

**NOTICE - SWEETWATER COUNTY
BOARD OF COUNTY COMMISSIONERS
WILL MEET IN REGULAR SESSION
Tuesday, December 18, 2012 at 8:30 a.m.
Commissioners Meeting Room
Tentative and Subject to Change**

PLEASE ARRIVE 15 MINUTES EARLIER THAN YOUR SCHEDULED TIME

PRELIMINARY

8:30 CALL TO ORDER
QUORUM PRESENT
PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA
APPROVAL OF MINUTES: 12-4-12

ACCEPTANCE OF BILLS

Approval of Monthly Reports
Approval of County Vouchers/Warrants
Approval of Cancelled County Warrants
Approval of Abates/Rebates

COMMISSIONER COMMENTS/REPORTS

8:40

COUNTY RESIDENT CONCERNS

9:20

ACTION/PRESENTATION ITEMS

9:30 Resolution to Move the SWCO Commissioners
First Meeting in January, 2013

9:35 Board Appointment- Events Complex

9:40 Planning & Zoning Commission Recommendation
of Dale Newland P&Z Position

9:45 A Resolution Approving an Ambulance Service
Board

10:00 Approval of Factual Findings and Legal
Conclusions for the Conditional Use Application

and Hearing for Jay and Terie D'Ewart

- 10:05** Mileage Reimbursement Rate
- 10:10** Amendment to the SWCO IRC Section 125
- 10:15** Approval of FY 2013 Horticulture Position Salary Service Agreement for UW- Cooperative Extension of SWCO
- 10:20** Approval of MOU for Acceptance of Juveniles from Lincoln & Uinta County to be housed in the SWCO Detention Center
- 10:50** Request the Approval of Homeland Security Grant Agreements
- 11:00** Request the Approval of the FY 2013 Community Services Block Grant Contract and Subgrantee Contracts

OTHER

11:10

EXECUTIVE SESSION(S) AS NEEDED

ADJOURN

December 4, 2012
Green River, WY

The Board of County Commissioners met this day at 8:30 a.m. in Regular Session with all commissioners present. The meeting opened with the Pledge of Allegiance.

Approval of Agenda

Commissioner West moved to approve the agenda which is before us this morning. Commissioner Van Matre seconded the motion. With no discussion, the motion was approved unanimously.

Approval of Minutes 11-20-12

Chairman Johnson entertained a motion to approve the minutes dated November 20, 2012. *Commissioner Kolb moved to approve the minutes. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

Acceptance of Bills

Approval of County Vouchers/Warrants, Monthly Reports and Abates/Rebates

Commissioner West moved to approve acceptance of the bills which includes the county vouchers/warrants, monthly statements, and the abates/rebates. Commissioner Kolb seconded the motion. With no discussion, the motion was approved unanimously.

WARR#	NAME	DEPT	TOTAL
	Salaries (Net)		943,709.81
52063	Sweetwater Co Events Comp	County Fair	45,515.24
4	Sweetwater Co Events Comp	County Fair	254,461.21
52065	Sweetwater Co Events Comp	County Fair	155,993.64
52122	Amazon	Vet Services, Road & Bridg, Co Atrny, Shrf Dtn Mnt, Treas, Clk Dist Crt, Clk	287.66
3	Amazon	Road & Bridg, Land Use	227.09
4	Centurylink	Commiss, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, Clk Dist Crt, GR Fcl Mt CH, Road & Bridg, RS Off Bld A, Land Use, Flt Veh Main, Fire Marshal, Coroner	658.66
5	Centurylink	Clk, Treas, Assess, Shrf, IT Dept, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, Vet Services, Comm Nur-Hom	1,069.25
6	Centurylink	Shrf Emg Mgt	279.87
7	Centurylink	Elect	26.72
8	Centurylink	Commiss, Clk, Treas, Assess, Shrf, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, IT Dept, Land Use, Clk Dist Crt, GR Fcl Mt CH	371.46
9	Centurylink	Road & Bridg, Elect, Comm Dev&Eng, Grants Admin, Shrf Emg Mgt, Vet Services, Human Resour, Purchasing, Comm Nur-Hom	309.60
52130	Home Depot Credit Service	GR Fcl Mt CH, Shrf Dtn Mnt	580.83
1	Payment Remittance Center	Coroner	16.21
2	Payment Remittance Center	GR Fcl Mt CH, Grants Admin, Treas, Shrf Dtn Mnt, Road & Bridg, Clk	3,866.40
3	Payment Remittance Center	Assess	183.49
4	Payment Remittance Center	Elect	37.94
5	Payment Remittance Center	Co Atrny, Commiss, Shrf Dtn Mnt, Fire Marshal, IT Dept, GR Fcl Mt CH, Vet Services	1,251.14
6	Payment Remittance Center	Shrf Dtn Mnt, Assess, IT Dept, GR Fcl Mt CH	4,944.76
7	Questar Gas	RS Rd & Brdg, RS Veh Maint, Shrf Dtn Mnt, RS Mnt/C Pur, RS 333 Bdwy, Facil 731C C, RS Off Bld A, JV 731 Bld D, Thmpsn Bld b, Thmpsn Bld A	7,049.91
8	Rocky Mtn Power	RS 333 Bdwy	341.35
9	Union Telephone Company Inc	Assess, Clk, Shrf Emg Mgt, Grants Admin, Co Atrny, Clk Dist Crt, GR Fcl Mt CH, Land Use, Vet Services, Shrf	329.43
52140	Union Telephone Company Inc	Coop Ext/4H, Co Atrny, Commiss, IT Dept, Coroner, Fire Marshal, Comm Dev&Eng, Land Use, Purchasing, Juv Prob, Road & Bridg, GR Fcl Mt CH	1,531.34

1	Union Telephone Company Inc	GR Fcl Mt CH, Shrf Dtn Mnt, Road & Bridg, Shrf	4,117.92
2	Verizon Wireless	Shrf, Shrf Emg Mgt, Fire Marshal, Vet Services, IT Dept, Commiss, Elect, Co Atrny	1,013.59
3	Walmart Community/Gecrb-P	Shrf Dtn Mnt	331.53
4	Wex Bank	Flt Veh Main	3,601.44
5	Wyoming Dept Of Workforce	Shrf Dtn Mnt, Shrf Emg Mgt	133.66
6	Affiliated Benefits	Intr Gv Pool	1,322.00
7	Aflac	Gen Accts	2,053.15
8	Aflac - Group	Gen Accts	1,448.09
9	Axa Equitable	Gen Accts	300.00
52150	Bank Of The West	Gen Accts	322,984.80
1	Colonial Life & Accident	Gen Accts	108.20
2	Family Financial Educate	Gen Accts	361.00
3	Great-West Life & Annuity	Gen Accts	12,674.33
4	Sweetwater County Section	Gen Accts	7,897.00
5	Sweetwater Federal	Gen Accts	6,755.00
6	Valic	Gen Accts	6,757.00
7	Waddell & Reed Inc	Gen Accts	2,055.00
8	Wyoming Dept Of Workforce	Gen Accts, Clk	20,229.83
9	Wyoming Retirement System	Gen Accts	182,170.41
52160	Wyoming Retirement System	Shrf	764.40
1	058-Ncpers Group Life Ins	Gen Accts	1,808.00
2	Blue Cross Blue Shield Of WY	Intr Gv Pool	37,184.01
3	Centurylink	Commiss, Co Atrny, Grants Proj, GR Cir Court, Clk Dist Crt, GR Fcl Mt CH, Flt Veh Main, Purchasing, Grants Admin, Land Use, RS Off Bld A, Comm Nur-Hom	1,336.44
4	Centurylink	Clk, Treas, Assess, Shrf, Juv Prob, IT Dept, Coop Ext/4H, Road & Bridg, Elect, Comm Dev&Eng, Human Resour, Shrf Emg Mgt, Fire Marshal	4,019.21
5	Delta Dental	Intr Gv Pool	1,984.00
6	Diversified Insurance Ben	Human Svcs, Employee Ben, Intr Gv Pool	10,515.17
7	Rocky Mtn Power	GR Rd & Brdg, GR JV Maint, GR Cir Court, GR Fcl Mt CH, GR Wrhs Main	8,618.90
8	Sweetwater County Insurance	Human Svcs, Intr Gv Pool, Employee Ben	18,375.28
9	Sweetwater County Insurance	Employee Ben	225,962.79
52170	Sweetwater County Insurance	Human Svcs, Employee Ben, Intr Gv Pool	24,591.11
1	Sweetwater Television Co	Shrf Emg Mgt	47.45
2	Verizon Wireless	Shrf	660.92
3	Walmart Community/Gecrb-S	Shrf Dtn Mnt, Shrf	907.20
4	Wells Fargo Bank	Grants Proj, Shrf, Shrf Dtn Mnt	793.78
5	Wells Fargo Bank	Shrf, Shrf Dtn Mnt	1,461.73
6	Accreditation Audit & Risk	Shrf Dtn Mnt	530.00
7	Ace Hardware	Road & Bridg	81.31
8	Ace Hardware #11263-C	Road & Bridg	66.96
9	Advanced Medical Imaging	Coroner	50.00
52180	Allen, Cheryl	Vet Services	486.06
1	Alpine Pure Water	Co Atrny, Vet Services	95.00
2	American Polygraph Assn	Shrf	150.00
3	Asphalt Services Inc	Road & Bridg	2,435.00
4	Auto Parts Unlimited	Road & Bridg	237.00
5	Badger Daylighting Corp	Road & Bridg	2,660.00
6	Battery Systems	Road & Bridg	286.56
7	Bennett Paint & Glass	Shrf Dtn Mnt	406.00
8	Bokor Testing Service	Road & Bridg	200.00
9	Bookcliff Sales Inc.	Road & Bridg	540.96
52190	Buckboard Marina	Shrf	582.80
1	Capital Business Systems	Coop Ext/4H	60.00
2	Carquest Auto Parts	Road & Bridg	413.28
3	Carrier Corporation	Shrf Dtn Mnt, Capital Proj	31,298.49
4	Copier & Supply Co Inc	Clk Dist Crt, Co Atrny, Clk, Shrf, Assess, Purchasing, Commiss, Land Use	762.52
5	Copier & Supply Co Inc	Vet Services, Clk, Land Use, Shrf Dtn Mnt	824.05
6	Custom Cage	Shrf	4,140.00
7	D & L Excavation Inc	Road & Bridg	1,316.50
8	Dave Loden Construction,	Capital Proj	21,907.00
9	David Allison Enterprises	Gen Co Admin	2,046.10
52200	DJ's Glass	Road & Bridg	984.04
1	Dustbusters Inc	Road & Bridg	46,420.56
2	Eastin, Vickie	Elect	16.66
3	Eaton Investments Inc	Road & Bridg	1,019.56
4	Electrical Connections In	GR Fcl Mt CH, Shrf Dtn Mnt	1,673.06
5	Esquibel, Sylvia	Vet Services	391.17

6	F B McFadden Wholesale Co	Shrf Dtn Mnt	4,542.79
7	Fleetpride	Road & Bridg	289.23
8	G & K Services	Road & Bridg	577.00
9	Global Knowledge	IT Dept	5,495.00
52210	Govconnection Inc	Assess	89.00
1	Gruber Technical Inc	Shrf Dtn Mnt	1,048.30
2	Hacker, Hacker & Kendall	Co Atrny	121.50
3	High Country Behavioral	Vet Services	500.00
4	High Security Lock & Alarm	GR Fcl Mt CH	722.75
5	Holland Equipment Company	Road & Bridg	726.81
6	Homax Oil Sales, Inc.	Road & Bridg	41,063.89
7	Hose & Rubber Supply	Road & Bridg	1,313.26
8	Hydraulic Controls Inc	Road & Bridg	373.40
9	laao	Assess	200.00
52220	Ibarra, Josefina	Coop Ext/4H	393.68
1	IBC Wonder / Hostess	Shrf Dtn Mnt	529.19
2	Industrial Hoist And Crane	Road & Bridg	279.38
3	Industrial Supply	GR Fcl Mt CH, Road & Bridg, Clk Dist Crt, Shrf Dtn Mnt	3,613.73
4	International Code Council	Land Use	125.00
5	Jack's Truck & Equipment	Road & Bridg	15,005.22
6	Jenny Service Co	Shrf Dtn Mnt	1,822.56
7	Jester Signs & Graphics	Road & Bridg	50.00
8	Loveless, Janet	Clk Dist Crt	2,954.25
9	Macy's Truck Repair Inc	Road & Bridg	618.00
52230	Matthew Bender & Co Inc	Shrf Dtn Mnt, Shrf	194.68
1	Meadow Gold Dairy	Shrf Dtn Mnt	1,168.53
2	Memorial Hospital Of SW Co	Shrf, Title 25	55,706.50
3	Mountainland Business Sys	Gen Co Admin	8.71
4	National Business Systems	Treas	1,500.00
5	Nicholas & Company	Shrf Dtn Mnt	1,059.00
6	Office Outlet	Vet Services	458.99
7	Plainsman Printing & Supply	Clk Dist Crt	30.90
8	Plan One/Architects	Capital Proj	405.00
9	Quill Corporation	Shrf Dtn Mnt, FnMgt, IT Dept, Road & Bridg, Treas, Purchasing, Shrf, Co Atrny	82.55
52240	Quill Corporation	Clk Dist Crt, Vet Services, IT Dept, Clk, Shrf, Co Atrny, Treas, Elect, Purchasing	535.19
1	Quill Corporation	Vet Services, Elect, Land Use, Co Atrny, Clk, Assess, Shrf, Shrf Dtn Mnt, Clk Dist Crt	2,007.29
2	Quill Corporation	Treas, Shrf Dtn Mnt	1,281.04
3	Radioshack Corporation	GR Fcl Mt CH, Road & Bridg	404.97
4	Real Kleen Inc	Shrf Dtn Mnt	70.20
5	Rock Springs Newspapers Inc	Co Atrny	127.00
6	Rock Springs Newspapers Inc	Elect	7,028.62
7	Rock Springs Plastic Surg	Shrf Dtn Mnt	1,610.00
8	Rock Springs Winnelson Co	GR Fcl Mt CH	58.74
9	Rocky Mountain Powersport	Grants Proj	30,194.81
52250	Safety-Kleen Systems Inc.	Road & Bridg	222.65
1	Secretary Of State	Shrf	60.00
2	Sherman, Stacey	Vet Services	523.20
3	Smyth Printing Inc	Shrf Dtn Mnt, Road & Bridg	454.38
4	Staples Advantage - Dept	Grants Proj	126.05
5	Sterling Communications	Road & Bridg	625.09
6	Swank Motion Pictures Inc	Shrf Dtn Mnt	445.50
7	Sweetwater Co Road & Bridge	Road & Bridg	90.00
8	Sweetwater Medics LLC	cr ambul svc	20,664.00
9	Sweetwater Trophies	GR Fcl Mt CH	17.75
52260	Swisher Hygiene Franchise	Shrf Dtn Mnt	892.50
1	Tegeler & Associates	Shrf	50.00
2	The Dunn Good Co	Road & Bridg	46.96
3	The Tire Den Inc	Road & Bridg	3,718.52
4	The UPS Store - #3042	Shrf, Road & Bridg	60.43
5	Thos Y Pickett & Company	Assess	14,000.00
6	Tubbs MD LLC, Kennon C	Shrf Dtn Mnt	4,200.00
7	U S Foods Inc	Shrf Dtn Mnt	2,216.80
8	United Site Services Of N	Wamsuttr R&B, RS R&B Lagoo	315.48
9	Van Matre, Don	Commiss	237.41
52270	Vehicle Lighting Solution	Road & Bridg	170.52
1	Watson, Jerna	Coop Ext/4H	38.90
2	WEAFCS	Coop Ext/4H	120.00
3	Wehrle, Mary Ann	Co Atrny	245.00
4	West Payment Center	Co Atrny	1,065.80
5	Western Relief, LLC	Road & Bridg	304.75
6	Wilkerson Iv, MD, PC, Jam	Coroner	1,040.00
7	Wyoming Machinery Company	Road & Bridg	2,402.65
8	Wyoming Taxpayers Assn	Assess	100.00
9	Wyoming.COM	Road & Bridg	8.00
52280	Young At Heart Senior Cit	Senior Cntrs	18,070.24
1	YWCA Of Sweetwater County	Human Svcs	35,155.70

GRAND TOTAL

2,754,542.93

The following unlisted warrants are payroll warrants: 52066-52121.

TAXPAYER	TAX AMOUNT	TAXPAYER	TAX AMOUNT
FUN JIM L & SARAH	-770.38	ANADARKO E&P CO LLP	-1,562.94
APPLEQUIST MARVIN & JENNIFER	-12.92	ANADARKO E&P CO LLP	-1,053.58
LEIMBACK CHRIS	-362.16	ANADARKO E&P CO LLP	-2,645.48
ANADARKO E&P CO LLP	-1,161.68	ANADARKO E&P CO LLP	-5,930.28
ANADARKO E&P CO LLP	-446.92	ANADARKO E&P CO LLP	-0.34
ANADARKO E&P CO LLP	-1,690.32	ANADARKO E&P CO LLP	-450.08
ANADARKO E&P CO LLP	-9,048.78	ANADARKO E&P CO LLP	-1,224.30
ANADARKO E&P CO LLP	-2,912.24	ANADARKO E&P CO LLP	-3,105.58
ANADARKO E&P CO LLP	-788.94	ANADARKO E&P CO LLP	-980.10
ANADARKO E&P CO LLP	-467.46	ANADARKO E&P CO LLP	-307.64
ANADARKO E&P CO LLP	-3,753.60	ANADARKO E&P CO LLP	-1,876.58
ANADARKO E&P CO LLP	-159.72	ANADARKO E&P CO LLP	-879.66
ANADARKO E&P CO LLP	1,018.38	ANADARKO E&P CO LLP	-864.94
ANADARKO E&P CO LLP	-95.12	ANADARKO E&P CO LLP	-1,490.78
ANADARKO E&P CO LLP	-503.66	ANADARKO E&P CO LLP	-445.04
ANADARKO E&P CO LLP	-299.54	ANADARKO E&P CO LLP	-715.00
ANADARKO E&P CO LLP	-101.96	ANADARKO E&P CO LLP	-555.12
ANADARKO E&P CO LLP	-203.50	ANADARKO E&P CO LLP	-515.06
ANADARKO E&P CO LLP	-21.42	ANADARKO E&P CO LLP	-355.14
ANADARKO E&P CO LLP	-217.10	ANADARKO E&P CO LLP	-4,934.94
ANADARKO E&P CO LLP	-407.84	ANADARKO E&P CO LLP	-2,049.24
ANADARKO E&P CO LLP	-321.00	ANADARKO E&P CO LLP	-4,369.52
ANADARKO E&P CO LLP	-181.76	POPWOSKI LES	-25.78
ANADARKO E&P CO LLP	-8,735.56	POPWOSKI LES	-27.86
ANADARKO E&P CO LLP	-1,711.60	POPWOSKI LES	-25.38
ANADARKO E&P CO LLP	-898.52	POPWOSKI LES	-26.14
ANADARKO E&P CO LLP	-2,349.46	POPWOSKI LES	-26.18
ANADARKO E&P CO LLP	-6,077.12	POPWOSKI LES	-26.48
ANADARKO E&P CO LLP	-9,069.14	POPWOSKI LES	-32.04
ANADARKO E&P CO LLP	-481.64	POPWOSKI LES	-28.36
ANADARKO E&P CO LLP	-1,093.56	POPWOSKI LES	-30.36
ANADARKO E&P CO LLP	-1,428.52	POPWOSKI LES	-30.40
ANADARKO E&P CO LLP	-977.10	POPWOSKI LES	-30.60
ANADARKO E&P CO LLP	-244.58	FMC WYOMING CORP	-157,302.84
ANADARKO E&P CO LLP	-1,457.92	FMC WYOMING CORP	-0.08
ANADARKO E&P CO LLP	-252.32	FMC WYOMING CORP	-0.08
ANADARKO E&P CO LLP	-462.96	FMC WYOMING CORP	-101,806.34
ANADARKO E&P CO LLP	-655.68	FMC WYOMING CORP	-0.08
ANADARKO E&P CO LLP	-403.94	FMC WYOMING CORP	-0.94
ANADARKO E&P CO LLP	-1,244.56	FMC WYOMING CORP	-71,696.62
ANADARKO E&P CO LLP	-286.80	FMC WYOMING CORP	-179.80
ANADARKO E&P CO LLP	-513.82	JURGENS PATRICK	-190.74
ANADARKO E&P CO LLP	-472.94	PROPERTY PROS LLC	-325.84
ANADARKO E&P CO LLP	-527.48	SOURCE GAS DISTRIBUTION LLC	-584.40
ANADARKO E&P CO LLP	-281.16	SOURCE GAS DISTRIBUTION LLC	-177.34
ANADARKO E&P CO LLP	-2,579.00	SOURCE GAS DISTRIBUTION LLC	-96.38
ANADARKO E&P CO LLP	-1,349.92		

Commissioner Comments/Reports

Commissioner Van Matre

Commissioner Van Matre reported that he met with several staff members and met with Wyoming Veterans State Director Larry Bartlebort, VSO Director Denise Boudreault and Human Resources Manager Garry McLean regarding issues at the Veteran’s Commission level. Commissioner Van Matre explained that he plans to meet with the Uinta County Commission next month to address the Veteran’s issues. Chairman Johnson expressed his appreciation to Commissioner Van Matre for all his assistance with the progression of the VSO Department.

Commissioner Kolb

Commissioner Kolb reported that he attended the Events Complex Board meeting and noted that the fee for camping during the National High School Rodeo was approximately \$32 a day and expressed that the fee will be revisited. Commissioner Kolb explained that the National High School Rodeo event typically has had a 30% turnover on participants each year. Commissioner Kolb discussed the Parks and Recreation Board request relative to improving the facilities at the shooting range and questioned the commission concerning their thoughts about improving the facilities. Commissioner Kolb further reported that he attended the 2nd Annual Member Appreciation for the Rock Springs Chamber held at the White Mountain Mall. Commissioner Kolb noted he spoke with Land Use Director Eric Bingham, Public Works Director John Radosevich, Accounting Manager Bonnie Phillips and Clerk of Court Donna Lee Bobak and was introduced to Wyoming Veterans State Director Larry Bartlebort. Lastly, Commissioner Kolb reported that he attended the parade of lights in Rock Springs and expressed his desire to have a commissioner’s float in the future.

Commissioner Bailiff

Commissioner Bailiff discussed the request from the Parks and Recreation Board to improve the trap club and place camp sites at the location for competitions. Commissioner Bailiff explained that the trap association manager requested approximately 100 camp sites and the Parks and Recreation Board decided that approximately 24 campsites might be more viable. Commissioner Bailiff discussed utilizing block grant funding and noted that Parks and Recreation Board President Eric Bingham will do research and address the Board of County Commissioners at a later date. Commissioner Bailiff reported that he met with the Human Resource Department to review fire warden applications and noted that interviews will begin soon. Lastly, Commissioner Bailiff reported that he visited with Public Works Director John Radosevich and various departments relative to retirement and spoke with Road and Bridge Supervisor Cliff Gibbons, Road and Bridge Administrative Assistant Cheri McMurry, Sheriff Haskell and employees from the county shop. Commissioner Bailiff noted that many employees have expressed their appreciation to the commission for the extended holiday.

Commissioner West

Commissioner West reported that Memorial Hospital of Sweetwater County explained that Title 25 charges are higher than normal due to Title 25 patients being held against their will. Commissioner West explained that Deputy County Attorney Cliff Boevers has provided the Ambulance Service Board draft resolution and noted that he will present it during the next board meeting along with a letter and background information/handbook that will be submitted to various entities and board members when selected.

Chairman Johnson

Chairman Johnson reported that Senator Hastert invited him, along with one additional commissioner, to attend a Government/Local Issues meeting being held at Little America on the December 17, 2012 and noted that he will be out of town. Commissioner Kolb and Commissioner West expressed interest in attending the meeting on his behalf. Chairman Johnson appointed Commissioner West as acting Chairman during his absence. Chairman Johnson reported that he attended the Coalition of Local Governments meeting and expressed that Governor Mead appreciated Sweetwater County's suggestions regarding the National Forest. Chairman Johnson explained that, during the CLG meeting, the Governor's staff made a presentation on Wyoming Energy Strategy and he encouraged the Governor to take a strong position relative to fracking.

Chairman Johnson questioned if the commission would like the Human Resource Department to provide the health insurance online open enrollment presentation during the open period on the agenda. The commission concurred to have the item presented at 11:00 a.m.

Chairman Johnson noted that, on Thursday, December 6, 2012, a special meeting will be held to discuss Consensus Block Grant Funding.

Commissioner Bailiff questioned if Farson representatives have submitted a voucher for the \$40,000 allocation for their community center. Deputy County Clerk Vickie Eastin noted that she would verify this information.

Commissioner Kolb noted that he explained the liaison procedure with the Road and Bridge department.

County Resident Concerns

Chairman Johnson opened county resident concerns. Hearing no comments, the hearing was closed.

Break

Chairman Johnson called for a five minute break.

Deputy County Clerk Vickie Eastin reported that Farson has not submitted a voucher for the \$40,000 allocation made for their community center. Chairman Johnson requested that Commissioner Kolb explain the voucher procedure to the Farson representatives.

Action/Presentation Items

Board Appointment- Planning & Zoning- fulfill unexpired term thru July 1, 2013

Following discussion regarding the number of outstanding candidates, Chairman Johnson entertained a motion to fill the position. *Commissioner Kolb nominated Randy Hansen. Commissioner West seconded the nomination. Commissioner Bailiff moved to nominate Richard Terry Leigh. Commissioner West seconded the motion.* The initial motion was approved with Commissioner Bailiff voting nay. The second motion failed.

Consideration of Plan One Architects Proposal for 333 Broadway

Facilities Manager Chuck Radosevich recommended that the design services for the 333 Broadway building renovations be awarded to Plan One Architects in the amount of \$320,900, not including reimbursable expenses. Plan One Architects President Charles Van Over was present. Following discussion, *Commissioner West moved to award the design services for the 333 Broadway building renovations to Plan One Architects in the amount of \$320,900, not including reimbursable expenses, and authorize the Chairman to sign the contract with Plan One after it is prepared and approved by the County Attorney's Office. Commissioner Kolb seconded the motion.* With no further discussion, the motion was approved unanimously.

Request to Fill Vacant Part Time Custodial Position

Facilities Manager Chuck Radosevich explained that a part time custodian recently resigned and requested authorization to replace the position. Following discussion, Chairman Johnson entertained a motion to approve the request. *Commissioner Bailiff so moved. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

Request to Re-staff Victim Witness Position

County Attorney Brett Johnson requested authorization to re-staff the victim witness coordinator position. Following discussion, Chairman Johnson entertained a motion to support the request to re-staff the position requested by Mr. Brett Johnson. *Commissioner Kolb so moved. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

Request Approval of MOA from City of Rock Springs for the DSP Program

DSP Director Kimmie Felderman presented the MOA from the City of Rock Springs for the DSP Program. Following discussion, Chairman Johnson entertained a motion to approve the Memorandum of Agreement with the City of Rock Springs and authorize the Chairman to sign the same. *Commissioner West so moved. Commissioner Bailiff seconded the motion.* With no further discussion, the motion was approved unanimously.

Break

Chairman Johnson called for a ten minute break.

Request for County Maintenance of Double J Subdivision Roads

Public Works Director John Radosevich and Land Use Director Eric Bingham presented and requested approval for the maintenance of the Double J Subdivision roads. Also present were Rocky Mountain Survey representative Kent Felderman, Land Developer Jeff Fritz and Inberg-Miller Engineers representative Mike Brown. Following discussion, Chairman Johnson entertained a motion to approve this letter being sent to Mr. Fritz and authorize the Chairman to sign. *Commissioner Bailiff moved to approve the letter to Mr. Fritz and authorize the Chairman to sign. Commissioner West seconded the motion.* Following further discussion, the motion was approved with Commissioner Kolb voting nay.

Resolution Signing of Moratorium Extension

Land Use Director Eric Bingham presented Resolution 12-12-CC-01, Extension of Zoning Moratorium on the Establishment of Commercial Wind Farms. Following discussion, Chairman Johnson entertained a motion to approve Resolution 12-12-CC-01, Extension of Zoning Moratorium on the Establishment of Commercial Wind Farms. *Commissioner Kolb moved to approve Resolution 12-12-CC-01. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

RESOLUTION 12-12-CC-01

**EXTENSION OF ZONING MORATORIUM ON THE ESTABLISHMENT OF
COMMERCIAL WIND FARMS**

Whereas, the Sweetwater County Board of County Commissioners on February 7, 2012 adopted Resolution 12-02-CC-01 that established a nine (9) month moratorium, which prohibited the receipt and processing of commercial wind farm/wind energy facility applications, to allow the Sweetwater County Board of County Commissioners (Board) sufficient time to adopt regulations for Wind Energy Facilities in accordance with Wyoming Statute (see attached Resolution); and,

Whereas, on June 13, 2012 the Sweetwater County Planning and Zoning Commission (P&Z) held a public hearing and created Draft Wind Energy Regulations and certified said regulations to the Board in P&Z Recommendation 12-06-PZ-01; and,

Whereas, the Sweetwater County Board of County Commissioners extended the Moratorium established by Resolution 12-08-CC-01 until December 21, 2012; and,

Whereas, to ensure that said Draft Wind Energy Regulations protect the public from harm and provide for the protection of the public health, safety and welfare; and further safeguard the environment, including wildlife, historical and cultural resources; additional time is required for Sweetwater County and the public to review and consider P&Z Recommendation 12-06-PZ-01; and,

Now therefore be it resolved, that Board of County Commissioners hereby extends the expiration date for the commercial wind energy facility moratorium extension established by Resolution 12-08-CC-01 from Friday, December 21, 2012 to Friday, June 21, 2013.

Dated this day of December 4, 2012

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

ATTEST:

John K. Kolb, Member

Don Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

Project Update

Grants Manager Krisena Marchal updated the commission on the Countywide Consensus Block Grant Projects. The commission concurred that their first priority is renovations to the 333 Broadway building.

Other

Health Insurance Presentation

Human Resource Manager Garry McLean, Human Resource Specialists Brenda Rael and Stefanie Boling presented the new online insurance benefits program and explained that everyone must complete the online benefits enrollment by December 12, 2012.

Lunch

Chairman Johnson recessed the meeting for lunch. After the lunch break, Chairman Johnson opened the afternoon session.

Planning & Zoning- Public Hearing

Jay & Terie D'Ewart - Conditional Use Permit - Corrals for Personal and Commercial Use

Land Use Planner John Barton provided the Planning & Zoning report and presented Resolution 12-12-ZO-01, Jay & Terie D'Ewart Conditional Use Permit Corrals for Personal and Commercial Use. Owners Jay and Terie D'Ewart were present. Following a lengthy discussion relative to the covenants, Chairman Johnson opened the public hearing. Comments were made by residents Richard & Karla Leach, Christina Kaan and Sandra McCormick. Hearing no further comments, the public hearing was closed. Chairman Johnson entertained a motion to approve Resolution 12-12-ZO-01 for Jay & Terie D'Ewart Conditional Use Permit Corrals for Personal and Commercial Use with the following conditions: the conditional use permit is personal to the applicant, the conditional use permit is valid for period of 2 years and the applicant must abide by the terms and conditions specified in the application. ***Commissioner Kolb made the motion to approve. Commissioner Van Matre seconded the motion.*** Following a roll call vote, the motion was defeated unanimously.

Red Desert Reclamation, LLC- Conditional Use Permit- Treatment of Produced Water

Land Use Planner John Barton provided the Planning & Zoning report and presented Resolution 12-12-ZO-02, Red Desert Reclamation, LLC Conditional Use Permit-Treatment of Produced Water. Also present were Red Desert Director of Operations Brian Blevins and Red Desert Reclamation Facilities Manager John McMullen. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the public hearing was closed. Chairman Johnson entertained a motion to approve Resolution 12-12-ZO-02 Red Desert Reclamation, LLC Conditional Use Permit-Treatment of Produced Water. ***Commissioner Kolb moved to approve Resolution 12-12-ZO-02. Commissioner West seconded the motion.*** With no discussion, the motion was approved unanimously.

RESOLUTION 12-12-ZO-02

RED DESERT RECLAMATION, LLC.

CONDITIONAL USE PERMIT - PRODUCED WATER TREATMENT

WHEREAS, Red Desert Reclamation, LLC. has requested a Conditional Use Permit in accordance with Section 6 of the Sweetwater County Zoning Resolution to allow a water treatment facility for produced water from oil and gas exploration activities. This application is to be located on a parcel of land owned by Red Desert Reclamation, LLC and is described as:

100 acres located in the East Half of the Southwest Quarter, The Southeast Quarter of the Northwest Quarter of the Southwest Quarter and the Northeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 11, Township 21 North, Range 90 West of the Sixth Principal Meridian, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on December 4, 2012 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing.

NOW THEREFORE BE IT RESOLVED, that the applicant's request be APPROVED with the following conditions:

1. The Conditional Use Permit is personal to the applicant.
2. Applicant is to comply with the terms and conditions specified in the application.
3. The Conditional Use Permit is valid for a period of 5 years.
4. Applicant must meet all applicable Federal, State and Local regulations.

Dated this 4th day of December, 2012.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Simon Trust/Sterling Construction - Conditional Use Permit - Temporary Construction Yard

Land Use Planner John Barton explained that the Simon Trust/Sterling Construction Conditional Use Permit remains tabled and that the item was inadvertently placed on the Planning and Zoning agenda.

Language Amendment- Zoning Resolution Application Fees

Planner III Steve Horton provided the Planning & Zoning report and presented Resolution 12-12-CC-02, Language Amendment to the Sweetwater County Zoning Resolution, Section 25 Application Fees. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the public hearing was closed. Chairman Johnson entertained a motion to approve Resolution 12-12-CC-02, Language Amendment to the Sweetwater County Zoning Resolution, Section 25 Application Fees. **Commissioner Bailiff so moved. Commissioner Van Matre seconded the motion.** With no discussion, the motion was approved with Commissioner Kolb voting nay.

**RESOLUTION 12-12-CC-02
LANGUAGE AMENDMENT TO THE SWEETWATER COUNTY ZONING RESOLUTION
SECTION 25 APPLICATION FEES**

Whereas, the Board of Sweetwater County Commissioners (Board) is empowered by Wyoming Statutes 18-5-201 et. Seq. to regulate the use of land in the unincorporated areas of Sweetwater County; and,

Whereas, the Sweetwater County Planning and Zoning Commission held a public hearing on the proposed amendments to the Sweetwater County Zoning Resolution Section 25 on July 11, 2012, said public hearing was advertised in the Rocket Miner on June 16, 2012; and

Whereas, on June 26, 2012 the Sweetwater County Land Use Department advertised a corrective ad stating that a public hearing would be held on July 11, 2012 at 10:00 a.m. proposing to amend Section 25 of the Sweetwater County Zoning Resolution concerning Application Fees, and;

Whereas, after due consideration and discussion of all public comments received during a public hearing on July 11, 2012 the Planning and Zoning Commission voted 4-0 to recommend to the Sweetwater County Board of County Commissioners adoption of the proposed amendments to Section 25 of the Sweetwater County Zoning Resolution and to table proposed fees applicable to WECS applications; and

Whereas, the Sweetwater County Board of County Commissioners held a public hearing on the proposed amendments to Section 25 of the Sweetwater County Zoning Resolution on December 4, 2012; and

Whereas, the Board of Sweetwater County Commissioners has determined that the proposed amendments to Section 25 of the Sweetwater County Zoning Resolution are in conformance with the public needs and will serve to promote public health, safety and well-being;

Whereas, after due consideration and discussion of all public comments received, the Sweetwater County Board of County Commissioners voted to adopt the Language Amendment to Section 25 of the Sweetwater County Zoning Resolution as stated below:

Section 25. Application Fees

The following Application Fees are required to be paid at the time the application is submitted. Failure to pay the appropriate fees constitutes an incomplete application.

Access Permit.....	\$75
Address Permit.....	\$75
Anemometer Permit.....	\$75

Appeal - General (Fee is Per Variance)	None
Appeal - Zoning (Fee is Per Variance.....	None
Building Exception	\$225
Conditional Fireworks Permit	\$450
Conditional Fireworks Permit Renewal	\$75 (Remove)
Conditional Use Permit	\$225
Conditional Use - Storage of Radioactive & Explosive Materials	\$400 (Remove)
Construction Use Permit - Transmission Towers & Support Facilities	0.1% Cost of Towers and Support Facilities
Construction Use Permit - Residential	\$50
Construction Use Permit - Commercial & Industrial.....	0.1% of Project Minimum \$300
Construction Use Permit - Provisional.....	\$50
Development Plan	\$450
Grading Permit - Residential - Platted and Unplatted.....	\$50
Grading Permit - Commercial & Industrial - < 10 Acres	\$100
Grading Permit - Commercial & Industrial - > 10 Acres	\$150
Hardship Exception	\$75
Home Occupation Type I, II, III	\$75
Home Occupation Type II.....	\$75 (Remove)
Home Occupation Type III	\$75 (Remove)
Language Amendment	\$225
Language Amendment - Comprehensive Plan & GMP	\$225
License A	\$225
License B.....	\$75
Map Amendment – (Planning Map, GMP Map, Zone Map).....	\$225
MET Tower Permit	\$500
Oil & Gas Permit.....	\$1,500
Use Permit - No New Structures, Residential	\$50
Use Permit - No New Structures, Commercial & Industrial.....	0.1% of Project Minimum \$300 (Remove)
Zone Change	\$225 (Remove)

Now therefore be it resolved that the Sweetwater County Board of County Commissioners, as authorized by Wyoming Statute 16-3-103 (b), hereby APPROVES the proposed amendments to Section 25 of the Sweetwater County Zoning Resolution.

This resolution shall be filed in the Records of the Sweetwater County Clerk.

Dated this 4th day of December, 2012.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

ATTEST:

Don Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

Adjourn

There being no further business to come before the Board this day, the meeting was adjourned subject to the call of the Chairman.

This meeting was recorded and is available from the County Clerk's office at the Sweetwater County Courthouse in Green River, Wyoming

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

ATTEST:

Don Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

Authorization for Monthly Reports
12-18-12

1. County Treasurer

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Attest:

Donald Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD OCTOBER 31, 2012 TO NOVEMBER 30, 2012 (PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

AMOUNT ON HAND OCTOBER 31, 2012	52,473,265.55
RECEIPTS - CASH ITEMS	124.00
RECEIPTS - COUNTY CLERK FEES	1,077.75
RECEIPTS - OVERPAYMENTS	71,339.57
RECEIPTS - VIN INSPECTION FEES	1,070.00
RECEIPTS - REAL PROPERTY TAX CURRENT	11,818,496.68
RECEIPTS - REAL PROP TAXES DELINQ.	6,319.98
RECEIPTS - CIGARETTE TAX	1,525.25
RECEIPTS - JURY DUTY REIMBURSEMENT	80.00
RECEIPTS - SHERIFF-WAMSUTTER	95,000.00
RECEIPTS - WATERSHED FEE	150.00
RECEIPTS - PENALTIES/INT DELIQ TAXES	992.96
RECEIPTS - CNTY SALES TAX	330,135.12
RECEIPTS - STATE SALES LOCAL 1% OPT	235,432.67
RECEIPTS - WYOMING-5% REIMBURSEMENT	2,108.35
RECEIPTS - SALES TAX PENALTIES	5,997.83
RECEIPTS - SALE OF CO EQUIPMENT	231.20
RECEIPTS - TELEPHONE EQUIPMENT	326.67
RECEIPTS - RECORDINGS/CTY CLERK	12,947.00
RECEIPTS - FILING FEES/CTY CLERK	6,051.00
RECEIPTS - AUTO FEES/CTY CLERK	11,160.00
RECEIPTS - MARRIAGE LICENSE/CTY CLER	550.00
RECEIPTS - MISC/CTY CLERK	1,121.00
RECEIPTS - VIN INSPECTION FEES	340.00
RECEIPTS - LIQ LICENSE/BEER PERMITS	50.00
RECEIPTS - REFUNDS	1,215.89
RECEIPTS - CP & CR - CTY TREAS	365.00
RECEIPTS - RETURNED CHECK CHARGES	173.00
RECEIPTS - AUTO FUND POSTAGE	966.93
RECEIPTS - COUNTY SHARE FEES (auto)	739.00
RECEIPTS - COUNTY SHARE (MOBILE EQP)	3,190.00
RECEIPTS - CO LICENSES (PERMITS, ETC)	10.00
RECEIPTS - TEMPORARY WORK PERMIT	350.00
RECEIPTS - SHERIFF'S FEES	6,615.64
RECEIPTS - SPECIAL EVENTS OVERTIME	420.00
RECEIPTS - CONSTRUCTION USE PERMIT	50.00
RECEIPTS - ACCESS PERMIT	75.00
RECEIPTS - ADDRESS PERMIT	75.00
RECEIPTS - COUNTY ENGINEER COPIES	270.00
RECEIPTS - COUNTY ENGINEER LICENSE A	450.00
RECEIPTS - CONDITIONAL USE PERMIT	150.00
RECEIPTS - HOME OCCUPATION	75.00
RECEIPTS - NOW ACCOUNT	587.84
RECEIPTS - INT CAPITAL REPLACEMENT	17,497.50
RECEIPTS - INTEREST CASH RESERVE	20,971.88
RECEIPTS - INMATE HOUSING REIMBURSMT	27,919.20
RECEIPTS - REAL PROPERTY TAX CURRENT	801,294.23
RECEIPTS - REAL PROP TAXES DELINQ.	483.49
RECEIPTS - PENALTIES/INT DELIQ TAXES	90.40
RECEIPTS - NOW ACCOUNT	12.58
RECEIPTS - REAL PROPERTY TAX CURRENT	1,328,913.68

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD OCTOBER 31, 2012 TO NOVEMBER 30, 2012 (PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - REAL PROP TAXES DELINQ.	764.88
RECEIPTS - PENALTIES/INT DELIQ TAXES	131.26
RECEIPTS - NOW ACCOUNT	20.96
RECEIPTS - REAL PROPERTY TAX CURRENT	107,593.80
RECEIPTS - REAL PROP TAXES DELINQ.	73.07
RECEIPTS - PENALTIES/INT DELIQ TAXES	15.25
RECEIPTS - NOW ACCOUNT	1.74
RECEIPTS - REAL PROPERTY TAX CURRENT	204,395.13
RECEIPTS - REAL PROP TAXES DELINQ.	127.31
RECEIPTS - PENALTIES/INT DELIQ TAXES	23.96
RECEIPTS - NOW ACCOUNT	3.23
RECEIPTS - REAL PROPERTY TAX CURRENT	288,194.20
RECEIPTS - REAL PROP TAXES DELINQ.	175.67
RECEIPTS - PENALTIES/INT DELIQ TAXES	32.76
RECEIPTS - NOW ACCOUNT	4.53
RECEIPTS - REAL PROP TAXES DELINQ.	50.45
RECEIPTS - PENALTIES/INT DELIQ TAXES	26.08
RECEIPTS - FOOD/DRINK LICENSE FEES	3,506.25
RECEIPTS - HIV/AIDS CASE MANAGEMENT	40.00
RECEIPTS - NOW ACCOUNT	.42
RECEIPTS - NOW ACCOUNT	3.93
RECEIPTS - SC ROAD (SUPPLEMENT)	38,708.44
RECEIPTS - NOW ACCOUNT	497.07
RECEIPTS - NOW ACCOUNT	28.90
RECEIPTS - NOW ACCOUNT	17.56
RECEIPTS - RETIREES HEALTH INSURANCE	13,458.40
RECEIPTS - INSURANCE-FIXED COSTS	51,760.89
RECEIPTS - COBRA INSURANCE	2,123.13
RECEIPTS - INSURANCE-COUNTY	644,887.44
RECEIPTS - NOW ACCOUNT	713.92
RECEIPTS - NOW ACCOUNT	6.77
RECEIPTS - INMATE ENTERPRISE FEES	15,448.97
RECEIPTS - NOW ACCOUNT	7.25
RECEIPTS - NOW ACCOUNT	.21
RECEIPTS - NOW ACCOUNT	2.29
RECEIPTS - NOW ACCOUNT	7.34
RECEIPTS - NOW ACCOUNT	.15
RECEIPTS - NOW ACCOUNT	88.39
RECEIPTS - REAL PROP TAXES DELINQ.	.22
RECEIPTS - PENALTIES/INT DELIQ TAXES	.15
RECEIPTS - REAL PROPERTY TAX CURRENT	324,497.33
RECEIPTS - REAL PROP TAXES DELINQ.	124.81
RECEIPTS - PENALTIES/INT DELIQ TAXES	3.20
RECEIPTS - NOW ACCOUNT	5.19
RECEIPTS - GASOLINE TAX	41,732.83
RECEIPTS - SPECIAL FUEL TAX	76,242.22
RECEIPTS - NOW ACCOUNT	183.38
RECEIPTS - SKY WEST 7/10-12/10 CONTR	415,178.87
RECEIPTS - NOW ACCOUNT	162.07
RECEIPTS - HIDTA	61,305.45
RECEIPTS - FY12 CSBG SET-ASIDE	16,500.00
RECEIPTS - FY 13 DSP CLIENT FEES	1,825.00

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD OCTOBER 31, 2012 TO NOVEMBER 30, 2012 (PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - NOW ACCOUNT	501.69
RECEIPTS - NOW ACCOUNT	1.53
RECEIPTS - NOW ACCOUNT	6.21
RECEIPTS - NOW ACCOUNT	16.08
RECEIPTS - NOW ACCOUNT	3.77
RECEIPTS - NOW ACCOUNT	1.08
RECEIPTS - NOW ACCOUNT	.04
RECEIPTS - NOW ACCOUNT	18.16
RECEIPTS - NOW ACCOUNT	.58
RECEIPTS - NOW ACCOUNT	.00
RECEIPTS - NOW ACCOUNT	.13
RECEIPTS - LODGING TX (TRVL/TOURISM)	55,862.93
RECEIPTS - NOW ACCOUNT	14.11
RECEIPTS - CIRCUIT COURT FINES	87,334.38
RECEIPTS - OSHA FINES	1,673.00
RECEIPTS - NOW ACCOUNT	24.60
RECEIPTS - POST DELINQUENT TAXES	15.54
RECEIPTS - INTEREST POST DELINQ TAX	8.24
RECEIPTS - TA- CO WEED & PEST CNTRL	484,816.17
RECEIPTS - TA- CO WEED & PEST CNTRL	74.87
RECEIPTS - TA- CO WEED & PEST CNTRL	1.39
RECEIPTS - TA- CO WEED & PEST CNTRL	32.06
RECEIPTS - TA- CO WEED & PEST CNTRL	7.61
RECEIPTS - CURRENT TAXES	4,957,778.92
RECEIPTS - POST DELINQUENT TAXES	2,711.82
RECEIPTS - INTEREST ON CURRENT TAXES	14.59
RECEIPTS - INTEREST POST DELINQ TAX	426.60
RECEIPTS - NOW ACCOUNT	97.76
RECEIPTS - CURRENT TAXES	1,239,470.76
RECEIPTS - POST DELINQUENT TAXES	678.10
RECEIPTS - INTEREST ON CURRENT TAX	3.61
RECEIPTS - INTEREST POST DELINQ TAX	106.60
RECEIPTS - NOW ACCOUNT	.10
RECEIPTS - NOW ACCOUNT	.02
RECEIPTS - NOW ACCOUNT	24.79
RECEIPTS - NOW ACCOUNT	1.92
RECEIPTS - CURRENT TAXES	7,436,681.46
RECEIPTS - POST DELINQUENT TAXES	4,067.72
RECEIPTS - INTEREST ON CURRENT TAXES	21.99
RECEIPTS - INTEREST POST DELINQ TAX	639.93
RECEIPTS - NOW ACCOUNT	117.32
RECEIPTS - CURRENT TAXES	317,217.07
RECEIPTS - POST DELINQUENT TAXES	116.12
RECEIPTS - INTEREST ON CURRENT TAXES	18.73
RECEIPTS - INTEREST POST DELINQ TAX	30.23
RECEIPTS - NOW ACCOUNT	57.85
RECEIPTS - CURRENT TAXES	135,911.62
RECEIPTS - POST DELINQUENT TAXES	124.04
RECEIPTS - INTEREST ON CURRENT TAXES	4.39
RECEIPTS - INTEREST POST DELINQ TAX	36.36
RECEIPTS - NOW ACCOUNT	23.16
RECEIPTS - TA- CASTLE ROCK DISTRICT	1,093,586.41

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD OCTOBER 31, 2012 TO NOVEMBER 30, 2012
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - TA- CASTLE ROCK DISTRICT	172.06
RECEIPTS - TA- CASTLE ROCK DISTRICT	2.05
RECEIPTS - TA- CASTLE ROCK DISTRICT	80.01
RECEIPTS - TA- CASTLE ROCK DISTRICT	7.32
RECEIPTS - NOW ACCOUNT	14.19
RECEIPTS - POST DELINQUENT TAXES	3,526.11
RECEIPTS - INTEREST POST DELINQ TAX	33.59
RECEIPTS - NOW ACCOUNT	.46
RECEIPTS - CURRENT TAXES	729.42
RECEIPTS - INTEREST ON CURRENT TAXES	.01
RECEIPTS - NOW ACCOUNT	2.19
RECEIPTS - CURRENT TAXES	5,694.87
RECEIPTS - POST DELINQUENT TAXES	5.68
RECEIPTS - INTEREST ON CURRENT TAXES	.64
RECEIPTS - INTEREST POST DELINQ TAX	1.33
RECEIPTS - NOW ACCOUNT	2.30
RECEIPTS - CURRENT TAXES	237,363.02
RECEIPTS - NOW ACCOUNT	.11
RECEIPTS - CURRENT TAXES	720,102.48
RECEIPTS - POST DELINQUENT TAXES	76.40
RECEIPTS - INTEREST ON CURRENT TAXES	2.92
RECEIPTS - INTEREST POST DELINQ TAX	23.43
RECEIPTS - CURRENT TAXES	18,002,097.26
RECEIPTS - POST DELINQUENT TAXES	2,038.42
RECEIPTS - INTEREST ON CURRENT TAXES	74.81
RECEIPTS - INTEREST POST DELINQ TAX	713.06
RECEIPTS - NOW ACCOUNT	401.49
RECEIPTS - CURRENT TAXES	572,410.52
RECEIPTS - POST DELINQUENT TAXES	339.13
RECEIPTS - INTEREST ON CURRENT TAXES	1.71
RECEIPTS - INTEREST POST DELINQ TAX	53.23
RECEIPTS - NOW ACCOUNT	9.78
RECEIPTS - CURRENT TAXES	424,757.93
RECEIPTS - POST DELINQUENT TAXES	443.47
RECEIPTS - INTEREST ON CURRENT TAXES	.14
RECEIPTS - CURRENT TAXES	10,618,783.07
RECEIPTS - POST DELINQUENT TAXES	14,910.60
RECEIPTS - INTEREST ON CURRENT TAXES	16.91
RECEIPTS - INTEREST POST DELINQ TAX	1,953.35
RECEIPTS - NOW ACCOUNT	106.64
RECEIPTS - CURRENT TAXES	141,917.98
RECEIPTS - CURRENT TAXES	94,611.99
RECEIPTS - CURRENT TAXES	2,365,328.46
RECEIPTS - NOW ACCOUNT	.42
RECEIPTS - NOW ACCOUNT	1.69
RECEIPTS - POST DELINQUENT TAXES	322.06
RECEIPTS - INTEREST POST DELINQ TAX	159.40
RECEIPTS - NOW ACCOUNT	2.64
RECEIPTS - CURRENT TAXES	231,802.11
RECEIPTS - NOW ACCOUNT	.13
RECEIPTS - NOW ACCOUNT	.13
RECEIPTS - POST DELINQUENT TAXES	10.84

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD OCTOBER 31, 2012 TO NOVEMBER 30, 2012
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - INTEREST POST DELINQ TAX	6.99
RECEIPTS - NOW ACCOUNT	.55
RECEIPTS - NOW ACCOUNT	1.11
RECEIPTS - NOW ACCOUNT	13.78
RECEIPTS - MOBILE MACHINERY & EQUIPM	2,331.84
RECEIPTS - LEASED MOBILE EQUIPMENT	2,127.32
RECEIPTS - NOW ACCOUNT	856.72
RECEIPTS - COUNTY AUTO FEES	841,995.62
RECEIPTS - STATE AUTO FEES	125,925.90
RECEIPTS - SALES TAX (AUTO FEE FUND)	620,726.76
RECEIPTS - INTEREST ON SALES TAX	2,797.67
RECEIPTS - REDEMPTION FUND	19,382.89
RECEIPTS - TA- EDEN-FARSON FIRE	56,386.11
RECEIPTS - TA- EDEN-FARSON FIRE	.49
RECEIPTS - TA- EDEN-FARSON FIRE	.83
RECEIPTS - TA- JAMESTOWN FIRE	3,326.60
RECEIPTS - TA- JAMESTOWN FIRE	.02
RECEIPTS - TA- JAMESTOWN FIRE	.47
RECEIPTS - TA- JAMESTOWN RIO SEWER	5,006.12
RECEIPTS - TA- JAMESTOWN RIO SEWER	.06
RECEIPTS - TA- JAMESTOWN RIO SEWER	.97
RECEIPTS - TA- RELIANCE FIRE	2,450.02
RECEIPTS - TA- RELIANCE FIRE	10.11
RECEIPTS - TA- RELIANCE FIRE	2.67
RECEIPTS - TA- RELIANCE FIRE	.57
RECEIPTS - TA- TEN MILE WATER/SEWER	7,155.56
RECEIPTS - TA- TEN MILE WATER/SEWER	.92
RECEIPTS - TA- WHITE MOUNTAIN SEWER	34,282.45
RECEIPTS - TA- WHITE MOUNTAIN SEWER	39.91
RECEIPTS - TA- WHITE MOUNTAIN SEWER	.15
RECEIPTS - TA- WHITE MOUNTAIN SEWER	22.11
RECEIPTS - TA- WHITE MOUNTAIN SEWER	6.10
RECEIPTS - TA- EDEN VALLEY SLD WASTE	168,651.23
RECEIPTS - TA- EDEN VALLEY SLD WASTE	1.45
RECEIPTS - TA- EDEN VALLEY SLD WASTE	2.48
RECEIPTS - TA- SOLID WASTE DIST #1	639,260.62
RECEIPTS - TA- SOLID WASTE DIST #1	267.29
RECEIPTS - TA- SOLID WASTE DIST #1	5.96
RECEIPTS - TA- SOLID WASTE DIST #1	121.17
RECEIPTS - TA- SOLID WASTE DIST #1	23.04
RECEIPTS - TA- WEST SIDE SEWER/WATER	10,423.26
RECEIPTS - TA- WEST SIDE SEWER/WATER	37.00
RECEIPTS - TA- WEST SIDE SEWER/WATER	.16
RECEIPTS - TA- WEST SIDE SEWER/WATER	21.52
RECEIPTS - TA- WEST SIDE SEWER/WATER	2.28
RECEIPTS - TA- ABANDONED VEHICLE	10.63
RECEIPTS - TA- ABANDONED VEHICLE	3,170.00
RECEIPTS - TA- FOUNDATION FUND	14,873,347.94
RECEIPTS - TA- FOUNDATION FUND	8,135.32
RECEIPTS - TA- FOUNDATION FUND	44.04
RECEIPTS - TA- FOUNDATION FUND	1,279.94
RECEIPTS - TA- FOUNDATION FUND	234.65

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD OCTOBER 31, 2012 TO NOVEMBER 30, 2012 (PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - TA- GRAZING DISTRICT #3	.02	
RECEIPTS - TA- GRAZING DISTRICT #4	25.60	
RECEIPTS - TA- SD 1C BOCES	94,611.99	
RECEIPTS - TA- SD 1C BOCES	.01	
RECEIPTS - TA- EDEN VALLEY CEMETERY	59,392.79	
RECEIPTS - TA- EDEN VALLEY CEMETERY	.31	
RECEIPTS - TA- EDEN VALLEY CEMETERY	.87	
RECEIPTS - TA- AUTO REGISTRATION FEE	26.00	
RECEIPTS - TA- SOLID WASTE DIST #2	580,713.52	
RECEIPTS - TA- SOLID WASTE DIST #2	78.02	
RECEIPTS - TA- SOLID WASTE DIST #2	.09	
RECEIPTS - TA- SOLID WASTE DIST #2	25.61	
RECEIPTS - TA- SOLID WASTE DIST #2	5.89	
RECEIPTS - TA- REDEMPTION (INT CP)	3,474.84	
RECEIPTS - TA- FIRE DISTRICT #1	658,338.39	
RECEIPTS - TA- FIRE DISTRICT #1	314.70	
RECEIPTS - TA- FIRE DISTRICT #1	.24	
RECEIPTS - TA- FIRE DISTRICT #1	156.38	
RECEIPTS - TA- FIRE DISTRICT #1	5.64	
RECEIPTS - TA- SHERIFF'S EVIDENCE	.41	
RECEIPTS - TA- REGION V BOCES	220,490.97	
RECEIPTS - TA- REGION V BOCES	125.70	
RECEIPTS - TA- REGION V BOCES	.58	
RECEIPTS - TA- REGION V BOCES	20.55	
RECEIPTS - TA- REGION V BOCES	63.93	
RECEIPTS - TA- EDEN VALLEY IMP DIST	.69	
RECEIPTS - TA- WWCC SWEETWTR BOCES	278,868.49	
RECEIPTS - TA- WWCC SWEETWTR BOCES	116.09	
RECEIPTS - TA- WWCC SWEETWTR BOCES	.69	
RECEIPTS - TA- WWCC SWEETWTR BOCES	6.03	
RECEIPTS - TA- WWCC SWEETWTR BOCES	4.46	
RECEIPTS - TA- OVER/UNDER ACCOUNT	.11	
RECEIPTS - TA- EDEN VALLEY BOND/INT	169,213.44	
RECEIPTS - TA- EDEN VALLEY BOND/INT	1.46	
RECEIPTS - TA- EDEN VALLEY BOND/INT	7.42	
RECEIPTS - TA- EDEN VALLEY IMPR CNTR	100.09	
RECEIPTS - TA- CDC SPECIFIC PRP TX11	.13	
RECEIPTS - TA- CDC SPCF TAX OVERAGE	18,553.38-	
RECEIPTS - TA- CDC SPCF TAX OVERAGE	1,431.30	
RECEIPTS - TA- COMM JOINT POWERS	36.66	
RECEIPTS - TA- COMM JOINT POWERS	35,895.89	
RECEIPTS - TA- NORTH SW WATER/SEWER	6,570.74	
RECEIPTS - TA- NORTH SW WATER/SEWER	4.79	
DISBURSEMENTS - CASH ITEMS		90.00-
DISBURSEMENTS - COUNTY CLERK FEES		210.75-
DISBURSEMENTS - OVERPAYMENTS		71,339.57-
DISBURSEMENTS - VIN INSPECTION FEES		1,070.00-
DISBURSEMENTS - CASH IN BANK		880,932.48-
DISBURSEMENTS - CASH IN BANK		1,461,124.29-
DISBURSEMENTS - CASH IN BANK		118,265.54-
DISBURSEMENTS - CASH IN BANK		224,715.01-
DISBURSEMENTS - CASH IN BANK		316,831.29-

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD OCTOBER 31, 2012 TO NOVEMBER 30, 2012
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

DISBURSEMENTS - CASH IN BANK	995.28-
DISBURSEMENTS - C4- SC ROAD FUND	1,762.75-
DISBURSEMENTS - C3- SWEETWATER INSURANCE	103,003.99-
DISBURSEMENTS - INSURANCE CLAIMS	263,404.46-
DISBURSEMENTS - C4- JAIL OPERATION/MAINT	14,065.39-
DISBURSEMENTS - CASH IN BANK	2.82-
DISBURSEMENTS - CASH IN BANK	356,996.97-
DISBURSEMENTS - C4- CO ROAD FUND FUEL TAX	37,856.00-
DISBURSEMENTS - C5- AIRLINE SUBSIDY CONTR	731,033.00-
DISBURSEMENTS - C4- GRANTS	53,669.52-
DISBURSEMENTS - C4- CDC SPEC PRP RS BUILD	51,520.00-
DISBURSEMENTS - WARRANTS PAYABLE	3,484,060.25-
DISBURSEMENTS - TA- LIVESTOCK PRED ANIMAL	566.20-
DISBURSEMENTS - TA- LODGING TAX	120,011.87-
DISBURSEMENTS - NOW ACCOUNT	16.23-
DISBURSEMENTS - TA- FINES AND FORFEITURES	251,437.59-
DISBURSEMENTS - NOW ACCOUNT	27.08-
DISBURSEMENTS - TA- COUNTY HOSPITAL	.44-
DISBURSEMENTS - TA- CO WEED & PEST CNTRL	532,938.77-
DISBURSEMENTS - NOW ACCOUNT	1.29-
DISBURSEMENTS - TA- WESTERN WY CM COLLEGE	6,813,347.57-
DISBURSEMENTS - NOW ACCOUNT	16.63-
DISBURSEMENTS - TA- 6 MILL LEVY	8,175,995.66-
DISBURSEMENTS - NOW ACCOUNT	19.95-
DISBURSEMENTS - TA- CITY OF ROCK SPRINGS	564,443.59-
DISBURSEMENTS - NOW ACCOUNT	15.27-
DISBURSEMENTS - TA- CITY OF GREEN RIVER	228,897.45-
DISBURSEMENTS - NOW ACCOUNT	5.29-
DISBURSEMENTS - TA- CASTLE ROCK DISTRICT	1,153,498.55-
DISBURSEMENTS - NOW ACCOUNT	2.52-
DISBURSEMENTS - MOBILE MACHINERY & EQUIPM	893.66-
DISBURSEMENTS - TA- TOWN OF GRANGER	3,646.06-
DISBURSEMENTS - NOW ACCOUNT	.37-
DISBURSEMENTS - TA- TOWN OF WAMSUTTER	10,559.75-
DISBURSEMENTS - NOW ACCOUNT	.25-
DISBURSEMENTS - TA- TOWN OF BAIROIL	236,553.78-
DISBURSEMENTS - NOW ACCOUNT	.04-
DISBURSEMENTS - TA- SCHOOL DISTRICT #1	821,160.97-
DISBURSEMENTS - TA- SCHOOL DISTRICT #1	20,529,087.10-
DISBURSEMENTS - NOW ACCOUNT	63.09-
DISBURSEMENTS - TA- BOCES SWEETWATER CNTY	633,998.00-
DISBURSEMENTS - NOW ACCOUNT	1.66-
DISBURSEMENTS - TA- SCHOOL DISTRICT #2	447,085.74-
DISBURSEMENTS - TA- SCHOOL DISTRICT #2	11,171,157.74-
DISBURSEMENTS - NOW ACCOUNT	23.20-
DISBURSEMENTS - TA- SCHOOL DISTRICT 1-C	236,641.77-
DISBURSEMENTS - TA- SCHOOL DISTRICT 1-C	2,366,447.20-
DISBURSEMENTS - NOW ACCOUNT	.16-
DISBURSEMENTS - TA- SD #1-C BOND RED/INT	232,051.63-
DISBURSEMENTS - INT CERTIFICATES DEPOSIT	120.28-
DISBURSEMENTS - NOW ACCOUNT	103.55-
DISBURSEMENTS - AUTO FUND INTEREST	.15-

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD OCTOBER 31, 2012 TO NOVEMBER 30, 2012 (PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

DISBURSEMENTS - MOBILE MACHINERY & EQUIPM	3.03-
DISBURSEMENTS - COUNTY AUTO FEES	108.46-
DISBURSEMENTS - STATE AUTO FEES	125,925.90-
DISBURSEMENTS - SALES TAX (AUTO FEE FUND)	620,726.76-
DISBURSEMENTS - INTEREST ON SALES TAX	2,797.67-
DISBURSEMENTS - REDEMPTION FUND	19,382.89-
DISBURSEMENTS - TA- EDEN-FARSON FIRE	65,397.17-
DISBURSEMENTS - NOW ACCOUNT	.06-
DISBURSEMENTS - TA- JAMESTOWN FIRE	4,563.39-
DISBURSEMENTS - NOW ACCOUNT	.13-
DISBURSEMENTS - TA- JAMESTOWN RIO SEWER	7,485.91-
DISBURSEMENTS - NOW ACCOUNT	.33-
DISBURSEMENTS - TA- RELIANCE FIRE	4,653.00-
DISBURSEMENTS - NOW ACCOUNT	.09-
DISBURSEMENTS - TA- TEN MILE WATER/SEWER	10,860.17-
DISBURSEMENTS - NOW ACCOUNT	.16-
DISBURSEMENTS - TA- WHITE MOUNTAIN SEWER	54,261.42-
DISBURSEMENTS - NOW ACCOUNT	1.32-
DISBURSEMENTS - TA- EDEN VALLEY SLD WASTE	195,495.65-
DISBURSEMENTS - NOW ACCOUNT	.20-
DISBURSEMENTS - TA- SOLID WASTE DIST #1	766,397.02-
DISBURSEMENTS - NOW ACCOUNT	5.46-
DISBURSEMENTS - TA- WEST SIDE SEWER/WATER	26,219.94-
DISBURSEMENTS - NOW ACCOUNT	.23-
DISBURSEMENTS - COUNTY ABANDONED VEHICLE	866.00-
DISBURSEMENTS - TA- FOUNDATION FUND	16,351,977.53-
DISBURSEMENTS - NOW ACCOUNT	39.91-
DISBURSEMENTS - TA- SD 1C BOCES	94,656.71-
DISBURSEMENTS - TA- EDEN VALLEY CEMETERY	68,872.34-
DISBURSEMENTS - NOW ACCOUNT	.07-
DISBURSEMENTS - ORGAN DONOR MONEY	26.00-
DISBURSEMENTS - TA- SOLID WASTE DIST #2	628,089.87-
DISBURSEMENTS - NOW ACCOUNT	.19-
DISBURSEMENTS - REDEMPTION (INTEREST CP)	3,474.84-
DISBURSEMENTS - TA- FIRE DISTRICT #1	716,968.02-
DISBURSEMENTS - NOW ACCOUNT	.83-
DISBURSEMENTS - TA- WCC SWEETWTR BOCES	306,811.97-
DISBURSEMENTS - NOW ACCOUNT	.74-
DISBURSEMENTS - UNCLAIMED PROPERTY	5.00-
DISBURSEMENTS - GEN CO-OVER/UNDER ACCOUNT	12.91-
DISBURSEMENTS - NOW ACCOUNT	116.53-
DISBURSEMENTS - TA- COMM JOINT POWERS	225,913.79-
LEDGER CASH BALANCE NOVEMBER 30, 2012	55,376,621.13
TOTAL	138,382,528.20 138,382,528.20

=====

Robert D. Slayton
Sweetwater Co Treasurer

TRIAL BALANCE OF THE ACCOUNTS OF ROBB SLAUGHTER, COUNTY TREASURER
 WITHIN AND FOR THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, SHOWING
 THE CONDITIONS OF SAID ACCOUNTS AT THE CLOSE OF BUSINESS ON
 DECEMBER 03, 2012:

NAME OF ACCOUNTS

C1- GENERAL FUND	10,925,900.23
C2- CAPT REPLACEMENT-G CO	8,352,189.00
C2- ECONOMIC DEV INFRSTR	111,162.00
C2- FY 2011 RESERVES	6,672,589.00
C2- FY11 CASH C/OVER RES	2,722,798.00
C2- GEN CO CASH CARRYOVER	3,000,000.00
C2- GEN CO-CASH RESERVE	350,000.00
C3- INSURANCE-CASH RESRV	1,650,000.00
C3- SWEETWATER INSURANCE	5,326,190.32
C4- CDC SPEC PRP RS BUILD	1,912,552.11
C4- CO ROAD FUND FUEL TAX	796,309.74
C4- GRANTS	29,254.08
C4- JAIL OPERATION/MAINT	804,193.81
C4- SC ROAD FUND	2,050,306.09
C4- SC ROAD REIMBURSEMENT	68,888.19
C5- AIRLINE SUBSIDY CONTR	385,392.55
C5- DRUG ENFRMNT/INTERDCT	13,206.75
C5- IMPACT TX-GEN CO 2002	26,576.09
C5- IMPACT TX-GEN CO 2010	15,410.64
C5- INMATE ENTERPRISE	1,640.37
C5- SHERIFF HOUSING DEPST	616.88
C6- COUNTY HEALTH FUND	3,785.74
C6- COUNTY LIBRARY	15,818.83
C6- COUNTY MUSEUM	1,282.05
C6- COUNTY RECREATION	2,433.90
C6- ENHANCED 911 SYSTEM	113,344.19
C6- EVENTS COMPLEX	9,541.27
C6- MEMORIAL HOSPITAL CO	.00
C6- MEMORIAL HOSPITAL MAINT	3,861.32
C6- MENTAL HEALTH	3,431.11
SD- AREA THIRTY3 ESTATES	28,780.31
SD- BOARS TUSK SUBDVN	43.79
SD- DAKOTA ESTATES SUBD	9,015.97
SD- FOOTHILLS PHASE II	848.09
SD- SUBDIVISION(MENDICOA)	28,427.23
TA- ABANDONED VEHICLE	45,266.61
TA- AUTO REGISTRATION FEE	.00
TA- BANKRUPTCY ACCOUNTS	2,275.56
TA- BOCES SWEETWATER CNTY	7,367.05
TA- CASTLE ROCK BOND R/I	55,640.89
TA- CASTLE ROCK DISTRICT	7,886.15
TA- CDC SPCF TAX OVERAGE	5,594,745.33
TA- CDC SPECIFIC PRP TX11	529.33
TA- CITY OF GREEN RIVER	15,019.19
TA- CITY OF ROCK SPRINGS	55,823.65
TA- CO HOSPITAL BOND INT	7,538.31
TA- CO HOSPITAL BOND RDMT	97,235.59
TA- CO WEED & PEST CNTRL	5,768.87
TA- COMM JOINT POWERS	1,131.16
TA- COUNTY AUTO TAX	1,784,791.16

TRIAL BALANCE OF THE ACCOUNTS OF ROBB SLAUGHTER, COUNTY TREASURER
 WITHIN AND FOR THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, SHOWING
 THE CONDITIONS OF SAID ACCOUNTS AT THE CLOSE OF BUSINESS ON
 DECEMBER 03, 2012:

NAME OF ACCOUNTS

TA- COUNTY HOSPITAL	.00
TA- COUNTY-CITY AIRPORT	193.20-
TA- EDEN VALLEY BOND/INT	220,763.85
TA- EDEN VALLEY CEMETERY	533.78
TA- EDEN VALLEY IMP DIST	2,728.58
TA- EDEN VALLEY IMPR CNTR	374,676.07
TA- EDEN VALLEY SLD WASTE	1,597.63
TA- EDEN-FARSON FIRE	534.30
TA- ENERGETICS OPERATNG	71,237.48
TA- ESCROW-FMC	4,242.05
TA- ESCROW-PELICAN DOME	14,809.16
TA- FINES AND FORFEITURES	1,697.60
TA- FIRE DISTRICT #1	10,312.61
TA- FOUNDATION FUND	176,940.37
TA- GRAZING DISTRICT #3	111.06
TA- GRAZING DISTRICT #4	100,382.36
TA- INTEREST NOW ACCOUNT	.00
TA- JAMESTOWN FIRE	337.14
TA- JAMESTOWN RIO SEWER	178.81
TA- LIVESTOCK PRED ANIMAL	.13
TA- LODGING TAX	14.11
TA- MOBILE MACHINERY/EQP	10,126.91
TA- NORTH SW WATER/SEWER	36,318.04
TA- OVER/UNDER ACCOUNT	428.07
TA- PROTEST-MERIT ENERGY	24,380.19
TA- PROTST ANADARKO 4/392	163.01
TA- REDEMPTION (INT CP)	377.36
TA- REDEMPTION CP (TAX/FEE)	1,117.52
TA- REGION V BOCES	496,728.54
TA- RELIANCE FIRE	242.40
TA- SCHOOL DISTRICT #1	302,909.04
TA- SCHOOL DISTRICT #2	80,160.64
TA- SCHOOL DISTRICT 1-C	303.67
TA- SD #1 BOND INTEREST	516.82
TA- SD #1 BOND REDEMPTION	6,656.39
TA- SD #1-C BOND RED/INT	27.17
TA- SD #2 BOND INTEREST	2,185.62
TA- SD #2 BOND REDEMPTION	10,933.24
TA- SD 1C BOCES	11.03
TA- SHERIFF'S EVIDENCE	1,646.71
TA- SOLID WASTE DIST #1	25,806.08
TA- SOLID WASTE DIST #2	791.88
TA- STATE SALES/AUTO FEES	.00
TA- TAX PROTEST- NARCO	6,029.29
TA- TEN MILE WATER/SEWER	1,537.42
TA- TOWN OF BAIROIL	80.27
TA- TOWN OF GRANGER	910.60
TA- TOWN OF SUPERIOR	11,460.15
TA- TOWN OF WAMSUTTER	1,061.95
TA- TRANSPORTABLE HOMES	4,377.05

TRIAL BALANCE OF THE ACCOUNTS OF ROBB SLAUGHTER, COUNTY TREASURER
 WITHIN AND FOR THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, SHOWING
 THE CONDITIONS OF SAID ACCOUNTS AT THE CLOSE OF BUSINESS ON
 DECEMBER 03, 2012:

NAME OF ACCOUNTS

TA- UNCLAIMED PROPERTY	283.25
TA- WEST SIDE SEWER/WATER	4,303.22
TA- WESTERN WY CM COLLEGE	73,724.90
TA- WHITE MOUNTAIN SEWER	8,575.35
TA- WWCC BOND INTEREST	114.74
TA- WWCC BOND REDEMPTION	431.03
TA- WWCC SWEETWTR BOCES	3,316.49
TA- 6 MILL LEVY	88,470.40
TA-QEP/QUESTAR NOV12 397	72,402.30

TOTAL

55,376,621.13

Robert D Slaughter
 Sweetwater Co Treasurer

	DATE	AMOUNT
EAL	12/5/2012	353.80
EAL	12/7/2012	18,792.16
EAL	12/14/2012	98,553.63
EAL	12/18/2012	405,789.76
EAL	12/12/2012	13,483.07
EAL		
TOTAL AMOUNT		\$536,972.42

Vouchers in the above amount are hereby approved and ordered paid this date of 12/18/2012

Payroll Net

Payroll Checks :

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

County Clerk

Reid O. West, Member

County Warrants Cancelled
per Wyoming State Statute 18-4-106

<u>Warrant #</u>	<u>Payee</u>	<u>Amount</u>	<u>Date Issued</u>
41569	Sean Freeman	\$30.00	4-14-11
42757	Blount Fencing	\$1,350.00	6-21-11
45199	Harold Arellano	\$30.00	11-1-11
		Total: \$1,410.00	

County Warrants in the above amount are hereby cancelled this date of 12-18-12

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

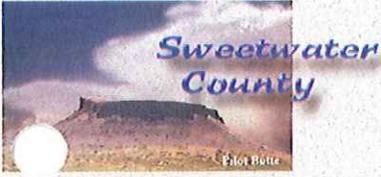
John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk



OFFICE OF THE COUNTY TREASURER

Robb Slaughter

Treasurer

Email: swcotresrobb@yahoo.com

12/3/2012

Sue Sanchez

Chief Deputy

Email: sanchezs@sweet.wy.us

80 W Flaming Gorge Way Suite 139
Green River WY 82935

GR Phone: 307-872-3720

RS Phone: 307-922-5402

Fax: 307-872-3998

To: Board of Sweetwater County Commissioners
From: Robb Slaughter, Sweetwater County Treasurer

Listed below are the county warrants cancelled per Wyoming State Statute 18-4-106.

Warrant #	Payee	Amount	Date Issued
41569	Sean Freeman	30.00	4/14/2011
42757	Blount Fencing	1,350.00	6/21/2011
45199	Harold Arellano	30.00	11/1/2011
Total		1,410.00	

Resolution 12-12-CC-04

A RESOLUTION TO MOVE THE
SWEETWATER COUNTY COMMISSIONERS
FIRST MEETING IN JANUARY, 2013

WHEREAS, Wyo. Stat. Ann. §18-3-502 permits the Sweetwater County Board of County Commissioners to change the time of its regular meeting in the month to another time as designated by resolution.

WHEREAS, the Sweetwater County Board of County Commissioners has decided, due to the New Year's Holiday, that the first meeting in January, be moved to January 3, 2013.

NOW THEREFORE BE IT RESOLVED, that the first January 2013's meeting of the Sweetwater County Board of County Commissioners, shall be moved to January 3, 2013.

Dated at Green River, Wyoming this 18th day of December, 2012.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

ATTEST:

Reid O. West, Member

Steven Dale Davis, County Clerk

Don Van Matre, Member

Sweetwater County Board Appointments

Events Complex (Fair Board)

5 Year Term

1 Vacancy

Current Member(s) Eligible for Reappointment

Michael Kent McCann

Yes	No

New Applicant(s)- based on new and prior applications on file as we keep on file for 2 years

Brenda Douglas

Richard Franich

Sandy Knezovich

Sherry Moreno

Yes	No

Received late applications:

12-14-12- Carol Fritzler

12-17-12- Jerry Graebert

Yes	No

RECEIVED

DEC 07 2012

SWEETWATER COUNTY
COMMISSIONER'S OFFICE

Application For Appointment To A County Board

Message From the County Commissioners: The Sweetwater County Board of County Commissioners believes that all citizens have the right to participate in making Sweetwater County a better place. By being appointed to County Boards, citizens are able to make valuable decisions that positively impact the quality of life in Sweetwater County. The County Commissioners may make appointments at any time. By submitting this application you are expressing your interest in being part of the solutions for Sweetwater County. Your application will remain active for two (2) years. Below is a list of County Boards appointed by the Commission. Please indicate in which board you are interested in serving. All board positions are unpaid, volunteer positions.

I wish to volunteer to serve on the following County Board (s) (Select two (2) only):

Joint Powers Boards

- Airport Board
- Upper Green River Joint Powers Water Board
- Joint Powers Water Board

District Boards

- Solid Waste Disposal District No. 1 (Rock Springs)
- Eden Valley Solid Waste Disposal District
- Solid Waste Disposal District No. 2 (Bairoil-Wamsutter)
- District Board of Health

Other County Appointed Boards

- Planning and Zoning Commission
- Sweetwater Transit Authority Resources (STAR)
- Community Fine Arts Center

County Agency Boards

- Events Complex (Fair Board)
- Library Board
- Museum Board
- Memorial Hospital Board
- Parks and Recreation Board
- Mental Health Board (Southwest Counseling)
- Other _____
- Other _____

- Joint Travel and Tourism Board
- Predatory Animal Board
- Miners Hospital Board

The specific skills, knowledge and experience I bring to this Board are:
After serving my first full term on the Sweetwater Events Complex Board I am requesting reappointment for a second term starting January 2013. I am an active member within the local business community; participate in various equestrian activities and our local and state 4-H programs. I believe the Events Complex is an important and integral part of the recreational assets of Sweetwater County. My reappointment to another full term would be greatly appreciated.

- I am willing to attend any required orientation and training sessions. YES NO
- I have a family member (s) working in this organization. YES NO
- I am willing to sign the Conflict of Interest Disclosure Statement YES NO
- I understand this is a volunteer role, with no salary or other considerations. YES NO

APPLICANT CONTACT INFORMATION

Name: Michael Kent McCann

Address: 530 Hoskins, Rock Springs

Phone: 307-382-4320

E-mail: Kent_mccann@msn.com

APPLICANT SIGNATURE:

Michael Kent McCann

Please Return Application To:
 Sally Shoemaker, Clerk
 80 West Flaming Gorge Way, Suite 109
 Green River, WY 82935
 Phone: 307-872-3897 or fax 307-872-3992
 E-mail: shoemakers@sweet.wy.us

SWEETWATER COUNTY

Application For Appointment To A County Board

- * Professional
- * Resourceful
- * Innovative
- * Dedicated
- * Efficient

I wish to volunteer to serve on the following County Board (s) (Select two (2) only):

Joint Powers Boards

- Airport Board
- Upper Green River Joint Powers Water Board
- Joint Powers Water Board

District Boards

- Solid Waste Disposl District No. 1 (Rock Springs)
- Eden Valley Solid Waste Disposal District
- Solid Waste Disposal District No. 2 (Balroll-Wamsutter)
- District Board of Health

County Agency Boards

- Events Complex (Fair Board) - please consider me
- Library Board
- Museum Board
- Memorial Hospital Board
- Recreation Board
- Mental Health Board (Southwest Counseling)
- Other _____
- Other _____

Other County Appointed Boards

- Planning and Zoning Commission
- Sweetwater Transit Authority Resources (STAR)
- Community Fine Arts Center
- Joint Travel and Tourism Board
- Predatory Animal Board
- Miners Hospital Board

The specific skills, knowledge and experience I bring to this Board are: I Love children, have been thru the 4-6 program for 9 yrs as a child, 4-6 horse leader, beef leader, community leader for 25 yrs. in m^s Kingon. We have a large

- I am willing to attend any required orientation and training sessions. club of close friends to be heard. YES NO
- I have a family member (s) working in this organization. my father was on fairboard YES NO
- I am willing to sign the Conflict of Interest Disclosure Statement. as well for many years YES NO
- I understand this is a volunteer role, with no salary or other considerations. YES NO

APPLICANT CONTACT INFORMATION

Name: Brenda Douglas Brenda Douglas Date: 6-22-14
 Address: HC 65 Box 75-2
 Phone: MCKinNON, WY 82938
307-747-1612
 E-mail: lg243v@yahoo.com

Please Return Application To:
 Dale Davls, Sweetwater County Clerk
 80 West Flaming Gorge Way, Suite 150
 Green River, WY 82935
 Fax: 307-872-3994
 E-mail: davlsd@sweet.wy.us

Message From the County Commissioners: The Sweetwater County Board of County Commissioners believes that all citizens have the right to participate in making Sweetwater County a better place. By being appointed to County Boards, citizens are able to make valuable decisions that positively impact the quality of life in Sweetwater County. The County Commissioners may make appointments at any time. By submitting this application you are expressing your interest in being part of the solutions for Sweetwater County. Your application will remain active for two (2) years. Below is a list of County Boards appointed by the Commission. Please indicate in which board you are interested in serving. All board positions are unpaid, volunteer positions.

RECEIVED

JAN 31 2012

SWEETWATER COUNTY
COMMISSIONER'S OFFICE

Application For Appointment To A County Board

Message From the County Commissioners: The Sweetwater County Board of County Commissioners believes that all citizens have the right to participate in making Sweetwater County a better place. By being appointed to County Boards, citizens are able to make valuable decisions that positively impact the quality of life in Sweetwater County. The County Commissioners may make appointments at any time. By submitting this application you are expressing your interest in being part of the solutions for Sweetwater County. Your application will remain active for two (2) years. Below is a list of County Boards appointed by the Commission. Please indicate in which board you are interested in serving. All board positions are unpaid, volunteer positions.

I wish to volunteer to serve on the following County Board (s) (Select two (2) only):

Joint Powers Boards

- Airport Board
- Upper Green River Joint Powers Water Board
- Joint Powers Water Board

County Agency Boards

- Events Complex (Fair Board)
- Library Board
- Museum Board
- Memorial Hospital Board
- Parks and Recreation Board
- Mental Health Board (Southwest Counseling)
- Other _____
- Other _____

District Boards

- Solid Waste Disposal District No. 1 (Rock Springs)
- Eden Valley Solid Waste Disposal District
- Solid Waste Disposal District No. 2 (Bairoil-Wamsutter)
- District Board of Health

Other County Appointed Boards

- Planning and Zoning Commission
- Sweetwater Transit Authority Resources (STAR)
- Community Fine Arts Center
- Joint Travel and Tourism Board
- Predatory Animal Board
- Miners Hospital Board

The specific skills, knowledge and experience I bring to this Board are: OWNER OF R&D SWEEPING WE HAVE BEEN IN BUSINESS FOR 19 YEARS IN SWEETWATER COUNTY

- I am willing to attend any required orientation and training sessions. YES NO
- I have a family member (s) working in this organization. YES NO
- I am willing to sign the Conflict of Interest Disclosure Statement YES NO
- I understand this is a volunteer role, with no salary or other considerations. YES NO

APPLICANT CONTACT INFORMATION

Name: Richard Franich

Address: 393 Pyramid Dr RSwy8290

Phone: 307-389-7791

E-mail: _____

APPLICANT SIGNATURE:

Richard Franich

Please Return Application To:
Sally Shoemaker, Clerk
80 West Flaming Gorge Way, Suite 109
Green River, WY 82935
Phone: 307-872-3897 or fax 307-872-3992
E-mail: shoemakers@sweet.wy.us

Application For Appointment To A County Board

Message From the County Commissioners: The Sweetwater County Board of County Commissioners believes that all citizens have the right to participate in making Sweetwater County a better place. By being appointed to County Boards, citizens are able to make valuable decisions that positively impact the quality of life in Sweetwater County. The County Commissioners may make appointments at any time. By submitting this application you are expressing your interest in being part of the solutions for Sweetwater County. Your application will remain active for two (2) years. Below is a list of County Boards appointed by the Commission. Please indicate in which board you are interested in serving. All board positions are unpaid, volunteer positions.

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- Planning and Zoning Commission
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- Predatory Animal Board
- Miners Hospital Board

The specific skills, knowledge and experience I bring to this Board are: I work for Wyo. Services for Independent Living and part of my job is helping people with transportation barriers, and helping get them back into the community. Also always been highly interested in the Events Complex and my community, and would love to learn & assist.

- I am willing to attend any required orientation and training sessions. YES NO
- I have a family member (s) working in this organization. YES NO
- I am willing to sign the Conflict of Interest Disclosure Statement YES NO
- I understand this is a volunteer role, with no salary or other considerations. YES NO

APPLICANT CONTACT INFORMATION

Name: Sandy Knezovich

Address: 1804 Elk St Sp. 156

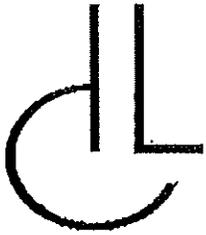
Phone: (307) 389-0847 OR

E-mail: SamKnez404@gmail.com / SandyKe

APPLICANT SIGNATURE:

Sandy Knezovich

Please Return Application To:
 Sally Shoemaker, Clerk
 80 West Flaming Gorge Way, Suite 109
 Green River, WY 82935
 Phone: 307-872-3897 or fax 307-872-3992
 E-mail: shoemakers@sweet.wy.us



Wyoming Services for Independent Living

PO Box 1791, 1471 Dewar Dr, Ste, 104
Rock Springs, WY 82901
Phone: 307-362-4159/Fax: 307-362-1610

FAX

TO: Sally Shoemaker

**FROM: Sandy Knezovich – 1-307-362-4159 Fax-1-307-362-1610
WSIL, PO Box 1791, Rock Springs, WY 82901**

DATE: 5-30-2012

PAGES: 2

FAX NUMBER: 307-872-3992

RECEIVED

MAY 30 2012

SWEETWATER COUNTY
COMMISSIONER'S OFFICE

MESSAGE:

Hi Sally,

Judy from the Star Bus just approached me concerning being on the board for the Sweetwater Transit. I would like to apply for both the Star Bus and the Events Complex. I hope that you will take my application into consideration. Thank you so much.

Sandy Knezovich

"The documents accompanying this transmission contain confidential health information that is legally privileged. This information is intended only for the use of the individual or entity named above. The authorized recipient of this information is prohibited from disclosing this information to any other party unless required to do so by law or regulation and is required to destroy the information after its stated need has been fulfilled.

If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or action taken in reliance on the contents of these documents is strictly prohibited.

If you have received this information in error, please notify the sender immediately and arrange for the return or destruction of these documents."

**WSIL
PO Box 1791
Rock Springs Wy 82902
307-362-4159
Fax 307-362-1610**

WSIL 09/08

Office # 5

WSIL

for and by people with disabilities

WSIL

Application For Appointment To A County Board

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Other County Appointed Boards

- Planning and Zoning Commission
- Sweetwater Transit Authority Resources (STAR)
- Community Fine Arts Center
- Joint Travel and Tourism Board
- Predatory Animal Board
- Miners Hospital Board

The specific skills, knowledge and experience I bring to this Board are: I work with Wyoming Services for Independent Living and part of my job is to find ways to keep people with disabilities active in their community. I have lived here for over 30 years and have been highly interested in the Events Complex and my community and would like to be able to learn and assist in my community.

- I am willing to attend any required orientation and training sessions. YES NO
- I have a family member (s) working in this organization. YES NO
- I am willing to sign the Conflict of Interest Disclosure Statement YES NO
- I understand this is a volunteer role, with no salary or other considerations. YES NO

APPLICANT CONTACT INFORMATION

Name: Sherry Moreno

Address: 3455 Taft Way

Phone: 307-389-8489

E-mail: Tazmoreno63@yahoo.com

APPLICANT SIGNATURE:

Sherry Moreno

Please Return Application To:
 Sally Shoemaker, Clerk
 80 West Flaming Gorge Way, Suite 109
 Green River, WY 82935
 Phone: 307-872-3897 or fax 307-872-3992
 E-mail: shoemakers@sweet.wy.us

RECEIVED

DEC 17 2012

SWEETWATER COUNTY COMMISSIONER'S OFFICE

Application For Appointment To A County Board

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- Other _____
- Other _____

The specific skills, knowledge and experience I bring to this Board are: _____

Board of Director - Treasurer 4 yrs Sweetwater County
Fire DIST #11, Firemen, medic for 20 yrs

- I am willing to attend any required orientation and training sessions. YES NO
- I have a family member (s) working in this organization. YES NO
- I am willing to sign the Conflict of Interest Disclosure Statement YES NO
- I understand this is a volunteer role, with no salary or other considerations. YES NO

APPLICANT CONTACT INFORMATION

Name: Jerry A Graeber

Address: 539 Garnett Ok. R.S

Phone: 307 350 7750

E-mail: _____

APPLICANT SIGNATURE:

Jerry A Graeber

Please Return Application To:
 Sally Shoemaker, Clerk
 80 West Flaming Gorge Way, Suite 109
 Green River, WY 82935
 Phone: 307-872-3897 or fax 307-872-3992
 E-mail: shoemakers@sweet.wy.us

RECEIVED

DEC 14 2012

SWEETWATER COUNTY COMMISSIONER'S OFFICE

Application For Appointment To A County Board

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Other
Other

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Community Fine Arts Center
Joint Travel and Tourism Board
Predatory Animal Board
Miners Hospital Board

The specific skills, knowledge and experience I bring to this Board are:

I have been a resident of Sweetwater County all my life. I have knowledge of bookkeeping and financials. I have knowledge of horses, etc.

- I am willing to attend any required orientation and training sessions. YES NO
I have a family member (s) working in this organization. YES NO
I am willing to sign the Conflict of Interest Disclosure Statement YES NO
I understand this is a volunteer role, with no salary or other considerations. YES NO

APPLICANT CONTACT INFORMATION

Name: Carol Fritzler
Address: 110 mesa Dr.
City, State: Rock Springs, WY 82901
Phone: 307-389-4004 or 362-5962
E-mail: mrmikel@msn.com

APPLICANT SIGNATURE:

Carol Fritzler Date: Dec 9-12

Please Return Application To:
Sally Shoemaker, Clerk
80 West Flaming Gorge Way, Suite 109
Green River, WY 82935
Phone: 307-872-3897 or fax 307-872-3992
E-mail: shoemakers@sweet.wy.us

SWEETWATER C·O·U·N·T·Y

December 12, 2012

Wally J. Johnson, Chairman
Board of County Commissioners
80 West Flaming Gorge Way
Green River, WY 82935

Mr. Chairman,

Dale Newland sits on the Planning and Zoning Commission as a representative of the Farson-Eden area.

Since the beginning of 2012, Dale's participation in the decisions that shape the future of the County has been waning. The Commission understands that lives are busy, but Dale has missed 6 meetings this year and the last 3 regularly scheduled meetings without notice.

The bylaws of the Planning and Zoning Commission state, "The Planning and Zoning Commission shall notify and provide a recommendation to the Sweetwater County Board of County Commissioners when any member misses three consecutive regularly scheduled meetings without valid reason."

At this time, the Commission recommends that Dale Newland be left on the Commission to serve the remainder of his term, which expires on June 30, 2013. Mr. Newland has requested to remain on the Commission and understands that we will not tolerate any more unexcused absences. Should Mr. Newland miss another meeting, we will request that he be immediately replaced.

We appreciate Mr. Newland's service, but our Commission cannot function properly unless all voices are heard.

Sincerely,



James Reinard, Chairman
Sweetwater County Planning and Zoning Commission

RESOLUTION NO. 12-12-CC-03

A RESOLUTION CREATING AN AMBULANCE SERVICE BOARD, AND AUTHORIZING SAID BOARD TO REVIEW THE PERFORMANCE OF SWEETWATER MEDICS MEDICAL SERVICES REGARDING ITS AGREEMENT WITH SWEETWATER COUNTY, AND TO FURTHER PROVIDE RECOMMENDATIONS TO IMPROVE THE AMBULANCE SERVICE IN ROCK SPRINGS AND THE SURROUNDING AREA

WHEREAS, on June 18, 2012, the Sweetwater County Commission contracted with Sweetwater Medics Medical Services, hereafter Sweetwater Medics, for it to perform various ambulance services within its area of operation in Sweetwater County; and

WHEREAS, paragraph 13, of said contract authorizes Sweetwater County to create a committee to review the performance of Sweetwater Medics' obligations pursuant to said contract; and

WHEREAS, Sweetwater County and its citizenry would benefit from an efficient and competent ambulance service; and

WHEREAS, the Sweetwater County Commission finds that an Ambulance Service Board would benefit the Sweetwater County Commission in its efforts to provide efficient and competent ambulance service within the entire service area for Sweetwater Medics; and

WHEREAS, the membership on the Ambulance Service Board shall be comprised of officials who have expertise in emergency medicine or emergency services, or both, to specifically include supervising personnel in the fire and police departments in Sweetwater County; and

WHEREAS, the Ambulance Service Board may review and consult with any informational sources to assist it in advising the Sweetwater County Commission, including the document entitled, "EMS Structured for Quality: Best Practices in Designing, Managing and Contracting for Emergency Ambulance Service" by the American Ambulance Association;

NOW THEREFORE, an Ambulance Service Board is hereby created. Said Board shall be comprised of at least five residents of Sweetwater County with expertise in emergency services and/or emergency medicine, and any supervisory personnel in the local police or fire departments who have agreed to serve on said Board.

Dated this ____ day of December, 2012

BOARD OF COUNTY COMMISSIONERS

SWEETWATER

C·O·U·N·T·Y

- WALLY J. JOHNSON, CHAIRMAN
- JOHN K. KOLB, COMMISSIONER
- GARY BAILIFF, COMMISSIONER
- REID WEST, COMMISSIONER
- DON VAN MATRE, COMMISSIONER

80 WEST FLAMING GORGE WAY, SUITE 109 -
GREEN RIVER, WY 82935
PH: (307) 872-3890 - FAX - (307) 872-3992

December 19, 2012

Dear

The Sweetwater Board of County Commissioners (BOCC) would appreciate you, or a representative of your agency, to serve on a newly formed Ambulance Service Board – Rock Springs Area.

Ambulance service in the Rock Springs area has been provided by private ambulance companies for many years (see map attached). It has at times been heavily subsidized by the county. A few years ago the county started weaning itself from providing any subsidy. When a subsidy was provided, there was a contract between the county and the provider, and when no subsidy was provided, no contract existed. Vase Ambulance provided service for many years, then a few years ago Sweetwater Medics began, and then Rock Springs Regional Ambulance began. At about the same time Regional started, Vase Ambulance went out of business.

In the fall of 2011, Medics approached the BOCC asking for a county subsidy. Nothing had been budgeted and Regional was not asking for a subsidy, so the BOCC felt, among other things, that the free market should determine whether non-subsidized ambulance service was viable. Soon thereafter, Regional closed their doors.

In the spring of 2012, Medics again approached the BOCC asking for a subsidy, noting that without said subsidy, they may not be able to continue providing emergency ambulance service. Their claim was that their bad debt was excessive, and Insurance, Medicare, and Medicaid re-imburement was too low, even though they now had 100% of the Memorial Hospital of Sweetwater County (MHSC) transfers to other facilities; a lucrative piece of ambulance service. Having no ambulance service was obviously unacceptable. The BOCC agreed to subsidize Medics for April, May, and June of Fiscal Year 2012, while the BOCC investigated what their actual costs were, what represented a fair subsidy, if any, and what we could agree to in new contract language. Ultimately a new two year contract and subsidy was agreed to beginning July 1, 2012 (contract attached).

During this contract negotiation, it soon became clear to us that the BOCC should have either a strong working knowledge of Emergency Medical Services (EMS) including ambulance service, or a Board of educated and experienced individuals who can counsel the BOCC on said service. With Commissioners of varying backgrounds, and ever changing members, it seems self evident that we should create such a board, and thus our request for your participation. We believe the following participants, or their designee, makes sense:

- Rock Springs Fire Chief
- Rock Springs Police Chief
- Sweetwater County Sheriff
- Sweetwater County Fire District # 1 Chief
- Memorial Hospital of Sweetwater County Chief Executive Office
- Wyoming Highway Patrol Captain for Rock Springs Area



BOARD OF COUNTY COMMISSIONERS

SWEETWATER
C·O·U·N·T·Y

- **WALLY J. JOHNSON, CHAIRMAN**
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- **DON VAN MATRE, COMMISSIONER**

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PH: (307) 872-3890 - FAX - (307) 872-3992

- At Large Member of the Community with EMS background (will advertise)

We would also like to see a non-voting liaison from the BOCC and the Rock Springs Mayor/City Council.

During our contract negotiations, we met with representatives of varying offices within the county and city government, MHSC and Andy Gienapp, Administrator of Emergency Medical Services for the Wyoming Department of Health. One of the questions we had was framing the work of this new board so that everyone knew what was being asked of them. Mr. Gienapp suggested the "Bible" for EMS is the "EMS AAA Guidebook of 2008", which discusses best Practices in Designing, Managing, and Contracting for Emergency Ambulance Service. Within this guidebook (attached), there are five (5) Hallmarks to ensure high-performance emergency ambulance service:

- Hallmark 1 – Hold the Emergency Ambulance Service Accountable
- Hallmark 2 – Establish an Independent Oversight Entity
- Hallmark 3 – Account for All Service Costs
- Hallmark 4 – Require System Features That Ensure Economic Efficiency
- Hallmark 5 – Ensure Long-Term High Performance Service

Obviously your meetings would/should include Sweetwater Medics representatives. We are not unhappy with Medics, we just realize more needs to be done to ensure the best possible ambulance service is being provided, and in the most economically viable way. In addition to your overall oversight of Medics, we will look to you for guidance in this regard. It is our understanding that Medics views this new board in a positive light, as they too desire to be the best at their business.

We would like your first meeting to be in January 2013, and imagine initially this will require monthly meetings. Thereafter, it is your decision whether you need to meet monthly or not, but we would ask that you meet at least quarterly. Since our existing contract will end in June 2014, we ask of you to prepare the RFP for contracts beyond that time. An RFP may take a year to prepare, bid, and have ready for transition, if any. Please advise if you need to rely on county legal and clerical services.

As a side-note, we need to discuss MHSC transfers. Our contract with Medics has nothing to do with MHSC transfers, as it only applies to emergency ambulance service. MHSC and Medics have their own relationship, and we cannot dictate the terms of either party. They are however intertwined. The subsidy we provide Medics was arrived at with them realizing profit from those transfers. In other words, without that transfer business, they would request a higher subsidy. It is therefore in the best interest of all parties that a harmonious relationship exists between MHSC and Medics.

Please confirm whether you or your designee is willing to serve on this Board. If you designate this appointment to someone else, we will need their contact information, title, etc. Also please advise some days and times that this person is available to meet each month. We will then arrange the first meeting.

Thank you in advance for your service. There are five (5) attachments:



BOARD OF COUNTY COMMISSIONERS

SWEETWATER

C·O·U·N·T·Y

R

- WALLY J. JOHNSON, CHAIRMAN
- JOHN K. KOLB, COMMISSIONER
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80 WEST FLAMING GORGE WAY, SUITE 109 -
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PH: (307) 872-3890 - FAX - (307) 872-3992

1. Resolution creating the board
2. American Ambulance Association EMS Guide
3. Ambulance coverage map
4. Sweetwater County/Sweetwater Medics contract
5. Contact information

Sincerely,

Reid O. West, Acting Chairman
Board of County Commissioners
Sweetwater County

cc- Sweetwater County Board of County Commissioners
Lyle Armstrong, Rock Springs Fire Chief
Dave Cunningham, Hwy Patrol-District Captain
Carl Demshar, Rock Springs Mayor
Ron Gatti, Sweetwater Medics
Andy Gienapp, Wyoming Department of Health Administrator
Richard Haskell, Sweetwater County Sheriff
Jerry Klein, Memorial Hospital CEO
Mike Lowell, Rock Springs Police Chief
James Wamsley, Fire Chief, EFO



**AMBULANCE AGREEMENT BETWEEN SWEETWATER COUNTY,
WYOMING AND SWEETWATER MEDICS EMERGENCY SERVICES**

This Agreement is made and entered into by and between the Board of County Commissioners, 80 West Flaming Gorge Way, City of Green River, County of Sweetwater, State of Wyoming 82935 (hereinafter referred to as County), and Sweetwater Medics Medical Services, P.O. Box 356, City of Rock Springs, County of Sweetwater, State of Wyoming 82902 (hereinafter referred to as Sweetwater Medics).

Section One: Recitals

1. County desires to provide ambulance services when needed.
2. County has investigated various methods of providing ambulance services at reasonable cost.
3. Sweetwater Medics is in the business of providing ambulance services and possesses the necessary personnel and equipment to provide services.

Section Two: Sweetwater Medics Responsibilities

1. Sweetwater Medics shall respond to all requests for emergency ambulance service received directly by them or dispatched through the Sweetwater County Sheriff's Office. Provider shall cooperate together with other ambulance providers to insure that resources are utilized in the most efficient means possible. However, Sweetwater Medics shall not be responsible for transfers of patients from **Sweetwater County Memorial Hospital** to other medical facilities, but may choose to offer such services.
2. Provider shall utilize Advance Life Support ambulances (by standards of the Wyoming Emergency Medical Rules and Regulations) to provide services under this agreement on a twenty – four (24) hour per day basis on all emergency calls. **All ambulances that respond to emergency calls under this contract must be staffed by a minimum of at least one certified EMT-Intermediate, and one certified EMT-Basic or BEC/EMR, (Basic Emergency Care/Emergency Medical Responder).**
3. When patient condition warrants, Provider may utilize Basic Life Support ambulances (by standards of the Wyoming Emergency Medical Rules and Regulations).
4. **Provider must supply a minimum of two (2) advanced life support ambulances with fully staffed crews, 24 hours per day, seven days a week. At least two (2) ALS ambulances will be available solely for emergency medical responses in the**

coverage area. Provider must staff at a minimum four (4) personnel on duty at all times to respond to emergency calls. The coverage area is that shown on the Sweetwater County AMBULANCE DISTRICT AREA – FIRST CALL OUT Map which is attached hereto, and incorporated herein by this reference.

5. Provider shall designate a medical director within the service area of the County that will oversee the treatment protocols and policies in which the provider shall follow.
6. Upon responding to a call, Sweetwater Medics shall provide emergency care by qualified personnel, and if deemed necessary by such personnel or consulting physician, shall provide transportation to Sweetwater County Memorial Hospital.
7. Sweetwater Medics shall provide emergency medical transport of prisoners who have been booked into the Sweetwater County Detention Facility from such facility to Memorial Hospital of Sweetwater County, without charge to Sweetwater County.
8. Sweetwater Medics shall provide standby service **at no additional charge** for all emergency responders in the event of man-made or natural disasters (e.g., ice, snow, wind, flooding, drowning, mass casualty incident, structure fires), or other conditions as determined by Sweetwater County government agencies.

Resources allocated to such events shall be allowed to respond to other concurrent emergencies if no direct on-scene medical emergency is present. Notification and clearance shall be given to do so by the agency commanding the incident.

This requirement shall not require Sweetwater Medics to provide stand-by service to wildland fires that will take units out of the population centers of the response area, unless an identified medical emergency exists related to the wildland incident(s).

This requirement shall not require Sweetwater Medics to provide stand-by service for incidents involving State of Wyoming Department of Homeland Security resources, or any other State or Federal emergencies, unless an identified medical emergency exists related to the emergency.

9. Sweetwater Medics shall provide transport of patients requiring medically-necessary ambulance transport, as determined by a physician, to Wyoming Behavioral Institute in Casper, Wyoming, when these patients fall under Wyoming State Statute Title 25, Institutions of The State. These services shall be provided at \$2750.00 per round trip charge to Sweetwater County.

10. Sweetwater Medics shall provide event stand-by services for events that require ambulance stand-by services at the Sweetwater County Events Complex, at the request of the Events Complex administration. Sweetwater Medics agrees to be compensated under the terms of an agreement with the Sweetwater County Events Complex.
11. Sweetwater Medics shall ensure that no person shall be denied the benefits of any service provided in whole or in part on the basis of race, color, national origin, sex, disability, or ability to pay.
12. Sweetwater Medics shall allow County, or its' designee, to examine its financial records pertaining to the services provided under this agreement at any time upon reasonable notice.
13. If the County develops an oversight committee or any other committee which the County has bestowed the authority to review on their behalf the performance of this agreement with Sweetwater Medics, Sweetwater Medics shall comply with all requests for records pertaining to the services provided under this agreement, to assure that all requirements in this agreement are being met and moreover, to monitor the performance of Sweetwater Medics regarding patient care, and financial position.
14. Sweetwater Medics shall comply with all HIPAA Guidelines, federal, state, and local laws, rules and regulations governing the provision of ambulance services in accordance with this Agreement.
15. HIPAA Compliance Clause – Provider shall adhere to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, which was enacted on August 21, 1996. The Privacy Rule standards address the use and disclosure of individuals' health information – called "protected health information" by organizations subject to the Privacy Rule – called "covered entities," as well as standards for individuals' privacy rights to understand and control how their health information is used.

Section Three: Equipment & Supply Standard

1. Provider shall ensure that each ambulance is equipped to state standards and that all vehicles, equipment, and supplies are maintained in a safe, mechanical condition at all times.
2. Ambulances designated ALS must meet all state standards for the operation and classification for ALS ambulances as stated in Rules and Regulations of the State

Emergency Medical and maintained as required by state laws.

3. Provider shall maintain fleet maintenance records of repairs and inspections of the ambulances and have them available for County's inspections at all times.

Section Four: Records and Reports

1. Provider shall provide monthly HIPAA Compliance call sheets to the County that shall consist of number of calls, amount billed, amount collected, bad debt write-offs, non-transport calls, (otherwise known as a "dry runs"), and transfers to other medical facilities.
2. Provider shall provide to the County a monthly schedule for coverage.

Section Five: County's Responsibilities

1. County shall consult with and advise Sweetwater Medics as necessary to ensure the satisfactory completion of Sweetwater Medics duties and responsibilities under this Agreement.
2. County shall inform the Joint Dispatch for Sweetwater County to dispatch Sweetwater Medics to all emergency medical calls received by them in the identified response area.

Section Six: Payment Terms

County shall pay Sweetwater Medics for the services specified in this Agreement at the monthly rate of \$20,664.00 for the first twelve (12) months. The payment for services shall be increased five percent (5%) for the second year of this agreement. The monthly payment for the second year shall be \$21,697.20.

Sweetwater Medics shall submit an approved voucher to County on or before the twenty-fifth day of each month to facilitate payment.

County shall, when deemed prudent, apply for grant funding for emergency medical equipment and supplies to be utilized by Sweetwater Medics in delivering emergency medical care to Sweetwater County residents. All equipment and supplies shall remain the property of Sweetwater County.

Section Seven: Terms of Agreement

Except as otherwise provided herein, this Agreement shall remain in full force and effect for a period of twenty four (24) months from July 1, 2012 to June 30, 2014. Each term shall automatically renew, for subsequent periods of the same length as the original term, unless either party gives the other written notice of termination at least ninety (90) days prior to expiration of the then-current term. Upon automatic renewal, the payment terms of the agreement shall increase 5% at the anniversary date of the execution of this agreement.

Section Eight: Sovereign Immunity

County does not waive its sovereign immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.

Section Nine: Indemnification

Sweetwater Medics shall indemnify County and hold it harmless from any and all liability, including that arising from loss or damage to property or any injury to or death of any person, which may be suffered by County as a result of any and all claims, demands, costs or judgments against it and which are the direct or proximate result of the negligence or willful misconduct of, or the breach of any of the terms and conditions of this Agreement by Sweetwater Medics, its directors, officers, employees or agents. Sweetwater Medics shall maintain adequate insurance coverage for any and all services which it provides to County under this Agreement.

Section Ten: Status of Sweetwater Medics

Sweetwater Medics represents that it is engaged in an independent trade, occupation, profession, or business, and that the relationship between it and County under this Agreement is that of governmental entity and independent contractor. Neither Sweetwater Medics nor its directors, officers, employees or agents are considered for any purposes as officers, employees, or agents of County. Sweetwater Medics understands and agrees that as an independent contractor, no health, hospitalization or disability benefits, workers' compensation, unemployment insurance, group life insurance, personal indemnity or similar benefits available to County employees shall accrue to it, its directors, officers, employees or agents.

Section Eleven: Absence of Waiver

The failure of any of the parties to the Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the terms and conditions shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section Twelve: Governing Law

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

Section Thirteen: Entire Agreement

This Agreement shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement.

Section Fourteen: Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Section Fifteen: Assignment of Rights

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express and written consent of the other party.

Section Sixteen: Partial Invalidity

The partial invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties, subsequent to the expungement of the invalid provision.

Section Seventeen: Termination of Agreement

This agreement may be terminated, by either party, for any reason, upon receipt of written notice ninety (90) days prior to the desired termination date.

Section 18: Purchase of Ambulances, Sale of Ambulances Upon Termination of Agreement, and Credit for Purchase of New Ambulances

1. Upon nonrenewal or termination of this Agreement for any reason, Provider shall present an Offer to Purchase to County for the sale of all ambulances that Provider owns. Said Offer to Purchase shall include a sales price for each ambulance, based on the current fair market value of each ambulance. The Offer to Purchase, including the sales prices for each ambulance shall be made in good faith. Provider shall disclose all liens or other encumbrances on the ambulances at the time of submitting its Offer to Purchase.
2. After receiving the Offer to Purchase, County may reject the Offer to Purchase for any reason by providing written notice to Provider within thirty days of receipt of the Offer to Purchase, subject to Paragraph 5 in which County agrees to purchase three ambulances at fair market value. Alternatively, County may choose to purchase all ambulances offered for sale, or fewer than all ambulances, at their offered price. If this is done, arrangements shall be made for delivery of the ambulance(s) and payment of the purchase price.
3. Upon receipt of the Offer to Purchase from Provider, County may respond by rejecting Provider's Offer to Purchase, and submitting a counter offer, within thirty days of receipt of the Provider's Offer to Purchase. This counter offer may be for the purchase of all the ambulances, or for fewer than all ambulances. Recognizing the determination of fair market value does not often yield a precise value, all counter offers must nevertheless be made in good faith and based on the current fair market value of each ambulance that the County desires to purchase.
4. If Provider accepts the counter offer from the County within fifteen days of receipt, arrangements must be made for delivery of the purchased ambulance(s) and payment of the agreed purchase price. If Provider rejects the counter offer or County rejects Provider's Offer to Purchase, without submitting a counter offer, then no sale with County is possible, and Provider may sell the ambulances to others.
5. Provider agrees to purchase three new ambulances to perform its services and obligations described herein. Purchaser acknowledges that it has ordered one ambulance prior to the execution of this Agreement, and further commits to the immediate order of two additional new ambulances to perform its duties pursuant to this Agreement. Should this Agreement be terminated or otherwise allowed to lapse for any reason within five (5) years from the execution of this Agreement, County agrees to purchase the three ambulances referenced herein for fair market value, under the procedures identified

herein.

6. Sweetwater County agrees that an ambulance that was purchased or leased by Provider in the month before the execution of this Agreement, will be credited as an ambulance purchased or leased during the term of the Agreement.

In witness whereof, each party to this Agreement has caused it to be executed in the County of Sweetwater, on the date indicated below.



ATTEST:
Steven Dale Davis
Steven Dale Davis, County Clerk

Board of County Commissioners
County of Sweetwater
State of Wyoming

By: [Signature]
Wally Johnson, Chairman
6/18/12
Date

Sweetwater Medics Emergency Services
P.O. Box 356
Rock Springs, WY 82902

By: [Signature] STEVEN KOURBENTIS
6-14-12
Date

Ambulance Service Board
Rock Springs Area
Contact Directory
12/18/2012

<u>NAME</u>	<u>ADDRESS</u>	<u>OFFICE PHONE</u>	<u>CELL PHONE</u>	<u>FAX</u>	<u>Email</u>
Lyle Armstrong, RS Fire Chief	600 College Drive Rock Springs, WY 82901	307-352-1475	n/a	307-352-1481	lyle_armstrong@rswy.net
Dave Cunningham, Hwy Patrol, District Cpt	PO Box 1260 3200 Elk Street Rock Springs, WY 82901	307-352-3108	307-389-4189	307-352-3151	dave.cunningham@wyo.gov
Richard Haskell, SWCO Sheriff	50140 Hwy. 191 S. Rock Springs, WY 82901	307-922-5303	307-350-4008	307-922-5483	haskellr@sweet.wy.us
Jerry Klein, Memorial Hospital CEO	1200 College Drive Rock Springs, WY 82901	307-352-8411	440-413-3581	307-352-8180	gklein@minershospital.org
Mike Lowell, RS Police Chief	221 C St. Rock Springs, WY 82901	307-352-1581	307-212-0411	307-352-1580	michael_lowell@rswy.net
James Wamsley, Fire Chief, EFO	3010 College Dr. Rock Springs, WY 82901	307-362-9390	307-389-2309	307-382-8476	jwamsley@fd1fire.com

Sweetwater Medics Contact

Ron Gatti, Sweetwater Medics	PO Box 356 2481 Foothill Blvd. Rock Springs, WY 82901	307-362-6108	307-371-8833	307-362-6165	captainron@wyoming.com
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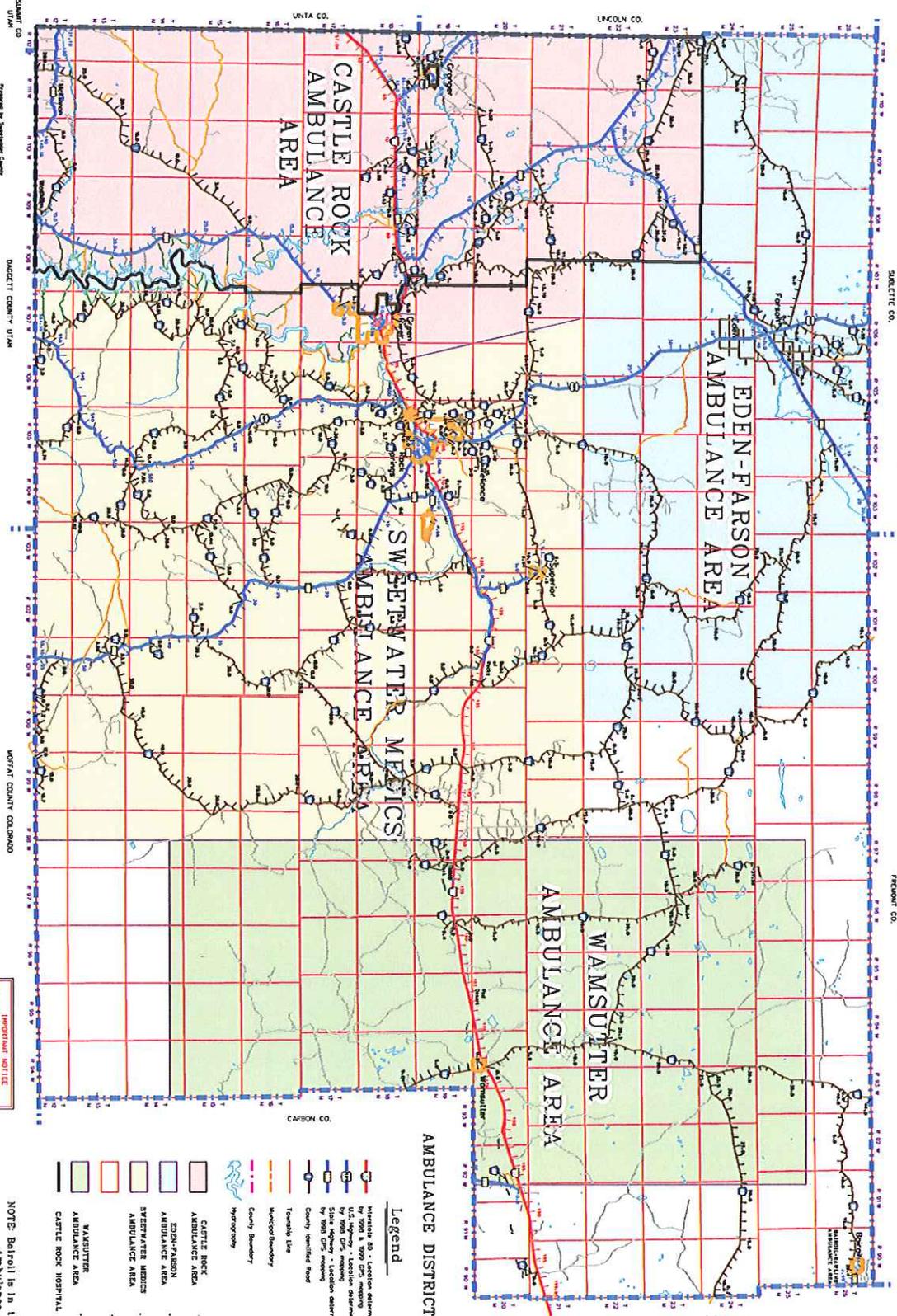
Liaisons

Carl Demshar, Rock Springs Mayor	212 D Street Rock Springs, WY 82901	307-352-1510	n/a	307-352-1516	Carl_Demshar@rswy.net
Reid West, SWCO Commissioner	80 W Flaming Gorge Way, Suite 109 Rock Springs, WY 82901	307-872-3895	307-705-1442	307-872-3992	westr@sweet.wy.us

Wyoming Department of Health

Andy Gienapp, Administrator	Emergency Medical Services 453 Hathaway Bldg Cheyenne, WY 82002	307-777-7955 or 888-228-8996	n/a	307-777-5639	andy.gienapp@health.wyo.gov
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AMBULANCE DISTRICT AREA - 1ST CALL OUT



Area	Area	Area	Area	Area	Area
Castle Rock	Eden-Farson	Sweetwater Medics	Wamsutter	Vasseter	Castle Rock Hospital District

HOSPITAL NOTICE
 The location of the hospital is shown on this map. The hospital is located at the intersection of Highway 14 and Highway 16. The hospital is located at the intersection of Highway 14 and Highway 16. The hospital is located at the intersection of Highway 14 and Highway 16.

NOTE: Batroll is in the Ravilins Ambulance Area

AMBULANCE DISTRICT AREA

- Legend**
- Highway 30 - Location determined by 2008 & 2009 GPS mapping
 - State Highway - Location determined by 2008 GPS mapping
 - County identified road
 - Township Line
 - Municipal Boundary
 - County Boundary
 - Hydrography
- Castle Rock Ambulance Area - 1,798.97 sq. miles
 - Eden-Farson Ambulance Area - 1,804.45 sq. miles
 - Sweetwater Medics Ambulance Area - 3,064.35 sq. miles
 - Vasseter Ambulance Area - 1,770.10 sq. miles
 - Castle Rock Hospital District - 2,079.43 sq. miles

THE SWEETWATER COUNTY COMMISSION

**In Re the Application for a Conditional Use Permit)
Filed by Jay and Teri D'Ewart)**

Factual Findings

1. On October 1, 2012, Jay and Teri D'Ewart filed for a Conditional Use Permit with the Sweetwater County Land Use Department to allow for the grazing of eight (8) to twelve (12) horses for personal use and for profit on their unplatted approximately seventeen (17) acres located in the Unplatted Phase 6 of the White Mountain Country Estates Subdivision.
2. That in addition to the request for grazing horses, the D'Ewarts requested four (4) stalls fifty (50) by fifty (50) consisting of portable corral panels and four (4) metal twelve foot (12') by twelve foot (12') skid shelters, all located in an area near the residence of the D'Ewarts, but within the seventeen (17) acres of unplatted land.
3. The D'Ewart's application further stated the horses would graze the seventeen (17) acres during the winter months, and during summer months the horses would be corralled.
4. The current zoning for the area which would be affected by the application is R-2 SF (single family residential).
5. Because the unplatted seventeen (17) acres have no residence, the presence of any animals on this property constitutes an impermissible use for the single family residential zone, and the applicants, J and Teri D'Ewart, are presently in violation of the zoning resolution to the extent horses remain on the unplatted seventeen (17) acres.
6. On November 14, 2012, the Sweetwater County Planning and Zoning Commission held a hearing to consider the request for a Conditional Use Permit from Jay and Teri D'Ewart, and the Sweetwater County Planning and Zoning Commission was unable to pass on a recommendation because only two of the three members who were present voted to approve the request, and pursuant to the Sweetwater County Planning and Zoning Commission By-Laws, all three members must be unanimous in voting to approve or deny a request for a Conditional Use Permit.
7. A public notice was given to the newspaper of record for the purposes of advertising the date and place the Sweetwater County Commission would conduct a public hearing to consider the D'Ewart's request for a Conditional Use Permit.
8. A public hearing was held by the Sweetwater County Commission on December 4, 2012 to consider the D'Ewart's application for a Conditional Use Permit.

9. During the public hearing, the Sweetwater County Commission received statements from Jay D'Ewart, and owners of property located within the White Mountain Country Estates Subdivision, including Karla and Richard Leach, Christina Kaan, and Sandra McCormick.

10. During the hearing, Jay D'Ewart advised that a two-year temporary permit should address the concerns of his neighbors who opposed his proposal to graze eight (8) to twelve (12) horses on the seventeen (17) unplatted acres, and that he would also remove the commercial use from his application.

11. Jay D'Ewart further stated that he had spoken with owners of property within Lots 19, 22, and six and these people he expected would express approval of his application; however he advised these people that they should not bother to come, because this was not a request to change the zone designation.

12. That Karla Leach stated that she opposed the D'Ewart's application because of the proposed commercial use, and the risk of significant commercial traffic within the White Mountain Country Estates Subdivision. Karla Leach also expressed opposition to the unpleasant odors of horses and horse manure that would likely be present on her property. All of these conditions were why she became concerned regarding the possibility that her property would lose value, due to the presence of the horses.

13. Richard Leach, Karla Leach's husband, stated that their home was protected by local covenants and relied on those covenants when considering the initial purchase of the property. He further stated that the application for a Conditional Use Permit was contrary to the local covenants.

14. Christina Kaan announced her opposition to the application for a Conditional Use Permit on the grounds the covenants in place for the subdivision presently allowed a maximum of four (4) horses, and that the unplatted seventeen acres by her property looked like a junkyard with piles of wood and dirt.

15. Sandra McCormick advised her opposition to the application for a Conditional Use Permit was for reason that she never expected to have a residence with animals near her home, and that the value of the homes in the subdivision is in excess of \$600,000; and in response to Jay D'Ewart dropping his request for a commercial use of the seventeen (17) unplatted acres, Sandra McCormick argued the residents of the subdivision should be considered the priority, instead of the animals.

16. The Land Use Department received letters commenting on the application from Christina Kaan, Richard and Lisa McDonald, R. Mark LeFaivre, Bill Perkins and Robert and Wendy Hutchinson which were placed in the record for review by the Sweetwater County Commission.

a. That all the letters commenting on the application expressed opposition to the

application citing several reasons to include: the developer guaranteed residential uses only, allergies caused by exposure to horses, odors, more traffic, increased noise and litter, a compromise to the scenic view, and a decrease in property values and marketability of their property.

b. Many letters expressed disappointment because the protective covenants which applied to the White Mountain Country Estates Subdivision emphasized that no commercial, industrial, or non-single family residential use would be allowed.

17. A petition was presented to the Sweetwater County Commission which was signed by nineteen (19) people who owned or occupied property near, or in the vicinity of the unplatted seventeen acre area proposed for horse grazing and the corrals, and this petition stated: "We the undersigned property owners are hereby against the proposal to consider a Conditional Use Permit in accordance with Section 6 of the Sweetwater County Zoning Resolution to allow corrals for personal and commercial use as requested by Jay and Teri D'Ewart."

Conclusions of Law

1. The Sweetwater County Commission possesses the authority, pursuant to Section 6(C) of the Sweetwater County Zoning Resolution, to approve, approve with conditions, or deny requests for Conditional Use Permits.

2. No applicant for a Conditional Use Permit has an unqualified right to receive a Conditional Use Permit from the Sweetwater County Commission. See Section 6(C) of the Sweetwater County Zoning Resolution.

3. Before approving an application for a conditional use permit, the Sweetwater County Commission must consider the effect of the proposed use upon the health, safety, and general welfare of occupants of surrounding lands, existing and anticipated traffic conditions including parking facilities on adjacent streets and lands, and the effect of the proposed use on the Comprehensive Plan. See Section 6(D) of the Sweetwater County Zoning Resolution.

4. The existence of the Protective Covenant that was implemented for the residents of the White Mountain Country Estates Subdivision is considered by the Sweetwater County Commission as relevant only to the extent that it created reasonable expectations for the residents of the subdivision that there would be no commercial or non-single family uses for the entire subdivision.

5. The Sweetwater County Commission concludes that the proposed construction of corrals and grazing of horses on the unplatted seventeen (17) acres that is near many residences in the White Mountain Estates Subdivision will expose the residents of the subdivision to additional odors from the horses and manure, that there is a risk of

property values being adversely affected because many residences are near the proposed corrals and the unplatted seventeen (17) acres, and the use of the unplatted seventeen (17) acres for grazing is not compatible with the character of the adjoining residential area, and for some residents, their scenic view would be compromised.

6. The Sweetwater County Commission has considered whether any conditions could be attached to the Conditional Use Permit that would provide justification for approving the application, and the Sweetwater County Commission is unable to attach any condition that would fairly and properly satisfy the reasonable concerns raised by those who attended the hearing, and those who presented written comments.

Now Therefore, the Sweetwater County Commission hereby denies the Application for Conditional Use Permit filed by Jay and Teri D'Ewart.

Dated this _____ day of December, 2012.

Sweetwater County
Board of County Commissioners

Wally Johnson, Chairman

Gary Bailiff, Commissioner

John K. Kolb, Commissioner

Don Van Matre, Commissioner

Reid O. West, Commissioner

ATTEST:

Steven Dale Davis, County
Clerk

RESOLUTION 12-12-CL-01

MILEAGE REIMBURSEMENT RATE

WHEREAS, Sweetwater County, Wyoming hereinafter referred to as the "County", has in the past reimbursed transportation expenses of County officers and employees while using their private vehicles according to the methods set forth in Section 9-3-103 (a) (iii), W.S. 1977, as amended,

AND WHEREAS, the County has heretofore reimbursed County officers and employees for use of passenger vehicles, four wheel drive vehicles, and motor homes at a rate of 55.5 cents per mile,

AND WHEREAS, on the advice of the County auditors and to stay in line with IRS standards, it is considered necessary and desirable for the County to adopt a formal policy regarding reimbursement for travel expenses for County officers and employees while using their private vehicles in the performance of their duties,

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Sweetwater County, Wyoming adopts as follows:

- 1) That in order to comply with the advice of the County auditors to stay in line with IRS standards, it is deemed necessary and advisable that a formal policy be enacted for the reimbursement of actual and necessary travel expenses incurred by County officers and employees required to use privately owned vehicles in the performance of their duties.
- 2) That from and after January 1, 2013, the County will reimburse County officers and employees for the use of their private passenger vehicles, four wheel drive vehicles and motor homes all at the rate of 56.5 cents per mile.
- 3) That all Resolutions and parts thereof in conflict herewith are hereby repealed to the extent of the conflict.
- 4) That immediately after its adoption, this Resolution shall be filed by the County Clerk and shall take effect as of January 1, 2013.

Dated this 18th Day of December, 2012.

**BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING**

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Don Van Matre, Member

Standard Mileage Rates for 2013

The Internal Revenue Service today issued the 2013 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2013, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 56.5 cents per mile for business miles driven
- 24 cents per mile driven for medical or moving purposes
- 14 cents per mile driven in service of charitable organizations

The rate for business miles driven during 2013 increases 1 cent from the 2012 rate. The medical and moving rate is also up 1 cent per mile from the 2012 rate.

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously.

These and other requirements for a taxpayer to use a standard mileage rate to calculate the amount of a deductible business, moving, medical, or charitable expense are in Rev. Proc. 2010-51. Notice 2012-72 contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan.

Page Last Reviewed or Updated: 21-Nov-2012

**SWEETWATER COUNTY
IRC SECTION 125 AMENDMENT**

WHEREAS, Sweetwater County, a sponsor of an IRC Section 125 Flexible Benefits Plan, has the right, at any time, to amend this Plan;

And, in keeping with the IRS' regulations governing Section 125 of the Internal Revenue Code;

RESOLVED that effective January 1, 2013, the IRC Section 125 Flexible Benefits Plan shall be amended to allow a participant to redirect on a non-tax basis, a portion of the gross compensation for reimbursement of health expenses to the extent that such expenses do not exceed \$2,500.00 per plan year.

BE IT UNDERSTOOD that the passage of this amendment is in all respects legal and that this amendment is in full force and effect.

Dated this _____ day of _____, _____.

Signature & Title

**Agreements
FY 2013**

Salary Agreement Name	Amount
SWC University Extension - Horticulture Position	\$ 11,400

Total \$ 11,400

Approved and authorize the County Chairman to sign the agreement this the 18th day of December, 2012.

**THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING**

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

ATTEST:

Steven Dale Davis, County Clerk

Reid O. West, Member

EXTENDED PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the University of Wyoming, hereafter referred to as the University, and the Board of County Commissioners of Sweetwater County, hereafter referred to as the County.

WITNESSETH that Whereas, under the Federal Smith-Lever Act, and the State Acceptance Act of 1915, and amendments thereto covering Extension programs, The County desires an additional Extension Professional for the purpose of assisting and encouraging the development of horticulture/floriculture/urban forestry/turf management programs.

Said work shall be done and directed under the supervision of the Director of the Cooperative Extension Service of the University of Wyoming.

NOW THEREFORE, for and in consideration of the covenants and agreements of each to the other running, and for other good and valuable consideration as herein contained, the said parties agree as follows: In return for the above services, the County will contribute \$11,400.00 annually to the University of Wyoming Cooperative Extension Service.

In order that the University may receive the total County contributions for each fiscal year before June 30th of such year, the County agrees to make payments to the University as follows:

Three payments of \$3,800.00 due in January, April and June, 2013.

THE TERMS AND CONDITIONS OF THIS AGREEMENT shall be and remain in force and effect from August 23, 2012, until June 30, 2013 unless terminated by mutual consent of the two parties involved.

In the event this agreement is terminated, the University will return unused funds contributed by the County.

Neither party waives its sovereign immunity by entering into this agreement and each fully retains all immunities and defenses provided by law with regard to any action based on this agreement.

Both parties shall fully adhere to all applicable local, state, and federal laws regarding equal employment opportunity.

The University's policy is one of equal opportunity for all persons in all facets of the University's operations. Equal opportunity is offered to all officers, faculty, and staff members, and applicants for employment on the basis of their demonstrated ability and competence and without regard to such matters as race, color, national origin, sex, sexual orientation, religion, political belief, age, veteran status, or handicap.

IN WITNESS WHEREOF, the Board of Commissioners of Sweetwater County, has caused this agreement to be executed by its Chairman on the _____ day of _____, 2012, and the University of Wyoming has caused the same to be executed by the Vice President for Finance of the University of Wyoming on this _____ day of _____, 2012, and the Director of Cooperative Extension this _____ day of _____, 2012.

Board of County Commissioners
Sweetwater County

Chairman

Director
Cooperative Extension Service
University of Wyoming

Procurement Services Manager
University of Wyoming

 UNIVERSITY
OF WYOMING
EXTENSION
SWEETWATER COUNTY

College of Agriculture &
Natural Resources
2500 College Drive A-700
Rock Springs, WY 82901
Office 307-352-6775 or 872-6310
Fax 307-352-6779
fkrosche@uwyo.edu

To: Dale Davis

From: Faith Kroschel, County Coordinator

Faith Kroschel

Date: October 8, 2012

Re: FY2013 Horticulture Position Salary Service Agreement

Enclosed is a copy of the Horticulture position Salary Service Agreement for additional personnel.

The agreement is as follows:

Sweetwater Horticulture. County picks up 100 percent of 19/hours/week and fringe. This position was filled August 23rd and will be billed in three equal payments of \$3,800 for this partial year.

Just a reminder, the salary for this position was included in the budget request for FY 2013, and is within the line item account # 001-1020-419.96-48.

Thank you.

Received 11-29-12

Memorandum of Understanding

Parties:

This Memorandum of Understanding is entered into between the Sheriff of Sweetwater County (hereinafter "Sheriff") and Sweetwater County, whose address is 731 C Street, Suite 234, Rock Springs, WY 82901 and Uinta County their respective sheriff (hereinafter "Requesting Party"). Their address is attached hereto and incorporated herein by this reference.

Purpose: The purpose of the Memorandum of Understanding (hereinafter "Memorandum") is to establish the specific terms and conditions for the Sheriff to accept juveniles from the other counties into the Sweetwater County Detention Center.

SPECIFIC PROVISIONS:

1. Term of Memorandum:

This Memorandum is effective upon the day and date of the last signature affixed hereto. This Memorandum shall remain in full force and effect until terminated by the parties. Any party may terminate this Memorandum, without cause, upon thirty (30) days written notice, which shall be delivered by hand or by certified mail sent to the address listed herein.

2. The Procedures for Requesting the Sheriff to Accept Juveniles Into the Sweetwater County Detention Center:

- a. Prior to transporting any juvenile to the Sweetwater County Detention Center, the Requesting Party shall contact Sweetwater County's designee from the Sweetwater County Sheriff's Department to determine if the Sheriff will accept the juvenile into the Sweetwater County Detention Center. The request shall contain the information required in Paragraph 2.c. A separate request shall be provided for each juvenile. Upon Requesting Party's compliance with Paragraph 2.c., the Sheriff or a designated Deputy shall promptly respond to the request by advising the Requesting Party whether the juvenile will be accepted into the Sweetwater County Detention Center.
- b. The Sheriff has exclusive discretion in determining whether a juvenile from a Requesting Party may be accepted into the Sweetwater County Detention Center. The factors to be applied, though not exclusive, are:
 - i. Whether there is or will be sufficient space available in the Sweetwater County Detention Center to accept the juvenile from the Requesting Party. The Sweetwater County Sheriff may refuse to accept juveniles from the Requesting Party if, in his opinion, the Sweetwater County Detention Center does not or will not have sufficient space.

- ii. The Sweetwater County Sheriff may refuse to accept juveniles who suffer from serious health conditions which could create an unreasonable burden on the administration of the Sweetwater County Detention Center.
- c. The requesting Party shall provide the following information for each juvenile:
- i. Personal information regarding the juvenile, including the name, address, date of birth, social security number, height and weight and any other information regarding the juvenile that would assist the Sweetwater County Sheriff.
 - ii. Any and all charging documents and/or court documents.
 - iii. Criminal history information that includes the juvenile's criminal record and the reasons and authority for the detention of the juvenile
 - iv. The expected period of incarceration. If the juvenile has been sentenced to jail, the number of days remaining on the juvenile's sentence. If the juvenile is not serving a sentence, the date in which any hearing or trial is set. In some instances this may be an estimate.
 - v. The juvenile's medical requirements.
 - vi. All reports within the possession of the Requesting Party which contain allegations of misconduct against the juvenile while incarcerated, including, but not limited to, theft, using controlled substances, fighting with jail staff or other detainees, threatening jail staff or other detainees or attempting to escape.

3. The Obligations of the Sheriff

- a. The Sheriff shall provide a secure and safe environment for every juvenile incarcerated in the Sweetwater County Detention center pursuant to this Memorandum
- b. The Sheriff shall comply with all state and Federal requirements that apply to the detention of juveniles, including the requirement for sight and sound separation from adult prisoners.
- c. The Sheriff shall afford to all juveniles incarcerated pursuant to this Memorandum the same counseling and educational benefits that are presently provided to the juveniles who are incarcerated in the Sweetwater County Detention Center by an order of a court in Sweetwater County, or due to the arrest and detention by a Sweetwater County law enforcement agency. If the juvenile from the Requesting Party requires additional counseling or educational services, those services shall be made available to the juvenile.

- d. The Sheriff shall provide to the Requesting Party, upon request, the Sweetwater County Detention Center's operational records that are specific to the juvenile or juveniles of the Requesting Party.
- e. The Sheriff shall provide for, at the expense of the Requesting Party, all the juvenile's necessary medical needs, including prescription drugs, clinic or hospital visits and emergency care.
 - i. The Sheriff shall provide the Requesting Party a detailed accounting of all medical expenses of the Requesting Party's juveniles who receive medical care.
 - ii. The Sheriff shall provide all mileage data to the Requesting Party when the Sheriff or his designee has transported the juvenile of the Requesting Party to a clinic or hospital for medical care, or for such other purposes at the request of the Requesting Party.

4. The Obligations of the Requesting Party

- a. In consideration of the Sheriff permitting access to the Sweetwater County Detention Center for the detention of the Requesting Party's juveniles, the Requesting Party shall pay \$105.00 per juvenile, per day of detention to Sweetwater County. The payment for partial days shall be determined as follows: A day shall consist of a twenty-four (24) hour period beginning at midnight. If a juvenile is incarcerated on a partial day for twelve (12) hours or less, the Requesting Party shall pay fifty percent (50%) of the daily rate, which is \$52.50. If a juvenile is incarcerated for more than twelve (12) hours, the Requesting Party shall pay one hundred percent (100%) of the daily rate which is \$105.00.
- b. The Requesting Party is responsible for all costs associated with necessary medical treatment incurred by the juvenile while housed at the Sweetwater County Detention Center.
- c. The requesting Party is responsible for all transportation of the juvenile. When medical care for the juvenile is required outside the Sweetwater County Detention Center, the Requesting Party shall reimburse Sweetwater County for the costs of transporting the juvenile at the rate of fifty-eight cents (\$0.58) per mile. If the Sheriff or his designee transports the juvenile for other purposes at the request of the Requesting Party, the Requesting Party shall reimburse Sweetwater County at the same rate.
- d. Prior to the detention of the Requesting Party's juvenile, the Requesting Party shall exercise its best efforts in providing the information to the Sheriff required by Paragraph 2.c.

Inaccurate or insufficient information may delay the response from the Sheriff, or in some instances the Sheriff may deny the request due to insufficient information.

- e. Should any juvenile of the Requesting Party challenge his or her detention by filing habeas corpus or any other challenge to the grounds for detention, the Responding party shall defend such action, and indemnify Sweetwater County accordingly. This obligation shall not apply if Sweetwater County has caused or is somehow at fault for the claim, beyond and outside of its role in this Memorandum as the detention agency.

5. Method of Payment

Payment shall be made as follows: Upon receipt of an invoice from Sweetwater County or the Sweetwater County Sheriff specifying that the Sweetwater County Sheriff has complied with this agreement by performing the services described herein, the County Sheriff's Office of the Requesting Party shall promptly remit payment to Sweetwater County.

6. Confidentiality

In the performance of this Memorandum, each party will generate and receive identifiable information regarding a juvenile. If the juvenile has not been charged with a violation or sentenced in a circuit court or a municipal court, all reports, information, data, research, or any other information that discloses any legal or administrative process or disposition relating to a juvenile's misconduct are deemed confidential. This information and the existence of this information shall remain confidential, and shall not be released to any third party, unless a court of competent jurisdiction orders the release, or the information is released pursuant to the provisions of Wyo. Stat. Ann. 14-6-203(g).

GENERAL PROVISIONS:

1. Amendment

Any party may request changes to this Memorandum. All suggested changes shall be mutually agreed upon by the parties, and shall be in writing and incorporated into this Memorandum.

2. Assignability

A party's interest in this Memorandum may not be assigned without the prior written approval of the remaining parties.

3. Audit

The Responding Party, through its authorized representatives, shall have reasonable access during regular business hours, Monday through Friday, upon reasonable notice, to any books, documents, papers, and records of the Sweetwater County Sheriff or Sweetwater County which are directly pertinent to the placement of the Requesting Party's juveniles.

4. Wyoming Government Claims Act

No waiver of any immunity or limitation of liability afforded by the Wyoming Government Claims Act is intended by the parties, and Sweetwater County specifically retains all such immunities and limitations of liability.

5. Whole Agreement

This Memorandum represents the entire and integrated Agreement between Sweetwater County and its Sheriff and the Requesting Party, and supersedes all prior negotiations, representations, or agreements, either written or oral.

6. Construction and Forum

This Memorandum shall be construed in accordance with the laws of the State of Wyoming. Any action to enforce this Memorandum or any provision there of shall be brought in the appropriate court located within Sweetwater County.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding this 4th day of December, 2012.

Responding Party:

B. Napoli
Uinta County Sheriff

Board of County Commissioners
For the County of Uinta

Gray Dilling
Chairman

Attest:

Lana Wilcox
Uinta County Clerk

Richard Haskell
Richard Haskell, Sweetwater
County Sheriff

Board of County Commissioners
For the County of Sweetwater

Chairman

Attest:

Sweetwater County Clerk

Memorandum of Understanding

Parties:

This Memorandum of Understanding is entered into between the Sheriff of Sweetwater County (hereinafter "Sheriff") and Sweetwater County, whose address is 731 C Street, Suite 234, Rock Springs, WY 82901 and Lincoln County their respective sheriff (hereinafter "Requesting Party"). Their address is attached hereto and incorporated herein by this reference.

Purpose: The purpose of the Memorandum of Understanding (hereinafter "Memorandum") is to establish the specific terms and conditions for the Sheriff to accept juveniles from the other counties into the Sweetwater County Detention Center.

SPECIFIC PROVISIONS:

1. Term of Memorandum:

This Memorandum is effective upon the day and date of the last signature affixed hereto. This Memorandum shall remain in full force and effect until terminated by the parties. Any party may terminate this Memorandum, without cause, upon thirty (30) days written notice, which shall be delivered by hand or by certified mail sent to the address listed herein.

2. The Procedures for Requesting the Sheriff to Accept Juveniles into the Sweetwater County Detention Center:

- a. Prior to transporting any juvenile to the Sweetwater County Detention Center, the Requesting Party shall contact Sweetwater County's designee from the Sweetwater County Sheriff's Department to determine if the Sheriff will accept the juvenile into the Sweetwater County Detention Center. The request shall contain the information required in Paragraph 2.c. A separate request shall be provided for each juvenile. Upon Requesting Party's compliance with Paragraph 2.c., the Sheriff or a designated Deputy shall promptly respond to the request by advising the Requesting Party whether the juvenile will be accepted into the Sweetwater County Detention Center.
- b. The Sheriff has exclusive discretion in determining whether a juvenile from a Requesting Party may be accepted into the Sweetwater County Detention Center. The factors to be applied, though not exclusive, are:
 - i. Whether there is or will be sufficient space available in the Sweetwater County Detention Center to accept the juvenile from the Requesting Party. The Sweetwater County Sheriff may refuse to accept juveniles from the Requesting Party if, in his opinion, the Sweetwater County Detention Center does not or will not have sufficient space.

- ii. The Sweetwater County Sheriff may refuse to accept juveniles who suffer from serious health conditions which could create an unreasonable burden on the administration of the Sweetwater County Detention Center.
- c. The requesting Party shall provide the following information for each juvenile:
 - i. Personal information regarding the juvenile, including the name, address, date of birth, social security number, height and weight and any other information regarding the juvenile that would assist the Sweetwater County Sheriff.
 - ii. Any and all charging documents and/or court documents.
 - iii. Criminal history information that includes the juvenile's criminal record and the reasons and authority for the detention of the juvenile
 - iv. The expected period of incarceration. If the juvenile has been sentenced to jail, the number of days remaining on the juvenile's sentence. If the juvenile is not serving a sentence, the date in which any hearing or trial is set. In some instances this may be an estimate.
 - v. The juvenile's medical requirements.
 - vi. All reports within the possession of the Requesting Party which contain allegations of misconduct against the juvenile while incarcerated, including, but not limited to, theft, using controlled substances, fighting with jail staff or other detainees, threatening jail staff or other detainees or attempting to escape.

3. The Obligations of the Sheriff

- a. The Sheriff shall provide a secure and safe environment for every juvenile incarcerated in the Sweetwater County Detention center pursuant to this Memorandum
- b. The Sheriff shall comply with all state and Federal requirements that apply to the detention of juveniles, including the requirement for sight and sound separation from adult prisoners.
- c. The Sheriff shall afford to all juveniles incarcerated pursuant to this Memorandum the same counseling and educational benefits that are presently provided to the juveniles who are incarcerated in the Sweetwater County Detention Center by an order of a court in Sweetwater County, or due to the arrest and detention by a Sweetwater County law enforcement agency. If the juvenile from the Requesting Party requires additional counseling or educational services, those services shall be made available to the juvenile.

- d. The Sheriff shall provide to the Requesting Party, upon request, the Sweetwater County Detention Center's operational records that are specific to the juvenile or juveniles of the Requesting Party.
- e. The Sheriff shall provide for, at the expense of the Requesting Party, all the juvenile's necessary medical needs, including prescription drugs, clinic or hospital visits and emergency care.
 - i. The Sheriff shall provide the Requesting Party a detailed accounting of all medical expenses of the Requesting Party's juveniles who receive medical care.
 - ii. The Sheriff shall provide all mileage data to the Requesting Party when the Sheriff or his designee has transported the juvenile of the Requesting Party to a clinic or hospital for medical care, or for such other purposes at the request of the Requesting Party.

4. The Obligations of the Requesting Party

- a. In consideration of the Sheriff permitting access to the Sweetwater County Detention Center for the detention of the Requesting Party's juveniles, the Requesting Party shall pay \$105.00 per juvenile, per day of detention to Sweetwater County. The payment for partial days shall be determined as follows: A day shall consist of a twenty-four (24) hour period beginning at midnight. If a juvenile is incarcerated on a partial day for twelve (12) hours or less, the Requesting Party shall pay fifty percent (50%) of the daily rate, which is \$52.50. If a juvenile is incarcerated for more than twelve (12) hours, the Requesting Party shall pay one hundred percent (100%) of the daily rate which is \$105.00.
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This Memorandum represents the entire and integrated Agreement between Sweetwater County and its Sheriff and the Requesting Party, and supersedes all prior negotiations, representations, or agreements, either written or oral.

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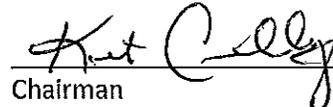
IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding this ____ day of _____, 2012.

Responding Party:



Lincoln County Sheriff

Board of County Commissioners
For the County of Lincoln



Chairman

Attest:



Lincoln County Clerk


Richard Haskell, Sweetwater
County Sheriff

Board of County Commissioners
For the County of Sweetwater

Chairman

Attest:

Sweetwater County Clerk

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: 12/18/12	Presenters Name: Krisena Marchal
Department or Organization: Grants	Contact Phone and E-mail: 872-6470 marchalk@sweet.wy.us
Exact Wording for Agenda: Request the Approval of Homeland Security Grant Agreements (4 Total)	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Action Item - 10 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information:	
There are 4 requested actions:	
1. Motion to approve, and have the Chairman sign, Homeland Security Grant Agreement 11-GPD-SWE-LC-HLE11	
2. Motion to approve, and have the Chairman sign, Homeland Security Grant Agreement 12-GPD-SWE-LC-HSG12	
3. Motion to approve, and have the Chairman sign, the Homeland Security Grant Agreement 12-GPD-SWE-SC-HSG12 with the contingency that no funding be budgeted until an identified project use is approved by the County Commission.	
4. Motion to approve, and have the Chairman sign, the Homeland Security Grant Agreement 12-GPD-SWE-LS-HLE12 with the contingency that no funding be budgeted until an identified project use is approved by the County Commission.	

To: Sweetwater County Commissioners
From: Krisena Marchal
Subject: BOCC Meeting 12/18/12
Request the Approval of Homeland Security Grant Agreements (4 Total)

Executive Summary:

Sweetwater County was awarded four Homeland Security Grant Agreements that will be administered by the County Sheriff's Office.

Summary of Homeland Security Grant Awards and Projects

	Grant Award	Sweetwater County Cost	TOTAL GRANT PROJECT
<p>(#1) 11-GPD-SWE-LC-HLE11 (Ends 3/31/2014) <u>Funding Purpose:</u> For Coroner's Office to support the state's strategy to address the identified planning, organization, equipment, training and exercise needs to prevent, protect against, respond to, and recover from acts of terrorism and other catastrophic events. <u>Proposed Use:</u> To purchase gurneys</p>	6,167.13	0	6,167.13
<p>(#2) 12-GPD-SWE-LC-HSG12 (Ends 5/31/2014) <u>Funding Purpose:</u> For Coroner's Office to support the development and sustainment of core capabilities that are essential for the execution of the mission areas in the National Preparedness Goal (Prevention, Protection, Mitigation, Response and Recovery). <u>Proposed Use:</u> To purchase gurneys</p>	2,505.00	0	2,505.00
<p>(#3) 12-GPD-SWE-SC-HSG12 (Ends 5/31/2014) <u>Funding Purpose:</u> For Sheriff's Office to support the development and sustainment of core capabilities that are essential for the execution of the mission areas in the National Preparedness Goal (Prevention, Protection, Mitigation, Response and Recovery). <u>Proposed Use:</u> To be determined; will be split as follows: RSPD \$19,287.91 (45%), GRPD \$13,287.23 (31%), and SCSO \$10,286.88 (24%)</p>	42,862.02	0	42,862.02
<p>(#4) 12-GPD-SWE-LS-HLE12 (Ends 5/31/2014) <u>Funding Purpose:</u> For Sheriff's Office to support the development and sustainment of core capabilities that are essential for the execution of the mission areas in the National Preparedness Goal (Prevention, Protection, Mitigation, Response and Recovery). <u>Proposed Use:</u> To be determined</p>	14,823.92	0	14,823.92
	\$66,358.07	\$0	\$66,358.07

Recommendation:

Staff recommends approval of the two grant agreements with identified projects; regarding the two remaining agreements, staff recommends approval with budget contingencies until an identified project use is approved by the County Commission.

Attachments:

1. Four Grant Agreements (11-GPD-SWE-LC-HLE11, 12-GPD-SWE-LC-HSG12, 12-GPD-SWE-SC-HSG12, and 12-GPD-SWE-LS-HLE12)

Requested Actions:

(1) Motion to approve, and have the Chairman sign, Homeland Security Grant Agreement 11-GPD-SWC-LC-HLE11.

(2) Motion to approve, and have the Chairman sign, Homeland Security Grant Agreement 12-GPD-SWC-LC-HSG12.

(3) Motion to approve, and have the Chairman sign, Homeland Security Grant Agreement 12-GPD-SWC-SC-HSG12, with the contingency that no funding be budgeted until an identified project use is approved by the County Commission.

(4) Motion to approve, and have the Chairman sign, Homeland Security Grant Agreement 12-GPD-SWC-LS-HLE12, with the contingency that no funding be budgeted until an identified project use is approved by the County Commission.

CBS
1/20/12

Matthew H. Mead
Governor



Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017
Website: www.wyohomelandsecurity.state.wy.us
Herschler Bldg., First Floor East, 122 W. 25th St., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron
Director

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Grant Program (SHSP) Fiscal Year 2011, Law Enforcement and Terrorism Prevention-oriented Activities, (LETPA)

Political Subdivision:	Sweetwater County
Award Amount:	\$6,167.13
Award Period:	September 1, 2011 through March 31, 2014
CFDA #:	97.067
DHS Grant Code:	EMW-2011-SS-0142-S01
Project ID:	11-GPD-SWE-LC-HLE11

- Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is Herschler Bldg, 1st Floor East, 122 West 25th Street, Cheyenne, WY 82002-0001 [Homeland Security] and **Sweetwater County**, whose mailing address 80 West Flaming Gorge Way Ste 109, Rock Springs, WY 82901 [Subrecipient] on behalf of the Sweetwater County Coroner's Office.
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
- Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2011 U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Homeland Security Grant Program (HSGP), as authorized by the Department of Homeland Security Appropriations Act of 2007, subject to the provisions of Public Law 108-7 (February 20, 2003).
- Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from August 1, 2011 through March 31, 2014. The total amount of this Grant is \$6,167.13.

WOHS
Original Document

5. **Federal Grant References:** The Fiscal Year 2011 HSGP Program Guidelines [Program Guidelines] can be found at www.fema.gov, or www.wyohomelandsecurity.state.wy.us.

6. **Purpose of Grant Award:** The State Homeland Security Program (SHSP) supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the *National Preparedness Guidelines*, the *National Incident Management System* (NIMS), the *National Response Framework* (NRF) the *National Strategy for Information Sharing*, and the *National Infrastructure Protection Plan* (NIPP).

Law Enforcement Terrorism Prevention-oriented Activities (LETPA) funds are dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed \$6,167.13 (six thousand one hundred sixty seven dollars and thirteen cents). No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Payment Request Form, provided the expenditures comply with the FY2011 Program Guidelines, the authorized expenditures listed in Appendix A of the Program Guidelines, and all applicable federal and state laws.

8. **Responsibilities of Subrecipient:** Subrecipient agrees to and acknowledges the following limitations and special conditions:

a. Subrecipient must be familiar with all the requirements and restrictions of the Program Guidance, including:

(1). Subrecipient must be familiar with the 2011 HSGP objectives and priorities identified in the FY 2011 Homeland Security Grant Program guidance which can be found at www.fema.gov, or www.wyohomelandsecurity.state.wy.us.

(2) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Homeland Security Grant Program (HSGP) Guidance and Application Kit. Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2011 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Program Guidelines unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.

(3) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security (DHS), Office for Domestic Preparedness (ODP), Fiscal Year 2011 Homeland Security Exercise and Evaluation Program (HSEEP) guidance.

- (4) Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Grant Operations Financial Management Guide.
- (5) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
- (6) Subrecipient further agrees to comply with the standards put forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
- (7) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in OMB Circular A-102. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds.
- (8) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: **“Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security.”** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: “This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS.” Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and WOHS regarding any patent rights that arise from, or are purchased with, this Grant.
- (9) Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or GPD, and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
- (10) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.
- (11) The Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.

- (12) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Grants and Training.
 - (13) When implementing NPD-funded activities, the Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
 - (14) The Subrecipient may only fund Investments that were included in the FY 2011 Investment Justification that was submitted to DHS and evaluated through the peer review process.
 - (15) Subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System).
 - (16) Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." Failure of the Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- b. This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
 - c. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
 - d. As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5) and the Program Guidelines, Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the NRP and the NIMS implementation guidelines. If applicable, Subrecipient shall ensure that EMPG strategic goals, objectives, operational capabilities, and resource requirements adequately incorporate and reflect the State Homeland Security Strategy. Subrecipient must coordinate EMPG program strategic

goals and objectives with State Operational Plans and Procedures.

- e. State, local, and tribal entities shall be fully compliant with NIMS (National Incident Management) by the end of FY 2006 (September 30, 2006). Entities will be required to meet the FY 2009 NIMS implementation requirements as a condition of receiving federal preparedness funding assistance in FY 2009.
- f. State Initiatives focus on building and sustaining programs and capabilities within and across state boundaries, while aligning with the Goal and National Priorities. Capabilities should be strategically located to maximize the return on preparedness investments, and all available funding sources (federal, state, local, and private) should contribute to building and sustaining these capabilities. Grant funds shall be expended on any or all of the following FY 2011 State Initiatives:
 - (1) WYOLINK Interoperability Initiative
 - (2) Wyoming Community Preparedness/Citizen Corp Program
 - (3) Regional Response Teams
 - (4) Wyoming Improvised Explosive Detection and Response
 - (5) Wyoming Critical Infrastructure Protection/Geospatial Initiative
- g. Subrecipient's quarterly progress reports through March 31, June 30, September 30, and December 31 must be submitted to the Wyoming Office of Homeland Security by April 10, July 10, October 10, and January 10, respectively. Quarterly reports will cover all items listed in the Program Guidelines on page 6. Quarterly report forms will be located on the WOHS website at: <http://wyohomelandsecurity.state.wy.us>

9. **Responsibilities of Homeland Security:**

- a. Homeland Security will be available to provide necessary and feasible technical advice, which may be reasonably required by Subrecipient.
- b. Homeland Security will pay Subrecipient as stated in paragraph 7 above.
- c. Homeland Security shall notify Subrecipient of any state or federal determination of noncompliance. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- d. Homeland Security shall notify Subrecipient at the earliest possible time of the services, which may be affected by a shortage of funds.
- e. Homeland Security shall notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

10. **Special Provisions:**

- a. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements.
- b. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (2 CFR § Part 225).
- c. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549, Debarment and Suspension and CFR 44 § Part 17 or are on the disbarred vendors list at www.epls.gov.
- d. **Disadvantaged Business Requirement:** To the extent Subrecipients use ~~contractors~~ ^{WOHS} or

- subcontractors, such subrecipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- e. **Drug-Free Workplace:** The Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented at 44 CFR § Part 17, Subpart F.
- f. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per A-97, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
- g. **Environmental and Historic Preservation Requirements:** Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the State or FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of the State and FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction and notify the State and FEMA and the appropriate State Historic Preservation Office. **Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.** Additional information can be found at <http://ojp.usdoj.gov/odp/docs/info271.pdf> and <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm>.
- h. **Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- i. **Freedom of Information Act:** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to

requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult State and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.

- j. **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:
 - (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or subawards under the award.
- k. **Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes. Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.
- l. **Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- m. **Limitations on Lobbying Activities:** By signing this agreement, Subrecipient agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by Subrecipient in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. Further, Subrecipient may not use any federal funds, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
- n. **Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, subrecipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at www.lep.gov.
- o. **Monitoring Activities:** Homeland Security shall have the right to monitor all Grant related activities of Subrecipient. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Subrecipient personnel in every phase of performance of Grant related work.
- p. **National Preparedness Reporting Compliance:** Subrecipients must agree to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector

- General, or the Government Accountability Office.
- q. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
 - r. **Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.
 - s. **Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will 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.
 - t. **Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
 - u. **Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Wyoming Office of Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
 - v. **Technology Requirements:**
 - (a) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.
 - (b) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.
 - (c) Subrecipients are encouraged to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.

11. General Provisions:

- a. **Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- b. **Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- c. **Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- d. **Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this

obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Homeland Security to terminate this Grant to acquire similar services from another party.

- e. **Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- f. **Compliance with Law:** The Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- g. **Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- h. **Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- i. **Entirety of Grant:** This Grant, consisting of eleven (11) pages plus Attachment One, Point-of-Contact Information Form, consisting of one (1) page; which is attached and incorporation herein; represent the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- 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. **Force Majeure:** Neither party shall be liable for failure to perform under this Grant 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- l. **Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- m. **Independent Subrecipient:** Subrecipient shall function as an independent contractor for the purposes of this Grant, and Subrecipient or its agents and/or employees shall not be considered employees of the State of Wyoming for any purpose. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Grant, and shall be solely responsible for the payment of all Federal, State and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing Subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or Homeland Security, or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. Subrecipient agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or its agents and/or employees.

- as a result of this Grant.
- n. **Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent State statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
 - o. **Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail, facsimile, e-mail, or delivery in person.
 - p. **Patent or Copyright Protection:** 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 Subrecipient will violate any such restriction.
 - q. **Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, 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. § 9-2-1016(b)(iv)(D).
 - r. **Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
 - s. **Sovereign Immunity:** The State of Wyoming and Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law. Subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
 - t. **Taxes:** 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.
 - u. **Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.
 - v. **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 Grant shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.
 - w. **Time is of the Essence:** Time is of the essence in all provisions of this Grant.
 - x. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
 - y. **Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach.

“THIS SPACE INTENTIONALLY LEFT BLANK”

12. Signature: By signing this Grant, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Grant and that they have the authority to sign it.

The effective date of this Grant is the date of the signature last affixed to this page.

HOMELAND SECURITY

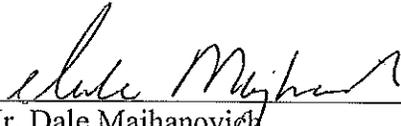
Guy Cameron, Director

Date

SWEETWATER COUNTY

Mr. Wally Johnson
County Commission, Chair

Date



Mr. Dale Majhanovich
Coroner

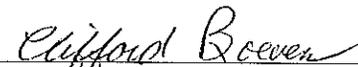
12-20-11

Date

Attested by: County Clerk

Date

Approved as to Form:



Clifford Beever
City/County Attorney

12/6/12

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



S. Jane Caton, Senior Assistant Attorney General

12-1-11

Date

Attachments:

1. Point of Contact Information Form.



Point-of-Contact Information Form:

Date Submitted: 12/21/11

Return to: Wyoming Office of Homeland Security
 Attn: Robin Benitz/Lynn Budd
 Fax: (307) 635-6017
 Herschler Building, 1st Floor East
 122 W. 25th Street
 Cheyenne WY, 82002

Jurisdiction:	Sweetwater County							
Change from Previous:	Yes				No		X	
Grant Responsibility	SHSP		CCP		LETPA:	Sheriff		Coroner
Name:	KAREN FRENCH							
Title:	ADMINISTRATIVE ASSISTANT							
Address:	731 C ST., SUITE 234							
Address:	ROCK SPRINGS							
City:	ROCK SPRINGS, WY							
ZIP:	82901							
E-Mail:	frenchk@sweet.wy.us							
Work Phone:	307-922-5316							
Cell Phone:	N/A							
Fax:	307-922-5483							



THE STATE OF WYOMING

Office of Homeland Security

MATTHEW H. MEAD
Governor

RECEIVED

DEC 21 2011

Telephone (307) 777-Home (4663)
Fax (307) 635-6017

SWEETWATER COUNTY
COMMISSIONER'S OFFICE

December 16, 2011

Herschler Bldg., First Floor East, 122 W. 25th St., Cheyenne, Wyoming 82002

COPIES TO:

Sweetwater County
Sheriff Rick Haskell
731 C St., Ste. 234
Rock Springs WY 82901

WJ
Kristina Marchini - original

Dear Sheriff Haskell:

I am pleased to forward to Sweetwater County the grant award for the U.S. Department of Homeland Security (DHS), State Homeland Security Grant Program (SHGP), Law Enforcement and Terrorism Prevention-oriented Activities (LETPA) grant for FFY 2011. For this federal fiscal year, the State Homeland Security Program supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the *National Preparedness Guidelines*, the *National Incident Management System (NIMS)*, the *National Response Framework (NRF)* the *National Strategy for Information Sharing*, and the *National Infrastructure Protection Plan (NIPP)*.

The FFY 2011 statewide initiatives are as follows:

- (1) WYOLINK Interoperability Initiative
- (2) Wyoming Community Preparedness/Citizen Corp Program
- (3) Regional Emergency Response Teams
- (4) Wyoming Improvised Explosive Detection and Response
- (5) Wyoming Critical Infrastructure Protection/Geospatial Initiative

The overall Homeland Security Strategies, as well as the statewide initiatives, must be considered in the expenditure of grant funds for FFY 2011.

Any concerns regarding our initiatives of the governmental requirements can be directed to your respective county coordinator or the Wyoming Office of Homeland Security at 307-777-4916.

Sincerely,


Guy Cameron
Director

GC:rb

Cc: County Coordinator
County Commission Chair



Matthew H. Mead
Governor

Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017
Website: www.wyohomelandsecurity.state.wy.us
5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron
Director

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Grant Program (SHSP) Fiscal Year 2012, Law Enforcement and Terrorism Prevention-oriented Activities, (LETPA)

Political Subdivision:	Sweetwater County
Award Amount:	\$2,505.00
Award Period:	September 1, 2012 through May 31, 2014
CFDA #:	97.067
DHS Grant Code:	EMW-2012-SS-00151-S01
Project ID:	12-GPD-SWE-LC-HSG12

1. **Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is 5500 Bishop Blvd, Cheyenne, WY 82002 [Homeland Security] and **Sweetwater County**, whose mailing address is Sweetwater County, 421 B Street, Rock Springs, WY, 82901 [Subrecipient] on behalf of the **Sweetwater County Coroner's office**.
2. **Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
3. **Funding Authority:** The funds Homeland Security will distribute to subrecipients are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2012 U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Homeland Security Grant Program (HSGP), as authorized by Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended by the 9/11 Act, for the State Homeland Security Program (SHSP) and the *Consolidated Appropriations Act, 2012, Division D* (Public Law 112-74).
4. **Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from September 1, 2012 through May 31, 2014. The total amount of this Grant is **\$2,505.00**.

WOHS
Original Document

5. **Federal Grant References:** The Fiscal Year 2012 HSGP Program Funding Opportunity Announcement (FOA) can be found at www.fema.gov, or www.wyohomelandsecurity.state.wy.us.
6. **Purpose of Grant Award:** The FY 2012 Homeland Security Grant Program (HSGP) plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined the *National Preparedness Goal* (NPG). The development and sustainment of these core capabilities are not exclusive to any single level of government or organization but rather require the combined effort of the whole community. The FY 2012 HSGP supports all core capabilities in the Prevention, Protection, Mitigation, Response, and Recovery mission areas based on allowable costs. The FY 2012 HSGP Funding Opportunity announcement identifies three program specific priorities:
- Priority One: Implementation of Presidential Policy Directive 8 (PPD-8) and the Whole Community Approach to Security and Emergency Management
 - Completion of the Threat Hazard Identification and Risk Assessment (THIRA) on the State level
 - Develop and maintain viable all-hazards, all-threats emergency operations plans (EOPs) by engaging the whole community
 - Typing of equipment and training to facilitate the dispatch, deployment, and recovery of resources before, during and after an incident
 - Sustaining core capabilities within the National Preparedness Goal (NPG) that were funded by past HSGP funding cycles to include training personnel and lifecycle replacement of equipment
 - Priority Two: Building and Sustaining Law Enforcement Terrorism Prevention Capabilities. **Law Enforcement Terrorism Prevention-oriented Activities (LETPA)** funds are dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities. These activities include the following objectives:
 - Maturation of information sharing and analysis, target hardening, threat recognition, and terrorist interdiction
 - Implementation of the Nationwide Suspicious Activity Reporting (SAR) Initiative (NSI)
 - Implementation of the “If You See Something, Say Something” campaign
 - Training for countering violent extremism; development, implementation, and/or expansion of programs to engage communities to prevent radicalization to violence
 - Increase physical security, via law enforcement personnel and other protective measures by implementing preventive and protective measures related to at-risk non-profit organizations
 - Priority Three: Maturation and Enhancement of State and Major Urban Area Fusion Centers
 - One of the Department of Homeland Security’s highest priorities in FY 2012 remains support for recognized State and major Urban Area fusion centers and the maturation of the Information Sharing Environment (ISE)
7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed **\$2,505.00 (two thousand five hundred five dollars and zero cents)**. No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form and Expense Claim Form provided the expenditures comply with the FY2012 Funding Opportunity Announcement (FOA), the Authorized Equipment list

found at <https://www.rkb.us>, and all applicable federal and state laws.

8. **Responsibilities of Subrecipient:** Subrecipient agrees to and acknowledges the following limitations and special conditions:

- a. Subrecipient must be familiar with all the requirements and restrictions of the Homeland Security Grant Program, including:
- (1) Subrecipient must be familiar with the 2012 HSGP objectives and priorities identified in the FY 2012 Homeland Security Grant Funding Opportunity Announcement and the State Initiatives which can be found at www.wyohomelandsecurity.state.wy.us.
 - (2) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 Homeland Security Grant Program Funding Opportunity Announcement (FOA). Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2012 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
 - (3) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security (DHS), Office for Domestic Preparedness (ODP), Fiscal Year 2012 Homeland Security Exercise and Evaluation Program (HSEEP) guidance. An HSEEP Fact Sheet can be found at <https://hseep.dhs.gov/support/HSEEP%20Revision%20Fact%20Sheet%20041612.pdf>
 - (4) Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Grant Operations Financial Management Guide.
 - (5) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
 - (6) Subrecipient further agrees to comply with the standards put forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
 - (7) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in OMB Circular A-102. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds.
 - (8) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently

marked as follows: **“Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security.”** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **“This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS.”** Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and WOHS regarding any patent rights that arise from, or are purchased with, this Grant.

- (10) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.
- (11) Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.
- (12) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Grants and Training.
- (13) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
- (14) Subrecipient may only fund Investments that were included in the FY 2012 Investment Justification (State Initiatives) that were submitted to DHS. Descriptions of the 2012 State Initiatives can be found at www.wyohomelandsecurity.state.wy.us.
- (16) Subrecipient shall comply with all applicable “Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).” **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications

towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

- b. This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
- c. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
- d. As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of Domestic Incidents*, the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and the National Incident Management System (NIMS) implementation guidelines.
- e. State Initiatives focus on building and sustaining programs and capabilities within and across state boundaries, while aligning with the National Preparedness Goal and National Priorities. Capabilities should be strategically located to maximize the return on preparedness investments, and all available funding sources (federal, state, local, and private) should contribute to building and sustaining these capabilities. Grant funds shall be expended on any or all of the following FY 2012 State Initiatives:
 - (1) WyoLink Interoperability Initiative
 - (2) Community Resilience
 - (3) Regional Response Teams
 - (4) Wyoming Improvised Explosive Device (IED) Protection and Response
 - (5) Wyoming Critical Infrastructure Protection/Geospatial Initiative
 - (6) Information Sharing
 - (7) Wyoming Threat and Hazard Identification
- f. Subrecipient's quarterly progress reports through March 31, June 30, September 30, and December 31 must be submitted to the Wyoming Office of Homeland Security by April 10, July 10, October 10, and January 10, respectively. Quarterly reports will include:
 - (1) The number of people trained in a given capability to support a reported number defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 USAR Teams)
 - (2) The total number of a defined type of resource and capabilities built utilizing the resources of this grant
 - (3) What equipment was purchased and what typed capability it supports Quarterly report forms are located on the Homeland Security website:
<http://wyohomelandsecurity.state.wy.us>

9. **Responsibilities of Homeland Security:**

- a. Homeland Security will be available to provide necessary and feasible technical advice, which

- may be reasonably required by Subrecipient.
- b. Homeland Security will pay Subrecipient as stated in paragraph 7 above.
 - c. Homeland Security shall notify Subrecipient of any state or federal determination of noncompliance. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
 - d. Homeland Security shall notify Subrecipient at the earliest possible time of the services, which may be affected by a shortage of funds.
 - e. Homeland Security shall notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

10. **Special Provisions:**

- a. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements.
- b. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (2 CFR § Part 225).
- c. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549, Debarment and Suspension and CFR 44 § Part 17 or are on the disbarred vendors list at www.epls.gov.
- d. **Disadvantaged Business Requirement:** To the extent subrecipients use contractors or subcontractors, such subrecipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- e. **Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented at 44 CFR § Part 17, Subpart F.
- f. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
- g. **Environmental and Historic Preservation Requirements:** Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the State or FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of the State and FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will

immediately cease construction and notify the Wyoming Office of Homeland Security, FEMA and the appropriate State Historic Preservation Office. **Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.** Additional information can be found at <http://ojp.usdoj.gov/odp/docs/info271.pdf> and <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm>.

- h. **Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- i. **Freedom of Information Act:** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.
- j. **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:
- (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or subawards under the award.
- k. **Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes. Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.
- l. **Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- m. **Limitations on Lobbying Activities:** By signing this agreement, Subrecipient agrees that, in

accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by Subrecipient in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. Further, Subrecipient may not use any federal funds, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

- n. **Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, subrecipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at www.lep.gov.
- o. **Monitoring Activities:** Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or Grant Program Directorate (GPD), and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
- p. **National Preparedness Reporting Compliance:** Subrecipients must agree to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability Office.
- q. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- r. **Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.
- s. **Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will 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.
- t. **Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
- u. **Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Wyoming Office of Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
- v. **Technology Requirements:**
 - (a) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM)

specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.

- (b) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.
- (c) Subrecipients are encouraged to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.

11. General Provisions:

- a. **Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- b. **Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- c. **Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- d. **Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Homeland Security to terminate this Grant to acquire similar services from another party.
- e. **Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- f. **Compliance with Law:** Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- g. **Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- h. **Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- i. **Entirety of Grant:** This Grant, consisting of twelve (12) pages plus Attachment One, Point-of-Contact Information Form, consisting of one (1) page; which is attached and incorporation herein; represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- 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.
- k. **Force Majeure:** Neither party shall be liable for failure to perform under this Grant 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
 - l. **Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
 - m. **Independent Subrecipient:** Subrecipient shall function as an independent contractor for the purposes of this Grant, and Subrecipient or its agents and/or employees shall not be considered employees of the State of Wyoming for any purpose. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Grant, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing Subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or Homeland Security, or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. Subrecipient agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or its agents and/or employees as a result of this Grant.
 - n. **Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
 - o. **Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail, facsimile, e-mail, or delivery in person.
 - p. **Patent or Copyright Protection:** 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 Subrecipient will violate any such restriction.
 - q. **Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Wyoming 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. § 9-2-1016(b)(iv)(D).
 - r. **Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
 - s. **Sovereign Immunity:** The State of Wyoming and Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
 - t. **Taxes:** 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.

- u. **Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.
- v. **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 Grant shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.
- w. **Time is of the Essence:** Time is of the essence in all provisions of this Grant.
- x. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
- y. **Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach.

12. **Signature:** By signing this Grant, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Grant and that they have the authority to sign it.

The effective date of this Grant is the date of the signature last affixed to this page.

HOMELAND SECURITY

Guy Cameron, Director _____
Date

SWEETWATER COUNTY

Mr. Wally Johnson _____
Date
Chair, Sweetwater County Commission

Mr. Dale Majhanovich _____
Date
Sweetwater County Coroner

Attested by: County Clerk _____
Date

Approved as to Form:

Clifford Roever

County Attorney *12/5/2012*

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton #94218

S. Jane Caton, Senior Assistant Attorney General *10-22-12*

Date

Attachments:

1. Point of Contact Information Form.
2. Summary of Initiatives

WOHS
Original Document



Point-of-Contact Information Form:

Date Submitted:

Return to:

**Wyoming Office of Homeland Security
 Attn: Lynn Budd
 Fax: (307) 635-6017
 E-mail: lynn.budd@wyo.gov
 5500 Bishop Blvd
 Cheyenne WY, 82002**

Jurisdiction:	Sweetwater County Coroner							
Change from Previous:	Yes				No		X	
Grant Responsibility	SHSP		CCP		LETPA:	Sheriff		Coroner X
Name:	Karen French							
Title:	Administrative Assistant							
Address:	731 C St., Suite 234							
Address:								
City:	Rock Springs, WY							
ZIP:	82901							
E-Mail:	frenchk @sweet.wy.us							
Work Phone:	307-922-5316							
Cell Phone:								
Fax:	307-922-5483							



MATTHEW H. MEAD
Governor

THE STATE OF WYOMING

Office of Homeland Security

October 30, 2012

Telephone (307) 777-Home (4663)
Fax (307) 635-6017
5500 Bishop Boulevard, Cheyenne, Wyoming 82009

Sheriff Rich Haskell
Sweetwater County Sheriff
80 West Flaming Gorge Way Ste 109
Green River, WY 82935

Dear Sheriff Haskell,

I am pleased to forward to the Sweetwater County Sheriff the grant award for the U.S. Department of Homeland Security (DHS) State Homeland Security Grant Program (SHGP), Law Enforcement Terrorism Prevention Activities (LETPA) grant for FFY 2012.

All 50 States, the District of Columbia, and Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the Homeland Security Act of 2002, as amended by the 9/11 Act, for SHSP. For FY 2012, the overall funding has been reduced by 45% from FY 2011. The states must then pass-through 80% of the funding received to the local jurisdictions, while allocating 25% to Law Enforcement Terrorism Prevention Activities (LETPA).

The FY 2012 Homeland Security Grant Program (HSGP) plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the *National Preparedness Goal* (NPG). The development and sustainment of these core capabilities are not exclusive to any single level of government or organization, but rather require the combined effort of the whole community. The FY 2012 HSGP supports all core capabilities in the Prevention, Protection, Mitigation, Response, and Recovery mission areas based on allowable costs.

For FY 2012 the statewide initiatives are as follows:

1. WyoLink Interoperability
2. Community Resilience
3. Regional Emergency Response Teams (RERTs)
4. Improvised Explosive Device (IED) Protection and Response
5. Critical Infrastructure Protection/Geospatial
6. Information Sharing
7. Threat and Hazard Identification (THIRA)

All of your SHSP/LETPA expenditures must be applicable to the three priorities identified in the FY 2012 Funding Opportunity Announcement and the statewide initiatives. A summary of these initiatives can be found on our website <http://wyohomelandsecurity.state.wy.us/grants.aspx>.

However, as a subrecipient under the LETPA portion of the grant, you will not be applying expenses to initiatives 3 (RERTs) or 7 (THIRA). Subrecipient THIRAs will NOT be a requirement for the FY 2012 grants. The Wyoming Office of Homeland Security will be completing a statewide THIRA for submission to the Grants Program Directorate by the end of 2012. This will meet the qualifications to receive Homeland Security grant funding for FY 2012.



MATTHEW H. MEAD
Governor

THE STATE OF WYOMING

Office of Homeland Security

Telephone (307) 777-Home (4663)

Fax (307) 635-6017

5500 Bishop Boulevard, Cheyenne, Wyoming 82009

October 30, 2012

Mr. Wally Johnson, Chair
Sweetwater County Commission
80 West Flaming Gorge Way Ste 109
Green River WY 82935

Dear Chairperson Johnson:

I am pleased to forward to the Sweetwater County Coroner, the grant award for the U.S. Department of Homeland Security (DHS), State Homeland Security Grant Program (SHGP) for FY 2012.

All 50 States, the District of Columbia, and Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the Homeland Security Act of 2002, as amended by the 9/11 Act, for SHSP. For FY 2012, the overall funding has been reduced by 45% from FY 2011. The states must then pass-through 80% of the funding received to the local jurisdictions, while allocating 25% to Law Enforcement Terrorism Prevention Activities (LETPA).

Historically, because the Coroners are P.O.S.T. certified officers, their funding has come from the LETPA portion of the grant. In an effort to most efficiently utilize our limited funding, the decision has been made to award the coroner grants out of the main portion of the State Homeland Security Grant. This will allow the coroners to purchase more appropriate equipment and better utilize their grants. However, this will also require some additional attention when making purchases and submitting them for reimbursement. **Grants awarded in 2010 and 2011 will remain under the guidelines for LETPA funding, while the grants awarded for 2012 will have the greater flexibility of the SHSP funding.** Please make sure to refer to the Responder Knowledge Base (RKB) prior to making purchase to ensure allowability under a particular grant.

The FY 2012 Homeland Security Grant Program (HSGP) plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the *National Preparedness Goal* (NPG). The development and sustainment of these core capabilities are not exclusive to any single level of government or organization, but rather require the combined effort of the whole community. The FY 2012 HSGP supports all core capabilities in the Prevention, Protection, Mitigation, Response, and Recovery mission areas based on allowable costs.

The FFY 2012 statewide initiatives are as follows:

- (1) WYOLINK Interoperability Initiative
- (2) Community Resilience
- (3) Regional Emergency Response Teams
- (4) Wyoming Improvised Explosive Device (IED) Protection and Response
- (5) Wyoming Critical Infrastructure Protection/Geospatial Initiative
- (6) Information Sharing
- (7) Wyoming Threat and Hazard Identification (THIRA)

All of your SHSP expenditures must be applicable to the three priorities identified in the FY 2012 Funding Opportunity Announcement and the statewide initiatives. A summary of these initiatives can be found on our website <http://wyohomelandsecurity.state.wy.us/grants.aspx>.

However, as a subrecipient of the grant, you will not be applying expenses to initiatives 3 (RERTs) or 7 (THIRA). Subrecipient THIRAs will **NOT** be a requirement for the FY 2012 grants. The Wyoming Office of Homeland Security will be completing a statewide THIRA for submission to the Grants Program Directorate by the end of 2012. This will meet the qualifications to receive Homeland Security grant funding for FY 2012.

I encourage you to thoroughly review the enclosed Grant Award Agreement (GAA), as many areas have changed for FY 2012. We especially encourage you to review the section regarding the requirements for projects needing an Environmental and Historic Preservation (EHP) Review:

Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

Any concerns regarding our initiatives or the governmental requirements can be directed to your respective county coordinator. You may also contact Lynn Budd, (307) 777-4917, lynn.budd@wyo.gov, at the Wyoming Office of Homeland Security.

Sincerely,


Guy Cameron
Director

Enclosures: Grant Award Agreement (GAA), Point of Contact Form

Cc: County Coroner, County Coordinator

GC:lb



Matthew H. Mead
Governor

Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017
Website: www.wyohomelandsecurity.state.wy.us
5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron
Director

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Grant Program (SHSP) Fiscal Year 2012

Political Subdivision:	Sweetwater County
Award Amount:	\$42,862.02
Award Period:	September 1, 2012 through May 31, 2014
CFDA #:	97.067
DHS Grant Code:	EMW-2012-SS-0151-S01
Project ID:	12-GPD-SWE-SC-HSG12

- Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is 5500 Bishop Blvd, Cheyenne, WY 82002 [Homeland Security] and **Sweetwater County**, whose mailing address is 80 West Flaming Gorge Way Ste 109, Green River, WY, 82935 [Subrecipient].
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
- Funding Authority:** The funds Homeland Security will distribute to subrecipients are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2012 U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Homeland Security Grant Program (HSGP), as authorized by Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended by the 9/11 Act, for the State Homeland Security Program (SHSP) and the *Consolidated Appropriations Act, 2012, Division D* (Public Law 112-74).
- Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from September 1, 2012 through May 31, 2014. The total amount of this Grant is **\$42,862.02**.

WOPS
Original Document

5. **Federal Grant References:** The Fiscal Year 2012 HSGP Program Funding Opportunity Announcement (FOA) can be found at www.fema.gov, or www.wyohomelandsecurity.state.wy.us.
6. **Purpose of Grant Award:** The FY 2012 Homeland Security Grant Program (HSGP) plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined the *National Preparedness Goal* (NPG). The development and sustainment of these core capabilities are not exclusive to any single level of government or organization but rather require the combined effort of the whole community. The FY 2012 HSGP supports all core capabilities in the Prevention, Protection, Mitigation, Response, and Recovery mission areas based on allowable costs. The FY 2012 HSGP Funding Opportunity announcement identifies three program specific priorities:
- Priority One: Implementation of Presidential Policy Directive 8 (PPD-8) and the Whole Community Approach to Security and Emergency Management
 - Completion of the Threat Hazard Identification and Risk Assessment (THIRA) on the State level
 - Develop and maintain viable all-hazards, all-threats emergency operations plans (EOPs) by engaging the whole community
 - Typing of equipment and training to facilitate the dispatch, deployment, and recovery of resources before, during and after an incident
 - Sustaining core capabilities within the National Preparedness Goal (NPG) that were funded by past HSGP funding cycles to include training personnel and lifecycle replacement of equipment
 - Priority Two: Building and Sustaining Law Enforcement Terrorism Prevention Capabilities. **Law Enforcement Terrorism Prevention-oriented Activities (LETPA)** funds are dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities. These activities include the following objectives:
 - Maturation of information sharing and analysis, target hardening, threat recognition, and terrorist interdiction
 - Implementation of the Nationwide Suspicious Activity Reporting (SAR) Initiative (NSI)
 - Implementation of the “If You See Something, Say Something” campaign
 - Training for countering violent extremism; development, implementation, and/or expansion of programs to engage communities to prevent radicalization to violence
 - Increase physical security, via law enforcement personnel and other protective measures by implementing preventive and protective measures related to at-risk non-profit organizations
 - Priority Three: Maturation and Enhancement of State and Major Urban Area Fusion Centers
 - One of the Department of Homeland Security’s highest priorities in FY 2012 remains support for recognized State and major Urban Area fusion centers and the maturation of the Information Sharing Environment (ISE)
7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed **\$42,862.02 (forty two thousand eight hundred sixty two dollars and two cents)**. No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form and Expense Claim Form provided the expenditures comply with the FY2012 Funding Opportunity Announcement (FOA), the Authorized

Equipment list found at <https://www.rkb.us>, and all applicable federal and state laws.

8. **Responsibilities of Subrecipient:** Subrecipient agrees to and acknowledges the following limitations and special conditions:

- a. Subrecipient must be familiar with all the requirements and restrictions of the Homeland Security Grant Program, including:
- (1) Subrecipient must be familiar with the 2012 HSGP objectives and priorities identified in the FY 2012 Homeland Security Grant Funding Opportunity Announcement and the State Initiatives which can be found at www.wyohomelandsecurity.state.wy.us.
 - (2) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 Homeland Security Grant Program Funding Opportunity Announcement (FOA). Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2012 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
 - (3) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security (DHS), Office for Domestic Preparedness (ODP), Fiscal Year 2012 Homeland Security Exercise and Evaluation Program (HSEEP) guidance. An HSEEP Fact Sheet can be found at <https://hseep.dhs.gov/support/HSEEP%20Revision%20Fact%20Sheet%20041612.pdf>
 - (4) Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Grant Operations Financial Management Guide.
 - (5) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
 - (6) Subrecipient further agrees to comply with the standards put forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
 - (7) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in OMB Circular A-102. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds.
 - (8) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be promptly

marked as follows: **“Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security.”** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **“This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS.”** Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and WOHS regarding any patent rights that arise from, or are purchased with, this Grant.

- (10) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.
- (11) Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.
- (12) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Grants and Training.
- (13) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
- (14) Subrecipient may only fund Investments that were included in the FY 2012 Investment Justification (State Initiatives) that were submitted to DHS. Descriptions of the 2012 State Initiatives can be found at www.wyohomelandsecurity.state.wy.us.
- (16) Subrecipient shall comply with all applicable “Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).” **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications

towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

- b. This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
- c. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
- d. As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of Domestic Incidents*, the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and the National Incident Management System (NIMS) implementation guidelines.
- e. State Initiatives focus on building and sustaining programs and capabilities within and across state boundaries, while aligning with the National Preparedness Goal and National Priorities. Capabilities should be strategically located to maximize the return on preparedness investments, and all available funding sources (federal, state, local, and private) should contribute to building and sustaining these capabilities. Grant funds shall be expended on any or all of the following FY 2012 State Initiatives:
 - (1) WyoLink Interoperability Initiative
 - (2) Community Resilience
 - (3) Regional Response Teams
 - (4) Wyoming Improvised Explosive Device (IED) Protection and Response
 - (5) Wyoming Critical Infrastructure Protection/Geospatial Initiative
 - (6) Information Sharing
 - (7) Wyoming Threat and Hazard Identification
- f. Subrecipient's quarterly progress reports through March 31, June 30, September 30, and December 31 must be submitted to the Wyoming Office of Homeland Security by April 10, July 10, October 10, and January 10, respectively. Quarterly reports will include:
 - (1) The number of people trained in a given capability to support a reported number defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 USAR Teams)
 - (2) The total number of a defined type of resource and capabilities built utilizing the resources of this grant
 - (3) What equipment was purchased and what typed capability it supports Quarterly report forms are located on the Homeland Security website:
<http://wyohomelandsecurity.state.wy.us>

9. **Responsibilities of Homeland Security:**

- a. Homeland Security will be available to provide necessary and feasible technical advice, which

- may be reasonably required by Subrecipient.
- b. Homeland Security will pay Subrecipient as stated in paragraph 7 above.
- c. Homeland Security shall notify Subrecipient of any state or federal determination of noncompliance. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- d. Homeland Security shall notify Subrecipient at the earliest possible time of the services, which may be affected by a shortage of funds.
- e. Homeland Security shall notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

10. **Special Provisions:**

- a. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements.
- b. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (2 CFR § Part 225).
- c. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549, Debarment and Suspension and CFR 44 § Part 17 or are on the disbarred vendors list at www.epls.gov.
- d. **Disadvantaged Business Requirement:** To the extent subrecipients use contractors or subcontractors, such subrecipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- e. **Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented at 44 CFR § Part 17, Subpart F.
- f. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
- g. **Environmental and Historic Preservation Requirements:** Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the State or FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of the State and FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will

immediately cease construction and notify the Wyoming Office of Homeland Security, FEMA and the appropriate State Historic Preservation Office. **Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.** Additional information can be found at <http://ojp.usdoj.gov/odp/docs/info271.pdf> and <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm>.

- h. **Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- i. **Freedom of Information Act:** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.
- j. **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:
- (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or subawards under the award.
- k. **Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes. Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.
- l. **Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- m. **Limitations on Lobbying Activities:** By signing this agreement, Subrecipient agrees that, in

accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by Subrecipient in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. Further, Subrecipient may not use any federal funds, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

- n. **Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, subrecipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at www.lep.gov.
- o. **Monitoring Activities:** Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or Grant Program Directorate (GPD), and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
- p. **National Preparedness Reporting Compliance:** Subrecipients must agree to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability Office.
- q. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- r. **Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.
- s. **Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will 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.
- t. **Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
- u. **Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Wyoming Office of Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
- v. **Technology Requirements:**
 - (a) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM)

specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.

- (b) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.
- (c) Subrecipients are encouraged to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.

11. **General Provisions:**

- a. **Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- b. **Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- c. **Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- d. **Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Homeland Security to terminate this Grant to acquire similar services from another party.
- e. **Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- f. **Compliance with Law:** Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- g. **Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- h. **Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- i. **Entirety of Grant:** This Grant, consisting of twelve (12) pages plus Attachment One, Point-of-Contact Information Form, consisting of one (1) page; which is attached and incorporation herein; represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- 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.
- k. **Force Majeure:** Neither party shall be liable for failure to perform under this Grant 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- l. **Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- m. **Independent Subrecipient:** Subrecipient shall function as an independent contractor for the purposes of this Grant, and Subrecipient or its agents and/or employees shall not be considered employees of the State of Wyoming for any purpose. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Grant, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing Subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or Homeland Security, or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. Subrecipient agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or its agents and/or employees as a result of this Grant.
- n. **Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
- o. **Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail, facsimile, e-mail, or delivery in person.
- p. **Patent or Copyright Protection:** 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 Subrecipient will violate any such restriction.
- q. **Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Wyoming 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. § 9-2-1016(b)(iv)(D).
- r. **Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- s. **Sovereign Immunity:** The State of Wyoming and Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
- t. **Taxes:** 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.

- u. **Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.
- v. **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 Grant shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.
- w. **Time is of the Essence:** Time is of the essence in all provisions of this Grant.
- x. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
- y. **Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach.

12. Signature: By signing this Grant, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Grant and that they have the authority to sign it.

The effective date of this Grant is the date of the signature last affixed to this page.

HOMELAND SECURITY

Guy Cameron, Director

Date

SWEETWATER COUNTY

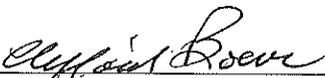
Mr. Wally Johnson
Chair, Sweetwater County Commission

Date

Attested by: County Clerk

Date

Approved as to Form:

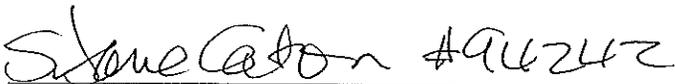


County Attorney



Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



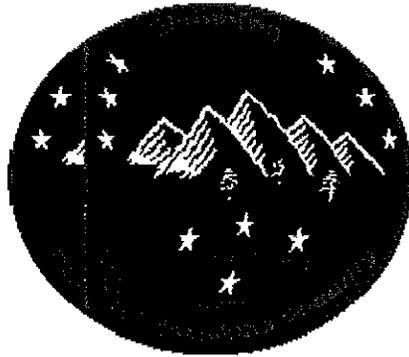
S. Jane Caton, Senior Assistant Attorney General



Date

Attachments:

1. Point of Contact Information Form.
2. Summary of Initiatives



Point-of-Contact Information Form:

Date Submitted:

Return to:

**Wyoming Office of Homeland Security
 Attn: Lynn Budd
 Fax: (307) 635-6017
 E-mail: lynn.budd@wyo.gov
 5500 Bishop Blvd
 Cheyenne WY, 82002**

Jurisdiction:	Sweetwater County Sheriff's Office							
Change from Previous:	Yes				No		X	
Grant Responsibility	SHSP		CCP		LETPA:	Sheriff	X	Coroner
Name:	Karen French							
Title:	Administrative Assistant							
Address:	731 C St., Suite 234							
Address:								
City:	Rock Springs, WY							
ZIP:	82901							
E-Mail:	frenchk@sweet.wy							
Work Phone:	307-922-5316							
Cell Phone:								
Fax:	307-922-5483							



MATTHEW H. MEAD
Governor

THE STATE OF WYOMING

Office of Homeland Security

Telephone (307) 777-Home (4663)

Fax (307) 635-6017

5500 Bishop Boulevard, Cheyenne, Wyoming 82009

October 30, 2012

Mr. Wally Johnson
Sweetwater County
80 West Flaming Gorge Way Ste 109
Green River WY 82935

Dear Chairperson Johnson:

I am pleased to forward to Sweetwater County the grant award for the U.S. Department of Homeland Security (DHS), State Homeland Security Grant Program (SHGP) for FY 2012.

All 50 States, the District of Columbia, and Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the Homeland Security Act of 2002, as amended by the 9/11 Act, for SHSP. For FY 2012, the overall funding has been reduced by 45% from FY 2011. The states must then pass-through 80% of the funding received to the local jurisdictions, while allocating 25% to Law Enforcement Terrorism Prevention Activities (LETPA).

The FY 2012 Homeland Security Grant Program (HSGP) plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the *National Preparedness Goal* (NPG). The development and sustainment of these core capabilities are not exclusive to any single level of government or organization, but rather require the combined effort of the whole community. The FY 2012 HSGP supports all core capabilities in the Prevention, Protection, Mitigation, Response, and Recovery mission areas based on allowable costs.

The FFY 2012 statewide initiatives are as follows:

- (1) WYOLINK Interoperability Initiative
- (2) Community Resilience
- (3) Regional Emergency Response Teams
- (4) Wyoming Improvised Explosive Device (IED) Protection and Response
- (5) Wyoming Critical Infrastructure Protection/Geospatial Initiative
- (6) Information Sharing
- (7) Wyoming Threat and Hazard Identification (THIRA)

All of your SHSP expenditures must be applicable to the three priorities identified in the FY 2012 Funding Opportunity Announcement and the statewide initiatives. A summary of these initiatives can be found on our website <http://wyohomelandsecurity.state.wy.us/grants.aspx>.

However, as a subrecipient of the grant, you will not be applying expenses to initiatives 3 (RERTs) or 7 (THIRA). Subrecipient THIRAs will NOT be a requirement for the FY 2012 grants. The Wyoming Office of Homeland Security

will be completing a statewide THIRA for submission to the Grants Program Directorate by the end of 2012. This will meet the qualifications to receive Homeland Security grant funding for FY 2012.

I encourage you to thoroughly review the enclosed Grant Award Agreement (GAA), as many areas have changed for FY 2012. I especially encourage you to review the section regarding the requirements for projects needing an Environmental and Historic Preservation (EHP) Review:

Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

Any concerns regarding our initiatives or the governmental requirements can be directed to your respective county coordinator. You may also contact Lynn Budd, (307) 777-4917, lynn.budd@wyo.gov, at the Wyoming Office of Homeland Security.

Sincerely,


Guy Cameron
Director

Enclosures : Grant Award Agreement (GAA), Point of Contact Form

Cc: County Coordinator

GC:lb



Matthew H. Mead
Governor

Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017
Website: www.wyohomelandsecurity.state.wy.us
5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron
Director

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Grant Program (SHSP) Fiscal Year 2012, Law Enforcement and Terrorism Prevention-oriented Activities, (LETPA)

Political Subdivision:	Sweetwater County
Award Amount:	\$14,823.92
Award Period:	September 1, 2012 through May 31, 2014
CFDA #:	97.067
DHS Grant Code:	EMW-2012-SS-00151-S01
Project ID:	12-GPD-SWE-LS-HLE12

- Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is 5500 Bishop Blvd, Cheyenne, WY 82002 [Homeland Security] and **Sweetwater County**, whose mailing address is 80 West Flaming Gorge Way Ste 109, Green River, WY, 82935 and is the financial administrator for the **Sweetwater County Sheriff's Office** [Subrecipient].
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
- Funding Authority:** The funds Homeland Security will distribute to subrecipients are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2012 U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Homeland Security Grant Program (HSGP), as authorized by Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended by the 9/11 Act, for the State Homeland Security Program (SHSP) and the *Consolidated Appropriations Act, 2012, Division D* (Public Law 112-74).
- Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from September 1,

2012 through May 31, 2014. The total amount of this Grant is \$14,823.92.

5. **Federal Grant References:** The Fiscal Year 2012 HSGP Program Funding Opportunity Announcement (FOA) can be found at www.fema.gov, or www.wyohomelandsecurity.state.wy.us.
6. **Purpose of Grant Award:** The FY 2012 Homeland Security Grant Program (HSGP) plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined the *National Preparedness Goal* (NPG). The development and sustainment of these core capabilities are not exclusive to any single level of government or organization but rather require the combined effort of the whole community. The FY 2012 HSGP supports all core capabilities in the Prevention, Protection, Mitigation, Response, and Recovery mission areas based on allowable costs. The FY 2012 HSGP Funding Opportunity announcement identifies three program specific priorities:
- Priority One: Implementation of Presidential Policy Directive 8 (PPD-8) and the Whole Community Approach to Security and Emergency Management
 - Completion of the Threat Hazard Identification and Risk Assessment (THIRA) on the State level
 - Develop and maintain viable all-hazards, all-threats emergency operations plans (EOPs) by engaging the whole community
 - Typing of equipment and training to facilitate the dispatch, deployment, and recovery of resources before, during and after an incident
 - Sustaining core capabilities within the National Preparedness Goal (NPG) that were funded by past HSGP funding cycles to include training personnel and lifecycle replacement of equipment
 - Priority Two: Building and Sustaining Law Enforcement Terrorism Prevention Capabilities. **Law Enforcement Terrorism Prevention-oriented Activities (LETPA)** funds are dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities. These activities include the following objectives:
 - Maturation of information sharing and analysis, target hardening, threat recognition, and terrorist interdiction
 - Implementation of the Nationwide Suspicious Activity Reporting (SAR) Initiative (NSI)
 - Implementation of the “If You See Something, Say Something” campaign
 - Training for countering violent extremism; development, implementation, and/or expansion of programs to engage communities to prevent radicalization to violence
 - Increase physical security, via law enforcement personnel and other protective measures by implementing preventive and protective measures related to at-risk non-profit organizations
 - Priority Three: Maturation and Enhancement of State and Major Urban Area Fusion Centers
 - One of the Department of Homeland Security’s highest priorities in FY 2012 remains support for recognized State and major Urban Area fusion centers and the maturation of the Information Sharing Environment (ISE)
7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed \$14,823.92 (fourteen thousand eight hundred twenty three dollars and ninety two cents). No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form and Expense (Claim Form

provided the expenditures comply with the FY2012 Funding Opportunity Announcement (FOA), the Authorized Equipment list found at <https://www.rkb.us>, and all applicable federal and state laws.

8. **Responsibilities of Subrecipient:** Subrecipient agrees to and acknowledges the following limitations and special conditions:

- a. Subrecipient must be familiar with all the requirements and restrictions of the Homeland Security Grant Program, including:
- (1) Subrecipient must be familiar with the 2012 HSGP objectives and priorities identified in the FY 2012 Homeland Security Grant Funding Opportunity Announcement and the State Initiatives which can be found at www.wyohomelandsecurity.state.wy.us.
 - (2) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 Homeland Security Grant Program Funding Opportunity Announcement (FOA). Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2012 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
 - (3) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security (DHS), Office for Domestic Preparedness (ODP), Fiscal Year 2012 Homeland Security Exercise and Evaluation Program (HSEEP) guidance. An HSEEP Fact Sheet can be found at <https://hseep.dhs.gov/support/HSEEP%20Revision%20Fact%20Sheet%20041612.pdf>
 - (4) Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Grant Operations Financial Management Guide.
 - (5) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
 - (6) Subrecipient further agrees to comply with the standards put forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
 - (7) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in OMB Circular A-102. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds.
 - (8) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees ~~that~~ ^{WOPS} when

practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: **“Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security.”** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **“This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS.”** Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and WOHS regarding any patent rights that arise from, or are purchased with, this Grant.

- (9) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.
- (10) Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.
- (11) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Grants and Training.
- (12) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
- (13) Subrecipient may only fund Investments that were included in the FY 2012 Investment Justification (State Initiatives) that were submitted to DHS. Descriptions of the 2012 State Initiatives can be found at www.wyohomelandsecurity.state.wy.us.
- (14) Subrecipient shall comply with all applicable “Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).” **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources

without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

- b. This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
- c. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
- d. As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of Domestic Incidents*, the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and the National Incident Management System (NIMS) implementation guidelines.
- e. State Initiatives focus on building and sustaining programs and capabilities within and across state boundaries, while aligning with the National Preparedness Goal and National Priorities. Capabilities should be strategically located to maximize the return on preparedness investments, and all available funding sources (federal, state, local, and private) should contribute to building and sustaining these capabilities. Grant funds shall be expended on any or all of the following FY 2012 State Initiatives:
 - (1) WyoLink Interoperability Initiative
 - (2) Community Resilience
 - (3) Regional Response Teams
 - (4) Wyoming Improvised Explosive Device (IED) Protection and Response
 - (5) Wyoming Critical Infrastructure Protection/Geospatial Initiative
 - (6) Information Sharing
 - (7) Wyoming Threat and Hazard Identification
- f. Subrecipient's quarterly progress reports through March 31, June 30, September 30, and December 31 must be submitted to the Wyoming Office of Homeland Security by April 10, July 10, October 10, and January 10, respectively. Quarterly reports will include:
 - (1) The number of people trained in a given capability to support a reported number defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23Type 2 USAR Teams)
 - (2) The total number of a defined type of resource and capabilities built utilizing the resources of this grant
 - (3) What equipment was purchased and what typed capability it supports Quarterly report forms are located on the Homeland Security website:
<http://wyohomelandsecurity.state.wy.us>

9. **Responsibilities of Homeland Security:**

- a. Homeland Security will be available to provide necessary and feasible technical advice, which may be reasonably required by Subrecipient.
- b. Homeland Security will pay Subrecipient as stated in paragraph 7. above.
- c. Homeland Security shall notify Subrecipient of any state or federal determination of noncompliance. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- d. Homeland Security shall notify Subrecipient at the earliest possible time of the services, which may be affected by a shortage of funds.
- e. Homeland Security shall notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

10. **Special Provisions:**

- a. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements.
- b. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (2 CFR § Part 225).
- c. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549, Debarment and Suspension and CFR 44 § Part 17 or are on the disbarred vendors list at www.epls.gov.
- d. **Disadvantaged Business Requirement:** To the extent subrecipients use contractors or subcontractors, such subrecipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- e. **Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented at 44 CFR § Part 17, Subpart F.
- f. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 I, which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
- g. **Environmental and Historic Preservation Requirements:** Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the State or FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of the State and FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground

disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction and notify the Wyoming Office of Homeland Security, FEMA and the appropriate State Historic Preservation Office. **Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.** Additional information can be found at <http://ojp.usdoj.gov/odp/docs/info271.pdf> and <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm>.

- h. **Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- i. **Freedom of Information Act:** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.
- j. **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:
 - (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or subawards under the award.
- k. **Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes. Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.
- l. **Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- m. **Limitations on Lobbying Activities:** By signing this agreement, Subrecipient agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by Subrecipient in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. Further, Subrecipient may not use any federal funds, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
- n. **Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, subrecipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at www.lep.gov.
- o. **Monitoring Activities:** Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or Grant Program Directorate (GPD), and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
- p. **National Preparedness Reporting Compliance:** Subrecipients must agree to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability Office.
- q. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- r. **Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. Seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. Seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. Seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. Seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. Seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.
- s. **Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will 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.
- t. **Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
- u. **Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Wyoming Office of Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
- v. **Technology Requirements:**

- (a) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.
- (b) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.
- (c) Subrecipients are encouraged to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.

11. **General Provisions:**

- a. **Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- b. **Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- c. **Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- d. **Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Homeland Security to terminate this Grant to acquire similar services from another party.
- e. **Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- f. **Compliance with Law:** Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- g. **Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- h. **Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- i. **Entirety of Grant:** This Grant, consisting of twelve (12) pages plus Attachment One, Point-of-Contact Information Form, consisting of one (1) page; which is attached and incorporation herein; represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- 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.

- k. **Force Majeure:** Neither party shall be liable for failure to perform under this Grant 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- l. **Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- m. **Independent Subrecipient:** Subrecipient shall function as an independent contractor for the purposes of this Grant, and Subrecipient or its agents and/or employees shall not be considered employees of the State of Wyoming for any purpose. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Grant, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing Subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or Homeland Security, or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. Subrecipient agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or its agents and/or employees as a result of this Grant.
- n. **Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
- o. **Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail, facsimile, e-mail, or delivery in person.
- p. **Patent or Copyright Protection:** 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 Subrecipient will violate any such restriction.
- q. **Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Wyoming 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. § 9-2-1016(b)(iv)(D).
- r. **Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- s. **Sovereign Immunity:** The State of Wyoming and Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
- t. **Taxes:** 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.
- u. **Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.
 - v. **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 Grant shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.
 - w. **Time is of the Essence:** Time is of the essence in all provisions of this Grant.
 - x. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
 - y. **Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach.

THIS SPACE INTENTIONALLY LEFT BLANK

12. Signature: By signing this Grant, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Grant and that they have the authority to sign it.

The effective date of this Grant is the date of the signature last affixed to this page.

HOMELAND SECURITY

Guy Cameron, Director

Date

SWEETWATER COUNTY

Mr. Wally Johnson
Sweetwater County Commission Chair

Date

Sheriff Rich Haskell
Sweetwater County

Date

Attested by: County Clerk

Date

Approved as to Form:

Clifford Boen
County Attorney

12/5/2012
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton #11714
S. Jane Caton, Senior Assistant Attorney General

10-29-12
Date

Attachments:

Point of Contact Information Form

WONG
12/15/2012

FY2012 LETPA



Point-of-Contact Information Form:

Date Submitted:

Return to:

**Wyoming Office of Homeland Security
Attn: Lynn Budd
Fax: (307) 635-6017
E-mail: lynn.budd@wyo.gov
5500 Bishop Blvd
Cheyenne WY, 82002**

Jurisdiction:	Sweetwater County Sheriff's Office							
Change from Previous:	Yes				No		X	
Grant Responsibility	SHSP		CCP		LETPA:	Sheriff		Coroner
Name:	Karen French							
Title:	Administrative Assistant							
Address:	731 C St., Suite 234							
Address:								
City:	Rock Springs, WY							
ZIP:	82901							
E-Mail:	frenchk@sweet.wy.us							
Work Phone:	307-922-5316							
Cell Phone:								
Fax:	307-922-5483							



MATTHEW H. MEAD
Governor

THE STATE OF WYOMING

Office of Homeland Security

Telephone (307) 777-Home (4663)

Fax (307) 635-6017

October 30, 2012

5500 Bishop Boulevard, Cheyenne, Wyoming 82009

Sheriff Rich Haskell
Sweetwater County Sheriff
80 West Flaming Gorge Way Ste 109
Green River, WY 82935

Dear Sheriff Haskell,

I am pleased to forward to the Sweetwater County Sheriff the grant award for the U.S. Department of Homeland Security (DHS) State Homeland Security Grant Program (SHGP), Law Enforcement Terrorism Prevention Activities (LETPA) grant for FFY 2012.

All 50 States, the District of Columbia, and Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the Homeland Security Act of 2002, as amended by the 9/11 Act, for SHSP. For FY 2012, the overall funding has been reduced by 45% from FY 2011. The states must then pass-through 80% of the funding received to the local jurisdictions, while allocating 25% to Law Enforcement Terrorism Prevention Activities (LETPA).

The FY 2012 Homeland Security Grant Program (HSGP) plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the *National Preparedness Goal* (NPG). The development and sustainment of these core capabilities are not exclusive to any single level of government or organization, but rather require the combined effort of the whole community. The FY 2012 HSGP supports all core capabilities in the Prevention, Protection, Mitigation, Response, and Recovery mission areas based on allowable costs.

For FY 2012 the statewide initiatives are as follows:

1. WyoLink Interoperability
2. Community Resilience
3. Regional Emergency Response Teams (RERTs)
4. Improvised Explosive Device (IED) Protection and Response
5. Critical Infrastructure Protection/Geospatial
6. Information Sharing
7. Threat and Hazard Identification (THIRA)

All of your SHSP/LETPA expenditures must be applicable to the three priorities identified in the FY 2012 Funding Opportunity Announcement and the statewide initiatives. A summary of these initiatives can be found on our website <http://wyohomelandsecurity.state.wy.us/grants.aspx>.

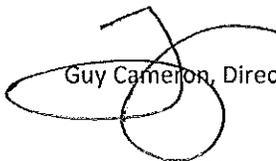
However, as a subrecipient under the LETPA portion of the grant, you will not be applying expenses to initiatives 3 (RERTs) or 7 (THIRA). Subrecipient THIRAs will NOT be a requirement for the FY 2012 grants. The Wyoming Office of Homeland Security will be completing a statewide THIRA for submission to the Grants Program Directorate by the end of 2012. This will meet the qualifications to receive Homeland Security grant funding for FY 2012.

I encourage you to thoroughly review the enclosed Grant Award Agreement (GAA), as many areas have changed for FY 2012. I especially encourage you to review the section regarding the requirements for projects needing an Environmental and Historic Preservation (EHP) Review:

Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

Any concerns regarding our initiatives or the governmental requirements can be directed to your respective county coordinator. You may also contact Lynn Budd, (307) 777-4917, lynn.budd@wyo.gov, at the Wyoming Office of Homeland Security.

Sincerely,


Guy Cameron, Director

Enclosures: GAA, Point of Contact Form

CC: County Coordinator
County Commission Chair

GC:lb

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: 12/18/12	Presenters Name: Krisena Marchal
Department or Organization: Grants	Contact Phone and E-mail: 872-6470 marchalk@sweet.wy.us
Exact Wording for Agenda: Request the Approval of the FY 2013 Community Services Block Grant Contract and Subgrantee Contracts (6)	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Action Item - 10 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information:	
Requested actions:	
1. Motion to approve, and have the Chairman sign, the FY 2013 Community Services Block Grant	
2. Motion to approve, and have the Chairman sign, the FY 2013 Community Services Block Grant Subgrantee Contract with Western Wyoming Community College	
3. Motion to approve, and have the Chairman sign, the FY 2013 Community Services Block Grant Subgrantee Contract with the Food Bank of Sweetwater County	
4. Motion to approve, and have the Chairman sign, the FY 2013 Community Services Block Grant Subgrantee Contract with Head Start	
5. Motion to approve, and have the Chairman sign, the FY 2013 Community Services Block Grant Subgrantee Contract with Southwest Wyoming Recovery Access Programs (SW WRAP)	
6. Motion to approve, and have the Chairman sign, the FY 2013 Community Services Block Grant Subgrantee Contract with Young At Heart Senior Center	
7. Motion to approve, and have the Chairman sign, the FY 2013 Community Services Block Grant Subgrantee Contract with YWCA of Sweetwater County	

To: Sweetwater County Commissioners
 From: Krisena Marchal
 Subject: BOCC Meeting 12/18/12

Request the Approval of the FY 2013 Community Services Block Grant Contract and Subgrantee Contracts (6)

Executive Summary:

Sweetwater County, through the Sweetwater County Tripartite Board, was awarded federal funding in the amount of \$157,152 by the Wyoming Department of Health. It must be expended by September 30, 2013 and there is no match requirement.

The purpose of the funding is to empower low-income individuals who meet federal poverty requirements to make progress toward greater self-sufficiency. It will be “passed through” to six different agencies for eight programs through subgrantee contracts.

FY 2013 Community Services Block Grant Budget

	Grant Award	Match Requirement	TOTAL GRANT PROJECT
(#1) Western Wyoming Community College <u>Proposed Use:</u> Provide GED testing fees to low-income individuals	2,700.00	0	2,700.00
(#2) Food Bank of Sweetwater County <u>Proposed Use:</u> Provide nutritious food to low-income citizens	24,015.00	0	24,015.00
(#3) Head Start <u>Proposed Use:</u> Provide funding for Family Services Advocate position to assist with Family Assessments and Partnerships	38,407.00	0	38,407.00
(#4) Southwest Wyoming Recovery Access Programs (SW WRAP) <u>Proposed Use:</u> Provide emergency shelter, medical, dental, optical and prescription assistance	27,800	0	27,800.00
(#5) Young At Heart Community Based In-Home Services (CBIHS) <u>Proposed Use:</u> Provide assistance with home repair, chore services, and general household assistance to low-income seniors and adults with disabilities	9,985.00	0	9,985.00
(#6) Young At Heart Home Delivered Meals <u>Proposed Use:</u> Provide home-delivered meals to seniors and disabled adults	16,800.00	0	16,800.00
(#7) YWCA Childcare <u>Proposed Use:</u> Provide childcare services to low-income parents who are working and/or attending school	16,730.00	0	16,730.00
(#8) YWCA Support and Safe House <u>Proposed Use:</u> Provide emergency assistance to low-income victims of domestic violence and/or sexual assault	6,600.00	0	6,600.00
(#9) Sweetwater County <u>Proposed Use:</u> Administration/supportive services (\$9,985) to be reimbursed to Sweetwater County, and insurance for the Tripartite Board	14,115.00	0	14,115.00
	\$157,152	\$0	\$157,152

Recommendation:

Staff recommends approval of the primary Grant Contract and the six Subgrantee Contracts.

Attachments:

1. FY 2013 Community Services Block Grant (CSBG) Contract
2. FY 2013 Community Services Block Grant (CSBG) Subgrantee Contract template

Requested Actions:

(1) Motion to approve, and have the Chairman sign, the FY 2013 Community Services Block Grant Contract

(2) Motion to approve, and have the Chairman sign, the FY 2013 Community Services Block Grant Subgrantee Contract with Western Wyoming Community College

(3) Motion to approve, and have the Chairman sign, the FY 2013 Community Services Block Grant Subgrantee Contract with the Food Bank of Sweetwater County

(4) Motion to approve, and have the Chairman sign, the FY 2013 Community Services Block Grant Subgrantee Contract with Head Start

(5) Motion to approve, and have the Chairman sign, the FY 2013 Community Services Block Grant Subgrantee Contract with Southwest Wyoming Recovery Access Programs

(6) Motion to approve, and have the Chairman sign, the FY 2013 Community Services Block Grant Subgrantee Contract with Young At Heart Senior Center

(7) Motion to approve, and have the Chairman sign, the FY 2013 Community Services Block Grant Subgrantee Contract with YWCA of Sweetwater County

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
SWEETWATER COUNTY**

1. **Parties.** The parties to this Contract are the Wyoming Department of Health, Public Health Division [Agency], whose address is 6101 Yellowstone Road, Suite 420, Cheyenne, Wyoming 82002; and Sweetwater County, concerning the Tripartite Board [Contractor], the address for which is 80 West Flaming Gorge Way, Suite 19, Green River, Wyoming 82935. This Contract pertains to the Community Services Block Grant (CSBG) Program.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall oversee the CSBG Program in Sweetwater County, Wyoming to provide activities and supportive services to low-income individuals and families empowering them to overcome the effects of poverty and to support their progress toward greater self-sufficiency.
3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted [Effective Date]. The term of this Contract is from the Effective Date through September 30, 2013. All services shall be completed during this term.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over One Thousand Five Hundred Dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyo. Stat. § 9-2-1016(b)(iv).

4. **Attachments to Contract.** The documents listed below are attached to this Contract and incorporated herein by this reference.
 - A. **Attachment A.** Statement of Work.
5. **Funding Source and Payment.** The Agency agrees to pay the Contractor for the services described in Attachment A, Statement of Work, which is attached to and made part of this Contract by this reference. The total payment under this Contract shall not exceed One Hundred Fifty-Seven Thousand One Hundred Fifty-Two Dollars (\$157,152.00).
 - A. The source of funds for this Contract is the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Catalog of Federal Domestic Assistance (CFDA) No. 93.569, Project ID No. CSBG.SWT1315, in the amount of One Hundred Fifty-Seven Thousand One Hundred Fifty-Two Dollars (\$157,152.00).

- B. No payment shall be made for work performed before the date upon which the last required signature is affixed to this Contract.
- C. Payment shall be made quarterly with the initial payment being made upon execution of the Contract and subsequent payments occurring in January, April, and July, 2013.
- D. Contractor shall submit expenditure and performance data into cmReporter monthly in sufficient detail to ensure that payments may be made in conformance with this Contract. Should the Contractor fail to submit reports to this database by the 10th day of each month for the preceding month, payment under this Contract may be withheld or delayed, until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.
- E. Any unexpended funds held by the Contractor at the end of the term of this Contract shall be returned to the Agency no later than November 15, 2013.
- F. **Withholding of Funds.**
 - (i) The Agency may withhold payments to the Contractor should the Contractor:
 - (a) Fail to timely submit any required reports, forms, and/or information;
 - (b) Submit incomplete reports, forms, and/or information; and/or
 - (c) Fail to complete the requirements of this Contract, including timely completion of objectives set forth in Section 7.
 - (ii) Payments may be withheld under Section 6(F)(i) until the Contractor:
 - (a) Submits the required reports, forms, and/or information;
 - (b) Submits completed required reports, forms, and/or information; and/or
 - (c) Completes the requirements of this Contract.
 - (iii) Upon written notice of unusual circumstances from the Contractor, due no later than ten (10) days after Contractor becomes aware of circumstance, the Agency shall consider the unusual circumstances that may temporarily affect the Contractor's ability to fulfill the requirements of this Contract.

- (a) Upon receipt and review of the Contractor's written notice of the unusual circumstance, the Agency may authorize payment, if, in the sole judgment of the Agency, the circumstances warrant payment.

6. **Responsibilities of Contractor.**

- A. **Activities and Supportive Services.** Contractor shall provide activities and supportive services as described in Attachment A, Statement of Work.
- B. **Annual Report.** Contractor shall maintain required demographic data and submit in compiled format the Information Systems (IS) Survey and the National Performance Indicator (NPI) Reports to the Agency no later than November 15, 2013.
- C. **Grant Recovery.** The Agency shall be entitled to recover from the Contractor any full or partial payment made under this Contract for: 1) any payments used for purposes not authorized, or performed outside the Contract; 2) any payments for services the Contractor is unable to provide; and 3) any payments for services the Contractor did not provide but was required to provide under the terms of this Contract.
- D. **Liability.** The Contractor shall be solely liable and responsible for any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations.
- E. **Monthly Report.** Contractor shall submit a monthly expenditure and performance report to the cmReporter database detailing actual expenditures, unduplicated clients served, and services provided due no later than the 10th day of each month for the preceding month.
- F. **Retention of Records.** Contractor shall maintain records, documents, and other evidence which sufficiently reflects all expenditures under this Contract for a period of six (6) years after the termination of this Contract. Such records shall be made available to the Agency or its designee, or the appropriate federal agency for review and audit.
- G. **Time Analysis Allocation.** Contractor shall conduct a time analysis allocation for any position dually-funded from other sources of funds to account for apportioned time charged against this Contract.

7. **Responsibilities of Agency.**

- A. **Consultation.** The Agency shall consult with and advise the Contractor, as necessary, about the requirements of this Contract.
- B. **Monitoring and Evaluation.** The Agency shall monitor and evaluate the Contractor's compliance with the conditions set forth in this Contract.
- C. **Payment.** The Agency shall disburse funds to the Contractor in accordance with Section 6 of this Contract.

8. **Special Provisions.**

- A. **Administration of Federal Funds.** Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of OMB Circulars A-102 and/or 2 C.F.R. Part 215; the cost principles set forth in OMB Circulars A-21, A-87, or A-122 and 48 C.F.R. Part 31; the audit requirements of OMB Circular A-133; and all applicable regulations published in the Code of Federal Regulations or other program guidance as provided to it by Agency.
- B. **Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.
- C. **Copyright License and Patent Rights.** Contractor acknowledges that U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services; the State of Wyoming; and Agency reserve a royalty-free, non-exclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes:
 - (i) the copyright in any work developed under this Contract; and
 - (ii) any rights of copyright to which Contractor purchases ownership using funds awarded under this Contract. Contractor must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- D. **Environmental Policy Acts.** Contractor agrees all activities under this Contract 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.

- E. Federal Audit Requirements.** Contractor agrees that if it expends an aggregate amount of \$500,000 or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this Contract, Contractor 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.
- F. Federal Program Funding Requirements.** In accordance with Public Law 103-333, Section 508, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with CSBG funding, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the program or project, and (3) percentage and dollar amount of the total costs of the program or project that will be financed by nongovernmental sources.
- G. Human Trafficking.** As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
- (i) Engages in severe forms of trafficking in persons during the period of time that the Contract is in effect;
 - (ii) Procures a commercial sex act during the period of time that the Contract is in effect; or
 - (iii) Uses forced labor in the performance of the Contract or subawards under the Contract.
- H. Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this Contract 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.
- I. Limitations on Lobbying Activities.** By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized Contractor or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative contract, or loan.

- J. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. 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 Contract; and, to observe personnel in every phase of performance of the related work.
- K. Nondiscrimination.** The Contractor 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/or 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 Contractor to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.
- L. Non-Supplanting Certification.** Contractor hereby affirms that federal grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Contractor 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 Contract.
- M. Program Income.** Contractor 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 Contract must be used to increase the scope of the program or returned to the Agency.
- N. Pro-Kids Act of 1994.** In accordance with Part C of Public Law 103-227, smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by CSBG. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The above language must be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day.

- O. 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 Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.

- P. **Purchase of American-Made Equipment.** In accordance with Public Law 103-333, Section 507, Contractor agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American-made.
- Q. **Religious Activities.** The Contractor and any Subcontractor shall not use the CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program. Regulations pertaining to the prohibition of Federal funds for inherently religious activities can be found on the HHS website at: <http://www.os.dhhs.gov/fbci/waisgate21.pdf>.
- R. **Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and C.F.R. 44 Part 17, or are on the disbarred vendors list at www.epls.gov. Further, Contractor agrees to notify Agency by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Contract.
- S. **Transparency Act.** In accordance with 2CFR, Part 170, Contractors must adhere to Subcontract and Executive Compensation reporting requirement of "the Transparency Act." Under the Transparency Act, all subcontracts over \$25,000 must be reported, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act (FFATA) at the following URL: http://www.acf.hhs.gov/grants/award_term_ffata.html.

9. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. **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 First Judicial District, Laramie County, Wyoming.

- C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit/Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data and records of the Contractor which are pertinent to this Contract. The Contractor 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 Contractor which are pertinent to this Contract. The Contractor 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 Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor 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. This provision shall not be construed to permit the Agency to terminate this Contract to acquire similar services from another party.
- F. **Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. **Certificate of Good Standing.** Contractor shall provide to Agency a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs before performing work under this Contract.
- H. **Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by

the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and not release such information to a third party unless directed to do so by Agency.

- J. Conflicts of Interest.** Contractor shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to the Agency or a disclosure which would adversely affect the interests of the Agency. Contractor shall notify Agency of any potential or actual conflicts of interest arising during the course of the Contractor's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the Contract is terminated under this provision, the Contractor shall take steps to insure that the file, evidence, evaluation, and data are provided to Agency or its designee. This does not prohibit or affect the Contractor's ability to engage in consultations, evaluations, or representations under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.
- (i) A conflict of interest warranting termination of the Contract includes, but is not necessarily limited to, representing a client in an adversarial proceeding against the State of Wyoming, its agencies, boards, commissions or the University of Wyoming, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or quo warranto.
- K. Entirety of Contract.** The parties recognize this Contract is subject to the Contractor's FFY 2013 CSBG Application and the FFY 2013 CSBG Wyoming CSBG State Management Plan, both of which can be located for review at the Agency. This Contract, consisting of thirteen (13) pages, and Attachment A, Statement of Work, consisting of three (3) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- L. Ethics.** Contractor 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 Contractor's profession.
- M. Extensions/Renewals.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- N. Force Majeure.** Neither party shall be liable for failure to perform under this Contract 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- O. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/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 the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.
- P. **No Finder's Fees.** No finder's fees, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- Q. **Notice and Approval of Proposed Sale or Transfer.** The Contractor shall provide the Agency with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract. If the Agency determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its option, terminate or renegotiate the Contract.
- R. **Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the address provided under this Contract.
- S. **Ownership and Destruction of Documents/Information.** Agency owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this

Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information/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. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.

- T. **Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract until this Contract has been reduced to writing, 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. § 9-2-1016(b)(iv).
- U. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- V. **Sovereign Immunity.** The State of Wyoming, the Agency, and the Contractor do not waive sovereign or governmental immunity by entering into this Contract and specifically retain all immunities and defenses available to them pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign 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 sovereign immunity shall be construed in favor of sovereign immunity.
- W. **Taxes.** The Contractor 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.
- X. **Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- Y. **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.

- Z. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only, and shall not be used to construe the language in this Contract.
- BB. 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. Failure to object to a breach shall not constitute a waiver.

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10. Signatures. In witness thereof, the parties to this Contract, either personally or through their duly authorized representative, have executed this Contract on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract. This Contract is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv). The effective date of this Contract is the date of the signature last affixed to this page.

WYOMING DEPARTMENT OF HEALTH

Thomas O. Forslund, Director

Date Signed

Wendy E. Braund, MD, MPH, MEd, FACPM, State Health Officer
and Senior Administrator, Public Health Division

Date Signed

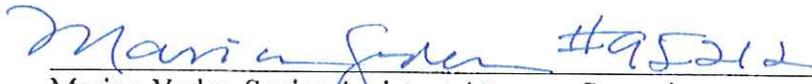
CONTRACTOR

SWEETWATER COUNTY

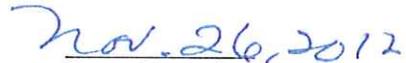
Wally J. Johnson, County Commissioner Chairman

Date Signed

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #95212

Marion Yoder, Senior Assistant Attorney General



Date Signed

ATTACHMENT A
STATEMENT OF WORK

This Attachment A is incorporated into the Contract between the Wyoming Department of Health, Public Health Division (Agency) and Sweetwater County concerning the work of Tripartite Board (Contractor) in regard to the Community Services Block Grant (CSBG) Program

FFY 2013 Contract

General Description

This document is intended as a Statement of Work (SOW) to identify and describe projects to be performed through the CSBG Program in Sweetwater County, Wyoming during the term of this Contract. The goal of the project is to provide activities and supportive services to low-income individuals and families empowering them to overcome the effects of poverty and to support their progress toward greater self-sufficiency.

Timeline and Deliverables

The following table shows specific projects, estimated number of clients to be served, amount of funding allocated to each project, and end dates. Sweetwater County through Tripartite Board will provide services and activities, through nine (9) service providers, to low-income individuals and families until September 30, 2013. Sweetwater County through Tripartite Board will pursue all options to effectively serve as many clients in need with the amount of funding granted to each project. The first payment for 25% of the grant will be made upon execution of the Agreement. Subsequent quarterly payments will be made after January 1, 2013; April 1, 2013; and July 1, 2013 if all monthly reports have been submitted on time and indicate that grant funds have been expended (20% by 2nd payment, 45% by 3rd payment, and 70% by final payment) and used to deliver services to the clients as described below.

Sweetwater County through Tripartite Board				
Project	Program Name	Estimated Clients to be Served	Amount Funded	Grant End Date
	Description			
1	Administration	N/A	\$14,115.00	9/30/2013
	Administer the CSBG Program.			
2	Food Bank of Sweetwater County	2,600	\$24,015.00	9/30/2013
	Provide nutritious food to low-income citizens.			
3	Head Start	60	\$38,407.00	9/30/2013
	Provide funding for a Family Services Advocate position to assist with Family Assessments and Partnerships.			
4	Southwest WY Recovery Access Programs	80	\$27,800.00	9/30/2013
	Provide emergency shelter, medical, dental, optical, and prescription assistance.			
5	Western WY Community College	46	\$2,700.00	9/30/2013
	Provide GED testing fees to low-income individuals.			
6	Young at Heart Community Based In-Home Services	30	\$9,985.00	9/30/2013
	Provide assistance with home repair, chore services, and general household assistance to low-income seniors and adults with disabilities.			

7	Young at Heart Home Delivered Meals	16	\$16,800.00	9/30/2013
	Provide home-delivered meals to seniors and disabled adults.			
8	YWCA Childcare	35	\$16,730.00	9/30/2013
	Provide childcare services to low-income parents who are working and/or attending school.			
9	YWCA Support and Safehouse	70	\$6,600.00	9/30/2013
	Provide emergency assistance to low-income victims of domestic violence and/or sexual assault.			
TOTALS		2,937	\$157,152.00	9/30/2013

Contract Template (to save space in Commissioner packets) – All contracts are identical except for the subgrantee name, award amount, and services to be provided. This information is listed in the summary.

**FY 2013 COMMUNITY SERVICES BLOCK GRANT SUBGRANTEE CONTRACT
BETWEEN
SWEETWATER COUNTY
AND FOOD BANK OF SWEETWATER COUNTY**

Amount: \$20,000.00

Period: Effective date through September 30, 2013

CFDA#: 93.569

Project #: CSBG.SWT1315

1. **Parties.** The parties to this Subgrantee Contract are Sweetwater County, referred to as "Agency", whose address is 80 West Flaming Gorge Way, Suite 19, Green River, Wyoming, 82901 and the Food Bank of Sweetwater County, hereafter referred to as "Subgrantee", whose address is 90 Center Street, Rock Springs, WY 82901.
2. **Purpose.** The purpose of this Subgrantee Contract is to set forth the terms and conditions by which the Subgrantee shall provide activities and supportive services to low-income individuals and families empowering them to overcome the effects of poverty and to support their progress toward greater self-sufficiency.
3. **Term of Subgrantee Contract and Required Approvals.** This Subgrantee Contract is effective when all parties have executed it, and all required approvals have been granted [Effective Date]. The term of this Subgrantee Contract is from the Effective Date through September 30, 2013. All services shall be completed during this term.
4. **Attachment to Subgrantee Contract.** The document listed below is attached to this Subgrantee Contract and incorporated herein by this reference.
 - A. **Attachment A. State of Work**
5. **Funding Source and Payment.** The Agency agrees to pay the Subgrantee for the services described in Attachment A, Statement of Work, which is attached to and made part of this Subgrantee Contract by this reference. The total payment under this Subgrantee Contract shall not exceed Twenty Thousand Dollars (\$20,000.00).
 - A. The source of funds for this Subgrantee Contract is the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Catalog of Federal Domestic Assistance (CFDA) No. 93.569, Project ID No. CSBG.SWT1315, in the amount of Twenty Thousand Dollars (\$20,000).
 - B. No payment shall be made for work performed before the date upon which the last required signature is affixed to this Subgrantee Contract.
 - C. Payment shall be made through the Sweetwater County Grants Department on Sweetwater County vouchers with an invoice.
 - D. Subgrantee shall submit expenditure and performance data monthly in sufficient detail to

ensure that payments may be made in conformance to this Subgrantee Contract. Should the Subgrantee fail to submit reports, payment under this Subgrantee Contract may be withheld or delayed, until such time as the Subgrantee performs its duties and responsibilities to the satisfaction of the Agency.

E. Withholding Funds.

- (i) The Agency may withhold payments to the Subgrantee should the Subgrantee:
 - (a) Fail to timely submit any required reports, forms, and/or information;
 - (b) Submit incomplete reports, forms, and/or information; and/or
 - (c) Fail to complete the requirements of this Subgrantee Contract, including timely completion of objectives set forth in Section 7.

- (ii) Payments may be withheld under Section 6(F)(i) until Subgrantee:
 - (a) Submits the required reports, forms, and/or information;
 - (b) Submits completed required reports, forms, and/or information; and/or
 - (c) Completes the requirements of this Subgrantee Contract.

- (iii) Upon written notice of unusual circumstances from the Contractor, the Agency shall consider the unusual circumstances that may temporarily affect the Subgrantee's ability to fulfill the requirements of this Subgrantee Contract.
 - (a) Upon receipt and review of the Subgrantee's written notice of the unusual circumstance, the Agency may authorize payment, if, in the sole judgment of the Agency, the circumstances warrant payment.

6. Responsibilities of Subgrantee.

- A. Activities and Supportive Services.** Subgrantee shall provide activities and supportive services as described in Attachment A, Statement of Work.

- B. Annual Report.** Contractor shall maintain required demographic data and submit in compiled format the Information Systems (IS) Survey and National Performance Indicator (NPI) Reports to the Agency no later than November 1, 2013.

- C. Grant Recovery.** The Agency shall be entitled to recover from the Subgrantee any full or partial payment made under this Contract for: 1) any payments used for purposes not authorized, or performed outside the Subgrantee Contract; 2) any payments for services the Contractor was unable to provide; and 3) any payments for services the Subgrantee did not provide but was required to provide under the terms of this Subgrantee Contract.

- D. Liability.** The Agency and Subgrantee shall be jointly liable and responsible for any and all claims, lawsuits, losses and liability arising out of Subgrantee's failure to perform any of Subgrantee's duties and obligations hereunder or in connection with the negligent performance of Subgrantee's duties or obligations.

- E. Monthly Report.** Subgrantee shall submit a monthly expenditure and performance report

detailing actual expenditures, unduplicated clients served, and services provided each month for the preceding month.

- F. **Retention of Records.** Subgrantee shall maintain records, documents, and other evidence which sufficiently reflects all expenditures under this Subgrantee Contract for a period of six (6) years after the termination of the Subgrantee Contract. Such records shall be made available to the Agency or its designee, or the appropriate federal agency for review and audit.
- G. **Time Analysis Allocation.** Subgrantee shall conduct a time analysis allocation for any position dually-funded from other sources of funds to account for apportioned time charged against this Subgrantee Contract.

7. **Responsibility of Agency.**

- A. **Consultation.** The Agency shall consult with and advise the Subgrantee, as necessary, about the requirements of this Subgrantee Contract.
- B. **Monitoring and Evaluation.** The Agency shall monitor and evaluate the Subgrantee's compliance with the conditions set forth in the Subgrantee Contract.
- C. **Payment.** The Agency shall disburse funds to the Subgrantee in accordance with Section 6 of this Subgrantee Contract.

8. **Special Provisions.**

- A. **Administration of Federal Funds.** Subgrantee agrees its use of the funds ed herein is subject to the Uniform Administrative Requirements of OMB Circulars A-102 and/or 2 C.F.R. Part 215; the cost principles set forth in OMB Circulars A-21, A-87 or A-122 and 48 C.F.R. Part 31; the audit requirements of OMB Circular A-133; and all applicable regulations published in the Code of Federal Regulations or other program guidance as provided to it by Agency.
- B. **Assumption of Risk.** The Subgrantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. The Agency shall notify the Subgrantee of any state or federal determination of noncompliance.
- C. **Copyright License and Patent Rights.** Subgrantee acknowledges that U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services, the State of Wyoming, and Agency reserve a royalty-free, non-exclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes:
 - (i) the copyright in any work developed under this Subgrantee Contract; and
 - (ii) any rights of copyright to which Subgrantee purchases ownership using funds ed

under this Subgrantee Contract. Subgrantee must consult with Agency regarding any patent rights that arise from, or are purchased with, funds ed under this Subgrantee Contract.

- D. **Environmental Policy Acts.** Subgrantee agrees all activities under this Subgrantee Contract 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.
- E. **Federal Audit Requirements.** Subgrantee agrees that if it expends an aggregate amount of \$500,000 or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subgrantee agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this Subgrantee, Subgrantee 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.
- F. **Federal Program Funding Requirements.** In accordance with Public Law 103-333, Section 508, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with CSBG funding, Subgrantee shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the program or project, and (3) percentage and dollar amount of the total costs of the program or project that will be financed by nongovernmental sources.
- G. **Human Trafficking.** As required by 22 V.S.C. 7104(g) and 2 C.F.R. Part 175, this Subgrantee Contract may be terminated without penalty if a private entity that receives funds under this Subgrantee Contract:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the is in effect;
 - (ii) Procures a commercial sex act during the period of time that the is in effect; or
 - (iii) Uses forced labor in the performance of the Subgrantee Contract or subawards.
- H. **Kickbacks.** Subgrantee certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Subgrantee Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Subgrantee Contract. If Subgrantee breaches or violates this warranty, Agency may, at its discretion, terminate this Subgrantee Contract 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.
- I. **Limitations on Lobbying Activities.** By signing this Subgrantee Contract, Subgrantee certifies and agrees that, in accordance with P.L. 101-121, payments made from a

federal Subgrantee shall not be utilized by Subgrantee or its service providers in connection with lobbying Congressmen, or any other federal agency in connection with the of a federal Subgrantee, Subgrantee Contract, cooperative Contract, or loan.

- J. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Subgrantee Contract that are performed by Subgrantee or its service providers. 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 Subgrantee Contract; and, to observe personnel in every phase of performance of the related work.
- K. **Nondiscrimination.** The Subgrantee 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/or 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 Subgrantee Contract. Federal law requires the Subgrantee to include all relevant special provisions of this Subgrantee Contract in every subcontractor awarded over Ten Thousand Dollars (\$10,000.00) so that such provisions are binding on each service provider.
- L. **Non-Supplanting Certification.** Subgrantee hereby affirms that federal Subgrantee funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subgrantee 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 Subgrantee Contract.
- M. **Program Income.** Subgrantee shall not deposit Subgrantee funds in an interest bearing account without prior approval of Agency. Any income attributable to the Subgrantee funds distributed under this Subgrantee Contract must be used to increase the scope of the program or returned to Agency.
- N. **Pro-Kids Act of 1994.** In accordance with Part C of Public Law 103-227, smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by CSBG. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The above language must be included in any subcontractor contracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day.

- O. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs,

and similar public notices prepared by or for Subgrantee and related to the services and work to be performed under this Subgrantee Contract, shall identify Wyoming Department of Health, Public Health Division and Sweetwater County as the sponsoring agency and shall not be released without prior written approval of Agency.

- P. Purchase of American-Made Equipment.** In accordance with Public Law 103-333, Section 507, Subgrantee agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American-made.
- Q. Religious Activities.** The Subgrantee and any Subcontractor shall not use the CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program. Regulations pertaining to the prohibition of Federal funds for inherently religious activities can be found on the HHS website at: <http://www.os.dhh.gov/fbc/waisgate21.pdf>.
- R. Suspension and Debarment.** By signing this Subgrantee Contract, Subgrantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Subgrantee Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.epls.gov. Further, Subgrantee agrees to notify Agency by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Subgrantee Contract.
- S. Transparency Act.** In accordance with 2CFR, Part 170, Subcontractors must adhere to Subcontract and Executive Compensation reporting requirement of "the Transparency Act." Under the Transparency Act, all subcontracts over \$25,000 must be reported, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act (FFATA) at the following URL: http://www.acf.hhs.gov/grants/award_term_ffata.html.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Subgrantee Contract which are mutually agreed upon by the parties to this Subgrantee Contract shall be incorporated by written instrument, executed, and signed by all parties to this Subgrantee Contract.
- B. Applicable Law/Venue.** The construction, interpretation, and enforcement of this Subgrantee Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Subgrantee Contract and the parties, and the venue shall be the Third Judicial District, Sweetwater County, Wyoming.
- C. Assignment/Subgrantee Contract Not Used As Collateral.** Neither party shall assign

or otherwise transfer any of the rights or delegate any of the duties set forth in this Subgrantee Contract without the prior written consent of the other party. The Subgrantee shall not use this Subgrantee Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

- D. **Audit/Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data and records of the Subgrantee which are pertinent to this Subgrantee Contract. The Subgrantee 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 Subgrantee which are pertinent to this Subgrantee Contract. The Subgrantee 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. If funds are not allocated and available for the continuance of the services performed by the Subgrantee, the Subgrantee Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subgrantee 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. This provision shall not be construed to permit the Agency to terminate this Subgrantee Contract in order to acquire similar services from another party.
- F. **Certificate of Good Standing.** Subgrantee shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Subgrantee Contract.
- G. **Compliance with Laws.** The Subgrantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Subgrantee Contract.
- H. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Subgrantee in the performance of this Subgrantee Contract shall be kept confidential by the Subgrantee unless written permission is granted by the Agency for its release. If and when Subgrantee receives a request for information subject to this Subgrantee Contract, Subgrantee shall notify Agency within ten (10) days of such request and not release information to a third party unless directed to do so by Agency.
- I. **Conflicts of Interest.** Subgrantee shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to the Agency or a disclosure which would adversely affect the interests of the Agency. Subgrantee shall notify the Agency of any potential or actual conflicts of interest arising during the course of the Subgrantee's performance under this Subgrantee Contract. This Subgrantee Contract may be terminated in the event a conflict of interest arises. Termination of the Subgrantee Contract will be

subject to a mutual settlement of accounts. In the event the Subgrantee Contract is terminated under this provision, the Subgrantee shall take steps to insure that the file, evidence, evaluation, and data are provided to the Agency or its designee. This does not prohibit or affect the Subgrantee's ability to engage in consultations, evaluations, or representation under Subgrantee Contract with other agencies, firms, facilities, or attorneys so long as no conflict exists.

(i) A conflict of interest warranting termination of the Subgrantee Contract includes, but is not necessarily limited to, representing a client in an adversarial proceeding against the State of Wyoming, its agencies, boards, commissions, or the University of Wyoming, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition, or quo warranto.

- J. Entirety of Subgrantee Contract.** The parties recognize this Subgrantee Contract is subject to the Subgrantee's FFY 2013 CSBG Application and the FFY 2013 CSBG Wyoming CSBG State Management Plan, both of which can be located for review at the Agency. This Subgrantee Contract, consisting of eleven (11) pages, and Attachment A, Statement of Work, consisting of one (1) page, represents the entire and integrated Subgrantee Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- K. Ethics.** Subgrantee shall keep informed and comply with all applicable federal, state, and local laws and regulations in the performance of this Subgrantee Contract, including the Executive Branch Code of Ethics (Executive Order 1997-4), the Wyoming Ethics and Disclosure Act (Wyoming Statute Section 9-13-101 et seq.), and any and all ethical standards governing Subgrantee's profession.
- L. Extensions of Subgrantee Contract.** Nothing in this Subgrantee Contract shall be interpreted or deemed to create an expectation that this Subgrantee Contract will be extended beyond the term described herein.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Subgrantee Contract 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- N. Independent Contractor.** The Subgrantee shall function as an independent contractor for the purposes of this Subgrantee Contract and shall not be considered an employee of the Sweetwater County for any purpose. The Subgrantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Subgrantee in fulfilling the terms of this Subgrantee Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Subgrantee Contract. Nothing in this Subgrantee Contract shall be interpreted as authorizing the Subgrantee or its agents and/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 the behalf of the State of Wyoming or the Agency. The Subgrantee agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to the State of Wyoming employees will inure to the benefit of the Subgrantee or the Subgrantee's agents and/or employees as a result of this Subgrantee Contract.

- O. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Subgrantee Contract shall be paid by either party.
- P. **Notice and Approval of Proposed Sale or Transfer of the Subgrantee.** The Subgrantee shall provide the Agency with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Subgrantee. Such notice shall be provided in accordance with the notice provision of this Subgrantee Contract. If the Agency determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of the Subgrantee's obligations under this Subgrantee Contract, then the Agency may, at its option, terminate or renegotiate the Subgrantee Contract.
- Q. **Notices.** All notices arising out of, or from, the provisions of this Subgrantee Contract shall be in writing either by regular mail or delivery in person at the address provided under this Subgrantee Contract.
- R. **Ownership and Destruction of Documents/Information.** The Wyoming Department of Health owns all documents, data compilations, reports, computer programs, photographs, data and other work provide to or produced by the Subgrantee in the performance of this Subgrantee Contract. Upon termination of services, for any reason, Subgrantee agrees to return all such original and derivative information/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. Upon Agency's verified receipt of such information, Subgrantee agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Subgrantee agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- S. **Prior Approval.** This Subgrantee Contract shall not be binding upon either party until this Subgrantee Contract has been reduced to writing, and approved as to form by the Sweetwater County Attorney's Office.
- T. **Severability.** Should any portion of this Subgrantee Contract be judicially determined to be illegal or unenforceable, the remainder of the Subgrantee Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- U. **Sovereign Immunity.** The Agency, the Subgrantee and the State of Wyoming do not waive sovereign or governmental immunity by entering into this Subgrantee Contract and specifically retain all immunities and all defenses available to them pursuant to Wyoming Statute 1-39-104(a) and all other state law. Designations of venue, choice of law,

enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Subgrantee Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

- V. **Taxes.** The Subgrantee 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 Subgrantee Contract.** This Subgrantee Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Subgrantee Contract may be terminated immediately for cause if the Subgrantee fails to perform in accordance with the terms and conditions of this Subgrantee Contract.
- 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 Subgrantee Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Subgrantee Contract shall operate only between the parties to the Subgrantee Contract and shall inure solely to the benefit of the parties to this Subgrantee Contract. The provisions of this Subgrantee Contract are intended only to assist the parties determining and performing their obligations under this Subgrantee Contract.
- Y. **Time is of the Essence.** Time is of the essence in all provisions of this Subgrantee Contract.
- Z. **Titles Not Controlling.** Titles of sections and subsections are for reference only, and shall not be used to construe the language of this Subgrantee Contract.
- AA. **Waiver.** The waiver of any breach of any term or condition in this Subgrantee Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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8. **Signatures.** In witness thereof, the parties to this Subgrantee Contract, either personally or through their duly authorized representatives, have executed this Subgrantee Contract on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Subgrantee Contract.

The effective date of this Subgrantee Contract is the date of the signature last affixed to this page.

AGENCY: SWEETWATER COUNTY

Reid O. West, Acting Chairman
Sweetwater County Commission

Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM

Cliff Boevers,
Deputy County and Prosecuting Attorney

Date

SUBGRANTEE: FOOD BANK OF SWEETWATER COUNTY

Name and Title

Date

ATTACHMENT A

STATEMENT OF WORK

This Attachment A is incorporated into the Subgrantee Contract between Sweetwater County (Agency) and Food Bank of Sweetwater County (Subgrantee) in regard to the Community Services Block Grant (CSBG) Program.

FFY 2013 Contract

General Description

This document is intended as a Statement of Work (SOW) to identify and describe projects to be performed through the CSBG Program in Sweetwater County, Wyoming during the term of this Subgrantee Contract. The goal of the project is to provide activities and supportive services to low-income individuals and families empowering them to overcome the effects of poverty and to support their progress toward greater self-sufficiency.

Timeline and Deliverables

The following table shows the specific project, estimated number of clients to be served, amount of funding allocated to the project, and end date.

Program Name	Estimated Clients to Be Served	Amount Funded	Grant End Date
Description			
Food Bank of Sweetwater County	2,600	\$24,015.00	9/30/2013
Provide nutritious food to low-income citizens.			