FREMONT COUNTY ASSOCIATION OF GOVERNMENTS

A JOINT POWERS BOARD • FREMONT COUNTY, WYOMING

United in Progress, Empowered by Engagement

REGULAR MEETING / OCTOBER 22, 2026

BOARD PACKET

GOVERNANCE • PUBLIC MEETING MATERIALS

MEETING INFORMATION

DATE **Thursday, October 22, 2026**	**TIME** 11:00 a.m. (Mountain Time)
LOCATION **Dubois Town Hall**	**ADDRESS** 712 Meckem St, Dubois, WY 82513
REMOTE ACCESS **Join public meeting via Zoom**	**MEETING TYPE** Regular Meeting

BOARD OF DIRECTORS

Timothy Hancock | Chair Mayor of Riverton	**Patricia Neveaux** | Vice-Chair Mayor of Dubois	**Sherry Oler** | Treasurer / Secretary Mayor of Hudson
Sherry Oler | Treasurer / Secretary Mayor of Hudson	**Joel Highsmith** | Board Member Mayor of Shoshoni	**Jacque Stoldt** | Board Member Mayor of Pavillion
Missy White | Board Member Mayor of Lander	**Michael Jones** | Board Member Fremont County Commissioner	

PACKET USE

Please review the enclosed materials before the meeting and follow the posted agenda during Board consideration. Refer to the official meeting notice for current public access details.

FREMONT COUNTY ASSOCIATION OF GOVERNMENTS

A JOINT POWERS BOARD • FREMONT COUNTY, WYOMING

Wind River Transportation Authority • Project Independence

BOARD AGENDA ITEM REPORT

Subject	**Approval of October 22, 2026 Meeting Agenda**		
Meeting Date	October 22, 2026	**Agenda Item No.**	**II**
Meeting Type	☒ Regular ☐ Special ☐ Work Session		
Agenda Section	☐ Consent Agenda ☐ Unfinished Business ☐ New Business ☐ Reports and Updates ☐ Public Hearing (Section: Routine Business)		
Nature of Action	☒ Motion ☐ Resolution ☐ Agreement / Contract ☐ Direction to Staff ☐ Information Only		
Program Area	☒ FCAG Administration ☐ WRTA ☐ Project Independence (CSBG) ☐ Regional EMS		
Strategic Plan Alignment	☐ Yes - Goal / Objective: not specified ☒ No (Regular Business)		
Submitted By	Tim Nichols, Executive Director	**Presented By**	Tim Nichols, Executive Director
Attachments	☒ Yes		

I. EXECUTIVE SUMMARY

The Board is asked to review and adopt the meeting agenda for its October 22, 2026 regular meeting in Dubois. The agenda identifies routine business, five related regional EMS updates, the FY2027 first-quarter financial report, an accounting-services proposal, financial policy revisions, the incoming Board orientation, and capital acquisitions. The published agenda, once approved by the Chair, should be the controlling version for this action.

II. BACKGROUND AND PRIOR BOARD ACTIONS

The September 24 regular meeting agenda was approved as amended. The October SharePoint folder contains a carried-forward agenda-item file titled “Approve August Agenda,” which must not be reused without correction.

Date	Meeting / Body	Discussion or Action Taken
09/24/2026	FCAG Board	Approved the September regular meeting agenda with amendment; draft minutes awaiting October approval.

III. STATEMENT OF ISSUE *Why this item is before the Board*

Approval establishes the order and scope of meeting business, subject to any permissible amendments properly made at the meeting.

IV. LEGAL AND POLICY AUTHORITY

Legal Review	☐ Reviewed by FCAG Counsel ☐ Review Pending ☒ Not Required

FCAG Bylaws and posted meeting agenda govern Board order of business. Agenda modifications and any action must comply with applicable open-meeting requirements. Chair approval/publication should be confirmed.

V. FISCAL IMPACT

Fiscal Impact	☒ None ☐ Within Adopted Budget ☐ Budget Amendment Required ☐ Revenue to FCAG		
Amount	$0.00	**Fiscal Year**	FY2027
Funding Source(s)	None		
Budget Line / Account	Not verified / enter final chart of accounts	**Local Match Required**	☒ No

No direct expenditure or new contractual obligation is requested by approval of the agenda.

VI. ALTERNATIVES AVAILABLE TO THE BOARD

Alternative	Effect of Board Selecting This Alternative
1. Approve as recommended	Adopts the agenda for October 22, 2026.
2. Approve with modifications	Adjusts wording, scope or meeting sequence in open session.
3. Deny or take no action	Leaves the proposed action unapproved and current legal/policy requirements unchanged.
4. Table or continue to a date certain	Allows verification of missing materials and renewal of consideration at a properly noticed meeting; may affect schedules.

VII. ACTION REQUESTED

Approve the October 22, 2026 agenda as presented or as amended in open session.

VIII. PROPOSED MOTION

BOARD MEMBER: "I move to approve the agenda for the October 22, 2026 regular meeting of the Fremont County Association of Governments [as presented / as amended]."

(Second required if a motion is made.) Chair: "It has been moved and seconded. Is there any discussion?"
Vote: ☐ Majority of quorum present ☐ Other: verify applicable Bylaws.

IX. EXECUTIVE DIRECTOR'S RECOMMENDATION

Present the Chair-approved version, clearly date-stamped; verify its correspondence with the publicly distributed agenda. Final packet verification: Confirm written approval from Chair Hancock and publication status. Replace the obsolete August agenda item filename and title; make no silent agenda changes after approval.

X. ATTACHMENTS

Attachment A	2.a. FCAG Agenda 10222026.docx (draft)

AGENDA ROUTING AND APPROVAL *Completed before the item is placed on the agenda*

Review	Name	Signature / Initials	Date
Prepared By	Tim Nichols	Pending	Pending
Fiscal Review (Business Manager)	N/A	N/A	N/A
Legal Review (if required)	N/A	N/A	N/A
Approved for Agenda	Executive Director	TN	10/19/2026

RECORD OF BOARD ACTION *For Board Secretary use only*

Action Taken	☐ Approved as Presented ☐ Approved as Amended ☐ Denied ☐ Received / Information Only ☐ Tabled or Continued to: Date		
Motion By	Board member	**Seconded By**	Board member
Vote	Ayes: # Nays: # Abstain: # Absent: #		
Resolution / Minutes Ref.	No. / page	**Recorded By / Date**	Name, date

This report and its attachments are part of the public meeting packet and are public records under the Wyoming Public Records Act unless a specific exemption applies.

REGULAR MEETING
FREMONT COUNTY ASSOCIATION OF GOVERNMENTS
11:00am; Thursday, October 22nd, 2026
Dubois; Town Hall
712 Meckem St, Dubois, WY 82513
https://us02web.zoom.us/j/83901727125?pwd=QMOxjiyc5FbwbyLbtLVSeQDHIabR5s.1

Timothy Hancock - *Chair*
Mayor of Riverton

Patricia Neveaux – *Vice-Chair*
Mayor of Dubois

Sherry Oler – *Treasurer/Secretary*
Mayor of Hudson

Joel Highsmith
Mayor of Shoshoni

Jacque Stoldt
Mayor of Pavillion

Michael Jones
Fremont County Commissioner

Missy White
Mayor of Lander

I. ROLL CALL, CALL TO ORDER, PLEDGE OF ALLEGIANCE

II. APPROVAL OF OCTOBER 22, 2026 MEETING AGENDA

III. CONSENT AGENDA
a. September 24, 2026 Regular Meeting Minutes
b. Monthly Financial Reports
c. Approval of Expenditures

IV. STAFF REPORTS
a. FCAG Logo
b. FY27 Q1 Financial Report

V. PUBLIC COMMENT

VI. OLD BUSINESS
a. RASEC/Regional EMS Transition Update
    i. Current EMS Service and Transition Update
    ii. Rural Health Transformation Program Grant Agreement
    iii. EMS Director Recruitment and Organizational Development
    iv. EMS Fleet Capital Planning

VII. NEW BUSINESS
a. WAM Accounting Services Agreement
b. FCAG-POL-3.1 Revisions
c. 2027 FCAG Board Orientation Schedule
d. Capital Asset Procurement Authorizations ($501,963.01)
    i. 2027 PH Trailers DL Dump Trailer – 7x14-15.4k-7GA Floor: $12,777.00
    ii. 2026 StarCraft Allstar 14 Passenger Cutaway Buses (3): $489,186.01

VIII. MONTHLY FORUM

IX. ADJOURNMENT

United in Progress, Empowered by Engagement

DRAFT

FREMONT COUNTY ASSOCIATION OF GOVERNMENTS

A JOINT POWERS BOARD • FREMONT COUNTY, WYOMING

Wind River Transportation Authority • Project Independence

BOARD AGENDA ITEM REPORT

Subject	**Consent Agenda**		
Meeting Date	October 22, 2026	**Agenda Item No.**	**III**
Meeting Type	☒ Regular ☐ Special ☐ Work Session		
Agenda Section	☒ Consent Agenda ☐ Unfinished Business ☐ New Business ☐ Reports and Updates ☐ Public Hearing		
Nature of Action	☒ Motion ☐ Resolution ☐ Agreement / Contract ☐ Direction to Staff ☐ Information Only		
Program Area	☒ FCAG Administration ☐ WRTA ☐ Project Independence (CSBG) ☐ Regional EMS		
Strategic Plan Alignment	☐ Yes - Goal / Objective: not specified ☒ No (Regular Business)		
Submitted By	Tim Nichols, Executive Director	**Presented By**	Tim Hancock, Chairman
Attachments	☒ Yes - proposed documents in Section X; packet assembly pending		

I. EXECUTIVE SUMMARY

The October consent agenda lists the September 24, 2026 regular meeting minutes, monthly financial reports, and approval of expenditures. The currently accessible September minutes are a reconstructed draft, prepared October 13 from a recording and transcript, and expressly require additional review before approval. They should not be represented as final or already approved.

II. BACKGROUND AND PRIOR BOARD ACTIONS

At the September meeting, the Board considered and approved the prior month's consent agenda. The September 24 minutes record an EMS advisory committee realignment and other actions, subject to verification of identified procedural entries.

Date	Meeting / Body	Discussion or Action Taken
09/24/2026	FCAG Board	Approved the September consent agenda; September 24 minutes remain draft pending approval.

III. STATEMENT OF ISSUE *Why this item is before the Board*

The Board must determine whether the draft minutes accurately capture the proceedings and whether monthly statements and expenditure registers are complete and suitable for approval.

IV. LEGAL AND POLICY AUTHORITY

Legal Review	☐ Reviewed by FCAG Counsel ☐ Review Pending ☒ Not Required

FCAG Bylaws, open-meeting recordkeeping requirements, and applicable FCAG financial policy govern minutes, financial review and expenditure approvals. Only materials provided to the Board should be approved.

V. FISCAL IMPACT

Fiscal Impact	☐ None ☐ Within Adopted Budget ☐ Budget Amendment Required ☐ Revenue to FCAG		
Amount	Pending final financial packet	**Fiscal Year**	FY2027
Funding Source(s)	FCAG program funds; verify final expenditure list		
Budget Line / Account	Not verified / enter final chart of accounts	**Local Match Required**	☐ Yes ☐ No To verify

The expenditure amount and reporting period were not verified from a final October financial packet. No amount is inserted in this motion.

VI. ALTERNATIVES AVAILABLE TO THE BOARD

Alternative	Effect of Board Selecting This Alternative
1. Approve as recommended	Approves only documents included and verified in final packet.
2. Approve with modifications	Pulls individual minutes or reports for separate review.
3. Deny or take no action	Leaves the proposed action unapproved and current legal/policy requirements unchanged.
4. Table or continue to a date certain	Allows verification of missing materials and renewal of consideration at a properly noticed meeting; may affect schedules.

VII. ACTION REQUESTED

Ask whether any member wants an item removed. Approve only those documents actually included in the final October packet; table the minutes if the noted mover/seconder and attendance issues remain unresolved.

VIII. PROPOSED MOTION

BOARD MEMBER: "I move to approve the October 22, 2026 consent agenda, consisting of the September 24, 2026 meeting minutes, the monthly financial reports, and the expenditure register, and FCAG_RFQ_FY27_001 procurement authorization provided to the Board, except for any item removed for separate consideration."

(Second required if a motion is made.) Chair: "It has been moved and seconded. Is there any discussion?"
Vote: ☐ Majority of quorum present ☐ Other: verify applicable Bylaws.

IX. EXECUTIVE DIRECTOR'S RECOMMENDATION

Before distribution, confirm corrections noted in the reconstructed minutes, complete the expenditure register, and provide the reports identified in the agenda. Final packet verification: Confirm September 24 minutes mover and seconder for consent, Resolution 2026-09, and adjournment; confirm attendance entries and the final reconciled monthly expenditure register.

X. ATTACHMENTS

Attachment A	FCAG 09242026 Meeting Minutes.docx
Attachment B	Monthly financial statements
Attachment C	Expenditure register

Attachment D	FCAG-RFQ-FY27-001 Procurement File

AGENDA ROUTING AND APPROVAL *Completed before the item is placed on the agenda*

Review	Name	Signature / Initials	Date
Prepared By	Tim Nichols	TN	10/19/2026
Fiscal Review (Business Manager)	N/A	N/A	N/A
Legal Review (if required)	N/A	N/A	N/A
Approved for Agenda (Executive Director)	Executive Director	Pending	Pending

RECORD OF BOARD ACTION *For Board Secretary use only*

Action Taken	☐ Approved as Presented ☐ Approved as Amended ☐ Denied ☐ Received / Information Only ☐ Tabled or Continued to: Date		
Motion By	Board member	**Seconded By**	Board member
Vote	Ayes: # Nays: # Abstain: # Absent: #		
Resolution / Minutes Ref.	No. / page	**Recorded By / Date**	Name, date

This report and its attachments are part of the public meeting packet and are public records under the Wyoming Public Records Act unless a specific exemption applies.

Fremont County Association of Governments
Regular Meeting: Thursday, September 24, 2026
Meeting Minutes

Attendees / Roll Call:

☐ Fremont County — Absent (no representative at roll call)
☒ Dubois — Mayor Patricia Neveaux (present)
☒ Hudson — Mayor Sherry Oler (present)
☒ Lander — Mayor Missy White (present)
☒ Pavillion — Mayor Jacque Stoldt (present)
☒ Riverton — Mayor Tim Hancock, Chair (present)
☒ Shoshoni — Mayor Joel Highsmith (present)

Quorum:

☒ Yes
☐ No

Call to Order:

11:01 a.m. — Chair Tim Hancock; Riverton City Hall, 816 N. Federal Blvd., Riverton, Wyoming

Agenda Item: I. Roll Call, Call to Order, Pledge of Allegiance	
Motion: N/A	Notes: The meeting was called to order at approximately 11:01 a.m. Roll call established a quorum. The Pledge of Allegiance followed.
Second: N/A	
Discussion: Fremont County was absent. The representatives of Dubois, Hudson, Lander, Pavillion, Riverton and Shoshoni responded present. The identity of the Pavillion representative was not clearly stated in the transcript and should be confirmed before approval.	
Action: No motion required; quorum established.	

Agenda Item: II. Approval of September 24, 2026 Meeting Agenda	
Motion: Mayor Sherry Oler	Notes: Approval of the published agenda as amended to move Old Business, Item VI (RASEC), ahead of Staff Reports.
Second: Mayor Missy White	
Discussion: The Chair described moving the RASEC agenda items ahead of Item IV, Staff Reports, and proceeding afterward with the remaining agenda items. The motion and second were acknowledged by name.	
Action: PASSED by voice vote.	

Agenda Item: III. Consent Agenda	
Motion: Mayor Joel Highsmith	Notes: The consent agenda included the August 27, 2026 regular meeting minutes; September 11, 2026 special meeting minutes; monthly financial reports; and approval of expenditures.
Second: Mayor Patricia Neveaux	
Discussion: The Chair called for approval of all listed consent agenda items. The recording/transcript acknowledges Mayor Highsmith as the mover; the contemporaneous minutes draft identifies Mayor Neveaux as seconder, though this is not independently audible in the text transcript.	
Action: PASSED by voice vote.	

Agenda Item: VI.a. RASEC — Regional EMS Transition Plan / RHTP Grant Update (taken out of order)	
Motion: N/A	Notes: Executive Director Tim Nichols provided a progress report on the August 27 Board-adopted Regional EMS Services Program Proposal and Transition Plan.
Second: N/A	
Discussion: The plan contemplates development of a publicly governed regional EMS system with a planning target of July 1, 2027; that date does not authorize FCAG to assume service without satisfaction of legal, fiscal, staffing, licensing, clinical, insurance, asset and operational prerequisites. Mr. Nichols reported that a proposed $2 million Rural Health Transformation Program award had cleared state Attorney General review and remained subject to CMS review and the required grant processes. He described the application's acquisition/merger, equipment and interoperability components, noted that a larger original request would require prioritization, and emphasized restrictions on spending, reimbursement-based funding, and milestone-dependent portions of the award. No appropriation, expenditure or assumption of ambulance operations was authorized by this agenda item.	
Action: Report received; NO FORMAL ACTION.	

Agenda Item: VI.a.i. Current EMS Service and Interim Provider / Service Continuity Update	
Motion: N/A	Notes: The Board and attendees discussed the approaching October 1 service change and the distinction between an interim solution and FCAG's planned long-term role.
Second: N/A	
Discussion: Chair Hancock and Board members emphasized that FCAG did not yet possess the personnel, licensure, vehicles, financial resources or operational infrastructure to assume ambulance services immediately. The existing County–provider negotiations remained under Fremont County's authority, with FCAG participating in exploratory coordination and longer-term planning. Members emphasized the need for uninterrupted ambulance response, retention of local personnel, careful fiscal controls, and cooperation with the County. Mayor Neveaux raised concerns about Dubois service coverage and communications. Dominic Sapien, speaking as a paramedic and union representative, stated his understanding that Dubois had been staffed and an ambulance had not been permanently removed; the Board did not make a finding resolving that factual disagreement. Staff and Board members emphasized that the timing, legal requirements, assets and terms of any interim operating arrangement remained unsettled.	
Action: Discussion only; NO FORMAL ACTION or interim contract approved.	

Agenda Item: VI.a.ii. Realignment of RASEC Membership and Phase 2 Advisory Charge	
Motion: Mayor Sherry Oler	Notes: Approval of the proposed Phase 2 realignment and modified mission of the Regional Ambulance Service Evaluation Committee.
Second: Mayor Patricia Neveaux	
Discussion: The Board discussed continuing RASEC as an advisory committee rather than dissolving it. The approved proposal identified Commissioner Michael Jones, Mick Pryor, Lisa Mallon, Kim Lee and Chris Konija, recognized Jared White Bull as Northern Arapaho representative and Clint Glick as Eastern Shoshone representative, and provided for County Commission Chair Larry Allen to serve as the County-designated alternate when applicable. The Phase 2 charge shifts toward technical review, stakeholder coordination, and recommendations for implementation and transition. Mr. Nichols clarified that RASEC remains advisory and FCAG retains governing authority. During discussion, Carol Harper asked the Board to consider censuring and removing the County representative based on her concerns regarding FCAG's code of conduct. After the motion passed, Board members discussed whether the allegation warranted review at a future meeting; it was not adjudicated or acted upon at this meeting.	
Action: PASSED by voice vote. No action taken on the separate public request for censure.	

Agenda Item: IV. Staff Reports (taken after RASEC business)	
Motion: N/A	Notes: Mr. Nichols presented a September organizational update and recognized the FCAG staff and volunteer contributions.
Second: N/A	

Discussion: Reports addressed transit funding stabilization during reduced Section 5311 allocations and prior to anticipated local-tax revenues; communications with Fremont County and the City of Lander; regional mobility coordination and the ICAM/REMAP project; the CCAM-TAC Community Rides funding opportunity; regional EMS transition preparation; and internal administration and compliance. Mr. Nichols reported the planned $100,000 CCAM-TAC request without local match and noted that Resolution 2026-09 would be considered separately. Staff work discussed included fitness-for-duty procedures, incident-reporting expectations, transit asset management planning and improved systems. No Board action was requested under the staff report.
Action: Report received; NO FORMAL ACTION.

Agenda Item: V. Public Comment	
Motion: N/A	Notes: A recess was announced at approximately 11:56 a.m.; the meeting resumed at 12:06 p.m. (12:06 noon) for public comment. Public comment lasted approximately one hour.
Second: N/A	
Discussion: Numerous ambulance employees, union representatives, community members, EMS committee participants and healthcare stakeholders spoke. Speakers expressed concerns regarding October 1 continuity of service; potential ambulance coverage gaps, including Dubois and the Wind River Reservation; potential loss of current employees; uncertainty regarding Cody Regional Health and Priority/Frontier arrangements; recruitment and retention; training and clinical placements; ambulance and clinical-equipment condition; financing; and the immediate need for coordinated action. Speakers also expressed support for the RASEC public-service transition model and recognized the work of local EMS personnel and FCAG volunteers. Participants included ambulance employee/union representative Dominic Sapien, committee member Mick Pryor, community member and FCAG employee Doug Spriggs, healthcare executive Richard Brown, and remote speaker Joshua Chavarria of Northwest College, along with other EMS personnel and residents. Mr. Chavarria discussed opportunities for paramedic/EMT clinical placements. Mr. Brown advocated preserving experienced providers and continuity of care. Several speakers criticized County handling of the crisis; those comments were statements of the speakers, not Board findings. Chair Hancock and members responded that County–provider discussions remained active and that FCAG was preparing for the longer-term transition but could not independently execute the immediate provider agreement. Mr. Nichols invited additional written comments for transmittal to the Board.	
Action: Public comment received; NO FORMAL ACTION.	

Agenda Item: VII.a. Resolution 2026-09 — CCAM-TAC Community Rides Grant Application	
Motion: Mayor Sherry Oler	Notes: Resolution authorizing submission of an approximately $100,000 CCAM-TAC Community Rides application without a required local match.
Second: Mayor Patricia Neveaux	
Discussion: The Chair referred to the grant program previously described in the staff report. The Board considered the authorizing resolution to support expanded mobility access, referrals and community transportation coordination. The transcript and caption file establish a motion, second and passage, although they do not fully distinguish the voices of the mover and seconder; the contemporaneous minutes draft identifies Mayor Oler as mover and Mayor Neveaux as seconder. Their assignments should be confirmed against the source audio before approval.	
Action: Resolution 2026-09 ADOPTED by voice vote.	

Agenda Item: VIII. Monthly Forum	
Motion: N/A	Notes: Member governments provided informational municipal updates.
Second: N/A	

Discussion: RIVERTON: Chair Hancock reported continuing street and sidewalk construction, including work around Riverview and the sidewalk connection to Willow Creek Elementary, and recognized Administrative Services Director Mia Harris for a statewide municipal clerks-and-treasurers honor. HUDSON: Mayor Oler described FEMA technical assistance for flood mitigation following localized flooding, ongoing wastewater funding and water-project planning, and related SLIB application work. SHOSHONI: Mayor Highsmith reported Wyoming Business Council application progress and an upcoming site visit for the cardiopulmonary project. DUBOIS: Mayor Neveaux discussed community park and bike-path planning and local emergency-transport contingency efforts. PAVILLION: The representative had no substantial update. LANDER: Mayor White reported street and infrastructure projects, upcoming community events, a property-tax forum, flood mitigation planning, a GIS student collaboration opportunity, and regional water-storage work. The forum also included brief discussion of Hudson street improvements and the upcoming election cycle.
Action: Reports received; NO FORMAL ACTION.

Agenda Item: IX. Adjournment	
Motion: Mayor Patricia Neveaux	Notes: The Chair announced the next regular FCAG meeting was expected to take place in Dubois on October 22, 2026.
Second: Mayor Missy White	
Discussion: The transcript records a motion and second to adjourn followed by an affirmative voice vote. The contemporaneous minutes draft identifies Mayor Neveaux as mover and Mayor White as seconder, but the transcript does not reliably distinguish their voices. The Chair announced adjournment at approximately 1:24 p.m.	
Action: PASSED; MEETING ADJOURNED at approximately 1:24 p.m.	

Fremont County Association of Governments

Statement of Activity
September 2026

	Total
Income	
4500 MISCELLANEOUS REVENUE	
4501 Interest Earned	37.79
Total for 4500 MISCELLANEOUS REVENUE	**$37.79**
Total Income	**$37.79**
Gross Profit	**$37.79**
Expenses	
7000 ADMINISTRATION	
7021 Legal & Professional Fees	740.00
7030 OFFICE EXPENSES	
7030-01 Office Supplies	-158.95
Total for 7030 OFFICE EXPENSES	**-$158.95**
7041 Training	200.00
7050 UTILITIES	
7050-04 TELECOMMUNICATIONS	1,226.24
Total for 7050 UTILITIES	**$1,226.24**
7070 OTHER	
7070-01 Advertising/Promotional	169.79
7070-02 Bank Charges	32.64
7070-03 Dues & Subscriptions	1,597.06
7070-05 Organizing & Events	334.95
Total for 7070 OTHER	**$2,134.44**
Total for 7000 ADMINISTRATION	**$4,141.73**
Total Expenses	**$4,141.73**
Net Operating Income	**-$4,103.94**
Other Income	
4702 Interdepartmental Transfer - DUE FROM	1,430.88
Total Other Income	**$1,430.88**
Net Other Income	**$1,430.88**
Net Income	**-$2,673.06**

Fremont County Association of Governments

Statement of Financial Position

As of Sep 30, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
1010 Checking	68,671.27
Total Bank Accounts	**$68,671.27**
Accounts Receivable	
1200 Accounts Receivable (A/R)	7,905.00
Total Accounts Receivable	**$7,905.00**
Other Current Assets	
1040-02 WyoClass - Groud Transportation Fund	35,483.84
1040-03 WyoClass - Joint Projects Fund	3,269.47
Total Other Current Assets	**$38,753.31**
Total Current Assets	**$115,329.58**
Total Assets	**$115,329.58**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Credit Cards	
2015 CREDIT CARDS	
2015-08 FCAG Department Credit Card (0234)	269.11
Total for 2015 CREDIT CARDS	**$269.11**
Total Credit Cards	**$269.11**
Other Current Liabilities	
2290 Interdepartmental Transfer - OUT	-31,892.90
Total Other Current Liabilities	**-$31,892.90**
Total Current Liabilities	**-$31,623.79**
Total Liabilities	**-$31,623.79**
Equity	
3000 Fund Balance	120,303.54
Net Income	26,649.83
Total Equity	**$146,953.37**
Total Liabilities and Equity	**$115,329.58**

Fremont County CSBG

Statement of Activity
September 2026

	Total
Revenue	
7230-00 Reimbursements	103,481.40
Total Revenue	**$103,481.40**
Gross Profit	**$103,481.40**
Expenditures	
7000 ADMINISTRATION	
7230 *CSBG SERVICES	
7230-04 SRV 4 Housing	6,574.62
7230-07 SRV 7 Support Services	
7230-07-1 SRV 7 Direct Salaries & Benefits	12,712.30
Total for 7230-07 SRV 7 Support Services	**$12,712.30**
7230-08 Linkages/CI	16,474.79
7230-09 Agency Capacity Building	661.98
7230-10 Memberships	3,010.00
7230-11 Direct Salaries	8,545.80
7230-12 Other Rent Office Software Equipment	1,939.66
Total for 7230 *CSBG SERVICES	**$49,919.15**
Total for 7000 ADMINISTRATION	**$49,919.15**
Total Expenditures	**$49,919.15**
Net Operating Revenue	**$53,562.25**
Other Revenue	
4702 Interdepartmental Transfer - DUE FROM	-1,546.14
Total Other Revenue	**-$1,546.14**
Net Other Revenue	**-$1,546.14**
Net Income	**$52,016.11**

Fremont County CSBG

Statement of Financial Position

As of Sep 30, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
1010 Checking	29,705.24
Total Bank Accounts	**$29,705.24**
Accounts Receivable	
1200 Accounts Receivable (A/R)	27,877.00
Total Accounts Receivable	**$27,877.00**
Total Current Assets	**$57,582.24**
Total Assets	**$57,582.24**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 Accounts Payable (A/P)	17,261.00
Total Accounts Payable	**$17,261.00**
Credit Cards	
2015 CREDIT CARDS	
2015-09 DOUGLAS SPRIGGS (0051) - 2	13,975.26
Total for 2015 CREDIT CARDS	**$13,975.26**
Total Credit Cards	**$13,975.26**
Total Current Liabilities	**$31,236.26**
Total Liabilities	**$31,236.26**
Equity	
3000 Fund Balance	34,621.79
Net Income	-8,275.81
Total Equity	**$26,345.98**
Total Liabilities and Equity	**$57,582.24**

Wind River Transportation Authority

Statement of Activity
September 2026

	Total
Revenue	
4000 INCOME	
4308-03 Public Transit Program Income	
4308-03-01 Fixed Route Farebox	1,033.97
4308-03-02 Demand Response Farebox	906.25
4308-03-04 Bus/Facility Advertising	250.00
4308-03-07 Special Transportation	3,173.10
Total for 4308-03 Public Transit Program Income	**$5,363.32**
Total for 4000 INCOME	**$5,363.32**
4500 MISCELLANEOUS REVENUE	
4501 Interest Earned	79.47
4507-05 Maintenance Services	545.04
Total for 4500 MISCELLANEOUS REVENUE	**$624.51**
Billable Expenditure Revenue-1	38,880.87
Total Revenue	**$44,868.70**
Gross Profit	**$44,868.70**
Expenditures	
7000 ADMINISTRATION	
7021 Legal & Professional Fees	20,000.00
7022 Accounting/Auditing Services	3,200.00
7030 OFFICE EXPENSES	
7030-01 Office Supplies	2,394.08
7030-02 OFFICE EQUIPMENT	
7030-02-02 Office Equipment Rental	164.68
Total for 7030-02 OFFICE EQUIPMENT	**$164.68**
Total for 7030 OFFICE EXPENSES	**$2,558.76**
7044 Travel	2,480.94
7050 UTILITIES	
7050-01 Electricity	371.30
7050-02 Natural Gas	100.35
7050-03 Water/Sewer/Sanitation	112.23
7050-04 TELECOMMUNICATIONS	
7050-04-03 Mobile/Wireless Communication	514.07
Total for 7050-04 TELECOMMUNICATIONS	**$514.07**
Total for 7050 UTILITIES	**$1,097.95**
7070 OTHER	
7070-01 Advertising/Promotional	436.17
7070-02 Bank Charges	50.00
7070-03 Dues & Subscriptions	33,919.94
7070-05 Organizing & Events	442.36
Total for 7070 OTHER	**$34,848.47**

Wind River Transportation Authority

Statement of Activity
September 2026

	Total
7490 CAPITAL OUTLAY	
7490-02 Capital Outlay-Machinery & Equipment	14,005.80
Total for 7490 CAPITAL OUTLAY	**$14,005.80**
7503 Building/Vehicle Insurance	701.00
Total for 7000 ADMINISTRATION	**$78,892.92**
7200 OPERATIONS	
7202 WAGES AND TAXES/BENEFITS	
7202-01 ADMINISTRATION STAFF	
7202-01-01 Administration Wages	24,111.62
7202-01-02 Administration Taxes/Benefits	9,858.80
Total for 7202-01 ADMINISTRATION STAFF	**$33,970.42**
7202-02 OPERATIONS STAFF	
7202-02-01 Operations Staff Wages	40,250.51
7202-02-02 Operations Staff Taxes/Benefits	14,783.25
Total for 7202-02 OPERATIONS STAFF	**$55,033.76**
7202-03 MAINTENANCE STAFF	
7202-03-01 Maintenance Staff Wages	9,445.73
7202-03-02 Maintenance Staff Taxes/Benefits	4,699.71
Total for 7202-03 MAINTENANCE STAFF	**$14,145.44**
Total for 7202 WAGES AND TAXES/BENEFITS	**$103,149.62**
7204 LABOR COST	
7204-01 Drug/Alcohol Testing	465.00
7204-04 Service Travel Expenses	112.26
Total for 7204 LABOR COST	**$577.26**
7220 OPERATING SUPPLIES/EXPENSES	
7220-01 Vehicle Maintenance & Repair	8,384.94
7220-02 Shop Supplies	1,594.91
7220-03 FUEL & OIL	$9,297.53
7220-03-01 Gas & Diesel	5,375.68
Total for 7220-03 FUEL & OIL	**$14,673.21**
Total for 7220 OPERATING SUPPLIES/EXPENSES	**$24,653.06**
Total for 7200 OPERATIONS	**$128,379.94**
QuickBooks Payments Fees	0.48
Total Expenditures	**$207,273.34**
Net Operating Revenue	**-$162,404.64**
Other Revenue	
4702 Interdepartmental Transfer - DUE FROM	30,579.63
Total Other Revenue	**$30,579.63**
Net Other Revenue	**$30,579.63**
Net Income	**-$131,825.01**

Wind River Transportation Authority

Statement of Financial Position
As of Sep 30, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
1010 Checking	221,126.31
Total Bank Accounts	**$221,126.31**
Accounts Receivable	
1200 Accounts Receivable (A/R)	401,802.09
Total Accounts Receivable	**$401,802.09**
Other Current Assets	
1040-01 WyoClass-WRTA Fund	518,004.42
1610 Prepaid Expenses	1,247.83
Payroll Refunds	0.02
QuickBooks Tax Holding Account	223.23
Total Other Current Assets	**$519,475.50**
Total Current Assets	**$1,142,403.90**
Total Assets	**$1,142,403.90**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 Accounts Payable (A/P)	10,957.58
Total Accounts Payable	**$10,957.58**
Credit Cards	
2015 CREDIT CARDS	$0.00
2015-01 WRTA 1-Department Credit Card	103.55
2015-02 WRTA 2-Department Credit Card	474.88
2015-03 WRTA 3-Department Credit Card	37.75
2015-04 WRTA Nichols (0440)	37.68
2015-05 WRTA Scadden (0614)	7,278.17
2015-06 WRTA Grosinger (0564)	2,412.70
Total for 2015 CREDIT CARDS	**$10,344.73**
Total Credit Cards	**$10,344.73**
Other Current Liabilities	
2150 PAYROLL LIABILITIES	$0.00
2150-01 Federal Taxes (941/944)	-7,412.92
2150-03 WY Unemployment Tax	-32.82
2150-04 Education & Training	-1,302.00
2150-05 State Retirement	9,900.75
2150-06 MEDICAL INSURANCE	
2150-06-01 AFLAC	62.30
2150-06-03 Blue Cross WAM-JPIC - Dearborn	36.10
2150-06-04 Blue Cross Blue Shield of Wyoming	624.37

Wind River Transportation Authority

Statement of Financial Position

As of Sep 30, 2026

	Total
Total for 2150-06 MEDICAL INSURANCE	**$722.77**
2150-07 TRANSPORTATION INSURANCE	
2150-07-01 AirMedCare (GMRS)	402.97
Total for 2150-07 TRANSPORTATION INSURANCE	**$402.97**
2150-08 VISION INSURANCE	
2150-08-01 Vision Service Plan	-56.27
Total for 2150-08 VISION INSURANCE	**-$56.27**
2150-09 DENTAL INSURANCE	
2150-09-01 Delta Dental	-1,188.51
Total for 2150-09 DENTAL INSURANCE	**-$1,188.51**
2150-10 WY Worker's Compensation	-1,816.37
Total for 2150 PAYROLL LIABILITIES	**-$782.40**
2220 Deferred Inflow	24,690.26
2290 Interdepartmental Transfer - OUT	-1,430.88
Total Other Current Liabilities	**$22,476.98**
Total Current Liabilities	**$43,779.29**
Total Liabilities	**$43,779.29**
Equity	
Opening Balance Equity	-225.88
3000 Fund Balance	1,182,836.95
Net Income	-83,986.46
Total Equity	**$1,098,624.61**
Total Liabilities and Equity	**$1,142,403.90**

FREMONT COUNTY ASSOCIATION OF GOVERNMENTS
WIND RIVER TRANSPORTATION AUTHORITY
WRTA FACILITY FENCE REPLACEMENT PROJECT

PROCUREMENT FILE COMPLIANCE MEMORANDUM AND AWARD RECORD

Control Field	Record
Solicitation	FCAG-RFQ-FY27-001
Funding / Project	FTA Section 5339 through WYDOT Agreement No. 5339-26-FTA-566 | Project FT26566
Project Locations	2554 Airport Road and 4410 Airport Road, Riverton, Wyoming 82501
Selected Contractor	Cowboy State Fencing LLC
Firm-Fixed-Price Award	$15,317.25
Independent Cost Estimate	$24,958.34, prepared August 18, 2026 before solicitation
Procurement Method	Simplified acquisition / written RFQ
Record Status	PRE-AWARD RECORD COMPLETE FOR REVIEW AND SIGNATURE. Notice to Proceed may issue only after the final readiness certifications and contract execution identified in Section 11 are completed.

IMPORTANT RECORD-INTEGRITY NOTE: The revised ICE preserves the documented historical preparation date of August 18, 2026. Signature dates must be the actual dates signed. No signature or certification should be backdated.

Purpose. This document is the front-of-file procurement history and determination record. It is intended to complement the revised Independent Cost Estimate workbook and to consolidate the method determination, single-response analysis, responsiveness, responsibility, price reasonableness, federal-clause applicability, Davis-Bacon controls, domestic-preference determination, and award/NTP readiness. Underlying source records remain part of the procurement file and are indexed in Section 15.

1. Executive Procurement Summary

Item	Record
Project	WRTA Facility Fence Replacement Project, Facility Rehabilitation (Security Upgrades)
Federal Assistance	FTA Section 5339 passed through the Wyoming Department of Transportation
WYDOT Agreement / Project	5339-26-FTA-566 | FT26566
Executed Grant Agreement	July 20, 2026
Federal / Total Project Award	$100,000 federal / $125,000 total project award
RFQ Issue Date	August 24, 2026
Pre-Quotation Site Visit	August 31, 2026 at 9:00 AM
Written Questions Due	September 2, 2026 at 5:00 PM
Written Quotations Due	September 4, 2026 at 5:00 PM
Quotation Received	Cowboy State Fencing LLC email received September 4, 2026 at 4:59 PM
Base Quotation	$15,317.25
Pre-Award Clarification / Certifications	Returned September 15, 2026; signed package retained in SharePoint
Certificate of Insurance	Received by email September 15, 2026; final acceptance is documented in Section 11
Notice of Award	Issued September 21, 2026
Controlling ICE	$24,958.34
Price Variance	$9,641.09 below the ICE, or 38.63% below the ICE

The controlling ICE for this procurement is the detailed August 18, 2026 workbook totaling $24,958.34. Any prior memorandum reference to an $18,863.46 historical-estimate figure is superseded for this procurement record. The 2024 Grit Fence planning estimate remains disclosed only as a secondary historical benchmark.

PRE-AWARD HOLD POINT: The procurement determinations are substantially complete. Before Notice to Proceed, the authorized official must sign the final readiness certification confirming: executed construction agreement, accepted insurance, current Davis-Bacon wage determination, project-level environmental authorization/clearance, and any required WYDOT concurrence.

PRE-AWARD HOLD POINT: COMPLETED

2. Procurement Method Determination

FCAG determines that simplified acquisition procedures under 2 CFR 200.320(a)(2) are appropriate for this federally assisted construction procurement. The $15,317.25 contract exceeds the construction micro-purchase threshold applicable to Davis-Bacon construction but is well below the federal Simplified Acquisition Threshold and below FCAG/WRTA's retained $25,000 formal-purchase control. A written RFQ and firm-fixed-price construction contract are therefore appropriate.

[X] The procurement was not divided or split to avoid a procurement threshold.

[X] The RFQ established a common Base Scope and permitted commercially equivalent or superior products where documented.

[X] No geographic or local-vendor preference was stated in the RFQ.

[X] No cost-plus-percentage-of-cost or percentage-of-construction-cost contracting method is used.

[X] Changes to scope, price, or time require written authorization.

[X] The procurement history documents the method, contract type, source pool, selection rationale, and basis for contract price.

Procurement Method Determination - Prepared / Reviewed By	Signature: Jesse Grosinger (Sep 30, 2026 16:01:16 MDT)	Printed Name / Title: Jesse Grosinger	Date: Sept 30, 2026
Executive Director / Authorized Procurement Official	Signature: Tim Nichols (Sep 30, 2026 20:14:01 MDT)	Printed Name / Title: Tim Nichols	Date: 09/30/26

3. Need, Scope, Funding, and Project Eligibility

3.1 Public Purpose and Scope

The project replaces and improves designated perimeter fencing and gate components at active WRTA facilities to protect transit vehicles, equipment, facilities, employees, and public assets while maintaining operational and emergency access. The controlling scope is the exact issued RFQ and Exhibit A.

- Commercial-grade galvanized chain-link security fencing within the issued work limits.
- Three-strand galvanized barbed-wire security topping and associated framework/hardware.
- Two existing approximately 13-foot swing vehicle gates to be repositioned.
- One pedestrian swing gate and one 24-foot manual cantilever slide vehicle gate.
- Required posts, foundations, hardware, demolition/removal, disposal, restoration, cleanup, and closeout.
- Coordination around active transit operations and maintenance of emergency/vehicle access.

3.2 Funding and Project Authorization

Item	Finding
Federal Program	FTA Section 5339
Pass-Through Agency	Wyoming Department of Transportation
Agreement	5339-26-FTA-566
Project	FT26566
Award Activity	Facility Rehabilitation (Security Upgrades)
Federal Assistance	$100,000
Total Project Award	$125,000
Agreement Execution	July 20, 2026

Environmental review record. WYDOT requested project photographs and a detailed fence-replacement description in May/June 2026 for FTA review. FCAG supplied a description stating that the replacement would generally follow the existing fence line without expanding the facility footprint or changing the property's use. A separate final environmental-clearance document was not located in the Facility Fencing procurement folder during this review. Therefore, the final NTP readiness certification includes an explicit project-level environmental authorization confirmation.

[X] Executed FT26566 grant agreement retained.

[X] Project scope and funding eligibility documented.

LH

LH

[X] Project-level environmental authorization/clearance confirmed by WYDOT/FTA before physical work begins. *Authorized official must confirm and attach or cross-reference the controlling project record before NTP.*

4. Solicitation, Competition, and Single-Response Determination

Solicitation Item	Record
Solicitation No.	FCAG-RFQ-FY27-001
Issue Date	August 24, 2026
Site Visit	August 31, 2026 at 9:00 AM
Questions Due	September 2, 2026 at 5:00 PM
Quotations Due	September 4, 2026 at 5:00 PM
Submission	Electronic PDF to business@fcagwy.gov
Award Basis	Lowest-priced responsive and responsible contractor, subject to applicable requirements and funding availability

4.1 Qualified Source Pool and Outreach Record

On August 24, 2026, FCAG developed a written distribution list and directed Facilities & Maintenance to call and email qualified fencing contractors beginning the following day. The list included local commercial fence contractors and contractors identified through WYDOT fence prequalification. The source pool was substantially broader than the single firm that ultimately responded.

Qualified Source	Method / Basis	Record
Cowboy State Fencing	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
Grit Fence, LLC	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool

Wind River Fence	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
Central Wyoming Backhoe & Fence Company	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
Frontier Fence Co Fremont County	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
Mushitz Fencing	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
SWi Fence & Supply of Casper	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
Waters & Son Construction, Inc.	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
Eagle Nest Fencing, LLC	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
Black Fern Fencing LLC	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
Wild West Fencing	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
Mountain Top Services	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
Bridger Valley Fence	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
Triple J Quality Fencing, Inc.	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
Fence Tech Services, LLC	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
Midwest Fence Co	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
High Country Construction, Inc.	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
Panacea Construction Group LLC	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
King Enterprises	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
MAHegge, LLC	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
Oftedal Construction, Inc.	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
Mountain Construction Company	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
Longhorn Construction, Inc.	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool
Terry R. Pitt Construction, Inc.	Qualified source identified for direct RFQ outreach	August 24-25, 2026 source pool

Because the accessible project folder does not contain individual outbound email copies for every source, the Procurement Official must sign the Source-Solicitation Certification below to certify the actual outreach performed. This is a contemporaneous record reconstruction based on the August 24 distribution-list email and should not be signed unless the official can truthfully attest to it.

Source-Solicitation Certification: I certify that the RFQ was directly distributed or otherwise communicated to an adequate number of the qualified sources identified above, using materially the same solicitation information.	Signature: Travis Scadden Travis Scadden (Sep 30, 2026 19:58:45 MDT)	Printed Name / Title: Travis Scadden	Date: Sept 30, 202
Executive Director / Authorized Procurement Official	Signature: [signature]	Printed Name / Title: Tim Nichols	Date: 09/30/26

4.2 Single-Response Analysis

One quotation was received, from Cowboy State Fencing LLC. The specifications establish performance and commercial-quality requirements but allow equivalent or superior products, and the schedule provided approximately 11 days from issue to quote due date with a pre-quotation site visit. Nothing in the RFQ reviewed indicates a proprietary specification, local preference, or other facial restriction designed around Cowboy State Fencing LLC.

[X] Exact issued RFQ and attachments retained.

[X] Qualified source pool documented.

[X] Specifications reviewed and found not unduly restrictive on their face.

[X] No geographic/local-vendor preference applied.

[X] Single quotation was timely received before the 5:00 PM deadline.

[X] Price reasonableness independently established through the pre-solicitation ICE and market sources.

ADEQUACY DETERMINATION: Upon signature of the source-solicitation certification above, FCAG determines that an adequate number of qualified sources were solicited, the RFQ was not unduly restrictive, and the single response may be processed as a competitive simplified acquisition, subject to responsiveness, responsibility, and price reasonableness.

Competition Adequacy Determination - Procurement Official	Signature: Jesse Grosinger (Sep 30, 2026 16:01:16 MDT)	Printed Name / Title: Jesse Grosinger	Date: Sept 30, 2026
Executive Director / Authorized Award Official	Signature: Tim Nichols (Sep 30, 2026 20:14:01 MDT)	Printed Name / Title: Tim Nichols	Date: 09/30/26

5. Quotation Responsiveness Determination

Review Item	Finding	Evidence
Quotation received by deadline	Complies	Email from Cowboy State Fencing received September 4, 2026 at 4:59 PM; deadline 5:00 PM.
Base quotation	Complies	$15,317.25.
Complete Base Scope	Complies subject to executed clarification	Signed pre-award certification returned September 15, 2026.
Federal requirements	Complies subject to executed clarification	Vendor clarification/certification package addresses federal requirements.
Davis-Bacon / certified payroll	Acknowledged	Pre-award certification and RFQ requirements apply.
Insurance	Received; endorsement/acceptance check at NTP readiness	COI received September 15, 2026; coverage limits reviewed. Additional-insured evidence must be confirmed before NTP.
Material exceptions	None identified in award record	Notice of Award accepts the Base Quotation without a material exception.
Quotation validity	Confirmed through award process	Notice of Award issued September 21, 2026.

RESPONSIVENESS DETERMINATION: Cowboy State Fencing LLC's quotation is RESPONSIVE. The quotation was timely, states the $15,317.25 Base Quotation, and the executed pre-award clarification confirms the complete Base Scope and applicable requirements without a material change to the competitive basis.

Responsiveness Reviewer	Signature: Travis Scadden (Sep 30, 2026 19:58:45 MDT)	Printed Name / Title: Travis Scadden	Date: Sept 30, 2026
Procurement Official	Signature: Jesse Grosinger (Sep 30, 2026 16:01:16 MDT)	Printed Name / Title: Jesse Grosinger	Date: Sept 30, 2026

6. Contractor Responsibility Determination

Factor	Finding	Status
Legal business identity	Cowboy State Fencing LLC identified consistently in quote, clarification, and award record.	Supported
Authorized representative	Vendor returned signed pre-award package through company email.	Supported
Technical capability	Commercial fencing contractor submitted complete project quotation and accepted defined gate/fence scope.	Supported
Capacity / schedule	No contrary information identified; contractor proceeded through clarification and award.	Supported subject to contract schedule
Financial capacity	No improper financing condition identified for the firm-fixed-price contract.	Supported proportionate to contract size
Insurance	COI received September 15, 2026; coverage limits reviewed. Additional-insured evidence must be confirmed before NTP.	Final acceptance at NTP certification
Subcontractors	Vendor certification controls; all required clauses flow down to covered subcontractors.	Contract administration item
Debarment / suspension	Contract value is below the FTA matrix's $25,000 value trigger; signed federal certifications remain controlling.	No value-triggered certification requirement
Integrity / public policy	No disqualifying information identified in the procurement record reviewed.	Supported

RESPONSIBILITY DETERMINATION: Subject to final insurance acceptance and execution of the construction agreement,

Cowboy State Fencing LLC is determined RESPONSIBLE for this procurement based on the available technical, commercial, integrity, and pre-award certification record.

Responsibility Reviewer	Signature: Travis Scadden (Sep 30, 2026 19:58:45 MDT)	Printed Name / Title: Travis Scadden	Date: Sept 30, 2026
Authorized Procurement Official	Signature: Jesse Grosinger (Sep 30, 2026 16:01:16 MDT)	Printed Name / Title: Jesse Grosinger	Date: Sept 30, 2026

7. Fair and Reasonable Price Determination

Price Element	Amount
Independent pre-solicitation ICE	$24,958.34
Cowboy State Fencing LLC Base Quotation	$15,317.25
Dollar Variance	$9,641.09 below the ICE
Percentage Variance	38.63% below the ICE

The revised ICE workbook is the controlling estimate and was prepared August 18, 2026 before the RFQ was issued August 24, 2026. It uses project quantity takeoffs, published supplier/catalog pricing, Davis-Bacon labor assumptions, gate/material benchmarks, and documented allowances. The contractor's signed pre-award clarification confirms that the $15,317.25 quotation covers the complete Base Scope. The low-side variance exceeds FCAG's internal 10% review band, but the band is a review trigger, not a rejection threshold.

The variance is reasonably explained by the ICE's conservative supplier benchmarks, labor-hour assumptions, commercial gate allowances, contractor markups, and contingency. No evidence reviewed indicates that the lower quotation resulted from a material scope omission or an inability to meet the federal construction requirements.

PRICE DETERMINATION: The $15,317.25 firm-fixed price is FAIR AND REASONABLE for the required Base Scope. The detailed calculation and post-offer analysis are retained in the companion revised ICE workbook.

Price Analysis Prepared / Reviewed By	Signature: Jesse Grosinger (Sep 30, 2026 16:01:16 MDT)	Printed Name / Title: Jesse Grosinger	Date: Sept 30, 2026
Authorized Procurement / Award Official	Signature: Tim Nichols (Sep 30, 2026 20:14:01 MDT)	Printed Name / Title: Tim Nichols	Date: 09/30/26

8. Federal Contract Provisions Applicability Matrix

Provision	Applicability	Basis	File Evidence
Access to Records and Audits	Applies	All contracts	RFQ / contract
Changes to Federal Requirements	Applies	All contracts	RFQ / contract
Civil Rights / Nondiscrimination / DBE	Applies	All contracts	RFQ / contract
Covered Telecommunications	Applies	2 CFR 200.216	RFQ / contract
Domestic Preferences	Applies	2 CFR 200.322	RFQ / contract
Recovered Materials	Applies	Contract over $10,000	RFQ / contract
Termination for Cause / Convenience	Applies	Contract over $10,000	RFQ / contract
Debarment / Suspension	Not value-triggered	FTA matrix trigger over $25,000	Vendor certifications / responsibility record
Byrd Anti-Lobbying	Not triggered	Over $100,000	Not required by contract value
Clean Air / Water Pollution Control	Not triggered	Over $150,000	Not required by contract value
Davis-Bacon and Related Acts	Applies	FTA-assisted construction over $2,000	RFQ Exhibit C/D; Section 9
Copeland Anti-Kickback	Applies	Covered construction labor standards	RFQ / Section 9
Veterans Employment Preference	Applies	Federally assisted construction	RFQ
FTA Buy America	Small-purchase waiver	Contract $15,317.25 < $150,000	Section 10
BABA / 2 CFR Part 184	DOT small-grants waiver	Federal assistance $100,000 < $500,000	Section 10 / executed grant

9. Davis-Bacon and Construction Labor Compliance

The procurement is FTA-assisted construction exceeding $2,000. Davis-Bacon and Related Acts labor standards and the Copeland Anti-Kickback Act therefore apply. RFQ Exhibit D uses General Decision WY20260044 for Heavy and Highway construction in Fremont County. The solicitation retained Modification 3 dated July 30, 2026.

Current-source review on September 30, 2026 found publicly indexed copies of WY20260044 showing Modification 3 dated July 30, 2026 as the latest identified revision. The authorized reviewer must still perform and retain the official SAM.gov wage-determination check at the legally required pre-award/NTP point and incorporate any newer controlling modification if required.

[X] Davis-Bacon applicability included in RFQ and contract requirements.

[X] 29 CFR 5.5 labor standards clauses incorporated through the RFQ/contract.

[X] Copeland Anti-Kickback requirements incorporated.

[X] Contractor acknowledged prevailing-wage and certified-payroll obligations through pre-award certification.

[ ] Current official wage determination will be attached at NTP and used for payroll review.

Wage Determination Lock-In / Update Verification: Current WD and modification checked; any required update incorporated.	Signature: Jesse Grosinger (Sep 30, 2026 16:01:16 MDT)	Printed Name / Title: Jesse Grosinger	Date: Sept 30, 2026

9.1 Construction-Phase Controls

[ ] Weekly certified payrolls from prime contractor and covered subcontractors. *Complete during construction; not a pre-award deficiency.*

[ ] Signed Statement of Compliance for each covered payroll week. *Complete during construction; not a pre-award deficiency.*

[ ] Review of classifications, hours, wages, fringes, deductions, and overtime. *Complete during construction; not a pre-award deficiency.*

[ ] Resolution of payroll discrepancies and any required wage restitution before final payment. *Complete during construction; not a pre-award deficiency.*

[ ] Conformance request/approval for any unlisted classification, if needed. *Complete during construction; not a pre-award deficiency.*

10. Domestic Preference, Buy America, and BABA Determination

10.1 FTA Buy America Small-Purchase Waiver

FTA's statutory small-purchase waiver under 49 U.S.C. 5323(j)(13) applies to purchases of $150,000 or less. FTA guidance states that total contract value includes labor and options. The $15,317.25 contract is therefore within the general small-purchase waiver, provided the procurement was not split to obtain the waiver.

[X] FTA Buy America small-purchase waiver applies to this $15,317.25 contract.

10.2 Build America, Buy America / DOT Small-Grants Waiver

DOT's August 16, 2023 public-interest waiver applies to certain de minimis costs and small grants. The executed FT26566 agreement identifies $100,000 in federal assistance and a $125,000 total project award. Because the federal financial assistance applied to this project is below $500,000 and the award was executed after the waiver's effective date, the DOT small-grants waiver applies to this project, subject to the terms of the waiver and the controlling grant agreement.

[X] Executed FT26566 award confirms $100,000 federal assistance.

[X] Award executed July 20, 2026, after August 16, 2023.

[X] DOT de minimis/small-grants waiver retained by URL/reference.

[X] 2 CFR 200.322 domestic-preference clause remains included in the procurement record.

Domestic Preference / Waiver Determination Prepared By	Signature: Jesse Grosinger (Sep 30, 2026 16:01:16 MDT)	Printed Name / Title: Jesse Grosinger	Date: Sept 30, 2026
Authorized Procurement Official	Signature: Tim Nichols (Sep 30, 2026 20:14:01 MDT)	Printed Name / Title: Tim Nichols	Date: 09/30/26

11. Award Recommendation and Notice-to-Proceed Readiness

FCAG selected Cowboy State Fencing LLC for a firm-fixed-price construction award of $15,317.25. Notice of Award was issued September 21, 2026. The following checklist separates completed procurement determinations from the final execution controls that must be confirmed immediately before Notice to Proceed.

Pre-NTP Control	Status	Evidence
Procurement method determination	Complete; awaiting signature	Section 2
ICE and post-offer price analysis	Complete; awaiting signatures	Revised ICE workbook / Section 7
Qualified-source pool / outreach record	Source pool complete; actual outreach certification awaiting signature	Section 4 / Aug. 24 distribution record
Single-response competition determination	Complete subject to outreach certification; awaiting signature	Section 4
Responsiveness determination	Complete; awaiting signature	Section 5
Contractor responsibility determination	Complete; awaiting signature	Section 6
Vendor pre-award clarification/certifications	Received	Signed PDF retained in SharePoint
Certificate of Insurance	Received	Outlook email Sept. 15, 2026; final acceptance below
Davis-Bacon wage lock-in	Final verification awaiting signature	Section 9
FTA Buy America / BABA determination	Complete; awaiting signature	Section 10
Funding availability / eligibility	Complete	Executed FT26566 agreement
Environmental / project authorization	Final project-level confirmation required	Section 3.2
Final construction agreement	Must be fully executed before NTP	Contract file
Notice to Proceed	Ready to issue after final certification below	NTP date to be entered

FINAL NTP AUTHORIZATION. Do not sign this block unless every statement below is true. Signing this block is the final administrative hold-point release and does not authorize backdating any underlying record.

☑ All procurement determinations in Sections 2, 4, 5, 6, 7, 9, and 10 are signed.

☑ The source-solicitation certification truthfully reflects the outreach actually performed.

☑ The $15,317.25 construction agreement is fully executed and incorporates the controlling RFQ, scope, federal clauses, Davis-Bacon requirements, change control, and termination provisions.

☑ The Certificate of Insurance has been reviewed, and FCAG/WRTA additional-insured status on Commercial General Liability has been confirmed by endorsement or other acceptable evidence.

☑ The official current Davis-Bacon wage determination has been checked and the controlling version is attached/incorporated.

☑ Project-level environmental authorization/clearance has been confirmed with WYDOT/FTA and any required evidence is attached or cross-referenced.

☑ Any WYDOT concurrence or pre-award approval required by Agreement 5339-26-FTA-566 has been obtained or determined not required.

☑ Funding is available and the project remains within the grant period.

Facilities & Maintenance / Technical Review	Signature: Travis Scadden (Oct 6, 2026 16:54:25 MDT)	Printed Name / Title: Travis Scadden	Date: Oct 6, 2026
Business / Procurement Review	Signature: Jesse Grosinger (Oct 7, 2026 06:28:23 MDT)	Printed Name / Title: Jesse Grosinger	Date: Oct 7, 2026
Executive Director / Authorized NTP Official	Signature: Tim Nichols (Oct 7, 2026 08:25:27 MDT)	Printed Name / Title: Tim Nichols	Date: 10/07/26

12. Contract Administration and Change Control

After NTP, the procurement file remains active. FCAG must document inspection, certified payroll compliance, invoices, payment approval, written changes, schedule impacts, and final acceptance. No oral direction may change scope, price, or time.

Date	Work / Milestone	Inspector	Deficiency / Action	Accepted?

Invoice No.	Period / Work	Amount	Payroll Current?	Inspection Accepted?	Payment Date

Change No.	Description / Original-Scope Nexus	Add / Deduct	Time Impact	Price Basis	Approved By / Date

13. Closeout and Final Acceptance

[ ] Contractor reports substantial/final completion in writing. *Complete during project closeout.*

[ ] FCAG performs final inspection against the controlling scope and specifications. *Complete during project closeout.*

[ ] Punch-list items documented and completed. *Complete during project closeout.*

[ ] Fence alignment, posts, fabric, security topping, gates, hardware, and restoration accepted. *Complete during project closeout.*

[ ] Final project photographs retained. *Complete during project closeout.*

[ ] Warranty/manufacturer information received. *Complete during project closeout.*

[ ] All covered weekly certified payrolls received and discrepancies resolved. *Complete during project closeout.*

[ ] Final invoice supported by inspection and labor-compliance review. *Complete during project closeout.*

[ ] Final written acceptance and closeout certification issued. *Complete during project closeout.*

Financial Closeout	Amount / Record
Original Contract Amount	$15,317.25
Approved Net Change Orders	$_____
Final Contract Amount	$_____
Total Paid	$_____
Final Invoice No.	_____
Final Payment Date	_____
Warranty Start / Acceptance Date	_____

Final Technical Acceptance	Signature: _____	Printed Name / Title: _____	Date: _____
Business / Financial Closeout	Signature: _____	Printed Name / Title: _____	Date: _____
Executive Director / Authorized Official	Signature: _____	Printed Name / Title: _____	Date: _____

14. Records Retention

Retain the procurement and contract-administration record for the applicable federal, WYDOT, and FCAG retention period, measured from final payment/final expenditure reporting and closure of all pending matters, and longer where litigation, claims, audit, warranty, or another controlling requirement remains open.

[X] Retain original native documents or reliable signed PDF copies.

[X] Retain the exact solicitation issued and all addenda/clarifications.

[X] Retain quotation receipt evidence and executed vendor certifications.

[X] Retain all procurement determinations and approval signatures.

[X] Retain contract, NTP, payrolls, inspections, invoices, payments, change orders, and closeout records.

15. Procurement File Exhibit Index

Exhibit	Record	Location / Action
A	Executed WYDOT Agreement 5339-26-FTA-566 / FT26566	SharePoint: FT26566 / 2. Agreement
B	Revised Independent Cost Estimate and Cost/Price Analysis	REVISED_ICE_FT26566_Facility_Fence.xlsx
C	Issued RFQ FCAG-RFQ-FY27-001 and Exhibit A	SharePoint: Facility Fencing / 2. Solicitation
D	August 24, 2026 qualified-source distribution list / outreach record	Outlook / procurement correspondence
E	Cowboy State Fencing LLC quotation received Sept. 4, 2026 at 4:59 PM	SharePoint: 3. Quotes / Cowboy State Fencing LLC
F	Signed Vendor Clarification and Pre-Award Certifications	SharePoint: 4. Review / Pre Award Certifications_Signed.pdf
G	Certificate of Insurance received Sept. 15, 2026	Outlook attachment: WRTA coi.pdf
H	Notice of Award dated Sept. 21, 2026	SharePoint: 4. Review
I	Current Davis-Bacon WD WY20260044 and pre-award verification	Attach official SAM.gov print/PDF
J	FTA Buy America / DOT small-grants waiver support	Official FTA/DOT references; Section 10
K	Executed construction agreement	Attach before NTP
L	Environmental / project-level authorization evidence	Attach or cross-reference before NTP
M	Written Notice to Proceed	Attach when issued
N	Construction administration and closeout records	Add during performance

16. Authorities and References

- 2 CFR 200.318, General procurement standards
- 2 CFR 200.320, Methods of procurement
- 2 CFR 200.322, Domestic preferences for procurements
- 2 CFR 200.323, Procurement of recovered materials
- 2 CFR 200.324, Contract cost and price
- FTA Circular 4220.1G, Third-Party Contracting Guidance
- FTA Third-Party Contract Provisions Matrix, March 2026
- 29 CFR Parts 1, 3, and 5, Davis-Bacon / Copeland requirements
- SAM.gov Wage Determination WY20260044
- FTA Buy America Small Purchase Waiver guidance, 49 U.S.C. 5323(j)(13)
- U.S. DOT Waiver of Buy America Requirements for De Minimis Costs and Small Grants, effective August 16, 2023
- WYDOT Agreement No. 5339-26-FTA-566, Project FT26566

Official reference URLs:

https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D

https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance

https://sam.gov/wage-determination/WY20260044/0

https://www.transit.dot.gov/regulations-and-guidance/buy-america/fta-guidance-letter-buy-america-small-purchase-waivers

https://www.transportation.gov/regulations/federal-register-documents/2023-17602

Procurement File Certification

By signing below, the officials certify that the determinations in this memorandum are supported by the source records identified in the exhibit index, that any reconstructed procurement-history statement is based on the signer's actual knowledge or retained records, and that no date or certification has been backdated or created to misrepresent when an action occurred.

Facilities & Maintenance Manager	Signature: _____	Printed Name / Title: _____	Date: _____
Business Manager / Procurement Review	Signature: _____	Printed Name / Title: _____	Date: _____
Executive Director	Signature: _____	Printed Name / Title: _____	Date: _____

17. Construction Agreement - Ready for Execution

This Construction Agreement is the award instrument for FCAG-RFQ-FY27-001 and is intended to be executed only after the procurement determinations in this record are signed and the final pre-NTP controls are satisfied.

Agreement Item	Term
Owner	Fremont County Association of Governments (FCAG), operating the Wind River Transportation Authority (WRTA)
Contractor	Cowboy State Fencing LLC
Project	WRTA Facility Fence Replacement Project
Solicitation	FCAG-RFQ-FY27-001
WYDOT Agreement / Project	5339-26-FTA-566 | FT26566
Contract Type	Firm-fixed-price construction contract
Contract Sum	$15,317.25
Project Locations	2554 Airport Road and 4410 Airport Road, Riverton, Wyoming 82501
Contract Time	Final completion within 90 calendar days after written Notice to Proceed, subject to written extensions approved by FCAG
Warranty	Minimum one-year workmanship warranty beginning on final written acceptance, plus transfer of applicable manufacturer warranties
Payment	Net 30 after receipt of a correct invoice and acceptance of corresponding work, subject to payroll/compliance documentation

17.1 Contract Documents

The Contract Documents consist of this Agreement; the issued RFQ FCAG-RFQ-FY27-001 including Exhibits A through D and any addenda; Cowboy State Fencing LLC's submitted quotation; the executed Vendor Clarification and Pre-Award Certifications; the Notice of Award; the controlling Davis-Bacon wage determination; written change orders; and the written Notice to Proceed. In the event of conflict, the more specific written requirement controls unless FCAG issues a written clarification or amendment.

17.2 Scope of Work

Contractor shall furnish all labor, supervision, materials, equipment, tools, transportation, mobilization, demolition/removal, disposal, excavation, concrete, fencing, gates, hardware, restoration, cleanup, closeout documentation, and incidental work required to provide the complete Base Scope identified in the RFQ and Exhibit A.

17.3 Contract Sum

FCAG shall pay Contractor a firm-fixed Contract Sum of $15,317.25 for satisfactory completion of the Base Scope. No additional compensation is due for work reasonably inferable from the Contract Documents unless FCAG authorizes a written change before the affected work proceeds.

17.4 Time and Notice to Proceed

Contractor shall not begin reimbursable work, order materials for reimbursement, or mobilize to the project site until FCAG issues a written Notice to Proceed. Final completion is required within 90 calendar days after NTP unless FCAG approves a written extension.

17.5 Federal Requirements and Labor Standards

Contractor shall comply with all applicable federal provisions incorporated into the RFQ and this Agreement, including Davis-Bacon and Related Acts, Copeland Anti-Kickback requirements, civil rights/nondiscrimination, DBE and prompt-payment requirements, records/access provisions, domestic-preference requirements, recovered-material requirements, and all required flow-down provisions. Contractor shall submit weekly certified payrolls for itself and all covered subcontractors.

17.6 Insurance

Before NTP, Contractor shall maintain the insurance required by the RFQ. Commercial Automobile Liability shall apply to owned, hired, and non-owned vehicles used in connection with the Work, as applicable. FCAG and WRTA shall be additional insureds on Contractor's Commercial General Liability coverage with respect to liability arising from the Work. Current certificates and any required endorsements must be accepted by FCAG before NTP.

17.7 Changes

No change to scope, price, or contract time is authorized unless approved in writing by FCAG. Contractor shall not proceed with extra work based solely on oral direction. Written changes shall identify scope, price basis, funding impact, schedule impact, and approval authority.

17.8 Inspection, Acceptance, and Payment

Payment is based on work completed and accepted by FCAG. Final payment is contingent on punch-list completion, warranty and closeout documents, resolution of outstanding payroll/compliance matters, and final written acceptance.

17.9 Termination and Remedies

The termination, remedies, audit/access, civil rights, DBE, federal funding, and other contract provisions incorporated into the RFQ remain binding as part of this Agreement.

17.10 Entire Agreement and Authority

The Contract Documents constitute the parties' agreement for this procurement. Neither party may materially alter the awarded scope or price except through a properly authorized written modification. Each signer represents that they are authorized to bind the party identified below.

Fremont County Association of Governments / WRTA - Executive Director or Authorized Official	Signature: Tim Nichols (Oct 7, 2026 08:25:27 MDT)	Printed Name / Title: Tim Nichols	Date: 10/07/26
Cowboy State Fencing LLC - Authorized Representative	Signature: Jace Winfield (Oct 6, 2026 14:12:10 MDT)	Printed Name / Title: Jace Winfield	Date: Oct 06, 2026

17.11 Pre-NTP Insurance Acceptance

- [x] Commercial General Liability limits reviewed against the RFQ/contract.
- [x] Commercial Auto Liability reviewed against the RFQ/contract.
- [x] FCAG/WRTA additional-insured endorsement or other acceptable evidence reviewed and accepted.
- [x] Coverage effective through the anticipated construction period.

Insurance / Risk Review	Signature: Jesse Grosinger (Oct 7, 2026 06:28:23 MDT)	Printed Name / Title: Jesse Grosinger	Date: Oct 7, 2026

Executed Construction Agreement: COMPLETE

18. Notice to Proceed - Ready for Issuance

NTP Field	Entry
To	Cowboy State Fencing LLC
Project	WRTA Facility Fence Replacement Project
Solicitation / Contract	FCAG-RFQ-FY27-001
WYDOT Agreement / Project	5339-26-FTA-566 | FT26566
Contract Amount	$15,317.25
Notice to Proceed Date	_____
Required Final Completion	90 calendar days after the Notice to Proceed date, unless extended in writing by FCAG

FCAG hereby authorizes Cowboy State Fencing LLC to commence the Work described in the fully executed Contract Documents on the Notice to Proceed date stated above. The Contractor shall prosecute the Work diligently and achieve final completion within the Contract Time.

By commencing Work, Contractor acknowledges the controlling Contract Documents, the applicable Davis-Bacon wage determination, weekly certified-payroll obligations, insurance requirements, federal contract provisions, site-access and operational coordination requirements, and the written-change requirement. No work outside the awarded scope is authorized without prior written approval by FCAG.

NTP RELEASE CONDITION: This Notice to Proceed may be signed and issued only after the Final NTP Authorization in Section 11 is signed and the Construction Agreement in Section 17 is fully executed.

Fremont County Association of Governments / WRTA - Authorized NTP Official	Signature: _____	Printed Name / Title: _____	Date: _____
Contractor Acknowledgment - Cowboy State Fencing LLC	Signature: _____	Printed Name / Title: _____	Date: _____

FINAL_WRTA_Fencing_Procurement_File_Compliance_Package_Step1

Final Audit Report 2026-10-01

Created:	2026-09-30
By:	Tim Nichols (Business@fcagwy.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI8gqchABumBKC3hpD0NekTewJThpOwVs

"FINAL_WRTA_Fencing_Procurement_File_Compliance_Package_Step1" History

Document created by Tim Nichols (Business@fcagwy.gov)
2026-09-30 - 9:58:37 PM GMT

Document emailed to Jesse Grosinger (jesse.grosinger@fcagwy.gov) for signature
2026-09-30 - 9:58:43 PM GMT

Email viewed by Jesse Grosinger (jesse.grosinger@fcagwy.gov)
2026-09-30 - 10:00:30 PM GMT

Document e-signed by Jesse Grosinger (jesse.grosinger@fcagwy.gov)
Signature Date: 2026-09-30 - 10:01:16 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

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2026-09-30 - 10:01:18 PM GMT

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2026-10-01 - 1:57:22 AM GMT

Document e-signed by Travis Scadden (travis.scadden@fcagwy.gov)
Signature Date: 2026-10-01 - 1:58:45 AM GMT - Time Source: server - Signature Appearance Selected: MOBILE_TYPE

Document emailed to Tim Nichols (timothy.nichols@fcagwy.gov) for signature
2026-10-01 - 1:58:47 AM GMT

Email viewed by Tim Nichols (timothy.nichols@fcagwy.gov)
2026-10-01 - 2:13:11 AM GMT

Document e-signed by Tim Nichols (timothy.nichols@fcagwy.gov)
Signature Date: 2026-10-01 - 2:14:01 AM GMT - Time Source: server - Signature Appearance Selected: DRAW

Adobe Acrobat Sign

Agreement completed.

2026-10-01 - 2:14:01 AM GMT

Adobe Acrobat Sign

FINAL_WRTA_Fencing_Procurement_File_Compliance_Package_Step1 - signed_Step 2

Final Audit Report 2026-10-07

Created:	2026-10-06
By:	Tim Nichols (Business@fcagwy.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb8pXSItbVMpHpk_LN9KYzosfb6wdmNyc

"FINAL_WRTA_Fencing_Procurement_File_Compliance_Package_Step1 - signed_Step 2" History

Document created by Tim Nichols (Business@fcagwy.gov)
2026-10-06 - 6:08:19 PM GMT

Document emailed to Jace Winfield (cowboystatefencingllc@gmail.com) for signature
2026-10-06 - 6:08:24 PM GMT

Email viewed by Jace Winfield (cowboystatefencingllc@gmail.com)
2026-10-06 - 8:05:49 PM GMT

Document e-signed by Jace Winfield (cowboystatefencingllc@gmail.com)
Signature Date: 2026-10-06 - 8:12:10 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

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2026-10-06 - 8:12:16 PM GMT

Email viewed by Travis Scadden (travis.scadden@fcagwy.gov)
2026-10-06 - 10:52:23 PM GMT

Document e-signed by Travis Scadden (travis.scadden@fcagwy.gov)
Signature Date: 2026-10-06 - 10:54:25 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_TYPE

Document emailed to Jesse Grosinger (jesse.grosinger@fcagwy.gov) for signature
2026-10-06 - 10:54:26 PM GMT

Email viewed by Jesse Grosinger (jesse.grosinger@fcagwy.gov)
2026-10-07 - 12:23:40 PM GMT

Document e-signed by Jesse Grosinger (jesse.grosinger@fcagwy.gov)
Signature Date: 2026-10-07 - 12:28:23 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Document emailed to Tim Nichols (timothy.nichols@fcagwy.gov) for signature

2026-10-07 - 12:28:25 PM GMT

Email viewed by Tim Nichols (timothy.nichols@fcagwy.gov)

2026-10-07 - 2:24:46 PM GMT

Document e-signed by Tim Nichols (timothy.nichols@fcagwy.gov)

Signature Date: 2026-10-07 - 2:25:27 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

Agreement completed.

2026-10-07 - 2:25:27 PM GMT

Adobe Acrobat Sign

FINAL_WRTA_Fencing_Procurement_File_Compliance_Package_Step1 - signed_Step 2 - signed_Step3

Final Audit Report 2026-10-12

Created:	2026-10-12
By:	Tim Nichols (Business@fcagwy.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAt5riquqqLwPzuEnzp4fcAvaBf88ishFE

"FINAL_WRTA_Fencing_Procurement_File_Compliance_Package_Step1 - signed_Step 2 - signed_Step3" History

Document created by Tim Nichols (Business@fcagwy.gov)
2026-10-12 - 3:00:07 PM GMT

Document emailed to Leanna Humble (leanna.humble@wyo.gov) for signature
2026-10-12 - 3:00:19 PM GMT

Email viewed by Leanna Humble (leanna.humble@wyo.gov)
2026-10-12 - 3:37:26 PM GMT

Document e-signed by Leanna Humble (leanna.humble@wyo.gov)
Signature Date: 2026-10-12 - 10:44:00 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-10-12 - 10:44:00 PM GMT

FREMONT COUNTY ASSOCIATION OF GOVERNMENTS

A JOINT POWERS BOARD • FREMONT COUNTY, WYOMING

Wind River Transportation Authority • Project Independence

BOARD AGENDA ITEM REPORT

Subject	**Staff Reports**		
Meeting Date	October 22, 2026	**Agenda Item No.**	**IV**
Meeting Type	☒ Regular ☐ Special ☐ Work Session		
Agenda Section	☐ Consent Agenda ☐ Unfinished Business ☐ New Business ☒ Reports and Updates ☐ Public Hearing		
Nature of Action	☐ Motion ☐ Resolution ☐ Agreement / Contract ☐ Direction to Staff ☒ Information Only		
Program Area	☒ FCAG Administration ☐ WRTA ☐ Project Independence (CSBG) ☐ Regional EMS		
Strategic Plan Alignment	☐ Yes - Goal / Objective: not specified ☒ No (Regular Business)		
Submitted By	Tim Nichols, Executive Director	**Presented By**	Tim Nichols, Executive Director
Attachments	☒ Yes - proposed documents in Section X; packet assembly pending		

I. EXECUTIVE SUMMARY

This item provides an operational and administrative update since the September regular meeting. Suggested confirmed topics include fiscal-management improvements and the FY2025 audit-finding response, grant and transportation reporting, procurement compliance activities, regional EMS planning, and coordination for the incoming Board. Detailed current-period ridership, staffing, contract and grant metrics should be supplied in the separate dated monthly staff report, not inferred from historical reports.

II. BACKGROUND AND PRIOR BOARD ACTIONS

The September 24 meeting received staff updates concerning Section 5311 funding, transit service and coordination, grants, internal controls, and EMS transition planning. No substantive action was taken under the staff report.

Date	Meeting / Body	Discussion or Action Taken
09/24/2026	FCAG Board	Received monthly organizational updates on transit, grants, EMS planning and administration.

III. STATEMENT OF ISSUE *Why this item is before the Board*

A recurring management report gives the Board a unified view of program performance, current obligations, and emerging risks without requiring operational decisions on every update.

IV. LEGAL AND POLICY AUTHORITY

Legal Review	☐ Reviewed by FCAG Counsel ☐ Review Pending ☒ Not Required

Routine reporting under the FCAG Joint Powers Agreement and Board oversight responsibilities; no separate contract or appropriation authorization is requested.

V. FISCAL IMPACT

Fiscal Impact	☒ None ☐ Within Adopted Budget ☐ Budget Amendment Required ☐ Revenue to FCAG		
Amount	$0.00	**Fiscal Year**	FY2027
Funding Source(s)	None		
Budget Line / Account	Not verified / enter final chart of accounts	**Local Match Required**	☒ No

No standalone fiscal action. Financial information should reconcile to the separately presented FY2027 Q1 review and the consent reports.

VI. ALTERNATIVES AVAILABLE TO THE BOARD

Alternative	Effect of Board Selecting This Alternative
1. Approve as recommended	Receives operational report without new authorization.
2. Approve with modifications	Asks for more detailed figures and directs subsequent reporting.
3. Deny or take no action	No new authority or approval; routine item remains pending or is received without vote.
4. Table or continue to a date certain	Allows verification of missing materials and renewal of consideration at a properly noticed meeting; may affect schedules.

VII. ACTION REQUESTED

Receive the staff report and invite governance-level questions; refer any authorization issue to its separately noticed agenda item.

VIII. PROPOSED MOTION

BOARD MEMBER: No formal motion recommended for this information-only item. The Chair may receive the report and direct staff only within the posted agenda.

(Second required if a motion is made.) Chair: “It has been moved and seconded. Is there any discussion?”
Vote: ☐ Majority of quorum present ☐ Other: verify applicable Bylaws.

IX. EXECUTIVE DIRECTOR’S RECOMMENDATION

Issue a concise verbal briefing accompanied by the comprehensive monthly written report. Ensure the reported period and statistics can be traced to source systems. Final packet verification: Replace carried-forward September report text; confirm October activity dates, September ridership, current grant performance, and audit-response status before publication.

X. ATTACHMENTS

Attachment A	Current-month Staff Report

AGENDA ROUTING AND APPROVAL *Completed before the item is placed on the agenda*

Review	Name	Signature / Initials	Date
Prepared By	Tim Nichols	TN	10/19/2026
Fiscal Review (Business Manager)	N/A	N/A	N/A
Legal Review (if required)	N/A	N/A	N/A
Approved for Agenda (Executive Director)	Executive Director	TN	10/19/2026

RECORD OF BOARD ACTION *For Board Secretary use only*

Action Taken	☐ Approved as Presented ☐ Approved as Amended ☐ Denied ☐ Received / Information Only ☐ Tabled or Continued to: Date		
Motion By	Board member	**Seconded By**	Board member
Vote	Ayes: # Nays: # Abstain: # Absent: #		
Resolution / Minutes Ref.	No. / page	**Recorded By / Date**	Name, date

This report and its attachments are part of the public meeting packet and are public records under the Wyoming Public Records Act unless a specific exemption applies.

FREMONT COUNTY ASSOCIATION OF GOVERNMENTS
WIND RIVER TRANSPORTATION AUTHORITY • PROJECT INDEPENDENCE
2554 AIRPORT RD RIVERTON WY, 82501 • (307) 856-9782

STAFF REPORT

Date: Monday, October 19, 2026

TO: Fremont County Association of Government Board

FROM: Tim Nichols, Director

SUBJECT: October 2026 FCAG Staff Report

OVERVIEW AND ORGANIZATIONAL DIRECTION

The reporting period since the September 24 Board meeting has involved a concentrated effort to stabilize present public services while strengthening the governing, financial, and operational systems needed for FCAG's expanded regional responsibilities. The most significant developments have been the continuation of countywide ambulance service under a new County-provider agreement, advancement of FCAG's regional EMS implementation planning, submission of a coordinated healthcare transportation grant application, the launch of a transit scheduling-system implementation, and substantial work on financial accountability and capital procurement documentation. Staff has also begun organizing the 2027 Board transition and participated in the October 19 Clean Transportation Summit in Jackson.

These activities have not advanced at the same pace. Certain steps, including a grant application submission, contracted software procurement, formal audit-response correspondence, and preliminary program planning, are documented as completed. Other matters, including final grant effectiveness, procurement authorization, staffing arrangements, facility improvements, and the assumption of any EMS operating responsibility, remain dependent on further approvals or verification. The distinction is important for the Board's oversight and for an accurate public record.

REGIONAL EMERGENCY MEDICAL SERVICES AND TRANSITION READINESS

Fremont County's immediate ambulance-service arrangement materially changed at the start of October. Following the service-continuity concerns considered in September, the County executed an agreement with Frontier Ambulance, LLC, for ground ambulance service. The agreement identifies the County and Frontier as the contracting parties and sets out a term and subsidy schedule extending beyond the original FCAG transition-planning target. FCAG was provided the executed agreement for review. The County's contract should not be described as an FCAG operating contract or as a transfer of ambulance licenses, employees, facilities, equipment, liabilities, or direct clinical responsibility to FCAG.

FCAG's existing role remains the coordination and development of a possible publicly governed regional EMS model, consistent with the Board-adopted transition plan and the County's prior regional planning designation. Staff has continued evaluating the conditions necessary to move from planning to implementation, including legal authority, appropriate intergovernmental agreements, clinical oversight, licensure, workforce structure, dispatch and communications, insurance, asset ownership and use, budget sustainability, and public accountability. The transition model must be evaluated in light of the newly executed County-provider contract rather than treating the original planning timetable as an automatic operational start date.

The Rural Health Transformation Program has also progressed. On October 9, FCAG's Executive Director signed the document identified as Agreement No. 259308. The electronic signing history establishes that FCAG executed its signature step, but the copy reviewed does not independently establish receipt of a countersigned agreement from the Wyoming Department of Health. The administration is therefore treating the award documentation, allowable uses, milestones, reimbursement procedures, and effective dates as matters to verify before making commitments against the grant. Planning for the EMS Director position and supporting organizational structure has also continued through preparation of a position description and job announcement. Recruitment and implementation decisions will need to align with Board authority and a realistic, funded transition schedule.

Fleet modernization is a related but distinct priority. An October working capital model and mineral royalty grant materials examine phased replacement of aging ambulances. They remain planning documents, not an approved equipment purchase or evidence of a secured local match. Further review is needed on vehicle condition and priorities, the County's existing assets, purchasing authority, financing commitments, and eligible grant cycles. These issues are addressed more fully in the separate October EMS agenda materials.

WIND RIVER TRANSPORTATION AUTHORITY: SERVICE, PEOPLE, AND TECHNOLOGY

WRTA continues operating in an environment shaped by reduced federal Section 5311 support and the interval before dedicated local transportation revenue becomes available. Administration has maintained contact with WYDOT and participating governments concerning grant limitations, capital assistance, reimbursement procedures, and the need for disciplined cost controls. A current September ridership and service-cost workbook exists, but individual figures should be reported from the reconciled final program reports rather than inferred from preliminary schedules or mixed operational totals.

A major October operating project is the transition to Blaise Transit for demand-response scheduling and rider-facing technology. The underlying procurement file documents an executed core award of $21,000, and the implementation kickoff took place October 5. The vendor subsequently requested configuration files, passenger and stop data, service-zone information, and a technical session to establish operating parameters. Staff has been coordinating these tasks while covering day-to-day driving and dispatch needs. The system has not been represented as fully launched; data migration, system configuration, training, testing, and rider communication remain implementation work.

Operational accountability has been a parallel focus. October 14 internal direction addressed accurate ride data entry, review of unseated trips, realistic scheduling, and written shift-change communication about unresolved trips. Rather than manually assigning rides into overloaded driver queues, dispatchers have been directed to raise conflicts before they affect passengers and route reliability. Staff has also reinforced the expectation that operators report to dispatch between assignments and remain in designated staging areas rather than gathering in the maintenance work space. These steps are intended to strengthen service reliability, staff accountability, and workplace safety.

WRTA has also explored better connections with neighboring transportation services, including potential transfer locations, more coordinated schedules, and improved rider information. Discussions include the possibility of nonpartisan coordination to help eligible residents access polling places without representing a new route or service commitment. In parallel, staff is

continuing to develop clearer performance reporting, including ridership by service type, call-outs, employee hours and overtime, fleet availability, and repair time.

TRANSIT CAPITAL PROJECTS, PROCUREMENT, AND FACILITIES

The agency has continued work on FTA/WYDOT-supported capital projects and their associated compliance records. The three StarCraft cutaway vehicles and proposed dump-trailer acquisition appear on the October Board agenda with a combined stated amount of $501,963.01.

Administration is assembling the purchase, payment, procurement and reimbursement records and must establish precisely what purchasing commitments or earlier authorizations exist before presenting the appropriate Board motions. Staff has also coordinated with WYDOT regarding reimbursement documentation for the cutaway vehicles under project FT24560.

The WRTA facility-fence project, FT26566, moved through environmental clearance and procurement-document review in October. Staff provided the procurement history, signed records and additional materials requested by WYDOT. A formal notice to proceed was being circulated as of October 16; its execution should not be assumed until confirmed. Separately, WYDOT acknowledged receipt and filing of a Notice of Federal Interest in its grant records and BlackCat facility files on October 12. Updated independent cost estimates for FY2027 vehicle and equipment requests were also transmitted to WYDOT during the month.

Administrative attention has continued on the former Riverton Senior Center facility at West Adams Street and the associated transition records, utilities, technology, and long-term facility planning. Correspondence and planning files use different street-number references for this property, so the executed conveyance and recorded property documents should control final identification. Recent internet-service discussions compared continuation of a satellite service arrangement with a proposed business broadband alternative. No unexecuted vendor proposal should be characterized as an active contract.

GRANT DEVELOPMENT, PROJECT INDEPENDENCE, AND HEALTHCARE ACCESS

On October 19, Project Independence Director Douglas Spriggs submitted FCAG's application to the 2027 CCAM-TAC Community Rides Pilot Grant Program. The submitted proposal, titled 'Wind River NEMT Access Hub: A One-Call/One-Click Healthcare Transportation Pilot,' requests $100,000 to develop technology-supported coordination of non-emergency medical transportation across Fremont County. The proposal identifies Project Independence as the lead program and WRTA and River Peak Health as partners. The project is designed to strengthen referrals and coordination among healthcare, human services and transportation providers for residents who face barriers reaching necessary care. Submission is confirmed; an award has not been confirmed.

Staff has also continued follow-up related to the broader regional mobility-management initiative previously prepared with WYDOT under the Innovative Coordinated Access and Mobility framework. The aim is to improve access to existing transportation resources through common information, referrals, and interagency cooperation. Staff is being careful to distinguish planned or submitted applications from funded projects. For capital support, FCAG's Transportation Enterprise Account application remains under the state review schedule previously communicated for the November 5 special State Loan and Investment Board meeting; a grant award is not yet established.

FINANCIAL CONTROLS, AUDIT READINESS, AND ORGANIZATIONAL ADMINISTRATION

October brought additional attention to financial reporting and audit compliance. On October 8, FCAG completed a written update responding to FY2025 CPA audit findings; the response was

transmitted to the Wyoming Department of Audit on October 13. It addressed budget-to-actual presentation and amendments, documentation of grant reimbursement approvals, segregation of duties in a small administrative office, and year-end adjusting entries. The response explains controls and planned improvements, but it does not constitute an auditor's determination that the findings have been fully resolved. The FY2026 audit request process is underway, with supporting schedules, reconciliations, payroll and grant records being assembled.

Administration reviewed a proposed independent contractor agreement with the Wyoming Association of Municipalities for accounting and bookkeeping support. The working draft provides a proposed rate of $150 per hour and a $24,999 total contract maximum, with safeguards designed to preserve FCAG's responsibility for authorizing payments, maintaining access controls, approving reimbursement requests, and overseeing financial records. Counsel indicated no additional changes to the draft circulated for review. A clean execution copy, procurement and conflict review, funding account, and Board authorization remain important before the relationship is treated as final.

A related October financial-policy comparison proposes alignment of FCAG and WRTA procurement, payment, documentation, and grant requirements. This includes consideration of authorization thresholds, separation of purchasing decisions from payment releases, cost allocation and indirect expense treatment, records retention, and changes in federal thresholds. Staff is also studying allocation of Executive Director and Business Manager effort among direct program work and shared administration, including responsible implementation of the federal 15 percent de minimis indirect rate where eligible. The proposed revisions and allocation methodology are still subject to documented review and applicable approvals; they should not be described as having been adopted.

REGIONAL ENGAGEMENT AND THE OCTOBER 19 CLEAN TRANSPORTATION SUMMIT

On October 19, administration participated in the Yellowstone-Teton Clean Cities Clean Transportation Summit at Teton County Library in Jackson. The published program brought together local government, transit, fleet, and private-sector representatives to consider electric charging infrastructure, regional mobility partnerships, transportation-demand management, alternative fuels, and potential sources of public funding. Notably, the regional mobility panel included Southern Teton Area Rapid Transit, Greater Idaho Falls Transit, Teton County, the Shoshone and Arapaho Public Works Authority, and the City of Bozeman. These discussions have direct relevance to WRTA's service integration work and FCAG's interest in regional partnerships that increase mobility without duplicating infrastructure.

Other scheduled presentations covered renewable diesel in existing fleets, municipal and airport alternative-fuel projects, the Wyoming National Electric Vehicle Infrastructure program, Diesel Emissions Reduction Act opportunities, and a regional electric-vehicle infrastructure forecast. The discussion reinforces the value of evaluating lifetime fleet cost, route and duty-cycle suitability, available fueling or charging infrastructure, maintenance capacity, energy resilience, and grant restrictions before the Association considers a particular vehicle technology. No fleet conversion or grant eligibility determination is implied by attendance.

A separate presentation by Raven SR introduced technology intended to convert waste materials into hydrogen and other energy products. The presentation materials reviewed described a Richmond-area project and illustrative processing and hydrogen-production capacities. Those were presenter-supplied claims, not independently established operating results. Before any public-sector partnership or procurement were considered, staff would need verified operating performance, capital and operating costs, feedstock availability, emissions and safety analysis,

commercial offtake arrangements, and compatibility with local needs. At this stage, the Summit is best understood as professional education and regional relationship-building, not an endorsement of a specific technology or project.

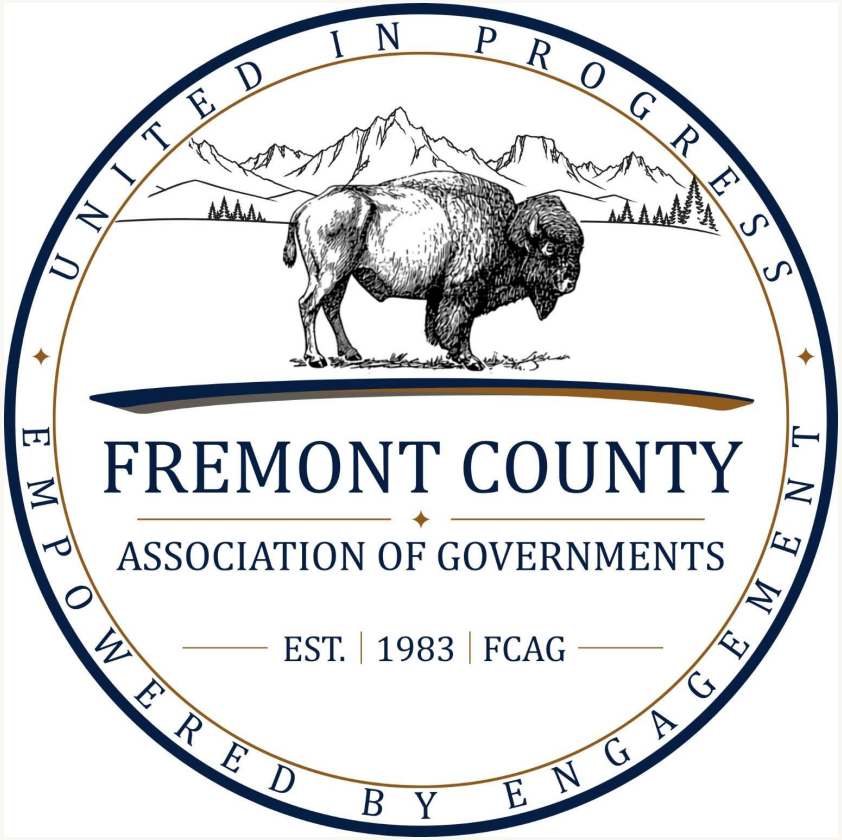
BOARD GOVERNANCE, COMMUNICATION, AND PRIORITIES AHEAD

Staff has begun preparing the January 7 and 8, 2027 FCAG Board orientation and governance retreat, with planning focused on the Board's joint-powers role, fiduciary obligations, meeting procedures, committee responsibilities, program oversight, grants, and regional partnerships. Initial outreach to presenters and the proposed Central Wyoming College location is underway, while venue details, participation, and related spending must still be confirmed. The October 22 Board meeting in Dubois is also being prepared with a more consistent agenda-item format and supporting documentation designed to distinguish information, discussion and action.

The weeks ahead will require continued concentration on the County's EMS agreement and FCAG's separate transition responsibilities; confirmation of the RHTP agreement and controls; completion of required audit and financial reporting; implementation milestones for Blaise; closeout documentation for capital purchases and facility projects; and the grant decision pipeline. Across each area, the goal remains reliable services, lawful and transparent use of public funds, and a realistic implementation pace supported by contracts, trained personnel, documented controls and governing-Board decisions.

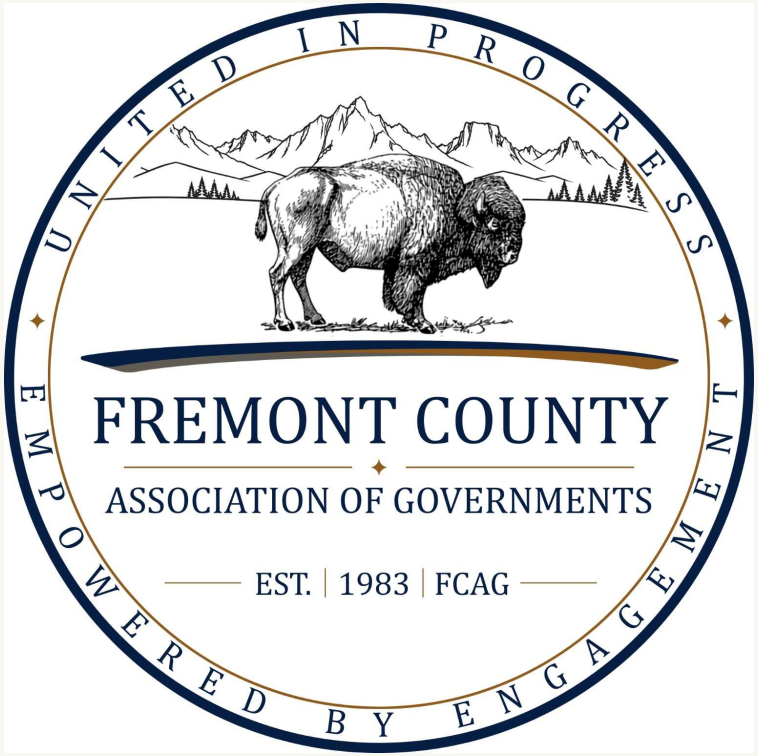
A logo rooted in Fremont County

Fremont Peak, the buffalo, and the Code of the West



FCAG visual identity

The elements of the seal



Fremont Peak

A recognizable landmark in the Wind River Range

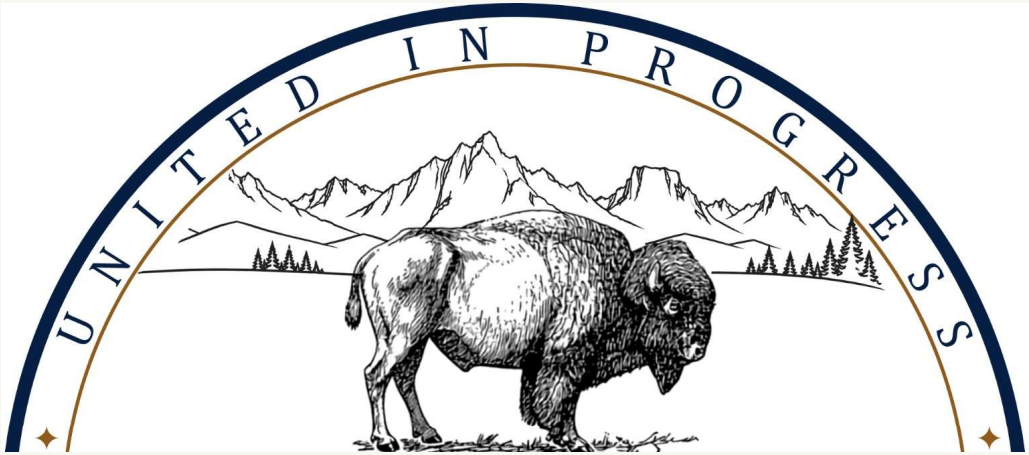
The buffalo

A living connection to the land and its communities

A circle around both

A proposed expression of governments working together

Fremont Peak grounds the design



The ridge is a stylized drawing in the supplied logo.

Place

The peak gives the seal a direct connection to the Wind River Range and the county it serves.

Purpose

As a symbol, the mountain can suggest a long view: decisions made with future communities in mind.

The buffalo speaks to a living place



The buffalo belongs to Fremont County's landscape and history. Tribal efforts are bringing buffalo back to the Wind River landscape today.

For FCAG, the image can also suggest resolve and care for what communities share.

Cultural meaning should be described with care and in the words of the communities who hold it.

The Code of the West in practice

Live each day with courage

Face difficult regional issues honestly.

When you make a promise, keep it

Follow through on public commitments.

Ride for the brand

Serve the shared good of Fremont County.

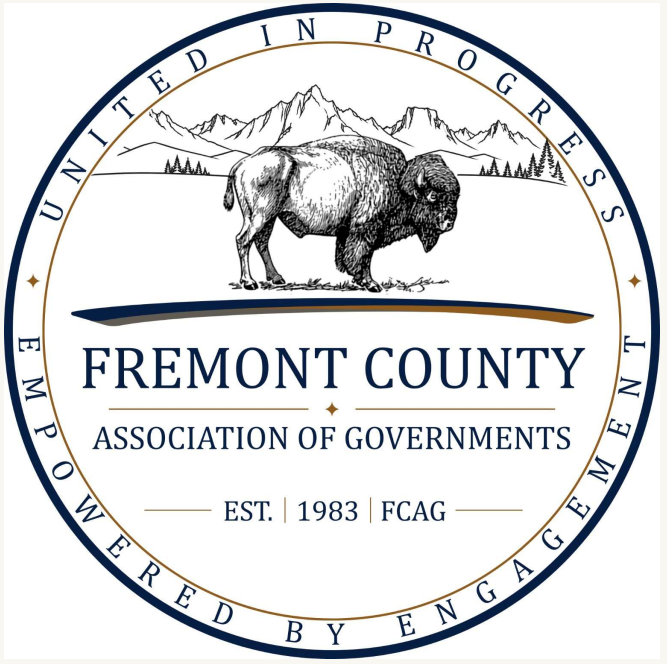
Talk less, say more

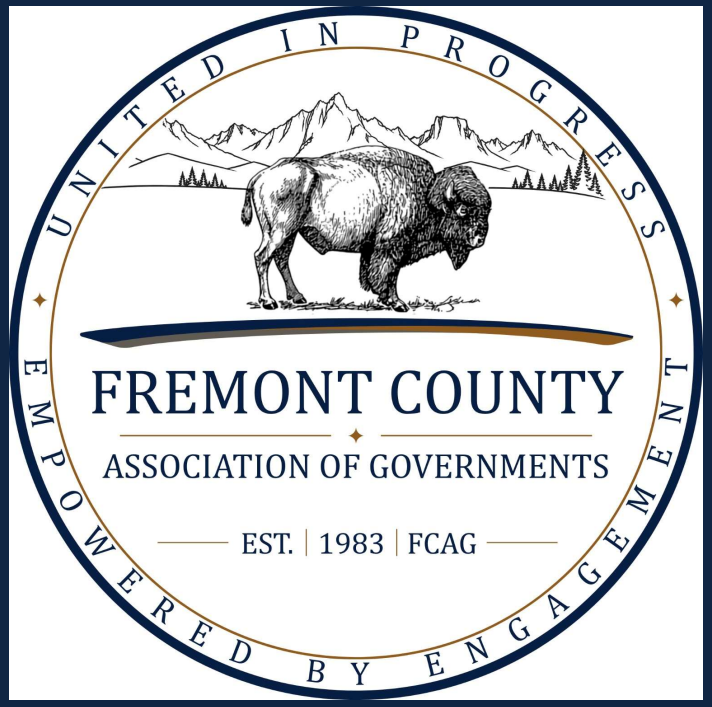
Explain decisions clearly to residents.

A seal for work across boundaries

FCAG's mission

To unite Fremont County's governments in collaborative leadership that strengthens communities, honors traditions, advances resources, and drives sustainable progress.





Rooted here. Responsible to all.

The mountain identifies the place. The buffalo reminds us that the region's story is still being lived. The Code of the West asks how we serve it.

Suggested interpretation of the new FCAG seal

Sources and approval note

Logo image	Supplied by FCAG user for this presentation.
FCAG mission and Code	fcagwy.gov/ fcagwy.gov/code-of-the-west/
Fremont Peak	wyohistory.org/encyclopedia/crossing-wyoming-kit-carson-and-changing-west
Buffalo restoration	windriverbuffalo.org

Confirm this symbolic interpretation with the logo designer or FCAG board before presenting it as the official design rationale.

FREMONT COUNTY ASSOCIATION OF GOVERNMENTS

A JOINT POWERS BOARD • FREMONT COUNTY, WYOMING

Wind River Transportation Authority • Project Independence

BOARD AGENDA ITEM REPORT

Subject	**Public Comment**		
Meeting Date	October 22, 2026	**Agenda Item No.**	**V**
Meeting Type	☒ Regular ☐ Special ☐ Work Session		
Agenda Section	☐ Consent Agenda ☐ Unfinished Business ☐ New Business ☐ Reports and Updates ☐ Public Hearing (Section: Public Comment)		
Nature of Action	☐ Motion ☐ Resolution ☐ Agreement / Contract ☐ Direction to Staff ☒ Information Only		
Program Area	☒ FCAG Administration ☐ WRTA ☐ Project Independence (CSBG) ☐ Regional EMS		
Strategic Plan Alignment	☐ Yes - Goal / Objective: not specified ☒ No (Regular Business)		
Submitted By	Tim Nichols, Executive Director (draft prepared for review)	**Presented By**	Tim Nichols, Executive Director (proposed)
Attachments	☒ None; supporting sources referenced in the narrative		

I. EXECUTIVE SUMMARY

This period allows members of the public to address the FCAG Board on matters within its purview, subject to the Chair's meeting procedures and applicable open-meeting requirements. Public remarks, including allegations or disputed statements, should be attributed as comments and not recast as adopted Board findings.

II. BACKGROUND AND PRIOR BOARD ACTIONS

The September 24 meeting included public discussion and requests concerning regional ambulance planning and RASEC representation. A separate request for censure was discussed but not adjudicated or approved.

Date	Meeting / Body	Discussion or Action Taken
09/24/2026	FCAG Board	Received public comment on EMS planning and RASEC; no finding on allegations recorded.

III. STATEMENT OF ISSUE *Why this item is before the Board*

Ensure a clear and equitable opportunity for public participation and maintain an accurate record of comments made.

IV. LEGAL AND POLICY AUTHORITY

Legal Review	☐ Reviewed by FCAG Counsel ☐ Review Pending ☒ Not Required

FCAG meeting rules and applicable Wyoming open-meeting law govern public participation. No adjudication of individual allegations is proposed under public comment.

V. FISCAL IMPACT

Fiscal Impact	☒ None ☐ Within Adopted Budget ☐ Budget Amendment Required ☐ Revenue to FCAG		
Amount	$0.00	**Fiscal Year**	FY2027
Funding Source(s)	None		
Budget Line / Account	Not verified / enter final chart of accounts	**Local Match Required**	☒ No

No direct fiscal effect.

VI. ALTERNATIVES AVAILABLE TO THE BOARD

Alternative	Effect of Board Selecting This Alternative
1. Approve as recommended	Provides a recorded opportunity for public input.
2. Approve with modifications	Adjusts neutral participation procedures consistent with adopted rules.
3. Deny or take no action	No new authority or approval; routine item remains pending or is received without vote.
4. Table or continue to a date certain	Allows verification of missing materials and renewal of consideration at a properly noticed meeting; may affect schedules.

VII. ACTION REQUESTED

The Chair opens public comment, states any neutral participation procedures, and closes the period when complete.

VIII. PROPOSED MOTION

BOARD MEMBER: No formal motion recommended for this information-only item. The Chair may receive the report and direct staff only within the posted agenda.

(Second required if a motion is made.) Chair: “It has been moved and seconded. Is there any discussion?”
Vote: ☐ Majority of quorum present ☐ Other: verify applicable Bylaws.

IX. EXECUTIVE DIRECTOR’S RECOMMENDATION

Provide a consistent explanation of speaking expectations and maintain a neutral, fact-based record. Final packet verification: Confirm that the Chair’s announced public-comment procedures match adopted FCAG rules and law. Avoid inserting names or expected testimony in the packet.

X. ATTACHMENTS

Attachment A	None
Attachment B	—
Attachment C	—

AGENDA ROUTING AND APPROVAL *Completed before the item is placed on the agenda*

Review	Name	Signature / Initials	Date
Prepared By	Tim Nichols	TN	10/19/2026
Fiscal Review (Business Manager)	N/A	N/A	N/A
Legal Review (if required)	N/A	N/A	N/A
Approved for Agenda (Executive Director)	Executive Director	TN	10/19/2026

RECORD OF BOARD ACTION *For Board Secretary use only*

Action Taken	☐ Approved as Presented ☐ Approved as Amended ☐ Denied ☐ Received / Information Only ☐ Tabled or Continued to: Date		
Motion By	Board member	**Seconded By**	Board member
Vote	Ayes: # Nays: # Abstain: # Absent: #		
Resolution / Minutes Ref.	No. / page	**Recorded By / Date**	Name, date

This report and its attachments are part of the public meeting packet and are public records under the Wyoming Public Records Act unless a specific exemption applies.

FREMONT COUNTY ASSOCIATION OF GOVERNMENTS

A JOINT POWERS BOARD • FREMONT COUNTY, WYOMING

Wind River Transportation Authority • Project Independence

BOARD AGENDA ITEM REPORT

Subject	**RASEC/Regional EMS Transition Update**		
Meeting Date	October 22, 2026	**Agenda Item No.**	**VI.a**
Meeting Type	☒ Regular ☐ Special ☐ Work Session		
Agenda Section	☐ Consent Agenda ☒ Unfinished Business ☐ New Business ☐ Reports and Updates ☐ Public Hearing		
Nature of Action	☐ Motion ☐ Resolution ☐ Agreement / Contract ☐ Direction to Staff ☒ Information Only		
Program Area	☐ FCAG Administration ☐ WRTA ☐ Project Independence (CSBG) ☒ Regional EMS		
Strategic Plan Alignment	☐ Yes - Goal / Objective: not specified ☒ No (Regular Business)		
Submitted By	Tim Nichols, Executive Director	**Presented By**	Tim Nichols, Executive Director
Attachments	☒ Yes - proposed documents in Section X;		

I. EXECUTIVE SUMMARY

The Board-adopted Regional EMS Program Proposal and Transition Plan remains the controlling framework for FCAG's potential role in a publicly governed regional ambulance system. The current planning target is July 1, 2027, expressly contingent upon authority, contractual arrangements, licensing, clinical oversight, workforce readiness, finances, assets, insurance and operational go-live acceptance. RASEC is intended to remain an advisory and technical partner under the Phase 2 charge adopted at the September meeting; the Committee does not replace the FCAG Board's governing authority.

II. BACKGROUND AND PRIOR BOARD ACTIONS

Fremont County Resolution 2026-21 (July 21) designated FCAG as lead for regional EMS planning. FCAG adopted the transition framework August 27. On September 24, the Board approved RASEC Phase 2 membership and advisory charge; the reconstructed minutes remain pending approval.

Date	Meeting / Body	Discussion or Action Taken
07/21/2026	Fremont County Commission	Adopted Resolution 2026-21 designating FCAG regional EMS planning lead.
08/27/2026	FCAG Board	Adopted Regional EMS Program Proposal and Transition Plan.
09/24/2026	FCAG Board	Approved Phase 2 RASEC advisory realignment; received transition report.

III. STATEMENT OF ISSUE *Why this item is before the Board*

The Board needs a current exception-based view of required decisions and dependencies, rather than a repetition of the earlier plan. The change in interim provider arrangements makes coordinated milestones and clear authority especially important.

IV. LEGAL AND POLICY AUTHORITY

Legal Review	☐ Reviewed by FCAG Counsel ☐ Review Pending ☒ Not Required

Fremont County Resolution 2026-21, FCAG Board-adopted EMS Transition Plan (Aug. 27, 2026), and any future definitive County-FCAG agreements. Existing planning designation does not itself transfer EMS operations.

V. FISCAL IMPACT

Fiscal Impact	☒ None ☐ Within Adopted Budget ☐ Budget Amendment Required ☐ Revenue to FCAG		
Amount	$0.00	**Fiscal Year**	FY2027
Funding Source(s)	None		
Budget Line / Account	Not verified / enter final chart of accounts	**Local Match Required**	☒ No

No new appropriation or operating authority is established by this informational report.

VI. ALTERNATIVES AVAILABLE TO THE BOARD

Alternative	Effect of Board Selecting This Alternative
1. Approve as recommended	Receives stage-gate update and identifies written follow-up.
2. Approve with modifications	Requests specific milestone, deadline or oversight adjustments.
3. Deny or take no action	No new authority or approval; routine item remains pending or is received without vote.
4. Table or continue to a date certain	Allows verification of missing materials and renewal of consideration at a properly noticed meeting; may affect schedules.

VII. ACTION REQUESTED

Receive updates on the approved transition plan's workstreams and stage-gates. Identify areas requiring future Board approval, including County agreements, funding, staff positions, assets, and service commencement.

VIII. PROPOSED MOTION

BOARD MEMBER: No formal motion recommended for this information-only item. The Chair may receive the report and direct staff only within the posted agenda.

(Second required if a motion is made.) Chair: "It has been moved and seconded. Is there any discussion?"
Vote: ☐ Majority of quorum present ☐ Other: verify applicable Bylaws.

IX. EXECUTIVE DIRECTOR'S RECOMMENDATION

Keep RASEC focused on technical review, stakeholder engagement and written recommendations; maintain a single accountable FCAG transition decision log. Final packet verification: Confirm current RASEC meeting and deliverable schedule, County participation, transition lead responsibilities and milestone owners. Do not declare the July target a binding service-start date.

X. ATTACHMENTS

Attachment A	FCAG_EMS_Transition Plan - signed.pdf (adopted 08/27/2026)
Attachment B	September 24 draft Board minutes (reference)

AGENDA ROUTING AND APPROVAL *Completed before the item is placed on the agenda*

Review	Name	Signature / Initials	Date
Prepared By	Tim Nichols	TN	10/19/2026
Fiscal Review (Business Manager)	N/A	N/A	N/A
Legal Review (if required)	N/A	N/A	N/A
Approved for Agenda (Executive Director)	Executive Director	TN	10/19/2026

RECORD OF BOARD ACTION *For Board Secretary use only*

Action Taken	☐ Approved as Presented ☐ Approved as Amended ☐ Denied ☐ Received / Information Only ☐ Tabled or Continued to: Date		
Motion By	Board member	**Seconded By**	Board member
Vote	Ayes: # Nays: # Abstain: # Absent: #		
Resolution / Minutes Ref.	No. / page	**Recorded By / Date**	Name, date

This report and its attachments are part of the public meeting packet and are public records under the Wyoming Public Records Act unless a specific exemption applies.

FREMONT COUNTY ASSOCIATION OF GOVERNMENTS

Regional Emergency Medical Services Program Proposal & Transition Plan

Prepared For:

Fremont County Association of Governments Joint Powers Board
Fremont County Board of County Commissioners
Participating Governments, Tribal Governments, and Regional EMS Transition Partners.

APPROVED AND ADOPTED | Version 1.0 | August 27, 2026

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1. PURPOSE AND EXECUTIVE SUMMARY

1.1. PURPOSE

This proposal establishes a high-level framework for developing and implementing a publicly governed regional emergency medical services system under the leadership of the Fremont County Association of Governments. It reorganizes the prior transition draft into a decision document that explains the current situation, the proposed end state, the transition process, the principal risks, and the governmental actions needed before FCAG may assume operations.

The detailed implementation controls, workstreams, schedules, asset standards, workforce requirements, financial controls, risk register, and go-live criteria are retained in the appendices so the main document remains usable by governing bodies and transition partners.

1.2. EXECUTIVE SUMMARY

Fremont County is considering a change from a contract-dependent and locally fragmented ambulance-service structure to a publicly governed regional model led by FCAG. The Fremont County Board of County Commissioners adopted Resolution No. 2026-21 on July 21, 2026, designating FCAG as the Regional EMS Lead Entity and authorizing FCAG to lead planning, grant development, and negotiations. The resolution does not automatically transfer the EMS function, assets, employees, contracts, liabilities, or licenses.

The proposed end state is one coordinated regional system with unified governance, employment, clinical standards, deployment, communications, billing, financial controls, and performance reporting. The Town of Shoshoni and Tribal governments would participate only through their own approved governmental actions and definitive agreements. County-owned assets may be transferred, contributed, sold, replaced, or retained by the County and leased or otherwise made available to FCAG. The appropriate structure should be selected by asset class rather than imposed as a single blanket arrangement.

The target operational transition date remains July 1, 2027 as a planning objective. Actual cutover must remain contingent on legal authority, licensure, workforce readiness, funding, asset control, insurance, dispatch integration, clinical readiness, billing systems, and executed definitive agreements. Existing providers remain responsible for service until an authorized operational transfer occurs.

1.3. INTENDED OUTCOMES

- No interruption to 9-1-1 ambulance response during planning, negotiation, or cutover.
- Clear public accountability through a regional governmental entity with defined authority and reporting.
- One coordinated operating standard for clinical care, deployment, staffing, communications, billing, and performance.
- A stable FCAG employment model for all personnel hired into the regional EMS program.
- Lawful operational control of every asset needed for service, regardless of the final ownership structure.
- A sustainable operating and capital plan that does not rely solely on one-time transition funding.
- A framework that can later accommodate additional participating governments or service areas through separate approval and due diligence.

Core transition rule: A target date does not authorize operational assumption. FCAG should proceed only when the required authority, agreements, funding, staffing, systems, and readiness evidence are complete.

2. DISCLAIMER

2.1. PROPOSAL STATUS

This document is a proposal and planning framework only. It is intended to organize discussion, due diligence, negotiation, Board action, and transition preparation. It is not a final conveyance instrument, operating agreement, legal opinion, grant award, ambulance-service license, employment commitment, adopted budget, or authorization to begin EMS operations.

2.2. ACTIONS NOT AUTHORIZED BY THIS PROPOSAL

- Transfer, lease, sale, contribution, or disposal of any vehicle, facility, equipment, record, or other asset.
- Assignment, assumption, termination, novation, or modification of the County-Frontier contract or any other agreement.
- Automatic employment of Frontier, Shoshoni, County, or other incumbent personnel by FCAG.
- Adoption of legacy compensation, leave, seniority, benefit, disciplinary, or collective bargaining terms.
- Assumption of debt, claims, receivables, liabilities, litigation, warranties, or legal obligations of another entity.
- Operation under another provider's license without written legal, contractual, and regulatory authority.
- Approval of a tax, assessment, subsidy, lease payment, local contribution, or permanent funding mechanism.
- Expansion beyond the approved service area or addition of a participating provider without separate governing-body action.

2.3. CONTROLLING AUTHORITY

All actions remain subject to applicable federal and state law, regulatory and licensing requirements, grant terms, FCAG's Joint Powers Agreement, duly adopted governmental actions, executed definitive agreements, and adopted FCAG policies. When this proposal conflicts with a controlling legal instrument, the controlling legal instrument governs. Legal, regulatory, grant, clinical, labor, insurance, and financial questions must be reviewed by the appropriate qualified professional or agency before commitment.

> **Important boundary:** Approval of this proposal would authorize planning and implementation work only within existing delegated authority. Separate approvals remain required for conveyance, contracts, assets, employment, financing, licensure, and operational go-live.

3. CURRENT STATE

3.1. REASON FOR CHANGE

The current planning record identifies a service structure that depends on a County contract, separate local operations, County-owned assets used by a private provider, and multiple governmental and operational relationships. The RASEC evaluation documented concerns about long-term sustainability, staffing and compensation, aging assets, rural and frontier coverage, contract-cycle instability, and public accountability. These concerns create pressure to develop a structure that can provide stable regional governance, predictable capital planning, unified operations, and transparent public oversight.

3.2. RASEC STUDY FINDINGS

Domain	Current Planning Baseline
Service structure	County-contracted ground ambulance service is provided by Frontier Ambulance. The Town of Shoshoni operates a separate licensed service.
Deployment	RASEC described five full-time ALS ambulances: two in Riverton, two in Lander, and one in Dubois.
Geography	The service area includes substantial distances between communities, hospitals, stations, and frontier response areas.
Call distribution	RASEC reported about 52% of 9-1-1 calls from the Riverton area, 30% from Lander, and 8.6% from Fort Washakie and Ethete, with lower volumes across rural communities.
Assets	Fremont County owns ambulances, equipment, and facilities used by the current contracted provider. Ownership does not determine the final transition arrangement.
Workforce	The evaluation identified staffing, compensation, recruitment, and retention as significant sustainability issues.
Financial model	RASEC modeled approximately $6.7 million in annual public-operation cost, including about $775,000 for annual equipment replacement reserve. These figures are planning estimates, not an adopted FCAG budget.
Dispatch	Current County EMS operations coordinate with Fremont County Sheriff's Dispatch. Final authority, cost allocation, CAD integration, radio interoperability, and operational control remain unresolved.
Governance	The evaluation compared continued private contracting with public service models and identified public accountability and regional coordination as material decision factors.

3.3. CURRENT-STATE GAPS REQUIRING DUE DILIGENCE

- Current contract obligations, termination rights, notice requirements, transition duties, records, billing, and continuity commitments.
- Verified asset inventory, title, condition, maintenance status, useful life, valuation, insurance, and federal or grant interest.
- Current workforce roster, credentials, compensation, schedules, vacancies, collective bargaining terms, and successor-employer considerations.
- Current call, response-time, unit-hour, transport, transfer, mutual-aid, and geographic coverage data.
- Current billing, payer mix, accounts receivable, denial rates, collections, refunds, subscription programs, and payer enrollment status.
- Shoshoni licensing, assets, staffing, finances, contracts, liabilities, service commitments, and governing-body position.
- Dispatch, radio, CAD, ePCR, IT, records, cybersecurity, medical direction, clinical protocols, insurance, and facility arrangements.

- The amount and timing of durable local operating funding and capital replacement funding.

Data limitation: RASEC figures should be treated as a planning baseline and refreshed before FCAG adopts a final operating budget, staffing model, deployment plan, asset agreement, or go-live date.

4. PROPOSED PLAN, GOAL, AND END STATE

4.1. PROPOSED GOAL

The goal is to establish a safe, publicly accountable, financially sustainable regional EMS system administered and operated by FCAG after all required approvals and readiness conditions are satisfied. The system should preserve local service access while using one regional administrative and operational framework.

4.2. PROPOSED END STATE

Element	End-State Standard
Governance	FCAG serves as the regional public governing and administrative entity within its lawful authority and approved agreements.
Employment	FCAG is the employer of record for all personnel hired into the program, with one policy, payroll, benefit, supervisory, and performance framework.
Service delivery	A unified deployment and posting plan serves Fremont County, including rural and frontier areas. Shoshoni integrates only if the Town approves regionalization.
Clinical system	One medical-direction structure, protocol set, formulary, credentialing system, QA/QI program, and continuing-education standard.
Assets	FCAG has lawful possession, use, and operational control of all required assets. Ownership may remain with the County or another owner if the governing agreement protects operational continuity.
Dispatch and communications	A coordinated regional operational picture with standardized unit identifiers, CAD workflows, radio interoperability, paging, and downtime procedures.
Billing and finance	Consolidated payer enrollment, billing, receivables treatment, accounting, procurement, cash controls, reporting, and audit trail.
Capital sustainability	A funded lifecycle plan for ambulances, equipment, facilities, radios, technology, and other critical assets.
Accountability	Regular operational, clinical, financial, workforce, coverage, capital, and grant reporting to the FCAG Board and participating governments.
Scalability	The structure may later support additional participating governments or service areas through separate feasibility review, agreements, and approvals.

4.3. GUIDING PRINCIPLES

Principle	Application
Patient safety first	No action may create a foreseeable gap in 9-1-1 coverage, clinical oversight, communications, transport capability, or mutual aid.
Authority before assumption	FCAG does not assume operations, employees, contracts, liabilities, or assets until the required authority and agreements are effective.
One regional standard	Clinical, workforce, deployment, communications, billing, safety, data, and performance systems should be unified.
Asset control without unnecessary duplication	The ownership structure may vary, but FCAG must have sufficient operational control and lifecycle clarity for every required asset.
Government-to-government partnership	Participating municipalities and Tribal governments act through their own lawful decision processes.

Principle	Application
Federal and grant compliance by design	Procurement, property, records, cost allocation, financial management, reporting, and audit controls are established before costs are incurred.
Readiness over calendar	A phase does not advance because a date arrives. Evidence and governing authority control progression.
Transparent decisions	Material assumptions, options, conflicts, decisions, and exceptions are documented with an owner and due date.

4.4. SCOPE OF THE PROPOSED PROGRAM

- Countywide ground ambulance operations currently provided under the County contract.
- Potential regionalization of the Town of Shoshoni Ambulance Service, subject to Town approval.
- Government-to-government participation by the Eastern Shoshone Tribe and Northern Arapaho Tribe in system design and partnership arrangements.
- Workforce, clinical governance, licensure, deployment, dispatch, billing, finance, procurement, fleet, equipment, facilities, IT, records, insurance, safety, communications, and capital planning required for the regional system.
- Potential later participation by additional governments or service areas only through separate due diligence and definitive agreements.

5. TRANSITION PROCESS

5.1. TRANSITION RULES

- Existing providers remain responsible for service under their existing contracts, licenses, and authority until the operational transfer becomes legally effective.
- FCAG may plan, negotiate, apply for funding, recruit, procure, and build readiness only within existing delegated authority and approved budgets.
- No operational element cuts over without documented legal, regulatory, clinical, staffing, asset, insurance, communications, financial, and continuity readiness.
- The preferred fallback is continuation of the last legally stable operating state until the failed readiness condition is corrected.
- A fallback cannot assume that an outgoing provider, its employees, license, records, or assets remain available unless the obligation is documented in advance.

5.2. PHASED TRANSITION AND STAGE GATES

Phase	Target	Primary Work	Gate
Phase 0 - Mobilize	Jul-Aug 2026	Confirm authority, establish governance and reporting, assign counsel and workstream leads, secure source records, begin WDH coordination.	Plan accepted for administrative use; authority and decision structure documented.
Phase 1 - Due Diligence	Aug-Oct 2026	Complete legal, contract, workforce, asset, financial, clinical, licensure, insurance, dispatch, data, and operational baselines.	Material liabilities, costs, options, labor issues, and legal pathway identified.
Phase 2 - Agreements and Design	Oct 2026-Jan 2027	Negotiate definitive agreements; confirm funding; approve organization, staffing, compensation, asset strategy, financing, and procurement plan.	Major agreements substantially final; funding path viable; Boards authorize build decisions.
Phase 3 - Build and Readiness	Jan-Apr 2027	Recruit and onboard; file licensure; configure systems; procure equipment; establish clinical program, billing, insurance, records, and dispatch interfaces.	Core workforce and systems on track; no unresolved critical blocker.
Phase 4 - Validate and Cut Over	Apr-Jun 2027	Complete inspections, training, testing, simulations, continuity planning, full rehearsal, and formal go/no-go review.	All mandatory go-live criteria satisfied or lawfully resolved.
Phase 5 - Go-Live and Stabilization	Jul-Sep 2027	Execute controlled cutover, maintain enhanced command, stabilize staffing, dispatch, billing, fleet, clinical systems, and reporting.	90-day stabilization complete; remaining items assigned to normal operations.

5.3. PROPOSED CHANGES

Area	Proposed Change
Governance	Move from a contract-centered arrangement to FCAG-led regional public governance after definitive agreements are approved.
Employment	Create FCAG EMS positions and hire personnel into one FCAG employment framework.
Clinical	Adopt one medical director, protocol set, credentialing process, formulary, controlled-substance system, and QA/QI program.
Deployment	Use current data to establish a unified posting, station, transfer, surge, rural coverage, severe-weather, and mutual-aid plan.
Assets	Create a verified asset register and select transfer, contribution, sale, lease, replacement, or other lawful control method by asset class.

Area	Proposed Change
Dispatch	Formalize PSAP authority, CAD workflows, unit identifiers, radio interoperability, paging, backup communications, and cost allocation.
Billing and finance	Consolidate payer enrollment, rates, billing, receivables treatment, cash controls, accounting, procurement, and reporting.
Technology and records	Establish authorized ePCR, scheduling, HR, payroll, billing, cybersecurity, records custody, access, retention, and migration systems.
Risk and insurance	Align coverage effective dates with employee hiring, asset possession, vehicle use, professional services, cyber exposure, and operational assumption.
Capital planning	Adopt a multi-year replacement and reserve plan tied to actual asset condition, useful life, and service requirements.

5.4. ASSET OWNERSHIP AND LEASE IMPLEMENTATION

The transition of the EMS governmental function should be separated from the disposition of physical assets. The County may retain ownership of ambulances, facilities, equipment, or other property, but FCAG must receive sufficient possession, operational control, inspection access, and continuity protection to operate safely and plan responsibly.

If the County elects to charge a lease, the lease should be evaluated as part of the total public cost of the service. Rent should be supported by an identified valuation or cost basis and should not undermine the replacement reserve, duplicate costs already assigned to FCAG, or leave FCAG responsible for major maintenance and replacement without corresponding control and funding. The agreement should clearly allocate routine maintenance, major repair, capital improvement, insurance, casualty, replacement, grant compliance, return condition, and end-of-term disposition.

Preferred asset principle: Ownership may remain with the County, but operational authority, maintenance responsibility, replacement funding, and risk allocation must be aligned. A lease that separates these responsibilities without clear funding creates avoidable service and capital risk.

5.5. POLITICAL AND GOVERNMENTAL IMPLEMENTATION

Decision-Maker or Partner	Required Political or Governmental Action
FCAG Board	Accept the proposal for planning; approve organizational design, positions, compensation, budgets, contracts, asset agreements, financing, policies, and final go-live.
Fremont County BOCC	Approve County-side conveyance, County contract actions, asset lease or disposition, County funding, liabilities, records, service standards, and effective date.
Town of Shoshoni	Determine whether and on what terms its service, employees, assets, license, finances, and local commitments participate.
Tribal governments	Determine representation, partnership, service design, facilities, data, funding, or other governmental arrangements through their own processes.
WDH / Office of EMS	Confirm grant structure, licensing pathway, inspections, vehicle and personnel requirements, and written authority for any interim arrangement.
Frontier / Priority Ambulance	Resolve contract rights, transition services, employees, assets, billing, records, receivables, liabilities, handoff duties, and continuity commitments.

Decision-Maker or Partner	Required Political or Governmental Action
Public safety and healthcare partners	Approve or implement dispatch, radio, CAD, mutual-aid, hospital, destination, records, and operational workflows.
Public and employees	Receive accurate, coordinated information about what is changing, what is not changing, employment processes, service continuity, timing, and decision authority.

Implementation should be sequenced around governing-body meeting calendars, public-notice requirements, contract notice dates, grant deadlines, and regulatory review periods. Premature public statements about employment, asset ownership, provider termination, funding, or go-live can create legal and operational risk. FCAG should maintain one approved message source and a documented decision log.

5.6. PRIMARY CONFLICT AREAS

Conflict Area	Operational Effect	Required Resolution
County asset ownership and lease charge	A lease may protect County ownership but can create a recurring operating cost, split lifecycle responsibility, restrict improvements, and reduce FCAG's ability to fund replacement.	Negotiate asset-by-asset terms with valuation, operational-control rights, maintenance and replacement allocation, grant review, stable term, renewal, casualty, and reversion provisions.
Frontier contract transition	Contract rights, notice periods, workforce communications, records, billing, receivables, assets, and continuity may affect timing and cost.	Complete contract matrix, counsel review, notice calendar, negotiated handoff, transition-service obligations, and fallback provisions.
Shoshoni regionalization	The Town retains separate authority and may have different workforce, asset, financial, and service priorities.	Use a government-to-government agreement with local coverage, funding, governance, asset, workforce, license, and effective-date terms.
Tribal participation	Governance expectations, service design, facilities, data, funding, and jurisdictional considerations require sovereign government participation.	Use government-to-government engagement and separately approved instruments.
Workforce and labor	Retention, compensation, benefits, seniority, leave, collective bargaining, and successor-employer issues can affect staffing and legal obligations.	Obtain labor counsel guidance before offers; approve competitive FCAG structure; communicate early without guaranteeing employment.
Long-term funding	One-time grant funding cannot support recurring payroll, benefits, operations, and capital replacement indefinitely.	Adopt a five-year forecast, cash-flow plan, billing strategy, capital reserve, and durable local funding decision before full assumption.
Dispatch authority and cost allocation	Operational control can be compromised if call routing, CAD, radio, unit status, backup, performance, and cost responsibilities are unclear.	Execute a PSAP agreement and complete end-to-end testing before cutover.
Receivables and liabilities	Disputes may arise over pre-transition claims, refunds, denials, payables, records, warranties, and legal claims.	Define ownership and responsibility by date of service or event in definitive agreements.
Target date pressure	Political or grant deadlines may encourage cutover before readiness.	Use mandatory stage gates and formal go/no-go authority. Extend the date rather than accept an unmitigated patient-safety or legal gap.

5.7. POTENTIAL RISKS

Risk	Impact	Primary Control
Service interruption at cutover	Critical	Maintain last-stable-state fallback, conditions precedent, full rehearsal, verified staffing, fleet, dispatch, clinical readiness, and 24/7 transition command.
Licensure or legal authority delay	Critical	File early, obtain written regulatory determinations, align effective dates, and do not assume another provider's license informally.

Risk	Impact	Primary Control
Workforce attrition or inadequate staffing	Critical	Approve competitive compensation, timely offers, contingency staffing, retention actions, credential verification, and 24/7 supervision.
Asset condition or lease dispute	High	Complete inventory, inspection, valuation, federal-interest review, lifecycle plan, and definitive asset agreement before reliance.
Billing and payer delay	High	Begin enrollment early, test claims, define receivables ownership, establish cash contingency, and validate vendor workflows.
Dispatch or radio failure	Critical	Test end to end, establish downtime and backup communication procedures, and conduct joint rehearsal with the PSAP.
Insufficient long-term funding	Critical	Update the cost model, separate startup from recurring costs, protect capital reserves, and approve durable local funding before full assumption.
Public or employee misinformation	Medium	Use coordinated messages, FAQs, designated spokespersons, documented decision status, and rapid correction.
Grant or federal property noncompliance	High	Review award terms and federal interests before procurement, transfer, lease, sale, change in use, or reimbursement claim.

5.8. OPERATIONAL CUTOVER AND STABILIZATION

1. Freeze the go-live baseline, including agreements, staffing, assets, facilities, units, policies, rates, vendors, payer status, and system configurations.
2. Confirm written legal and regulatory authority and effective dates for FCAG operations.
3. Confirm all scheduled personnel are FCAG employees, credentialed, trained, insured, equipped, and active in payroll and scheduling systems.
4. Confirm all required ambulances, equipment, medications, facilities, radios, supplies, and backup resources are in service and lawfully controlled.
5. Complete end-to-end dispatch, CAD, radio, ePCR, billing, records, IT, cybersecurity, and payer testing.
6. Conduct tabletop exercises and a full operational rehearsal, including staffing shortage, vehicle failure, CAD or radio failure, mass-casualty, and billing downtime scenarios.
7. Conduct a formal go/no-go review and record the evidence and decision for every mandatory criterion.
8. Activate transition command before the effective time and maintain enhanced monitoring through stabilization.
9. Complete 30-, 60-, and 90-day reviews before formally closing the transition.

6. CERTIFICATION OF ADOPTION

The undersigned hereby certify that the foregoing Fremont County Association of Governments Regional Emergency Medical Services Program Conveyance & Transition Plan, Version 1.0, was duly presented to and approved by the Fremont County Association of Governments Joint Powers Board at a duly noticed Regular meeting held on the 27 day of August, 2026, at which a quorum was present and acting.

Approval of this Plan establishes the administrative and implementation framework under which FCAG shall coordinate the development and transition of the regional emergency medical services system, subject at all times to applicable law, regulatory requirements, adopted resolutions, approved funding, definitive agreements, and any subsequent governing-body actions required to complete the transition.

Nothing in the adoption of this Plan shall be construed as the immediate assumption or acceptance by FCAG of any existing emergency medical services operation, employee, contract, asset, liability, debt, license, or financial obligation except as separately authorized through appropriate governing action and definitive agreement.

By: Tim Hancock (Aug 28, 2026 09:03:52 MDT)
Authorized Signatory

Name: Tim Hancock

Title: Board Chair

Date: Aug 28, 2026

ATTEST:

By: Sherry Oler (Aug 31, 2026 10:07:34 MDT)
Authorized Signatory

Name: Sherry Oler

Title: Secretary/Treasurer

Date: Aug 31, 2026

ADMINISTRATIVE CERTIFICATION

By: Tim Nichols (Aug 31, 2026 10:10:20 MDT)
Authorized Signatory

Name: Tim Nichols

Title: Executive Director

Date: 08/31/26

7. APPENDICES

The appendices preserve the detailed implementation content from the prior draft while keeping the primary proposal focused on the decision, end state, transition approach, political implementation, risks, and conflict areas. Appendices should be maintained as controlled implementation tools and may be updated as due diligence, agreements, funding, and regulatory determinations are completed.

Appendix	Subject
Appendix A	Detailed Workstream Framework
Appendix B	Master Milestone and Stage-Gate Schedule
Appendix C	Asset Control, Ownership, and Lease Standards
Appendix D	Workforce Transition Standards
Appendix E	Funding, Revenue Cycle, and Grant Controls
Appendix F	Definitive Agreements and Closing Documents
Appendix G	Detailed Risk Register
Appendix H	Go-Live Acceptance Criteria
Appendix I	Stakeholder Communications and Political Coordination
Appendix J	Performance Measures and 90-Day Stabilization
Appendix K	Sources, Due Diligence, and Plan Administration
Appendix L	Definitions and Management Templates

APPENDIX A - DETAILED WORKSTREAM FRAMEWORK

Each workstream should maintain a task list, accountable owner, target date, dependency, completion evidence, risk status, and escalation path. The following descriptions define the minimum scope.

Workstream	Minimum Activities	Required Deliverables
Governance and intergovernmental	Confirm FCAG authority; identify Joint Powers Agreement changes; coordinate County, Shoshoni, Tribal, and municipal actions; define delegation, advisory roles, reporting, and records controls.	Governing actions, governance map, delegation matrix, Board calendar.
Legal, contractual, and liability	Define conveyance mechanism; review Frontier contract; draft County-FCAG, Frontier, Shoshoni, Tribal, and other agreements; allocate liabilities, claims, records, receivables, payables, warranties, and conditions precedent.	Legal memoranda, agreement package, closing checklist, conditions schedule.
Assets	Verify inventory, title, serial/VIN, location, condition, value, maintenance, funding source, and grant interest; select control method; allocate maintenance, insurance, replacement, and reversion.	Certified register, valuation, federal-interest matrix, disposition matrix, executed instruments.
Frontier transition	Build contract obligations matrix; negotiate transition mechanism; reconcile assets, supplies, records, billing, receivables, contracts, and continuity; coordinate workforce communications through approved channels.	Transition instrument, handoff plan, reconciliation, continuity commitments.
Shoshoni regionalization	Document current service, license, staffing, assets, facilities, calls, contracts, revenue, liabilities, and mutual aid; negotiate coverage, funding, governance, workforce, assets, and effective date.	Town-approved agreement, transition inventory, license and asset plan, integrated operating plan.
Workforce and labor	Approve organization, positions, compensation, benefits, staffing ratios, shifts, recruitment, selection, onboarding, labor review, contingency staffing, safety, payroll, and policy acknowledgments.	Board-approved staffing model, counsel instructions, hiring plan, accepted offers, final roster.
Clinical governance	Establish medical direction, protocols, formulary, credentials, controlled substances, infection control, exposure management, QA/QI, case review, education, and orientation.	Medical direction agreement, approved protocols, credential roster, QA/QI plan, clinical sign-off.
Operations and continuity	Update current data; design deployment, stations, transfers, surge, rural coverage, special event, severe weather, disaster, supervision, on-call, mutual aid, fallback, and rehearsal.	Deployment and continuity plans, command roster, mutual-aid plan, after-action report.
Licensure and regulatory	Confirm pathway with WDH; prepare service license, vehicle permits, inspections, personnel credentials, medical direction, facilities, and written interim authority if applicable.	Application, inspections, licenses, permits, written confirmations.
Dispatch and communications	Inventory CAD, radio, paging, AVL, unit numbers, station alerting, and PSAP workflows; formalize authority, interfaces, talkgroups, backup, costs, and performance; test end to end.	PSAP agreement, configured systems, test sign-off, downtime plan.
Billing and finance	Inventory payers, rates, AR, denials, write-offs, subscriptions, and vendors; determine pre/post receivables; enroll payers; approve rates and policies; establish accounting, cash, payroll, purchasing, and reporting.	Payer approvals, billing policy, AR schedule, chart of accounts, cutover plan.
RHTP and procurement	Confirm applicant and subrecipient structure, eligible costs, award terms, match, performance, procurement, cost allocation, records, property, reporting, and non-supplantation requirements.	Award documents, grant budget, procurement register, compliance checklist, deliverable calendar.
Fleet, facilities, and supply chain	Inspect vehicles and equipment; establish maintenance baseline, spare ratios, supplies, medications, oxygen, fuel, facilities, utilities, security, cleaning, snow removal, code, and capital schedules.	Readiness roster, equipment checklist, facilities plan, maintenance agreements, capital plan.
IT, data, cybersecurity, and records	Inventory ePCR, scheduling, payroll, HR, billing, email, identity, devices, networks, and vendors; define records ownership, authorized transfer, HIPAA, access, backup, retention, and breach response.	Systems inventory, migration plan, access matrix, transfer protocol, security sign-off.
Insurance, risk, and safety	Obtain required coverage; allocate pre/post claims; establish vehicle, workplace, exposure, OSHA, violence, incident-reporting, and safety controls; align effective dates.	Coverage matrix, binders, claims allocation, safety program, risk sign-off.

Workstream	Minimum Activities	Required Deliverables
Communications and change management	Establish spokesperson protocol and approved message source; sequence communications to employees, providers, governments, Tribes, hospitals, public safety, WDH, payers, vendors, and the public.	Communication plan, stakeholder matrix, FAQs, notices, media protocol.
Long-term sustainability	Update cost model with current staffing, wages, benefits, assets, insurance, billing, dispatch, facilities, and capital; adopt five-year forecast, replacement plan, funding strategy, and dashboard.	Operating forecast, capital improvement plan, funding strategy, budget path, dashboard.

APPENDIX B - MASTER MILESTONE AND STAGE-GATE SCHEDULE

ID	Milestone or Action	Accountable	Target	Gate
0.1	Accept proposal for administrative use	FCAG	Aug 2026	Gate 0
0.2	Establish Steering Team, PMO controls, logs, and reporting calendar	FCAG	Aug 2026	Gate 0
0.3	Confirm legal counsel assignments and legal work plan	FCAG / County	Aug 2026	Gate 0
0.4	Initiate WDH grant and licensure coordination	FCAG	Aug 2026	Gate 0
1.1	Complete Frontier contract obligations matrix	Legal / Contract	Sep 2026	Gate 1
1.2	Complete Shoshoni service due diligence baseline	FCAG / Shoshoni	Sep 2026	Gate 1
1.3	Complete asset inventory, title, condition, valuation, and grant-interest review	Asset Lead	Sep 2026	Gate 1
1.4	Complete workforce and labor due diligence	HR / Counsel	Oct 2026	Gate 1
1.5	Complete financial, billing, payer, and AR baseline	Finance	Oct 2026	Gate 1
1.6	Complete clinical, dispatch, IT, records, insurance, and operations baseline	Workstream Leads	Oct 2026	Gate 1
2.1	Confirm RHTP award, applicant, subrecipient, and budget rules	Grant Lead	Oct-Nov 2026	Gate 2
2.2	Approve preferred asset strategy and negotiate lease where selected	FCAG / County / Owners	Nov-Dec 2026	Gate 2
2.3	Approve organization, positions, compensation, benefits, shift model, and staffing budget	FCAG Board	Dec 2026-Jan 2027	Gate 2
2.4	Advance County-FCAG definitive agreement to substantially final form	Legal / Boards	Jan 2027	Gate 2
2.5	Advance Frontier transition instrument to substantially final form	Legal / Parties	Jan 2027	Gate 2
2.6	Advance Shoshoni regionalization agreement to substantially final form	FCAG / Town	Jan 2027	Gate 2
3.1	Submit and complete FCAG ambulance-service license application	Licensure	Q1 2027	Gate 3
3.2	Appoint medical director and finalize clinical program	Clinical	Q1 2027	Gate 3
3.3	Launch authorized recruitment and issue FCAG offers	HR	Q1 2027	Gate 3
3.4	Execute systems, dispatch, billing, IT, insurance, fleet, and facility procurements	Workstream Leads	Q1-Q2 2027	Gate 3
3.5	Complete payer enrollment and billing setup	Finance	Q1-Q2 2027	Gate 3
3.6	Execute definitive agreements subject to conditions precedent	Governing Bodies	Q1-Q2 2027	Gate 3
4.1	Complete onboarding, credentials, training, and staffing roster	HR / Clinical / Ops	May-Jun 2027	Gate 4
4.2	Complete asset handoff readiness and facility and fleet inspections	Asset / Ops	May-Jun 2027	Gate 4
4.3	Complete dispatch, radio, CAD, ePCR, billing, IT, and downtime testing	Systems Leads	May-Jun 2027	Gate 4
4.4	Complete tabletop exercise and full cutover rehearsal	Ops / PMO	Jun 2027	Gate 4
4.5	Conduct formal go/no-go review and required governing-body confirmations	FCAG / Parties	Jun 2027	Gate 4
5.1	Target operational transition	All	Jul 1, 2027	Go-Live
5.2	30-day stabilization review	FCAG	Jul-Aug 2027	Stabilization
5.3	60-day stabilization review	FCAG	Aug 2027	Stabilization
5.4	90-day closeout and lessons learned	FCAG	Sep 2027	Closeout

C.1. ASSET DECISION FRAMEWORK

Asset Class	Available Structures	Decision Factors
County ambulances and equipment	Lease; transfer or contribution; sale at approved value; replacement; continued County ownership under another lawful use arrangement.	Title; federal interest; valuation; condition; useful life; insurance; maintenance; replacement; operational control.
County facilities	Lease or occupancy; shared use; transfer if authorized; alternative facility.	Real-property restrictions; utilities; code; maintenance; capital improvements; security; reversion.
Frontier assets	Purchase; acquisition; lease; transition use; exclude and replace.	Ownership proof; liens; value; condition; compatibility; warranty; grant eligibility.
Shoshoni assets	Intergovernmental lease or use; transfer; contribution; sale; retain locally; replace.	Town approval; title; grant interest; local commitments; value; maintenance and replacement.
Federally funded assets	Only the continued-use or disposition method allowed by the funding terms.	Federal share; useful life; recipient status; disposition instructions; records.
Records and intangible rights	Transfer; license; access; retention; continued custody.	HIPAA; public records; payer and billing rights; contract limits; retention requirements.

C.2. REQUIRED ASSET AGREEMENT TERMS

- Exact asset schedule, serial or VIN, title owner, location, funding source, maintenance status, and condition at handoff.
- Authority to lease, transfer, sell, contribute, use, modify, relocate, brand, register, license, or replace the asset.
- Term, rent or consideration, valuation basis, escalation, renewal, termination, default, cure, and transition rights.
- Exclusive or shared operational control, permitted use, inspection rights, location restrictions, and assignment limits.
- Routine maintenance, preventive maintenance, major repair, capital improvement, depreciation, replacement, and reserve responsibility.
- Insurance, indemnity, risk of loss, casualty, deductible, claims, damage, and replacement-proceeds procedures.
- Grant or federal interest, continuing use, procurement, property records, disposition, and reimbursement conditions.
- Return condition, ordinary wear, improvements, residual supplies, end-of-term disposition, and service-continuity obligations.

C.3. LEASE-SPECIFIC FINANCIAL CONTROLS

- Document the purpose of the rent and the cost or valuation basis used to establish it.
- Avoid double recovery when FCAG also pays maintenance, insurance, capital improvements, or replacement reserves.
- Use a stable multi-year term sufficient to support staffing, grant, technology, facility, and capital commitments.
- Protect FCAG from sudden withdrawal of essential assets while FCAG remains responsible for continuous service.
- Require advance notice and an executable continuity plan before termination, nonrenewal, or asset substitution.
- Address whether lease expense is an eligible grant or reimbursement cost and whether the asset has a federal interest.

- Ensure FCAG may inspect, maintain, equip, register, brand, and operate the asset without routine political approval for ordinary operational actions.
- Tie replacement responsibility to the party receiving the economic benefit of ownership or establish an explicit funded replacement contribution.

FCAG employment rule: Every individual hired by FCAG for the regional EMS initiative is an FCAG employee. Employment is governed by FCAG policies, Board-approved terms, and the individual appointment or offer, except where law or an approved agreement requires otherwise.

D.1. EMPLOYER OF RECORD AND POLICY AUTHORITY

- FCAG controls recruitment, selection, classification, compensation, benefits, supervision, performance, discipline, grievance procedures, training, safety, timekeeping, payroll, and separation for FCAG employees.
- Personnel do not become County, Shoshoni, Frontier, or other partner employees because they work at another entity's facility or use a leased asset.
- Employees must acknowledge the FCAG personnel handbook, safety policies, EMS procedures, clinical requirements, HIPAA obligations, IT rules, and assigned policies before independent duty.

D.2. INCUMBENT WORKFORCE PROCESS

1. Approve the FCAG EMS organization chart, authorized FTE count, job descriptions, qualifications, compensation, benefits, shift model, and hiring authority.
2. Complete labor and employment due diligence, including collective bargaining, successor-employer, notice, accrued benefits, and other legal obligations.
3. Provide coordinated information to incumbent employees that distinguishes transition planning from a guarantee of FCAG employment.
4. Conduct the authorized recruitment, selection, or transition-offer process and issue written conditional FCAG offers or appointments.
5. Complete credentials, background and driving checks, drug and alcohol or fit-for-duty processes as applicable, payroll, benefits, policies, scheduling, and orientation.
6. Assign independent duty only after HR, clinical, licensure, safety, training, and operational prerequisites are complete.

D.3. WORKFORCE READINESS GATE

Readiness Item	Required Evidence
Authorized positions	FCAG Board authorization and approved compensation and benefits structure.
Labor review	Written counsel guidance addressing incumbent union, bargaining, notice, and successorship issues.
Staffing coverage	Minimum staffing roster by post and shift, plus vacancy, call-off, and surge contingencies.
Credentials	100% verified and current for assigned scope of practice.
Onboarding	Payroll, benefits, policies, timekeeping, safety, HIPAA, IT, clinical orientation, and scheduling complete.
Supervision	24/7 supervisory or duty-officer coverage and escalation chain active.

E.1. RHTP AND PROCUREMENT CONTROLS

- Confirm WDH applicant and subrecipient structure and final award terms before relying on funding availability.
- Maintain a grant budget by workstream, cost category, procurement, funding source, obligation date, invoice date, and deliverable.
- Treat pre-award or pre-agreement costs as non-reimbursable unless written award terms expressly allow them.
- Apply FCAG procurement, conflict-of-interest, cost and price analysis, contract administration, property, records, and financial-management controls.
- Separate one-time startup and capital costs from recurring operating obligations and identify the long-term source for recurring costs.
- Maintain complete procurement, property, invoice, payment, performance, and reporting documentation.

E.2. FINANCIAL READINESS REQUIREMENTS

Area	Go-Live Requirement
Budget	Board-approved startup and operating budget with adequate cash-flow plan.
Payroll	EMS timekeeping, overtime, differentials, payroll, benefits, and approval rules configured and tested.
Payer enrollment	Required enrollments effective or a documented lawful billing workaround authorized before the first FCAG transport.
Rates and policies	Approved fee schedule, billing, hardship, refund, collection, and write-off policies in effect.
Revenue-cycle vendor	Contract, clearinghouse, coding, claims, denials, refunds, deposits, reconciliation, and reporting tested.
Receivables	Written agreement identifies ownership and collection of pre-transition and post-transition receivables, refunds, and denials.
Purchasing and AP	Vendors, POs, emergency purchasing, invoice routing, cards, segregation of duties, and payment controls active.
Reporting	Monthly EMS budget-to-actual, cash, AR aging, payer mix, call and transport, capital, workforce, and grant reports designed.
Capital reserve	Funded ambulance, equipment, facility, radio, and technology replacement strategy incorporated into the financial plan.
Lease expense	Any County asset rent is included in the five-year forecast and reconciled with maintenance, insurance, improvement, and replacement responsibilities.

APPENDIX F - DEFINITIVE AGREEMENTS AND CLOSING DOCUMENTS

Instrument	Minimum Subjects
County-FCAG EMS Conveyance or Intergovernmental Agreement	Scope; effective date; service standards; authority; responsibilities; funding; liabilities; records; contract rights; termination; reversion; conditions precedent.
Asset Agreement or Agreements	Lease, transfer, contribution, sale, use, or other structure by asset class; condition; maintenance; insurance; federal interest; replacement; casualty; reversion.
Frontier Contract or Transition Instrument	Termination, assignment, novation, acquisition, or transition services; continuity; employees; assets; records; billing; AR; liabilities; handoff.
Shoshoni Regionalization Agreement	Service integration; Town approvals; employees; assets; license; funding; coverage; governance; liabilities; effective date.
Tribal Partnership Instruments	Governmental representation or participation; service planning; facilities; funding; data; jurisdictional and other arrangements adopted by the respective governments.
Medical Direction Agreement	Clinical authority; protocols; QA/QI; credentials; controlled substances; availability; liability; insurance.
Dispatch and PSAP Agreement	Call routing; CAD; radio; authority; data; performance; downtime; mutual aid; costs; testing; effective date.
Billing and Revenue-Cycle Agreement	Coding; claims; collections; rates; refunds; data; HIPAA and BAA; reporting; reconciliation; cutover.
Insurance Binders and Policies	Coverage dates aligned with employment, asset possession, vehicle use, professional services, cyber exposure, and operations.
Vendor and Technology Contracts	ePCR; scheduling; HR; payroll; billing; CAD interfaces; communications; fleet; equipment; facilities; IT; cybersecurity.
Closing Certificate and Conditions Schedule	Evidence that required resolutions, signatures, licenses, funding, staffing, assets, insurance, systems, and go-live conditions are complete.

APPENDIX G - DETAILED RISK REGISTER

Risk	Impact	Likelihood	Mitigation	Owner
Service interruption at cutover	Critical	Medium	Require last-stable-state fallback, conditions precedent, rehearsal, 24/7 command, and verified staffing, fleet, dispatch, and clinical readiness.	Ops / PMO
Definitive agreements not executed	High	Medium	Front-load negotiations, maintain issue list, schedule Board actions, and avoid irreversible commitments before execution.	Legal / PMO
Asset disposition or lease unresolved	High	Medium	Use asset-by-asset matrix; obtain valuation, condition, title, and grant review; define operational control and lifecycle responsibility.	Asset / Legal
FCAG licensure delayed	Critical	Medium	File early, maintain regulator cadence, align effective dates, and do not use another provider license without written authority.	Licensure
Workforce attrition or inadequate staffing	Critical	Medium-High	Approve competitive compensation, communicate lawfully, issue timely offers, maintain contingency staffing and retention plan.	HR / Ops
Labor obligation mishandled	High	Medium	Use qualified labor counsel before offers; document bargaining, notice, recognition, and successorship requirements.	HR / Counsel
Payer enrollment or billing delay	High	Medium	Start early, test claims, define AR ownership, and maintain startup cash contingency.	Finance
Federal property or grant noncompliance	High	Low-Med	Flag federal interests before asset action; review award terms; maintain procurement and property records.	Grant / Asset
Pre-award or unallowable cost	High	Medium	Require written award review and funding approval before obligation.	Grant / Finance
Shoshoni agreement not approved	High	Medium	Use government-to-government negotiation, phased contingency, and avoid representing regionalization as final before approval.	FCAG / Town
Frontier transition dispute	High	Medium	Complete contract analysis, notice calendar, negotiated handoff, remedies, and continuity provisions.	Legal / County
Insurance gap	Critical	Low-Med	Use coverage matrix and binders effective before employment, vehicle use, asset possession, or operations.	Risk / Finance
Dispatch or radio integration failure	Critical	Medium	Complete end-to-end testing, backup communications, downtime plan, and joint PSAP rehearsal.	Dispatch / Ops
Data or records transfer failure	High	Medium	Inventory, authorize, back up, migrate, validate, retain, and secure records under HIPAA and cybersecurity controls.	IT / Legal
Long-term funding insufficient	Critical	Medium-High	Update cost model, optimize billing, fund capital plan, and approve durable local funding before full assumption.	FCAG / Boards
Lease cost reduces capital reserve	High	Medium	Model total ownership and lease costs; prevent duplicate charges; align rent with maintenance and replacement responsibilities.	Finance / Asset
Public or employee misinformation	Medium	Medium	Use one source of truth, scheduled communications, FAQs, spokesperson protocol, and rapid correction.	Communications
Target-date pressure	Critical	Medium	Use mandatory stage gates and formal go/no-go authority. Extend the date if a critical condition is unresolved.	FCAG / Boards

APPENDIX H - GO-LIVE ACCEPTANCE CRITERIA

#	Criterion	Required Condition	Evidence	Owner
1	Legal authority	Required County-FCAG and provider or Shoshoni instruments are executed and effective; conditions precedent satisfied.	Executed agreements and closing certificate	Legal / Boards
2	Licensure	FCAG has required service, vehicle, and regulatory approvals effective for operations.	WDH documentation	Licensure
3	Governance	Decision authority, delegation, Tribal participation structure, executive command, and duty command are active.	Board records and delegation	FCAG
4	Employment	All scheduled personnel are validly hired by FCAG and active in HR and payroll.	HR roster and payroll	HR
5	Labor	Required union, bargaining, notice, or successor obligations are satisfied or counsel documents the lawful path.	Counsel sign-off	HR / Counsel
6	Staffing	Minimum staffing, relief, supervision, vacancy, call-off, and surge contingencies are ready.	Final staffing roster	Ops / HR
7	Clinical	Credentials, medical direction, protocols, formulary, QA/QI, controlled substances, and orientation are active.	Clinical sign-off	Medical Director
8	Assets	FCAG has lawful use and operational control of every required asset under executed agreements.	Asset closing schedule	Asset / Legal
9	Fleet and equipment	In-service and backup units pass inspection; equipment, medications, oxygen, supplies, and maintenance are ready.	Readiness inspection	Ops
10	Facilities	Stations and posts are lawfully occupied, safe, supplied, secure, and supported by utilities and maintenance.	Facilities checklist	Facilities
11	Insurance	Required auto, property, workers compensation, professional, general, cyber, and excess coverages are effective.	Insurance binders	Risk / Finance
12	Dispatch and communications	CAD, radio, paging, AVL, unit IDs, PSAP workflows, mutual aid, and downtime procedures are tested.	Test sign-off	Dispatch / Ops
13	IT, ePCR, and records	Accounts, devices, ePCR, access, security, backup, retention, and migration controls are tested.	IT sign-off	IT
14	Billing and payers	Rates, enrollment, clearinghouse, vendor, coding, claims, cash, AR, refunds, and reconciliation are ready.	Finance and vendor sign-off	Finance
15	Grant and procurement	Award and compliance systems are active and no critical grant condition remains unresolved.	Grant sign-off	Grant Lead
16	Budget and cash	Approved budget and adequate cash are available for payroll, vendors, insurance, supplies, and emergencies.	Board budget and cash plan	Finance / FCAG
17	Continuity	Fallback plans are executable and outgoing provider obligations through cutover are confirmed.	Continuity plan and agreements	PMO / Ops
18	Rehearsal	Full cutover rehearsal completed and critical findings are closed or formally accepted.	After-action report	PMO
19	Communications	Employee, partner, hospital, public safety, payer, vendor, and public notifications are approved and delivered.	Communication checklist	Communications
20	Go or no-go	Formal authorization is documented by FCAG and every party whose approval is required.	Signed go/no-go record	FCAG / Parties

APPENDIX I - STAKEHOLDER COMMUNICATIONS AND POLITICAL COORDINATION

Audience	Primary Message	Owner	Timing
Incumbent employees	Employment process, timeline, FCAG employer status, benefits and policies, credentials, onboarding, and questions.	FCAG HR / Program Lead with counsel-approved messaging	Early and recurring
Frontier management	Contract path, transition duties, employees, assets, records, billing, continuity, and effective date.	Authorized negotiation team	Per negotiation plan
Town of Shoshoni	Regionalization terms, local coverage, workforce, assets, license, governance, financing, and effective date.	FCAG and Town designated leads	Government-to-government cadence
Tribal governments	Governance participation, Reservation service design, facilities, deployment, communications, data, and funding opportunities.	FCAG leadership and Tribal officials	Government-to-government cadence
County and municipalities	Milestones, costs, risks, decisions, service continuity, funding, assets, and public process.	Program Lead and Board leadership	Monthly and at decision points
WDH / Office of EMS	Grant structure, eligibility, licensure, inspections, operating authority, performance, and written determinations.	Grant and licensure leads	As required
Hospitals and healthcare	Transport and transfer workflows, destination protocols, records, clinical coordination, billing interfaces, and readiness.	Operations / Clinical	Build and pre-go-live
Fire, law enforcement, and PSAP	Dispatch, radio, CAD, unit IDs, mutual aid, incident command, downtime, and go-live.	Operations / Dispatch	Testing and pre-go-live
Payers and vendors	Enrollment, contracts, cutover dates, billing, data, payment, purchasing, and continuity.	Finance / Procurement / IT	Build and pre-go-live
Public and media	No change to calling 9-1-1, service continuity, public accountability, effective date, and contact information.	Authorized FCAG / County spokesperson	Milestones and pre-go-live

I.1. POLITICAL COORDINATION CONTROLS

- Maintain a master calendar for FCAG, County, Shoshoni, Tribal, regulatory, grant, contract, and public-notice actions.
- Identify which decisions are administrative, which require Board action, and which require another government or regulator.
- Do not present negotiations, employment, asset treatment, funding, or go-live as final before the responsible authority acts.
- Use counsel-approved messaging when labor, contracts, records, liability, asset ownership, or regulatory authority are implicated.
- Provide governing bodies with concise decision memos showing options, cost, legal authority, operational impact, risk, and recommended action.
- Record decisions, conditions, dissenting concerns, owners, deadlines, and affected agreements in the decision log.

APPENDIX J - PERFORMANCE MEASURES AND 90-DAY STABILIZATION

Measure	Target or Control
Unplanned service outage attributable to transition	0
License or legal authority gap	0
Scheduled shifts meeting minimum staffing	100% target during launch; exceptions escalated immediately.
Credentialed staff assigned within approved scope	100%
Unresolved critical dispatch or communications failures	0
Eligible claims captured and submitted through established workflow	100%; track lag days and exceptions.
Grant deliverables and reports submitted on time	100%
Critical transition risks open after 90 days	0 without Board-approved remediation plan.
Response-time and coverage performance	Maintain or improve against approved baseline and adopted service targets.
Employee turnover and vacancies	Track weekly during first 90 days and implement corrective action when thresholds are exceeded.
Fleet availability and critical equipment readiness	Meet adopted minimum in-service and spare ratios.
Cash, AR, denials, and billing lag	Track weekly until stable and monthly thereafter.
Capital reserve and lease cost	Track against adopted lifecycle plan and five-year forecast.

J.1. STABILIZATION REVIEWS

Review Point	Required Review
First 72 hours	Maintain 24/7 command; review staffing, units, dispatch, clinical events, hospitals, billing capture, IT, supplies, facilities, safety, and issue triage at least every shift.
Day 7	Executive review of critical incidents, staffing, response, system defects, payer and billing queue, cash, vendor performance, asset problems, and unresolved handoff items.
Day 30	Formal performance and financial report; close temporary workarounds; confirm training and staffing gaps; update risk, capital, procurement, and communications needs.
Day 60	Validate billing and cash trends, employee retention, response performance, mutual aid, clinical QA/QI, maintenance, facilities, lease administration, and grant compliance.
Day 90	Issue transition closeout report; document lessons learned; assign remaining items to permanent owners; conclude or convert the PMO and transition command structure.

K.1. PRINCIPAL PLANNING SOURCES

Source	Use in This Proposal
Fremont County BOCC Resolution No. 2026-21	Adopted July 21, 2026. Designates FCAG as Regional EMS Lead Entity, authorizes RHTP application, supports provider consolidation, preserves future definitive agreements, and addresses asset, licensure, Tribal, sustainability, and federal-compliance considerations.
MEMO_RASEC_07152026 - Application Strategy	Describes proposed FCAG lead structure, Frontier and Shoshoni regionalization concept, grant administration, licensure sequencing, asset considerations, and immediate steps.
RASEC Service Delivery Model Evaluation Report	Documents current service challenges, public input, contract model, public-operation alternatives, staffing, County-owned assets, deployment concepts, cost model, and sustainability considerations.
RASEC_Cost_Tool_FINAL_LM.xlsx	Provides the supporting financial baseline to be updated with current compensation, staffing, assets, insurance, vendors, billing, lease, and funding assumptions.
FCAG companion resolution and Board actions	Establish FCAG planning authority and reserve final operational assumption to later Board-approved definitive agreements. Final adopted actions supersede drafts.

K.2. REQUIRED DUE-DILIGENCE RECORDS

- FCAG Joint Powers Agreement and amendments; County Resolution No. 2026-21; final FCAG companion resolution and subsequent Board actions.
- Current County-Priority Ambulance, LLC doing business as Frontier Ambulance agreement, amendments, renewals, notices, and related agreements.
- Shoshoni licensing, operations, asset, personnel, financial, billing, insurance, and contractual records.
- Applicable collective bargaining agreements, labor notices, benefit-plan rules, and employment records lawfully available for planning.
- County, Frontier, and Shoshoni asset inventories, titles, maintenance records, warranties, federal-interest records, claims, and valuations.
- Current WDH ambulance-service licensing requirements and written determinations applicable to transition and any interim arrangement.
- RHTP guidance, Notice of Award, subrecipient agreement, amendments, budgets, and WDH correspondence.
- Insurance policies, claims history, risk allocation, billing, payer, AR, revenue-cycle, medical-direction, clinical, dispatch, IT, cybersecurity, records, and facility documentation.

K.3. PLAN ADMINISTRATION

The FCAG Executive Director, or designee, should serve as the administrative owner of this proposal and transition framework. The administrative owner may assign workstream leads, maintain the schedule, risk and decision logs, coordinate partners, and update non-substantive data and implementation tools within delegated authority.

Control	Standard
Administrative update	Dates, owners, completed actions, final data, inventories, valuations, adopted references, appendices, risk status, checklists, formatting, and technical corrections that do not materially change approved policy or authority.
Substantive amendment	A material change to governance, FCAG's role, service scope, participating entities, asset control, employer responsibility, liability, funding, operating model, transition date, or a controlling agreement.
Review cycle	At each stage gate; after material agreements, regulatory or grant decisions; when material staffing, asset, funding, or service conditions change; and before go-live.

Control	Standard
Document control	Each issued version identifies title, version, date, status, approving authority, and material revisions. Superseded versions are retained.
Closeout	Occurs after stabilization, reconciliation of assets, personnel, contracts, billing, insurance, records, grants, and risks, and presentation of a final report to the FCAG Board.

K.4. PROPOSED ADOPTION STATEMENT

Approval of this proposal establishes an administrative and implementation framework under which FCAG may coordinate development of the proposed regional EMS system within existing authority, adopted budgets, approved grants, applicable law, and subsequent governing-body actions. Approval does not independently transfer or assume any operation, employee, contract, asset, liability, debt, license, receivable, or financial obligation.

APPENDIX L - DEFINITIONS AND MANAGEMENT TEMPLATES

L.1. SELECTED DEFINITIONS

Term	Definition
Asset	Any vehicle, equipment, medical device, communications system, facility, real property, technology, inventory, record, or other property used in EMS operations.
Asset conveyance	The lawful transfer of ownership, possession, control, or another property interest under an approved legal instrument.
Asset lease	An agreement under which the owner retains title while authorizing FCAG to possess, use, operate, maintain, or improve the asset under stated terms.
Conveyance	The formal legal and administrative process through which an authorized governmental function, responsibility, asset, contractual right, or interest is transferred or assigned.
Cutover	The controlled process through which specified EMS operations, systems, personnel, responsibilities, or services transition to FCAG.
Definitive agreement	A final binding agreement approved by the responsible parties that establishes the terms for a component of the transition.
Employer of record	The legal employing entity responsible for hiring, compensation, payroll, benefits, supervision, personnel administration, and employment compliance.
FCAG EMS	The FCAG organizational and operational component established to administer and operate regional EMS after required authority, agreements, licensure, funding, and readiness are complete.
Go-live	The authorized point at which FCAG assumes specified operational responsibilities after all applicable conditions are satisfied.
Go-live acceptance criteria	The mandatory conditions and evidence required before operational transition.
RASEC	The Regional Ambulance Service Evaluation Committee and associated service-delivery evaluation process.
RHTP	The Rural Health Transformation Program referenced in the transition planning record.
Stage gate	A formal decision point that determines whether the transition may proceed to the next phase based on evidence and authority.
Transition command	The temporary enhanced command structure used during cutover and stabilization to manage operations, staffing, clinical, dispatch, assets, systems, finance, risk, and communications.

L.2. WEEKLY TRANSITION STATUS TEMPLATE

Reporting Field	Required Content
Overall status	Green, Yellow, or Red with explanation.
Target go-live	Date and confidence level.
Achievements	Top completed actions for the week.
Next 14 days	Near-term actions with owners and due dates.
Critical risks and issues	ID, description, severity, owner, mitigation, due date, and escalation.
Decisions needed	Decision, authority, deadline, options, and recommendation.

Reporting Field	Required Content
Agreements	Draft, counsel review, negotiation, Board action, execution, and conditions precedent.
Workforce	Authorized FTE, offers, accepted, onboarding, vacancies, credentials, and labor status.
Licensure	Applications, inspections, outstanding items, and target effective date.
Assets	Inventory, title, condition, federal interest, valuation, selected structure, and readiness percentages.
Systems	Dispatch, radio, ePCR, billing, IT, cybersecurity, payer enrollment, and testing.
Budget and grant	Committed, spent, reimbursed, forecast, procurement, cost exceptions, and deliverables.
Readiness score	Count of go-live criteria by Green, Yellow, and Red.

L.3. DECISION LOG MINIMUM FIELDS

- Decision ID and date requested.
- Decision statement and reason it is required.
- Options considered with legal, financial, political, operational, workforce, and patient-safety impacts.
- Recommended option and recommending workstream.
- Decision authority and meeting or approval date.
- Final decision, conditions, dissenting concerns, and effective date.
- Actions created, owners, due dates, and documents or agreements affected.

L.4. GO-LIVE COMMAND MINIMUM STRUCTURE

Command Function	Minimum Responsibility
Executive decision authority	FCAG Executive Director or designee, with escalation to Board leadership or governing bodies when authority exceeds delegation.
Operations lead	24/7 deployment, staffing, unit status, stations, mutual aid, logistics, and continuity.
Clinical lead	Medical direction, patient safety, protocols, medication, credentials, and clinical issues.
Dispatch and communications lead	PSAP, CAD, radio, paging, unit IDs, downtime, and interoperability.
HR and workforce lead	Call-offs, replacements, employee issues, payroll, scheduling, and labor escalation.
Fleet, facilities, and logistics lead	Vehicles, equipment, stations, supplies, fuel, maintenance, utilities, and lease issues.
IT and systems lead	ePCR, devices, identity, networks, interfaces, cybersecurity, backups, and downtime.
Finance and billing lead	Payer and claim capture, deposits, vendors, purchasing, cash, AR, and grant issues.
Legal and risk contact	Agreement interpretation, liability, insurance, claims, records, and regulatory escalation.
Communications lead	Employee, partner, government, public, and media updates under approved messaging.
Scribe and PMO	Decision, incident, action, and issue logs; briefing cadence; evidence; and after-action record.

Fremont County Association of Governments

Final Audit Report 2026-08-31

Created:	2026-08-28
By:	Tim Nichols (Business@fcagwy.gov)
Status:	Signed
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FREMONT COUNTY ASSOCIATION OF GOVERNMENTS

A JOINT POWERS BOARD • FREMONT COUNTY, WYOMING

Wind River Transportation Authority • Project Independence

BOARD AGENDA ITEM REPORT

Subject	**Current EMS Service and Transition Update**		
Meeting Date	October 22, 2026	**Agenda Item No.**	**VI.a.i**
Meeting Type	☒ Regular ☐ Special ☐ Work Session		
Agenda Section	☐ Consent Agenda ☒ Unfinished Business ☐ New Business ☐ Reports and Updates ☐ Public Hearing		
Nature of Action	☐ Motion ☐ Resolution ☐ Agreement / Contract ☐ Direction to Staff ☒ Information Only		
Program Area	☐ FCAG Administration ☐ WRTA ☐ Project Independence (CSBG) ☒ Regional EMS		
Strategic Plan Alignment	☐ Yes - Goal / Objective: not specified ☒ No (Regular Business)		
Submitted By	Tim Nichols, Executive Director (draft prepared for review)	**Presented By**	Tim Nichols, Executive Director (proposed)
Attachments	☒ Yes - proposed documents in Section X; packet assembly pending		

I. EXECUTIVE SUMMARY

Following the October 1 service transition, Fremont County has entered into a contract with Frontier Ambulance, LLC, also referred to in correspondence as Priority/Frontier. County staff transmitted a fully executed contract copy October 2. FCAG is not identified as a contracting party in the reviewed contract material. The County-provider arrangement is distinct from FCAG's longer-term planning role; any assignment or operational transfer to FCAG would require separate review and documented action.

II. BACKGROUND AND PRIOR BOARD ACTIONS

At the September meeting, the Board discussed the need for continuous service and emphasized that FCAG did not yet have the operating infrastructure to immediately assume ambulance response. Subsequent October correspondence provided the County/Frontier agreement for FCAG awareness.

Date	Meeting / Body	Discussion or Action Taken
09/24/2026	FCAG Board	Discussed interim ambulance coverage and FCAG not yet assuming operational control.
09/29/2026	Fremont County / Frontier	County-provider agreement dated September 29, 2026; County remains contracting party.
—	—	No additional prior action documented.

III. STATEMENT OF ISSUE *Why this item is before the Board*

The Board should understand who currently holds provider oversight, what coordination FCAG is conducting, and what remains necessary before any FCAG operational assumption.

IV. LEGAL AND POLICY AUTHORITY

Legal Review	☐ Reviewed by FCAG Counsel ☒ Review Pending ☐ Not Required

County-Frontier ground ambulance contract (Sept. 29, 2026), FCAG EMS Transition Plan, and governing intergovernmental agreements. County retains contractual authority unless formally transferred and legally accepted.

V. FISCAL IMPACT

Fiscal Impact	☒ None ☐ Within Adopted Budget ☐ Budget Amendment Required ☐ Revenue to FCAG		
Amount	$0.00	**Fiscal Year**	FY2027
Funding Source(s)	None		
Budget Line / Account	Not verified / enter final chart of accounts	**Local Match Required**	☒ No

The County contract's Exhibit C lists a County subsidy of $158,854.17 monthly for October 2026 through September 2027. This is a County-provider obligation in the reviewed agreement, not an FCAG appropriation.

VI. ALTERNATIVES AVAILABLE TO THE BOARD

Alternative	Effect of Board Selecting This Alternative
1. Approve as recommended	Receives service continuity report without transferring County obligations.
2. Approve with modifications	Requests additional service data and identifies County-facing coordination.
3. Deny or take no action	No new authority or approval; routine item remains pending or is received without vote.
4. Table or continue to a date certain	Allows verification of missing materials and renewal of consideration at a properly noticed meeting; may affect schedules.

VII. ACTION REQUESTED

Receive a factual update on service coverage, County/Frontier communications, documented transition access and anticipated decision points. Seek written confirmation for unresolved operational assertions.

VIII. PROPOSED MOTION

BOARD MEMBER: No formal motion recommended for this information-only item. The Chair may receive the report and direct staff only within the posted agenda.

(Second required if a motion is made.) Chair: "It has been moved and seconded. Is there any discussion?"
Vote: ☐ Majority of quorum present ☐ Other: verify applicable Bylaws.

IX. EXECUTIVE DIRECTOR'S RECOMMENDATION

Maintain clear written division of responsibilities with the County. Request service and asset information needed for due diligence through appropriate channels. Final packet verification: Confirm full executed contract including exhibits, any assignment language and status, current service dashboard and whether FCAG has signed any related agreement.

X. ATTACHMENTS

Attachment A	Fremont County / Frontier Ambulance contract, Sept. 29, 2026
Attachment B	EMS Transition Plan (adopted Aug. 27)
Attachment C	—

AGENDA ROUTING AND APPROVAL *Completed before the item is placed on the agenda*

Review	Name	Signature / Initials	Date
Prepared By	Tim Nichols (draft)	Pending	Pending
Fiscal Review (Business Manager)	Jesse Grosinger (pending)	Pending	Pending
Legal Review (if required)	FCAG counsel (if required)	Pending	Pending
Approved for Agenda (Executive Director)	Executive Director (pending)	Pending	Pending

RECORD OF BOARD ACTION *For Board Secretary use only*

Action Taken	☐ Approved as Presented ☐ Approved as Amended ☐ Denied ☐ Received / Information Only ☐ Tabled or Continued to: Date		
Motion By	Board member	**Seconded By**	Board member
Vote	Ayes: # Nays: # Abstain: # Absent: #		
Resolution / Minutes Ref.	No. / page	**Recorded By / Date**	Name, date

This report and its attachments are part of the public meeting packet and are public records under the Wyoming Public Records Act unless a specific exemption applies.

GROUND AMBULANCE SERVICE PROVIDER AGREEMENT
BETWEENFREMONTCOUNTY, WYOMING
ANDFRONTIER AMBULANCE, LLC

THIS AGREEMENT is made and entered into by Fremont County, a body politic of the State of Wyoming (hereinafter the "County"), and Frontier Ambulance, LLC a company organized under the laws of the State of Delaware (hereinafter "Provider").

WHEREAS, the County has oversight and managerial control of the Fremont County EMS (Emergency Medical System); and

WHEREAS, the primary goal of the County EMS system is to deliver prompt and appropriate patient care and patient satisfaction; and

WHEREAS, the County coordinates overall the EMS system and has determined that the best interests of the public would be served at present by contracting out its ground ambulance service; and

WHEREAS, the County has elected through a request for proposal process to contract with the Provider to exclusively operate the County's ground ambulance services in the Fremont County region; and

WHEREAS, the Provider has proposed, and County has agreed to a set of subsidy amounts to be paid to Provider by County to augment user fee revenues, such subsidies are described as an annual amount but will be paid in equal monthly installments; and

WHEREAS, the County currently owns several assets which are exclusively dedicated to the ambulance service, including buildings, ambulances, and other equipment that are listed in the Addendum A to this agreement (hereinafter "the Assets"); and

WHEREAS, the Provider has agreed to lease the Assets from the County and to exclusively operate the ground ambulance service on behalf of the County; and

WHEREAS, the Provider has provided ground ambulance services to the County since July 1, 2021, pursuant to an earlier agreement, the term of which, having been extended from time to time, will expire on October 1, 2026 at 12:00 a.m.; and

WHEREAS, the County has represented to Provider that it is committed to investing capital to update its EMS equipment, including but not limited to ambulance, cardiac monitors, and stretchers to sustain the reliability and quality of EMS services in the County; and

NOW THEREFORE, for and in consideration of the mutual agreements herein contained and other good and valuable consideration, the County and the Provider agree as follows:

I. OBLIGATIONS OF THE PROVIDER

A. Ground Ambulance. The Provider agrees to operate the emergency ambulance ground services on behalf of Fremont County and to maintain or enhance current service levels, 24 hours per day, 365 days per year at an ALS (Advanced Life Support) service level for the duration of this agreement in accordance with industry standards. The Provider agrees to abide by federal and state statutes and regulations including, but not limited to, record keeping, patient confidentiality and patient rights and responsibilities. Provider shall perform services without regard to race, color, creed, sex, national origin, age, or disability of a patient.

B. Staff, Training, Certification, Medical Provider. The Provider shall employ sufficient staff, and shall maintain sufficient staffing levels, including trained paramedics, EMTs (Emergency Medical Technicians) and AEMT's (Advanced Emergency Medical Technicians) to provide patient care to all citizens of Fremont County and to operate vehicles and equipment. At least two Medical personnel will attend calls to service. Personnel shall obtain and maintain certification or licensing as required by the State of Wyoming and shall comply with federal regulations and Wyoming laws and rules relating to the operation of an ambulance service. Medical personnel will complete National Incident Management System (NIMS) training courses #100b, 200b, and 700a and any other necessary course. Program managers and supervisors will complete National Incident Management System (NIMS) training courses #100b, 200b, 700a and 800a and any other necessary course. The Provider shall employ a Medical Director to supervise the ground ambulance operations, as required by the State of Wyoming. Provider is responsible for payment for all certification, licensing, and training fees, unless Provider requires its employees to be responsible for such costs.

C. Patient Care Protocols. The Provider agrees to comply with protocols, rules, regulations, and laws of patient care as approved by the County, Wyoming Department of Health, and the Provider's Medical Director. Those protocols are hereby incorporated by reference into this agreement as if set forth fully herein. Copies of these protocols shall be available at the Lander and Riverton Ambulance offices and at the office of the Fremont County Commissioners.

D. Billing and Rates. The Provider shall have the right to charge the user of its ambulance services the fee for services rendered and may collect from such users through Medicare, Medicaid, any other public or private insurance carrier, private pay, or third party payer, with the exception of Title XXV patients, as per section I.F., below. The Provider shall keep full and complete accounting records of all charges billed to and collected from each

of its patients or clients or from Medicare, Medicaid, private payer, or any other public or private insurance carrier or third-party payer for at least three years.

E. **County Subsidy.** The County will pay Provider the monthly subsidy that is attached as Exhibit C to this agreement. This subsidy shall be invoiced by the Provider at the completion of each month of service and paid by the County within fifteen (15) days of receipt of invoice.

F. **TXXV Patients.** Provider shall not bill patients for Title XXV involuntary mental health detainment transports. If Provider is called upon to provide ambulance transports for Title XXV patients, the County shall pay Provider for such transports at the then-applicable Medicare rates for such services.

G. **Insurance Coverage.** The Provider shall obtain and provide certain insurance coverage by insurers duly licensed and authorized to operate in the State of Wyoming. The Provider shall provide the following insurance coverage, or that which is required by the State, whichever is higher:

1. Automobile comprehensive and liability, combined single limit, in the amount of $1,000,000.

2. General liability in the amount of $1,000,000 per occurrence, $3,000,000 aggregate.

3. Medical professional liability claims made in the amount of $1,000,000 per occurrence $3,000,000 aggregate.

4. Worker's compensation & Unemployment Insurance in the amount of the statutory limits.

5. Excess liability coverage in the amount of $2,000,000.

6. The Provider shall have Fremont County named as additional insured on the Automobile and General Liability Policies.

7. A standard Certificate of Insurance evidencing the required coverage shall be made available for inspection by the County upon the request of the County.

The Provider shall maintain required insurance in full force and effect for the term of the agreement.

G. **Contracts With Insurance Providers.** The County encourages Provider to enter into network agreements with Blue Cross Blue Shield of Wyoming, United Health Care, and CIGNA, but Provider shall retain ultimate discretion regarding health maintenance organizations, preferred provider organizations, and other insurance programs in which it agrees to participate. Provider shall provide to the County a list, upon request, of the insurance companies with which it is currently in network. Provider agrees to maintain its status as a participant in the Medicare and Medicaid programs. If the County notifies Provider in writing that any specific managed care or third-party payor program is of critical importance to the County, and Provider is not currently a participant, then Provider agrees to commence negotiations within thirty (30) days and to use best efforts to contract with such program, and the County agrees to provide commercially reasonable assistance to Provider in such negotiations.

H. **Continued Training.** The Provider shall develop, implement and maintain a comprehensive quality improvement and training program for the ambulance service that includes continuing education courses for ambulance service personnel, including volunteer personnel, as required under the rules and regulations set forth by the Wyoming Department of Health.

I. **Disaster Drill and Cooperation with County Agencies.**

1. The Provider agrees to participate in the County disaster drill and to invite the participation of Fremont County Public Health, hospitals, clinics, emergency management agencies, Homeland Security, law enforcement, first responders and Fremont County Emergency Management services.

2. The Provider shall also cooperate with the County to hold informational meetings to educate the public on emergency ambulance care and the services provided, and provide information relating to the 911 services and expected response times.

3. Provider shall cooperate promptly with Fremont County Emergency Management when requested to review plans or documents and provide its input.

4. Provider should consider participating in the Threat and Hazard Identification Risk Assessment (THIRA) process in cooperation with Fremont County Emergency Management, which may increase Provider's access to certain federal grants.

J. **Premises.** The Provider agrees to maintain and care for the leased premises in Lander, Riverton, and Dubois, Wyoming and as per section I.U. below.

K. **Supplies and Equipment.** The Provider agrees to purchase consumable and useable

inventory items at the County's cost, as listed in Exhibit A, attached. Provider shall provide such additional and replacement supplies and equipment as necessary, at the Provider's expense. Any unused or unwanted assets shall be returned to the County including, but not limited to, furniture, computers, software, office supplies, etc.

L. Utility Accounts. Provider shall be responsible for assuming or transferring all utility accounts into its name no later than one week after the commencement of this Agreement, to the extent Provider has not already assumed and/or transferred such accounts. Provider shall be responsible for all utility costs from the date upon which it assumes control of the premises.

M. Parking Lot and Garage. Provider shall allow County the use of the adjacent parking lot North of the Lander facility and exclusive use of the garage adjacent to the Dubois training facility throughout the duration of this agreement. While Provider may use the parking lot as needed, the parking lot shall be under the exclusive control of the county. Provider shall coordinate events where the parking lot is needed with the Fremont County Buildings Manager. Provider should be aware that the County has granted permission to the Disabled American Veterans (DAV) group to park their vehicles in the lot.

N. Communications Equipment. Provider shall obtain or maintain communications equipment, including radios, compatible with that used by Fremont County Dispatch and other emergency providers.

O. Vehicles.

1. Ownership. Fremont County shall retain ownership of the ambulance rigs, which shall be leased to the Provider. Provider shall be responsible for payment for all repairs and maintenance.

2. Rigs and Repairs. Provider shall run at least 5 ambulance rigs, unless there is a specific written agreement waiving this requirement, signed by both parties. Repairs and replacement of rigs shall be commenced promptly, to maintain prompt and adequate service to the citizens of the County. Provider shall provide the required notice of repair or replacement to County within 2 working days. Performance of preventive maintenance and repairs shall be the sole responsibility of the County. The parties will agree upon a schedule of routine preventive maintenance and the County will be responsible for maintaining vehicles in accordance with that schedule. Provider's responsibility shall be limited to providing the County with notice of any necessary repairs beyond the scheduled maintenance program, and for reimbursing County for the reasonable costs of those repairs. While a vehicle is undergoing preventive maintenance or repairs, the County will provide Provider with a replacement so that Provider is fully equipped to meet its service level obligations under this agreement.

3. Discretion for Repairs. All vehicle repairs are at the discretion of Fremont County, in conjunction with its Vehicle Maintenance Department. When repairs or maintenance of a County-owned ambulance are necessary, Provider shall promptly

inform the County and submit a written request for the repairs or maintenance. No signed request will be necessary for scheduled maintenance. No repair shall be sought or performed without the permission of Fremont County. In no circumstance shall Provider obtain repairs or replacement of vehicles without the permission of the County or from suppliers or mechanics unsanctioned by the County. All repairs shall be sought and performed as promptly as possible to ensure continuity of ambulance service for citizens of the County.

4. Repairs in the Field. When a rig is in need of repair in a location other than a County Shop, Provider shall contact the Fremont County Vehicle Maintenance Foreman to discuss the issue. If necessary, the Foreman or his designee shall come to the rig to examine it or make repairs on the site, or shall consult with Provider regarding the necessity of towing the rig to a County Shop. If towing is necessary, Provider shall make its own arrangements and payment for the towing services.

5. Estimates. When a rig is damaged, Provider shall promptly obtain and provide to Vehicle Maintenance three estimates for the repair.

6. Prompt Notice. Provider shall keep the County informed regarding the status of rigs so the County may maintain, in good working order, at least the same number of ambulance rigs as it obtains at the start of this agreement. Rigs shall not be allowed to languish in a state of disrepair.

7. Work Orders. Vehicle Maintenance shall supply Provider with a work order detailing the amount for the completed work.

8. Payment for Damaged Rigs. Provider will be responsible for any costs of repair or replacement for damages caused by Provider. For damages not caused by Provider, Provider shall submit to their insurance, or pay out-of-pocket for the damage.

9. Logo and Signage. Provider may alter the appearance of the ambulances leased from the County to include its company logo and signage. This logo may replace the County's logo or may be an addition to the County's logo and signage. If this Agreement is terminated, Provider will return the ambulances to an appearance approved by the County at Provider's expense.

10. Return at Termination. At the termination of this contract, Provider shall return the same number of vehicles to the County as the County owned and delivered to the Provider at the commencement of this agreement, in good working order, less normal wear and tear. "Good working order" includes, but is not limited to, a tire tread depth of at least 8/32" (1/4") and no broken glass.

11. Vehicle Use and Location. Vehicles owned by the County shall be used only for services relating to emergency care and transport. They shall not be used for personal transportation. Additionally, vehicles owned by the County shall be used exclusively for

transport of patients within Fremont County, unless Provider is transferring a Fremont County patient to an out-of-county facility. Provider is strictly prohibited from using County vehicles for its business in other counties with the exception of mutual aid in the case of a natural disaster or other instance of force majeure, and then only so long as a crisis exists. Emergency vehicles shall not be operated by persons lacking training in Emergency Vehicle Operation, except in the case of extreme emergencies where life or limb is in danger.

12. Vehicle Licensing and Registration. Provider shall register all vehicles and pay all license and registration fees.

13. Vehicle Operation by Other Emergency Responders. In emergency situations where life or limb is in peril and patient transport is paramount, Provider may allow other emergency responders trained in Emergency Vehicle Operation, such as sheriff's deputies, police officers, and firemen, to operate the County's vehicles. Provider shall indemnify the agency whose driver is used from any damages or liability, except for damages caused by negligent operation of the vehicle.

S. Billing and Payment for Repairs or Maintenance.

1. For repairs and maintenance performed by County-approved providers, the actual cost of services and parts shall be charged to the Provider.

2. Provider shall be responsible for the cost of repairs which are not covered by County insurance, including the cost of the County's deductible.

3. Provider shall be responsible for the replacement value of a vehicle if that vehicle is totaled. Said replacement value shall be defined as the cost to obtain a like vehicle in like condition. Replacement vehicles shall only be obtained in cooperation with the County, from a County-approved provider. Replacements shall be set up the same or better as the vehicle which was totaled. County shall be the party to order or obtain the replacement or new vehicle.

4. For repairs and maintenance performed by the County, parts shall be billed at 130% of the County's cost. Labor shall be billed at a shop rate of $100.00 per hour. Other items, such as special parts and work deemed more appropriate for completion by another vendor or shop shall be billed at the County's cost.

5. Vehicle Maintenance shall not bill for hours exceeding the industry standard hours required for the service provided. Where applicable, Vehicle Maintenance shall use the Alldata Repair web-based service to determine billable hours. However, some services may take longer than listed in Alldata Repair due to the fact that Vehicle Maintenance does not have specialized tools which could expedite the job, in which case, the labor shall not exceed a reasonable amount of hours within the industry standards,

with respect to the job to be performed.

6. Sales tax shall be applied and collected on all parts, labor, and other items.

7. Labor shall be billed at a minimum of one hour per service or incident.

8. The Fremont County Treasurer's office shall supply Provider with a summary monthly statement within 10 days after the end of each month. Such charges are payable without penalty, within 15 days after the statement date. If payment is not received within 15 days after the statement date, a late charge of 1% of the amount due shall be assessed.

9. Provider will be responsible for any costs of vehicle repair or replacement not covered by County's insurance.

T. Dispatch. Provider shall not dispatch its own air or ground ambulances or response teams. Provider shall work with Fremont County Sheriff's Dispatch to locate the address and location of those in need of service. Provider shall not be responsible for any fees associated with the County Sheriff's dispatch services.

U. Lease of Assets and Ambulance Premises.

1. The Provider shall maintain the Assets of the County under Provider's control per this agreement, in good repair, condition and working order and in accordance with industry standards.

2. Provider accepts the County EMS premises in their current condition and agrees to properly use, operate, and safeguard the premises and all fixtures within the premises, keep said premises in good condition, make no alterations or additions to the same without obtaining prior written approval of the County, commit no waste or destruction thereof, obey all laws, codes, rules, regulations, and ordinances affecting said premises, repay County the costs of all repairs made necessary by the negligent or careless use of said premises by the Provider, and to surrender the premises at the termination hereof in like condition as when occupancy was taken, with reasonable wear and tear, or damage by the elements excepted. Provider also agrees to refrain from any activity which may cause contamination to the soil or water upon the premises.

3. If Provider wants to dispose of County property contained on or in the premises, such as furniture, it must either obtain the permission of the County or must replace the property with items of like or better condition, which will become the property of the County.

4. Provider may use the services of Fremont County Buildings Maintenance, at a charge of $50.00 per hour, plus the cost of parts and tax. A minimum charge of $50.00 will be charged if Building Maintenance workers must travel, even if the time spent on labor is less than one hour. Provider shall contact the Buildings Maintenance Manager at 332-1082 to make such arrangements.

5. Fremont County Maintenance will perform snow removal free of charge on the Lander and Riverton premises parking lots. Provider will be responsible for all other snow removal such as clearing sidewalks, and shall abide by local ordinances regarding snow removal.

6. Since the County holds the service agreements the Lander and Riverton premises HVAC units, County will be responsible for the servicing of the rooftop HVAC units. County will also service the generator in the Lander facility for the same reason.

7. Provider shall be responsible for the payment for labor and repairs for damages to the premises caused by Provider. Notice of necessary repairs shall be given to the County's Buildings Maintenance Manager within 2 working days after the damage is caused. Before seeking repairs from other service providers, Provider shall consult with the Buildings Maintenance Manager. The Buildings Maintenance Manager retains the authority to approve or facilitate such repairs and all vendors making such repairs must be approved by the Manager.

II. DUTIES OF THE COUNTY

A. Control of Assets. The County agrees to provide to Provider exclusive access and control of all the Assets of the County listed in Exhibit A, except as provided herein.

B. Exclusive Provider of Ground Services. The County agrees to exclusively use the services of the Provider for all ground ambulance transports made on behalf of the County and, as such, the Provider shall be the exclusive provider of ground ambulance services on behalf of the County. The County will dispatch Provider first for all ground ambulance transports and gives Provider the first right of refusal for all ground ambulance transports, except when a patient is located in an area near a bordering county and it would be more expeditious to dispatch a ground ambulance from the nearby county.

C. Insurance. Unless otherwise provided in this agreement, the County shall maintain all insurance policies relating to the assets. The County shall maintain insurance in full force and effect for the term of the agreement.

D. Ownership of Assets. The County shall hold title to the Assets during the term of this agreement unless ownership of the assets is otherwise transferred to the Provider by separate agreement or as provided herein.

E. **Prior Claims for Service.** The prior Provider shall process all claims with a date of service prior to the date upon which Provider assumes the duties as the provider for Fremont County ground ambulance services. The prior Provider shall collect, accept and retain payment for such services, or shall remit them to the provider with whom it had the prior agreement.

F. **Software Licenses.** County shall transfer or shall require prior Provider to transfer any necessary software licenses to Provider at Provider's request and with the permission of the licensing entity. At the end of this agreement, Provider will promptly transfer those licenses back to the County.

G. **Inventory and Supplies List.** At least one week prior to the Provider's assumption of its duties, County shall provide Provider with a list of its consumable and usable inventory and supplies to be purchased by the Provider at cost. An exact count of inventory to be purchased will be completed upon Provider's assumption of operations.

H. **Utility Account Transfer.** County shall cooperate with Provider in transferring all utility accounts to the Provider. At least two weeks prior to the commencement of Provider's control of the premises, the County shall provide a list of all utility accounts to the Provider, so that accounts may be closed or transferred, pursuant to Section I. N., above.

I. **HVACs and Generator.** County shall retain its generator service contract for the Lander facility and service contracts for the HVAC systems in the Lander and Riverton facilities.

J. **Weeds and Snow.** County shall continue weed control and snow removal services as described in Section I.U.5. throughout the duration of this agreement.

K. **Reports.** Provider shall provide monthly written reports to the County on or before the 15th day of each month during the term of this Agreement. Such reports shall include ambulance run statistics including items such as: dates of runs, number of transports, response times, and any other information relevant to the performance of this contract. If Provider fails to provide the report described in this paragraph by the 15th day of a month, Provider shall be required to pay County a fine in the amount of Ten Thousand Dollars ($10,000.00), and Provider shall further be required to pay County an additional fine in the amount of One Thousand Dollars ($1,000.00) for each additional day after the 15th day of the month for which the monthly report has not yet been submitted.

L. **Labor.** The County recognizes the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union ("USW") as the certified bargaining unit for EMS services.

M. **Exclusive Agreement.** County, as the entity having oversight and managerial control of the

Fremont County EMS (Emergency Medical System), covenants that this Agreement designates Provider as the exclusive provider of ground ambulance services within Fremont County and that the County will not contract with other providers for the services addressed herein, nor will County authorize municipalities to contract with other providers for such services without the express authorization of Provider.

N. **Change of Conditions.** In the event any municipality in Fremont County establishes its own ambulance service outside of this agreement in a manner that substantially and materially diminishes or increases the advantages of economic benefits as it relates to scale, the parties agree to meet and confer to renegotiate the subsidies, levels of services, and other affected terms of this Agreement.

III. TERM.

This Agreement shall be in effect beginning at 12:00 a.m. on October 1, 2026, until 11:59 p.m. on December 31, 2028. This Agreement will terminate automatically at 12:00 a.m. on January 1, 2029, without any action, notice, or additional writing required by either party.

IV. RIGHT TO TERMINATE AGREEMENT

A. **Termination.** Termination of this Agreement prior to the expiration of the Term may only occur with mutual consent of Provider and the County, subject to subsections IV(B) below.

B. **Provider Termination.** Notwithstanding section IV(A) above, Provider shall be entitled to terminate this Agreement if County fails to make any of the subsidy payments identified in Exhibit C.

V. PERFORMANCE

A. Provider shall operate the five (5) ambulances identified in Paragraph I(O)(2) above twenty-four hours a day, seven days per week. In the event that Provider is unable to adequately staff the five (5) ambulances required by this Agreement, the County retains the right to maintain substitute staffing sufficient to provide crews for the required ambulances until such time as Provider is able to meet its obligations as set forth in this Agreement.

B. Provider shall provide adequate staffing to fulfill its obligations set forth in this Agreement for at least ninety-five percent (95%) of the hours in each month of the term of this Agreement, unless Force Majeure events as defined below prohibit Provider from achieving said benchmark. Provider's failure to achieve the 95% percent benchmark in three (3) consecutive months shall be deemed a material breach of this Agreement, in which case Provider shall meet with County representatives to remedy any issues contributing to the failure to achieve the 95% benchmark.

VI. GENERAL PROVISIONS

A. Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Ninth Judicial District, Fremont County, Wyoming. The parties intend and agree that the County does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it as a sovereign pursuant to W.S. § l-39-104(a) and all other state law.

B. Assignment. This Agreement is not assignable unless otherwise agreed upon in writing by both parties, except that the County may assign its rights and obligations under this Agreement to the Fremont County Association of Governments ("FCAG"). In the event of the County assigning its rights and obligations to FCAG, all terms of this Agreement shall remain unchanged.

C. **Audit/Access to Records.** The County and any of its representatives shall have access to any books, documents, papers, and records of the Provider which are pertinent to this Contract.

D. **Compliance with Law.** The Provider shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

E. **Construction.** This Agreement has been negotiated by the Parties and shall be interpreted fairly in accordance with its terms and without any construction in favor of or against any of the Parties

F. **Cooperation.** Each party hereto agrees to cooperate with the other party hereto to effect the transactions contemplated by this Agreement.

G. **Force Majeure.** Provider shall be relieved from performance of this Agreement based on Force Majeure. "Force Majeure" means circumstances beyond the parties' reasonable control that prevents a party from performing its obligations under this Agreement, including, without limitation, any act of God, fire, natural disaster, accident (other than as a result of the negligence of the party seeking excuse), act of civil unrest, act of government,

or any other cause reasonably beyond the reasonable control of such party. Provider shall not be deemed to have breached, or to be in default of this Agreement, to the extent that the performance of its obligations or attempts to cure any breach or default are delayed or prevented by reason of Force Majeure.

H. **Governmental Immunity.** The County does not waive governmental immunity by entering into this Contract, and specifically retains all immunities and defenses available to it as a governmental entity pursuant to W.S. §1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Contract 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.

I. **Indemnification.** Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

J. **Integration, Interpretation, and Amendment.** This Agreement embodies the entire agreement between the Parties relative to the subject matter hereof, and there are no oral or written agreements between the Parties, nor any representations made by any Party relative to the subject matter hereof, which are not expressly set forth herein. Headings are for reference only and shall not affect the interpretation or meaning of any provisions of this Agreement. This Agreement and the terms hereof may be amended, modified, waived, changed, canceled, discharged or terminated only by a written instrument executed by all Parties. No party shall be deemed or construed to be the sole or exclusive author of this Agreement.

K. **Limitation of Liability.** EACH PARTY HERETO EXPRESSLY DISCLAIMS AND SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY LIABILITIES OR OBLIGATIONS FOR INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR LOST PROFITS (EXCEPT THOSE PERTAINING TO REVENUES UNDER THIS AGREEMENT), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT (INCLUDING THE BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT), TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF SUCH LOSS WAS FORESEEABLE OR THE OTHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE OCCURRING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, THE SERVICES, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT.

L. **Notices.** Any notice required or permitted under this Agreement by either party shall be in

writing and shall be delivered by certified mail, postage prepaid, return receipt requested to the parties at their respective corporate addresses.

M. Relationship of Parties. The relationship of the parties under this Agreement shall be that

of independent contractors, and no party shall be construed to be an agent, partner employee or joint venture of the others by reason of this Agreement. No party shall exercise control over the manner in which the other party performs their duties hereunder, except to assure compliance with this Agreement. None of the Parties nor their respective agents have any authority of any kind to bind any other Party or Parties in any respect whatsoever, and the relationship of the Parties is, and at all times shall continue to be, that of independent contractors.

N. Severability. If a provision of this Agreement is deemed prohibited by applicable law, such prohibition shall not invalidate the remaining provisions of this Agreement.

O. Taxes. The Provider shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to, property taxes, federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

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

Q. Use and Disclosure of Protected Health Information. Provider (referred to in this Section as the "Business Associate") shall not use or disclose Protected Health Information ("PHI") and shall ensure that its directors, officers, employees, County and agents do not use or disclose PHI received from County (referred to in this Section as the "Covered Entity") in any manner that would constitute a violation of the HIPAA Privacy Regulations or the HIPAA Security Regulations 45 CFR §§ 160 and 164 (referred to in this Agreement as "HIPAA"). Covered Entity and the Business Associate agree that the Business Associate may only use or disclose PHI as follows (i) in the performance of its obligations under this Agreement; (ii) for the Business Associate's proper management and administration; or (iii) as legally required which shall specifically include but not be limited to the purposes of treatment, payment and healthcare operations as defined under HIPAA. Except for such use, the Business Associate agrees to hold all PHI strictly confidential. This Section is intended to comply with HIPAA. If there is any ambiguity in this Section, it will be resolved to permit compliance with HIPAA.

R. Waiver. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Breach of any of the terms herein may be the basis for termination.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.

VII. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this agreement.

FREMONT COUNTY GOVERNMENT:

Larry Allen, Chairman — Date: 9/29/2026

ATTESTED BY:

County Clerk — Date: 9/29/2026

FREMONT COUNTY COUNTY CLERK STATE OF WYOMING

PROVIDER:

Frontier Ambulance, LLC

Brendan McNiff, Regional President — Date: September 29, 2026

Exhibit A Inventory

The Provider agrees to purchase consumable and useable inventory items at the County's cost. The list of specific inventory items and cost will be determined during transition planning and shall replace this Exhibit A.

Provider shall provide such additional and replacement supplies and equipment as necessary, at the Provider's expense. Any unused or unwanted assets shall be returned to the County including, but not limited to, furniture, computers, software, office supplies, etc.

Exhibit B

INTENTIONALLY OMITTED

Exhibit C

County Subsidy Paid to Provider

County will pay to Provider a monthly subsidy in the following amounts upon receipt of monthly invoice from Provider:

- $158,854.17 per month for the months of October 2026 through and including September 2027;

- $167,187.50 per month for the months of October 2027 through and including September 2028;

- $189,583.33 per month for the months of October 2028 through and including December 2028.

FREMONT COUNTY ASSOCIATION OF GOVERNMENTS

A JOINT POWERS BOARD • FREMONT COUNTY, WYOMING

Wind River Transportation Authority • Project Independence

BOARD AGENDA ITEM REPORT

Subject	**Rural Health Transformation Program Grant Agreement**		
Meeting Date	October 22, 2026	**Agenda Item No.**	**VI.a.ii**
Meeting Type	☒ Regular ☐ Special ☐ Work Session		
Agenda Section	☐ Consent Agenda ☒ Unfinished Business ☐ New Business ☐ Reports and Updates ☐ Public Hearing		
Nature of Action	☐ Motion ☐ Resolution ☐ Agreement / Contract ☒ Direction to Staff ☐ Information Only		
Program Area	☐ FCAG Administration ☐ WRTA ☐ Project Independence (CSBG) ☒ Regional EMS		
Strategic Plan Alignment	☐ Yes - Goal / Objective: not specified ☒ No (Regular Business)		
Submitted By	Tim Nichols, Executive Director (draft prepared for review)	**Presented By**	Tim Nichols, Executive Director (proposed)
Attachments	☒ Yes - proposed documents in Section X; packet assembly pending		

I. EXECUTIVE SUMMARY

The Wyoming Department of Health prepared a $2,000,000 grant agreement under the Rural Health Transformation Program, Initiative 1.2 EMS Regionalization, for FCAG as subrecipient. Executive Director Tim Nichols electronically signed the copy received October 9, 2026. On the copy reviewed for this packet, the Wyoming Department of Health signature line is blank. The agreement expressly states it becomes effective only after all parties execute it, so full execution and eligibility of expenditures cannot yet be confirmed from this copy.

II. BACKGROUND AND PRIOR BOARD ACTIONS

The Board authorized an RHTP grant application under Resolution 2026-05. On September 24, the Board was informed that a proposed award had cleared State Attorney General review while remaining subject to final grant steps.

Date	Meeting / Body	Discussion or Action Taken
08/2026	FCAG Board	Resolution 2026-05 authorized RHTP grant application.
09/24/2026	FCAG Board	Received conditional award and legal-review update.
10/09/2026	FCAG	Executed FCAG signature on Agreement No. 259308; State countersignature unverified.

III. STATEMENT OF ISSUE *Why this item is before the Board*

The Board must be informed of material grant conditions, implementation duties, internal controls, and any action required to accept or administer the final award without prematurely authorizing expenses.

IV. LEGAL AND POLICY AUTHORITY

Legal Review	☐ Reviewed by FCAG Counsel ☒ Review Pending ☐ Not Required

RHTP Grant Agreement No. 259308 and related state/federal award conditions govern eligibility, reimbursement, performance milestones and timing. Verify full countersigned agreement and counsel review before taking further contractual action.

V. FISCAL IMPACT

Fiscal Impact	☐ None ☐ Within Adopted Budget ☐ Budget Amendment Required ☒ Revenue to FCAG		
Amount	$2,000,000 proposed grant maximum	**Fiscal Year**	FY2027
Funding Source(s)	Wyoming Department of Health / RHTP, conditional reimbursement		
Budget Line / Account	Not verified / enter final chart of accounts	**Local Match Required**	☐ Yes ☐ No Not independently confirmed

Agreement maximum $2,000,000; agreement text indicates reimbursement/payment tied to completed services and invoices, and no payment for work before effective date. Its stated term runs through September 30, 2027, following full execution.

VI. ALTERNATIVES AVAILABLE TO THE BOARD

Alternative	Effect of Board Selecting This Alternative
1. Approve as recommended	Receives grant status; directs verification of State execution and eligibility.
2. Approve with modifications	Conditions further administration on documented executed terms.
3. Deny or take no action	Leaves the proposed action unapproved and current legal/policy requirements unchanged.
4. Table or continue to a date certain	Allows verification of missing materials and renewal of consideration at a properly noticed meeting; may affect schedules.

VII. ACTION REQUESTED

Present a contract status report. If not fully signed, direct staff to obtain the State-executed agreement, verify scope and eligibility, and return any acceptance or budget matters requiring separate Board authorization.

VIII. PROPOSED MOTION

BOARD MEMBER: Conditional wording only if final execution and counsel's review are verified: "I move to authorize the appropriate FCAG officials to administer Grant Agreement No. 259308 in accordance with its executed terms, adopted budget, procurement rules, and required Board approvals." Otherwise no motion is recommended.

(Second required if a motion is made.) Chair: "It has been moved and seconded. Is there any discussion?"
Vote: ☐ Majority of quorum present ☐ Other: verify applicable Bylaws.

IX. EXECUTIVE DIRECTOR'S RECOMMENDATION

Do not represent a single-party signed contract as effective. Preserve the grant award, statement of work, approved budget, reporting calendar and procurement records in the central grant file. Final packet verification: Obtain the Wyoming Department of Health countersigned version, complete Attachment A, confirm any CMS/federal conditions, assess procurement cutoffs and cash flow before expenditures.

X. ATTACHMENTS

Attachment A	Agreement No. 259308 - FCAG-signed copy (10/09/2026)
Attachment B	State fully executed copy and Statement of Work (pending)
Attachment C	—

AGENDA ROUTING AND APPROVAL *Completed before the item is placed on the agenda*

Review	Name	Signature / Initials	Date
Prepared By	Tim Nichols (draft)	Pending	Pending
Fiscal Review (Business Manager)	Jesse Grosinger (pending)	Pending	Pending
Legal Review (if required)	FCAG counsel (if required)	Pending	Pending
Approved for Agenda (Executive Director)	Executive Director (pending)	Pending	Pending

RECORD OF BOARD ACTION *For Board Secretary use only*

Action Taken	☐ Approved as Presented ☐ Approved as Amended ☐ Denied ☐ Received / Information Only ☐ Tabled or Continued to: Date		
Motion By	Board member	**Seconded By**	Board member
Vote	Ayes: # Nays: # Abstain: # Absent: #		
Resolution / Minutes Ref.	No. / page	**Recorded By / Date**	Name, date

This report and its attachments are part of the public meeting packet and are public records under the Wyoming Public Records Act unless a specific exemption applies.

Contract #: 259308

Entry Date: 9/4/2026 3:40:51 PM

Department: Wyoming Department of Health, Public Health Division

Agency Contact: Krause, Derrick

Phone: 307-777-8624

Other Agency Contact: Susan Neugebauer

WYOMING ATTORNEY GENERAL'S OFFICE
SEP 10 2026
Tyler M. Renner
APPROVED AS TO FORM

Client Comments: a. RHTP Initiative 1.2 EMS Regionalization using template 258039.

WYOMING ATTORNEY GENERAL'S OFFICE
SEP 22 2026
Tyler M. Renner
APPROVED AS TO FORM

Contractor/Vendor Name: Fremont County Association of Governments

Contract Title: Fremont County Association of Governments (Shoshoni Ambulance)

Contract Type: Grant Agreement - Federal

Contract Amount: 2000000.0000

Contract Effective Date:

Contract Expiration Date: 9/30/2027 12:00:00 AM

Status: Attorney Review Complete

RETURN VIA: Download Only (Hard Copy Will Not be Returned to Agency)

Assigned Attorney: Clayton Long

GRANT AGREEMENT BETWEEN
WYOMING DEPARTMENT OF HEALTH
AND
FREMONT COUNTY ASSOCIATION OF GOVERNMENTS

1. **Parties.** The parties to this Grant Agreement (Agreement) are Wyoming Department of Health (Agency), whose address is: 2300 Capitol Avenue, Cheyenne, Wyoming 82002 and Fremont County Association of Governments (Subrecipient), whose address is: 2554 Airport Drive, Riverton, Wyoming 82501.

2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Subrecipient shall utilize Rural Health Transformation Grant funds to initiate startup activities and activities supporting deliverable incentive payments.

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through September 30, 2027. All services shall be completed during this term.

   This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

4. **Payment.**

   A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed two million dollars, and no cents ($2,000,000.00). The maximum amount of federal funds provided under ALN 93.798 shall not exceed two million dollars, and no cents ($2,000,000.00). Payment shall be made when services are completed. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.

   B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.

   C. **Reporting.** By July 31st of each year that this Agreement is in effect, Subrecipient shall provide Agency with summary information on all expenses and anticipated expenses incurred between July 1st of the prior year through June 30th of the current year. Failure to provide Agency with this expense information by July 31st may result in the Agency failing to reimburse Grantee for any expenses that were incurred prior to June 30th, but not reported.

5. **Responsibilities of Subrecipient.** The Subrecipient agrees to:

A. Utilize Agreement funds to initiate startup activities and activities supporting deliverable incentive payments, as described in Attachment A, Statement of Work.

B. Satisfy and promptly respond to all requests from the Agency related to subrecipient monitoring or the Agency's compliance efforts. The Subrecipient acknowledges that additional requirements related to the use of Agreement funds may arise during the Agreement term, whether imposed by federal or state authorities. The Subrecipient agrees to work with the Agency to promptly satisfy these requirements, as directed by the Agency.

6. **Responsibilities of Agency.** The Agency agrees to:

A. Issue the grant award to the Subrecipient in accordance with Section 4 above.

B. Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Agreement.

C. Adhere to any additional Agency responsibilities outlined in Attachment A.

7. **Special Provisions.**

A. Assumption of Risk. The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.

B. Environmental Policy Acts. Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

C. Human Trafficking. As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

(i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procures a commercial sex act during the period of time that the award is in effect; or

(iii) Uses forced labor in the performance of the award or subawards under the

award.

D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

E. **Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement-related work.

G. **Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

Federal law requires the Subrecipient to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars ($10,000.00) so that such provisions are binding on each sub-subrecipient.

H. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.

I. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

J. **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

K. **Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.

L. **Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

M. **Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

N. **Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

O. **Program Income.** Subrecipient shall not deposit grant funds in an interest-bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the

program or returned to Agency.

P. **Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Agreement Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the Agency may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and the Agency under this Agreement, at law, or in equity.

8. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.

E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Agreements.** The Agency may award supplemental or successor contracts for work related to this Agreement or may award contracts to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.

G. **Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

I. **Entirety of Agreement.** This Agreement, consisting of ten (10) pages; Attachment A, Statement of Work, consisting of seven (7) pages; and the Federal Contract Provisions, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

J. **Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.

K. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before

the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

L. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

M. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

N. **Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.

O. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

P. **Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

Q. **Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

R. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

S. **Insurance Requirements.** Subrecipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.

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

U. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Subrecipient, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement 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.

V. **Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

W. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.

If at any time during the performance of this Agreement, in the opinion of the Agency, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Agency and after written notice to the Subrecipient, the Agency may terminate this Agreement or any part of it. As of the termination date, the Subrecipient will be entitled to a pro rata payment for all work accomplished and accepted by the Agency; however, the Subrecipient shall be liable to the Agency for the entire cost of replacement services for the duration of the Agreement term.

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

Y. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

Z. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

AA. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

BB. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Agreement, either personally or 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 Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

AGENCY:
Wyoming Department of Health

Stefan Johansson, Director — Date

SUBRECIPIENT:
Fremont County Association of Governments

Tim Nichols (Oct 9, 2026 10:45:52 MDT) — 10/09/26

Tim Nichols, Administrator — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

#259308 — 09-22-2026

Tyler M. Renner, Supervising Attorney General — Date

259308_FCAG_RHTP (1) (1)

Final Audit Report 2026-10-09

Created:	2026-10-09
By:	Tim Nichols (Business@fcagwy.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvZc2qivwnolfhRfV4-1PnMTNgJDuwrb1

"259308_FCAG_RHTP (1) (1)" History

Document created by Tim Nichols (Business@fcagwy.gov)
2026-10-09 - 4:45:08 PM GMT

Document emailed to Tim Nichols (timothy.nichols@fcagwy.gov) for signature
2026-10-09 - 4:45:14 PM GMT

Email viewed by Tim Nichols (timothy.nichols@fcagwy.gov)
2026-10-09 - 4:45:28 PM GMT

Document e-signed by Tim Nichols (timothy.nichols@fcagwy.gov)
Signature Date: 2026-10-09 - 4:45:52 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

Agreement completed.
2026-10-09 - 4:45:52 PM GMT

Statement of Work (SOW)

This SOW identifies and describes the milestones and deliverables for the Grant Agreement (Agreement) between the Wyoming Department of Health, Public Health Division (Agency), and Fremont County Association of Governments (Subrecipient).

I. Background/ Introduction.

Wyoming's Rural Health Transformation Program (RHTP) is supported by the Centers for Medicare and Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS). Wyoming was awarded $205,004,742.95 for the first Budget Period. The CMS award number is RHTCMS332082-01-02.

This SOW describes the responsibilities of the Subrecipient and the Agency for the approved Initiative 1.2: Emergency Medical Services (EMS) Regionalization. The purpose of Initiative 1.2 is to provide smaller ambulance agencies with the opportunity to regionalize, creating a more efficient and effective EMS system. This regionalization initiative will provide start-up funding for equipment, ambulances, communications, and technology, as well as deliverable incentive payments.

This award was approved by the Wyoming RHTP Advisory Committee in accordance with Wyo. Stat. §35-25-703(h) on August 11, 2026.

II. Definitions and Acronyms.

1. **CAH**: Critical Access Hospital

2. **EMS**: Emergency Medical Services

3. **OWLS:** Online Wyoming Licensing System

4. **WATRS**: Wyoming Ambulance Trip Reporting System

5. **Deliverable Incentive Payments:** Specified payments made by the Agency once certain Subrecipient capabilities are verified. The Agency will verify requirements for each capability using a combination of on-site visits, tailored information requests, and existing data sources (e.g. Wyoming Ambulance Trip Reporting System, Medicaid claims data). Specific deliverable incentive requirements are as follows:
    a. Provide the only ground ambulance service within 35 miles. ($500,000) Requirements:
        i. 35-mile rule. Per 42 CFR 413.70(b)(5) The ambulance service must be the only provider or supplier of ambulance services within 35-miles, as measured by the shortest driving distance over improved roads between the ambulance service and the nearest legally-authorized competitor's ambulance garage location.
    b. Maintain or reduce EMS Response Time. ($500,000) Requirements:

i. A baseline average response time will be determined using WATRS data for frontier service areas within the EMS region for the time period from March 1, 2026 to August 31, 2026.
   1. The response time will be determined by adding the response time for all frontier service calls and dividing it by the total number of frontier calls.
ii. Response times for the same frontier service area will be reassessed for the period from September 1, 2026 to February 28, 2027. In order to receive the incentive payments, response times will need to remain steady or improve.

c. Provide a Community EMS program ($200,000) Requirements:
   i. Develop a community paramedicine program where EMS personnel provide scheduled, non-emergency care, preventive health services, and patient navigation in non-urgent settings.
   ii. Make the program available to those patients who are not Medicaid eligible.
   iii. Provide documentation evidencing the number of scheduled services provided each month.

III. **Scope of Work.** The Subrecipient must complete the following deliverables.

A. Sustainability - Draft and submit a sustainability and accountability plan that demonstrates the Subrecipient's commitment to maintaining the essential service lines in the communities they serve. The plan must include:

(i) Binding resolutions that formally commit the Subrecipient to maintain any essential service lines that are connected to any Deliverable Incentive Payments for which the Subrecipient is eligible, as specified in this SOW.

(ii) Describe how any Deliverable Incentive Payment received as part of this grant award will be used to sustain operations past the award period.

(iii) Per Wyo. Stat. 35-25-709, the plan must include the following information:
   a. Operating margin targets for the performance period, with trends over the past five (5) years.
   b. Days' cash on hand for the past five (5) years.
   c. Current ratios for the past five (5) years.
   d. Describe the adoption of modernization and efficiency practices, including improved revenue cycle management systems.
   e. Describe the development and implementation of a plan to reduce unprofitable, duplicative, or nonessential service lines.
   f. Describe participation in shared services, regional collaboration, or other cost-containment arrangements where feasible.
   g. Include an independent financial audit.

(iv) Subrecipient must submit a plan and receive approval from the Agency before any payments are made.

B. Start-up Funds Work Plan/Budget: By November 30, 2026, develop and submit a detailed work plan for start-up funds for Agency review and written approval.

This work plan should contain elements of the budget previously submitted by the subrecipient which address service acquisition and merger costs, ambulance acquisition and the use/purchase of interoperable dispatch equipment and integrating billing/revenue management systems. The work plan must include milestones, budgets, timelines and responsible parties related to the following tasks:

(i) Organizing and developing a regionalized service to support regionalization sustainability.

(ii) Implementing a fully executed Medical Director Agreement, including the Medical Director's contact information, credentials, and Wyoming license number, with the Agency.

(iii) Implementing a shared set of protocols and sharing with the Agency.

(iv) Training to support the new EMS system protocols.

(v) Implementing a comprehensive Employee and EMS System Policies and Procedures Handbook.

(vi) Drafting an operations plan that includes the following criteria:

a. Demonstrating staffing plans that will maintain or improve current response times in the new area.

b. Creating a training officer role within the EMS system and providing permissions in OWLS to add continuing education units for the provided training classes.

c. Maintaining equipment and the replacement of consumables and non-consumables.

d. Demonstrating how dispatch equipment will be used across the new EMS system.

e. Creating payroll policies and processes to include:

i. Defining a pay schedule for salaries and wages.

ii. Defining fringe benefits.

iii. Sharing the payroll policies and processes with the Agency.

f. Sharing billing company information and an integrated revenue management setup with the Agency.

i. Requesting access in WATRS for the billing company personnel responsible for accessing information for billing purposes.

ii. Provide billing data to the Agency.

(vii) Per Wyo. Stat 35-25-706(c), the operations plan must describe:

a. Total FTE, by licensure type, before and after regionalization;

b. How revenue sources will be maximized;

c. Integration with Public Safety Answering Points (PSAPs);

d. Use of interoperable equipment and technology;

e. How administrative overhead will be reduced;

f. How community EMS will be performed; and,

g. How the Subrecipient will use tele-crisis stabilization services.

(viii) Create a plan to acquire an ambulance or remount quote by December 31, 2026.

a. Clearly outline the cost of a new ambulance and its arrival dates, including written purchase or remount contracts with delivery timelines and line-item cost breakdowns.

b. Draft a plan to replace consumable and non-consumable supplies for the ambulance.
c. Outline the plan for ambulance maintenance and replacement schedules.
d. The Agency will provide an upfront payment for this expenditure in accordance with the budget breakdown below.

C. Deliverable Incentive Payments

(i) The Subrecipient is eligible for the following Deliverable Incentive Payments (as indicated by an "X" in the second column of the table below) during the Award Period:

Deliverable Incentive Payment	**Eligible**
Own and operate the only ground EMS service within 35 miles	X
Maintain/Reduce EMS Response Time	X
Community Paramedicine Program	

(ii) Notification, verification and award.

a. When the Subrecipient believes it has achieved the requirements specified for each capability in Section C(i), the Subrecipient shall notify the Agency.
b. Within 60 days of notification, the Agency will verify that the requirements have been met (or not). As part of this verification process, the Subrecipient shall comply with all Agency information requests and facilitate all scheduled and unscheduled site visits.
c. When the Agency has verified, to its satisfaction, that requirements are met for each capability, and that the Subrecipient has an approved Sustainability and Accountability Plan, the Agency will make payment to the Subrecipient the respective Deliverable Incentive Payment.

D. Reporting. By September 30, 2027, submit the annual report using the Agency-provided template in Submittable. The report may include, but is not limited to:

(i) Detailed description of how funds were directed toward the approved work plan and budget, including how they have supported regionalization efforts.
(ii) Describe progress in the focus areas of the operations plan, to include:
a. Maximizing revenue sources
b. Regionalized medical dispatch
c. Interoperable equipment
d. Administrative overhead cuts
e. Community EMS

f. Maintaining or reducing EMS response times

(iii) Status of milestones and activities in the detailed work plan

(iv) Accomplishments and barriers encountered

(v) Number and type of full-time equivalents (FTEs) added

IV. **Agency Responsibilities.** The Agency is responsible for the following:

A. Scope of Activity - Agency

(i) Monitor all financial and agency reporting to maintain grant compliance.

(ii) Meet with the Subrecipient quarterly to review and approve any products or assets created by the Subrecipient.

B. Payment

(i) No payment will be made to the Subrecipient until the sustainability and accountability plan has been submitted by the Subrecipient and approved by the Agency.

(ii) Upon submission of the detailed start up work plan, the Agency shall have fifteen (15) business days to review and approve the submitted work plan or provide the Subrecipient with a written list of required revisions. The Subrecipient shall resubmit a revised plan within ten (10) business days.

(iii) The Agency will review each submitted invoice within fifteen (15) business days of receipt. The Agency will either provide written notice of deficiencies detailing specific required revisions. The Subrecipient will have ten (10) business days to address deficiencies and resubmit.

C. Communication Requirements

(i) The Subrecipient and Agency will coordinate regularly to monitor project progress and ensure the timely completion of deliverables. The Agency will determine the meeting schedule based on project needs.

V. **Unallowable Activities.**

A. The Subrecipient may not use the startup funds or reimbursed expenses for the following:

(i) New construction and supplanting funding for in-process or planned construction projects, or directing funding towards new construction builds;

(ii) Payment for clinical services and direct patient care;

(iii) None of the funding shall be used for an expenditure that is attributable to an intergovernmental transfer, certified public expenditure, or any other expenditure to finance the non-Federal share of expenditures required under any provision of law;

(iv) SSA Section 2105(c), paragraphs (1), (7), and (9) apply as funding limitations. These limitations are related to general limitations, limitations on payment for abortions, and citizenship documentation requirements for payments made with respect to an individual;

(v) Any activity, procurement, or programmatic terminology that is determined to be inconsistent with current, updated, or future federal grant guidance, executive orders, or statutory restrictions issued by the CDC or the U.S. Department of Health and Human Services throughout the duration of the project period;
(vi) Lobbying, please see 2 CFR §200.450 (Code of Federal Regulations);
(vii) Purchase of land or buildings;
(viii) Research;
(ix) Purchase of telecommunications and video surveillance equipment manufactured or sold by certain companies, per 2 CFR 200.216;
(x) Equipment that is the legal responsibility of another party under federal, State, or tribal law;
(xi) Endowment funds;
(xii) Deficits or retirement of non-capital debt;
(xiii) Rent;
(xiv) Meals (other than approved as part of a project or program activity or as part of per diem provided in conjunction with allowable travel);
(xv) The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before any legislative body;
(xvi) Reimbursement of expenditures occurring outside the contract period;
(xvii) Any expense defined as unallowable for RHTP by CMS or HHS.

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VI. Budget Breakdown.

The Agency reserves the right to redirect any unspent funds if the services provided do not total the allotted amount for the year.

Item B will be paid upon the Agency's acceptance of the detailed work plan. This payment is subject to reconciliation against actual expenditures. Any funds disbursed in excess of actual costs may be reallocated to other budget categories with prior written Agency approval or must be returned to the Agency. Subrecipient will have 90 days to provide proof of expenditure of funds to the Agency after disbursement.

Items A&C will be reimbursed based on costs incurred. Reimbursable expenses must be aligned with the Agency-accepted detailed work plan.

Items D-E will be paid in accordance with the method set forth in the deliverable incentive payment section above.

Start-Up Budget		
Deliverable	**Completion Date**	**Cost**

A. EMS system acquisition and merger costs (i) Administrative structure, Medical Director agreement, and signed WATRS Access Agreement. (ii) Dispatch plans and operational handbooks (iii) Merged staff scheduling, training schedules, and billing integration.	November 30, 2026	$400,000.00
B. Ambulance acquisition and remounts (i) Written purchase/remount contracts with delivery timelines and line-item cost breakdowns for new ambulances.	December 31, 2026	$500,000.00
C. Verified WATRS system access, integrated revenue management setup, and proof of billing data.	November 30, 2026	$100,000.00
Deliverable Incentive Payments		
Deliverable	**Completion Date**	**Cost**
D. Verified logs and monthly reports demonstrating 24/7 sole ground EMS coverage within 35 miles.	September 30, 2027	$500,000.00
E. Approved Community EMS Program plan detailing visit scheduling workflows and tele-crisis behavioral health implementation.	September 30, 2027	$0.00
F. Maintain EMS response time below specified benchmark.	September 30, 2027	$500,000.00
	TOTAL NOT TO EXCEED	**$2,000,000.00**
Funding amounts may be transferred between deliverables upon written permission from the Agency.		

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FREMONT COUNTY ASSOCIATION OF GOVERNMENTS

A JOINT POWERS BOARD • FREMONT COUNTY, WYOMING

Wind River Transportation Authority • Project Independence

BOARD AGENDA ITEM REPORT

Subject	**EMS Director Recruitment and Organizational Development**		
Meeting Date	October 22, 2026	**Agenda Item No.**	**VI.a.iii**
Meeting Type	☒ Regular ☐ Special ☐ Work Session		
Agenda Section	☐ Consent Agenda ☒ Unfinished Business ☐ New Business ☐ Reports and Updates ☐ Public Hearing		
Nature of Action	☐ Motion ☐ Resolution ☐ Agreement / Contract ☒ Direction to Staff ☐ Information Only		
Program Area	☐ FCAG Administration ☐ WRTA ☐ Project Independence (CSBG) ☒ Regional EMS		
Strategic Plan Alignment	☐ Yes - Goal / Objective: not specified ☒ No (Regular Business)		
Submitted By	Tim Nichols, Executive Director (draft prepared for review)	**Presented By**	Tim Nichols, Executive Director (proposed)
Attachments	☒ Yes - proposed documents in Section X; packet assembly pending		

I. EXECUTIVE SUMMARY

FCAG has developed an EMS Director position-description framework (Position ID 4101) and an unfinalized recruitment announcement for a proposed countywide EMS division. The draft announcement describes a full-time exempt departmental leadership role reporting administratively through FCAG executive leadership, with a proposed salary range of $114,998 to $137,982. Because the recruitment file is labeled DRAFT and retains application and start-date placeholders, the accessible record does not confirm a public posting, approved appropriation, hire or start date.

II. BACKGROUND AND PRIOR BOARD ACTIONS

The August 27 transition plan makes executive and clinical leadership capacity a prerequisite for readiness. A position description and draft recruitment file were prepared during August and September.

Date	Meeting / Body	Discussion or Action Taken
08/25/2026	FCAG Administration	Prepared EMS Director position description questionnaire (PDQ).
09/29/2026	FCAG Administration	Prepared draft external EMS Director job posting.

III. STATEMENT OF ISSUE *Why this item is before the Board*

The future EMS system requires a defined executive management structure, authority boundaries, staffing plan, and accountable recruitment sequence. Premature statements about an operating agency or employment commitments should be avoided.

IV. LEGAL AND POLICY AUTHORITY

Legal Review	☐ Reviewed by FCAG Counsel ☐ Review Pending ☒ Not Required

FCAG personnel policies, classification and delegation-of-authority rules, adopted EMS transition plan, and applicable hiring requirements. Recruitment and position authorization should be documented distinctly.

V. FISCAL IMPACT

Fiscal Impact	☐ None ☐ Within Adopted Budget ☐ Budget Amendment Required ☐ Revenue to FCAG (Budget status to verify)		
Amount	Proposed salary $114,998-$137,982	**Fiscal Year**	FY2027
Funding Source(s)	Proposed regional EMS funding; authorization pending		
Budget Line / Account	Not verified	**Local Match Required**	☐ Yes ☐ No Not yet applicable

Proposed salary range $114,998 to $137,982 annually, exclusive of fringe and benefits; no funded position cost or approved full-year budget was verified.

VI. ALTERNATIVES AVAILABLE TO THE BOARD

Alternative	Effect of Board Selecting This Alternative
1. Approve as recommended	Endorses recruitment preparation subject to delegated hiring, funding and controls.
2. Approve with modifications	Adjusts recruitment sequence or process without implying a hire.
3. Deny or take no action	Leaves the proposed action unapproved and current legal/policy requirements unchanged.
4. Table or continue to a date certain	Allows verification of missing materials and renewal of consideration at a properly noticed meeting; may affect schedules.

VII. ACTION REQUESTED

Review the proposed position's duties, reporting relationships, pay grade and recruitment process; identify approval and funding prerequisites before posting or selection.

VIII. PROPOSED MOTION

BOARD MEMBER: If the Board wishes to authorize recruitment, subject to budget and policy verification: "I move to authorize the Executive Director to finalize and advertise the EMS Director position within the presented classification and salary range, contingent upon confirmed available funding and compliance with FCAG personnel policy, without authority to extend a final offer absent applicable approval."

(Second required if a motion is made.) Chair: "It has been moved and seconded. Is there any discussion?"
Vote: ☐ Majority of quorum present ☐ Other: verify applicable Bylaws.

IX. EXECUTIVE DIRECTOR'S RECOMMENDATION

Complete the organizational structure and authority matrix; align the role to the adopted stage-gate plan and objectively administered personnel procedures. Final packet verification: Confirm Board authority to create and fill the position, actual recruitment status, grant-eligible personnel costs, pay scale, posting deadline and candidate evaluation process.

X. ATTACHMENTS

Attachment A	PDQ - 4101 EMS Director.docx
Attachment B	HR_Job Posting_EMS Director_092026.docx (draft)

AGENDA ROUTING AND APPROVAL *Completed before the item is placed on the agenda*

Review	Name	Signature / Initials	Date
Prepared By	Tim Nichols	TN	10/19/2026
Fiscal Review (Business Manager)	Jesse Grosinger	Pending	Pending
Legal Review (if required)	N/A	N/A	N/A
Approved for Agenda (Executive Director)	Executive Director	TN	10/19/2026

RECORD OF BOARD ACTION *For Board Secretary use only*

Action Taken	☐ Approved as Presented ☐ Approved as Amended ☐ Denied ☐ Received / Information Only ☐ Tabled or Continued to: Date		
Motion By	Board member	**Seconded By**	Board member
Vote	Ayes: # Nays: # Abstain: # Absent: #		
Resolution / Minutes Ref.	No. / page	**Recorded By / Date**	Name, date

This report and its attachments are part of the public meeting packet and are public records under the Wyoming Public Records Act unless a specific exemption applies.

FREMONT COUNTY ASSOCIATION OF GOVERNMENTS
WIND RIVER TRANSPORTATION AUTHORITY • PROJECT INDEPENDENCE
2554 AIRPORT RD RIVERTON WY, 82501 • (307) 856-9782

POSITION DESCRIPTION QUESTIONNAIRE (PDQ)

POSITION INFORMATION	
POSITION TITLE:	EMS Director
CLASSIFICATION:	Department and Division Leadership
POSITION ID:	4101
POSITION TYPE:	Full-Time
FLSA STATUS:	Exempt
REPORTS TO:	FCAG Board, operational accountability; Executive Director, administrative oversight
DEPARTMENT:	Fremont County EMS
LOCATION:	2554 Airport Rd, Riverton, WY 82501
PAY GRADE:	5
HOURS/WEEK	40
DIRECT REPORTS	1-5

GENERAL POSITION DESCRIPTION

The Fremont County EMS Director provides executive leadership and unified operational administration of Fremont County EMS as a countywide public emergency medical service. The Director plans, organizes, directs, evaluates, and continuously improves emergency response, ambulance transport, clinical quality, workforce readiness, regulatory compliance, emergency preparedness, interagency coordination, and community engagement to provide safe, reliable, efficient, and patient-centered service throughout Fremont County.

The EMS Director is operationally accountable to the FCAG Board acting collectively through duly authorized action. Individual Board members do not independently direct EMS personnel or operations unless specifically authorized through Board action or an established emergency delegation. Communications with individual Board members shall be handled consistently with FCAG governance policies, applicable law, and the Director's obligation to keep the Executive Director appropriately informed. Within the authority established by the Board, the Director is responsible for the day-to-day leadership, administration, and performance of Fremont County EMS. The Director implements Board-approved policies, budgets, service levels, strategic priorities, and performance expectations; advises the Board regarding operational needs, system risks, service outcomes, and resource requirements; and provides regular reports concerning response performance, clinical quality, staffing, regulatory compliance, financial condition, operational readiness, and other matters requested by the Board. The Director may communicate directly with the Board concerning EMS operations while keeping the Executive Director appropriately informed.

The EMS Director reports to the FCAG Executive Director for organizational and administrative oversight. The Director is responsible for keeping the Executive Director fully and timely informed of significant operational conditions, personnel matters, compliance concerns, financial variances, legal or reputational risks, emergency events, and matters requiring Board consideration. The Director shall comply with FCAG-wide policies, administrative procedures, internal controls, delegated authorities, and reporting requirements and shall coordinate Board submissions, budget requests, contracts, procurements, personnel actions, and organizational initiatives through the Executive Director and the appropriate FCAG administrative processes.

The EMS Director works collaboratively with the Business and Finance Department in developing and monitoring the EMS operating and capital budgets, reviewing financial and revenue-cycle performance,

supporting grant and contract administration, ensuring complete and timely operational documentation, and addressing financial variances. The Business and Finance Department retains responsibility for accounting, accounts receivable, accounts payable, payroll processing, financial reporting, and transaction-level financial controls.

The EMS Director also works collaboratively with the Fleet and Maintenance Department to maintain ambulance, support-vehicle, facility, and equipment readiness. The Director communicates operational requirements, unit availability needs, service interruptions, defects, utilization information, and projected service demands. The Fleet and Maintenance Department retains responsibility for vehicle and facility maintenance, repair administration, technical inspections and records, lifecycle planning, and vehicle replacement scheduling.

The Director exercises authority over countywide EMS operations and may delegate defined responsibilities to subordinate managers, supervisors, and field personnel while retaining accountability for departmental performance. The position is primarily an executive and administrative leadership role. The Director may provide incident leadership, clinical support, or field response when appropriately qualified and operationally necessary, but routine ambulance staffing is not a principal function of the position unless specifically authorized or assigned by FCAG.

JOB RESPONSIBILITIES

The following responsibilities describe the principal functions of the position. Percentages represent the anticipated distribution of executive attention and may vary according to emergencies, staffing conditions, organizational priorities, and operational needs.

Executive Leadership, Governance, and Organizational Accountability, 15%

- Provides executive leadership for Fremont County EMS and is accountable for the overall effectiveness, reliability, integrity, and performance of the countywide EMS system.
- Implements the policies, service expectations, strategic priorities, budgets, and performance standards established by the FCAG Board.
- Advises the Board regarding EMS operations, emerging risks, service demands, staffing needs, regulatory requirements, capital needs, financial conditions, and opportunities for system improvement.
- Prepares and presents regular reports to the Board regarding response performance, clinical quality, workforce conditions, operational readiness, regulatory compliance, financial performance, and other matters requested by the Board.
- Reports to the FCAG Executive Director for organizational and administrative oversight and keeps the Executive Director fully and timely informed of significant operational conditions, personnel matters, compliance concerns, financial variances, emergency events, legal or reputational risks, and matters requiring Board consideration.
- Coordinates Board agenda materials, policy recommendations, contracts, budget requests, procurements, personnel actions, and organizational initiatives through the Executive Director and established FCAG administrative processes.
- Participates as a member of FCAG's executive leadership team and supports agencywide planning, policy implementation, risk management, and organizational improvement.
- Develops and implements EMS strategic and operating plans that align with Board direction and FCAG-wide priorities.

Countywide EMS Operations and System Performance, 20%

- Plans, organizes, directs, and evaluates countywide emergency medical response and ambulance transportation services.
- Establishes deployment plans, staffing models, scheduling standards, response protocols, unit-status practices, and operating procedures necessary to maintain continuous and reliable service.

- Ensures appropriate system coverage, unit availability, response coordination, communications, patient transport, and continuity of operations.
- Monitors response times, call volume, unit utilization, transport activity, service demand, out-of-service conditions, and other operational indicators.
- Identifies service deficiencies, capacity limitations, and emerging operational risks and implements or recommends corrective action.
- Directs operational responses to major incidents, service disruptions, severe weather, staffing shortages, communications failures, and other events affecting EMS availability.
- Establishes clear lines of operational authority and delegates defined responsibilities to subordinate managers, supervisors, and field personnel.
- Holds subordinate leaders accountable for consistent implementation of policies, procedures, performance expectations, and corrective actions.
- Maintains direct awareness of field conditions through operational reviews, station visits, employee engagement, incident follow-up, and analysis of system data.
- May provide incident leadership, clinical support, or field response when appropriately qualified and operationally necessary.

Clinical Quality, Medical Direction, and Patient Safety, 15%

- Coordinates with the physician Medical Director regarding clinical protocols, standing orders, scope of practice, credentialing, clinical education, case review, and standards of patient care.
- Respects and maintains the distinction between the EMS Director's administrative authority and the Medical Director's clinical authority.
- Establishes and maintains quality assurance and continuous quality improvement programs for patient care, documentation, clinical performance, medication administration, and protocol compliance.
- Reviews clinical and operational performance data to identify trends, adverse events, training needs, and opportunities for improvement.
- Ensures appropriate review and follow-up of patient-care concerns, clinical incidents, medication errors, documentation deficiencies, complaints, and other quality-related matters.
- Coordinates corrective actions involving clinical practice with the Medical Director and appropriate FCAG administrative personnel.
- Ensures patient-care reports and related clinical records are complete, accurate, timely, confidential, and maintained in accordance with applicable requirements.
- Oversees infection-prevention practices, exposure-control procedures, medication accountability, medical equipment readiness, and patient-safety initiatives.
- Promotes a culture of clinical excellence, professional accountability, patient dignity, and continuous learning.

Workforce Leadership and Development, 15%

- Determines workforce requirements and recommends staffing levels, classifications, deployment models, and organizational changes needed to maintain effective countywide service.
- Directs employee recruitment, selection, onboarding, scheduling, retention, development, and succession planning in coordination with the Executive Director and FCAG administrative staff.
- Supervises and evaluates direct reports and ensures that subordinate managers and supervisors consistently administer performance expectations.
- Establishes employee orientation, competency assessment, continuing education, credential monitoring, leadership development, and remedial training programs.
- Ensures employees maintain required licenses, certifications, endorsements, and continuing-education requirements.
- Provides coaching, mentoring, recognition, and professional-development opportunities to strengthen employee performance and organizational capacity.

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- Addresses performance, conduct, attendance, workplace, and personnel concerns promptly and consistently in coordination with the Executive Director and established FCAG procedures.
- Makes recommendations regarding hiring, promotion, discipline, reassignment, and separation within the Director's delegated authority.
- Promotes a professional workplace based on accountability, respect, teamwork, psychological safety, resilience, and ethical conduct.
- Monitors workforce fatigue, occupational stress, injury exposure, retention risks, and employee wellbeing and recommends appropriate mitigation strategies.

Emergency Preparedness and Interagency Coordination, 10%

- Develops and maintains EMS emergency operations, continuity, disaster-response, mass-casualty, mutual-aid, and surge-capacity plans.
- Coordinates EMS activities with Fremont County emergency management, dispatch centers, hospitals, fire departments, law-enforcement agencies, tribal governments, municipalities, state agencies, healthcare providers, air-medical services, and other response partners.
- Represents Fremont County EMS in emergency-planning committees, exercises, incident reviews, coordination meetings, and regional or statewide initiatives.
- Participates in incident command and unified command when assigned or when EMS system leadership is required.
- Establishes procedures for requesting, receiving, deploying, and documenting mutual-aid resources.
- Coordinates planning for special events, severe weather, public-health emergencies, mass-casualty incidents, communications interruptions, and other high-impact events.
- Evaluates exercises and major incidents and ensures that corrective actions and lessons learned are incorporated into plans, training, and operating procedures.
- Maintains effective working relationships and agreements necessary to support coordinated emergency response and patient transportation.

Regulatory Compliance, Risk Management, Data, and Reporting, 10%

- Ensures EMS operations comply with applicable licensing, certification, documentation, privacy, controlled-substance, workplace-safety, vehicle-operation, public-records, and emergency-services requirements.
- Maintains departmental systems for agency licensing, personnel credentialing, inspections, operational records, incident reporting, exposure reporting, and compliance documentation.
- Monitors regulatory and industry changes and advises the Executive Director and Board of requirements or risks that may affect FCAG or Fremont County EMS.
- Coordinates compliance, insurance, claims, workplace-safety, records, and risk-management matters with the Executive Director and appropriate FCAG administrative personnel.
- Establishes performance measures and management dashboards addressing response activity, clinical quality, staffing, unit availability, compliance, service demand, and operational outcomes.
- Ensures the accuracy, integrity, confidentiality, security, and timely submission of required operational and clinical data.
- Prepares reports for the FCAG Board, Executive Director, regulatory agencies, funding entities, partner governments, and other authorized recipients.
- Investigates or directs the investigation of operational incidents, complaints, safety concerns, service failures, and policy violations within delegated authority.
- Develops and implements corrective-action plans and reports material concerns through the appropriate chain of accountability.

Budget Development and Business Office Coordination, 10%

- Develops the EMS operating and capital budget request in coordination with the FCAG Business and Finance Department.

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- Identifies, prioritizes, and justifies staffing, service, equipment, supply, technology, facility, training, and capital needs.
- Monitors budget-to-actual reports, operating expenditures, revenues, grants, contracts, restricted funding, billing performance, and other financial indicators provided by the Business and Finance Department.
- Approves or recommends EMS expenditures within delegated authority and ensures that purchases follow established budget, procurement, contracting, and internal-control procedures.
- Investigates operational causes of material financial variances and develops corrective recommendations in coordination with the Business and Finance Department.
- Ensures field personnel complete accurate and timely patient-care, transport, mileage, supply, and billing documentation required to support claims and revenue collection.
- Works with the Business and Finance Department and any authorized billing service to resolve documentation deficiencies, operational questions, denied-claim causes, and other matters requiring EMS subject-matter expertise.
- Assists with grant development, program budgeting, contract requirements, financial forecasting, rate recommendations, and documentation of service outcomes.
- Provides the operational information necessary for accurate payroll, purchasing, accounts payable, accounts receivable, grant reporting, and financial reporting.
- Recognizes that accounting, accounts receivable, accounts payable, payroll processing, financial reporting, and transaction-level internal controls remain the responsibility of the Business and Finance Department.

Fleet, Facilities, Equipment, and Maintenance Coordination, 5%

- Establishes EMS operational-readiness standards for ambulances, support vehicles, stations, communications systems, medical equipment, medications, and supplies.
- Ensures EMS personnel complete and document required daily vehicle, equipment, medication, and supply inspections.
- Ensures defects, damage, safety concerns, maintenance needs, equipment failures, and out-of-service conditions are reported promptly to the Fleet and Maintenance Department.
- Coordinates unit availability and maintenance scheduling with the Fleet and Maintenance Department to minimize service interruptions and preserve countywide emergency coverage.
- Provides vehicle utilization, mileage, condition, mission requirements, service-demand projections, and operational priorities needed for maintenance and capital planning.
- Communicates EMS facility needs, security concerns, station deficiencies, and operational impacts to the Fleet and Maintenance Department.
- Oversees the operational readiness and appropriate use of EMS-specific medical equipment, medications, controlled supplies, and consumable inventory.
- Participates in the development of ambulance, equipment, station, and facility specifications by providing operational and clinical requirements.
- Supports capital planning by identifying service needs and operational priorities, while recognizing that maintenance administration, technical inspections, repair records, lifecycle planning, and vehicle replacement scheduling remain the responsibility of the Fleet and Maintenance Department.

EDUCATION & EXPERIENCE

Minimum Qualifications

- Bachelor's degree from an accredited college or university in emergency medical services, healthcare administration, public administration, business administration, public safety, emergency management, organizational leadership, or a closely related field.
- Seven years of progressively responsible professional experience in emergency medical services, including at least three years in a formal management or senior supervisory capacity.

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- Demonstrated management experience involving emergency operations, personnel supervision, workforce scheduling, clinical-quality systems, regulatory compliance, budget development, policy implementation, and organizational performance.
- Experience directing personnel through subordinate managers, supervisors, team leaders, or comparable operational leadership positions.
- Experience working with physician medical direction, hospitals, emergency communications, fire service, law enforcement, emergency management, and other public-safety or healthcare partners.
- Experience preparing executive reports, presenting recommendations, and communicating operational or financial information to governing boards, elected officials, executive administrators, or comparable decision-making bodies.

Equivalent Qualifications
An equivalent combination of relevant education, executive or command-level professional development, and progressively responsible EMS leadership experience may be considered when the applicant demonstrates the knowledge, judgment, and administrative capability necessary to perform the position's essential functions. Any equivalency must be approved through FCAG's established classification and selection process and does not waive required licenses, certifications, or statutory qualifications.

Preferred Qualifications
- Master's degree in emergency medical services, healthcare administration, public administration, business administration, public safety, emergency management, organizational leadership, or a related field.
- Current National Registry Paramedic certification and eligibility for, or possession of, Wyoming Paramedic licensure.
- Ten or more years of progressively responsible EMS experience, including five or more years in an EMS management, command, or executive leadership position.
- Leadership experience in a countywide, regional, rural, multi-jurisdictional, or multi-station ambulance system.
- Experience leading organizational consolidation, regionalization, service transition, system redesign, or significant operational change.
- Experience in a governmental, special-district, joint-powers, nonprofit, or other publicly accountable EMS organization.
- Experience coordinating departmental operations with centralized finance, human resources, procurement, information technology, fleet maintenance, and facilities functions.
- Experience with governmental budget development, grants, restricted revenues, contracts, procurement, operational revenue-cycle oversight, and capital-needs planning.
- Experience developing or administering quality assurance, continuous quality improvement, employee competency, emergency preparedness, and compliance programs.
- Completion of recognized EMS executive or command-development programs.

KNOWLEDGE & SKILLS

Required Knowledge
- Comprehensive knowledge of emergency medical services administration, ambulance operations, deployment, communications, response coordination, patient transportation, mutual aid, and continuity of operations.
- Knowledge of executive and public-sector management principles, including strategic planning, organizational structure, delegation, performance management, policy implementation, governmental accountability, and governing-board relations.
- Knowledge of the respective authorities and responsibilities of a governing board, executive administration, physician medical direction, departmental leadership, subordinate supervisors, and field personnel.

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- Knowledge of EMS clinical-governance systems, including medical direction, protocols, credentialing, quality assurance, continuous quality improvement, patient safety, documentation review, infection prevention, medication accountability, and corrective action.
- Knowledge of applicable federal, state, and local requirements governing emergency medical services, ambulance operations, personnel licensing and certification, patient records, privacy, controlled substances, occupational safety, emergency vehicles, public records, and workplace practices.
- Knowledge of workforce planning, recruitment, scheduling, employee development, competency assessment, performance evaluation, corrective action, succession planning, fatigue management, employee wellbeing, and retention practices.
- Knowledge of emergency management, the Incident Command System, the National Incident Management System, disaster response, mass-casualty operations, severe-weather planning, mutual aid, and interagency coordination.
- Working knowledge of governmental budgeting, procurement, contracting, grants, restricted funds, internal controls, financial reporting, and revenue-cycle operations sufficient to develop budgets, evaluate performance, identify variances, and collaborate effectively with the Business and Finance Department.
- Working knowledge of patient-care and billing documentation requirements sufficient to identify operational deficiencies, improve documentation quality, and support accurate and timely claims processing.
- Working knowledge of ambulance and support-vehicle readiness, vehicle inspection practices, medical equipment, station operations, maintenance coordination, unit availability, lifecycle considerations, and capital-needs planning sufficient to collaborate effectively with the Fleet and Maintenance Department.
- Knowledge of data governance, records management, performance measurement, operational analytics, cybersecurity awareness, and the appropriate handling of confidential, clinical, personnel, and organizational information.
- Knowledge of Fremont County's governmental, geographic, rural, cultural, tribal, healthcare, and emergency-response environment, or the ability to acquire that knowledge promptly.

Required Skills and Abilities

- Ability to provide executive leadership for a complex, geographically dispersed, countywide emergency medical service.
- Ability to translate Board policy, budget decisions, service expectations, and strategic priorities into clear operating plans, procedures, performance measures, and assigned responsibilities.
- Ability to maintain appropriate reporting relationships with the FCAG Board and Executive Director while preserving clear operational authority and administrative accountability.
- Ability to keep the Executive Director fully and timely informed of significant operational conditions, personnel matters, compliance concerns, financial variances, emergency events, and organizational risks.
- Ability to prepare accurate, concise, and decision-focused reports and recommendations for the FCAG Board, Executive Director, regulatory agencies, partner governments, and other authorized recipients.
- Ability to lead through subordinate managers and supervisors, delegate authority appropriately, establish accountability, evaluate performance, and ensure consistent execution across multiple stations and work groups.
- Ability to plan staffing, deployment, scheduling, and operational coverage to maintain reliable 24-hour emergency response and ambulance transportation.
- Ability to evaluate clinical, operational, workforce, financial, and compliance data; identify trends and risks; determine root causes; and implement or recommend corrective action.
- Ability to work effectively with the physician Medical Director while maintaining the distinction between administrative authority and clinical authority.
- Ability to collaborate with the Business and Finance Department on budget development, financial monitoring, purchasing, grants, contracts, documentation deficiencies, and operational matters

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affecting the revenue cycle without assuming transaction-processing responsibilities assigned to that department.
- Ability to collaborate with the Fleet and Maintenance Department regarding unit readiness, maintenance scheduling, service interruptions, vehicle utilization, operational specifications, facility needs, and capital priorities without assuming technical maintenance or fleet-replacement responsibilities assigned to that department.
- Ability to interpret and apply complex statutes, regulations, protocols, policies, contracts, standards, and administrative requirements.
- Ability to develop clear policies, procedures, operating guidelines, emergency plans, performance standards, reports, correspondence, and presentations.
- Ability to make timely, defensible decisions under emergency, uncertain, politically sensitive, emotionally difficult, or resource-constrained conditions.
- Ability to communicate clearly and professionally with Board members, elected officials, employees, patients, families, tribal governments, municipalities, Fremont County, healthcare providers, emergency-response agencies, vendors, the media, and the public.
- Ability to establish productive intergovernmental and interagency relationships; negotiate operational solutions; resolve conflict; and build consensus among parties with differing priorities.
- Ability to handle complaints, sensitive personnel matters, clinical concerns, investigations, and confidential information with discretion, fairness, professionalism, and appropriate documentation.
- Ability to promote an organizational culture based on patient safety, public service, accountability, ethical conduct, teamwork, respect, continuous improvement, and responsible stewardship.
- Ability to communicate and work effectively with individuals from differing cultural, socioeconomic, professional, and educational backgrounds.
- Proficiency in electronic patient-care reporting, scheduling, records management, performance dashboards, office productivity, financial reporting, fleet information, inventory, and secure communications systems.
- Skill in written communication, public speaking, presentation, facilitation, negotiation, conflict resolution, coaching, and collaborative problem-solving

PHYSICAL & ENVIRONMENTAL REQUIREMENTS

Physical & Environmental Requirements

- Work is performed in administrative offices, EMS stations, hospitals, ambulances, public meeting facilities, emergency scenes, and outdoor environments throughout Fremont County.
- The position requires frequent travel between EMS stations, FCAG facilities, hospitals, partner agencies, governmental offices, training locations, and emergency-response sites. The employee must be able to operate a motor vehicle safely under varying road, traffic, and weather conditions.
- Administrative work regularly requires sitting, standing, walking, speaking, hearing, reading, reviewing detailed information, using a computer, operating communications equipment, and participating in meetings for extended periods.
- The position periodically requires bending, reaching, climbing stairs, moving through confined or uneven areas, and carrying records, communications equipment, medical supplies, or other work materials.
- The Director must be able to communicate effectively in person, by telephone, through radio communications, and through electronic systems, including in noisy, stressful, or rapidly changing environments.
- Work may involve exposure to blood, bodily fluids, communicable diseases, medications, cleaning agents, hazardous materials, traumatic injuries, death, emotional distress, hostile or unpredictable behavior, traffic hazards, sirens, vibration, smoke, fumes, temperature extremes, severe weather, high altitude, uneven terrain, and other conditions associated with emergency response.
- The employee must use required personal protective equipment and comply with applicable infection-control, exposure-control, occupational-safety, and emergency-scene procedures.

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- If assigned to provide field response or direct patient care, the Director may be required to enter or exit emergency vehicles, work in restricted spaces, kneel, crouch, maintain balance on uneven surfaces, assist with patient movement, and lift, carry, push, or pull patients, equipment, or supplies using approved team-lifting practices and mechanical-assistance devices.
- Any clinical or field-response assignment must be consistent with the Director's current licensure, certification, competency, medical authorization, and physical ability. Routine ambulance staffing is not a principal function of the position unless specifically assigned or authorized by FCAG.
- The position requires the ability to remain composed, exercise sound judgment, process complex information, and communicate effectively during emergencies, traumatic incidents, personnel matters, public controversy, and other high-stress situations.
- Work hours may include early mornings, evenings, nights, weekends, holidays, emergency call-backs, extended incidents, public meetings, and travel outside normal business hours.
- The Director must participate in an established executive on-call structure and remain reasonably available for consultation or response concerning significant EMS incidents, service disruptions, staffing emergencies, compliance concerns, and other matters requiring executive attention.
- Reasonable accommodations may be provided to enable a qualified individual to perform the essential functions of the position. Before adoption, FCAG should validate any specific lifting threshold, response-time requirement, or functional testing standard through a job-specific analysis of the duties FCAG intends the EMS Director to perform.

POSITION COMPETENCIES

The EMS Director is expected to demonstrate the following competencies at the Advanced proficiency level:

- Ethics and Integrity
- Accountability and Reliability
- Communication
- Judgment and Decision-Making
- Safety, Security, and Risk Awareness
- Strategic Direction
- Governance and Board Relations
- Financial Stewardship
- Performance Leadership
- Crisis and Continuity Leadership
- Service Delivery and Coordination
- Quality Management and Assurance
- Compliance Monitoring and Corrective Action

Advanced proficiency means the employee independently handles complex situations, improves organizational practices, anticipates consequences, coordinates across functions, and coaches or influences others. Competency performance shall be evaluated through observable behavior and position-related evidence, including organizational outcomes, service and quality measures, financial performance, regulatory results, work products, incident reviews, stakeholder feedback, and documented follow-through.

Licenses, clinical credentials, statutory responsibilities, medical-direction requirements, and other specialized qualifications should remain separate from the competency profile and be validated through a position-specific job analysis. This follows federal guidance that employment competencies and selection standards should be demonstrably related to the position's actual duties.

OTHER REQUIREMENTS

- Must possess and maintain a valid driver's license and remain eligible to operate FCAG vehicles in accordance with applicable law and FCAG policy.

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- Must successfully complete any background investigation, reference verification, driving-record review, or other preemployment screening required by law or FCAG policy.
- Must maintain all licenses, certifications, registrations, and continuing-education requirements assigned to the position or necessary to perform its authorized duties.
- Must remain knowledgeable of and comply with applicable federal and state requirements, FCAG policies, medical-direction requirements, service protocols, mutual-aid agreements, and other standards governing the delivery of emergency medical services.
- Must complete National Incident Management System and Incident Command System training designated by FCAG for the position's emergency-management and incident-command responsibilities.
- Must be available for emergency consultation, incident coordination, service-continuity decisions, and other time-sensitive responsibilities outside normal business hours, consistent with the position's executive responsibilities and FCAG policy.
- Must be able to respond to operational locations, incident scenes, governmental meetings, partner facilities, and other work locations throughout the service area when required.
- Must attend evening meetings, public meetings, training activities, emergency exercises, and occasional overnight or out-of-area travel as necessary.
- Must protect confidential, privileged, personnel, medical, financial, security-sensitive, and other protected information obtained through the position.
- Must immediately report any suspension, restriction, expiration, investigation, or other change affecting a required license, certification, driving privilege, professional standing, or ability to perform the position's essential functions.
- Must perform duties during declared emergencies, major incidents, service disruptions, severe weather events, or continuity activations as assigned and within the authority of the position.
- Must comply with FCAG policies concerning ethics, conflicts of interest, workplace conduct, safety, information security, substance use, vehicle operation, and use of public resources.
- Performs other duties that are reasonably related to the position's executive, administrative, emergency-service, or continuity responsibilities and that are assigned within lawful authority. Additional assignments shall not materially alter the position's essential functions, reporting relationships, classification, or required qualifications without appropriate position review.

DOCUMENT CONTROL	
VERSION	1.0
BOARD APPROVAL	Click or tap to enter a date.
CONTROL REPOSITORY	FCAG SharePoint > Human Resources
PREPARED BY	Executive Director
EFFECTIVE DATE	Click or tap to enter a date.
SUPERCEDE	New Position

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EMS DIRECTOR
Fremont County EMS
Fremont County Association of Governments (FCAG)
Riverton, Wyoming

Position Type: Full-Time, Exempt
Classification: Department and Division Leadership
Position ID: 4101
Pay Grade: 5
Compensation: $114,998.00 - $137,982.00
Benefits:

- **Wyoming Retirement System (WRS)** participation, with employer and employee contributions at the applicable WRS rates.
- **Employer-sponsored medical insurance** (Blue Cross Blue Shield ($500 Deductible))
    - **Employee Assistance Program** (EAP, LifeSolutions)
    - **MD Live**
- **Dental insurance** (Delta Dental)
- **Vision insurance** (VSP)
- **Employer-sponsored life insurance** (Dearborne $10,000 per employee)
- **Short-term and long-term disability insurance** (Aflac)
- **Paid vacation leave**, beginning at 15 days annually and increasing with service:
    - 0 to 1 year: 15 days
    - 1 to 5 years: 17 days
    - 5 to 10 years: 19 days
    - 10+ years: 22 days
- **Paid sick leave**, accruing at 2 hours per pay period.
- **10 paid holidays**, consisting of nine designated holidays plus one employee-selected floating holiday.
- **Paid bereavement leave**, up to 3 days for qualifying immediate-family deaths.
- **Tuition reimbursement** for approved job-related education and professional development, subject to eligibility, approval, and available funding.

Application Deadline: [Insert Deadline or "Open Until Filled"]
Anticipated Start Date: [Insert, if applicable]

Lead the Future of Emergency Medical Services in Fremont County
The Fremont County Association of Governments is seeking an experienced, forward-thinking EMS professional to serve as EMS Director for Fremont County EMS.

This is an executive leadership position responsible for the overall administration, performance, readiness, and continuous improvement of a countywide public emergency medical service.

The EMS Director will lead emergency response and ambulance operations, workforce development, clinical quality systems, emergency preparedness, regulatory compliance, interagency coordination, budgeting, performance management, and organizational improvement.

The successful candidate will be expected to combine strong operational EMS experience with executive-level leadership, sound judgment, public-sector accountability, and the ability to build productive relationships across a complex rural and multi-jurisdictional emergency response system.

The Position

The EMS Director serves as the senior operational leader of Fremont County EMS and is responsible for planning, organizing, directing, evaluating, and continuously improving countywide emergency medical response and ambulance transportation services. The Director leads deployment and staffing strategy, workforce development, clinical quality and patient-safety systems, emergency preparedness, regulatory compliance, interagency coordination, departmental budgeting, performance management, and organizational improvement.

The Director is operationally accountable to the FCAG Board acting collectively through authorized Board action and reports to the FCAG Executive Director for organizational and administrative oversight. Within established Board policy and delegated authority, the Director is responsible for the day-to-day leadership and performance of Fremont County EMS, including establishing operational expectations, monitoring system performance, advising executive leadership regarding emerging risks and resource needs, and maintaining productive relationships with governmental, healthcare, public-safety, and community partners.

The Director participates as a member of FCAG's executive leadership team and is expected to lead through subordinate managers and supervisors, establish clear authority and accountability, develop organizational leaders, and promote a culture centered on patient safety, professionalism, public service, teamwork, ethical conduct, and continuous improvement.

This position is primarily an executive and administrative leadership role. The Director may provide incident leadership, clinical support, or field response when appropriately qualified and operationally necessary, but routine ambulance staffing is not a principal function of the position unless specifically authorized or assigned by FCAG.

Key Leadership Responsibilities

The EMS Director will:

- Develop deployment plans, staffing models, scheduling standards, response protocols, operating procedures, and performance expectations necessary to maintain reliable emergency response and system coverage.
- Monitor response times, call volume, unit utilization, transport activity, staffing, service demand, unit availability, clinical performance, and other system indicators.
- Advise the FCAG Board and Executive Director regarding EMS operations, emerging risks, staffing needs, service demands, regulatory requirements, financial conditions, capital needs, and opportunities for improvement.
- Prepare and present accurate, decision-focused reports and recommendations to the FCAG Board, Executive Director, regulatory agencies, partner governments, and other authorized entities.

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- Work collaboratively with the physician Medical Director on clinical protocols, credentialing, quality assurance, continuous quality improvement, patient safety, clinical education, documentation review, and standards of patient care.
- Direct workforce planning, recruitment, onboarding, scheduling, performance management, employee development, credential monitoring, succession planning, and retention initiatives.
- Develop and maintain emergency operations, continuity, disaster response, mass-casualty, mutual-aid, severe-weather, and surge-capacity plans.
- Coordinate EMS activities with emergency management, dispatch centers, hospitals, fire departments, law enforcement, tribal governments, municipalities, state agencies, healthcare providers, air-medical services, and other emergency response partners.
- Ensure compliance with applicable licensing, certification, privacy, documentation, controlled-substance, workplace-safety, emergency vehicle, public-records, and emergency-services requirements.
- Establish departmental performance measures and management systems addressing service delivery, clinical quality, staffing, unit availability, compliance, operational readiness, and organizational outcomes.
- Develop EMS operating and capital budget requests in coordination with FCAG's Business and Finance Department and monitor operational and financial performance.
- Coordinate ambulance, equipment, communications, facility, and resource readiness with FCAG's Fleet and Maintenance Department.
- Investigate or direct the investigation of operational incidents, complaints, safety concerns, service failures, and policy violations within delegated authority and ensure appropriate corrective action.
- Represent Fremont County EMS professionally before governmental entities, partner agencies, employees, patients, families, community organizations, the media, and the public.

Minimum Qualifications
Applicants should possess:

Education
A bachelor's degree from an accredited college or university in emergency medical services, healthcare administration, public administration, business administration, public safety, emergency management, organizational leadership, or a closely related field; or an equivalent combination of relevant education, executive or command-level professional development, and progressively responsible EMS leadership experience sufficient to demonstrate the knowledge, judgment, leadership, and administrative capability necessary to perform the essential functions of the position.

Equivalent qualifications do not waive any license, certification, registration, or statutory requirement applicable to duties assigned to the position.

Experience
At least seven years of progressively responsible professional experience in emergency medical services, including at least three years in a formal management or senior supervisory capacity.

Candidates must demonstrate professional experience involving:
- Emergency operations and ambulance service administration
- Personnel supervision and workforce scheduling
- Clinical quality and performance systems

- Regulatory compliance
- Budget development and financial oversight
- Policy implementation
- Organizational performance and accountability
- Leadership through subordinate managers, supervisors, team leaders, or comparable operational leadership positions
- Coordination with physician medical direction, hospitals, emergency communications, fire service, law enforcement, emergency management, and other healthcare or public-safety partners
- Preparation and presentation of executive reports and recommendations to governing boards, elected officials, executive administrators, or comparable decision-making bodies

Preferred Qualifications
Highly competitive candidates possess one or more of the following:

- Master's degree in emergency medical services, healthcare administration, public administration, business administration, public safety, emergency management, organizational leadership, or a related field
- Current National Registry Paramedic certification and eligibility for, or possession of, Wyoming Paramedic licensure
- Ten or more years of progressively responsible EMS experience
- Five or more years in an EMS management, command, or executive leadership position
- Leadership experience in a countywide, regional, rural, multi-jurisdictional, or multi-station ambulance system
- Experience leading organizational consolidation, regionalization, service transition, system redesign, or significant operational change
- Experience working within a governmental, special-district, joint-powers, nonprofit, or other publicly accountable EMS organization
- Experience coordinating departmental operations with centralized finance, human resources, procurement, information technology, fleet maintenance, and facilities functions
- Experience with governmental budgeting, grants, restricted revenues, contracts, procurement, operational revenue-cycle oversight, and capital planning
- Experience developing or administering quality assurance, continuous quality improvement, employee competency, emergency preparedness, and regulatory compliance programs
- Completion of recognized EMS executive or command-development programs

The Successful Candidate
FCAG is seeking more than an experienced clinician or field supervisor. The successful candidate must be capable of providing executive leadership to a complex countywide EMS organization.

The ideal candidate will demonstrate advanced ability in:

Strategic Leadership: Translating Board policy, budgets, service expectations, and organizational priorities into effective operational plans and measurable results.

Operational Leadership: Maintaining reliable emergency response, staffing, deployment, scheduling, system coverage, and continuity of operations.

People Leadership: Developing leaders, establishing accountability, addressing performance issues, supporting employee development, and building a professional organizational culture.

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Clinical Quality: Working effectively with physician medical direction while supporting strong quality assurance, patient safety, documentation, credentialing, and continuous improvement systems.

Public-Sector Accountability: Working effectively with governing boards, executive administration, elected officials, governmental partners, and the public.

Financial Stewardship: Understanding governmental budgeting, procurement, contracts, grants, financial performance, capital planning, and operational revenue-cycle considerations.

Emergency Leadership: Exercising sound judgment during major incidents, severe weather, staffing emergencies, service disruptions, public controversy, and other high-pressure circumstances.

Collaboration: Building productive relationships among governmental entities, tribal governments, municipalities, healthcare organizations, public-safety agencies, employees, and community partners.

Other Requirements
The selected candidate must:

- Possess and maintain a valid driver's license and remain eligible to operate FCAG vehicles in accordance with applicable law and FCAG policy.
- Successfully complete required pre-employment screening, which may include background investigation, reference verification, and driving-record review.
- Maintain all licenses, certifications, registrations, and continuing-education requirements assigned to the position or necessary for authorized duties.
- Maintain knowledge of and compliance with applicable federal and state requirements, FCAG policies, medical-direction requirements, service protocols, mutual-aid agreements, and other standards governing emergency medical services.
- Complete National Incident Management System and Incident Command System training designated by FCAG for the position.
- Participate in an executive on-call structure and remain reasonably available for consultation or response concerning significant EMS incidents, service disruptions, staffing emergencies, compliance concerns, and other matters requiring executive attention.
- Be available for occasional early mornings, evenings, nights, weekends, holidays, emergency call-backs, extended incidents, public meetings, and travel outside normal business hours.

The position requires regular travel throughout Fremont County and work in administrative offices, EMS stations, hospitals, governmental facilities, public meetings, emergency scenes, and other environments associated with emergency medical services.

Reasonable accommodations will be provided to enable qualified individuals to perform the essential functions of the position.

How to Apply
Applicants should submit:

1. A completed FCAG employment application
2. A current resume

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3. A cover letter describing the applicant's EMS leadership experience and interest in serving as Fremont County EMS Director
4. [Insert additional required materials, if any]

Application materials must be submitted to:
Fremont County Association of Governments
2554 Airport Road
Riverton, Wyoming 82501

Email: [Insert Application Email]
Application Deadline: [Insert Deadline or "Open Until Filled"]

Applicants selected for further consideration may be asked to participate in additional interviews, professional reference reviews, background screening, leadership assessments, or other job-related selection processes.

About FCAG
The Fremont County Association of Governments (FCAG) is built on a simple principle: the communities of Fremont County are stronger when local governments and public-service partners work together to address regional needs that cross jurisdictional boundaries.

FCAG provides organizational leadership, administrative capacity, and coordinated support for regional public services and programs serving Fremont County. Its role is to help build sustainable systems that preserve public accountability while allowing communities, governmental entities, and partner organizations to work together effectively.

Fremont County EMS operates within FCAG's organizational structure. The EMS Director will serve as a member of FCAG's executive leadership team while providing dedicated executive and operational leadership to the countywide EMS system. The Director will work closely with the FCAG Board, Executive Director, partner governments, healthcare organizations, public-safety agencies, employees, and community partners.

FCAG is committed to professional public service, organizational accountability, responsible stewardship of public resources, intergovernmental cooperation, and the delivery of safe, reliable, and responsive services to the communities of Fremont County.

Veterans' Preference
Fremont County Association of Governments provides veterans' preference in accordance with applicable law. Eligible veterans and surviving spouses will receive preference in initial employment as provided by Wyoming Statute § 19-14-102.

Applicants claiming veterans' preference may be required to provide documentation sufficient to establish eligibility.

Equal Opportunity Employer
Fremont County Association of Governments is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, including pregnancy and related conditions, sexual orientation, transgender status, national origin, age 40 or older, disability, genetic information, protected veteran status, or any other status

protected by applicable federal, state, or local law. FCAG prohibits retaliation against any applicant or employee for exercising rights protected by applicable equal employment opportunity laws.

FCAG will provide reasonable accommodations to qualified individuals with disabilities during the application and selection process, as required by law. Applicants who require a reasonable accommodation to participate in the application process may contact FCAG for assistance.

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FREMONT COUNTY ASSOCIATION OF GOVERNMENTS

A JOINT POWERS BOARD • FREMONT COUNTY, WYOMING

Wind River Transportation Authority • Project Independence

BOARD AGENDA ITEM REPORT

Subject	**EMS Fleet Capital Planning**		
Meeting Date	October 22, 2026	**Agenda Item No.**	**VI.a.iv**
Meeting Type	☒ Regular ☐ Special ☐ Work Session		
Agenda Section	☐ Consent Agenda ☒ Unfinished Business ☐ New Business ☐ Reports and Updates ☐ Public Hearing		
Nature of Action	☐ Motion ☐ Resolution ☐ Agreement / Contract ☐ Direction to Staff ☒ Information Only		
Program Area	☐ FCAG Administration ☐ WRTA ☐ Project Independence (CSBG) ☒ Regional EMS		
Strategic Plan Alignment	☐ Yes - Goal / Objective: not specified ☒ No (Regular Business)		
Submitted By	Tim Nichols, Executive Director (draft prepared for review)	**Presented By**	Tim Nichols, Executive Director (proposed)
Attachments	☒ Yes - proposed documents in Section X; packet assembly pending		

I. EXECUTIVE SUMMARY

FCAG has developed a preliminary capital modernization model for the countywide emergency medical services fleet using Fremont County's capital asset register, RASEC planning materials, and a working FY2027 Mineral Royalty Grant (MRG) application. The plan distinguishes a potential ambulance funded through the Rural Health Transformation Program (RHTP) from additional ambulance replacement purchases. The present grant application expressly states "WORKING COPY - NOT FOR SUBMISSION"; there is no verified final funding commitment or procurement award.

II. BACKGROUND AND PRIOR BOARD ACTIONS

The FCAG Board adopted the EMS transition plan on August 27, 2026. The September meeting discussed the potential RHTP award and required capital priorities. The County retains ownership of the existing fleet under the current service arrangement. No fleet replacement contract or MRG application approval was established by these earlier Board discussions.

Date	Meeting / Body	Discussion or Action Taken
08/27/2026	FCAG Board	Adopted EMS transition plan; no specific ambulance fleet purchase thereby authorized.
10/15/2026	FCAG Administration	Updated working EMS fleet capital plan and draft MRG application.

III. STATEMENT OF ISSUE *Why this item is before the Board*

The Board needs a defensible fleet replacement strategy that integrates vehicle condition, service coverage, asset control, future funding, and independent procurement requirements before obligating local or grant funds.

IV. LEGAL AND POLICY AUTHORITY

Legal Review	☐ Reviewed by FCAG Counsel ☐ Review Pending ☒ Not Required

FCAG adopted EMS Transition Plan, proposed MRG rules, applicable procurement policy and grant restrictions. Draft MRG documents and anticipated award funding are not presently purchasing authorization.

V. FISCAL IMPACT

Fiscal Impact	☐ None ☐ Within Adopted Budget ☐ Budget Amendment Required ☐ Revenue to FCAG (Budget status to verify)		
Amount	Planning estimates; no authorization	**Fiscal Year**	FY2027
Funding Source(s)	Proposed RHTP and MRG funding; uncommitted portions remain pending		
Budget Line / Account	Not verified / enter final chart of accounts	**Local Match Required**	☐ Yes ☐ No Proposed future MRG 50% local share, not committed

The October 15 working model estimates one equipped ALS ambulance at $446,770 in 2026 planning dollars. The FY2027 MRG draft models two units totaling $938,217, with $469,109 proposed MRG funding and $469,108 proposed local match. These are preliminary estimates, not actual bids or verified available funds.

VI. ALTERNATIVES AVAILABLE TO THE BOARD

Alternative	Effect of Board Selecting This Alternative
1. Approve as recommended	Receives preliminary fleet plan; maintains separate later purchase authority.
2. Approve with modifications	Requests alternative replacement priorities and funding scenarios.
3. Deny or take no action	No new authority or approval; routine item remains pending or is received without vote.
4. Table or continue to a date certain	Allows verification of missing materials and renewal of consideration at a properly noticed meeting; may affect schedules.

VII. ACTION REQUESTED

Receive a progress briefing on the proposed capital strategy. Direct staff to complete vehicle condition and ownership verification, obtain current quotes, document matching funds, and return the completed grant and procurement package for future Board consideration.

VIII. PROPOSED MOTION

BOARD MEMBER: No grant-submission or vehicle-purchase motion is proposed at this meeting. Any subsequent MRG resolution should identify the final project amount, available match, ownership and grant eligibility conditions.

(Second required if a motion is made.) Chair: “It has been moved and seconded. Is there any discussion?”
Vote: ☐ Majority of quorum present ☐ Other: verify applicable Bylaws.

IX. EXECUTIVE DIRECTOR’S RECOMMENDATION

Develop a measured multiyear fleet plan based on mileage, age, repair history, downtime, lifecycle cost, geographic coverage and actual operational readiness. Keep separate grant funding streams and their capital assets auditable. Final packet verification: Obtain formal County commitment for any use of EMS sales-tax proceeds as match, verified fleet ownership and condition, County-FCAG asset documentation, vendor price quotations, program deadlines and counsel’s review of FCAG eligibility and authority.

X. ATTACHMENTS

Attachment A	FCAG_EMS_Fleet_Capital_Plan_and_MRG_Analysis.xlsx
Attachment B	FCAG_FY27_MRG_Application_Working_Copy.docx (DRAFT)

AGENDA ROUTING AND APPROVAL *Completed before the item is placed on the agenda*

Review	Name	Signature / Initials	Date
Prepared By	Travis Scadden	Pending	10/19/2026
Fiscal Review (Business Manager)	Jesse Grosinger (pending)	Pending	Pending
Legal Review (if required)	N/A	N/A	N/A
Approved for Agenda (Executive Director)	Executive Director	TN	10/19/2026

RECORD OF BOARD ACTION *For Board Secretary use only*

Action Taken	☐ Approved as Presented ☐ Approved as Amended ☐ Denied ☐ Received / Information Only ☐ Tabled or Continued to: Date		
Motion By	Board member	**Seconded By**	Board member
Vote	Ayes: # Nays: # Abstain: # Absent: #		
Resolution / Minutes Ref.	No. / page	**Recorded By / Date**	Name, date

This report and its attachments are part of the public meeting packet and are public records under the Wyoming Public Records Act unless a specific exemption applies.

FCAG Regional EMS Fleet: Five-Year Capital Plan & MRG Award Analysis

Prepared October 2026 for the Fremont County Association of Governments (FCAG). Working draft; not a board-adopted budget.

Purpose	Supports Deliverables B (Five-Year EMS Fleet Capital Replacement Plan) and C (Historical MRG Award and Statistical Analysis) of the FCAG SLIB Mineral Royalty Grant strategy.
How to use	Change only the blue cells on the Assumptions sheet (and the yellow data-pending columns on Fleet_Inventory). Every other number is a formula and recalculates.
Color key	Blue text = hard-coded input. Black = formula. Green = link to another sheet. Yellow fill = key assumption or data FCAG must supply. Orange fill = item requiring confirmation before submission.
Evidence labels	VERIFIED = taken from a cited primary or official record. ASSUMPTION = planning assumption chosen by the preparer, with basis stated. CALCULATED = arithmetic on the above. CONFIRM = must be confirmed before it is relied on.
Biggest data gap	No mileage, engine hours, repair history, or downtime records for the County-owned ambulances were found in FCAG SharePoint or e-mail. The draft EMS Stabilization and Transition Agreement (Exhibit E) requires Priority/Frontier to deliver a fleet inventory, condition and maintenance status within 30 days of the October 1, 2026 effective date. The Fleet_Inventory priority score is provisional (age and book value only) until those fields are filled.
Ownership caution	All existing ambulances are owned by Fremont County (Ambulance Fund 4012). Nothing in this workbook assumes they have been conveyed to FCAG. Resolution 2026-21 reserves any conveyance to later definitive agreements.
Sheets	Assumptions | Fleet_Inventory | Unit_Cost | Five_Year_Plan | Scenarios | MRG_Dataset | Statistics | Sources

Assumptions & Inputs

All monetary inputs in 2026 dollars unless stated. Change blue cells only.

Input	Value	Unit	Evidence	Basis / source
Planning base year	2026	year	ASSUMPTION	*Prices below are expressed in calendar-2026 dollars.*
Annual price escalation (ambulances & equipment)	5.0%	%/yr	ASSUMPTION	*Mid-range planning escalator. New Orleans EMS 2027-2031 CIP shows ~10%/yr growth in its ambulance line; FCAG's RASEC capital tool used 4%. Test 3%-8% on Scenarios.*
FCAG 2023 actual: 2023 Chevy Arrow ambulance (MS-8)	$253,485	$	VERIFIED	*Fremont County Ambulance Fund capital asset register, asset 103721.001, in service 07/01/2023.*
2026 quote point: Type I Ford F-550 4x4 (Sourcewell)	$393,721	$	VERIFIED	*Plainsboro, NJ authorization, April 2026, Sourcewell #122123-PLC (citizenportal.ai).*
2026 quote point: Type I Ford/Horton, per unit	$411,046	$	VERIFIED	*Rowlett, TX, Feb 17 2026: two units not to exceed $822,092 (Sourcewell); per-unit = half.*
Planning vehicle price, new Type I 4x4 (rounded)	$366,000	$	CALCULATED	*Average of the three points above, FCAG 2023 actual escalated to 2026. Replace with a written vendor quote before submission (CONFIRM).*
Power cot + stair chair	$18,117	$	VERIFIED (FCAG plan)	*RASEC Ambulance Capital Budgeting-Depreciation Tool (5-20-2026): =16722+1395.*
Mobile data terminal	$1,453	$	VERIFIED (FCAG plan)	*RASEC capital tool.*
ePCR computer / tablet	$1,300	$	VERIFIED (FCAG plan)	*RASEC capital tool.*
Vehicle radio	$5,300	$	VERIFIED (FCAG plan)	*RASEC capital tool.*
Handheld radios (2)	$3,500	$	VERIFIED (FCAG plan)	*RASEC capital tool.*
Mechanical CPR device	$13,600	$	VERIFIED (FCAG plan)	*RASEC capital tool.*
Cardiac monitor / defibrillator	$30,000	$	VERIFIED (FCAG plan)	*RASEC capital tool. Likely understated for a current 12-lead monitor; obtain quote (CONFIRM).*
Delivery, inspection, graphics, registration	$7,500	$/unit	ASSUMPTION	*Allowance; replace with vendor quote.*
Wyoming sales/use tax on unit	-	$/unit	CONFIRM	*Sales to governmental entities are generally exempt; confirm JPB status with WY Dept. of Revenue.*
Remount cost as % of new vehicle price	65.0%	%	ASSUMPTION	*New Orleans EMS CIP: remounting costs ~35% less than a new ambulance.*
Equipment refresh on a remount (% of package)	50.0%	%	ASSUMPTION	*Assumes half the loadout is replaced at remount.*
MRG grant share requested	50.0%	%	VERIFIED (cap)	*Base presumption is 50% of eligible cost; >50% (max 75%) only if Chapter 3 §5(c) / W.S. 9-4-604(g)(ii),(h)(ii) tests are met. FCAG is a JPB; which test applies is unconfirmed (CONFIRM with OSLI).*
RHTP Initiative 1.2 ambulance acquisition line	$500,000	$	VERIFIED (draft)	*WDH draft SOW, Attachment A, Budget item B: purchase/remount contracts due 12/31/2026. Draft agreement reflects $2.0M total vs. $2.2M expected.*
EMS capital replacement reserve in RASEC model	$774,830	$/yr	VERIFIED (plan)	*RASEC Service Delivery Model Evaluation Report (June 2026); carried in FCAG RASEC EMS Sustainability Plan (~$0.77M/yr).*
Dedicated EMS sales-tax allocation (54% of 0.75%)	$3,523,500	$/yr	VERIFIED (plan)	*FCAG RASEC EMS Sustainability Plan: ~$3.5235M/yr from Jan 1 2027; flows to Fremont County; tax resubmitted to voters 2030.*
MRG appropriation 2027-2028 biennium	$30,237,674	$	VERIFIED	*LSO Countywide Consensus Funding white paper (Apr 2026), Table 3; also OSLI 2027-28 budget request.*
Portion contingent on coal lease bonus	$11,200,000	$	VERIFIED	*Same LSO table footnote: presumes $11.2M coal lease bonus not currently forecast by CREG.*

Regular MRG review cycles per biennium	4	cycles	VERIFIED (practice)	*Board reviews regular applications twice yearly (winter and June); 2 per year x 2 years.*
Initial application order year (price factor year)	2027	year	ASSUMPTION	*Award at June 2027 meeting; order placed FY2028.*

Per-Unit Cost Build (2026 dollars)

Fully equipped, front-line Type I 4x4 ALS ambulance. Excludes ineligible MRG costs (legal, grant preparation, own staff time).

Line item	New unit ($)	Remount ($)	MRG eligible?	Note
Vehicle (chassis + patient module)	$366,000	$237,900	Yes	*Emergency vehicles are an 'essential public service' under W.S. 9-4-604(p).*
Power cot + stair chair	$18,117	$9,059	Yes, if in original scope	*Ch. 3 §5(d) bars capital equipment not part of original project scope; list it in the application.*
Mobile data terminal	$1,453	$727	Yes, if in scope	
ePCR computer / tablet	$1,300	$650	Yes, if in scope	
Vehicle radio	$5,300	$2,650	Yes, if in scope	
Handheld radios (2)	$3,500	$1,750	Yes, if in scope	
Mechanical CPR device	$13,600	$6,800	Yes, if in scope	
Cardiac monitor / defibrillator	$30,000	$15,000	Yes, if in scope	*Existing County monitors are 2012-2014 Zoll X Series, fully depreciated (county register).*
Delivery, inspection, graphics, registration	$7,500	$7,500	Likely; confirm	
Sales / use tax	-	-	n/a	*Assumed exempt; confirm.*
Total per unit (2026 $)	**$446,770**	**$282,035**		
Total per unit at initial order year	**$469,109**	**$296,137**		

Sanity check: Town of Lusk's 2023 MRG request cited a $446,000 new, equipped ambulance (Cowboy State Daily, Oct 5 2023).

Existing County-Owned Ambulance Fleet & Provisional Replacement Priority

Source: Fremont County Ambulance Fund (4012) capital asset register, 'Ambulance Assets.csv' (RASEC Related Documents, 5/27/2026). Title owner for every unit: Fremont County.

Reference year for age: 2027

Unit #	Plate	Description (county register)	Chassis yr	Module yr	In service	Recorded cost ($)	Book value ($)	Chassis age	Module age	Mileage	Engine hrs	Repair $ (last 3 FY)	Out-of-service days (12	Age score	Mileage score	Repair score	Downtime score	Priority score	Rank	Status / note
MS-72	AM-700	2007 Ford F-350 chassis + 2007 Osage module	2007	2007	06/27/2007	$101,998	$6,000	20	20					100				100	1	*Oldest unit. Confirm in-service vs. reserve status.*
MS-8 (2012)	AM-2534	2012 Chevrolet 3500 chassis + 2012 Osage module	2012	2012	06/30/2012	$85,112	$2,000	15	15					100				100	2	*Unit # MS-8 now also assigned to 2023 Arrow; confirm whether 2012 unit is still in fleet.*
MS-204 (2014)	AM-2544	2014 Chevrolet G3500 ambulance	2014	2014	11/22/2014	$90,994	$2,500	13	13					96				96	3	*Unit # MS-204 also assigned to a 2024 Chevy; confirm status.*
MS-7	AM-49788	2016 Ford F-350 ambulance	2016	2016	06/02/2016	$100,580	$2,500	11	11					92				92	4	
MS-232	AM-49787	2016 Ford F-350 ambulance	2016	2016	06/02/2016	$100,580	$2,500	11	11					92				92	5	
MS-5	AM-180	2018 Dodge 4500 ambulance	2018	2018	06/03/2019	$157,516	$22,946	9	9					81				81	6	
MS-6	AM-993	2018 Dodge 4500 ambulance	2018	2018	06/07/2019	$157,570	$23,196	9	9					81				81	7	*Register also shows a 2016 'MS-6 engine replacement' under plate AM-993; reconcile.*
MS-80	AM-994	2018 Dodge 4500 chassis + 2020 remount	2018	2020	06/30/2020	$99,556	$8,500	9	7					77				77	8	*Remount candidate (module 2020).*
MS-71	AM-905	2018 Dodge 4500 chassis + 2020 remount	2018	2020	06/30/2020	$91,796	$7,500	9	7					77				77	9	*Remount candidate (module 2020).*
MS-9	AM-929	2018 Dodge 4500 chassis + 2020 remount	2018	2020	06/30/2020	$100,836	$8,500	9	7					77				77	10	*Remount candidate (module 2020).*
MS-8 (2023)	AM-753	2023 Chevy Arrow ambulance	2023	2023	07/01/2023	$253,485	$176,497	4	4					36				36	11	*Newest full unit.*
MS-204 (2024)		2024 Chevy ambulance	2024	2024	02/23/2024	$134,795	$98,334	3	3					27				27	12	*May pair with a 2023 remount ($56,578); confirm.*
MS-12		2024 Chevy ambulance	2024	2024	04/29/2024	$137,030	$104,907	3	3					27				27	13	*May pair with a 2023 remount ($56,578); confirm.*

Not tied to a unit: 2023 Ambulance Remounts #1 and #2, $56,578 each (assets 103722.001 / 103723.001).

Scoring parameters

Mileage at which mileage score = 100	250,000
3-yr repair cost at which repair score = 100	60,000
Out-of-service days at which downtime score = 100	45
Weight: age score	40.0%
Weight: mileage score	25.0%
Weight: repair score	20.0%
Weight: downtime score	15.0%

How the score works: Age score = 70% chassis age (10 yrs = full) + 30% module age (15 yrs = full). Until the yellow columns are filled, the priority score equals the age score. When Frontier's Exhibit E fleet report arrives, enter mileage, hours, repair cost and downtime; the weights then blend automatically. Thresholds are planning assumptions (ASSUMPTION) and should be reviewed by the EMS Director.

Five-Year EMS Fleet Capital Replacement Plan (FY2027 - FY2032)

Year 0 is the RHTP-funded purchase due under contract by 12/31/2026. Years 1-5 follow the first MRG award (target: June 2027 SLIB meeting). Fiscal years run July-June.

Option A: FCAG preliminary goal (2 ne*Year 0 RHTP unit shown in both options because it is already in the draft RHTP SOW.*

Line	FY2027 (Yr 0)	FY2028 (Yr 1)	FY2029 (Yr 2)	FY2030 (Yr 3)	FY2031 (Yr 4)	FY2032 (Yr 5)	5-yr + Yr0 total
Price-year factor	1.000	1.050	1.103	1.158	1.216	1.276	
New units	1	2	2	2	2	2	**11**
Remount units	0	0	0	0	0	0	**0**
Cost per new unit ($)	$446,770	$469,109	$492,564	$517,192	$543,052	$570,204	
Cost per remount ($)	$282,035	$296,137	$310,944	$326,491	$342,815	$359,956	
Total capital cost ($)	$446,770	$938,217	$985,128	$1,034,384	$1,086,103	$1,140,409	**$5,631,011**
MRG-funded portion? (1=yes)	0	1	1	1	1	1	
RHTP-funded? (1=yes)	1	0	0	0	0	0	
RHTP contribution ($)	$446,770	-	-	-	-	-	**$446,770**
MRG request ($)	-	$469,109	$492,564	$517,192	$543,052	$570,204	**$2,592,121**
Local match / local share ($)	-	$469,108	$492,564	$517,192	$543,051	$570,205	**$2,592,120**
EMS capital reserve available ($)	-	$774,830	$774,830	$774,830	$774,830	$774,830	**$3,874,150**
Reserve headroom ($)	-	$305,722	$282,266	$257,638	$231,779	$204,625	
Cumulative units replaced	1	3	5	7	9	11	

Option B (RECOMMENDED): front-load *MRG used in Years 1-3 only; Years 4-5 remounts funded from the EMS capital reserve, so SLIB is never asked to replace a vehicle it funded.*

Line	FY2027 (Yr 0)	FY2028 (Yr 1)	FY2029 (Yr 2)	FY2030 (Yr 3)	FY2031 (Yr 4)	FY2032 (Yr 5)	5-yr + Yr0 total
Price-year factor	1.000	1.050	1.103	1.158	1.216	1.276	
New units	1	2	2	1	0	0	**6**
Remount units	0	0	0	1	2	1	**4**
Cost per new unit ($)	$446,770	$469,109	$492,564	$517,192	$543,052	$570,204	
Cost per remount ($)	$282,035	$296,137	$310,944	$326,491	$342,815	$359,956	
Total capital cost ($)	$446,770	$938,217	$985,128	$843,683	$685,631	$359,956	**$4,259,384**
MRG-funded portion? (1=yes)	0	1	1	1	0	0	
RHTP-funded? (1=yes)	1	0	0	0	0	0	
RHTP contribution ($)	$446,770	-	-	-	-	-	**$446,770**
MRG request ($)	-	$469,109	$492,564	$421,841	-	-	**$1,383,514**
Local match / local share ($)	-	$469,108	$492,564	$421,842	$685,631	$359,956	**$2,429,100**
EMS capital reserve available ($)	-	$774,830	$774,830	$774,830	$774,830	$774,830	**$3,874,150**
Reserve headroom ($)	-	$305,722	$282,266	$352,988	$89,199	$414,874	
Cumulative units replaced	1	3	5	7	9	10	

Option comparison

Measure	Option A	Option B	B minus A
Units replaced (incl. Yr 0)	11	10	-1
Total capital cost ($)	$5,631,011	$4,259,384	($1,371,627)
Total MRG requested ($)	$2,592,121	$1,383,514	($1,208,607)
Total local share ($)	$2,592,120	$2,429,100	($163,020)
Number of MRG applications	5	3	-2

Fleet outcome: the county register lists 10 ambulances on chassis built 2007-2018 and 3 built 2023-2024. Option B replaces exactly those ten; Option A buys eleven, one more than needed. With one-for-one replacement the fleet stays at 13 units, none on a chassis older than 2023 by FY2032. RASEC Model 2A needs 8 in-service units (6 ALS + 2 transfer); 13 units gives a 5-unit reserve, which is more than needed. FCAG should dispose of, not retain, replaced units, and can right-size to 10-11 by skipping the last remount if the EMS Director's deployment plan confirms 8 + 2-3 spares.

Funding risk: the 0.75% sales tax that funds the EMS reserve runs January 2027 - December 2030 and must be resubmitted to voters in 2030. Year 4-5 local shares fall partly after that date. Budget them as contingent on renewal.

Initial MRG Application: Three Funding Scenarios

Priced at the initial order year (Assumptions!B29). MRG cycle capacity from the 2027-28 appropriation. No approval probability is estimated (see Statistics).

Measure	Conservative	Recommended	Ambitious	Ambitious @75% (only if OSLI confirms eligibility)
Fully equipped new ambulances	1	2	4	4
Cost per unit ($)	$469,109	$469,109	$469,109	$469,109
Total project cost ($)	$469,109	$938,217	$1,876,434	$1,876,434
MRG share requested (%)	50.0%	50.0%	50.0%	75.0%
MRG request ($)	$234,554	$469,109	$938,217	$1,407,326
Local match ($)	$234,555	$469,108	$938,217	$469,108
Share of cost covered by MRG (%)	50.0%	50.0%	50.0%	75.0%
Remaining FCAG/County obligation ($)	$234,555	$469,108	$938,217	$469,108
Request as % of a cycle, full appropriation	3.1%	6.2%	12.4%	18.6%
Request as % of a cycle, if coal bonus not received	4.9%	9.9%	19.7%	29.6%
Request vs. July 2026 mean award (x)	0.7x	1.4x	2.8x	4.2x
Percentile within FY25 MRG disbursements	67.4%	88.1%	95.9%	97.6%
Local match vs. one year of EMS capital reserve (%)	30.3%	60.5%	121.1%	60.5%

Minimum viable grant (Tab 4, Q11): one fully equipped unit at the requested share. **$234,554**

Escalation sensitivity: Recommended scenario MRG request at alternative escalators

Escalator	Unit cost ($)	Project cost ($)	MRG request ($)
3.0%	$460,173	$920,346	$460,173
5.0%	$469,109	$938,217	$469,109
8.0%	$482,512	$965,023	$482,512

Reading the table: the Recommended request uses well under one-tenth of a regular cycle even if the coal lease bonus does not materialize, sits near the top quartile of FY25 MRG disbursements (a scale signal, not a probability), and its local match fits inside one year of the EMS capital reserve already built into the RASEC cost model.

Comparable SLIB Mineral Royalty Grant Records (public sources)

Every row is cited on the Sources sheet. 'n/r' = not reported in the source. Outcome and amounts are only what the source states.

#	Applicant	Year	Project	Category	Total cost ($)	MRG requested ($)	Requested %	Outcome	MRG awarded ($)	Other funds ($)	Source / note
1	Town of Lusk	2023	New equipped ambulance (emergency MR	Ambulance	$446,000	$300,000	67.3%	Denied 3-2 (not an emergency)		$147,000	*Cowboy State Daily 10/5/2023. OSLI: assets at end of useful life do not qualify as emergencies.*
2	Town of Lusk	2024	Ambulance (regular MRG re-application)	Ambulance				Approved			*Cowboy State Daily 11/22/2025 (amount n/r). OSLI FY25 report shows $216,380 MRG disbursed to Town of Lusk; purpose not stated.*
3	Sublette County (EMS)	2025	New ambulance	Ambulance				Awarded	$119,639	$250,000	*Pinedale Online 7/23/2025: Jonah Energy $100,000 + Health Foundation $150,000.*
4	Sublette County Unified Fire	2020	Fire engine replacement (1998 unit)	Fire apparatus			50.0%	Awarded			*Fire Apparatus Magazine 6/8/2020: 50/50 split.*
5	Johnson County Rural Health Care District	2022	Ambulance barn	EMS facility				Awarded	$450,000		*Sheridan Travel 6/15/2022 ($450K SLIB grant); OSLI FY25 report lists $173,340.85 MRG disbursed to the district.*
6	Albany County	2026	Two fire warden pickups	Public safety vehicles		$217,500	75.0%	Pending / n/r			*citizenportal.ai 2/18/2026: request at up to 75%.*
7	City of Sheridan	2026	Fire engine replacement	Fire apparatus		$710,000	50.0%	Pending / n/r			*citizenportal.ai 2/2/2026: city must match 100%.*
8	Riverton Fire Protection District (Fremont Co.)	2026	Replace 1998 Engine 3	Fire apparatus	$1,100,000	$495,000	45.0%	Pending			*citizenportal.ai 9/15/2026: 45% MRG / 55% district; BOCC letter of support. Request is CALCULATED.*
9	Town of Bar Nunn	2025	Fire truck	Fire apparatus				n/r			*Bar Nunn Resolution 2025-11: town general revenue as match.*
10	11 communities (statewide)	2026	Culverts, generators, sewer, etc.	Infrastructure				Awarded (late June 2026)	$3,700,000		*KOTA 7/2/2026: ~$3.7M to 11 communities. Mean per award on Statistics sheet.*
11	Town of Sundance	2026	Housing infrastructure project	Infrastructure	$1,796,720	$1,437,376	80.0%	Heard Feb 2026		$359,344	*citizenportal.ai 2/3/2026. Request CALCULATED as cost minus town match.*

OSLI FY2025 Mineral Royalty Grant disbursements (unit 0902), all 22 lines

Disbursements in one fiscal year, not awards; amounts may be partial draws on multi-year grants. Source: OSLI FY2025 600/900 Series Report to the Legislature (Dec 2025).

#	Recipient					FY25 disbursed ($)
1	Town of Wheatland					$2,089,954
2	Tongue River Fire District					$729,614
3	City of Douglas					$509,358
4	Town of Glenrock					$425,888
5	Town of Bear River					$382,144
6	North Sweetwater Water & Sewer District					$286,731
7	Town of Dubois					$286,728
8	Northwest Rural Water District					$224,330
9	Town of Cokeville					$218,096
10	Town of Lusk					$216,380
11	City of Lander					$200,242
12	Johnson County Rural Health Care District					$173,341
13	Town of Pine Haven					$117,948
14	Town of Moorcroft					$51,758
15	City of Gillette					$38,499
16	Town of Meeteetse					$37,917
17	Alpine Fire District					$37,459
18	Town of Upton					$32,314
19	Town of Marbleton					$24,902
20	Town of Pine Bluffs					$23,685
21	Kemmerer-Diamondville Water/Wastewater JPB					$20,559
22	City of Mills					$1,790

Award Statistics & Funding-Probability Assessment

Descriptive statistics only. See conclusion below the tables.

Measure	Value	Note
FY25 MRG disbursement lines (n)	22	
Total FY25 disbursements ($)	$6,129,637	
Mean disbursement ($)	$278,620	*Skewed by one $2.09M water-tank grant.*
Median disbursement ($)	$186,791	
25th percentile ($)	$37,573	
75th percentile ($)	$286,730	
Largest disbursement ($)	$2,089,954	
Fire/EMS-district recipients in FY25 list (n)	3	*Tongue River FD, Alpine FD, Johnson Co. Rural Health Care District (count entered by preparer).*
Share of FY25 dollars to fire/EMS districts	15.3%	
June 2026 cycle: total awarded ($)	$3,700,000	*KOTA, 7/2/2026.*
June 2026 cycle: number of awards	11	
June 2026 cycle: mean award ($)	$336,364	
Known requested % (comparables with a stated share)	6	*Lusk 67%, Albany 75%, Sheridan 50%, Riverton FPD 45%, Sublette Fire 50%, Sundance 80%.*
Median requested %	58.6%	
2027-28 MRG appropriation ($)	$30,237,674	*Includes $11.2M coal lease bonus not forecast by CREG.*
Per regular cycle, full appropriation ($)	$7,559,419	
Per regular cycle, without coal bonus ($)	$4,759,419	

Conclusion on approval probability

The public record does not support a credible approval probability. Only 11 comparable applications could be identified, outcomes and amounts are missing for most, and OSLI does not publish request-versus-award data in a form found for this analysis. No regression or rate estimate is reported, because any number would be invented. What the data does support: (1) ambulances and fire apparatus are funded through the regular MRG cycle; (2) an emergency request for an ambulance at end of useful life was denied and the same need was later funded through the regular cycle; (3) regular-cycle vehicle and apparatus requests were 45-50% of cost (Sheridan, Riverton FPD, Sublette Fire), while higher shares were sought by an emergency applicant (Lusk, 67%, denied) and by applicants claiming the 75% low-capacity tests (Albany County; Sundance at 80% on a housing project); the 58.6% median above mixes these groups; (4) a single-cycle request in the $235K-$470K range is in line with recent award sizes, while requests near $1M would be among the largest in a cycle. Correlation is not causation: none of these patterns shows why any application succeeded. Next step to improve this: request OSLI's Board-packet staff recommendation sheets for the last four cycles (Wyoming Public Records Act if needed) and re-run this sheet.

Sources

Primary and official sources first. FCAG/County records are on FCAG SharePoint.

Source	Used for	Location
W.S. 9-4-604 (2025 code, via Justia)	Eligible applicants incl. JPBs with member approval; 50% grant cap and exceptions; 'essential public service' includes emergency vehicles owned by	https://law.justia.com/codes/wyoming/title-9/chapter-4/article-6/section-9-4-604/
SLIB Rules Ch. 3 §5, Grant Eligibility (060-3 Wyo. Code R. § 3-5)	Eligible applicants, 50%/75% tests, ineligible costs	https://www.law.cornell.edu/regulations/wyoming/060-3-Wyo-Code-R-SSSS-3-5
FY27 MRG Application (revised 08.2026)	Required tabs, JPB documents, 75% cap, emergency-vehicle engineer exemption, Tab 10 certification	Provided by FCAG
OSLI bulletin, Aug 4 2026: Updated MRG & TEA Applications	Only revised forms accepted	https://content.govdelivery.com/accounts/WYOSLI/bulletins/4231355
WY Homeland Security MRG summary	JPBs eligible; twice-yearly review; historical appropriation levels	https://hls.wyo.gov/roosevelt-fire-resources/mrg
LSO Countywide Consensus Funding white paper (Apr 2026)	2027-28 MRG appropriation $30,237,674 incl. $11.2M coal bonus	https://wyoleg.gov/InterimCommittee/2026/02-2026043015-01_CountywideConsensusFundingWhitepaper_Final_04152026.pdf
OSLI FY2025 600/900 Series Report	FY25 MRG disbursements	https://wyoleg.gov/InterimCommittee/2025/02-20251208060-OSLI-117-FY25600900SeriesReport.pdf
Cowboy State Daily, Oct 5 2023	Lusk emergency ambulance request denied	https://cowboystatedaily.com/2023/10/05/down-to-its-last-fully-working-ambulance-lusks-emergency-request-denied-by-state-board/
Cowboy State Daily, Nov 22 2025	Lusk re-applied 2024 and was approved	https://cowboystatedaily.com/2025/11/22/wyomings-rural-emts-struggle-to-keep-ambulances-running-amid-funding-shortfalls/
Pinedale Online, Jul 23 2025	Sublette County ambulance MRG $119,639	https://www.pinedaleonline.com/news/2025/07/JonahEnergydonates10.htm
Fire Apparatus Magazine, Jun 8 2020	Sublette Unified Fire engine, 50/50 MRG	https://www.fireapparatusmagazine.com/equipment/equipment-grants/sublette-county-unified-fire-wy-using-grant-to-purchase-new-fire-apparatus/
Sheridan Travel Guide, Jun 15 2022	Johnson Co. Rural Health Care District $450K SLIB grant	https://sheridanwyoming.com/2022/06/15/rural-health-district-approved-for-450k-slib-grant/
citizenportal.ai (Albany Co., Sheridan, Riverton FPD, Sundance)	Recent request sizes and shares	See MRG_Dataset notes
KOTA TV, Jul 2 2026	~$3.7M MRG to 11 communities	https://www.kotatv.com/2026/07/02/wyoming-approves-37m-mineral-royalty-grants-infrastructure-projects-statewide/
Wyoming News Now, Jun 18 2026	MRG rounds in February and June	https://www.wyomingnewsnow.tv/news/the-state-loan-and-investment-board-and-mineral-royalty-grants-help-communities/article_a19c38b4-7742-49c2-9d66-371eeb9925c9.html
Wyoming Taxpayers Assn., Property Tax 2025	Fremont Co. AV $696.25M; state $27.65B; county levy 12.000 mills	https://wyotax.org/wp-content/uploads/2025/11/LANDSCAPE-Property-Tax-2025.pdf
Riverton Ranger / Lander Journal (2026)	Fremont Co. 2026 AV est. $729.8M	https://rivertonranger.com/lander_journal/news/county-valuation-up-from-2025/article_dc96a390-aee5-4c49-8c31-eb84c74346b1.html
Plainsboro NJ (Apr 2026), Rowlett TX (Feb 2026), New Orleans EMS CIP 2027-31	Current ambulance and remount price points	citizenportal.ai; nola.gov
Fremont County Ambulance Fund capital asset register (Ambulance Assets.csv; FYE2024 depreciation schedule)	Fleet inventory, costs, book values, ownership	FCAG SharePoint > RASEC Related Documents; JCFKS Data Collection
RASEC Ambulance Capital Budgeting-Depreciation Tool (5-20-2026)	Equipment loadout prices	FCAG SharePoint > RASEC Meeting Materials > 5-20-2026
RASEC Service Delivery Model Evaluation Report (June 2026)	Deployment, Model 2A/2B, $774,830 capital reserve, call distribution	FCAG SharePoint > EMS Conveyance > RHTF Application
FCAG RASEC EMS Sustainability Plan (Aug 2026)	54% EMS tax share ~$3.52M/yr; layered revenue model	FCAG SharePoint > RASEC Related Documents
Draft EMS Stabilization and Transition Agreement (Sept 22 2026)	Resolution 2026-21; County retains asset title; Exhibit E fleet data; July 1 2027 go-live gates	FCAG SharePoint > EMS Conveyance

WDH RHTP draft Grant Agreement & SOW (Aug 2026)	$500K ambulance acquisition line; contracts due 12/31/2026	E-mail 8/28/2026, 'RHTP Grant Agreement Update'

FREMONT COUNTY ASSOCIATION OF GOVERNMENTS

A JOINT POWERS BOARD • FREMONT COUNTY, WYOMING

Wind River Transportation Authority • Project Independence

BOARD AGENDA ITEM REPORT

Subject	**WAM Accounting Services Agreement**		
Meeting Date	October 22, 2026	**Agenda Item No.**	**VII.a**
Meeting Type	☒ Regular ☐ Special ☐ Work Session		
Agenda Section	☐ Consent Agenda ☐ Unfinished Business ☒ New Business ☐ Reports and Updates ☐ Public Hearing		
Nature of Action	☐ Motion ☐ Resolution ☒ Agreement / Contract ☐ Direction to Staff ☐ Information Only		
Program Area	☒ FCAG Administration ☐ WRTA ☐ Project Independence (CSBG) ☐ Regional EMS		
Strategic Plan Alignment	☐ Yes - Goal / Objective: not specified ☒ No (Regular Business)		
Submitted By	Tim Nichols, Executive Director (draft prepared for review)	**Presented By**	Tim Nichols, Executive Director (proposed)
Attachments	☒ Yes - proposed documents in Section X; packet assembly pending		

I. EXECUTIVE SUMMARY

Administration has negotiated and redlined a proposed independent contractor agreement with the Wyoming Association of Municipalities (WAM) for accounting and financial support. The October 14 FCAG working redline specifies a rate of $150 per hour, an estimated level of effort of approximately 10 hours per month in Exhibit A, and a proposed total contract maximum of $24,999 including fees and reimbursable expenses. The agreement is not shown as executed. Attorney Rick Sollars reported October 15 that he had reviewed the proposal and did not suggest further changes.

II. BACKGROUND AND PRIOR BOARD ACTIONS

The organization has been strengthening financial oversight and implementing FY2025 audit-related corrective measures. Administration sought WAM accounting assistance, sent a revised proposed agreement for legal review, and identified it for the October 22 agenda.

Date	Meeting / Body	Discussion or Action Taken
10/14/2026	FCAG Administration	Sent WAM accounting contract redline for counsel review.
10/15/2026	FCAG Counsel	Rick Sollars reviewed the circulated agreement and suggested no additions.
—	—	No additional prior action documented.

III. STATEMENT OF ISSUE *Why this item is before the Board*

The Board should establish financial exposure, scope, procurement authority and contractor access controls before FCAG becomes obligated. Contracted support is intended to supplement, not transfer, the Board's or staff's financial responsibility.

IV. LEGAL AND POLICY AUTHORITY

Legal Review	☒ Reviewed by FCAG Counsel ☐ Review Pending ☐ Not Required

Existing FCAG financial/procurement policy and proposed WAM independent contractor agreement. FCAG counsel reviewed a proposed redline Oct. 15; final clean copy, procurement documentation and governance conflict review remain necessary.

V. FISCAL IMPACT

Fiscal Impact	☐ None ☐ Within Adopted Budget ☐ Budget Amendment Required ☐ Revenue to FCAG (Budget status to verify)		
Amount	$24,999.00 (proposed cap)	**Fiscal Year**	FY2027
Funding Source(s)	FCAG professional services, budget account to verify		
Budget Line / Account	Not verified / enter final chart of accounts	**Local Match Required**	☒ No

Proposed $150/hour; estimated 10 hours/month implies $1,500 in fees for a typical 10-hour month, excluding any authorized travel reimbursement. The proposed contract maximum is $24,999 inclusive of reimbursement, subject to Board confirmation. The draft labels September 8, 2026 as its effective date, preceding the proposed October 22 Board authorization.

VI. ALTERNATIVES AVAILABLE TO THE BOARD

Alternative	Effect of Board Selecting This Alternative
1. Approve as recommended	Approves clean, negotiated WAM contract subject to compliance checks.
2. Approve with modifications	Limits contract term, amount, scope or access, subject to WAM agreement.
3. Deny or take no action	Leaves the proposed action unapproved and current legal/policy requirements unchanged.
4. Table or continue to a date certain	Allows verification of missing materials and renewal of consideration at a properly noticed meeting; may affect schedules.

VII. ACTION REQUESTED

Consider approval of the final negotiated agreement, subject to reconciliation of tracked changes, counsel and management comments, confirmed procurement file, funding, scope and effective date. Confirm that any conflict disclosure and recusal requirements are addressed before action.

VIII. PROPOSED MOTION

BOARD MEMBER: “I move to approve an agreement between the Fremont County Association of Governments and the Wyoming Association of Municipalities for accounting and bookkeeping assistance at a rate of $150 per hour, for a maximum total obligation not to exceed $24,999, through June 30, 2027, subject to completion of a clean final agreement, confirmation of procurement and conflict-of-interest requirements, and available budget authority; and to authorize the Executive Director to execute the agreement.”

(Second required if a motion is made.) Chair: “It has been moved and seconded. Is there any discussion?”
Vote: ☐ Majority of quorum present ☐ Other: verify applicable Bylaws.

IX. EXECUTIVE DIRECTOR’S RECOMMENDATION

Support approval of a clean agreement that preserves FCAG payment authority, records ownership, audit access, restricted system permissions, itemized billing, contractor independence, records retention and grant compliance. Do not execute a

tracked-change working draft. Final packet verification: Resolve the retrospective September 8 effective date, any previously rendered work, incorrect FCAG ZIP code (draft: 82520, organization: 82501), clean Exhibit A, procurement method, WAM/FCAG officer overlap and disclosures, authority of the signing officer, budget coverage, and outstanding internal reviewer comments. Reconcile the final contract to the adopted FCAG financial handbook.

X. ATTACHMENTS

Attachment A	FCAG-WAM Accounting Agreement - FCAG_TN.docx (tracked redline)
Attachment B	FCAG Counsel Oct. 15 review email (reference)
Attachment C	—

AGENDA ROUTING AND APPROVAL *Completed before the item is placed on the agenda*

Review	Name	Signature / Initials	Date
Prepared By	Tim Nichols (draft)	Pending	Pending
Fiscal Review (Business Manager)	Jesse Grosinger (pending)	Pending	Pending
Legal Review (if required)	FCAG counsel (if required)	Pending	Pending
Approved for Agenda (Executive Director)	Executive Director (pending)	Pending	Pending

RECORD OF BOARD ACTION *For Board Secretary use only*

Action Taken	☐ Approved as Presented ☐ Approved as Amended ☐ Denied ☐ Received / Information Only ☐ Tabled or Continued to: Date		
Motion By	Board member	**Seconded By**	Board member
Vote	Ayes: # Nays: # Abstain: # Absent: #		
Resolution / Minutes Ref.	No. / page	**Recorded By / Date**	Name, date

This report and its attachments are part of the public meeting packet and are public records under the Wyoming Public Records Act unless a specific exemption applies.

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into this 8th day of September 2026 (the "Effective Date"), by and between Fremont County Association of Governments (FCAG), whose address is 2554 Airport Rd, Riverton, WY 82520, and WYOMING ASSOCIATION OF MUNICIPALITIES, a Wyoming nonprofit corporation, with its principal business address at 315 W 27th Street, Cheyenne, Wyoming 82001 (the "Contractor").

RECITALS

WHEREAS, the FCAG requires professional accounting and bookkeeping services to support its financial operations, recordkeeping, and reporting obligations; and,

WHEREAS, the FCAG desires to retain the services of the Contractor as an independent contractor to provide such accounting and bookkeeping services on a non-exclusive, results-based basis, in accordance with applicable federal and state laws and generally accepted accounting principles (GAAP); applicable to governmental entities; and,

WHEREAS, the Contractor represents that it independently possesses the education, training, experience, and qualifications necessary to perform the requested accounting and bookkeeping services without direction or control as to the manner or means of performance; and,

WHEREAS, the Contractor agrees to provide such services to the FCAG as an independent contractor, subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

IN **CONSIDERATION** of the mutual covenants and promises set forth herein, it is agreed by and between the FCAG and the Contractor as follows:

1. RECITALS. The preambles and recitals hereinabove set forth are hereby incorporated into this Agreement.

2. DESCRIPTION OF WORK. The Contractor shall provide professional accounting and bookkeeping services to the FCAG as an independent contractor. Such services are described in Exhibit A - Scope of Services and include reviewing and confirming financial records, accounts payable and receivable, payroll, and financial and management reports prepared by FCAG staff, supporting budgetary and audit functions, and other related accounting or financial services authorized in a written Task Authorization under this Section 2.

   The Contractor shall perform the services in a professional and workmanlike manner consistent with generally accepted accounting principles (GAAP) for state and local governments, as established by the Governmental Accounting Standards Board (GASB), and applicable federal, state, and local laws and grant requirements identified by the FCAG. The Contractor shall determine the manner and means by

which the services are performed, subject to the FCAG's right to define

the scope of services, request specific deliverables, establish deadlines and priorities, require compliance with the FCAG's financial policies and internal control procedures, and review work product for compliance with this Agreement.
The Contractor shall have no authority to bind the FCAG, commit FCAG funds, execute contracts, or make discretionary financial decisions on behalf of the FCAG, except to the limited extent expressly authorized in writing by the FCAG.

FCAG Retained Authority and Internal Controls. The FCAG retains sole authority over, and responsibility for, its financial management, accounting system, bank accounts, budget, and grant administration. Without limiting the preceding paragraph: (a) the Contractor shall not be an authorized signer on, or hold authority to transfer funds from, any FCAG bank or investment account, and shall not approve or release any check, ACH, wire, or other payment; (b) the Contractor shall not create or change vendor, customer, employee, payroll, or bank-account master-file records, or record non-routine journal entries, unless the change or entry is documented and approved in writing by the FCAG Director or designee before it is entered; (c) the FCAG shall review and approve all bank reconciliations, payroll registers, and financial reports prepared by FCAG staff or reviewed by the Contractor; (d) all reimbursement requests, grant financial reports, and certifications submitted to the Wyoming Department of Transportation (WYDOT), the Federal Transit Administration (FTA), or any other funding agency shall be approved, signed, and submitted by an FCAG official with authority to bind the FCAG, and the Contractor shall not sign or submit them on the FCAG's behalf; (e) the FCAG's accounting software, payroll system, and related accounts shall be licensed to and administered by the FCAG, and the Contractor's personnel shall access them only through individual, role-based user accounts issued and revocable by the FCAG; and (f) the Contractor shall follow the FCAG's written financial policies and internal control procedures provided to the Contractor, as amended from time to time.

Specific tasks, deliverables, deadlines, and reporting requirements are set forth in Exhibit A - Scope of Services, which may be amended from time to time by mutual written agreement of the parties. Services outside Exhibit A shall be performed only under a written Task Authorization signed by the FCAG Director or designee before the work begins, stating the task, deliverables, due date, and estimated hours. No Task Authorization may increase the Contract Maximum in Section 4. The Contractor shall not be compensated for work outside Exhibit A that was not authorized in this manner.

3. LOCATION OF WORK. The services under this Agreement may be performed remotely or at such locations as the Contractor deems appropriate to carry out the services. The Contractor may, when reasonably necessary and upon request or approval by the FCAG, perform services at FCAG offices. Nothing in this Agreement shall be construed to require the Contractor to work at any specific FCAG facility on a full-time, continuous, or regularly scheduled basis, nor to

establish fixed work hours. The Contractor shall retain discretion and control over the manner and means by which the services are performed, subject to the FCAG's right to specify the scope of services, deliverables, deadlines, and desired results, to require compliance with Section 2, and to review work product for compliance with this Agreement.

4. COMPENSATION. In consideration for the services performed under this Agreement, FCAG shall pay the Contractor at an hourly rate of One Hundred Fifty Dollars ($150.00) per hour for time actually worked, plus travel expenses approved in advance under Section 5. The hourly rate is fixed for the term of this Agreement and includes all of the Contractor's overhead, administrative, equipment, software, and support-staff costs. The Contractor shall submit itemized monthly invoices identifying the dates worked, the individual performing the work, hours performed in increments of no more than one-quarter (0.25) hour, and a brief description of the services provided, coded by Exhibit A task and, when the FCAG so requests, by the FCAG program, fund, or grant to which the work relates, together with receipts for any reimbursable expenses. Invoices shall be submitted by the tenth (10th) day of the month following the month in which the services were performed. Payment shall be made in accordance with the FCAG's normal accounts payable procedures. The FCAG shall pay undisputed amounts within thirty (30) days after receipt of a proper invoice and shall notify the Contractor in writing of any disputed amount and the reason for the dispute. No other compensation or reimbursement shall be due unless approved in advance and in writing by the FCAG.

Contract Maximum. Total compensation under this Agreement, including all fees and reimbursable expenses, shall not exceed twenty four thousand nine hundred ninety nine Dollars ($24,999) (the "Contract Maximum") unless increased by a written amendment under Section 19. The Contractor shall notify the FCAG in writing when its billings reach seventy-five percent (75%) of the Contract Maximum. Services performed in excess of the Contract Maximum without a prior written amendment are performed at the Contractor's sole risk and expense. The Contractor shall not bill the FCAG for time spent correcting errors or omissions in the Contractor's own work.

5. EXPENSES. The Contractor shall be responsible for all its own overhead expenses. The FCAG shall reimburse the Contractor only for travel expenses that are necessary to the services and approved in writing by the FCAG before the travel occurs. Reimbursement shall not exceed the rates in the FCAG's travel policy or, where the FCAG has no applicable rate, the U.S. General Services Administration per diem rates and the Internal Revenue Service standard mileage rate in effect at the time of travel. Reimbursable expenses count toward the Contract Maximum in Section 4.

6. RELATIONSHIP BETWEEN PARTIES. The Contractor is performing services under this Agreement as an independent contractor and not as an employee, agent, partner, joint venturer, or legal representative of the FCAG. Nothing in this Agreement shall be construed to create any employment relationship or to authorize the Contractor to act on behalf of or bind the FCAG.

The Contractor is not entitled to, and expressly waives, any benefits provided by the FCAG to its employees, including retirement or pension benefits, health or life insurance, paid leave, workers' compensation coverage, or unemployment insurance.

The Contractor shall be solely responsible for the payment of all federal, state, and local taxes arising from compensation paid under this Agreement. The FCAG shall not withhold or pay any such taxes on behalf of the Contractor.

The Contractor shall have sole control over the manner and means of performing the services, subject to the FCAG's right to specify the desired results and to the requirements of Section 2, and shall furnish all tools, equipment, and resources necessary to perform the services, except as may be expressly agreed in writing.

7. LIABILITY: INDEMNIFICATION; GOVERNMENTAL IMMUNITY.

a. **Responsibility for Acts and Omissions.** The Contractor shall be solely responsible for its acts and omissions, and for the acts and omissions of its officers, employees, agents, representatives, and any subcontractors or consultants engaged in connection with the performance of services under this Agreement.

b. **Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the FCAG, its officers, officials, employees, agents, and volunteers from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, costs, and expenses, including reasonable attorneys' fees and costs of defense, arising out of or related to:

i. the Contractor's performance or nonperformance of services under this Agreement;
ii. any negligent act or omission, error, or willful misconduct of the Contractor or its officers, employees, agents, or subcontractors;
iii. any breach of this Agreement by the Contractor;
iv. any violation of applicable law by the Contractor in connection with the services; or
v. any tax penalties, interest, grant disallowances, questioned or unallowable costs, or repayment obligations imposed on the FCAG, to the extent caused by the Contractor's errors, omissions, or failure to meet a deadline under this Agreement.

The obligations of the Contractor under this section shall survive the termination or expiration of this Agreement.

c. **No Limitation by Insurance.** The indemnification obligations of the Contractor under this Agreement shall not be limited by the amount or type of insurance required or maintained by the Contractor.

d. **Governmental Immunity.** The FCAG does not waive its governmental immunity by entering into this Agreement and specifically retains all immunities, defenses, and limitations of liability available to it under the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq., and any other applicable law. Nothing in this Agreement shall be construed as an agreement by the FCAG to indemnify the Contractor or any third party.

8. INSURANCE. During the term of this Agreement, the Contractor shall maintain, at its sole cost and expense, insurance coverage issued by an insurer licensed to do

business in the State of Wyoming and rated A- or better by A.M. Best, as follows

a. Professional Liability (Errors and Omissions) Insurance with limits of not less than $1,000,000.00 per claim, covering claims arising from the performance of accounting and bookkeeping services under this Agreement.
b. Commercial General Liability Insurance, with limits of not less than $500,000.00 per occurrence and $1,000,000.00 aggregate.
e. Worker's compensation coverage for the Contractor's employees as required by the Wyoming Worker's Compensation Act, W.S. 27-14-101 et seq.

The Contractor shall provide proof of insurance upon execution of this Agreement and upon reasonable request by the FCAG. Failure to maintain required insurance shall constitute a material breach of this Agreement. The Commercial General Liability policies shall name the FCAG, its officers, officials, and employees as additional insureds on a primary and non-contributory basis. The Contractor shall give the FCAG at least thirty (30) days' prior written notice of cancellation, non-renewal, or material reduction of any required coverage. Any coverage written on a claims-made basis shall be maintained, or extended-reporting coverage purchased, for at least three (3) years after this Agreement ends. The FCAG may accept in writing evidence of equivalent coverage through a self-insurance pool or risk-sharing program.

9. ASSIGNMENT. The Contractor shall not assign, transfer, delegate, or subcontract any rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of the FCAG. Any attempted assignment, transfer, delegation, or subcontracting without such consent shall be null and void and shall constitute a material breach of this Agreement.

Approval of any assignment or subcontracting, if granted, shall not relieve the Contractor of responsibility for the performance of the services or compliance with the terms of this Agreement. The Contractor shall remain fully responsible for the acts and omissions of any approved assignee or subcontractor. The Contractor shall include in every approved subcontract provisions requiring the subcontractor to comply with Sections 8, 13, 14, 15, and 17 of this Agreement and, where applicable, Exhibit B.

10. TERM AND TERMINATION.

a. **Term.** This Agreement shall commence on the 8th day of September 2026 (the "Effective Date") and shall continue until June 30, 2027. Services performed between the Effective Date and the date this Agreement is fully executed are subject to all terms of this Agreement and are compensable only to the extent they are within Exhibit A and are approved in writing by the FCAG.

b. **Termination for Convenience.** Either party may terminate this Agreement at any time and for any reason, upon providing thirty (30) days' written notice to the other party.

c. **Termination for Cause.** The FCAG may terminate this Agreement

immediately, upon written notice to the Contractor, in the event of:

i. a material breach of this Agreement by the Contractor;
ii. failure to perform the services in a professional or lawful manner;
iii. misconduct, negligence, or violation of applicable law; or
iv. loss of any required license, qualification, or insurance coverage.

d. **Non-Appropriation.** Notwithstanding any other provision of this Agreement, the FCAG's obligations are expressly contingent upon the availability of legally appropriated funds. In the event funds are not appropriated or otherwise become unavailable, the FCAG may terminate this

Agreement immediately upon written notice, without penalty or further obligation.

e. **Effect of Termination.** Upon termination, the Contractor shall be entitled only to compensation for services satisfactorily performed and authorized prior to the effective date of termination. No further compensation shall be due. Within ten (10) business days after the effective date of termination or expiration, the Contractor shall deliver to the FCAG all FCAG records, reconciliations, work papers, and data in their native electronic format; a written status report of open items, pending deadlines, and unreconciled balances; and confirmation that all of the Contractor's access credentials to FCAG systems have been returned or disabled. At the FCAG's request, the Contractor shall provide up to thirty (30) days of transition assistance to the FCAG or a successor provider at the hourly rate in Section 4, within the Contract Maximum.

11. COMMUNICATION AND COORDINATION. The Contractor shall be reasonably available to communicate with designated FCAG staff regarding the status of services, deliverables, and any issues related to the performance of this Agreement. At the FCAG's request, the Contractor shall participate in periodic meetings, including meetings with the FCAG Board, the FCAG's auditors, and funding agencies, to discuss the progress of services and address any questions or concerns. Nothing in this section shall be construed to give the FCAG the right to control the manner or means by which the Contractor performs the services, except as provided in Section 2.

12. STANDARD OF PERFORMANCE. The Contractor shall perform all services under this Agreement in a professional, competent, and workmanlike manner, consistent with generally accepted accounting principles (GAAP)for state and local governments, applicable laws, applicable grant and funding-agency requirements identified by the FCAG, and FCAG policies provided to the Contractor. The Contractor shall meet the deadlines in Exhibit A and in any Task Authorization.

The FCAG may review the Contractor's work product to determine whether the services meet the requirements of this Agreement. If the FCAG reasonably determines that any work product is incomplete, inaccurate, or does not conform to agreed standards, the FCAG may notify the Contractor, and the Contractor shall correct the work product within ten (10) business days, or sooner if needed to meet a payroll, tax, grant-reporting, or audit deadline, at no additional cost to the FCAG.

Nothing in this section shall be construed to authorize the FCAG to control the manner or means by which the Contractor performs the services, and the Contractor shall retain discretion over how the services are performed, subject to the FCAG's right to evaluate results and to the requirements of Section 2.

13. CONFIDENTIALITY AND DATA SECURITY. The Contractor shall keep confidential all non-public information obtained in connection with the performance of this Agreement, including but not limited to financial records, payroll data, tax information, banking information, vendor information, and personally identifiable information. The Contractor shall not disclose or use such information except as necessary to perform the services under this Agreement or as required by law. The Contractor shall not use FCAG information for any other purpose, including benchmarking, marketing, or services to other clients, without the FCAG's prior written consent.

The Contractor shall implement and maintain reasonable administrative, technical, and physical safeguards to protect confidential information from unauthorized access, use, or disclosure. The obligations set forth in this section shall survive the termination or expiration of this Agreement.

At a minimum, the Contractor shall: (a) require multi-factor authentication for all access to FCAG financial, payroll, and banking systems and to any Contractor system that stores FCAG confidential information; (b) issue individual user credentials to its personnel and prohibit the sharing of credentials; (c) store FCAG confidential information only in the United States and only on systems under the Contractor's control or approved in writing by the FCAG; (d) not enter FCAG confidential information into any third-party software, cloud service, or artificial-intelligence tool not approved in writing by the FCAG; and (e) notify the FCAG within one (1) business day when any of its personnel with access to FCAG systems leaves the Contractor's employment or no longer requires access.

The Contractor shall notify the FCAG Director in writing within seventy-two (72) hours after discovering any actual or reasonably suspected unauthorized access to, or acquisition, use, or disclosure of, FCAG confidential information. The Contractor shall cooperate with the FCAG's investigation and shall reimburse the FCAG for its reasonable costs of investigation, notification of affected individuals, and credit monitoring to the extent the incident results from the Contractor's breach of this Section. Any notice to affected individuals or agencies shall be given by or at the direction of the FCAG, consistent with W.S. 40-12-501 et seq. and other applicable law.

Public Records. The Contractor acknowledges that the FCAG is subject to the Wyoming Public Records Act, W.S. 16-4-201 et seq., and that FCAG records held by the Contractor remain records of the FCAG. Nothing in this Section limits the FCAG's right or obligation to disclose records under that Act. The Contractor shall forward to the FCAG within two (2) business days any public records request it receives concerning FCAG records, shall not respond to the request on the FCAG's behalf, and shall provide requested records to the FCAG in time for the FCAG to meet its statutory deadlines.

14. OWNERSHIP OF RECORDS; RETURN OF MATERIALS. All reports, records, documents, data, work papers, electronic files, and other materials prepared, generated, or received by the Contractor in connection with the services performed under this Agreement shall be and remain the exclusive property of the FCAG.

Upon termination or expiration of this Agreement, or upon written request by the FCAG, the Contractor shall promptly return all FCAG records and information in whatever form maintained, including in native electronic format with any passwords or keys needed to access them, and shall not retain copies, except one archival copy of the Contractor's work papers to the extent required by law or professional standards, which shall remain subject to Section 13.

15. AUDIT AND COOPERATION. The Contractor shall cooperate fully with the FCAG and with any state, federal, or independent auditors in connection with audits, examinations, or reviews relating to the services performed under this Agreement, including providing explanations, documentation, and assistance reasonably requested. The FCAG, WYDOT, the FTA, the U.S. Department of Transportation and its Office of Inspector General, the Comptroller General of the United States, any other federal or state agency that funds FCAG programs, the FCAG's independent auditors, and their authorized representatives shall have access to, and the right to examine, audit, and copy, any books, documents, papers, and records of the Contractor that are directly pertinent to this Agreement, during normal business hours and on reasonable notice, for as long as those records are retained under Section 17. Assistance required to correct or explain errors in the Contractor's own work shall be provided at no additional cost to the FCAG.

16. CONFLICT OF INTEREST AND ETHICS. The Contractor represents that no conflict of interest exists that would impair its ability to perform the services required under this Agreement. The Contractor shall comply with all applicable Wyoming ethics laws and FCAG policies and shall promptly disclose in writing to the FCAG any actual or potential conflict of interest that arises during the term of this Agreement. The Contractor further represents that (a) it does not serve as the FCAG's independent auditor and is not affiliated with the firm that audits the FCAG's financial statements; and (b) it has disclosed to the FCAG in writing each member of its board of directors or staff who is also an officer, official, board member, or employee of the FCAG or of an FCAG member government. The FCAG shall apply its conflict-of-interest policy, including the standards of 2 CFR 200.318(c)(1) where federal funds are involved, to any such relationship.

17. RECORDS RETENTION. The Contractor shall retain records related to the services performed under this Agreement until the latest of: (a) three (3) years following termination or expiration of this Agreement; (b) three (3) years after the FCAG submits the final financial report for any federal award to which costs under this Agreement were charged, as the FCAG notifies the Contractor; (c) the resolution of any litigation, claim, or audit involving the records that began before the end of those periods; or (d) the end of any longer period required by 2 CFR 200.334, the applicable Wyoming State Archives records retention schedule, or

other law. The FCAG is the official custodian of its records. This Section applies to records and work papers the Contractor is permitted to keep under Section 14, and the Contractor shall not destroy any such record without first offering it to the FCAG.

18. ENTIRE AGREEMENT: NO THIRD-PARTY BENEFICIARIES. This Agreement constitutes the entire agreement between the FCAG and the Contractor with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations, or understandings, whether written or oral.

This Agreement is made for the sole benefit of the parties hereto and their permitted successors and assigns. Nothing in this Agreement shall be deemed to confer any rights or remedies upon any third party.

The following exhibits are incorporated into this Agreement: Exhibit A - Scope of Services; and Exhibit B - Federal Contract Provisions. If there is a conflict among them, the following order of precedence applies: (1) Exhibit B, to the extent applicable; (2) the body of this Agreement; and (3) Exhibit A.

19. AMENDMENT; WAIVER. This Agreement may be amended or modified only by a written instrument signed by duly authorized representatives of both parties. No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default. The failure of either party at any time to enforce any provision of this Agreement shall not be construed as a waiver of such provision.

20. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict-of-laws principles. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state courts of Fremont County, Wyoming, unless otherwise required by law. Before filing suit, a party shall give the other written notice of the dispute, and the parties' designated representatives shall meet within fifteen (15) days and attempt in good faith to resolve it within thirty (30) days after the notice. This requirement does not prevent either party from seeking injunctive relief, terminating this Agreement under Section 10, or filing suit to avoid the running of a limitations period.

21. FORCE MAJEURE. Neither party shall be liable for failure or delay in performance under this Agreement due to causes beyond its reasonable control, including acts of God, natural disasters, or governmental actions, provided that the affected party gives prompt notice to the other party. Force majeure does not include a cyberattack, system failure, or loss of personnel that the safeguards and staffing required by this Agreement would reasonably have prevented or mitigated, and it does not excuse the Contractor's obligations under Sections 13 and 14. If a force majeure event prevents the Contractor's performance for more than thirty (30) days, the FCAG may terminate this Agreement immediately upon written notice.

22. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

23. NOTICES. Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail

(return receipt requested), or by recognized overnight courier, to the addresses of the parties set forth herein, or to such other address as a party may designate by written notice. Notices may also be given by email to the designated representative below and are effective upon the recipient's written or electronic confirmation of receipt. Designated representatives: for the FCAG, Tim Nichols, Director, timothy.nichols@fcagwy.gov and Jesse Grosinger, Business Manager, jesse.grosinger@fcagwy.gov; for the Contractor, Charri Lara, Municipal Finance Director, charri@wyomuni.org.

24. NO JOINT VENTURE OR AGENCY. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. The Contractor shall have no authority to bind or obligate the FCAG in any manner.

25. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures transmitted electronically or by facsimile shall be deemed valid and binding.

26. HEADINGS. The section headings used in this Agreement are for convenience only and shall not be used to interpret or construe the provisions of this Agreement.

27. COMPLIANCE WITH LAWS; FEDERALLY FUNDED SERVICES. The Contractor shall comply with all federal, state, and local laws applicable to its performance, including laws prohibiting discrimination in employment and in the provision of services. The FCAG may pay for services under this Agreement in whole or in part with federal or state grant funds, including FTA funds provided through WYDOT. To the extent any compensation under this Agreement is charged to a federal award, the Contractor shall comply with Exhibit B and with any additional requirements of that award that the FCAG identifies to the Contractor in writing.

28. REPORTING OF IRREGULARITIES. The Contractor shall report in writing to the FCAG Director and the Chair of the FCAG Board, within two (2) business days after discovery, any suspected fraud, theft, embezzlement, misappropriation, bribery, conflict of interest, or other irregularity involving FCAG funds, records, or personnel that comes to its attention in performing the services. If the suspected irregularity involves the Director, the Contractor shall report it only to the Chair of the FCAG Board. The Contractor shall not retaliate against any employee for making such a report and, where federal funds are involved, shall inform its employees in writing of their rights under 41 U.S.C. 4712.

29. KEY PERSONNEL AND QUALIFICATIONS. The Contractor shall assign to this Agreement personnel experienced in governmental fund accounting, payroll, and federal grant financial management. The Contractor shall not replace key personnel without at least ten (10) business days' prior written notice to the FCAG, and any replacement shall have qualifications at least equal to those of the person replaced. The FCAG may require the Contractor to remove from work under this Agreement

any person whose performance or conduct the FCAG reasonably finds unsatisfactory. The Contractor is responsible for supervising and reviewing the work of its personnel.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below.

_____,
Fremont County Association of Governments (FCAG)

By: _____

Name: _____

Title: _____

Date: _____

WYOMING ASSOCIATION OF MUNICIPALITIES ("WAM"):

BY: _____
Ashley Harpstreith, Executive Director

Date: _____

EXHIBIT A - SCOPE OF SERVICES

A.1 General Ledger and Monthly Close. Review and confirm the recording of all transactions in the FCAG's accounting system by fund, program, and grant; review and confirm the FCAG's monthly reconciliations of all bank and investment accounts monthly; and review and confirm the monthly financial package (balance sheet, budget-to-actual statement of revenues and expenditures by fund and program, bank reconciliations, and a list of reconciling items) by the fifteenth (15th) business day of the following month.

A.2 Accounts Payable. Review and confirm the processing of vendor invoices approved by the FCAG; prepare payment batches before FCAG release; confirm that vendor files, including Forms W-9 are complete, and confirm each change to vendor bank or remittance information before it takes effect;and review and confirm annual Forms 1099 for FCAG review by January 20 of each year.

A.3 Receivables and Grant Reimbursements. Review and confirm the recording of revenues and receivables; and review and confirm grant reimbursement requests and financial reports, including WYDOT reimbursement requests, before FCAG signature and submission no later than five (5) business days before each funding-agency deadline.

A.4 Payroll Support. Review and confirm payroll prepared from FCAG-approved timesheets each pay period; including any change to an employee's pay rate, deductions, or direct-deposit information; confirm the payroll register at least two (2) business days before the pay date and before FCAG approval; and review and confirm quarterly and annual payroll tax filings and related reports (including Forms 941 and W-2/W-3, Wyoming unemployment insurance and worker's compensation reports, and Wyoming Retirement System reports, as applicable) before FCAG submission by their due dates.

A.5 Budget Support. Assist the FCAG in preparing its annual budget and any budget amendments in the format the FCAG requires, and review and confirm budget-to-actual results by fund and program.

A.6 Cost Allocation. Review and confirm the allocation of shared costs among programs and grants using the FCAG's approved cost allocation plan or method, including the supporting documentation for each allocation.

A.7 Year-End Close and Audit Support. Review and confirm the FCAG's close of the fiscal year ending June 30; review and confirm the trial balance, account reconciliations, capital asset and depreciation schedules, the Schedule of Expenditures of Federal Awards, and other schedules on the auditor's request list by October 1.

A.8 Documentation. Confirm that FCAG staff maintain in FCAG systems source documentation for each transaction sufficient to support its allowability under the FCAG's grant agreements and to meet the retention requirements of Section 17.

A.9 Excluded Services. The Contractor shall not perform the FCAG's annual independent audit, provide legal advice, hold bank signature or payment-release authority, make management decisions on the FCAG's behalf, or prepare or record transactions in place of FCAG staff unless authorized by a Task Authorization.

A.10 Estimated Level of Effort. The parties estimate that the services will require approximately 10 hours per month. This estimate is not a guarantee of minimum hours, and total compensation remains subject to the Contract Maximum in Section 4.

EXHIBIT B - FEDERAL CONTRACT PROVISIONS

This Exhibit applies only to the extent compensation under this Agreement is paid in whole or in part with federal financial assistance, including FTA funds provided through WYDOT. A provision stated to apply above a dollar threshold applies only if this Agreement meets that threshold.

B.1 No Federal Government Obligation to Third Parties. The FCAG and the Contractor acknowledge that, absent the Federal Government's express written consent, the Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the FCAG, the Contractor, or any other party arising out of this Agreement.

B.2 Program Fraud and False or Fraudulent Statements. The Contractor acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., and U.S. DOT regulations at 49 CFR part 31 apply to its actions under this Agreement, and that 18 U.S.C. 1001 and 49 U.S.C. 5323(l)(1) may apply to any false or fraudulent claim, statement, submission, or certification made in connection with an FTA-funded project.

B.3 Access to Records and Reports. Consistent with 49 U.S.C. 5325(g) and 2 CFR 200.337, the Contractor shall give the FCAG, WYDOT, the FTA Administrator, the Secretary of Transportation, the Comptroller General of the United States, and their authorized representatives access to any books, documents, papers, and records of the Contractor directly pertinent to this Agreement for audits, examinations, excerpts, and transcriptions, and shall retain them as required by Section 17.

B.4 Federal Changes. The Contractor shall comply with all applicable FTA regulations, policies, procedures, and directives, including those in the FTA Master Agreement and the FCAG's agreements with WYDOT, as they may be amended during the term of this Agreement.

B.5 Termination. Section 10 of this Agreement provides for termination for cause and for convenience as required by 2 CFR part 200, Appendix II(B).

B.6 Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 CFR part 180 and 2 CFR part 1200 if its value is $25,000 or more. The Contractor certifies that neither it nor any of its principals is presently excluded, debarred, suspended, or otherwise ineligible to participate in federal assistance programs, shall notify the FCAG immediately if that status changes, and shall include this requirement in any lower-tier covered transaction.

B.7 Restrictions on Lobbying. If this Agreement is $100,000 or more, the Contractor shall file the certification required by 31 U.S.C. 1352 and 49 CFR part 20 and shall disclose any lobbying with non-federal funds in connection with obtaining a federal award.

B.8 Civil Rights. The Contractor shall not discriminate against any employee, applicant, or person on the basis of race, color, religion, national origin, sex, disability, or age, and shall comply with Title VI of the Civil Rights Act of 1964, 49 U.S.C. 5332, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination Act of 1975, and their implementing regulations, as applicable.

B.9 Disadvantaged Business Enterprise. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in termination or such other remedy as the FCAG deems appropriate.

B.10 Prohibited Telecommunications and Video Surveillance. The Contractor shall not use federal funds under this Agreement to procure or obtain, or to provide as a substantial or essential component of any system, telecommunications or video surveillance equipment, services, or systems prohibited by 2 CFR 200.216 and Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.

B.11 Whistleblower Protections. The Contractor shall comply with 41 U.S.C. 4712 and shall inform its employees in writing of their rights and remedies under that section.

B.12 Safe Operation of Motor Vehicles. The Contractor shall adopt and enforce a policy prohibiting its employees from text messaging while driving in the performance of this Agreement, consistent with Executive Order 13513 and U.S. DOT Order 3902.10, and is encouraged to adopt on-the-job seat belt policies consistent with Executive Order 13043.

B.13 Other Federal Awards. If compensation is charged to a federal award other than an FTA award, the Contractor shall comply with the applicable provisions of 2 CFR part 200, Appendix II, and any other award requirements the FCAG identifies to the Contractor in writing.

B.14 Incorporation of FTA Terms. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, as amended, are incorporated by reference and control over any conflicting provision of this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any FCAG request that would cause the FCAG to violate the FTA terms and conditions.

B.15 Flow-Down. The Contractor shall include the provisions of this Exhibit in every subcontract funded under this Agreement, modified only to identify the parties.

FREMONT COUNTY ASSOCIATION OF GOVERNMENTS

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Wind River Transportation Authority • Project Independence

BOARD AGENDA ITEM REPORT

Subject	**FCAG-POL-3.1 Revisions**		
Meeting Date	October 22, 2026	**Agenda Item No.**	**VII.b**
Meeting Type	☒ Regular ☐ Special ☐ Work Session		
Agenda Section	☐ Consent Agenda ☐ Unfinished Business ☒ New Business ☐ Reports and Updates ☐ Public Hearing		
Nature of Action	☒ Motion ☐ Resolution ☐ Agreement / Contract ☐ Direction to Staff ☐ Information Only		
Program Area	☒ FCAG Administration ☐ WRTA ☐ Project Independence (CSBG) ☐ Regional EMS		
Strategic Plan Alignment	☐ Yes - Goal / Objective: not specified ☒ No (Regular Business)		
Submitted By	Tim Nichols, Executive Director	**Presented By**	Tim Nichols, Executive Director
Attachments	☒ Yes - proposed documents in Section X; packet assembly pending		

I. EXECUTIVE SUMMARY

The working FCAG-POL-3.1 revisions workbook identifies 32 interrelated opportunities to reconcile FCAG's organization-wide financial rules with WRTA program-specific procurement policy. The most significant proposed change would establish $25,000 or greater as the general Board approval threshold for purchases, contracts and capital acquisitions, while retaining the separate $5,000 capitalization and certain disposition controls. These revisions are proposals, not current policy, until the Board approves a complete controlled version.

II. BACKGROUND AND PRIOR BOARD ACTIONS

The Board adopted the financial handbook in mid-2026, and later materials highlighted potentially overlapping thresholds and delegations. The October 16 comparison workbook was prepared to support aligned FCAG and WRTA financial controls.

Date	Meeting / Body	Discussion or Action Taken
07/2026	FCAG Board	Adopted financial policy handbook (current controlling version).
10/16/2026	FCAG Administration	Prepared 32-row proposed FCAG/WRTA policy alignment comparison.

III. STATEMENT OF ISSUE *Why this item is before the Board*

Inconsistent thresholds may create uncertainty about the limits of staff authority and Board-reserved decisions. The policy should establish clear controls without eliminating federal, WYDOT, FTA, grant-specific and other more restrictive requirements.

IV. LEGAL AND POLICY AUTHORITY

Legal Review	☐ Reviewed by FCAG Counsel ☐ Review Pending ☒ Not Required

FCAG Board-adopted financial policies, current WRTA procurement rules, FCAG Delegation of Authority, 2 CFR Part 200 and applicable WYDOT/FTA requirements. Proposed policy terms do not govern until adopted.

V. FISCAL IMPACT

Fiscal Impact	☒ None ☐ Within Adopted Budget ☐ Budget Amendment Required ☐ Revenue to FCAG		
Amount	$0.00 (policy change)	**Fiscal Year**	FY2027
Funding Source(s)	None; future transactions governed by resulting policy		
Budget Line / Account	Not verified / enter final chart of accounts	**Local Match Required**	☒ No

Proposed $25,000 procurement/contract approval threshold is not yet in force; the $5,000 asset capitalization threshold remains analytically separate. The analysis preserves Board oversight of disposition of assets originally acquired for $5,000 or more, subject to the final approved policy.

VI. ALTERNATIVES AVAILABLE TO THE BOARD

Alternative	Effect of Board Selecting This Alternative
1. Approve as recommended	Adopts controlled final Version 1.2 only after policy and legal review.
2. Approve with modifications	Amends proposed thresholds or procedures subject to full redline review.
3. Deny or take no action	Leaves the proposed action unapproved and current legal/policy requirements unchanged.
4. Table or continue to a date certain	Allows verification of missing materials and renewal of consideration at a properly noticed meeting; may affect schedules.

VII. ACTION REQUESTED

Review the annotated comparison and a clean tracked final policy before any vote. Evaluate delegated purchasing levels, competitive quotations, emergency purchases, contract change orders and ceilings, payment approvals, asset disposal, records retention, cost analysis and the relationship between parent policy and WRTA procurement rules.

VIII. PROPOSED MOTION

BOARD MEMBER: “I move to adopt FCAG-POL-3.1, Financial Policies and Procedures Handbook, Version 1.2, as presented, with an effective date of [DATE], and direct preparation of the corresponding WRTA procurement-policy updates for approval as required.”

(Second required if a motion is made.) Chair: “It has been moved and seconded. Is there any discussion?”
Vote: ☐ Majority of quorum present ☐ Other: verify applicable Bylaws.

IX. EXECUTIVE DIRECTOR’S RECOMMENDATION

Recommend a single, consistent delegated-authority framework, preservation of segregation of duties and dual authorizations, Board oversight of significant commitments, and a formally documented implementation date and staff training. Final packet verification: Confirm counsel and finance review, final revised handbook language, corresponding WRTA policy, associated delegation-of-authority document, procurement controls required by grant agreements, amendment effective date, and whether any transactions pending before adoption must be governed by the existing rules.

X. ATTACHMENTS

Attachment A	FCAG-POL-3.1 Revisions.xlsx

AGENDA ROUTING AND APPROVAL *Completed before the item is placed on the agenda*

Review	Name	Signature / Initials	Date
Prepared By	Tim Nichols	TN	10/19/2026
Fiscal Review (Business Manager)	Jesse Grosinger	Pending	10/19/2026
Legal Review (if required)	N/A	N/A	N/A
Approved for Agenda (Executive Director)	Executive Director	TN	10/19/2026

RECORD OF BOARD ACTION *For Board Secretary use only*

Action Taken	☐ Approved as Presented ☐ Approved as Amended ☐ Denied ☐ Received / Information Only ☐ Tabled or Continued to: Date		
Motion By	Board member	**Seconded By**	Board member
Vote	Ayes: # Nays: # Abstain: # Absent: #		
Resolution / Minutes Ref.	No. / page	**Recorded By / Date**	Name, date

This report and its attachments are part of the public meeting packet and are public records under the Wyoming Public Records Act unless a specific exemption applies.

FCAG-POL-3.1 Revision 2

Policy Area	Current Continuity Issue	Proposed FCAG-POL-3.1 Version 1.2 Language	Proposed WRTA-POL-3.1 Language	Result
Policy Relationship / Hierarchy	FCAG-POL-3.1 applies organization-wide, while WRTA-POL-3.1 says it controls FTA-funded transit procurement. The relationship is not sufficiently explicit.	"FCAG-POL-3.1 establishes the organization-wide financial management, approval, internal-control, and procurement governance framework applicable to all FCAG programs and divisions. Where a program-specific policy, grant agreement, funding-source requirement, federal or state law, or pass-through entity requirement establishes additional or more restrictive requirements, those requirements shall also apply."	"WRTA-POL-3.1 supplements FCAG-POL-3.1 for FTA- and WYDOT-assisted transit procurements. Nothing in this policy eliminates or supersedes FCAG Board approval, budget authority, segregation-of-duties requirements, or other organization-wide financial controls established by FCAG-POL-3.1. Where this policy or an applicable FTA/WYDOT requirement is more restrictive, the more restrictive requirement shall apply."	Establishes a clear parent-policy/program-policy relationship.
Capitalization Threshold	The $5,000 capitalization threshold can be confused with the current $5,000 Board acquisition threshold.	"All non-expendable personal property with an individual acquisition cost of $5,000 or greater shall be recorded in FCAG's capital asset inventory and tracked from acquisition through disposition. This capitalization threshold does not establish the threshold for Board approval of an acquisition."	"FTA-funded property shall additionally be inventoried, tracked, and managed in accordance with applicable FTA, WYDOT, grant, and Transit Asset Management requirements regardless of FCAG's capitalization threshold where required."	Clearly separates accounting treatment from purchasing authority.
Capital Asset Board Approval	FCAG currently requires Board approval above $5,000, while WRTA permits administrative small purchases through $24,999.99.	"Capital asset acquisitions with an acquisition cost of $25,000 or greater require prior approval of the FCAG Board. Capital asset acquisitions below $25,000 may be approved administratively within the adopted budget and delegated purchasing authority, provided all applicable procurement, grant, funding-source, and internal-control requirements have been satisfied."	Add cross-reference: "Capital asset acquisitions remain subject to the Board-approval requirements established by FCAG-POL-3.1."	Establishes $25,000 as the consistent Board acquisition threshold.
Micro-Purchases	Both policies are essentially aligned at $5,000, but terminology can be standardized.	"Micro-purchases are purchases with an aggregate value below $5,000. Micro-purchases may be approved by the Executive Director or authorized designee and do not require competitive quotations unless otherwise required by a funding source or program-specific policy. Price reasonableness shall be documented."	Replace placeholders such as "Micro Purchase Limit" with "less than $5,000."	Removes placeholders and creates identical terminology.
Small-Purchase Range	Both use approximately $5,000–$24,999.99.	"Small purchases are procurements with an aggregate value of $5,000 through $24,999.99."	Use identical definition: "Small purchases are procurements with an aggregate value of $5,000 through $24,999.99."	Exact alignment.
Small-Purchase Approval	FCAG has overlapping Director/Finance Committee authority while WRTA assigns authority to the Director.	"Small purchases may be approved by the Executive Director when included within the adopted budget and within available funding. Finance Committee approval is not required for individual transactions within delegated administrative authority unless specifically directed by the Board."	"Small purchases shall be approved in writing by the Executive Director or authorized designee consistent with FCAG-POL-3.1."	Removes transactional Finance Committee approval below $25,000.
Small-Purchase Competition	FCAG requires three written quotes; WRTA requires at least two sources and permits oral quotes.	"For purchases of $5,000 through $24,999.99, written quotations shall be obtained from at least two qualified sources. Three or more quotations should be solicited when practicable. The procurement record shall document the sources solicited, quotations received, price reasonableness, selection determination, and circumstances when the desired level of competition cannot reasonably be obtained."	Replace current oral/written quote provision with substantially identical language.	Creates one auditable standard across FCAG and WRTA.
Public Notice for Small Purchases	FCAG currently contains a 14-day public notice requirement that effectively treats small purchases as formal procurements. WRTA does not.	Replace with: "Public advertisement is not required for a small purchase unless required by law, funding source, grant agreement, or when the Executive Director determines formal competition is in FCAG's best interest."	Maintain small-purchase quotation process without mandatory formal public advertising.	Keeps the small-purchase method genuinely administrative.
Formal Procurement Threshold	Policies alternate between "above $25,000," "greater than $25,000," and "at or over $25,000."	"Formal procurement procedures apply to procurements with an aggregate value of $25,000 or greater."	Replace all threshold terminology with "$25,000 or greater."	Eliminates a technical gap at exactly $25,000.
Formal Procurement Approval	Both generally require Board approval, but terminology differs.	"Any procurement, contract award, or capital asset acquisition with an aggregate value of $25,000 or greater requires approval of the FCAG Board before FCAG becomes contractually obligated, except as expressly provided under the Emergency Procurement provisions of this policy."	"Formal procurements of $25,000 or greater require approval by the Executive Director and FCAG Board prior to contract award or execution."	One organization-wide Board threshold.
Operational Expenditures	Current FCAG matrix requires Finance Committee approval between $10,001 and $25,000, conflicting with administrative procurement authority.	Revise matrix to: "Operational expenditures below $25,000 may be approved by the Executive Director when within the adopted budget and applicable procurement authority. Operational expenditures of $25,000 or greater require Board approval unless the Board has previously approved the specific obligation through a contract, award, capital authorization, or other formal action."	No substantive WRTA change beyond cross-reference to FCAG authority.	Aligns spending authority with procurement authority.
Finance Committee Role	Current Handbook places the Finance Committee partly in an operational approval role.	"The Finance Committee provides financial oversight, reviews budgets, quarterly financial reports, audits, internal controls, reserves, significant variances, and proposed financial policies, and makes recommendations to the Board. Routine expenditures within delegated administrative authority do not require Finance Committee approval."	No WRTA amendment necessary.	Keeps the committee focused on governance rather than purchasing administration.

Sole Source / Noncompetitive Procurement	FCAG broadly says Board approval required, while WRTA permits noncompetitive methods under specific federal circumstances.	"Noncompetitive procurement may be used only when permitted under applicable law, grant requirements, and program-specific procurement policies. A written justification, determination of price or cost reasonableness, conflict review, and other required documentation shall be completed before award. A noncompetitive procurement of $25,000 or greater requires Board approval unless authorized under the Emergency Procurement provision."	Retain WRTA's detailed FTA sole-source criteria, but add: "Approval authority remains subject to FCAG-POL-3.1. A noncompetitive procurement of $25,000 or greater requires FCAG Board approval unless immediate emergency authority is applicable."	Preserves federal procedures while maintaining Board governance.
Emergency Procurement	FCAG currently gives the Director emergency authority up to $10,000 while another provision indicates all emergency procurement requires Board action.	"The Executive Director may authorize an emergency procurement below $25,000 when immediate action is necessary to protect life, health, safety, property, continuity of essential public services, or FCAG assets and normal procurement procedures cannot reasonably be completed. The circumstances, procurement method, vendor selection, cost, and funding source shall be documented and reported to the Board at its next meeting. Emergency obligations of $25,000 or greater require Board approval unless delay would materially threaten life, health, safety, property, or continuity of an essential public service and immediate action is otherwise permitted by applicable law. Any such action shall be limited to the minimum necessary response and presented to the Board for ratification at the earliest lawful opportunity."	Add cross-reference to FCAG emergency authority while preserving WYDOT/FTA emergency and noncompetitive requirements.	Resolves the current contradiction without removing emergency responsiveness.
Contract Awards	Current table says Board action "if >$25,000."	"Contract awards of $25,000 or greater require FCAG Board approval prior to execution unless previously authorized through specific Board action."	Use same $25,000-or-greater formulation.	Aligns contract and purchasing authority.
Board-Approved Contract Ceiling	WRTA allows administrative contract modifications that could theoretically increase an already Board-approved contract beyond the amount approved.	"Board approval of a contract establishes the maximum authorized contract amount unless the Board expressly delegates a contingency or other additional authority. Staff may administer the contract within the amount and scope approved by the Board."	"Administrative contract modifications may not cause a contract to exceed the total amount authorized by the FCAG Board or materially alter the Board-approved scope unless additional Board approval is obtained."	Protects Board control over total obligations.
Contract Change Orders	WRTA currently gives Business Manager authority for certain modifications up to $10,000 and Director authority above that, without sufficiently tying authority to the Board ceiling.	Add to FCAG: "The Executive Director may approve administrative change orders within the Board-authorized contract amount and scope. Any change increasing the total authorized amount or materially modifying the approved scope requires Board approval."	Replace ambiguous language with: "The Business Manager may approve administrative modifications and change orders up to $10,000 when the change remains within the Board-authorized contract amount and scope. The Executive Director may approve changes exceeding $10,000 only when the total contract remains within the Board-authorized amount and approved scope. Any increase above the Board-authorized amount or material change in scope requires prior Board approval."	Resolves a material governance gap.
Cardinal / Material Changes	WRTA addresses cardinal changes; FCAG does not expressly distinguish them.	"A material change in scope, contract purpose, quantity, or obligation that effectively constitutes a new procurement shall not be approved administratively and shall be processed in accordance with applicable competitive procurement requirements."	Retain WRTA cardinal-change provisions and cross-reference FCAG Board approval.	Prevents change orders from becoming de facto new procurements.
Dual Approval of Payments	FCAG requires two approvals over $5,000. This is a useful internal control.	"All checks, ACH payments, wire transfers, or other electronic disbursements exceeding $5,000 require approval by two authorized individuals. The same individual shall not initiate and provide final approval of the payment."	WRTA payment procedures should cross-reference this FCAG control.	Keeps segregation of duties.
Board Approval of Large ACH/Wire	Current matrix suggests a second Board vote solely because payment exceeds $50,000.	Replace with: "Board approval attaches to the underlying obligation rather than the payment method. Payment of an obligation previously approved by the Board does not require additional Board action solely because the payment exceeds a specified dollar amount or is transmitted electronically. All applicable dual-approval and segregation-of-duties requirements remain in effect."	Add: "Payments under Board-approved WRTA contracts or capital acquisitions shall be processed in accordance with FCAG-POL-3.1 and do not require a second Board authorization solely because of payment amount."	Prevents duplicate Board authorization while retaining controls.
Grant Drawdowns	FCAG and WRTA controls are generally compatible but should be clearly connected.	"Grant drawdowns require approval by the Business Manager and Executive Director and shall be supported by eligible expenditures, required local match documentation, and applicable grant records. Additional program-specific approval requirements shall apply where required."	Retain WRTA-specific FTA drawdown controls.	Maintains federal grant accountability.
Capital Asset Disposal	FCAG Board disposal threshold is $5,000. Increasing the acquisition threshold could accidentally be interpreted to affect disposal.	"Disposal of a capital asset with an original acquisition cost of $5,000 or greater requires Board approval unless otherwise expressly authorized by Board policy. This disposal threshold is independent of the $25,000 acquisition-approval threshold."	"Disposition of FTA-funded property is additionally subject to all applicable federal-interest, useful-life, WYDOT, FTA, grant, and TAM requirements."	Preserves oversight of public assets.
Asset Tracking Below Board Threshold	Need to ensure a $12,777 asset is still tracked even though Board authorization would no longer be required.	"Administrative acquisition authority does not alter capitalization, inventory, tagging, maintenance, insurance, grant, or disposition requirements applicable to the asset."	Cross-reference FCAG asset management requirements.	Makes the dump-trailer example unambiguous.
Vendor Debarment / Responsibility	FCAG focuses SAM.gov review on contracts above $25,000; WRTA has more detailed responsibility determinations.	"For procurements subject to federal debarment and suspension requirements, FCAG shall verify vendor eligibility through SAM.gov or another authorized method at the threshold required by the applicable federal program. Formal procurements shall include a documented responsibility determination."	Retain WRTA's detailed responsibility determination requirements for formal/Federal procurements.	Avoids duplicate but inconsistent procedures.

Conflict of Interest	FCAG has organization-wide rules while WRTA has detailed procurement-specific standards.	"FCAG's conflict-of-interest standards apply organization-wide. Where a program-specific procurement policy or funding requirement establishes stricter conflict-of-interest standards, the stricter standard shall apply."	"The procurement-specific conflict-of-interest provisions of WRTA-POL-3.1 supplement the organization-wide requirements of FCAG-POL-3.1."	Eliminates uncertainty over which rule controls.
Vendor Gifts	FCAG permits nominal items under $25 in some circumstances; WRTA prohibits vendor gifts/favors for procurement personnel.	"The nominal-item exception does not apply when acceptance is prohibited by a program-specific procurement policy, grant condition, federal or state requirement, or when the giver is participating or reasonably expected to participate in a procurement involving the recipient."	Retain stricter WRTA vendor-gift prohibition.	Prevents the FCAG exception from undermining WRTA procurement ethics.
Procurement Record Retention	FCAG generally uses seven years; WRTA has five-year language in portions of the policy.	"Procurement and contract records shall be retained for at least seven years following final payment, contract closeout, or other triggering event specified in the Records Retention Schedule, or longer when required by law, litigation hold, audit, grant, federal interest, or funding-source requirement."	Replace five-year references with: "at least seven years, or longer when required by FTA, WYDOT, the applicable award, federal interest, audit, or law."	Establishes a single conservative retention rule.
FTA Circular References	Both policies contain superseded fixed circular references.	"FTA-assisted activities shall comply with the version of the applicable FTA award-management, third-party contracting, program, and related guidance governing the award or procurement, as amended or superseded."	Use equivalent language and remove obsolete fixed references where appropriate.	Reduces the likelihood the policies immediately become outdated.
Federal Dollar Threshold References	Several hard-coded federal thresholds have changed over time.	"Where this Handbook references a federal threshold, the threshold established by applicable federal law or regulation for the relevant fiscal year or transaction shall control. FCAG's lower internal thresholds remain applicable unless formally amended by the Board."	Add equivalent language for federal procurement thresholds while retaining lower WYDOT/WRTA thresholds.	Allows federal thresholds to change without creating an internal contradiction.
Single Audit Threshold	FCAG currently states a fixed older dollar amount.	"FCAG shall arrange for a Single Audit in any fiscal year in which federal awards expended meet or exceed the threshold established by 2 CFR §200.501 applicable to that fiscal year."	No WRTA-specific amendment needed.	Prevents future policy obsolescence.
Independent Cost Estimate / Cost Analysis	WRTA contains fixed SAT-based references that can become stale.	FCAG may state: "Cost or price analysis shall be performed when required by applicable procurement procedures, federal regulations, grant requirements, or program-specific policy."	"For procurements subject to a federal Simplified Acquisition Threshold requirement, the threshold applicable at the time of procurement shall govern. WRTA shall also comply with any lower WYDOT or FCAG requirement."	Preserves compliance despite changing federal thresholds.
Revision History	FCAG is currently Version 1.1.	Add: "Version 1.2, October 22, 2026, Procurement and Financial Control Alignment. Revised Board authorization thresholds, harmonized FCAG/WRTA procurement controls, clarified contract and payment authority, and updated regulatory references."	WRTA policy should receive a corresponding revision date/version if its language is amended.	Establishes a defensible document-control history.

FREMONT COUNTY ASSOCIATION OF GOVERNMENTS

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BOARD AGENDA ITEM REPORT

Subject	**2027 FCAG Board Orientation Schedule**		
Meeting Date	October 22, 2026	**Agenda Item No.**	**VII.c**
Meeting Type	☒ Regular ☐ Special ☐ Work Session		
Agenda Section	☐ Consent Agenda ☐ Unfinished Business ☒ New Business ☐ Reports and Updates ☐ Public Hearing		
Nature of Action	☐ Motion ☐ Resolution ☐ Agreement / Contract ☒ Direction to Staff ☐ Information Only		
Program Area	☒ FCAG Administration ☐ WRTA ☐ Project Independence (CSBG) ☐ Regional EMS		
Strategic Plan Alignment	☐ Yes - Goal / Objective: not specified ☒ No (Regular Business)		
Submitted By	Tim Nichols, Executive Director (draft prepared for review)	**Presented By**	Tim Nichols, Executive Director (proposed)
Attachments	☒ Yes - proposed documents in Section X; packet assembly pending		

I. EXECUTIVE SUMMARY

Administration proposes a two-day orientation and governance retreat for January 7 and 8, 2027, at Central Wyoming College in Riverton. The October working itinerary provides an interactive program on FCAG's legal foundations, collective governing authority, open government, fiduciary responsibilities, organizational programs, Board-staff distinctions, strategic priorities and intergovernmental cooperation. The College venue and some guests remain proposed or invited, not confirmed.

II. BACKGROUND AND PRIOR BOARD ACTIONS

With Board representation changing in January, preparatory correspondence has been sent to prospective presenters. Chair Tim Hancock confirmed October 16 that he would provide a letter for incoming members as part of the orientation packet.

Date	Meeting / Body	Discussion or Action Taken
10/08/2026	FCAG Administration	Invited presenters for proposed January 7-8 orientation.
10/16/2026	FCAG Chair	Agreed to prepare outgoing Chair welcome letter for orientation packet.
—	—	No additional prior action documented.

III. STATEMENT OF ISSUE *Why this item is before the Board*

The retreat is intended to transfer institutional knowledge, equip the incoming members to exercise oversight collectively, and establish consistent expectations before the 2027 governance cycle.

IV. LEGAL AND POLICY AUTHORITY

Legal Review	☐ Reviewed by FCAG Counsel ☒ Review Pending ☐ Not Required

FCAG Joint Powers Agreement, Bylaws, Wyoming open-government rules and authorized organizational spending procedures. The retreat and participation arrangements require appropriate public notice and fiscal controls.

V. FISCAL IMPACT

Fiscal Impact	☐ None ☐ Within Adopted Budget ☐ Budget Amendment Required ☐ Revenue to FCAG (Budget status to verify)		
Amount	$0.00 (retreat budget pending)	**Fiscal Year**	FY2027
Funding Source(s)	Administrative budget; travel / venue costs unconfirmed		
Budget Line / Account	Not verified / enter final chart of accounts	**Local Match Required**	☐ Yes ☐ No Not established

A final retreat budget, speaker costs and venue contract were not verified. Approval of the planning schedule does not independently authorize unspecified expenses or private decision-making.

VI. ALTERNATIVES AVAILABLE TO THE BOARD

Alternative	Effect of Board Selecting This Alternative
1. Approve as recommended	Endorses January 7-8 planning schedule, without unspecified spending.
2. Approve with modifications	Changes dates, content or facilitation scope subject to feasibility.
3. Deny or take no action	Leaves the proposed action unapproved and current legal/policy requirements unchanged.
4. Table or continue to a date certain	Allows verification of missing materials and renewal of consideration at a properly noticed meeting; may affect schedules.

VII. ACTION REQUESTED

Discuss and, if desired, endorse the January 7-8 planning dates and two-day structure; direct staff to complete venue and speaker confirmation, budget, reading materials and necessary public meeting procedures.

VIII. PROPOSED MOTION

BOARD MEMBER: “I move to endorse January 7 and 8, 2027 as the proposed dates for an FCAG Board orientation and governance retreat and direct the Executive Direcotr to finalize the venue, program, reasonable expenses and public meeting arrangements for review.”

(Second required if a motion is made.) Chair: “It has been moved and seconded. Is there any discussion?”
Vote: ☐ Majority of quorum present ☐ Other: verify applicable Bylaws.

IX. EXECUTIVE DIRECTOR’S RECOMMENDATION

Proceed with a practical curriculum focused on applicable bylaws, the Joint Powers Agreement, Board roles, FCAG programs, financial controls, open government and regional cooperation. Reserve final institutional priorities for the incoming Board. Final packet verification: Confirm CWC room use with appropriate officials, speakers, retreat expenses, public notice and access, the level of participation by future Board members and the one-week pre-read packet schedule.

X. ATTACHMENTS

Attachment A	FCAG_2027_Board_Orientation_Retreat_Itinerary.xlsx
Attachment B	Presenter correspondence / venue confirmations (pending)
Attachment C	—

AGENDA ROUTING AND APPROVAL *Completed before the item is placed on the agenda*

Review	Name	Signature / Initials	Date
Prepared By	Tim Nichols (draft)	Pending	Pending
Fiscal Review (Business Manager)	Jesse Grosinger (pending)	Pending	Pending
Legal Review (if required)	FCAG counsel (if required)	Pending	Pending
Approved for Agenda (Executive Director)	Executive Director (pending)	Pending	Pending

RECORD OF BOARD ACTION *For Board Secretary use only*

Action Taken	☐ Approved as Presented ☐ Approved as Amended ☐ Denied ☐ Received / Information Only ☐ Tabled or Continued to: Date		
Motion By	Board member	**Seconded By**	Board member
Vote	Ayes: # Nays: # Abstain: # Absent: #		
Resolution / Minutes Ref.	No. / page	**Recorded By / Date**	Name, date

This report and its attachments are part of the public meeting packet and are public records under the Wyoming Public Records Act unless a specific exemption applies.

FCAG 2027 Board Orientation & Governance Retreat | Working Itinerary

January 7–8, 2027 | Central Wyoming College, Riverton (proposed)

Date	Day	Start	End	Duration	Category	Lession / Activity	Lead / Guest	Format	Location	Primary Outcome / Deliverable
Thu, Jan 7	Day 1	8:30 AM	9:00 AM	0.50 hr	Welcome	Welcome Breakfast: Why We Are Here	**Previous FCAG Chair + Executive Director**	Interactive	ITECC 115, Miller Community Hall	Set expectations; surface member perspectives and regional priorities.
Thu, Jan 7	Day 1	9:00 AM	10:00 AM	1.00 hr	Core Session	What Exactly Is FCAG?	**Executive Director**	Interactive	ITECC 125	Understand FCAG history, legal form, regional purpose, programs, assets, and current responsibilities.
Thu, Jan 7	Day 1	10:00 AM	10:15 AM	0.25 hr	*Break*	Break		Break		
Thu, Jan 7	Day 1	10:15 AM	11:30 AM	1.25 hr	Core Session	FCAG's Legal Foundation	FCAG Legal Counsel	Scenario Discussion	ITECC 116, Wind River Room	Understand the Joint Powers Agreement, Bylaws, Governance Policy, authority hierarchy, and Board-reserved decisions.
Thu, Jan 7	Day 1	11:30 AM	12:30 PM	1.00 hr	Core Session	Wyoming Open Government for FCAG Board Members	**FCAG Legal Counsel / Guest Expert**	Interactive	ITECC 116, Wind River Room	Recognize meeting, records, executive session, electronic communication, and confidentiality boundaries.
Thu, Jan 7	Day 1	12:30 PM	1:15 PM	0.75 hr	Meal	Working Lunch: Governments Behind the Board	**Invited local / tribal leaders**	Panel	ITECC 115, Miller Community Hall	Hear what member governments and regional partners need from FCAG and where collaboration adds value.
Thu, Jan 7	Day 1	1:15 PM	2:30 PM	1.25 hr	Core Session	Governance vs. Management	**Previous Chair + Executive Director / Facilitator**	Interactive	ITECC 106	Clarify Board, officer, Executive Director, and staff roles using real-world scenarios.
Thu, Jan 7	Day 1	2:30 PM	2:45 PM	0.25 hr	*Break*	Break		Break		
Thu, Jan 7	Day 1	2:45 PM	3:45 PM	1.00 hr	Core Session	Shared Governance & Regional Cooperation	**President Brad Tyndall (invited)**	Facilitated Discussion	Arts Center, Auditorium	Connect shared governance to practical regional collaboration and economic opportunity.
Thu, Jan 7	Day 1	3:45 PM	4:30 PM	0.75 hr	Interactive	Building Our Board Culture	**Outside Facilitator / Chair**	Workshop	Arts Center	Draft principles for the FCAG Board Governance Compact.
Thu, Jan 7	Day 1	5:30 PM	7:00 PM	1.50 hr	Meal	Optional Board & Leadership Dinner	**Guest Speaker TBD**	Dinner / Conversation	Arts Center Lobby???	Relationship building and informal discussion on regional leadership.
Fri, Jan 8	Day 2	8:30 AM	8:45 AM	0.25 hr	Welcome	Day 1 Recap & Reset	**Executive Director**	Interactive	HS100	Identify one governance practice to strengthen and one behavior to avoid.
Fri, Jan 8	Day 2	8:45 AM	10:00 AM	1.25 hr	Core Session	Understanding FCAG as One Organization	**Executive Director + Leadership Team**	Interactive	HS100	Connect FCAG administration, WRTA, CSBG, regional development, EMS, facilities, and future initiatives.
Fri, Jan 8	Day 2	10:00 AM	10:15 AM	0.25 hr	*Break*	Break		Break		
Fri, Jan 8	Day 2	10:15 AM	11:30 AM	1.25 hr	Core Session	The Board's Fiduciary Responsibility	**Business Manager + Independent Auditor / CPA**	Hands-on	ITECC 125	Learn how to read the Board financial packet, understand controls, and ask governance-level financial questions.
Fri, Jan 8	Day 2	11:30 AM	12:15 PM	0.75 hr	Core Session	Grants, Compliance & Federal Responsibility	**WYDOT / Grant Compliance Guest**	Discussion	ITECC 125	Understand grant obligations, procurement, local match, monitoring, asset stewardship, and Board oversight.
Fri, Jan 8	Day 2	12:15 PM	1:00 PM	0.75 hr	Meal	Working Lunch: What Makes Regional Partnerships Work?	**President Brad Tyndall (invited)**	Panel	Dining Hall?	Identify practical conditions for successful intergovernmental partnership.
Fri, Jan 8	Day 2	1:00 PM	1:45 PM	0.75 hr	Core Session	Risk, Ethics & Public Trust	**Counsel + Auditor / Risk Guest**	Scenario Discussion	ITECC 116, Wind River Room	Work through conflicts, confidentiality, procurement ethics, personnel matters, public records, and speaking for FCAG.
Fri, Jan 8	Day 2	1:45 PM	2:30 PM	0.75 hr	Interactive	FCAG's Strategic Horizon	**Executive Director + Facilitator**	Priority Exercise	ITECC 125	Rank major strategic issues by urgency, regional impact, financial risk, and Board attention needed.
Fri, Jan 8	Day 2	2:30 PM	2:40 PM	0.17 hr	*Break*	Break		Break		
Fri, Jan 8	Day 2	2:40 PM	1/8/2027 16:00	1.33 hr	Interactive	FCAG's Strategic Horizon	**Executive Director + Facilitator**	Simulation	ITECC 116, Wind River Room	Finalize 8–12 shared commitments for how the Board will work together.
Fri, Jan 8	Day 2	4:00 PM	4:15 PM	0.25 hr	Wrap-Up	Closing Reflection & Next Steps	**Executive Director**	Reflection	ITECC 106	Capture training needs, follow-up items, and next actions before the first regular Board meeting.

FREMONT COUNTY ASSOCIATION OF GOVERNMENTS

A JOINT POWERS BOARD • FREMONT COUNTY, WYOMING

Wind River Transportation Authority • Project Independence

BOARD AGENDA ITEM REPORT

Subject	**Capital Asset Procurement Authorizations ($501,963.01)**		
Meeting Date	October 22, 2026	**Agenda Item No.**	**VII.d**
Meeting Type	☒ Regular ☐ Special ☐ Work Session		
Agenda Section	☐ Consent Agenda ☐ Unfinished Business ☒ New Business ☐ Reports and Updates ☐ Public Hearing		
Nature of Action	☒ Motion ☐ Resolution ☐ Agreement / Contract ☐ Direction to Staff ☐ Information Only		
Program Area	☐ FCAG Administration ☐ WRTA ☐ Project Independence (CSBG) ☐ Regional EMS (Other: WRTA / FCAG maintenance)		
Strategic Plan Alignment	☐ Yes - Goal / Objective: not specified ☒ No (Regular Business)		
Submitted By	Tim Nichols, Executive Director (draft prepared for review)	**Presented By**	Tim Nichols, Executive Director (proposed)
Attachments	☒ Yes - proposed documents in Section X; packet assembly pending		

I. EXECUTIVE SUMMARY

The draft October 22 agenda proposes consideration of two fleet/maintenance capital purchases totaling $501,963.01: a 2027 PH Trailers DL 7×14 15.4K dump trailer with 7-gauge floor for $12,777.00, and three 2026 StarCraft Allstar 14-passenger cutaway buses for $489,186.01. An October 7-8 WRTA/WYDOT email already discusses payment documentation and reimbursement for the three new cutaways under agreement FT24560. Staff therefore should not characterize the bus purchase as necessarily uncommitted or wholly prospective.

II. BACKGROUND AND PRIOR BOARD ACTIONS

Prior Board action authorizing the vehicles could not be verified from documents reviewed. The October financial policy comparison is not adopted and cannot be used as the operative approval authority. WYDOT communicated reimbursement documentation requirements to maintenance leadership on October 8.

Date	Meeting / Body	Discussion or Action Taken
10/07/2026	WRTA / WYDOT	Coordinated documentation and reimbursement for three cutaway buses.
10/16/2026	FCAG Administration	Included two proposed purchase amounts on draft October agenda; prior purchase authorization unverified.
—	—	No additional prior action documented.

III. STATEMENT OF ISSUE *Why this item is before the Board*

The Board needs to determine proper approval status, verified procurement eligibility, asset inventory treatment and fiscal exposure before recording an accurate authorization or ratification, particularly when a reimbursement request may already be underway.

IV. LEGAL AND POLICY AUTHORITY

Legal Review	☐ Reviewed by FCAG Counsel ☒ Review Pending ☐ Not Required

FCAG current financial/procurement policy, applicable federal/WYDOT transit grant and asset requirements and any existing Board authorizations. Proposed $25,000 policy threshold has not yet been adopted.

V. FISCAL IMPACT

Fiscal Impact	☐ None ☐ Within Adopted Budget ☐ Budget Amendment Required ☐ Revenue to FCAG (Budget status to verify)		
Amount	$501,963.01 (two proposed purchases)	**Fiscal Year**	FY2027
Funding Source(s)	FT24560/WYDOT and maintenance fund to verify separately		
Budget Line / Account	Not verified / enter final chart of accounts	**Local Match Required**	☐ Yes ☐ No To verify for each purchase

$12,777.00 + $489,186.01 = $501,963.01. The available correspondence confirms FT24560 reimbursement discussions but not the final vehicle vendor, grant split, actual payment date, award method or prior Board approval.

VI. ALTERNATIVES AVAILABLE TO THE BOARD

Alternative	Effect of Board Selecting This Alternative
1. Approve as recommended	Approves separately supported purchases within verified funding and authority.
2. Approve with modifications	Modifies quantities, caps or separates transactions before voting.
3. Deny or take no action	Leaves the proposed action unapproved and current legal/policy requirements unchanged.
4. Table or continue to a date certain	Allows verification of missing materials and renewal of consideration at a properly noticed meeting; may affect schedules.

VII. ACTION REQUESTED

Consider trailer and buses as separately votable transactions. For each present vendor quote or contract, written procurement selection and responsibility records, funding and grant share, availability of local match, prior Board authority, current purchase and payment status, and any necessary WYDOT approvals.

VIII. PROPOSED MOTION

BOARD MEMBER: “I move to ratify the purchase of the 2027 PH Trailers DL dump trailer for $12,777.00.”

BOARD MEMBER: “I move to authorize the procurement of three 2026 StarCraft Allstar 14-passenger cutaway buses totaling not more than $489,186.01 under the documented purchase and grant funding record associated with FT24560.”

(Second required if a motion is made.) Chair: “It has been moved and seconded. Is there any discussion?”
Vote: ☐ Majority of quorum present ☐ Other: verify applicable Bylaws.

IX. EXECUTIVE DIRECTOR’S RECOMMENDATION

Avoid grouping different funding or legal circumstances under one undifferentiated vote. Preserve documentation that demonstrates exactly what the Board approved and whether any other authorization already exists. Final packet verification: Obtain bus award and purchase order, actual invoice and proof of payment, prior approvals, FT24560 grant documents,

WYDOT eligibility confirmation, trailer quote and procurement record, funding and matching requirements, asset titles and conflicts reviews. The revised $25,000 policy threshold has not been adopted.

X. ATTACHMENTS

Attachment A	2027 PH Trailers dump-trailer quote (pending)
Attachment B	Three StarCraft cutaway invoices, PO and prior authorizations (pending)
Attachment C	WYDOT FT24560 grant/reimbursement documents (pending)

AGENDA ROUTING AND APPROVAL *Completed before the item is placed on the agenda*

Review	Name	Signature / Initials	Date
Prepared By	Tim Nichols (draft)	Pending	Pending
Fiscal Review (Business Manager)	Jesse Grosinger (pending)	Pending	Pending
Legal Review (if required)	FCAG counsel (if required)	Pending	Pending
Approved for Agenda (Executive Director)	Executive Director (pending)	Pending	Pending

RECORD OF BOARD ACTION *For Board Secretary use only*

Action Taken	☐ Approved as Presented ☐ Approved as Amended ☐ Denied ☐ Received / Information Only ☐ Tabled or Continued to: Date		
Motion By	Board member	**Seconded By**	Board member
Vote	Ayes: # Nays: # Abstain: # Absent: #		
Resolution / Minutes Ref.	No. / page	**Recorded By / Date**	Name, date

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FREMONT COUNTY ASSOCIATION OF GOVERNMENTS
WIND RIVER TRANSPORTATION AUTHORITY
2554 AIRPORT RD RIVERTON WY, 82501 • (307) 856-9782

Purchase Compliance/Procurement Documentation Form

Department: Administration **Date:** 9/18/2026
Employee Name: Jesse Grosinger
Vendor Name: Trailer Works of Laramie
DBE Vendor: ☐ Yes ☑ No Disadvantaged Business Enterprise - No, until advised by FTA, State of WY or US Fed Gov
Purchase Description: Dump Trailer
Total Purchase Amount: $ 12,777.00

Procurement Threshold:
(Check the applicable threshold for this transaction)

☐ $0 - $4,999.99 (No Formal Process Needed, Only Approval and Receipts)

☑ $5,000 - $24,999.99 (Verbal or Written quotations required)

☐ $25,000+ (Formal Procurment Process Required)

Number of Quotations/Proposals Received: 3

Justification for Vendor Selection:
☐ Lowest Price (meets all requirements at the lowest price)
☑ Best Value (optimal combination of price, quality, and service)
☐ Specialized/Proprietary Product or Service (only available from this vendor)
☐ Existing Vendor (continuity or integration with current systems)
☐ RFP/Competitive Bid Awardee (selected through formal process)
☐ Emergency Purchase (urgent need, documented circumstances)
☐ Government/Consortium Contract (purchased through approved contract)
☐ Compliance with Policy/Regulation (required by law or policy)

Justification Explanation: The purchase of a dump trailer is necessary to safely and efficiently dispose of heavy tires, damaged parts, scrap materials, and other large waste generated through routine maintenance of buses and facilities. A dedicated trailer will reduce manual handling, improve workplace safety, keep maintenance areas clean and organized, and allow staff to transport bulky waste to approved disposal or recycling facilities as needed. This purchase will also reduce reliance on outside hauling services and support timely, cost-effective fleet and facility operations.

I have found this price to be fair and reasonable

PROCUREMENT CANNOT PROCEED WITHOUT APPROVAL.

Authorized Signatory: _____ Date: 9/18/26

Documentation Checklist:

☐ Receipt Attached
☑ Written Quotes Attached (if applicable)
☐ Procurement Documentation Attached (if applicable)

Final Approval:
This purchase has been made in compliance with procurement policies.

Purchaser Signature

9/22/2006
Date

Authorized Signatory

9/22/06
Date

Attach Appropriate Documents and Payment Confirmation.

Devision : Wind River Transportation Authority

Purchase Method: CHK 36675

Processed by:
Jesse Grosinger

Chart of Accounts: 7490-02 Capital Outlay-Machinery & Equipment

Class: Administration: Capital Outlay

Project: Purchase Shop Equipment FT25557

INDEPENDENT COST ESTIMATE (ICE)

Item: 7' x 16' Heavy-Duty Dump Trailer
Proposed Manufacturer/Model: Iron Bull DTB or equivalent
GVWR: Approximately 15,000 lbs.
Quantity: 1
Estimated Out-the-Door Cost: $12,600.00
Date of Estimate: September 22, 2026

Purpose

This Independent Cost Estimate (ICE) was prepared prior to purchase to establish a reasonable anticipated cost for the acquisition of one heavy-duty 7' x 16' dump trailer with an approximate 15,000-lb. GVWR.

The estimate is based on current publicly advertised pricing for comparable dump trailers available from dealers located in Wyoming. Consideration was given to trailer dimensions, GVWR, axle capacity, dump configuration, construction, hydraulic system, and overall intended use.

Required/Anticipated Specifications

The proposed trailer is an **Iron Bull 7' x 16' high side heavy-duty dump trailer** with an approximate **15,000-lb. GVWR.** The trailer is expected to include features typical of this equipment class, including:

- Approximately 7' x 16' dump bed
- Approximately 15,000-lb. GVWR
- Tandem heavy-duty axles
- Electric brakes
- Hydraulic dump system
- Heavy-duty steel frame and dump body
- Rear dump/barn door configuration
- Trailer ramps
- Tarp system or comparable equipment, as applicable
- DOT-required lighting and safety equipment
- Heavy-duty tongue jack
- 2-5/16" coupler
- 7-pin electrical connection

Market Research and Comparable Pricing

Comparable No. 1 – Iron Bull DTB 7' x 16' 15K (Standard side height)

Dealer: Wyoming Trailers, Casper, Wyoming
Manufacturer: Iron Bull
Size: 7' x 16'
GVWR: 15,000 lbs.
Advertised Price: $11,900 out the door

This is the most directly comparable unit identified during market research. Wyoming Trailers currently advertises an Iron Bull DTB 7' x 16' HD Dump with a 15,000-lb. GVWR at $11,900 out the door.

Comparable No. 2 – PJ DT1 7' x 16' Telescopic Dump

Dealer: Trailer Works of Laramie, Laramie, Wyoming
Manufacturer: PJ Trailers
Size: 7' x 16'
GVWR: Approximately 15,400 lbs.
Advertised Sales Price: $12,788

Trailer Works of Laramie currently advertises a new PJ DT1 7' x 16' telescopic dump trailer with a 15,400-lb. GVWR for $12,788. This unit is comparable in size, weight rating, and intended use to the proposed Iron Bull trailer.

Comparable No. 3 – Norstar DCB 7' x 16' Dump

Dealer: Wyoming Trailers, Casper, Wyoming
Manufacturer: Norstar
Size: 7' x 16'
GVWR: 14,000 lbs.
Advertised Price: $9,600 out the door

Wyoming Trailers also advertises a Norstar DCB 7' x 16' dump trailer with a 14,000-lb. GVWR for $9,600 out the door. The unit includes tandem 7,000-lb. axles, scissor hoist, retractable tarp, ramps, toolbox, 10-gauge floor, brakes, barn doors, heavy-duty tongue jack, and other comparable equipment. Although its GVWR is 1,000 lbs. below the proposed Iron Bull, it provides a useful lower-cost market comparison for a trailer of the same dimensions.

Cons: The Norstar Dump trailer is not a true high side trailer. Norstar uses wooden boards to extend the height of the sides. Wooden boards, as opposed to full metal sides, adds a reoccurring maintenance item.

Cost Analysis

The identified Wyoming market prices are:

Comparable	Size/GVWR	Price
Iron Bull DTB (Low side)	7' x 16' / 15,000 lbs.	$11,900 OTD
PJ DT1	7' x 16' / 15,400 lbs.	$12,788
Norstar DCB	7' x 16' / 14,000 lbs.	$9,600 OTD
Proposed Iron Bull Purchase	**7' x 16' / 15,000 lbs.**	**$12,600 OTD**

The proposed **$12,600 out-the-door price** is within the range of identified Wyoming market pricing. It is $700 above the currently advertised $11,900 price for a comparable Iron Bull unit and $188 below the advertised $12,788 price of the comparable PJ DT1.

Differences in pricing may reasonably result from model year, dealer inventory, installed options, tarp systems, tires, side height, hydraulic configuration, freight, preparation, registration or documentation charges, and other equipment included in the final out-the-door price.

Independent Cost Estimate

Based on the market research performed and the pricing of comparable heavy-duty dump trailers available in Wyoming, the estimated reasonable cost for the acquisition is: **$12,600**

The $12,600 out-the-door price is consistent with the current market for a 7' x 16' heavy-duty dump trailer in the approximately 15,000-lb. GVWR class. The estimate is therefore considered reasonable for procurement planning and price-analysis purposes, subject to confirmation that the proposed trailer's specifications and included equipment meet the agency's requirements.

Prepared By: Travis Scadden

Title: Facilities & Maintenance Manager

Date: 9/22/2026

Signature:





Ironbull DTB 7×16 15k Dump 36" Sides

$12,600 Out The Door!

- 15,000lb GVW / 2-7,000lb Axles
- 36" Tall SIDE ARMOR sides!
- Extra wide HD ALUMINUM ramps with traction bars! 1/2 the weight of steel, just as strong.
- IRONCLAD 3-year warranty
- Retractable tarp with steel shroud
- THICK 7 Gauge floor!
- Dual 6" I-Beam frame
- Four-wheel brakes
- Toolbox

FREMONT COUNTY ASSOCIATION OF GOVERNMENTS
WIND RIVER TRANSPORTATION AUTHORITY • PROJECT INDEPENDENCE
2554 AIRPORT RD RIVERTON WY, 82501 • (307) 856-9782

Date: Monday, August 3, 2026

From:
Jesse Grosinger| Business Manager
Fremont County Association of Governments
2554 Airport Dr. Riverton WY, 82501
Jesse.grosinger@fcagwy.gov

To:
WYDOT

RE: 5339 FY26 Procurment change Justification

Due to the intended trailer identified during the procurement process being out of stock, a comparable in-stock trailer was identified at Trailer Works of Laramie. The available unit is a 2027 PJ Trailers DL 7' x 14' dump trailer with a 15,400-lb. GVWR and 7-gauge floor.

The replacement trailer is comparable in capacity, construction, and intended use to the heavy-duty dump trailers evaluated in the Independent Cost Estimate (ICE). The ICE established an estimated reasonable acquisition cost of $12,600 based on market research of comparable trailers available in Wyoming. The replacement PJ trailer is advertised at $12,388, which is $212 below the established ICE amount.

Although the replacement trailer is located in Laramie, the location results in minimal additional transportation cost because the agency's maintenance truck was already scheduled to travel to Cheyenne to deliver WYDOT's crash car. The trailer can therefore be picked up in conjunction with the previously scheduled trip.

Based on its comparable specifications, immediate availability, price below the established ICE, and minimal additional transportation impact, the PJ trailer from Trailer Works of Laramie was determined to be a reasonable and cost-effective substitute for the originally intended trailer.

Jesse Grosinger
9/25/2026

Travis Scudder
9/25/26

9/25/26

New 2027 PJ Trailers DL Dump Trailer- 7x14- 15.4K- 7GA Floor- Desert Tan





SALE PRICE: $12,388.00

~~PRICE: $13,495.00~~

SAVINGS: $1,107.00

Purchased Quote @ $12,777

Stock #: P1340
Location: Laramie, WY
Status: Available

RESERVE NOW

GET FINANCED

HAVE A QUESTION?

Down Payment

$0

Amount to be financed

$12,388.00

Term (loan length)

12 Months

Your credit score

Good (670 - 699)

APR

12.00%

Est. Monthly Payment $1101

Receive payments tailored to you without affecting your credit score

GET PRE-QUALIFIED

APPLY NOW

14,000 lb. G.V.W.R.
7,000 lb. x 2 G.A.W.R.
Demco EZ Latch Adj. 2 5/16" Ball Coupler
Safety Chains
1-Drop Leg Jack (12,000 lb.)
2 - Forward Self-Adjusting Brakes
6 Leaf Slipper Spring Suspension
4 - 16" Black Mod Wheels
4 - 235/80R16 Radial Tires (3,520 lb)
Electric Breakaway Kit w/ Charger
DOT Reflective Tape
1/8" Treadplate Steel Fenders
Lockable Full Tongue Box (Houses Battery, Pun
+ Tools)
2 - Way Gate (Barn Doors & Spread Gate)
6' 6" Slide in Ramps w/ Holders
4 - D-Rings (Welded inside the Box)
40° Dump Pitch
12VDC Hydraulic Pump with Power Up/Power
Down & Gravity Down
5"x17" Hyd.Cylinder w/Scissor & 5"x 21" on 16'
12' Control Cable
Tarp Kit
8" x 10 lb. I-Beam Frame & Tongue
3" Channel Crossmembers 16" oc
83" Wide Bed
7ga. Steel Bed / 10ga. Steel Sides
24" High Sides
DOT Approved Flushmount Lifetime LED Lights
Double Insulated Harness w/Cold Weather Cor
way
Stake Pockets
Sand Blasted, Acid Washed, Powder Coated
Group 24 Deep Cycle Battery
Ultra Low 24"- 28" Deck Height (24" with Drop
Axle)
110V Integrated Trickle Charger
GN Option Equipped with 2 Jacks
GN Equipped w/Lockable Front Toolbox
Industry Leading Axle and Structural Warranty
Warranty Guide
Spare Tire Mount
Driver Side Monster Step
7ga Smooth Plate Steel Floor ² w/ 4 D-Rings
Rear Support Stands
Power Up/Down & Gravity Down Upgrade
7ga Smooth Plate Steel Floor ² w/ 4 D-Rings

UPGRADES:

Color: Desert Tan Powder Coat
GVWR 15,400

Excludes tax, tag, title and registration fees.
Dealer documentation fee of $389 not included in
price.

Details

: Trailer or Truck Bed

CK: P1340

UFACTURER: PJ Trailers

)R LENGTH: 14ft

GHT: 3,970 lbs

)R: Tan

'ENSION TYPE: Leaf Spring Suspension

CATEGORY: Dump Trailer

CONDITION: New

MODEL: 2027 PJ Dump Trailer- DL 7X14- 14K

FLOOR WIDTH: 7ft

PAYLOAD CAPACITY: 11,430 lbs

PULL TYPE: Bumper

CONSTRUCTION: Steel

VIN: 4P51D1924V1441575

STATUS: Available

YEAR: 2027

GVWR: 15,400 lbs

AXLE CAPACITY: 7,000 lbs

AXLES: 2

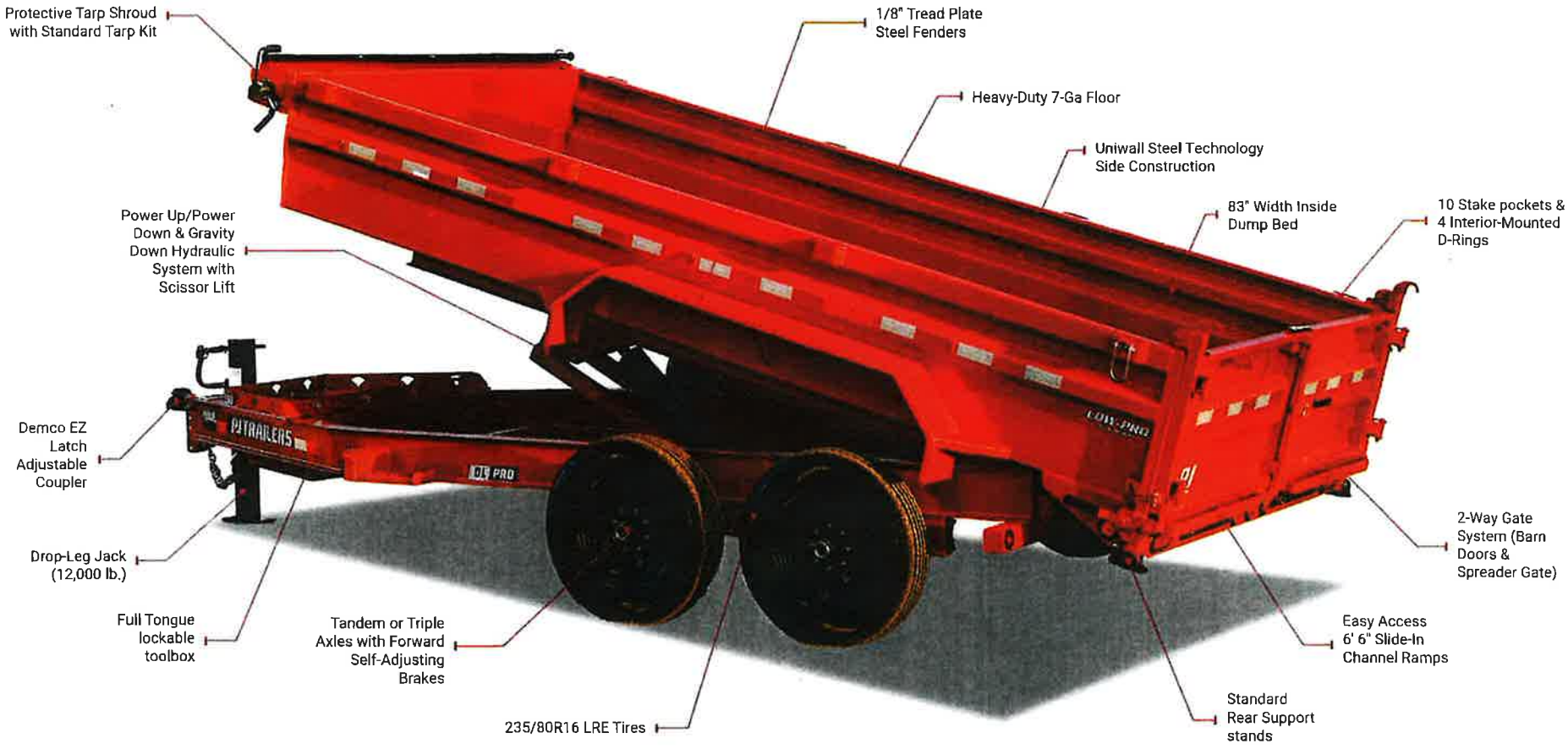
SIDE WALL HEIGHT: 2ft

DL 14K LOW-PROFILE DUMP PRO

STANDARD CONFIGURATION SPECS

THESE ARE THE DEFAULT SPECS THAT ARE INCLUDED IN THE BASE CONFIGURATION OF THIS MODEL.

- **INSIDE BED WIDTH: 83"**
- **LENGTH: 12', 14', 16'**
- **GVWR: 14,000 - 21,000 lbs.**
- **DECK HEIGHT: 28" (24" OPTIONAL)**
- **COUPLERS: Bumper Pull, Gooseneck & Pintle**
- **LOAD CAPACITY: 10,400 - 16,750 lbs.**
- **CARGO CAPACITY: 7.2 YD³ (UP TO 16.4 YD³)**
- **AXLES: Tandem (2 x 7,000 lb. or 8,000 lb.) or Triple (3 x 7,000 lbs.)**
- **DUMP SIDES HEIGHT: 24" (with optional 24" side extensions available)**
- **Dump Angle: 40°**
- **Choose the optional 7,000 lb. Electric Drop Axles for an ultra-low 24" bed height.**





With its sturdy construction and reliable performance, the Seamless I-Beam creates a more robust and dependable frame, ensuring that your dump trailer can handle even the most demanding jobs.

SEAMLESS I-BEAM FRAME DESIGN



Our UniWall Steel Technology uses form-rolled steel to add structural integrity, reduce corrosion-vulnerable seams, and lower the trailer weight to increase load capacity.

UNIWALL STEEL TECHNOLOGY



The Monster-Sized Toolbox holds the battery and hydraulic pump while also providing an ample amount of storage space for tools, straps, and chains. Plus, it's lockable and features a heavy-duty latch.

MONSTER-SIZED TOOLBOX



Power Up/Power Down & Gravity Down Hydraulic System with Scissor Lift provides efficient lifting capabilities, a stable lifting platform and power-up/power-down functionality for more dump cycles per day.

SCISSOR LIFT WITH POWERFUL CYLINDER

PJ TRAILERS

PJ Trailers reserves the right to change price, design, material and/or specification without notice or obligation.

VISIT PJTRAILERS.COM FOR A COMPLETE LIST OF TRAILER OPTIONS.

Fremont Co Assn of Governments

003675

09/22/2026 **Trailer Works of Laramie**

Date	Type	Reference	Original Amount	Balance Due	Payment
09/22/2026	Bill		12,777.00	12,777.00	12,777.00
		Check Amount			12,777.00

TRH

Checking 12,777.00

TO REORDER CALL 307-857-9000 OR VISIT wyocb.com

Comprable Quote #1





2025 Midsota HV 16' BP Dump Trailer In Pocatello, ID

$17,999

COMPARE SAVE FOR LATER GET PRICE DROP

Sold By

BEAR LAKE TRAILER SALES

Located In Pocatello, ID

SELECT LOCATION | GET DIRECTION

MANUFACTURER Midsota

CONDITION New

PULL TYPE Bumper

PAYLOAD CAPACITY 10550 Lbs

WEIGHT 4850

FLOOR DIMENSION 7' 0 * 16' 0

PREV LIST NEXT ESTIMATE PAYMENTS PRINT

Check Availability With Seller

CALL 1 866 629 0342

Name*

Phone Number

+1

Email*

Message*

Hi, I'm interested in your trailer, could you please contact me?

I agree to receiving feedback and information from TrailerTrader. I understand I can unsubscribe at any time.

EMAIL SELLER

This site is protected by reCAPTCHA and the Google Privacy Policy and Terms of Service apply.

DESCRIPTION

2025 Midsota HV 16' BP Dump Trailer
When it comes to heavy-duty hauling and efficient material handling, look no further than the Midsota HV Series Dump Trailer. Crafted with precision engineering and built to withstand the toughest jobs, this trailer is your trusted partner for all your hauling needs. **Key Features: 1. Robust Construction:** The HV Series Dump Trailer is constructed with high-strength steel, ensuring durability and longevity. Its rugged build can handle a wide range of materials, from gravel and sand to heavy machinery and debris. **2. Exceptional Payload Capacity:** With its generous payload capacity, this trailer is designed to maximize your productivity. Say goodbye to multiple trips – the HV Series Dump Trailer can handle it all in one go. **3. Hydraulic Powerhouse:** Equipped with a powerful hydraulic system, dumping your load is effortless. You control the precision of the dump, allowing for easy unloading in tight spaces or on uneven terrain. **4. User-Friendly Design:** We understand that time is money. That's why the HV Series Dump Trailer features a user-friendly design, making it easy to load, secure, and unload your cargo efficiently. **5. Safety First:** Safety is paramount, and the HV Series Dump Trailer doesn't compromise. It includes safety features such as a robust braking system, reliable lighting, and secure locking mechanisms to ensure peace of mind on the road. **6. Versatile Applications:** Whether you're in construction, agriculture, landscaping, or any industry that demands heavy lifting, the HV Series Dump Trailer is adaptable to various tasks. Its versatility will prove invaluable to your operations. **7. Easy Maintenance:** We know that maintenance is essential to keep your equipment in top shape. The HV Series Dump Trailer is designed for easy maintenance, minimizing downtime and maximizing productivity. Don't settle for less when you can have the best. The Midsota HV Series Dump Trailer is your ticket to enhanced efficiency, productivity, and profitability. Join the ranks of satisfied customers who rely on Midsota for their heavy-duty hauling needs. Invest in quality – choose the HV Series Dump Trailer today!

Features

- Self-Adjusting Electric Brakes
- 16" Crossmember Spacing
- Tuck Under 6' Ramps and Carriers

CLOSE FOR SUPPORT

- Tire Carrier Located on Passenger Side of Trailer
- Steel Toolbox
- Chain Storage
- Pallet Fork Holders
- Power Up / Gravity Down Pump
- On-Board Charger 4 Amp (110V Plug In)
- No Exposed Wiring
- Midsota Exclusive Indicator Module
- Greaseless Pivot Pins (Neverlube)
- 5 D-Ring Tie Downs
- Roll Tarp System w/ Lock Rod
- 5 Year Warranty

ALL LISTINGS BY THIS SELLER SEE SELLER'S WEBSITE

ABOUT THIS MANUFACTURER

We at Midsota Manufacturing have come quite a long way from our roots of a welding company started in a garage in Albany, Minnesota in 1971. Initially called Sands Welding Incorporated, the company was renamed in 2002 to Midsota Manufacturing Inc. and was well on its way to the company it is today. Midsota Manufacturing began to grow and recognized the need for company expansion. In 2005, the comp...

See more

Are you from Midsota?

FEATURES

JACK AND COUPLER FEATURES

2 5/16 COUPLER
HYDRAULIC JACK

WHEELS AND SUSPENSION FEATURES

BREAK AWAY SWITCH
ELECTRIC BRAKE(S)
8 HOLE WHEELS
SPRING SUSPENSION

STRUCTURAL FEATURES

TUBULAR CROSSMEMBERS
TUBULAR UPRIGHTS

EXTERIOR FEATURES

BAKED PAINT
STEEL FLOOR
FENDERS
SMOOTH
D-RINGS INSTALLED

SAFETY CONVENIENCE AND ELECTRICAL

SPARE TIRE MOUNT
7-WAY PLUG
INSULATED WIRE HARNESS
DOT APPROVED LIGHTING
LED LIGHTING
BATTERIES

DOORS, WINDOWS AND RAMPS

SPLIT REAR DOORS

SPECIFICATIONS

BUILD

MANUFACTURER	Midsota
MODEL	HV 16' BP
YEAR	2025
CONDITION	new
PULL TYPE	bumper
AXLES	2

WEIGHT AND DIMENSIONS

PAYLOAD CAPACITY	10550 lbs
GVWR	15400 lbs
LENGTH	16' 0" or 192"
WIDTH	7' 0" or 84"

CLICK FOR SUPPORT

CONSTRUCTION	steel
COLOR	black

OTHER SPECIFICATIONS

RAMPS	Yes
TILT	No
LIVINGQUARTERS	No

CATEGORY

HIGH LEVEL CATEGORY	General Trailers
CATEGORY	Dump Trailers

CAN MY VEHICLE TOW THIS TRAILER? Select your vehicle starting from the make to check that it has the capacity to tow this trailer when it is fully loaded.

Select Manufacturer

DISCLAIMER: WE RECEIVE VEHICLE YEAR, MAKE, MODEL, AND TRIM DATA FROM THIRD PARTIES AND, THEREFORE, WE MAKE NO REPRESENTATION, GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR SUITABILITY OF THE VEHICLE YEAR, MAKE, MODEL, AND TRIM DATA DISPLAYED. WE DISCLAIM ANY LIABILITY RESULTING FROM ERRORS IN VEHICLE YEAR, MAKE, MODEL, AND TRIM DATA.

MORE FROM THIS SELLER

VIEW ALL TRAILERS FROM THIS SELLER



PACE AMERICAN
2026 Pace American Lp Cargo - Journey Se Ft V-nose Tandem Cargo /...

CONTACT SELLER FOR PRICE

Manufacturer	Condition
Pace American	new
Weight	**Length**
3002 lbs	18' 0

SAVE FOR LATER



PACE AMERICAN
2027 Pace American Lp Car Hauler - Journey Se Ft V-nose Car / Racing...

CONTACT SELLER FOR PRICE

Manufacturer	Condition
Pace American	new
Weight	**Length**
3488 lbs	20' 0

SAVE FOR LATER



PACE AMERICAN
2026 Pace American Lp Cargo - Outback Dlx Ft V-nose Single Cargo /...

CONTACT SELLER FOR PRICE

Manufacturer	Condition
Pace American	new
Weight	**Length**
1263 lbs	10' 0

SAVE FOR LATER



PACE AMERICAN
2026 Pace American Lp Cargo - Journey Se Ft V-nose Tandem Cargo /...

CONTACT SELLER FOR PRICE

Manufacturer	Condition
Pace American	new
Weight	**Length**
2980 lbs	16' 0

SAVE FOR LATER

MORE FROM THIS MANUFACTURER

VIEW ALL TRAILERS FROM THIS MANUFACTURER

CLICK FOR SUPPORT

FINANCING
MADE SIMPLE
Funding For Trucks & Trailers
APPLY TODAY

CURRENCY
GOCURRENCY.C

Comprable Quote #2

Compare



Photos (5)



SHOW ME THE CARFAX

2026 WALTON DHV208-16

Options

Dump Trailers

View My Watch List

USD **$14,500**

OK

Trailer Location: 515 W 2500 N North Logan, Utah 84341

Seller Information

View Seller Information

Valley Implement
Contact: Richard Nelson
Phone: (208) 482-5118
Preston, Idaho 83263
(208) 482-5118
Video Chat

Get Shipping Quotes

*Apply for Financing

General

Year	2026
Manufacturer	WALTON
Model	DHV208-16
VIN	7X1BD2125TL000237
Condition	New
Stock Number	026827
Description	New WALTON DHV208-16B Dump Trailer Steel composition w/ steel floor 16ft length x 7ft width Tandem rear axles GVWR: 18,000 lbs Empty trailer weight- 4,950 lbs Financing options available!

Weights & Dimensions

Length	16 ft
Width	84 In

Category Specific

Composition	Steel
Type of Neck	Fixed

Chassis

Floor Type	Steel
Number of Rear Axles	Tandem
Gross Vehicle Weight	18,000 lb

See All Dump Trailers From Seller

See All Trucks & Trailers From Seller

Recommended For You

View All

FREMONT COUNTY ASSOCIATION OF GOVERNMENTS
WIND RIVER TRANSPORTATION AUTHORITY
2554 AIRPORT RD RIVERTON WY, 82501 • (307) 856-9782

Purchase Compliance/Procurement Documentation Form

Department: Administration **Date:** 10/14/2026
Employee Name: Jesse Grosinger
Vendor Name: MODEL 1
DBE Vendor: ☐ Yes ☑ No Disadvantaged Business Enterprise - No, until advised by FTA, State of WY or US Fed Gov
Purpose Description: (3X) Buses FTA 5339 Agreement
Total Purchase Amount: ~~$326,124.00~~ $489,186.01

LOR $26,186.00
SLIB $45,814.00

Procurement Threshold:
(Check the applicable threshold for this transaction)

☐ $0 - $4,999.99 (No Formal Process Needed, Only Approval and Receipts)

☐ $5,000 - $24,999.99 (Verbal or Written quotations required)

☑ $25,000+ (Formal Procurment Process Required)

Number of Quotations/Proposals Received: N/A

Justification for Vendor Selection:
☐ Lowest Price (meets all requirements at the lowest price)
☐ Best Value (optimal combination of price, quality, and service)
☐ Specialized/Proprietary Product or Service (only available from this vendor)
☐ Existing Vendor (continuity or integration with current systems)
☐ RFP/Competitive Bid Awardee (selected through formal process)
☐ Emergency Purchase (urgent need, documented circumstances)
☑ Government/Consortium Contract (purchased through approved contract)
☐ Compliance with Policy/Regulation (required by law or policy)

Justification Explanation: FTA 5339 FT24560 - Payment Request FTA0006403

I have found this price to be fair and reasonable

PROCUREMENT CANNOT PROCEED WITHOUT APPROVAL.

Authorized Signatory:_____ Date:_____

Documentation Checklist:

☑ Receipt Attached
☐ Written Quotes Attached (if applicable)
☐ Procurement Documentation Attached (if applicable)

Final Approval:
This purchase has been made in compliance with procurement policies.

Purchaser Signature

Date

Authorized Signatory

Date

Attach Appropriate Documents and Payment Confirmation.

Devision : Wind River Transportation authority

Purchase Method: EFT 2750

Chart of Accounts: 7490-02 Capital Outlay

Class: Capital Outlay

Project: FT24560

Processed by:

Jesse Grosinger

MODEL 1
(FKA Creative Bus Sales, Inc.)

FINAL INVOICE

Please Remit Payment To:
Model 1 Commercial Vehicles, Inc.
PO Box 713176
Chicago, IL 60677-0376
model1.com

ELECTRONIC PAYMENTS: PNC Bank - ACCT # XXXXXX5248
INCLUDE LAST 8 DIGITS OF VIN ON PAYMENT REMITTANCE
Please call (463) 222-9050 to request further instructions.

BILL TO — CUSTOMER # 28940
Wind River Transit Authority
2554 Airport Drive
RIVERTON, WY82501
P: (307) 856-9782

SOLD TO — CUSTOMER # 28940
Wind River Transit Authority
2554 Airport Drive
RIVERTON, WY 82501
P: (307) 856-9782

FINAL INVOICE: VA119000861:01

CUST PO	INVOICE DATE	DELIVERY DATE	SALESPERSON	TERMS
BPM003324/CTR054848	8/24/2026	7/10/2026	PWatson	NET 15 UPON ACCEPT.

NEW

YR - MAKE - MODEL	VEHICLE IDENTIFICATION NUMBER	UNIT#: 1743359	PRICE
2026 - Starcraft - Allstar	**1FDFE4FNXTDD42716**		
Vehicle - Price	Vehicle - Price		165,062.00
INCENT	Incentive		-1,000.00
Rebate	Rebate		-1,000.00
CUSDMV	Customer to Register		0.00
		Total Price	$163,062.00

DELIVER TO: Wind River Transit Authority 2554 Airport Drive RIVERTON, WY 82501

INCLUDE LAST 8 DIGITS OF VIN ON PAYMENT REMITTANCE

11601 Cyrus Way, Ste 101
Mukilteo, WA 98275
P: (425) 609-1500
F: (425) 609-1501
TF: (800) 366-6557
model1.com

SALES PRICE		$163,062.00
TAX	+	$0.00
		$0.00
TOTAL PRICE	=	$163,062.00
LESS-TRADE IN(S)	-	$0.00
LESS PAYMENT(S)	-	$0.00
UNPAID BALANCE	=	**$163,062.00**

MODEL 1
(FKA Creative Bus Sales, Inc.)

FINAL INVOICE

Please Remit Payment To:
Model 1 Commercial Vehicles, Inc.
PO Box 713176
Chicago, IL 60677-0376
model1.com

ELECTRONIC PAYMENTS: PNC Bank - ACCT # XXXXXX5248
INCLUDE LAST 8 DIGITS OF VIN ON PAYMENT REMITTANCE
Please call (463) 222-9050 to request further instructions.

BILL TO — CUSTOMER # 28940
Wind River Transit Authority
2554 Airport Drive
RIVERTON, WY82501
P: (307) 856-9782

SOLD TO — CUSTOMER # 28940
Wind River Transit Authority
2554 Airport Drive
RIVERTON, WY 82501
P: (307) 856-9782

FINAL INVOICE: VA119000862:01

CUST PO	INVOICE DATE	DELIVERY DATE	SALESPERSON	TERMS
BPM003324/CTR054848/FY20	8/25/2026	7/22/2026	PWatson	NET 15 UPON ACCEPT.

NEW

YR - MAKE - MODEL	VEHICLE IDENTIFICATION NUMBER	UNIT#: 1743360	PRICE
2026 - Starcraft - Allstar	**1FDFE4FN1TDD41664**		
Vehicle - Price	Vehicle - Price		165,362.00
INCENT	Incentive		-1,300.00
Rebate	Rebate		-1,000.00
CUSDMV	Customer to Register		0.00
		Total Price	$163,062.00

DELIVER TO: Wind River Transit Authority 2554 Airport Drive RIVERTON, WY 82501

INCLUDE LAST 8 DIGITS OF VIN ON PAYMENT REMITTANCE

11601 Cyrus Way, Ste 101
Mukilteo, WA 98275
P: (425) 609-1500
F: (425) 609-1501
TF: (800) 366-6557
model1.com

SALES PRICE		$163,062.00
TAX	+	$0.00
		$0.00
TOTAL PRICE	=	$163,062.00
LESS-TRADE IN(S)	-	$0.00
LESS PAYMENT(S)	-	$0.00
UNPAID BALANCE	=	**$163,062.00**

MODEL 1
(FKA Creative Bus Sales, Inc.)

INVOICE

Please Remit Payment To:
Model 1 Commercial Vehicles, Inc.
PO Box 713176
Chicago, IL 60677-0376
model1.com

ELECTRONIC PAYMENTS: PNC Bank - ACCT # XXXXXX5248
INCLUDE LAST 8 DIGITS OF VIN ON PAYMENT REMITTANCE
Please call (463) 222-9050 to request further instructions

BILL TO — CUSTOMER # 28940
Wind River Transit Authority
2554 Airport Drive
RIVERTON, WY82501
P: (307) 856-9782

SOLD TO — CUSTOMER # 28940
Wind River Transit Authority
2554 Airport Drive
RIVERTON, WY 82501
P: (307) 856-9782

INVOICE: VA119000863

CUST PO	INVOICE DATE	DELIVERY DATE	SALESPERSON	TERMS
	8/21/2026		DWyman	NET 15 UPON ACCEPT.

NEW

YR - MAKE - MODEL	VEHICLE IDENTIFICATION NUMBER	UNIT#: 1743361	PRICE
2026 - Starcraft - Allstar	**1FDFE4FN0TDD41705**		
Vehicle - Price	Vehicle - Price		165,362.00
INCENT	Incentive		-1,300.00
Rebate	Rebate		-1,000.00
CUSDMV	Customer to Register		0.00
		Total Price	$163,062.00

DELIVER TO: Wind River Transit Authority 2554 Airport Drive RIVERTON, WY 82501

INCLUDE LAST 8 DIGITS OF VIN ON PAYMENT REMITTANCE

11601 Cyrus Way, Ste 101
Mukilteo, WA 98275
P: (425) 609-1500
F: (425) 609-1501
TF: (800) 366-6557
model1.com

SALES PRICE		$163,062.00
TAX	+	$0.00
		$0.00
TOTAL PRICE	=	$163,062.00
LESS-TRADE IN(S)	-	$0.00
LESS PAYMENT(S)	-	$0.00
UNPAID BALANCE	=	**$163,062.00**

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LOR FOUNDATION

Grant Agreement

The LOR Foundation has approved a grant to your organization ("Grantee"). LOR Foundation grant funds will be expended only for charitable purposes consistent with the Project Detail, Budget, and Requirements, all of which shall hereinafter be referred to as the "Grant Project."

Grant Summary

Grantee Payment Information:

Wind River Transportation Authority
2554 Airport Rd
Riverton, Wyoming 82501

Grant Name: New WRTA Buses for Public Transportation

Contract ID: FR-06121
Agreement Amount: $26,186.00
Coding: 58250 Lander

Grant Period

All LOR Foundation grant funds must be used during the grant period between the start date and end date.

Start Date: 5/15/2026
End Date: 2/26/2027

Project Detail

Description: Purchase buses to improve public transportation in Lander.

Problem: Lander residents using public transportation are at an all time high, but the buses that residents depend on for transportation are aging quickly with mounting repair costs that will need to be passed on to riders.

Solution: Procure three new 14-passenger public transit buses to keep transportation options open, affordable, and growing for Lander residents.

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Activities and Timeline:

Activity 1: Order three 14 passenger buses with combination of public and LOR funding (June 2026)

Activity 2: Receive buses (December 2026)

Activity 3: FTA-required post-delivery inspection (January 2027)

Activity 4: WRTA and LOR branding of buses (February 2027)

Activity 5: Begin using the new buses regularly (February 2027)

Budget Detail

Total Grant Award: $26,186.00

Category	Details	Amount
Equipment	(3) 14-passenger buses	$26,186.00

Requirements

Description
If you have a social media account, follow the LOR Foundation on social media so we can easily share your posts about the project. See LOR's Communication Guidelines to find each LOR community's Facebook page.
If you have a social media account, create at least one social media post about the grant project and @mention the LOR Foundation, noting that the work has been "supported by the LOR Foundation."
Complete LOR Final Report within two weeks of the term end date. Include any data or anecdotes gathered to understand if the solution was a success in your community.

Grant Terms

By accepting a LOR Foundation grant you acknowledge and agree to the following:

Press and Promotion

LOR may refer to work products arising out of or resulting from the Grantee's use of the grant funds in its publicity, press release, advertising, marketing, as a reference, or in other promotional materials. Grantee agrees to comply with the LOR Foundation's Communication Guidelines, found here: https://lorfoundation.org/communication-guidelines.

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Confidentiality

Grantee agrees to not disclose information about the LOR Foundation and its directors, officers, or employees, learned as part of any communication with the LOR Foundation, to any third party without the prior written approval of the LOR Foundation.

No Lobbying or Electioneering

LOR Foundation grant funds may not be used by your organization to intervene in any election or support or oppose any political party or candidate for public office, or to carry on propaganda, or otherwise to attempt to influence any legislation, within the meaning of Section 4945 of Internal Revenue Code of 1986 and the Treasury Regulations.

Return of Unused Funds

Any grant funds not expended in furtherance of the Grant Project will be returned to the LOR Foundation. Grantee accepts full control of the grant and its disposition. In the event your organization breaches the terms of this grant agreement, Grantee shall be required to reimburse the LOR Foundation for all funds furnished hereunder and shall be liable to the LOR Foundation for any and all damages suffered as a result of such breach. Grantee agrees to maintain adequate financial and programmatic records and to retain those records for at least four years after the conclusion of the Grant Project.

Evaluation and Monitoring

The LOR Foundation may monitor, evaluate, and audit the results and operations under this grant, which may include a visit from the LOR Foundation and its representatives to observe your organization's Grant Project, discuss the Grant Project with your organization's personnel, and review financial and other records and materials connected with the activities financed by this grant. Grantee agrees to promptly provide such additional information, reports, and documents as the LOR Foundation and its representatives may request.

Work Product

Grantee and the LOR Foundation agree that all copyright and other interests in data, processes, and materials produced or developed by Grantee as a result of this grant shall be owned by Grantee, but that Grantee shall grant, and shall cause any individuals who may have some interest to grant, and hereby does grant to the LOR Foundation a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use or publish, create derivative works, and to sublicense

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the data, processes, materials or other work products arising out of or resulting from Grantee's use of the grant funds, including all intellectual property rights. For the avoidance of doubt, the foregoing assignment of rights does not apply to open source materials, or any other materials that are owned by and licensed from a third party, or the proprietary information and practices of the grantee.

Tax Status

Grantee warrants and represents that it is a government unit eligible to receive grants from a private foundation. Grantee agrees immediately to notify the LOR Foundation, in writing, if: the Grantee's eligibility to receive grants of this nature changes in any way; Grantee has reasonable grounds to believe that its eligibility may be revoked or altered; or, Grantee has reason to believe that these grant monies cannot be or continue to be expended for the specific purposes of the Grant Project. In the event that Grantee becomes ineligible to receive or manage grant funds before all funds under this grant are dispensed, this grant agreement will be considered null and void and all obligations of the LOR Foundation hereunder will terminate.

Compliance

Grantee will attest to the following certification in the final report: No lobbying was conducted by Grantee whether or not discussed in this report. Grantee warrants that it is in full compliance with its grant agreement with the LOR Foundation and that if the grant was subject to any conditions or restrictions, all such conditions or restrictions were observed.

Insurance and Liability

Grantee agrees to maintain such insurance as will fully protect both Grantee and the LOR Foundation from any or all claims under any workers' compensation act or employer's liability laws, and from any and all claims of whatsoever kind or nature for the damage to property or for bodily injury, including death, made by anyone, which may arise from operations carried on under this grant agreement, either by the Grantee or by anyone directly or indirectly engaged or employed by the Grantee. Grantee agrees to indemnify, defend, and hold harmless the LOR Foundation from any liability, loss, cost, expense, injury, damage, or other expense that may be incurred by the LOR Foundation or claimed by any third person against the LOR Foundation as a result of the LOR Foundation's funding of the project or any action or non-action taken in connection with the grant, or any asset submitted to the LOR Foundation by Grantee, including any claim of intellectual property infringement or violation of the right of publicity.

DocuSign Envelope ID: 11FED019-3D1C-822D-83C7-1594DD8C271F

Entirety

This grant agreement represents the entire agreement of the parties with respect to this grant and supersedes any prior oral or written understanding or communication between the LOR Foundation and the Grantee. Any modifications to this agreement must be agreed to by the LOR Foundation in writing. This grant is made with the understanding that the LOR Foundation has no obligation to provide additional support to the Grantee.

LOR Foundation Signature

DocuSigned by:
Gary Wilmot
1B7676F4ACA5459...

Name: Gary Wilmot

Title: Executive Director

Date: 5/15/2026

Recipient Signature

Signed by:
Tim Nichols
FAE867AFEA20428...

Name: Tim Nichols

Title: Director

Date: 5/21/2026

Grant Administration Details - LOR Internal

Grantee Tax ID: 84-1388677

Organization Entity Type: Government

Funding Program: 2026 Lander

Requesting $45,814

GRANT TEA 25020

GRANT AGREEMENT BETWEEN THE STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTMENTS AND FREMONT COUNTY ASSOCIATION OF GOVERNMENTS

1. **Parties.** The parties to this Agreement are the State of Wyoming, Office of State Lands and Investments (OSLI), whose address is 122 West 25th Street, Cheyenne, Wyoming 82002, and the grant recipient, Fremont County Association of Governments (Grantee), whose address is 2554 Airport Road, Riverton, Wyoming 82501.

2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which OSLI shall provide grant funds approved by the State Loan and Investment Board (Board) to the Grantee under Chapter 17, Transportation Enterprise Fund Grants and Loans, up to the amount of forty-eight thousand dollars ($48,000.00) to be used for two (2) passenger buses.

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through the completion or termination of the project and disbursement, as determined pursuant to Chapter 17 of the Board's Rules.

4. **Payment.**

   A. The Grantee shall request disbursements on a Grant Draft Request (GDR) form provided by OSLI. The Grantee shall include with each GDR a copy of each invoice requested for reimbursement and a certification that such obligations have been incurred for eligible purposes and are then due and owing. All GDR forms shall be signed by the Grantee's authorized signatories and submitted to OSLI.

   B. OSLI shall disburse funds to the Grantee to pay eligible Project costs, in accordance with Chapter 17 § 12 of the Board's rules. OSLI's total disbursements under this Agreement shall not exceed forty-eight thousand dollars ($48,000.00). Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.

   C. OSLI shall reimburse eligible project costs incurred by the Grantee. In no event shall the cumulative total of all disbursements exceed the approved Board award of forty-eight thousand dollars ($48,000.00) or the maximum allowable cost-share percentage of the total project cost of twelve percent (12%), whichever is less.

   D. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, OSLI may withhold payment under this Agreement until such time as the Grantee performs its duties and responsibilities to the satisfaction of OSLI.

5. **Responsibilities of Grantee.** The Grantee agrees:

A. The granted funds are to be spent only for the described purpose or project in Attachment A, Application, which is attached and incorporated herein by this reference, and for no other purpose or project.

B. Requests for disbursements of funds shall be supported by adequate proof submitted by the Grantee showing that such obligations have been incurred for the purpose for which the grant was made, and are then due and owing.

C. The Grantee will establish and maintain sufficient internal controls to ensure that grant funds are spent in accordance with this Agreement, Board rules, and all other state and federal laws.

D. If any of the granted funds are not utilized for the above-described project or purpose, the Grantee shall repay such funds immediately to the Board. The Grantee further agrees to provide the Board, upon request, a full and complete accounting as to the use and distribution of the granted funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the Board within a reasonable time.

E. The Grantee shall comply with all applicable state and federal laws, rules, and regulations.

6. **Responsibilities of OSLI.** OSLI agrees:

A. To furnish granted funds only as needed to discharge obligations incurred by the Grantee for its approved project, provided that the obligations incurred are eligible for funding under the Board's rules, under this Agreement and other state law, and provided further that the Grantee is in compliance with this Agreement, the Board's rules, and all other state and federal laws.

7. **Special Provisions.**

A. The grant and this Agreement are governed by Chapter 17 of the Board's rules, incorporated herein, and subject to all applicable provisions therein. In the event of any inconsistency between this Agreement and the Board's rules, the Board's rules shall control.

B. OSLI, or another approved designee of the Board, may perform an audit or examination of the books and records of the grant at any time and without notice, and the Board or its designee may at any time, without notice, perform on-site visits and inspections of the project being funded.

8. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation without the prior written permission of OSLI.

D. **Audit and Access to Records.** OSLI and its representatives shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.

E. **Availability of Funds.** Each payment obligation of OSLI is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by OSLI at the end of the period for which the funds are available. OSLI shall notify the Grantee at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the State, the Board, or OSLI in the event this provision is exercised, nor shall those entities be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

G. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to OSLI.

H. **Entirety of Agreement.** This Agreement, consisting of six (6) pages; Attachment A, Application, consisting of twenty-eight (28) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

I. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

J. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

K. **Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or OSLI or to incur any obligation of any kind on behalf of the State of Wyoming or OSLI. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.

L. **Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

M. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

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

O. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and OSLI expressly reserve sovereign immunity by entering into

this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement 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.

P. **Termination of Agreement.** This Agreement may be terminated, without cause, by OSLI upon thirty (30) days written notice. This Agreement may be terminated by OSLI immediately for cause if the Grantee fails to perform in accordance with the terms of this Agreement.

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

R. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

S. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

T. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Agreement, either personally or 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 Agreement. The signatory for the Grantee also hereby certifies that he or she is authorized to sign this Agreement on behalf of the Grantee and bind the Grantee to the terms herein.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

OSLI:
State of Wyoming, Office of State Lands and Investments

Stacia Berry
Stacia Berry, Director

4/10/26
Date

GRANTEE:
Fremont County Association of Governments

Signature

4/7/26
Date

TIM NICHOLS, DIRECTOR
Printed Name and Title

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

#253840
Tyler M. Renner, Supervising Attorney General

03-05-2026
Date

TEA Template #253333
AG Approved: 02/2026

MODEL 1

(888) 633-8380 | MODEL1.COM

MODEL 1 COMMERCIAL VEHICLES
9225 Priority Way W. Dr.
Suite 300
Indianapolis, IN 46240

489,186.01

PAYMENT INSTRUCTIONS

Effective 01/01/2026

Payments made by check:

Make the check Payable to:	Model 1 Commercial Vehicles, Inc.
Lockbox ***Overnight Courier (preferred)***:	PNC Bank C/O Model 1 Commercial Vehicles, Inc. Lockbox Number 713176 350 East Devon Ave Itasca, IL 60143
Mail to PNC lockbox:	PO Box 713176 Chicago, IL 60677-0376

Payments made electronically:	WIRE/ACH
Bank:	PNC Bank
ABA Routing Number:	**083009060 - ACH**
ABA Routing Number:	043000096 - WIRES
Account Number:	3913865248
SWIFT Address:	PNCCUS33
Bank Information:	PNC Bank, N.A. 249 Fifth Avenue Pittsburgh, PA 15222
Bank Contact:	Michael Habowski, AVP, Treasury Management Officer
Electronic Remittances:	ARREMIT@model1.com
Payment Instruction Verification:	**(463) 234-9400**

As of June 13, 2023, Creative Bus Sales, Inc. is a DBA of Model 1 Commercial Vehicles, Inc.

Please note that the information provided in this letter is given as of the date of this letter and is subject to change without notice and is provided in strict confidence to you for your own use only. If you have any questions, or require further assistance, please do not hesitate to contact us at **463-234-9400**.

The following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud:

- **NEVER RELY** on emails purporting to provide or change wire Instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire Instructions verbally, specifically the ABA routing number and account number.
- **DO NOT** use the phone number provided in the email containing the instructions; use phone numbers you have called before or can verify.
- **DO NOT** send an email to verify as the email address may be incorrect or the email maybe intercepted by the fraudster.
- **DO NOT** forward Wire Instructions to other parties without first verbally verifying the Instructions from the sending party.
- **USE COMPLEX STRONG EMAIL PASSWORDS**.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an Incident, please refer to the following links:
Federal Bureau of Investigation: http://www.fbi.gov
Internet Crime Complaint Center: https://www.ic3.gov

Setting the example
the industry follows

FREMONT COUNTY ASSOCIATION OF GOVERNMENTS

A JOINT POWERS BOARD • FREMONT COUNTY, WYOMING

Wind River Transportation Authority • Project Independence

BOARD AGENDA ITEM REPORT

Subject	**Monthly Forum**		
Meeting Date	October 22, 2026	**Agenda Item No.**	**VIII**
Meeting Type	☒ Regular ☐ Special ☐ Work Session		
Agenda Section	☐ Consent Agenda ☐ Unfinished Business ☐ New Business ☐ Reports and Updates ☐ Public Hearing (Section: Routine Business)		
Nature of Action	☐ Motion ☐ Resolution ☐ Agreement / Contract ☐ Direction to Staff ☒ Information Only		
Program Area	☒ FCAG Administration ☐ WRTA ☐ Project Independence (CSBG) ☐ Regional EMS		
Strategic Plan Alignment	☐ Yes - Goal / Objective: not specified ☒ No (Regular Business)		
Submitted By	Tim Nichols, Executive Director	**Presented By**	Tim Hancock, Chairman
Attachments	☒ None; supporting sources referenced in the narrative		

I. EXECUTIVE SUMMARY

The monthly forum provides an opportunity for elected representatives and members to raise intergovernmental priorities, community concerns and potential projects within FCAG's regional coordination purpose.

II. BACKGROUND AND PRIOR BOARD ACTIONS

The regular Board agenda has traditionally reserved a monthly forum near the end of the public meeting.

Date	Meeting / Body	Discussion or Action Taken
Regularly	FCAG Board	Monthly forum is an established regular-meeting agenda section.

III. STATEMENT OF ISSUE *Why this item is before the Board*

The forum helps identify potential items requiring staff research, partner consultation, or an agenda at a subsequent meeting.

IV. LEGAL AND POLICY AUTHORITY

Legal Review	☐ Reviewed by FCAG Counsel ☐ Review Pending ☒ Not Required

FCAG Bylaws and posted agenda; recommendations needing formal action must return for appropriate notice and Board decision.

V. FISCAL IMPACT

Fiscal Impact	☒ None ☐ Within Adopted Budget ☐ Budget Amendment Required ☐ Revenue to FCAG

Amount	$0.00	**Fiscal Year**	FY2027
Funding Source(s)	None		
Budget Line / Account	Not verified / enter final chart of accounts	**Local Match Required**	☒ No

No immediate appropriation requested.

VI. ALTERNATIVES AVAILABLE TO THE BOARD

Alternative	Effect of Board Selecting This Alternative
1. Approve as recommended	Receives partner updates and records action items.
2. Approve with modifications	Directs follow-up to a future posted agenda.
3. Deny or take no action	No new authority or approval; routine item remains pending or is received without vote.
4. Table or continue to a date certain	Allows verification of missing materials and renewal of consideration at a properly noticed meeting; may affect schedules.

VII. ACTION REQUESTED

Receive member observations and requested follow-up. Do not treat general forum remarks as authorization to execute contracts or adopt unagendized policy.

VIII. PROPOSED MOTION

BOARD MEMBER: No formal motion recommended for this information-only item. The Chair may receive the report and direct staff only within the posted agenda.

(Second required if a motion is made.) Chair: “It has been moved and seconded. Is there any discussion?”
Vote: ☐ Majority of quorum present ☐ Other: verify applicable Bylaws.

IX. EXECUTIVE DIRECTOR’S RECOMMENDATION

Record clear follow-up assignments and, where needed, bring substantive matters back as duly noticed agenda items. Final packet verification: Confirm any specific future action will receive its own agenda narrative and supporting documents.

X. ATTACHMENTS

Attachment A	None
Attachment B	—
Attachment C	—

AGENDA ROUTING AND APPROVAL *Completed before the item is placed on the agenda*

Review	Name	Signature / Initials	Date
Prepared By	Tim Nichols (draft)	Pending	Pending
Fiscal Review (Business Manager)	Jesse Grosinger (pending)	Pending	Pending
Legal Review (if required)	FCAG counsel (if required)	Pending	Pending
Approved for Agenda (Executive Director)	Executive Director (pending)	Pending	Pending

RECORD OF BOARD ACTION *For Board Secretary use only*

Action Taken	☐ Approved as Presented ☐ Approved as Amended ☐ Denied ☐ Received / Information Only ☐ Tabled or Continued to: Date		
Motion By	Board member	**Seconded By**	Board member
Vote	Ayes: # Nays: # Abstain: # Absent: #		
Resolution / Minutes Ref.	No. / page	**Recorded By / Date**	Name, date

This report and its attachments are part of the public meeting packet and are public records under the Wyoming Public Records Act unless a specific exemption applies.

FREMONT COUNTY ASSOCIATION OF GOVERNMENTS

A JOINT POWERS BOARD • FREMONT COUNTY, WYOMING

Wind River Transportation Authority • Project Independence

BOARD AGENDA ITEM REPORT

Subject	**Adjournment**		
Meeting Date	October 22, 2026	**Agenda Item No.**	**IX**
Meeting Type	☒ Regular ☐ Special ☐ Work Session		
Agenda Section	☐ Consent Agenda ☐ Unfinished Business ☐ New Business ☐ Reports and Updates ☐ Public Hearing (Section: Routine Business)		
Nature of Action	☒ Motion ☐ Resolution ☐ Agreement / Contract ☐ Direction to Staff ☐ Information Only		
Program Area	☒ FCAG Administration ☐ WRTA ☐ Project Independence (CSBG) ☐ Regional EMS		
Strategic Plan Alignment	☐ Yes - Goal / Objective: not specified ☒ No (Regular Business)		
Submitted By	Tim Nichols, Executive Director (draft prepared for review)	**Presented By**	Tim Nichols, Executive Director (proposed)
Attachments	☒ None; supporting sources referenced in the narrative		

I. EXECUTIVE SUMMARY

Following completion of the October 22 regular meeting agenda, the Board may consider adjournment.

II. BACKGROUND AND PRIOR BOARD ACTIONS

FCAG maintains regular meeting minutes and voting records.

Date	Meeting / Body	Discussion or Action Taken
Regularly	FCAG Board	Routine adjournment is recorded in Board minutes.

III. STATEMENT OF ISSUE *Why this item is before the Board*

A recorded adjournment establishes the conclusion of formal proceedings.

IV. LEGAL AND POLICY AUTHORITY

Legal Review	☐ Reviewed by FCAG Counsel ☐ Review Pending ☒ Not Required

FCAG Bylaws and the adopted meeting agenda govern adjournment and the Board secretary's record of the actual time and action.

V. FISCAL IMPACT

Fiscal Impact	☒ None ☐ Within Adopted Budget ☐ Budget Amendment Required ☐ Revenue to FCAG

Amount	$0.00	**Fiscal Year**	FY2027
Funding Source(s)	None		
Budget Line / Account	Not verified / enter final chart of accounts	**Local Match Required**	☒ No

No fiscal impact.

VI. ALTERNATIVES AVAILABLE TO THE BOARD

Alternative	Effect of Board Selecting This Alternative
1. Approve as recommended	Closes formal Board proceedings.
2. Approve with modifications	Sets a different lawful process for closing meeting.
3. Deny or take no action	Leaves the proposed action unapproved and current legal/policy requirements unchanged.
4. Table or continue to a date certain	Allows verification of missing materials and renewal of consideration at a properly noticed meeting; may affect schedules.

VII. ACTION REQUESTED

The Chair requests and records the motion, second, vote and actual meeting end time.

VIII. PROPOSED MOTION

BOARD MEMBER: “I move to adjourn the October 22, 2026 regular meeting of the Fremont County Association of Governments.”

(Second required if a motion is made.) Chair: “It has been moved and seconded. Is there any discussion?”
Vote: ☐ Majority of quorum present ☐ Other: verify applicable Bylaws.

IX. EXECUTIVE DIRECTOR’S RECOMMENDATION

Ensure that the proceedings and adjournment are accurately recorded in the minutes. Final packet verification: Record the actual time and voting record; do not insert an expected adjournment time as a fact.

X. ATTACHMENTS

Attachment A	None
Attachment B	—
Attachment C	—

AGENDA ROUTING AND APPROVAL *Completed before the item is placed on the agenda*

Review	Name	Signature / Initials	Date
Prepared By	Tim Nichols (draft)	Pending	Pending
Fiscal Review (Business Manager)	Jesse Grosinger (pending)	Pending	Pending
Legal Review (if required)	FCAG counsel (if required)	Pending	Pending
Approved for Agenda (Executive Director)	Executive Director (pending)	Pending	Pending

RECORD OF BOARD ACTION *For Board Secretary use only*

Action Taken	☐ Approved as Presented ☐ Approved as Amended ☐ Denied ☐ Received / Information Only ☐ Tabled or Continued to: Date		
Motion By	Board member	**Seconded By**	Board member
Vote	Ayes: # Nays: # Abstain: # Absent: #		
Resolution / Minutes Ref.	No. / page	**Recorded By / Date**	Name, date

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