



TOWN COUNCIL REGULAR MEETING DECEMBER 05, 2023 at 6:00 PM

Saratoga Town Hall, 110 E Spring Ave, Saratoga, WY 82331

AGENDA

CALL TO ORDER

- 1) Opening Ceremony
- 2) Roll Call: __Mayor Chuck Davis __Councilman Cooley __Councilwoman Beck
__Councilman Jerry Fluty __Councilman Jacob Fluty

APPROVAL OF THE AGENDA

APPROVAL OF THE MINUTES

- 3) Council Meeting Minutes - November 21, 2023

APPROVAL OF THE BILLS

- 4) Deposits - \$73,155.08
- 5) Transmittals - \$12,448.69
- 6) Accounts Payable - \$21,553.04
- 7) Payroll - \$40,868.96

CORRESPONDENCE

ITEMS FROM THE PUBLIC

COUNCIL COMMENTS

REPORTS FROM DEPARTMENTS

Town Hall

Police Department

- 8) MOU- Emergency Dispatch Service Assistance
- 9) SHSP GRANT

Fire Department

Recreation Department

Next meeting is January 8, 2024, at 6:00 PM at the Town Hall Council Chambers

Department of Public Works

10) Desert Mountain Estimate - Ice Slicer \$4,684.80

11) Task Order Engineering Associates - Saratoga Greater Road Project

REPORTS FROM BOARDS AND COMMISSIONS

Water and Sewer Joint Power Board

Next meeting is December 13, 2023, at 5:30 PM at the PVCC

Planning Commission

Next meeting is December 12, 2023, at 5:30 PM at the Town Hall Council Chambers

Community Center Joint Powers Board

Next meeting is December 11, 2023, at 4:30 PM at the PVCC

Recreation Commission

Next meeting is January 8, 2024, at 6:00 PM at the Town Hall Council Chambers

Saratoga Airport Advisory Board

Next meeting is December 11, 2023, at 3:30 PM at the Town Hall Council Chambers

South Central Wyoming Emergency Medical Services Board

Next meeting is December 18, 2023, at 6:00 PM at Saratoga Ambulance Barn.

12) Joint Powers Board Agreement - Third Amendment

NEW BUSINESS

EXECUTIVE SESSION

To discuss personnel and matters of litigation in accordance with W.S. 16-4-405(a) (ii) and (iii)

Exit executive session noting no action was taken and to seal the minutes at HH:MM PM

FURTHER BUSINESS

ADJOURNMENT

**THE NEXT TOWN COUNCIL MEETING WILL BE ON
TUESDAY, DECEMBER 19, 2023, AT 6:00 PM.**



TOWN COUNCIL REGULAR MEETING NOVEMBER 21, 2023 at 6:00 PM

Saratoga Town Hall, 110 E Spring Ave, Saratoga, WY 82331

MINUTES

CALL TO ORDER

- 1) Opening Ceremony
- 2) Roll Call: __Mayor Chuck Davis __Councilman Cooley __Councilwoman Beck
__Councilman Jerry Fluty __Councilman Jacob Fluty
Present, Mayor Chuck Davis, Councilman Mike Cooley, Councilwoman Kathy Beck,
Councilman Jerry Fluty. Absent, Councilman Jacob Fluty.

APPROVAL OF THE AGENDA

Motion to approve agenda for November 21st Council Meeting by Councilman Mike Cooley, second by Councilman Jerry fluty, motion carried.

APPROVAL OF THE MINUTES

- 3) Special Meeting Minutes 11-15-2023
Motion was made by Councilman Mike Cooley to approve minutes from the
Special Meeting on November 15, 2023, second by Councilman Jerry Fluty.
Motion carried.
- 4) Minutes from November 7, 2023 Council Meeting
Motion to approve minutes from November 7 Council meeting by Councilwoman Kathy
Beck, second by Councilman Jerry Fluty. Motion carried.

APPROVAL OF THE BILLS

Motion to approve bills made by Councilman Jerry Fluty, second by Councilman Mike Cooley. Motion carried.

Mayor Chuck Davis questioned the deposit amount of \$1,408,848.79, Treasurer Corina Daley stated the town had received reimbursement from a grant for the Spring Street project.

- 5) Deposits - \$1,408,848.79
- 6) Accounts Payable - \$144,461.72
- 7) Payroll - \$40,868.96
- 8) Transmittals - \$44,122.02

CORRESPONDENCE

ITEMS FROM THE PUBLIC

REPORTS FROM DEPARTMENTS

COUNCIL COMMENTS

Helping hands is putting on a Thanksgiving community dinner seats available at the community center.

Town Hall

Public hearing was held at 5:30 on November 21 to discuss the renewal of 10 Liquor Licenses including the American Legion, Bella's Bistro, Hugus, The Malt, Saratoga Resort & Spa, Valley Liquors, The Rustic, Lazy River Cantina, and Wolf Hotel. No members of the public attended the meeting and no concerns from the council. Motion to approve all 10 Liquor License renewals by Councilman Jerry Fluty, second by Councilman Mike Cooley. Motion carried.

- 9) Special Event Application - 40th Annual Ice Derby
Amanda Knotwell CEO from PVCC presented application for the 40th annual ice fishing derby, they are expecting a big turnout as it is the 40th Annual. Ms. Knotwell stated she will be bringing insurance in when the event is closer.
Motion was made by Councilman Jerry Fluty to approve the Special Event application for the 40Th Annual Ice Fishing Derby, a second was made by Councilman Mike Cooley. Motion carried.
- 10) Saratoga-Carbon County Impact JPB Invoice #11-20-2023
Motion was made to approve the Saratoga-Carbon County Impact JPB Invoice #11-20-2023 by Councilman Jerry Fluty, second by Councilman Mike Cooley. Motion carried.

Police Department

Calls of service 140 since last meeting, phone calls and citations for prior month will be given at the first meeting of each month.

- 11) Dani Vorn and Alyx Munson Pay Raise Request

Chief Mike Morris stated he has two employees that have reached professional dispatcher status, previously a \$1.00 hr. raise would be granted, given the current situation in dispatch it is currently not in the budget. Raises will be taken into consideration as soon as funds are available.

- 12) Joshua Mathieu, Tiffany Moore, and Tana Davi Employment
Motion to approve Joshua Mathieu for employment as a dispatcher at \$19.00/hr. and Tiffany Moore and Tana Davi at \$17.00 as call takers at \$17.00/hr. by Councilman Jerry Fluty, second by Councilman Mike Cooley. Motion carried.
- 13) MOU- Emergency Dispatch Service Assistance
Chief Morris stated the town attorney, Kylie Waldrip has approved the MOU, it will be 60 days from November 20 that the MOU will be in effect, Saratoga will be paying \$75.00/hr. regular pay and \$125.00/hr. for overtime. With the addition of call takers and temporary dispatchers he is hoping to keep overtime to a minimum.
- 14) VPN Gateway - Remote Dispatch Capabilities for Encampment
Chief Morris is going to be meeting with Sheriff Alex Bakken about doing some cost sharing for the VPN. As of right now the cost of equipment and installation is \$19,145.00. Chief Morris stated by the next meeting he will have a more detailed idea of what if any cost sharing will be in place with CCSO.

Fire Department

Halloween walk went well, starting the Annual Food Drive, 12/20/23, send questions about the food drive to Creed James. Few minor fires at residence, contained with minimal damage.

Recreation Department

Director Hemenway reports a clinic for improving your Pickleball game is scheduled for Nov 27 from 10am-12pm, Ugly Sweater fun run coming up on Dec 2 from 10am to 12pm. New open gym hours, Fri 6pm-9pm, and starting Dec 9 Sat 12pm-4pm.

Department of Public Works

- 15) Engineering Associates Invoice - \$22,044.67
Motion was made to pay the \$6,196.50 to Engineering Associates, invoice #43100323 Stormwater and design by Councilman Jerry Fluty, second by Councilman Mike Cooley. Motion carried.
Motion was made to pay the additional \$15,755.00, for the Water and Sewer portion of the invoice #4310032, by Councilman Jerry Fluty, second by Councilman Mike Cooley. Motion carried.
- 16) Wading Pool Rehabilitation
Director Emery Penner stated he met with a contractor that works on, builds and repairs pools and looked into many options for repair for the wading pool from total demolition to fiberglass liner to vinyl liner. Repairing the wading pool does not appear to be cost efficient. Total cost for repairs would total \$160,000.00. Discussion of filling the pool in and utilizing

the additional deck space seems to be a better option. Councilwoman Kathy Beck inquired about repairing the deck space and looking into getting a slide and fixing the existing water supply.

Councilwoman Kathy Beck made a motion to take into consideration the information that was presented, but to pursue other options on not restoring the wading pool, second was made by Councilman Mike Coolely. Motion carried.

17) River St. Project Update

Director Penner, stated now that we have the grant, they are finalizing the scope of the River St project. With the Joint Powers Board, they discussed an alternative that would be more cost responsible and still achieve the same goal when it comes to replacing the storm drain.

REPORTS FROM BOARDS AND COMMISSIONS

Water and Sewer Joint Power Board

Next meeting is December 13, 2023 at 5:30 PM at the PVCC

Director Penner stated that December 4 will be the start date for well testing. The wells will be offline for a few days at a time.

Planning Commission

Next meeting is December 12, 2023 at 5:30 PM at the Town Hall Council Chambers

Planning Commission Chairman McCall Burau stated she has reached out to the Wyoming DEQ, they have a Community Assessment Grant to come in and assess and confirm that there is actually a Brownfield. when deemed a Brownfield they then go in and go in with a Phase 1 and Phase 2 study, to get history of the area if there are toxic contaminants, then given the results they will help with cleaning up the facility and they have community resources to work with community members to see what they want to see the property to become. Mayor Davis voiced his concern of cost if they do find something and not get the grant, what cost will be the responsibility of the town? Could Chairman Burau get more information, if they should find something are we guaranteed money to help clean it up?

McCall will follow up with DEQ to get answers to questions that have been brought up and will come back at a later date with answers.

18) Letter of Interest - Chia Valdez

Chia Valdez read her letter of interest to remain and serve on the Planning and Zoning Commission.

Motion to appoint Chia Valdez to serve on the Planning and Zoning by Councilwoman Kathy Beck, second by Councilman Jerry Fluty. Motion carried.

Community Center Joint Powers Board

Next meeting is December 11, 2023 at 4:30 PM at the PVCC

Councilwoman Kathy Beck states that it was brought up at their meeting that better security needs to be in place on gym doors. CCJPB has agreed to pay the \$6,000.00 for the FOB locking system.

Recreation Commission

Next meeting is December 4, 2023 at 6:00 PM at the Town Hall Council Chambers

Councilwoman Kathy Beck voiced the need for volunteers for events. There will be a Meet and Greet for community members to meet Director Kim Hemenway and view the facility. There are still 2 out of town positions open. Mayor Davis asked if Councilwoman Beck could look into opening up positions to in town positions, asked Councilwoman Beck to get in contact with the Town Attorney.

Saratoga Airport Advisory Board

Next meeting is December 11, 2023 at 3:30 PM at the Town Hall Council Chambers

South Central Wyoming Emergency Medical Services Board

Next meeting is December 18, 2023 at 6:00 PM in Hanna

NEW BUSINESS

EXECUTIVE SESSION

To discuss personnel and matters of litigation in accordance with W.S. 16-4-405(a) (ii) and (iii)

Exit executive session noting no action was taken and to seal the minutes at HH:MM PM

FURTHER BUSINESS

ADJOURNMENT

Motion to adjourn at 7:22

**THE NEXT TOWN COUNCIL MEETING WILL BE ON
TUESDAY, December 5, 2023 AT 6:00 PM.**

Mayor Chuck Davis

Jenn Anderson, Town Clerk

Report Criteria:
 Paid transmittals included

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
122720226							
1	EFTPS -TAXES	122720226	11/19/2023	74-00	FICA/FWT/WITHHOLDING DEPOSIT Social Security Pay Period: 11/19/2023	10-212100	3,144.61
1	EFTPS -TAXES	122720226	11/19/2023	74-00	FICA/FWT/WITHHOLDING DEPOSIT Social Security Pay Period: 11/19/2023	10-212100	3,144.61
1	EFTPS -TAXES	122720226	11/19/2023	75-00	FICA/FWT/WITHHOLDING DEPOSIT Medicare Pay Period: 11/19/2023	10-212100	735.46
1	EFTPS -TAXES	122720226	11/19/2023	75-00	FICA/FWT/WITHHOLDING DEPOSIT Medicare Pay Period: 11/19/2023	10-212100	735.46
1	EFTPS -TAXES	122720226	11/19/2023	78-00	FICA/FWT/WITHHOLDING DEPOSIT Federal Withholding Tax Pay Period: 11/19	10-212200	4,473.55
Total 122720226:							12,233.69
122720227							
3	GREAT-WEST TRUST CO	122720227	11/19/2023	55-01	457 CONTRIBUTION Deferred Comp - Pre Tax Pay Period: 11/19/2023	10-212500	135.00
3	GREAT-WEST TRUST CO	122720227	11/19/2023	55-02	457 CONTRIBUTION Deferred Comp - Roth Pay Period: 11/19/2023	10-212500	80.00
Total 122720227:							215.00
Grand Totals:							12,448.69

Report Criteria:
 Detail report.
 Invoices with totals above \$0.00 included.
 Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
AMERICAN EXPRESS LOAD # 004105									
1207	AMERICAN EXPRESS LOAD # 00410	004105-113023	Adobe-Year Subscription-11/11/23-TH	11/28/2023	165.23	.00		10-411-245	1123
1207	AMERICAN EXPRESS LOAD # 00410	004105-113023	Amazon-Manila Folders-11/8/23-TH	11/28/2023	21.00	.00		10-411-240	1123
1207	AMERICAN EXPRESS LOAD # 00410	004105-113023	Amazon Credit-Cancelled Order-Scree	11/28/2023	29.36-	.00		51-531-240	1123
1207	AMERICAN EXPRESS LOAD # 00410	004105-113023	Amazon Credit-Cancelled Order-Scree	11/28/2023	29.36-	.00		52-532-240	1123
1207	AMERICAN EXPRESS LOAD # 00410	004105-113023	Amazon-Screen Protectors-Cases-11/7/	11/28/2023	34.43	.00		51-531-240	1123
1207	AMERICAN EXPRESS LOAD # 00410	004105-113023	Amazon-Screen Protectors-Cases-11/7/	11/28/2023	34.43	.00		52-532-240	1123
1207	AMERICAN EXPRESS LOAD # 00410	004105-113023	Amazon-Yoga Straps-Wipes-Mats-11/1/	11/28/2023	67.92	.00		10-445-486	1123
1207	AMERICAN EXPRESS LOAD # 00410	004105-113023	Amazon-Lanyards-11/1/23-Rec	11/28/2023	49.25	.00		10-445-486	1123
1207	AMERICAN EXPRESS LOAD # 00410	004105-113023	Amazon-Yoga Straps-Wipes-Mats-11/1/	11/28/2023	63.98	.00		10-445-486	1123
1207	AMERICAN EXPRESS LOAD # 00410	004105-113023	Keurig Green Mountain-Coffee-11/15/2	11/28/2023	22.23	.00		10-411-240	1123
1207	AMERICAN EXPRESS LOAD # 00410	004105-113023	Kum & Go-Fuel-11/3/23-Water	11/28/2023	35.81	.00		51-531-256	1123
1207	AMERICAN EXPRESS LOAD # 00410	004105-113023	Kum & Go-Fuel-11/3/23-Sewer	11/28/2023	35.80	.00		52-532-256	1123
1207	AMERICAN EXPRESS LOAD # 00410	004105-113023	RNS Distributing-SewerGard Trowelabl	11/28/2023	3,006.00	.00		52-532-650	1123
1207	AMERICAN EXPRESS LOAD # 00410	004105-113023	Zoom-Membership-11/2/23-TH	11/28/2023	64.99	.00		10-411-245	1123
1207	AMERICAN EXPRESS LOAD # 00410	004105-113023	Amazon-Vacuum-11/2/23-PD	11/28/2023	182.29	.00		10-421-240	1123
1207	AMERICAN EXPRESS LOAD # 00410	004105-113023	BT Govx-Uniforms-11/10/23-PD	11/28/2023	455.83	.00		10-421-200	1123
1207	AMERICAN EXPRESS LOAD # 00410	004105-113023	BT Govx-Uniforms-11/10/23-PD	11/28/2023	232.65	.00		10-421-200	1123
1207	AMERICAN EXPRESS LOAD # 00410	004105-113023	Family Dollar-Cleaning Supplies-11/5/2	11/28/2023	115.54	.00		10-421-240	1123
1207	AMERICAN EXPRESS LOAD # 00410	004105-113023	Glock Store-Solar Sights-11/12/23-PD	11/28/2023	370.99	.00		10-421-740	1123
1207	AMERICAN EXPRESS LOAD # 00410	004105-113023	Valley Foods-Paper Plates-Pan-11/17/2	11/28/2023	35.58	.00		10-421-240	1123
1207	AMERICAN EXPRESS LOAD # 00410	004105-113023	Walmart-Lysol-Resolve-Towels-Trash B	11/28/2023	26.91	.00		10-421-240	1123
Total AMERICAN EXPRESS LOAD # 004105:					4,962.14	.00			
Ardurra Group									
7688	Ardurra Group	220235-12	Professional Services Rendered-10/1/2	11/10/2023	1,985.00	.00		10-411-760	1123
Total Ardurra Group:					1,985.00	.00			
Brandan Mistelske									
7222	Brandan Mistelske	11182023	Christmas Lights-TH	11/18/2023	59.94	.00		10-411-640	1123
Total Brandan Mistelske:					59.94	.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Capital Business Systems Inc. (TX)									
7346	Capital Business Systems Inc. (TX)	35337241	Cannon Copier Agreement-10/15/23 to	11/20/2023	87.49	.00		10-412-240	1123
7346	Capital Business Systems Inc. (TX)	35337241	Cannon Copier Agreement-10/15/23 to	11/20/2023	87.49	.00		10-413-240	1123
7346	Capital Business Systems Inc. (TX)	35337241	Cannon Copier Agreement-10/15/23 to	11/20/2023	437.48	.00		10-421-240	1123
7346	Capital Business Systems Inc. (TX)	35337241	Cannon Copier Agreement-10/15/23 to	11/20/2023	87.49	.00		10-431-240	1123
7346	Capital Business Systems Inc. (TX)	35337241	Cannon Copier Agreement-10/15/23 to	11/20/2023	43.75	.00		51-531-240	1123
7346	Capital Business Systems Inc. (TX)	35337241	Cannon Copier Agreement-10/15/23 to	11/20/2023	43.75	.00		52-532-240	1123
7346	Capital Business Systems Inc. (TX)	35337241	Cannon Copier Agreement-10/15/23 to	11/20/2023	87.50	.00		10-411-240	1123
Total Capital Business Systems Inc. (TX):					874.95	.00			
Capital Business Systems Inc. (WY)									
7400	Capital Business Systems Inc. (WY)	1339258	Contract 16436-01-Overage Charge 10/	11/16/2023	.10	.00		52-532-240	1123
7400	Capital Business Systems Inc. (WY)	1339258	Contract 16436-01-Overage Charge 10/	11/16/2023	.10	.00		51-531-240	1123
7400	Capital Business Systems Inc. (WY)	1339258	Contract 16436-01-Overage Charge 10/	11/16/2023	.20	.00		10-431-240	1123
7400	Capital Business Systems Inc. (WY)	1339258	Contract 16436-01-Overage Charge 10/	11/16/2023	.20	.00		10-413-240	1123
7400	Capital Business Systems Inc. (WY)	1339258	Contract 16436-01-Overage Charge 10/	11/16/2023	.20	.00		10-412-240	1123
7400	Capital Business Systems Inc. (WY)	1339258	Contract 16436-01-Overage Charge 10/	11/16/2023	.23	.00		10-411-240	1123
7400	Capital Business Systems Inc. (WY)	1341627	UCS VOIP Phone Service Contract# 15	11/27/2023	59.77	.00		10-411-280	1123
7400	Capital Business Systems Inc. (WY)	1341627	UCS VOIP Phone Service Contract# 15	11/27/2023	59.73	.00		10-412-280	1123
7400	Capital Business Systems Inc. (WY)	1341627	UCS VOIP Phone Service Contract# 15	11/27/2023	59.73	.00		10-413-280	1123
7400	Capital Business Systems Inc. (WY)	1341627	UCS VOIP Phone Service Contract# 15	11/27/2023	59.73	.00		10-421-280	1123
7400	Capital Business Systems Inc. (WY)	1341627	UCS VOIP Phone Service Contract# 15	11/27/2023	59.73	.00		10-422-280	1123
7400	Capital Business Systems Inc. (WY)	1341627	UCS VOIP Phone Service Contract# 15	11/27/2023	59.73	.00		10-431-280	1123
7400	Capital Business Systems Inc. (WY)	1341627	UCS VOIP Phone Service Contract# 15	11/27/2023	59.73	.00		10-441-280	1123
7400	Capital Business Systems Inc. (WY)	1341627	UCS VOIP Phone Service Contract# 15	11/27/2023	59.73	.00		10-442-280	1123
7400	Capital Business Systems Inc. (WY)	1341627	UCS VOIP Phone Service Contract# 15	11/27/2023	59.73	.00		10-443-280	1123
7400	Capital Business Systems Inc. (WY)	1341627	UCS VOIP Phone Service Contract# 15	11/27/2023	59.73	.00		10-445-280	1123
7400	Capital Business Systems Inc. (WY)	1341627	UCS VOIP Phone Service Contract# 15	11/27/2023	59.73	.00		42-533-270	1123
7400	Capital Business Systems Inc. (WY)	1341627	UCS VOIP Phone Service Contract# 15	11/27/2023	29.87	.00		51-531-280	1123
7400	Capital Business Systems Inc. (WY)	1341627	UCS VOIP Phone Service Contract# 15	11/27/2023	29.87	.00		52-532-280	1123
7400	Capital Business Systems Inc. (WY)	1342576	Contract# 7986-01-1800 Blk & 2700 Co	11/30/2023	48.62	.00		10-411-240	1123
7400	Capital Business Systems Inc. (WY)	1342576	Contract# 7986-01-1800 Blk & 2700 Co	11/30/2023	48.62	.00		10-412-240	1123
7400	Capital Business Systems Inc. (WY)	1342576	Contract# 7986-01-1800 Blk & 2700 Co	11/30/2023	48.62	.00		10-413-240	1123
7400	Capital Business Systems Inc. (WY)	1342576	Contract# 7986-01-1800 Blk & 2700 Co	11/30/2023	48.62	.00		10-431-240	1123
7400	Capital Business Systems Inc. (WY)	1342576	Contract# 7986-01-1800 Blk & 2700 Co	11/30/2023	24.30	.00		51-531-240	1123
7400	Capital Business Systems Inc. (WY)	1342576	Contract# 7986-01-1800 Blk & 2700 Co	11/30/2023	24.30	.00		52-532-240	1123
Total Capital Business Systems Inc. (WY):					960.92	.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
CenturyLINK									
7221	CenturyLINK	307-432-1330	PD 911 Phone Line-307.432.1330-11/1	11/16/2023	157.74	.00		10-421-225	1123
Total CenturyLINK:					157.74	.00			
DANA KEPNER Co.									
2180	DANA KEPNER Co.	2237287-00	12 Gauge Tracer Wire-Sewer	11/13/2023	320.00	.00		52-532-650	1123
Total DANA KEPNER Co.:					320.00	.00			
ENERGY LABORATORIES, INC. (MA)									
2570	ENERGY LABORATORIES, INC. (MA)	594168	Acct# S1316-Drinking Water Lead Cop	11/11/2023	53.00	.00		51-531-498	1123
2570	ENERGY LABORATORIES, INC. (MA)	596108	Acct# S1316-Analysis Parameter Haloa	11/21/2023	333.00	.00		51-531-498	1223
Total ENERGY LABORATORIES, INC. (MA):					386.00	.00			
ENGINEERING ASSOCIATES									
4170	ENGINEERING ASSOCIATES	4311053	Project# 23410.00-Professional Service	11/22/2023	262.50	.00		52-532-650	1223
4170	ENGINEERING ASSOCIATES	4311053	Project# 23410.00-Professional Service	11/22/2023	15.75	.00		52-532-650	1223
Total ENGINEERING ASSOCIATES:					278.25	.00			
HACH COMPANY									
2920	HACH COMPANY	13810658	Ammonia-TNT+-HR (2-47 MG/L) PK/25	11/13/2023	83.35	.00		51-531-498	1223
Total HACH COMPANY:					83.35	.00			
HEROLD IRON WORKS									
2985	HEROLD IRON WORKS	34303	Water Truck Repair Supplies-Streets	11/20/2023	61.35	.00		10-431-250	1123
Total HEROLD IRON WORKS:					61.35	.00			
MOTOROLA SOLUTIONS									
3930	MOTOROLA SOLUTIONS	8230435884	SVC01SVC1424C-1/1/24 to 1/31/24-On	12/02/2023	1,159.55	.00		10-421-320	1223
3930	MOTOROLA SOLUTIONS	8230435884	SVC02SVC0662A-1/1/24 to 1/31/24-S	12/02/2023	263.11	.00		10-421-320	1223
3930	MOTOROLA SOLUTIONS	8230435884	SVC01SVC0335A-1/1/24 to 1/31/24-Ne	12/02/2023	.00	.00		10-421-320	1223
Total MOTOROLA SOLUTIONS:					1,422.66	.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
MPM CORP									
3945	MPM CORP	9149584	Trash Removal For November 2023-Sa	11/30/2023	240.00	.00		10-443-262	1223
3945	MPM CORP	9149584	Trash Removal For November 2023-Vet	11/30/2023	80.00	.00		10-444-262	1223
3945	MPM CORP	9149584	Trash Removal For November 2023-HP	11/30/2023	80.00	.00		10-442-262	1223
3945	MPM CORP	9149584	Trash Removal For November 2023-TH	11/30/2023	17.50	.00		10-411-262	1223
3945	MPM CORP	9149584	Trash Removal For November 2023-PD	11/30/2023	17.50	.00		10-421-262	1223
3945	MPM CORP	9149584	Trash Removal For November 2023-Ka	11/30/2023	45.00	.00		10-444-262	1223
3945	MPM CORP	9149584	Trash Removal For November 2023-Str	11/30/2023	15.00	.00		10-431-262	1223
3945	MPM CORP	9149584	Trash Removal For November 2023-Wa	11/30/2023	15.00	.00		51-531-262	1223
3945	MPM CORP	9149584	Trash Removal For November 2023-Se	11/30/2023	15.00	.00		52-532-262	1223
3945	MPM CORP	9149584	Trash Removal For November 2023-Se	11/30/2023	35.00	.00		52-532-262	1223
3945	MPM CORP	9149584	Trash Removal For November 2023-Do	11/30/2023	45.00	.00		10-444-262	1223
Total MPM CORP:					605.00	.00			
Northwest Colorado Auto & Truck Parts									
7658	Northwest Colorado Auto & Truck Parts	11302023	Inv# 898711-05 Chevy Turn Signals-Bls	11/30/2023	5.49	.00		51-531-250	1223
7658	Northwest Colorado Auto & Truck Parts	11302023	Inv# 899242-Lights For Water Dog-Blist	11/30/2023	15.29	.00		51-531-255	1223
7658	Northwest Colorado Auto & Truck Parts	11302023	Inv# 899434-Antifreeze-Diesel Fuel Ad	11/30/2023	185.34	.00		10-431-255	1223
7658	Northwest Colorado Auto & Truck Parts	11302023	Inv# 899302-Rx Silicone 22in-De Icer-1	11/30/2023	49.27	.00		10-431-240	1223
Total Northwest Colorado Auto & Truck Parts:					255.39	.00			
PERUE PRINTING									
4255	PERUE PRINTING	070566	Notary Stamp For Brenda-TH	11/06/2023	24.95	.00		10-411-240	1123
4255	PERUE PRINTING	070573	Planners-Desk Calendars-TH	11/14/2023	156.30	.00		10-411-240	1123
4255	PERUE PRINTING	70579	W-2's-1099's-TH	11/16/2023	167.00	.00		10-411-240	1223
4255	PERUE PRINTING	70587	Flash Drives-PD	11/30/2023	81.80	.00		10-421-240	1223
4255	PERUE PRINTING	JB42672	Waste Tracking Manifests	11/08/2023	136.00	.00		10-411-262	1223
Total PERUE PRINTING:					566.05	.00			
Pine Cove Consulting LLC									
7285	Pine Cove Consulting LLC	19680C	Office 365-Pax8 Business Standard Mo	11/30/2023	83.46	.00		10-411-320	1123
7285	Pine Cove Consulting LLC	19680C	Office 365-Pax8 Business Standard Mo	11/30/2023	15.45	.00		10-412-320	1123
7285	Pine Cove Consulting LLC	19680C	Office 365-Pax8 Business Standard Mo	11/30/2023	15.45	.00		10-413-320	1123
7285	Pine Cove Consulting LLC	19680C	Office 365-Pax8 Business Standard Mo	11/30/2023	101.99	.00		10-421-320	1123
7285	Pine Cove Consulting LLC	19680C	Office 365-Pax8 Business Standard Mo	11/30/2023	15.45	.00		10-442-320	1123
7285	Pine Cove Consulting LLC	19680C	Office 365-Pax8 Business Standard Mo	11/30/2023	15.45	.00		10-445-320	1123
7285	Pine Cove Consulting LLC	19680C	Office 365-Pax8 Business Standard Mo	11/30/2023	30.91	.00		51-531-320	1123

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
7285	Pine Cove Consulting LLC	19680C	Office 365-Pax8 Business Standard Mo	11/30/2023	30.91	.00		52-532-320	1123
7285	Pine Cove Consulting LLC	19732C	Office 365-Pax8 Business Standard Mo	12/01/2023	83.46	.00		10-411-320	1223
7285	Pine Cove Consulting LLC	19732C	Office 365-Pax8 Business Standard Mo	12/01/2023	15.45	.00		10-412-320	1223
7285	Pine Cove Consulting LLC	19732C	Office 365-Pax8 Business Standard Mo	12/01/2023	15.45	.00		10-413-320	1223
7285	Pine Cove Consulting LLC	19732C	Office 365-Pax8 Business Standard Mo	12/01/2023	101.99	.00		10-421-320	1223
7285	Pine Cove Consulting LLC	19732C	Office 365-Pax8 Business Standard Mo	12/01/2023	15.45	.00		10-442-320	1223
7285	Pine Cove Consulting LLC	19732C	Office 365-Pax8 Business Standard Mo	12/01/2023	15.45	.00		10-445-320	1223
7285	Pine Cove Consulting LLC	19732C	Office 365-Pax8 Business Standard Mo	12/01/2023	30.91	.00		51-531-320	1223
7285	Pine Cove Consulting LLC	19732C	Office 365-Pax8 Business Standard Mo	12/01/2023	30.91	.00		52-532-320	1223
7285	Pine Cove Consulting LLC	19793C	IT Managed Services Agreement-12/20	12/01/2023	315.95	.00		10-411-320	1223
7285	Pine Cove Consulting LLC	19793C	IT Managed Services Agreement-12/20	12/01/2023	58.51	.00		10-412-320	1223
7285	Pine Cove Consulting LLC	19793C	IT Managed Services Agreement-12/20	12/01/2023	58.51	.00		10-413-320	1223
7285	Pine Cove Consulting LLC	19793C	IT Managed Services Agreement-12/20	12/01/2023	386.17	.00		10-421-320	1223
7285	Pine Cove Consulting LLC	19793C	IT Managed Services Agreement-12/20	12/01/2023	58.51	.00		10-442-320	1223
7285	Pine Cove Consulting LLC	19793C	IT Managed Services Agreement-12/20	12/01/2023	58.51	.00		10-445-320	1223
7285	Pine Cove Consulting LLC	19793C	IT Managed Services Agreement-12/20	12/01/2023	117.02	.00		51-531-320	1223
7285	Pine Cove Consulting LLC	19793C	IT Managed Services Agreement-12/20	12/01/2023	117.02	.00		52-532-320	1223
Total Pine Cove Consulting LLC:					1,788.34	.00			
Pitney Bowes Inc									
7708	Pitney Bowes Inc	1024326015	Acct# 0010494583-DM300C/400C Red	11/27/2023	35.28	.00		10-411-240	1123
7708	Pitney Bowes Inc	1024326015	Acct# 0010494583-DM300C/400C Red	11/27/2023	35.28	.00		10-412-240	1123
7708	Pitney Bowes Inc	1024326015	Acct# 0010494583-DM300C/400C Red	11/27/2023	32.90	.00		10-413-240	1123
7708	Pitney Bowes Inc	1024326015	Acct# 0010494583-DM300C/400C Red	11/27/2023	32.93	.00		10-421-240	1123
7708	Pitney Bowes Inc	1024326015	Acct# 0010494583-DM300C/400C Red	11/27/2023	32.93	.00		10-431-240	1123
7708	Pitney Bowes Inc	1024326015	Acct# 0010494583-DM300C/400C Red	11/27/2023	32.93	.00		51-531-240	1123
7708	Pitney Bowes Inc	1024326015	Acct# 0010494583-DM300C/400C Red	11/27/2023	32.93	.00		52-532-240	1123
Total Pitney Bowes Inc:					235.18	.00			
Plattoga Holdings Inc									
7523	Plattoga Holdings Inc	SI-1422	3/8"-3/4" Small Crushed Rock-Trucking	11/28/2023	2,415.94	.00		52-532-650	1223
Total Plattoga Holdings Inc:					2,415.94	.00			
R. P. Lumber Inc									
7522	R. P. Lumber Inc	11302023	Inv# 1716830-1 1/2 x 148 GL MCN Nail	11/30/2023	58.99	.00		10-444-721	1223
7522	R. P. Lumber Inc	11302023	Inv# 1798730-M18 Rocket LED Tower L	11/30/2023	269.99	.00		10-431-242	1223
7522	R. P. Lumber Inc	11302023	Inv# 1815869-4x4x10 MCA Treated #2	11/30/2023	17.00	.00		10-431-240	1223

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Total R. P. Lumber Inc:					345.98	.00			
Rocky Mountain Air Solutions									
7427	Rocky Mountain Air Solutions	30485073	Cust# 30114-Bottle Rental CL-2.5-CL (1	11/20/2023	163.16	.00		52-532-241	1123
7427	Rocky Mountain Air Solutions	30485073	Cust# 30114-Bottle Rental CL-2.5-CL (1	11/20/2023	163.15	.00		51-531-241	1123
Total Rocky Mountain Air Solutions:					326.31	.00			
SARATOGA FEED AND GRAIN									
4895	SARATOGA FEED AND GRAIN	91551	460 Glove-PPE-Water	11/02/2023	6.99	.00		51-531-500	1123
4895	SARATOGA FEED AND GRAIN	91782	Gloves-PPE-Sewer	11/27/2023	22.99	.00		52-532-500	1223
Total SARATOGA FEED AND GRAIN:					29.98	.00			
UNION TELEPHONE CO									
5630	UNION TELEPHONE CO	70001447-1117	Acct# 70001447-TH Cells-11/17/2023	11/17/2023	47.99	.00		10-411-280	1123
5630	UNION TELEPHONE CO	70001447-1117	Acct# 70001447-P&Z Cells-11/17/2023	11/17/2023	36.68	.00		10-412-280	1123
5630	UNION TELEPHONE CO	70001447-1117	Acct# 70001447-Streets Cells-11/17/20	11/17/2023	76.21	.00		10-431-280	1123
5630	UNION TELEPHONE CO	70001447-1117	Acct# 70001447-Rec Cells-11/17/2023	11/17/2023	47.99	.00		10-445-280	1123
5630	UNION TELEPHONE CO	70001447-1117	Acct# 70001447-Water Cells-11/17/202	11/17/2023	36.70	.00		51-531-280	1123
5630	UNION TELEPHONE CO	70001447-1117	Acct# 70001447-Sewer Cells-11/17/202	11/17/2023	36.70	.00		52-532-280	1123
5630	UNION TELEPHONE CO	70091365-1124	Acct# 70091365-VFD Landline-11/24/2	11/24/2023	51.37	.00		10-422-280	1123
5630	UNION TELEPHONE CO	70091372-1124	Acct# 70091372-Airport Landline-11/24/	11/24/2023	104.90	.00		42-533-270	1123
5630	UNION TELEPHONE CO	70091381-1124	Acct# 70091381-Streets Landline & DS	11/24/2023	18.81	.00		10-431-280	1123
5630	UNION TELEPHONE CO	70091381-1124	Acct# 70091381-Lake Landline & DSL-	11/24/2023	18.81	.00		10-443-280	1123
5630	UNION TELEPHONE CO	70091381-1124	Acct# 70091381-Water Landline & DSL	11/24/2023	36.50	.00		51-531-280	1123
5630	UNION TELEPHONE CO	70091381-1124	Acct# 70091381-Sewer Landline & DSL	11/24/2023	36.50	.00		52-532-280	1123
5630	UNION TELEPHONE CO	70091416-1124	Acct# 70091416-TH-11/24/2023	11/24/2023	90.24	.00		10-411-280	1123
5630	UNION TELEPHONE CO	70091416-1124	Acct# 70091416-Court-11/24/2023	11/24/2023	22.56	.00		10-413-280	1123
5630	UNION TELEPHONE CO	70091422-1124	Acct# 70091422-PD Landline-11/24/202	11/24/2023	299.36	.00		10-421-280	1123
5630	UNION TELEPHONE CO	70092204-1124	Acct# 70092204-Rec Landline & DSL-1	11/24/2023	79.77	.00		10-445-280	1123
5630	UNION TELEPHONE CO	70122064-1117	Acct# 70122064-PD E911-11/17/2023	11/17/2023	619.19	.00		25-421-320	1123
Total UNION TELEPHONE CO:					1,660.28	.00			
Upper Platte River Solid Waste DispDist									
7528	Upper Platte River Solid Waste DispDis	45574	Waste Disposal-November 2023-Sewer	11/25/2023	19.00	.00		52-532-262	1123
7528	Upper Platte River Solid Waste DispDis	45574	Waste Disposal-November 2023-Water	11/25/2023	19.00	.00		51-531-262	1123
7528	Upper Platte River Solid Waste DispDis	45574	Waste Disposal-November 2023-Shop	11/25/2023	245.00	.00		10-431-262	1123

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
7528	Upper Platte River Solid Waste DispDis	45574	Waste Disposal-November 2023-PD	11/25/2023	19.00	.00		10-421-262	1123
7528	Upper Platte River Solid Waste DispDis	45574	Waste Disposal-November 2023-TH	11/25/2023	19.00	.00		10-411-262	1123
7528	Upper Platte River Solid Waste DispDis	45574	Waste Disposal-November 2023-Hot P	11/25/2023	408.00	.00		10-444-262	1123
7528	Upper Platte River Solid Waste DispDis	45574	Waste Disposal-November 2023-Vetera	11/25/2023	245.00	.00		10-444-262	1123
7528	Upper Platte River Solid Waste DispDis	45574	Waste Disposal-November 2023-Kathy	11/25/2023	38.00	.00		10-444-262	1123
7528	Upper Platte River Solid Waste DispDis	45574	Waste Disposal-November 2023-Sarato	11/25/2023	142.00	.00		10-443-262	1123
7528	Upper Platte River Solid Waste DispDis	46443	Saratoga Lake Waste Disposal Excess	11/28/2023	25.00	.00		10-443-262	1223
Total Upper Platte River Solid Waste DispDist:					1,179.00	.00			
VALERIE L. LARSCHEID									
6981	VALERIE L. LARSCHEID	11302023	Fitness Spinning Class Instruction-Nov	12/01/2023	154.00	.00		10-445-483	1223
Total VALERIE L. LARSCHEID:					154.00	.00			
VALLEY PHARMACY									
5710	VALLEY PHARMACY	11172023	Eyewash-Sewer	11/17/2023	4.29	.00		52-532-500	1123
Total VALLEY PHARMACY:					4.29	.00			
WYO ASSOC OF RURAL WATER SYST									
6085	WYO ASSOC OF RURAL WATER SYS	11212023	Inv# 18853-2024 Voting Membership A	11/21/2023	475.00	.00		51-531-245	1223
6085	WYO ASSOC OF RURAL WATER SYS	11212023	Inv# 17698-Credit-Reg For B. Mistelske	11/21/2023	40.00	.00		51-531-245	1223
Total WYO ASSOC OF RURAL WATER SYST:					435.00	.00			
Grand Totals:					21,553.04	.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:
Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Due Date	Discount Lost Due Date	Vendor Number	Vendor Name	Invoice Number	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Pay	Partial Pmt Amt	Part Pmt Disc Amt
12/28/2023		1207	AMERICAN EXPRESS LO	004105-1130	3,542.35	.00	.00	3,542.35			
12/28/2023		1207	AMERICAN EXPRESS LO	004105-1130	1,419.79	.00	.00	1,419.79			
12/10/2023		7688	Ardurra Group	220235-12	1,985.00	.00	.00	1,985.00			
11/18/2023		7222	Brandan Mistelske	11182023	59.94	.00	.00	59.94			
12/15/2023		7346	Capital Business Systems I	35337241	874.95	.00	.00	874.95			
12/16/2023		7400	Capital Business Systems I	1339258	1.03	.00	.00	1.03			
12/27/2023		7400	Capital Business Systems I	1341627	716.81	.00	.00	716.81			
12/30/2023		7400	Capital Business Systems I	1342576	243.08	.00	.00	243.08			
12/09/2023		7221	CenturyLINK	307-432-133	157.74	.00	.00	157.74			
12/13/2023		2180	DANA KEPNER Co.	2237287-00	320.00	.00	.00	320.00			
12/11/2023		2570	ENERGY LABORATORIES	594168	53.00	.00	.00	53.00			
12/21/2023		2570	ENERGY LABORATORIES	596108	333.00	.00	.00	333.00			
12/22/2023		4170	ENGINEERING ASSOCIA	4311053	278.25	.00	.00	278.25			
12/13/2023		2920	HACH COMPANY	13810658	83.35	.00	.00	83.35			
11/20/2023		2985	HEROLD IRON WORKS	34303	61.35	.00	.00	61.35			
01/01/2024		3930	MOTOROLA SOLUTIONS	8230435884	1,422.66	.00	.00	1,422.66			
12/30/2023		3945	MPM CORP	9149584	605.00	.00	.00	605.00			
12/30/2023		7658	Northwest Colorado Auto &	11302023	255.39	.00	.00	255.39			
12/06/2023		4255	PERUE PRINTING	070566	24.95	.00	.00	24.95			
12/08/2023		4255	PERUE PRINTING	JB42672	136.00	.00	.00	136.00			
12/14/2023		4255	PERUE PRINTING	070573	156.30	.00	.00	156.30			
12/16/2023		4255	PERUE PRINTING	70579	167.00	.00	.00	167.00			
12/30/2023		4255	PERUE PRINTING	70587	81.80	.00	.00	81.80			
12/01/2023		7285	Pine Cove Consulting LLC	19732C	309.07	.00	.00	309.07			
12/01/2023		7285	Pine Cove Consulting LLC	19793C	1,170.20	.00	.00	1,170.20			
12/30/2023		7285	Pine Cove Consulting LLC	19680C	309.07	.00	.00	309.07			
12/27/2023		7708	Pitney Bowes Inc	1024326015	235.18	.00	.00	235.18			
12/28/2023		7523	Plattoga Holdings Inc	SI-1422	2,415.94	.00	.00	2,415.94			
12/30/2023		7522	R. P. Lumber Inc	11302023	345.98	.00	.00	345.98			
12/20/2023		7427	Rocky Mountain Air Solutio	30485073	326.31	.00	.00	326.31			
12/02/2023		4895	SARATOGA FEED AND G	91551	6.99	.00	.00	6.99			
12/27/2023		4895	SARATOGA FEED AND G	91782	22.99	.00	.00	22.99			
12/27/2023		5630	UNION TELEPHONE CO	70122064-11	619.19	.00	.00	619.19			
01/06/2024		5630	UNION TELEPHONE CO	70001447-11	282.27	.00	.00	282.27			
01/13/2024		5630	UNION TELEPHONE CO	70091365-11	51.37	.00	.00	51.37			
01/13/2024		5630	UNION TELEPHONE CO	70091372-11	104.90	.00	.00	104.90			
01/13/2024		5630	UNION TELEPHONE CO	70091381-11	110.62	.00	.00	110.62			
01/13/2024		5630	UNION TELEPHONE CO	70091416-11	112.80	.00	.00	112.80			
01/13/2024		5630	UNION TELEPHONE CO	70091422-11	299.36	.00	.00	299.36			
01/13/2024		5630	UNION TELEPHONE CO	70092204-11	79.77	.00	.00	79.77			
12/25/2023		7528	Upper Platte River Solid W	45574	1,154.00	.00	.00	1,154.00			
12/28/2023		7528	Upper Platte River Solid W	46443	25.00	.00	.00	25.00			
12/01/2023		6981	VALERIE L. LARSCHEID	11302023	154.00	.00	.00	154.00			
11/17/2023		5710	VALLEY PHARMACY	11172023	4.29	.00	.00	4.29			
11/21/2023		6085	WYO ASSOC OF RURAL	11212023	435.00	.00	.00	435.00			
Grand Totals:				45	21,553.04	.00	.00	21,553.04			

Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
11/17/2023	4.29	.00	.00	4.29	4.29
11/18/2023	59.94	.00	.00	59.94	64.23
11/20/2023	61.35	.00	.00	61.35	125.58
11/21/2023	435.00	.00	.00	435.00	560.58
12/01/2023	1,633.27	.00	.00	1,633.27	2,193.85
12/02/2023	6.99	.00	.00	6.99	2,200.84
12/06/2023	24.95	.00	.00	24.95	2,225.79
12/08/2023	136.00	.00	.00	136.00	2,361.79
12/09/2023	157.74	.00	.00	157.74	2,519.53
12/10/2023	1,985.00	.00	.00	1,985.00	4,504.53
12/11/2023	53.00	.00	.00	53.00	4,557.53
12/13/2023	403.35	.00	.00	403.35	4,960.88
12/14/2023	156.30	.00	.00	156.30	5,117.18
12/15/2023	874.95	.00	.00	874.95	5,992.13
12/16/2023	168.03	.00	.00	168.03	6,160.16
12/20/2023	326.31	.00	.00	326.31	6,486.47
12/21/2023	333.00	.00	.00	333.00	6,819.47
12/22/2023	278.25	.00	.00	278.25	7,097.72
12/25/2023	1,154.00	.00	.00	1,154.00	8,251.72
12/27/2023	1,594.17	.00	.00	1,594.17	9,845.89
12/28/2023	7,403.08	.00	.00	7,403.08	17,248.97
12/30/2023	1,840.32	.00	.00	1,840.32	19,089.29
01/01/2024	1,422.66	.00	.00	1,422.66	20,511.95
01/06/2024	282.27	.00	.00	282.27	20,794.22
01/13/2024	758.82	.00	.00	758.82	21,553.04
Grand Totals:	<u>21,553.04</u>	<u>.00</u>	<u>.00</u>	<u>21,553.04</u>	

Report Criteria:

Includes the following check types:

Manual, Payroll, Void

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee ID	Description	GL Account	Amount
11/05/2023	PC	11/09/2023	52382	251		01-112000	1,027.89-
11/05/2023	PC	11/09/2023	52383	19		01-112000	1,800.32-
11/05/2023	PC	11/09/2023	52384	134		01-112000	1,551.70-
11/05/2023	PC	11/09/2023	52385	39		01-112000	2,034.38-
11/05/2023	PC	11/09/2023	52386	39		01-112000	844.50-
11/05/2023	PC	11/09/2023	1109202	40		01-112000	1,796.27-
11/05/2023	PC	11/09/2023	1109202	46		01-112000	1,339.47-
11/05/2023	PC	11/09/2023	1109202	48		01-112000	2,529.91-
11/05/2023	PC	11/09/2023	1109202	49		01-112000	2,083.00-
11/05/2023	PC	11/09/2023	1109202	58		01-112000	105.44-
11/05/2023	PC	11/09/2023	1109202	61		01-112000	448.40-
11/05/2023	PC	11/09/2023	1109202	78		01-112000	1,171.31-
11/05/2023	PC	11/09/2023	1109202	86		01-112000	671.51-
11/05/2023	PC	11/09/2023	1109202	111		01-112000	2,389.17-
11/05/2023	PC	11/09/2023	1109202	88		01-112000	1,264.48-
11/05/2023	PC	11/09/2023	1109202	112		01-112000	2,117.16-
11/05/2023	PC	11/09/2023	1109202	74		01-112000	1,666.44-
11/05/2023	PC	11/09/2023	1109202	201		01-112000	597.04-
11/05/2023	PC	11/09/2023	1109202	202		01-112000	143.31-
11/05/2023	PC	11/09/2023	1109202	216		01-112000	287.70-
11/05/2023	PC	11/09/2023	1109202	217		01-112000	287.70-
11/05/2023	PC	11/09/2023	1109202	225		01-112000	383.36-
11/05/2023	PC	11/09/2023	1109202	226		01-112000	1,210.34-
11/05/2023	PC	11/09/2023	1109202	227		01-112000	56.52-
11/05/2023	PC	11/09/2023	1109202	235		01-112000	2,302.20-
11/05/2023	PC	11/09/2023	1109202	238		01-112000	165.43-
11/05/2023	PC	11/09/2023	1109202	245		01-112000	1,882.94-
11/05/2023	PC	11/09/2023	1109202	247		01-112000	1,612.58-
11/05/2023	PC	11/09/2023	1109202	263		01-112000	1,321.27-
11/05/2023	PC	11/09/2023	1109202	264		01-112000	3,069.35-
11/05/2023	PC	11/09/2023	1109202	265		01-112000	1,390.65-
11/05/2023	PC	11/09/2023	1109202	266		01-112000	1,317.22-
Grand Totals:							<u>40,868.96-</u>
							<u>32</u>



OFFICE OF THE CARBON COUNTY SHERIFF



P.O. BOX 190 • RAWLINS, WY 82301 • (307) 324-2776

SHERIFF
Alex S. Bakken

UNDERSHERIFF
Shawn Kelley

DETENTION CAPTAIN
Leo Black

MEMORANDUM OF UNDERSTANDING FOR DISPATCH SERVICES BETWEEN THE TOWN OF SARATOGA, CARBON COUNTY SHERIFF, AND THE CARBON COUNTY BOARD OF COUNTY COMMISSIONERS

This memorandum of Understanding (hereinafter referred to as “MOU”) is entered into the 20th day of November, 2023 by and between the Town of Saratoga, Wyoming, an incorporated municipality under the laws of the State of Wyoming (hereinafter referred to as TOWN), and the Carbon County Sheriff’s Office (hereinafter referred to as SHERIFF), a division of Carbon County, a political subdivision of the State of Wyoming; and approved by the Board of County Commissioners of Carbon County, (hereinafter referred to as COUNTY).

1. **Purpose.** The purpose of this MOU is to provide emergency dispatch service assistance to TOWN on an “as-needed” basis. Pursuant to Wyoming Statute Ann. §15-1-103(a)(xxxiv), TOWN has the authority to establish and regulate a police department and dispatch center; however, TOWN does not have a fully staffed police department dispatch center at this time and is in need of emergency dispatch service assistance. This MOU will allow SHERIFF and the Carbon County Sheriff’s Office (“CCSO”) to provide 911 and radio dispatching services and exchange criminal justice information with the Town of Saratoga’s Police Department (“SPD”).
2. **Authority.** SHERIFF has primary jurisdiction in Carbon County, Wyoming; therefore, has jurisdictional authority to provide dispatch service assistance for TOWN due to its location within Carbon County. See Wyoming Statute Ann. §18-3-606. Pursuant to Wyoming Statute Ann. §16-1-101, governmental agencies are authorized to cooperate with each other and create partnerships to carry out duties or functions legally vested in them by Wyoming law.
3. **Duration.** This agreement shall be for a continuous period of sixty (60) days, beginning November 20, 2023, and ending January 19, 2024, unless extended for an additional thirty (30) days in accordance with paragraph 5 or terminated by either party in accordance with paragraph 4.
4. **Termination.** This agreement may be terminated by either party, without cause, upon fourteen (14) days written notice, which notice shall be delivered by certified mail to the address provided in this MOU. This MOU may be suspended or terminated immediately if staffing prohibits SHERIFF from carrying out the terms of this agreement, due to any operational or technical issues with TOWN’s dispatch equipment, or if TOWN violates any rule, policy, or procedure of NCIC, NCLETS or WCJIN, with immediate verbal notification of the suspension or termination to

TOWN, which shall be followed up with written notice delivered by certified mail to the address provided in this MOU.

5. **Extension.** This MOU may be extended for an additional thirty (30) days if the parties are able to reach a mutually acceptable fiscal agreement for the purchase and installation of the VPN Gateway device which would allow SPD dispatching to occur from the Carbon County Dispatch Center.
6. **Scope of Agreement.** The agreement is limited to emergency dispatch service assistance undertaken by SHERIFF for TOWN police department dispatch center.
7. **Consideration.** In exchange for the emergency dispatch service assistance to be performed by SHERIFF for TOWN in accordance with this MOU, TOWN shall pay SHERIFF the applicable hourly amounts due pursuant to Paragraph 9(C) for the services provided herein.
8. **SHERIFF's Obligations.** During the term of this MOU, SHERIFF shall assume and perform the following:
 - A. SHERIFF shall provide assistance with emergency dispatch services coverage for TOWN, assisting with covering scheduled dispatch hours on an "as needed" basis and at the discretion and availability of CCSO unless previously scheduled and agreed upon by both SHERIFF and SPD. SHERIFF shall provide a local staff member to operate TOWN dispatch services at the SPD until full dispatch capabilities can be attained from the CCSO Dispatch Center through the utilization of a VPN Gateway device. If there is a dire emergency, as determined by the SHERIFF, that prevents SHERIFF from providing an employee to operate TOWN dispatch services at the SPD prior to installation of the VPN Gateway device, dispatch services may be provided from the Carbon County Dispatch Center.
 - B. CCSO shall invoice TOWN for hourly services on a monthly basis.
 - C. CCSO will maintain and provide adequate records of all 911 calls and dispatching information for TOWN, barring unforeseen technical issues.
 - D. CCSO will answer phone calls for service, and dispatch TOWN and Encampment law enforcement officer(s), local emergency medical services, fire services and any other agency currently dispatched by TOWN, and employees or volunteers who respond to those calls.
 - E. CCSO will share or exchange criminal justice information with TOWN's law enforcement officers as needed to meet the terms of this agreement.
 - F. SHERIFF agrees to sign, agree to and comply with any necessary terminal user agreements as needed for the SHERIFF and/or dispatch staff to obtain criminal history information for TOWN.

9. **TOWN's Obligations.** During the term of this MOU, TOWN shall assume and perform the following:
- A. TOWN shall provide and maintain an operational dispatch center and equipment.
 - B. TOWN must qualify as a Criminal Justice Agency with an assigned NCIC ORI and agree to abide by all rules, policies and procedures of the National Crime Information Center (NCIC); National Law Enforcement Telecommunications System (NLETS); Wyoming Criminal Justice Information Network (WCJIN).
 - C. TOWN shall pay Carbon County, Wyoming, an hourly fee of Seventy-five Dollars (\$75.00) per hour for the services included in this agreement that are completed as straight-time by any Carbon County employee(s). TOWN shall pay Carbon County, Wyoming, an hourly fee of One Hundred Twenty-five Dollars (\$125.00) per hour for the services included in this agreement that are completed as over-time by any Carbon County employee(s). Overtime is calculated at any time a CCSO employee exceeds 40 hours per week working for the county and/or the TOWN. If this MOU is terminated during the term consistent with paragraph 4 herein, TOWN shall be responsible to reimburse COUNTY for services provided herein prior to the date of termination of services.
 - D. TOWN shall pay for the services provided pursuant to this agreement within thirty (30) days of invoicing by the County or Sheriff, by making payments to the Carbon County Clerk, P.O. Box 6, Rawlins, WY 82301.
 - E. TOWN will maintain and provide adequate records of 911 calls and dispatching information to CCSO for calls serviced by CCSO employees pursuant to this agreement upon request, barring unforeseen technical issues.
 - F. TOWN agrees to hold COUNTY, SHERIFF, any employees, elected officials, officers and/or contractors, harmless from any and all liability which they otherwise may have as the result of the services provided through this agreement by the COUNTY, with the exception of any liability accruing to the COUNTY or its officers and employees as the result of negligent acts or omissions of the COUNTY's employees elected officials, officers and/or contractors, pursuant to this agreement.
 - G. TOWN agrees to provide NCIC terminal access to SHERIFF and/or his employees.
 - H. TOWN agrees to comply with the duties and responsibilities developed to ensure the reliability, confidentiality, completeness and accuracy of all records contained in or obtained by means of the NCIC, NLETS and WCJIN systems. TOWN recognizes that failure to comply with these duties and responsibilities will subject the SHERIFF to various sanctions and those may include the termination of NCIC, NLETS and WCJIN services.

- I. TOWN agrees to sign, agree to and comply with any necessary terminal user agreements as needed for the SHERIFF and/or dispatch staff to share criminal history information with TOWN.
- J. TOWN agrees to abide by all rules, policies and procedures of CCSO as necessary to provide services pursuant to this agreement. TOWN shall provide the SHERIFF with names and telephone numbers of all persons on call for such services and provide CCSO with monthly call-out schedules and procedures.
- K. TOWN must provide a schedule for requested dispatch services no later than two (2) weeks in advance of services. TOWN recognizes that SHERIFF must approve all requests for coverage. Emergency services can be provided when necessary, after notice to and approval from the SHERIFF.

10. General Terms:

- A. **Amendments.** Any party may request changes in the MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Second Judicial District, Carbon County, Wyoming.
- C. **Entirety of Agreement.** This MOU, consisting of six (6) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. **Governmental Immunity.** TOWN, SHERIFF and COUNTY each individually, do not waive governmental immunity by entering into this MOU, and specifically retain all immunities and defenses available to each as a governmental entity¹ and all other applicable law. The parties agree that any ambiguity in this MOU shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- E. **Independent Contractor.** SHERIFF shall function as an independent contractor for the purposes of this MOU and shall not be considered an employee of TOWN for any purpose. SHERIFF shall assume sole responsibility for any debts or liabilities that may be incurred by SHERIFF in fulfilling the terms of this MOU and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this MOU. Nothing in this agreement shall be interpreted as authorizing SHERIFF or its agents

to act as an agent or representative for or on behalf of TOWN or to incur any obligation of any kind on behalf of TOWN except as expressly provided herein. SHERIFF agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to TOWN employees will inure to the benefit of SHERIFF or its agents and/or employees as a result of this MOU.

F. Indemnification. Each party shall be responsible for its own conduct and that of its employees, elected and appointed officials. Neither party shall be required to indemnify the other party.

G. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given through the United States Postal Service, mailed, certified mail, return receipt requested, or sent by express mail to the addresses set forth herein except for the initial verbal communications as provided in Paragraph 4. Addresses for notice may be changed by giving written notice of the change in the manner set forth herein.

TOWN:
Town of Saratoga
Attn. Mayor
PO Box 486
Saratoga, WY 82331

COUNTY:
Carbon County Commissioners
PO Box 6
Rawlins, WY 82301

SHERIFF:
Alex Bakken, Carbon County Sheriff
PO Box 190
Rawlins, WY 82301

H. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third-party beneficiaries, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

I. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

11. **Signatures:** The parties to this agreement, through their duly authorized representatives, have executed this agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Town of Saratoga:

Carbon County:

Chuck Davis Date: 11-17-2023
Chuck Davis, Mayor

Sue Jones Date: 11/07/2023
Sue Jones, Chair, Board of
County Commissioners

Saratoga Police Department:

Attest:

Mike Morris Date: 11-17-23
Mike Morris, Chief

Gwynn Bartlett Date: 11/07/2023
Gwynn Bartlett, Carbon County Clerk



Jennifer Anderson
Saratoga Town Clerk
JENNIFER ANDERSON
11/17/23

Alex Bakken Date: 11/07/2023
Alex Bakken, Carbon County Sheriff



1930 S Alma School, Ste B-219, Mesa AZ 85210-3045
 Office: 480-588-6327

CUSTOMER ESTIMATE Item 10

*** Good for 30 days from date shown below ***

Sales Representative: Landon Dipprey
Cell Phone #: 602-619-2191
eMail: l.dipprey@desertmtncorp.com

Bill to:	City of Saratoga PO Box 486 Saratoga, WY Zip: 82331	Ship to:	City of Saratoga City Yard Saratoga State: WY Zip: 82331	Date: 10/29/2023
Sales Tax ID#:	na	County:	Carbon	MAIN CONTRACT #
AP Name:	John Lasko	Site Contact:	Jon Winter	PURCHASE ORDER #
AP Phone#:	307-329-5806	Site Phone#:	307-326-8335	*FUEL SURCHARGE*
AP eMail:	townhall@saratogawyo.org	Site eMail:	dpw@saratogawyo.org	PADD4 Ton

~ INTERNAL USE ONLY ~ **DMC Location Code** WY01 **Mileage from WY01** 450 ~ INTERNAL USE ONLY ~

	Quantity	Unit	Item Code / Description	Item Notes	Price	Total
P R O D U C T S	32	Ton	ISRS / Ice Slicer RS	Delivered to Storage	145.00	4,640.00
						-
						-
S E R V I C E S	32	Ton	FSC / Fuel Surcharge	Estimated: Determined at shipping based on Rocky Mtn National Fuel Avg *See Chart*	1.400	44.80
						-
						-
						-
						-
						-

* Fuel Surcharge May be applied if fuel goes above the per gallon price of \$3.95
 ** Sales Tax (If Applicable it will be in addition to the SUBTOTAL)
 *** Any Stand-by Time associated with contractor delays (pre-watering not complete, shutdowns, etc...) will be charged at \$140 per hour

	SUBTOTAL	4,684.80
	SALES TAX**	5.000% -
	MISC	-
	GRAND TOTAL	\$ 4,684.80

Job Description and Special Notes

Additional email: e.penner@saratogawyo.org

When placing Order you MUST sign Here----->

	Signature and Title	Date
--	---------------------	------

<https://www.eia.gov/petroleum/gasdiesel/>

BASE RATE as of 07/03/23 \$

3.950

Current Price of Fuel and Associated FSC per Ton of Product

\$/Gal	FSC/T	\$/Gal	FSC/T	\$/Gal	FSC/T	\$/Gal	FSC/T	\$/Gal	FSC/T	\$/Gal	FSC/T	\$/Gal	FSC/T
3.96	0.06	4.54	3.26	5.12	6.47	5.70	9.67	6.28	12.88	6.86	16.09	7.44	19.29
3.97	0.11	4.55	3.32	5.13	6.52	5.71	9.73	6.29	12.94	6.87	16.14	7.45	19.35
3.98	0.17	4.56	3.37	5.14	6.58	5.72	9.78	6.30	12.99	6.88	16.20	7.46	19.40
3.99	0.22	4.57	3.43	5.15	6.63	5.73	9.84	6.31	13.05	6.89	16.25	7.47	19.46
4.00	0.28	4.58	3.48	5.16	6.69	5.74	9.89	6.32	13.10	6.90	16.31	7.48	19.51
4.01	0.33	4.59	3.54	5.17	6.74	5.75	9.95	6.33	13.16	6.91	16.36	7.49	19.57
4.02	0.39	4.60	3.59	5.18	6.80	5.76	10.01	6.34	13.21	6.92	16.42	7.50	19.62
4.03	0.44	4.61	3.65	5.19	6.85	5.77	10.06	6.35	13.27	6.93	16.47	7.51	19.68
4.04	0.50	4.62	3.70	5.20	6.91	5.78	10.12	6.36	13.32	6.94	16.53	7.52	19.73
4.05	0.55	4.63	3.76	5.21	6.97	5.79	10.17	6.37	13.38	6.95	16.58	7.53	19.79
4.06	0.61	4.64	3.81	5.22	7.02	5.80	10.23	6.38	13.43	6.96	16.64	7.54	19.85
4.07	0.66	4.65	3.87	5.23	7.08	5.81	10.28	6.39	13.49	6.97	16.69	7.55	19.90
4.08	0.72	4.66	3.92	5.24	7.13	5.82	10.34	6.40	13.54	6.98	16.75	7.56	19.96
4.09	0.77	4.67	3.98	5.25	7.19	5.83	10.39	6.41	13.60	6.99	16.80	7.57	20.01
4.10	0.83	4.68	4.04	5.26	7.24	5.84	10.45	6.42	13.65	7.00	16.86	7.58	20.07
4.11	0.88	4.69	4.09	5.27	7.30	5.85	10.50	6.43	13.71	7.01	16.92	7.59	20.12
4.12	0.94	4.70	4.15	5.28	7.35	5.86	10.56	6.44	13.76	7.02	16.97	7.60	20.18
4.13	1.00	4.71	4.20	5.29	7.41	5.87	10.61	6.45	13.82	7.03	17.03	7.61	20.23
4.14	1.05	4.72	4.26	5.30	7.46	5.88	10.67	6.46	13.88	7.04	17.08	7.62	20.29
4.15	1.11	4.73	4.31	5.31	7.52	5.89	10.72	6.47	13.93	7.05	17.14	7.63	20.34
4.16	1.16	4.74	4.37	5.32	7.57	5.90	10.78	6.48	13.99	7.06	17.19	7.64	20.40
4.17	1.22	4.75	4.42	5.33	7.63	5.91	10.83	6.49	14.04	7.07	17.25	7.65	20.45
4.18	1.27	4.76	4.48	5.34	7.68	5.92	10.89	6.50	14.10	7.08	17.30	7.66	20.51
4.19	1.33	4.77	4.53	5.35	7.74	5.93	10.95	6.51	14.15	7.09	17.36	7.67	20.56
4.20	1.38	4.78	4.59	5.36	7.79	5.94	11.00	6.52	14.21	7.10	17.41	7.68	20.62
4.21	1.44	4.79	4.64	5.37	7.85	5.95	11.06	6.53	14.26	7.11	17.47	7.69	20.67
4.22	1.49	4.80	4.70	5.38	7.90	5.96	11.11	6.54	14.32	7.12	17.52	7.70	20.73
4.23	1.55	4.81	4.75	5.39	7.96	5.97	11.17	6.55	14.37	7.13	17.58	7.71	20.78
4.24	1.60	4.82	4.81	5.40	8.02	5.98	11.22	6.56	14.43	7.14	17.63	7.72	20.84
4.25	1.66	4.83	4.86	5.41	8.07	5.99	11.28	6.57	14.48	7.15	17.69	7.73	20.90
4.26	1.71	4.84	4.92	5.42	8.13	6.00	11.33	6.58	14.54	7.16	17.74	7.74	20.95
4.27	1.77	4.85	4.98	5.43	8.18	6.01	11.39	6.59	14.59	7.17	17.80	7.75	21.01
4.28	1.82	4.86	5.03	5.44	8.24	6.02	11.44	6.60	14.65	7.18	17.86	7.76	21.06
4.29	1.88	4.87	5.09	5.45	8.29	6.03	11.50	6.61	14.70	7.19	17.91	7.77	21.12
4.30	1.93	4.88	5.14	5.46	8.35	6.04	11.55	6.62	14.76	7.20	17.97	7.78	21.17
4.31	1.99	4.89	5.20	5.47	8.40	6.05	11.61	6.63	14.81	7.21	18.02	7.79	21.23
4.32	2.05	4.90	5.25	5.48	8.46	6.06	11.66	6.64	14.87	7.22	18.08	7.80	21.28
4.33	2.10	4.91	5.31	5.49	8.51	6.07	11.72	6.65	14.93	7.23	18.13	7.81	21.34
4.34	2.16	4.92	5.36	5.50	8.57	6.08	11.77	6.66	14.98	7.24	18.19	7.82	21.39
4.35	2.21	4.93	5.42	5.51	8.62	6.09	11.83	6.67	15.04	7.25	18.24	7.83	21.45
4.36	2.27	4.94	5.47	5.52	8.68	6.10	11.89	6.68	15.09	7.26	18.30	7.84	21.50
4.37	2.32	4.95	5.53	5.53	8.73	6.11	11.94	6.69	15.15	7.27	18.35	7.85	21.56
4.38	2.38	4.96	5.58	5.54	8.79	6.12	12.00	6.70	15.20	7.28	18.41	7.86	21.61
4.39	2.43	4.97	5.64	5.55	8.84	6.13	12.05	6.71	15.26	7.29	18.46	7.87	21.67
4.40	2.49	4.98	5.69	5.56	8.90	6.14	12.11	6.72	15.31	7.30	18.52	7.88	21.72
4.41	2.54	4.99	5.75	5.57	8.96	6.15	12.16	6.73	15.37	7.31	18.57	7.89	21.78
4.42	2.60	5.00	5.80	5.58	9.01	6.16	12.22	6.74	15.42	7.32	18.63	7.90	21.84
4.43	2.65	5.01	5.86	5.59	9.07	6.17	12.27	6.75	15.48	7.33	18.68	7.91	21.89
4.44	2.71	5.02	5.91	5.60	9.12	6.18	12.33	6.76	15.53	7.34	18.74	7.92	21.95
4.45	2.76	5.03	5.97	5.61	9.18	6.19	12.38	6.77	15.59	7.35	18.79	7.93	22.00
4.46	2.82	5.04	6.03	5.62	9.23	6.20	12.44	6.78	15.64	7.36	18.85	7.94	22.06
4.47	2.87	5.05	6.08	5.63	9.29	6.21	12.49	6.79	15.70	7.37	18.91	7.95	22.11
4.48	2.93	5.06	6.14	5.64	9.34	6.22	12.55	6.80	15.75	7.38	18.96	7.96	22.17
4.49	2.99	5.07	6.19	5.65	9.40	6.23	12.60	6.81	15.81	7.39	19.02	7.97	22.22
4.50	3.04	5.08	6.25	5.66	9.45	6.24	12.66	6.82	15.87	7.40	19.07	7.98	22.28
4.51	3.10	5.09	6.30	5.67	9.51	6.25	12.71	6.83	15.92	7.41	19.13	7.99	22.33
4.52	3.15	5.10	6.36	5.68	9.56	6.26	12.77	6.84	15.98	7.42	19.18	8.00	22.39
4.53	3.21	5.11	6.41	5.69	9.62	6.27	12.82	6.85	16.03	7.43	19.24	8.01	22.44

ATTACHMENT 1

This is Task Order
No. 1, consisting of
5 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated 1/17/23 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: December 5th, 2023
- b. Owner: Town of Saratoga
- c. Engineer: Engineering Associates
- d. Specific Project (title): Town of Saratoga Greater Road Project
- e. Specific Project (description):
The Town of Saratoga's Public Works department is proposing that several funding sources be used to chip seal, as well as mill and overlay several roads throughout the community. There are several roads in the community that need maintenance operations to maintain their long-term integrity. This project will address a portion of those roads throughout town. The project may consist of approximately 1.3 miles of mill and overlay asphalt in areas identified by the special purpose tax ballot and 4 miles of chip sealing upon additional roads in the community. The project scope will vary based on geotechnical evaluations of existing streets, project funding, and bid prices.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference (inapplicable services are stricken):
 - Preliminary Design Phase (Exhibit A, Paragraph A1.02)
 - Final Design Phase (Exhibit A, Paragraph A1.03)
 - Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
 - Construction Phase Services (Exhibit A, Paragraph A1.05)

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- Including Resident Project Representative (RPR) services (A1.05.A.2)
 - For Resident Project Representative Services (A1.05), Engineering Associates anticipates up to 60 hours a week during peak production and as low as 20 hours a week during low production with an average of 40 hours per week for 10 weeks.
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
 - It is estimated that post construction activities (A1.06) for final documentation will be 40 hours a week for 2 weeks.

B. Resident Project Representative (RPR) Services

1. If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

C. Designing to a Construction Cost Limit

Under this Task Order, Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$1,552,500.00. The bidding or negotiating contingency to be added to the Construction Cost Limit is 0% percent.

D. Other Services`

Engineer shall also provide the following other services:

N/A

- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are as follows:

N/A

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

Party	Action	Schedule
Engineer	Furnish <u>3</u> review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within <u>24</u> days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within <u>7</u> days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish <u>3</u> copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within <u>14</u> days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish <u>3</u> copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within 13 days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within <u>7</u> days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish 3 copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within <u>14</u> days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

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6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Preliminary and Final Design Phase (A1.02, A1.03) and Bidding or Negotiating Phase (A1.04)	\$86,250	Standard Hourly Rate
b. Construction Phase and Resident Project Representative Services (A1.05.A.2, A1.05)* and Post-Construction Phase (A1.06)	\$86,250	Standard Hourly Rate
c. Other Services (see A1.08, and 2.D above)	\$N/A	Standard Hourly Rate
TOTAL COMPENSATION (lines 1.a-h)	\$172,500	Standard Hourly Rate
2. Additional Services (Part 2 of Exhibit A)	(N/A)	(N/A)

*Based on a 4-month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits: N/A

9. Attachments:

- a. Proposed Areas of Work Exhibit (11/28/2023)
- b. Town of Saratoga: Greater Road Project (10/15/2023)

10. Other Documents Incorporated by Reference:

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11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: Emery Penner

Print Name: CRAIG KOPASZ

Title: MAYOR

Title: SARATOGA OFFICE MANAGER

Firm's Wyoming Registration No. ES-0008
State of: WYOMING

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: AUSTIN GILBERT

Title: _____

Title: PROJECT MANAGER

Address: _____

Address: PO BOX 370, SARATOGA, WY 82331

E-Mail Address: _____

E-Mail Address: austin.gilbert@eaengineers.com

Phone: _____

Phone: 307-326-8301

This is **EXHIBIT A**, consisting of 10 pages, referred to in and part of the **Task Order** dated 1/17/2023.

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.02 *Preliminary Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to

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include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

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7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is **ONE**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.

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5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase (Notice to Proceed) or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 Construction Phase

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.

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4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have

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control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

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17. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. *Inspections and Tests*:
- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents

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(subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's

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knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

Exhibit A – Engineer's Services

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This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated 1/17/2023.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:

[Strikeout non-applicable]

- ~~1. Lump Sum (plus any expenses expressly eligible for reimbursement)~~
2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
- ~~3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)~~

C2.02 *Explanation of Compensation Methods*

C. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.1.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of 1.1.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 2 times the witness's standard hourly rate plus reasonable expenses. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.

B. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.



ENGINEERING ASSOCIATES

Engineering Wyoming and the Rockies

CODY, LARAMIE, POWELL, RIVERTON, SARATOGA, SHERIDAN, SUNDANCE, THERMOPOLIS

FEE SCHEDULE

October 25, 2023

HOURLY RATES

ENGINEERING SERVICES

	<u>Per Hour</u>
Engineer's Aide	\$ 80
Resident Project Representative 1	\$ 95
Resident Project Representative 2	\$100
Resident Project Representative 3	\$110
Resident Project Representative 4	\$120
Resident Project Representative 5	\$125
Technician 1	\$ 95
Technician 2	\$100
Technician 3	\$110
Technician 4	\$120
Technician 5	\$125
Engineer-in-Training 1	\$131
Engineer-in-Training 2	\$137
Engineer 1 / Hydrogeologist 1	\$147
Engineer 2 / Hydrogeologist 2	\$168
Engineer 3 / Hydrogeologist 3	\$179
Engineer 4 / Hydrogeologist 4	\$184
Engineer 5 / Hydrogeologist 5	\$194

SURVEYING SERVICES

Surveyor's Aide	\$ 84
Survey Technician 1	\$ 95
Survey Technician 2	\$100
Survey Technician 3	\$110
Survey Technician 4	\$121
Survey Technician 5	\$126
Land Surveyor-in-Training 1	\$131
Land Surveyor-in-Training 2	\$137
Land Surveyor 1	\$147
Land Surveyor 2	\$168
Land Surveyor 3	\$179
Land Surveyor 4	\$184

PROJECT MANAGEMENT SERVICES

Project Manager 1	\$184
Project Manager 2	\$210

SUPPORT SERVICES

Administrative Assistant 1	\$ 79
Administrative Assistant 2	\$ 84
Administrative Assistant 3	\$ 89
CAD Technician 1	\$100
CAD Technician 2	\$110
CAD Technician 3	\$121
CAD Technician 4	\$126

Travel time will be charged at the hourly rates shown above. The technology reimbursable software, equipment, material charge is assessed per man-hour worked on a project. Litigation services and support services in preparation and expert witness duties will be billed at \$340 per hour.

(Continued)

FEE SCHEDULE (CONTINUED)

REIMBURSABLE EXPENSES

EQUIPMENT CHARGES

Survey - GPS or Robotic Station	\$ 70.00 per Hour
Technology – Computer/Cell Phone/Software/Incidentals	6% of Hourly Fee
Vehicle - All Terrain – UTV or Four-Wheeler	\$ 250.00 per Day
Vehicle – Highway/4WD	\$ 1.00 per Mile

MISCELLANEOUS CHARGES

Commercial travel, meals, lodging, records, printing, and other vendor services will be charged for at commercial per diem or at cost rates.

Subconsultant services will be charged at the billed rate.

COPYING AND ELECTRONIC SCANNING (FINAL PRODUCTION ONLY)

Copies - 8 ½" x 11" and 8 ½" x 14"	\$ 0.20 Each
Copies – 11" x 17"	\$ 0.50 Each
Color Copies – 8 ½" x 11" and 8 ½" x 14"	\$ 1.50 Each
Color Copies – 11" x 17"	\$ 2.00 Each
Black and White Prints – Up to 24" x 36"	\$ 10.00 per Sheet
Color Prints – Up to 24" x 36"	\$ 20.00 per Sheet
Scanned Drawing to Electronic File	\$ 15.00 Each Drawing
Reduction, Enlargement, or Exact Scale of Scanned Drawings	\$ 5.00 Each Drawing
CD of Scanned Drawings (Electronic Files)	\$ 5.00 Each
Other Reproducible Media (i.e. Mylar, Vellum) or Larger Prints	Negotiated

TESTING

Density Testing	\$ 30.00 Each
Concrete Cylinder Break w/Mold	\$ 50.00 Each
Asphalt or Concrete Cores	\$ 50.00 Each
Pressure Recorder	\$ 50.00 per Day
Holiday or Adhesion Testing	\$ 50.00 per Day
Dry Film Thickness Testing	\$ 75.00 per Day
Turbidimeter	\$ 70.00 per Day
Current Velocity Meter and Datalogger	\$ 120.00 per Day
Bac-T Testing	\$ 30.00 Each/Friday \$100

SURVEYING MATERIALS

Stake, Hub, Lath, Spike, Nail or Shiner	\$ 3.00 Each
Rebar (#5 x 24")	\$ 5.00 Each
Conduit (½" x 5' EMT)	\$ 5.00 Each
Paint (per can)	\$ 7.50 Each
Steel Fence Post	\$ 10.00 Each
Aerial Targets; Special Materials	Negotiated

SURVEYING MONUMENTS

1½", 2" and 2½" Aluminum Cap and Rebar	\$ 20.00 Each
¾" Brass Cap and Pipe	\$ 150.00 Each
¾" WYDOT Markers	Negotiated

Items not listed above will be billed at cost

If paying by credit card, fees may apply

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated 1/17/2023.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.

5. *Liaison*

- a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples*

- a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
- b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
- c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. *Completion:*
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

This is **EXHIBIT F**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated 1/17/2023.

Construction Cost Limit

Paragraph 5.02 of the Agreement is amended and supplemented to include the following when incorporated in the Task Order for a Specific Project:

F5.02 *Designing to Construction Cost Limit*

- A. A Construction Cost limit may be set forth in the Task Order.
- B. If a Construction Cost limit is set forth in a Task Order, then the Task Order will also specify bidding or negotiating contingency to be added to such Construction Cost limit.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of a Specific Project to the extent consistent with the project requirements and sound engineering practices to bring the project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer, and Owner shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Specific Project within a reasonable time, or (3) cooperate in revising the Specific Project's scope, extent, or character to the extent consistent with the Specific Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of its responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

Exhibit F – Construction Cost Limit

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THIRD AMENDMENT TO AND RESTATEMENT OF THE JOINT POWERS
AGREEMENT, AS PREVIOUSLY AMENDED, BETWEEN
THE TOWN OF ELK MOUNTAIN, WYOMING, THE TOWN OF MEDICINE
BOW, WYOMING, THE TOWN OF SARATOGA, WYOMING, THE TOWN OF
RIVERSIDE, WYOMING, THE TOWN OF ENCAMPMENT, WYOMING, THE TOWN OF
HANNA, WYOMING, AND CARBON COUNTY, WYOMING,
CREATING THE SOUTH CENTRAL WYOMING EMERGENCY MEDICAL SERVICES
JOINT POWERS BOARD

THIS THIRD AMENDMENT TO THE JOINT POWERS AGREEMENT is to be effective on the date on which the Wyoming Attorney General’s Office approves this Third Amendment as required by W.S. 16-1-105(a)(ii), and is made and entered into by and between the Board of County Commissioners, Carbon County, Wyoming, a body politic and corporate (hereinafter referred to as "County"), the Town of Elk Mountain, a Wyoming Municipal Corporation, the Town of Medicine Bow, a Wyoming Municipal Corporation, the Town of Saratoga, a Wyoming Municipal Corporation, the Town of Riverside, a Wyoming Municipal Corporation, the Town of Encampment, a Wyoming Municipal Corporation, and the Town of Hanna, a Wyoming Municipal Corporation, each of which constitute an "agency" as defined by W.S. 16-1-103, and hereinafter are collectively referred to as "Participating Agencies" or, collectively, as the "Joint Powers Board" or “SCWEMS Joint Powers Board.”

RECITALS

1. On March 30, 2009, the Board of County Commissioners, Carbon County, Wyoming, a body politic and corporate, the Town of Elk Mountain, a Wyoming Municipal Corporation, the Town of Medicine Bow, a Wyoming Municipal Corporation, the Town of Saratoga, a Wyoming Municipal Corporation, the Town of Riverside, a Wyoming Municipal Corporation, and the Town of Encampment, a Wyoming Municipal Corporation, entered into an agreement to establish the South Central Wyoming Emergency Medical Services Joint Power Board [“Original Agreement”]. The Original Agreement was approved by the Wyoming Attorney General’s Office as required by W.S. 16-1-105(a)(ii) on March 30, 2009.

2. On January 25, 2016, the Board of County Commissioners, Carbon County, Wyoming, a body politic and corporate, the Town of Elk Mountain, a Wyoming Municipal Corporation, the Town of Medicine Bow, a Wyoming Municipal Corporation, the Town of Saratoga, a Wyoming Municipal Corporation, the Town of Riverside, a Wyoming Municipal Corporation, the Town of Encampment, a Wyoming Municipal Corporation, and the Town of Hanna, a Wyoming Municipal Corporation, entered into the First Amendment to the Original Agreement. The First Amendment was approved by the Wyoming Attorney General’s Office as required by W.S. 16-1-105(a)(ii) on May 9, 2016. The First Amendment: (a) added the Town of Hanna as a party to the Original Agreement, as amended, and made it a “participating agency”; such inclusion of the Town of Hanna as a participating agency was made without the contribution of any additional capital or financial consideration aside from contributions previously provided by the Town of Hanna through the Memorandum of Understanding dated October 29, 2009, between the Town of Hanna and the SCWEMS Joint Powers Board; (b) amended Paragraph 1.09 to establish decisions of the Joint Powers Board should be made by a majority vote of the Joint Powers Board members; (c) amended Paragraph 3, Duration of Agreement, to allow the withdrawal of individual participating entities upon a majority vote of the duly elected members of the Governing Body of the Participating Agency; (d) amended Paragraph 4.03.09 to allow the Joint Powers Board to apply for grant funds without requiring approval of Participating Agencies; and, (e) deleted the portion of Paragraph 1.02 regarding the appointment of an at-large member because the Town of Hanna would appoint one member to the Joint Powers Board.

3. On May 18, 2018, all of the Participating Agencies entered into the Second Amendment to the Original Agreement. On or around July 5, 2018, the Second Amendment was approved by the Wyoming Attorney General's Office as required by W.S. 16-1-105(a)(ii). The Second Amendment: (a) amended Paragraph 1.04 to remove the prohibition against elected officials from the Governing Bodies of Participating Agencies from being appointed as members of the Joint Powers Board; (b) amended Paragraph 1.04 to add an ex-officio non-voting member position for employees of the SCWEMS Joint Powers Board; (c) amended Paragraph 1.05 to prohibit employees of the SCWEMS Joint Powers Board from being appointed as voting members of the Joint Powers Board; (d) clarified the language in Paragraph 1.09 on what establishes a quorum for the transaction of business; and, (e) renumbered paragraphs in Section 1.0 Creation, Organization and Composition of Joint Powers Board to correspond with the changes made in that Section.

4. The Participating Agencies have determined it is in the best interests of the Joint Powers Board to now amend the following provisions which are found in the Original Agreement, or an amendment thereto:

- a. Paragraph 1.04 be amended to add a second ex-officio non-voting employee or volunteer member to the Joint Powers Board, and to provide that one of the ex-officio non-voting members be from the Encampment, Riverside, or Saratoga areas ["South"], and that one of the ex-officio non-voting members be from the Elk Mountain, Hanna, or Medicine Bow areas ["North"];
- b. Paragraph 1.12 be amended regarding remote attendance at meetings so as to be consistent with legal requirements;
- c. Paragraph 1.14 be amended to reflect the Joint Powers Board's current physical and mailing addresses;
- d. Paragraph 2.0 be amended to add language meeting the requirements of W.S. § 16-1-105(b) concerning ownership of facilities, equipment and vehicles and providing services;
- e. Paragraph 3.0 be amended to delete language which is redundant with the provisions of the newly amended Paragraph 9; add clarifying language concerning voluntary withdrawal of a Participating Agency by providing dates by which certain actions occur so as to interface with the Participating Agencies and the Joint Powers Board's budgeting process; simplifying the process for voluntary withdrawal and establishing a time period before which a withdrawing Participating Agency would become eligible to request to rejoin the Joint Powers Board;
- f. Paragraph 4.03.04 be amended to expand and specify the Joint Powers Board's budgeting process, its interface with the Participating Agencies' budgeting process and specifying that a Participating Agency's contribution of funds to the SCWEMS Joint Powers Board is an obligation to pay;
- g. Paragraph 4.03.09 be amended to specify those instances when prior approval from the Participating Agencies is required to make application for grants or loans;
- h. Paragraph 5.1 be amended to add new subparagraphs and provisions to describe the process for addressing situations when a Participating Agency fails to pay its contribution of funds in a timely fashion and establishing a time period before which a Participating Agency, which has been removed, would become eligible to request to rejoin the Joint Powers Board; and,
- i. Paragraph 9 be amended to clarify the requirements upon termination, dissolution, and distribution of assets of the Joint Powers Board.

5. The Participating Agencies have determined that it is in the best interests of the Joint Powers Board and the Participating Agencies to now restate the Original Agreement, as amended in 2016 and 2018, and by this Third Amendment, and to merge the parties' complete and current agreement into one comprehensive document which reflects the current provisions of the agreement between the Participating Agencies, without the necessity of referring to four different documents. The restated Original Agreement, as amended in 2016 and 2018 and by this Third Amendment is as follows:

WITNESSETH

WHEREAS, pursuant to W.S. 16-1-104 (b) of the Act, any power, privilege or authority exercised or capable of being exercised by any agency may be exercised and enjoyed jointly with any other agency having a similar power, privilege or authority; and,

WHEREAS, the parties recognize that emergency medical services play a vital role in saving lives and protecting the health and welfare of the citizens of South Central Wyoming and the traveling public by providing necessary pre-hospital emergency medical care; and,

WHEREAS, building and maintaining a strong regional emergency medical service infrastructure is critical to the health of all citizens; and,

WHEREAS, a coordinated emergency medical system across the region could reduce death and disability due to medical emergencies; and,

WHEREAS, citizens of South Central Wyoming should have access to a rapid emergency medical services system that is ready to provide lifesaving care and protection for persons twenty-four (24) hours a day, seven (7) days a week; and,

WHEREAS, citizens of South Central Wyoming would benefit daily from knowledgeable, skilled, dedicated and trained volunteer emergency medical technicians; and,

WHEREAS, the parties hereto have determined that it is for the benefit of the parties to jointly plan for, create, expand, finance, operate and provide emergency medical services to the citizens of the South Central Wyoming; and,

WHEREAS, pursuant to W.S. 16-1-104 (b) and W.S.18-2-108, the parties may enter into contracts or agreements to jointly establish and operate fire protection agency facilities and medical related facilities and equipment used in joint operations and may issue their bonds for such purpose as provided by law; and,

WHEREAS, each of the Participating Agencies has agreed that the provision of necessary facilities and equipment for emergency medical services is for the benefit for the residents, which are encompassed with the powers, privileges or authorities granted under the laws of the State of Wyoming, is of common concern to all such parties; and,

WHEREAS, the parties desire to create and organize a Joint Powers Board under the Act in order to pursue providing emergency medical services to South Central Wyoming; and,

NOW, THEREFORE, in consideration of the promises, agreements and mutual covenants made herein, it is agreed by and between the Board of County Commissioners, Carbon County, Wyoming, and the Governing Bodies of the Town of Medicine Bow, the Town of Saratoga, the Town of Elk Mountain, the Town of Riverside, the Town of Encampment, and the Town of Hanna, to amend the Original Agreement, as previously amended in 2016 and 2018 and as amended by this Third Amendment, all as described above, and herein below, and to restate the parties' complete and current agreement into one comprehensive document, as follows:

1.0. Creation, Organization and Composition of Joint Powers Board. There is hereby created, pursuant to W. S. 16-1-106 of the Act, the South Central Wyoming Emergency Medical Services Joint Powers Board (hereinafter referred to as the "Joint Powers Board" or "SCWEMS Joint Powers Board").

1.01. The Joint Powers Board shall consist of seven (7) voting members, all of whom shall be qualified electors of Carbon County.

1.02. Each Governing Body of the Participating Agencies shall appoint one (1) member to the Joint Powers Board. [Amended 2016]

1.03. The Memorial Hospital of Carbon County shall have two (2) ex-officio non-voting members. The ex-officio members shall be the Chief Executive Officer of the Hospital and the EMS Medical Director and shall be appointed by the County.

1.04 The employees/volunteers of the SCWEMS Joint Powers Board shall have two (2) ex-officio non-voting members to the Joint Powers Board. One (1) ex-officio non-voting member shall be recommended to the Joint Powers Board by the employees/volunteers from the Saratoga, Encampment, Riverside areas ["South"] and one (1) ex-officio non-voting member shall be recommended to the Joint Powers Board by the employees/volunteers from Hanna, Medicine Bow, Elk Mountain areas ["North"]. Only employees or volunteers of the SCWEMS Joint Powers Board are eligible to serve as ex-officio non-voting members to the Joint Powers Board pursuant to this paragraph.

Upon receipt of the recommendations, the Joint Powers Board makes the appointment of the ex-officio non-voting members, who are to serve a one (1) year term, commencing July 1 and ending by its own terms on June 30 of the following year. Persons appointed as ex-officio non-voting members to the Joint Powers Board may be reappointed for additional terms. SCWEMS employees who hold an administrator or manager position and are responsible for the day-to-day operations of SCWEMS are not eligible to serve as ex-officio non-voting members of the Joint Powers Board. [Amended 2018 and 2023]

1.05 No voting member on the Joint Powers Board representing any of the Participating Agencies will be an employee of the SCWEMS Joint Powers Board. [Amended 2018]

1.06. Appointments for a full term shall be for a full three (3) year staggered term. Vacancies for unexpired terms shall be filled by appointment by the Governing Bodies of the Participating Agencies. Members of the Joint Powers Board may be removed for cause by the Governing Bodies of the Participating Agencies. In order to set up the staggering of terms, initially each of the Towns shall appoint one member each for a one (1) year term, and the County shall appoint one member for a three (3) year term. The jointly appointed member shall serve a two (2) year term. All members of the Joint Powers Board shall be appointed by each of the Participating Agencies within thirty (30) days of the approval of this agreement by the Wyoming Attorney General's Office.

1.07. All vacancy appointments shall be made by the Governing Body which made the appointment of the retiring member. In the event a vacancy should occur prior to the expiration of the retiring member's term, the successor shall be appointed within thirty (30) days of notification to such Governing Body of the vacancy to serve the unexpired portion of the retiring member's term and the appointment of the retiring member.

1.08. Upon this Agreement becoming effective and upon the appointment of at least a majority of the members of the Joint Powers Board, members shall be given notice of the time and place for the first meeting of the Joint Powers Board by the County Attorney, and at which time the Joint Powers Board shall organize itself. At the organizational meeting, the Board shall also elect from its membership a Chairperson, Vice-chairperson, Secretary and Treasurer. At the first meeting, the Joint Powers Board shall adopt policies, by-laws and regulations for emergency medical services which shall be consistent with emergency medical care according to standards set by the Physician Director and the Office of Emergency Medical Services of the Department of Health for the State of Wyoming. The Secretary of the Joint Powers Board shall notify the Participating Agencies' Governing Bodies of the Joint Powers Board of its organization and shall file a

certification with the County Clerk, Secretary of State and Office of the Attorney General showing the Joint Powers Board's organization.

1.09. The Joint Powers Board shall meet at the call of the Chairperson, upon oral or written request of a majority of the members, within ten (10) days after the request is given by any Participating Agency or in any event not less than once every three (3) months.

1.10. Four (4) voting members of the Joint Powers Board shall constitute a quorum for the transaction of business. The vote of a majority of the voting members present at a meeting where a quorum is present shall determine the action or decision of the Joint Powers Board, except when a different vote is required by State Law. [Amended 2016 and 2018]

1.11. A Joint Powers Board member who is present at a meeting of the Joint Powers Board at which action or any matter is taken shall be presumed to have assented to the action taken, unless his or her dissent shall be entered in the minutes of the meeting, or unless he or she shall file a written dissent to such action with the secretary before the adjournment of the meeting, or shall forward such dissent by certified mail to the secretary of the meeting immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

1.12. Joint Powers Board members may attend and participate in any meeting by means of conference telephone, internet, zoom, Facebook or similar communication (collectively referred to as "remote communications"), so long as all persons participating in such meeting, including members of the public who are in attendance at the meeting location or by means of remote communications, can hear one another for the entire discussion of the matter(s) to be discussed and/or voted upon. Participating in a meeting pursuant to this section shall constitute presence in person at such meeting. The minutes of the meeting shall reflect the nature of the presence of each person attending or participating, if participation is by a means of remote communications. [Amended 2023]

1.13. At the first organizational meeting and at each annual meeting thereafter, the Joint Powers Board shall establish a budget for the acquisition of assets and the operation and maintenance of acquired facilities for the ensuing year. Deficit spending shall not be permitted.

1.14. The principal office of the Joint Powers Board shall be located at: 1402 S. River Street, Saratoga, Wyoming 82331. The mailing address is: PO Box 1192, Saratoga, WY 82331. [Amended 2023]

2.0. Purpose. The purpose of the Joint Power Board is to provide unified planning and coordination of an emergency medical service system in South Central Wyoming by and through the Joint Powers Board and to provide, by working through the Participating Agencies and County, for the necessary ongoing operation and management of the emergency medical services system for maximum utilization of equipment, facilities, and service. The Joint Powers Board is the owner, or in some instances, lessor, of facilities, equipment, and vehicles which are necessary for the operation of SCWEMS. Each Participating Agency receives services from SCWEMS on an "as needed, as available" basis.

3.0. Duration of the Agreement; Voluntary Withdrawal of Participating Agency. This Agreement and the Joint Powers Board shall be of perpetual duration. This Agreement may be terminated and the Joint Powers Board may be dissolved and its assets distributed as provided in Paragraph 9 upon the mutual agreement and approval of a majority of the Participating Agencies.

An individual Participating Agency may voluntarily withdraw from the Agreement, **effective as of June 30 of any year**, by following the following process: (a) a majority vote of the duly elected members of the Governing Body of that Participating Agency shall approve the voluntary withdrawal from the Agreement no later than April 15 of the year in which the Participating Agency intends to withdraw; and,

(b) written notice of intent to voluntarily withdraw from the Agreement shall be given to each Participating Agency and the SCWEMS Joint Powers Board no later than April 15 of the year in which the individual Participating Agency intends to withdraw.

Voluntary withdrawal of an individual Participating Agency shall not result in the termination of this Agreement or dissolution of the Joint Powers Board, but will result in removal of the withdrawing Participating Agency's board member from the Joint Powers Board and the Participating Agency no longer receiving services of the Joint Powers Board. A withdrawing Participating Agency shall not receive any previously provided capital or financial contributions upon its voluntary withdrawal pursuant to this paragraph nor shall it share in the distribution of Joint Powers Board assets at such time as there may be a termination of the Agreement and dissolution of the Joint Powers Board and distribution of its assets pursuant to Paragraph 9. [Amended 2016 and 2023]

A Participating Agency which has voluntarily withdrawn pursuant to this paragraph is eligible to request admission to SCWEMS five (5) fiscal years after the effective date of voluntary withdrawal. Admission requires the unanimous approval of all then Participating Agencies. [Amended 2023]

4.0. Powers and Duties of the Joint Powers Board.

4.01. The Joint Powers Board may employ such other persons as may be necessary to carry out the purposes of this Agreement, including, but not limited to, emergency medical personnel, legal counsel, an Executive Director, clerical assistance as necessary, and engage the services of research and consulting agencies within the limits of its authorized and available funds.

4.02. The Joint Powers Board shall adopt such policies, by-laws and regulations, not inconsistent with this Agreement or the Wyoming Joint Powers Board Act, as it deems necessary to carry out the business of the Joint Powers Board.

4.03. The responsibilities of the Joint Powers Board shall be as follows:

4.03.01. To elect officers and adopt policies, by-laws, regulations as it deems appropriate.

4.03.02. To fix the time and place of regular meetings, provided that meetings shall be held as provided in Paragraph 1.09.

4.03.03. To keep minutes of all meetings during which official action is taken as well as financial records. Such minutes and records shall be public records as provided under the Wyoming Open Meetings Act.

4.03.04. The fiscal year of the Joint Powers Board shall commence on July 1 of each year and terminate on June 30 of the following year.

The annual budget of the Joint Powers Board will be adopted in substantially the following manner:

- (a) By April 1 of each year, the Joint Powers Board will provide to each Participating Agency a draft proposed preliminary budget for the upcoming fiscal year, together with the estimated anticipated total contributions which will be requested from all Participating Agencies, including the basis upon which and the calculations made to determine the estimated anticipated contributions being requested from each Participating Agency;

- (b) By April 15 of each year, any Participating Agency which intends to voluntarily withdraw from the Agreement will have initiated the process described in Paragraph 3.0 so the Joint Powers Board can take that into account in its budgeting process;
- (c) The Joint Powers Board will take comments upon the draft proposed preliminary budget until May 15 of each year;
- (d) Prior to the final hearing upon its annual budget, the Joint Powers Board will provide a copy of the budget it anticipates adopting for the upcoming fiscal year to each Participating Agency;
- (e) After the annual budget is formally adopted by the Joint Powers Board, a copy will be provided to each Participating Agency unless no changes were made to the anticipated budget, a copy of which was provided under (d) above, in which event the Joint Powers Board will so advise each Participating Agency and no additional copy will be provided.
- (f) Upon adoption of the Joint Powers Board annual budget, the Joint Powers Board shall notify each Participating Agency of the amount of contribution that Participating Agency is obligated to pay to the Joint Powers Board.
- (g) Each Participating Agency shall be obligated to pay its contribution to the Joint Powers Board in the manner set forth in Section 5.01.03 of this Agreement.

4.03.05. To develop and maintain a strategic, long-range plan with existing governmental agencies and the private sector.

4.03.06. To coordinate activities with existing governmental agencies and the private sector.

4.03.07. To cooperate with and solicit the advice, counsel and recommendations of Participating Agencies and County.

4.03.08. To keep the Governing Bodies of the Participating Agencies and Counties advised as to its progress and shall provide regular written or formal reports concerning its activities and finances on a semi-annual basis to Participating Agencies.

4.03.09. To apply for any grants which may be available to the SCWEMS Joint Powers Board. Prior approval of the grant application from the Participating Agencies is not required unless: (a) the terms of the grant require such approval; (b) a Participating Agency is a sponsor of the grant; (c) the grant is for the purpose of the construction of a building; (d) the grant is for the purchase of equipment or vehicles with an estimated cost of \$250,000 or more; or, (e) the grant places some fiscal responsibility upon one or more of the Participating Agencies. The "prior approval" required for grant applications shall be by a majority of the Participating Agencies; if the grant places some fiscal responsibility upon one or more of the Participating Agencies, that/those Participating Agency/ies must have voted in favor of such grant approval.

Prior approval by the Participating Agencies is required for any request or application for loan monies which may be legally available to the Joint Powers Board. The "prior approval" required for loans shall be by a two-thirds (2/3rds) vote of the Participating Agencies. Upon receipt of any grant, or loan, the Joint Powers Board will administer, control and account for such funds in the manner required by the terms of the grant or loan and any applicable law. [Amended 2016 and 2023]

4.03.10. To comply with all requirements of it as set forth in the Act.

4.03.11. To accept and expend donations, grants or payments from persons and entities other than the Participating Agencies.

4.04. The Joint Powers Board may:

4.04.01. Sue and be sued in the same manner in the name in which the Joint Powers Board is designated.

4.04.02. Acquire, hold, convey, lease, rent and manage property, real and personal, for the benefit of the Participating Agencies, either alone or jointly with public or private agencies, institutions, persons or corporations.

4.04.03. Enter into agreements with any public or private agency, institution, person or corporation for the performance of acts or furnishing of services or facilities by or for the Joint Powers Board or Participating Agencies or County.

4.04.03(a). Accept or reject any federal, state, or private gifts, grants, bequests or devises, monies, properties or services.

4.04.03(b). Utilize the services of any officer or employee of the Participating Agencies, with the approval of the Governing Bodies of the said agencies.

4.04.03(c). Insure against loss of property.

4.04.03(d). Additionally, the Joint Powers Board shall have all other powers and duties enumerated in or reasonably implied from the Act, W. S. 16-1-101, et seq. and the statutes of the State of Wyoming.

4.04.04. Raise funds from loans, sale of revenue bonds, grants, tax exempt contributions and such other means of financing as are authorized by the Wyoming Joint Powers Act.

4.04.05. Employ an administrator or manager and delegate to him or her the responsibility of the day-to-day operations of the organization that are consistent with its purpose.

4.04.06. Within the limits of its authorized and available funds, to hire and fire employees; to enter into contracts for technical, legal, administrative, clerical assistance and such other services as are deemed necessary by the Joint Powers Board.

4.04.07. Establish bank accounts with banking institutions within the State of Wyoming and to authorize the Chairperson and Treasurer and such other members of the Joint Powers Board as deemed necessary to make deposits and withdraw funds for the South Central Wyoming Emergency Medical Services.

4.04.08. The Joint Powers Board may establish an endowment fund to defray the costs of operation and maintenance of future projects of the Joint Powers Board.

4.05. Participating Agencies and County may make their resources and staff available to assist the Joint Powers Board in the performance of its powers and duties.

5.0. Financing of Emergency Medical Service System. The Joint Powers Board may formulate any plan or plans for the financing of an emergency medical service system as it may deem appropriate. The Board may solicit and obtain funds from any of the following sources:

5.01. The contribution of funds from one (1) or more of the Participating Agencies which would be available to each agency if proceeding individually, including, but not necessarily limited to, designated proceeds of any portion of a tax revenue stream as may be determined by said governmental body.

5.02. Gifts, donations or grants of federal money.

5.03. Loans and/or grants from the State Land and Investment Board, Wyoming Business Council or another State or Federal agency.

5.04. The issuance by the Board of its revenue bonds under the Authority of W.S. 16-1-107(a)(iii). A resolution authorizing the issuance of said revenue bonds and each revenue bond issued thereunder shall contain a recital that the bonds do not constitute a general obligation of the Joint Powers Board or of any of the Participating Agencies, but shall be payable from a special fund to contain the revenues to be derived from the ownership, operation, renting or leasing of the project, and further, that the lien of the pledge of the revenues constitutes a first lien, but not necessarily an exclusive first lien, on said revenues, and further that the project is to be funded by the proceeds of the bonds which will be pledged, if necessary, as additional security for the payment of bonds.

5.05. Should the Joint Powers Board be successful in obtaining a loan or loans from the State Land and Investment Board or another State or Federal agency for an emergency medical service system, the Joint Powers Board is authorized and empowered to take all necessary action to arrange for and secure the disbursement of the loan funds, and upon receipt, the funds shall be deposited in a separate bank account to the credit of the Joint Powers Board only for payments upon the loan or loans, and for the payment of vouchers duly audited and approved for payment by the Joint Powers Board for expenses incurred in connection with the project or projects for which the loan or loans were granted.

5.06. Receipt of medical reimbursement proceeds for completed emergency medical services rendered by the Joint Powers Board.

5.1. Failure of Participating Agency to Pay Funds Due the Joint Powers Board in a Timely Fashion; Removal of Participating Agency Due to Failure to Pay Funds due the Joint Powers Board in a Timely Fashion.

5.1.01. The parties agree that it is a breach of this Agreement, for a Participating Agency to fail to timely pay the funds to the Joint Powers Board which the Participating Agency has become obligated to pay under the provisions of Paragraph 4.03.04 of this Agreement.

5.1.02. Once the contributions of funds from each Participating Agency have been established, as provided in Paragraph 4.03.04, the Participating Agency is obligated to contribute and make timely payment to the Joint Powers Board for that particular fiscal year of July 1 until June 30 of the following year. If a Participating Agency disagrees with the Joint Powers Board regarding any matter, disputes the calculation of a payment, or is having problems making its required contribution, the Participating Agency shall promptly advise the Joint Powers Board so the parties can work cooperatively to try to resolve the concern, and, **a payment may be made “under protest” but may not be withheld.**

5.01.03. Contributions of funds from each Participating Agency are paid not less frequently than quarterly and are due on the 20th day of September, December, April and June of each calendar month during the fiscal year (“due date”), unless other arrangements for timely payment are made between a particular Participating Agency and the Joint Powers Board.

Any Participating Agency whose contributions have not been paid within ten (10) calendar days of the due date may be declared in default by a majority vote of the members of the Joint Powers Board.

Notice of such declaration of default by the Joint Powers Board shall be delivered to the Participating Agency, either in person or by certified mail to the Office of the Town Clerk/County Clerk. Notice of default is deemed complete on the date notice of such declaration of default is (a) deposited in the United States Postal Service, with sufficient postage affixed, addressed to the Participating Agency; or, (2) on the date notice of such declaration of default is personally delivered/served upon the Office of the Town Clerk/County Clerk of the Participating Agency whose contributions have not been paid within ten (10) calendar days of the due date and have been declared to be in default.

5.01.04. If a Participating Agency fails to make timely payment to the Joint Powers Board within twenty (20) calendar days of the date notice of default is deemed complete as described above, the Joint Powers Board has the authority to make a recommendation to all the Participating Agencies that the Participating Agency whose contributions have not been paid within ten (10) calendar days of the due date and has been declared to be in default, be removed from the Joint Powers Agreement and Joint Powers Board.

Within thirty (30) calendar days of the Joint Powers Board's recommendation, the Participating Agencies shall vote whether or not the particular Participating Agency should be removed from the Joint Powers Agreement and Joint Powers Board. Removal of a Participating Agency from the Joint Powers Agreement and Joint Powers Board for failure to make timely payment, requires a two-thirds (2/3rds) majority vote by the Participating Agencies. The Participating Agency which has been recommended for removal from the Joint Powers Agreement and Joint Powers Board, may, at its option, during this thirty (30) calendar day period appear before the Joint Powers Board and any or all of the Participating Agencies and/or present such information which it believes is relevant to the recommendation that it be removed from the Joint Powers Agreement and Joint Powers Board. At any time prior to two-thirds (2/3rds) of the Participating Agencies voting in favor of removal, the Participating Agency which has been recommended for removal may avoid removal by paying in full, all delinquent contribution amounts and the remaining balance of its contribution for the fiscal year.

Removal of an individual Participating Agency shall not result in the termination of this Agreement or dissolution of the Joint Powers Board, but will result in removal of the Participating Agency's board member from the Joint Powers Board, the Participating Agency no longer receiving services of the Joint Powers Board, and the Participating Agency no longer being a party to the Agreement, effective on the date that two-thirds (2/3rds) of the Participating Agencies have voted in favor of removal. A Participating Agency which has been removed from the Joint Powers Board shall not receive any previously provided capital or financial contributions upon its removal pursuant to this paragraph nor shall it share in the distribution of Joint Powers Board assets at such time as there may be a termination of the Agreement, dissolution of the Joint Powers Board, and distribution of its assets pursuant to Paragraph 9. In addition, the Joint Powers Board reserves the right to pursue all legal remedies available to it for recovery of any unpaid contribution amounts, together with its reasonable attorney's fees and costs incurred in collecting unpaid contributions.

A Participating Agency which has been removed pursuant to this paragraph is eligible to request admission to SCWEMS five (5) fiscal years after the effective date of removal. Admission requires the unanimous approval of all then Participating Agencies. [Amended 2023]

6.0. Officers.

6.01. Promptly after the initial appointments, the Joint Powers Board shall meet, organize and elect from its membership a Chairperson, Vice-Chairperson, Secretary and Treasurer. Thereafter, Officers shall be appointed on an annual basis at the first meeting after the start of the fiscal year.

6.02. The Chairperson shall conduct all meetings of the Joint Powers Board, execute all documents and instruments on behalf of the Joint Powers Board, hire and fire any and all employees of the

Joint Powers Board, with the consent of the Joint Powers Board, and perform such other duties as may, from time to time, be directed by the Joint Powers Board.

6.03. The Vice-Chairperson shall serve in the capacity of the Chairperson when the Chairperson may be incapacitated or unable to serve for any other reason.

6.04. The Secretary shall attest all instruments executed by the Chairperson; be responsible for filing all instruments with the appropriate state and county office as required by law; record comprehensive minutes of every meeting; correspond on behalf of the Joint Powers Board and perform such other duties as may, from time to time, be directed by the Joint Powers Board. Following the meeting, Secretary shall notify the respective Governing Bodies of the Joint Powers Board's organization and shall file a certificate with the Wyoming Secretary of State and the Carbon County Clerk showing its organization.

6.05. The Treasurer shall execute all checks and drafts, along with the Chairperson, or such other member of the Joint Powers Board as designated for such purposes, and shall be responsible for the preparation of all federal, state and local reports, and the financial statements of the Joint Powers Board and perform such duties as may, from time to time, be directed by the Joint Powers Board.

7.0. Emergency Medical Technicians

7.01. The emergency medical technicians (EMT) as defined by W.S. 33-36-102(a)(x), may operate as a volunteer EMT as defined by W.S. 35-29-101(a)(iii).

7.02. All EMTs (whether paid or volunteers) and BECs shall provide emergency medical care according to standards set by the EMS Medical Director of Memorial Hospital of Carbon County, and the Office of Emergency Medical Services of the Department of Health for the State of Wyoming. If an EMT or BEC is paid, it shall be an employee of the Joint Powers Board.

7.03. The Joint Powers Board shall adopt the State of Wyoming EMS Guidelines.

8.0. Enactment

This Agreement and any amendments thereto shall not become effective until they have been approved by the Carbon County Board of Commissioners, the Governing Body of each Participating Agency, and the Wyoming Attorney General's Office (who shall determine the Agreement is complete and compatible with the laws and the Constitution of the State of Wyoming), is filed with the Wyoming Secretary of State, and enacted and published, if required by Wyoming Law.

9.0. Termination; Dissolution; and, Distribution.

9.01. This Agreement and the Joint Powers Board shall continue in existence until terminated by mutual agreement as provided in Paragraph 3.0. Upon the determination that the Agreement and the Joint Powers Board should be terminated, the Board shall begin the process of dissolution of the Joint Powers Board and distribution of its assets.

9.02. During the process of dissolution and distribution, the Joint Powers Board and this Agreement continue in existence for the purpose of winding up the business of the Joint Powers Board. The Joint Powers Board shall proceed in a timely fashion to undertake such activities as necessary to wind up the business of the Joint Powers Board, specifically:

9.02.01 All outstanding obligations of the Joint Powers Board must be fully paid and satisfied or other provisions for their payment or their satisfaction must be made;

9.02.02. Close and cease the business activities of the Joint Powers Board;

9.02.03. Marshal [inventory] the assets of the Joint Powers Board and distribute in kind, liquidate, or otherwise dispose of those assets;

9.02.04. Make distributions to the Participating Agencies entitled to participate in the distribution; and,

9.02.05. Make appropriate filings with governmental entities and perform such other acts as necessary to complete the dissolution of the Joint Powers Board and distribution its assets.

9.03. After satisfaction of or provision for the satisfaction of all debts and obligations of the Joint Powers Board have been made, the Joint Powers Board shall distribute, set over, transfer, convey or assign any facilities, improvements or other property owned by the Joint Powers Board to the then Participating Agencies as the then Participating Agencies may mutually agree between themselves.

In the absence of reaching a mutual agreement, made and reduced to writing within sixty (60) calendar days of the date of the mutual agreement to terminate the Joint Powers Agreement pursuant to Paragraph 3.0, then and in that event, the distribution to each then Participating Agency then entitled to participate in the distribution shall be equal to a percentage of the total distribution to be made, calculated in accordance with the following formula: population of the specific Participating Agency [based upon the most recent U.S. Census] divided by the total population of all then Participating Agencies [based upon the most recent U.S. Census].

9.04. The SCWEMS Joint Powers Board is authorized to distribute the assets of the Joint Powers Board, in kind, to the Participating Agencies, or to sell the assets of the Joint Powers Board in a commercially reasonable manner and then make distribution of the net proceeds to the Participating Agencies in the manner set forth in Paragraph 9.03.

10.0 Vacancies and Removal of Joint Powers Board Members. Members of the Joint Powers Board may be removed, with cause, by the Governing Body which appointed the member for the following reasons:

10.01. If a member of the Joint Powers Board ceases to be a qualified elector consistent with Paragraph 1.1, the member's position on the Joint Powers Board shall be declared vacant by the Governing Body which appointed the member;

10.02. If a member of the Joint Powers Board is convicted of a felony or found guilty/adjudicated of a crime of dishonesty during said tenure as a member of the Joint Powers Board, the member's position on the Joint Powers Board shall be declared vacant by the Governing Body which appointed the member;

10.03. If a member of the Joint Powers Board fails to attend three (3) or more consecutive Joint Powers Board meetings, unless there is a two-thirds (2/3rds) majority vote by the Joint Powers Board members that good cause exists to excuse the nonattendance, the member's position on the Joint Powers Board shall be declared vacant by the Governing Body which appointed the member; or

10.04. If a member of the Joint Powers Board substantially fails to perform the member's duties as determined by a two-thirds (2/3rds) majority vote by Participating Agencies, the member's position on the Joint Powers Board shall be declared vacant. This vote must be conducted by the Participating Agencies as opposed to the Joint Powers Board.

10.05. If a member of the Joint Powers Board fails to comply with any policy established by the Joint Powers Board, the Joint Powers Board has the authority to make a recommendation for removal to the Participating Agencies. The Participating Agencies shall vote on whether or not the member should be removed. Removal of a member requires a two-thirds (2/3rds) majority vote by the Participating Agencies.

11.0 Liability and Governmental Immunity.

11.01. Except as otherwise provided by law, no individual member of the Joint Powers Board shall be personally liable for any actions or procedures of the Joint Powers Board as provided by W.S.16-1-106 (b). Nothing herein, nor any action taken by the Joint Powers Board, shall modify, limit or in any way alter the governmental immunity afforded to the Governing Bodies by the full extent under Wyoming law or that each Participating Agency may have otherwise under Wyoming law.

11.02. The Joint Powers Board shall cover workers' compensation for all EMTs, BECs, Ambulance Drivers or other approved individuals while in the performance of their duties under this Agreement. Further, all volunteer EMTs, BECs, Ambulance Drivers or other approved individuals while in the performance of their duties under this Agreement shall be deemed volunteers of the Joint Powers Board for the purposes of governmental liability, and the Wyoming Governmental Claims Act shall be applicable to any claims against said volunteers while acting in their capacity as a volunteer. Any paid employee will be considered an employee of the Joint Powers Board and shall be considered as such for the purposes of the governmental liability and the Wyoming Governmental Claims Act.

11.03. All pension, disability and other benefits which normally apply to assigned volunteer or non-volunteer EMTs of Participating Agencies while in the performance of their duties in their own Participating Municipality or County shall also apply to them when acting pursuant to this Agreement.

11.04. Nothing herein, nor any action taken by the Joint Powers Board, shall modify limit or in any way alter the governmental immunity afforded to the Governing Bodies by the full extent under Wyoming law or that each Participating Municipality or County may have otherwise under Wyoming.

12.0 Open Meetings. All meetings of the Joint Powers Board shall be open to the public after reasonable notice thereof publicly posted, including posting in the designated location for each Participating Agency and County.

13.0 Compensation. When actually in the performance of their duties, the members of the Joint Powers Board shall not receive any compensation from the Joint Powers Board or otherwise, but shall be reimbursed for travel and per diem expenses at the same rate given to State of Wyoming employees and otherwise as authorized by W.S. 16-1-106(b).

14.0 Geographical Area Restriction. The geographical area within which the Joint Powers Board is authorized by this Agreement to perform those acts enumerated herein encompasses South Central Wyoming; including, but not limited to, Carbon County and Sweetwater County, Wyoming.

15.0 Severability. The terms, provisions and conditions of the Agreement are severable. If any term or provision of the Agreement or its application to any person or circumstances is determined by a court of proper jurisdiction to be invalid, such invalidity shall be limited to such person, circumstances, term or provision, and shall not affect other persons, circumstances, terms or provisions which can be given effect without the invalid provision or application.

16.0 Amendment. This Agreement may be amended, in whole or in part, by a written agreement by the parties and approval by the Office of the Wyoming Attorney General.

17.0 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives and assigns.

18.0 Non-Waiver. No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

19.0 Headings. Headings in the Agreement are for convenience only and shall not be used to interpret or construe its provisions.

20.0 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Wyoming.

21.0 Execution of Agreement. This Agreement is made and executed the date noted by each of the Participating Agencies in accordance with the authorization by majority vote of the duly elected members of the Governing Bodies of the Participating Agencies, and by majority vote of the duly elected members of the Board of County Commissioners, Carbon County, Wyoming. The Agreement document may be executed in counterparts and the signatures of all Participating Agencies combined to constitute the duly executed Agreement of the parties.

TOWN OF ELK MOUNTAIN, WYOMING

By: _____
Mayor

Attest:

Town Clerk

(SEAL)

Date Approved by Governing Body

Address for providing notice to the Town of Elk Mountain, Wyoming:

TOWN OF MEDICINE BOW, WYOMING

By: _____
Mayor

Attest:

Town Clerk

(SEAL)

Date Approved by Governing Body

Address for providing notice to the Town of Medicine Bow, Wyoming:

TOWN OF SARATOGA, WYOMING

By: _____
Mayor

Attest:

Town Clerk

(SEAL)

Date Approved by Governing Body

Address for providing notice to the Town of Saratoga, Wyoming:

TOWN OF RIVERSIDE, WYOMING

By: _____
Mayor

Attest:

Town Clerk

(SEAL)

Date Approved by Governing Body

Address for providing notice to the Town of Riverside, Wyoming:

TOWN OF ENCAMPMENT, WYOMING

By: _____
Mayor

Attest:

Town Clerk

(SEAL)

Date Approved by Governing Body

Address for providing notice to the Town of Encampment, Wyoming:

TOWN OF HANNA, WYOMING

By: _____
Mayor

Attest:

Town Clerk

(SEAL)

Date Approved by Governing Body

Address for providing notice to the Town of Hanna, Wyoming:

BOARD OF COUNTY COMMISSIONERS, CARBON COUNTY, WYOMING

By: _____
Chairperson

Attest:

Carbon County Clerk

(SEAL)

Date Approved by Board of County
Commissioners

Address for providing notice to the Board of County Commissioners, Carbon County,
Wyoming:

**State of Wyoming
Office of Attorney General**

In accordance with W.S. 16-1-105(a)(ii), I hereby certify that the foregoing Third Amendment to the Agreement establishing the South Central Wyoming Emergency Medical Services Joint Powers Board was received by this office and has been reviewed and is approved as to form and with respect to compliance with the Constitution and laws of the State of Wyoming. The approval of the Third Amendment to the Joint Powers Agreement is limited to the terms and conditions of the Agreement and the approval does not extend to any activities, services, project or financing of any activities, service or project contemplated under the Agreement.

Approved this _____ of _____, 2023.

**ATTORNEY GENERAL
STATE OF WYOMING**
