

NOTICE

**THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS
WILL MEET ON TUESDAY, September 16, 2014 AT 8:30 A.M.
IN THE COMMISSIONERS' CHAMBERS
(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: 9-2-14

ACCEPTANCE OF BILLS

 Approval of County Vouchers/Warrants
 Approval of Abates/Rebates

COMMISSIONER COMMENTS/REPORTS

8:40 Chairman Johnson
8:50 Commissioner West
9:00 Commissioner Bailiff
9:10 Commissioner Kolb
9:20 Commissioner Van Matre

COUNTY RESIDENT CONCERNS

9:30

ACTION/PRESENTATION ITEMS

9:40 Discuss Constituent Concerns Relative to Solid Waste
 Disposal District No. 2

9:50 Request Approval for Payment of Flu Vaccinations for
 Employees and Retirees of County and Component
 Units

9:55 Request to Re-Staff Vacant Administrative Assistant

Position in the Sheriff's Office

- 10:00** Request to Re-Staff Vacant Patrol Position
- 10:05** Request to Re-Staff Vacant Nurse Position in the Detention Center
- 10:10** Request to Re-Staff Vacant IT Position
- 10:15** Application to Request Additional Right of Way along Yellowstone Road from the BLM
- 10:20** Information and Discussion on Winton AML Project
- 10:35** Approval of the FY 2015 Community Services Block Grant (CSBG) Contract and Subgrantee Contracts
- 10:40** Request Letter of Support for Grant and Funding Application for Fire Station and Training Grounds Construction
- 10:45** Resolution to Submit BLM R.O.W. Application for the Bitter Creek Drop Structure
- 10:50** Board Acceptance of Special Warranty Deed and Roadway Easement donated by Anadarko
- 10:55** Approval for Surplus Property Sale
- 11:05** Judicial Development Plan

OTHER

11:50

EXECUTIVE SESSION AS NEEDED

Legal/Personnel (as needed)

ADJOURN

[Per Wyo. Stat. §18-3-516\(f\) County information can be accessed on the County's website at www.sweet.wy.us](http://www.sweet.wy.us)

September 2, 2014
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. Commissioner Van Matre seconded the motion. The motion carried.

Approval of Minutes: 8-19-14

Commissioner Kolb moved to approve the minutes dated August 19, 2014. Commissioner West seconded the motion. The motion carried.

Acceptance of Bills

Approval of County Vouchers/Warrants, Bonds and Abates/Rebates

Commissioner Kolb moved to approve the county vouchers/warrants, bonds and the abates/rebates. Commissioner Bailiff seconded the motion. The motion carried.

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
61473, 61494-61495 & ADVICES	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,993.72
61474	AMAZON	SUPPLIES	183.00
61475	CENTURYLINK	PHONE	25.43
61476	DIRECTV	TV	15.99
61477	EDA ARCHITECTS INC	SERVICES	16,867.90
61478	HOME DEPOT CREDIT SERVICES	SUPPLIES	1,350.27
61479	PAYMENT REMITTANCE CENTER - 2046	TRAINING/SUPPLIES	227.99
61480	PAYMENT REMITTANCE CENTER - 3438	EQUIPMENT/SUPPLIES/TRAVEL/SUB	10,219.27
61481	PAYMENT REMITTANCE CENTER - 2452	TRAVEL	877.43
61482	PAYMENT REMITTANCE CENTER - 2494	MEALS	40.15
61483	PAYMENT REMITTANCE CENTER - 2486	MEALS	270.56
61484	PAYMENT REMITTANCE CENTER - 2478	MEALS	46.92
61485	PAYMENT REMITTANCE CENTER - 2460	MEALS/TRAVEL	1,576.00
61486	PAYMENT REMITTANCE CENTER - 7081	MEAL	33.91
61487	QUESTAR GAS	UTILITIES	2,855.07
61488	ROCKY MTN POWER	UTILITIES	6,131.28
61489	SWEETWATER CABLE TV	TV	55.10
61490	UNION TELEPHONE COMPANY INC	PHONE	44.03
61491	VERIZON WIRELESS	PHONES/EQUIPMENT/AIRCARDS	1,260.12
61492	WALMART COMM/GEGRB-PURCHASING	SUPPLIES	46.77
61493	WEX BANK	FUEL	6,158.67
61496	CAPITAL BUSINESS SYSTEMS INC	CONTRACT	907.17
61497	CENTURYLINK	PHONE BILL	727.31
61498	DIRECTV	TV	55.99
61499	HOGAN & ASSOCIATES BUILDERS LLC	CONSTRUCTION	352,829.70
61500	ONE TIME VENDOR	JUROR EXPENSES	46.80
61501	QUESTAR GAS	UTILITIES	130.48
61502	ROCKY MTN POWER	UTILITIES	9,703.06
61503	SIMPLESIGNAL INC	PHONE BILL	2,841.85
61504	UNION TELEPHONE COMPANY INC	CELL PHONES	185.70
61505	WALMART COMMUNITY/GEGRB-SHERIFF	SUPPLIES/COMMISSARY	894.10
61506	WELLS FARGO	SIRIUS XM	2,997.39
61507	AARON'S WATER SERVICE INC	WATER	3,282.00
61508	ACCREDITATION AUDIT & RISK	MONTHLY SERVICE	530.00
61509	ACE HARDWARE	SUPPLIES	148.41
61510	ACE HARDWARE #11263-C	SUPPLIES	142.92
61511	AFATASI, ESEKIA	INSTRUCTOR	180.00
61512	AIRGAS USA LLC	WELDER	1,092.46
61513	AMADOR, RAMON	INSTRUCTOR	1,180.00
61514	BENNETT PAINT & GLASS	SUPPLIES	30.44
61515	BI	MONITORING	191.52
61516	BOB BARKER COMPANY INC	INMATE SUPPLIES	3,356.45
61517	BOSCHETTOS/KRONSKIS	ELECTION MEALS	1,191.84
61518	BRADY INDUSTRIES LLC	PARTS	67.92
61519	CAPITAL BUSINESS SYSTEMS INC	MAINTENANCE	211.62
61520	CARQUEST AUTO PARTS	SUPPLIES	723.20
61521	CARRIER CORPORATION	MAINTENANCE	1,455.00
61522	CARSON, ANTHONY S	MEALS	44.84
61523	CASTLE ROCK HOSPITAL DISTRICT	BUDGET ALLOCATION	8,333.33
61524	CITY OF GREEN RIVER	RENT	375.00
61525	CLIMB WYOMING	GRANT EXPENSES	4,616.08
61526	COMMUNICATION TECHNOLOGIES INC	RENT	668.00

61527	COPIER & SUPPLY CO INC	CONTRACTS	1,224.59
61528	DEDENBACH, MARC T	MEALS/MILEAGE	78.09
61529	DELL MARKETING L P	COMPUTERS	10,406.54
61530	DOUGLAS INN AND CONVENTION CENTER	LODGING	658.00
61531	ELECTRICAL CONNECTIONS INC	MAINTENANCE	14,767.00
61532	ESQUIBEL, SYLVIA	MEAL/MILEAGE	240.55
61533	G & K SERVICES	SERVICES	276.12
61534	GARZA JR, ROGELIO	INSTRUCTOR	180.00
61535	GOLDEN HOUR SENIOR CITIZENS CENTER	ELECTION MEALS	585.00
61536	GOVCONNECTION INC	SUPPLIES	341.00
61537	GREAT WESTERN PARK & PLAYGROUND	GRANT EXPENSES	87,871.94
61538	GREEN RIVER STAR	SUBSCRIPTION	30.00
61539	HOMAX OIL SALES INC	KEROSENE	24,115.93
61540	HORIZON LABORATORY LLC	AUTOPSIES	431.50
61541	HOSE & RUBBER SUPPLY	PARTS	787.51
61542	IBARRA, JOSEFINA	MEAL/MILEAGE	149.43
61543	IBS INCORPORATED	SUPPLIES	662.61
61544	INCAPTION	SUBSCRIPTION	15,653.50
61545	INDUSTRIAL HOIST AND CRANE	INSPECTION	171.38
61546	INDUSTRIAL SOLUTIONS INC	MAINTENANCE	717.00
61547	INDUSTRIAL SUPPLY	SUPPLIES	135.90
61548	INTERACT	OFFICE SUPPLIES	49.04
61549	JENNY SERVICE CO	COMMISSARY	2,115.78
61550	KOIVUSAARI, REIJO	MEALS	48.40
61551	KROGER - SMITH'S CUSTOMER CHARGES	FOOD	657.74
61552	LEULUAI, LORENZO	INSTRUCTOR	180.00
61553	LEXISNEXIS RISK DATA MANAGEMENT INC	SUBSCRIPTION	280.00
61554	LITTLE AMERICA - CHEYENNE	LODGING	83.00
61555	LOEVLE, THOMAS W	INSTRUCTOR	180.00
61556	LOVELESS, JANET	TRANSCRIPTION	100.75
61557	MATTHEW BENDER & CO INC	MANUALS	1,698.59
61558	MCBRIDE, RYAN	INSTRUCTOR	180.00
61559	MEADOW GOLD DAIRIES SLC	INMATE FOOD	1,561.58
61560	MED-TECH RESOURCE INC	BATTERIES	357.19
61561	MEDICAL EQUIPMENT & WARRANTY	WARRANTY	199.00
61562	MEDIVET AMERICA LLC	FEE	150.00
61563	MOCZULSKI, FREDERICK J	MILEAGE	398.72
61564	MOORE MEDICAL, LLC	SUPPLIES	125.30
61565	MOUNTAINLAND SUPPLY COMPANY	MAINTENANCE	91.69
61566	NICHOLAS & COMPANY	INMATE FOOD	2,644.81
61567	PACIFIC STEEL & RECYCLING	MATERIALS	2,207.50
61568	PEAK VISION EYE SURGERY	INMATE MEDICAL	174.00
61569	PETERBILT OF WYOMING	MAINTENANCE	743.47
61570	PLAINS TIRE CO	PARTS	23.99
61571	PM AUTOGLASS INC	REPAIR	195.00
61572	POCKET PRESS INC	BOOKS	683.24
61573	PUBLIC AGENCY TRAINING COUNCIL INC	TRAINING	1,050.00
61574	QUILL CORPORATION	SUPPLIES	1,778.84
61575	REILLY, CARLA S	RENT	600.00
61576	ROCKY MOUNTAIN SERVICE BUREAU INC	COLLECTIONS	693.07
61577	ROCKY MOUNTAIN WASH, LLC	CAR WASH	14.00
61578	SECRETARY OF STATE	DIRECTORIES	140.00
61579	SHOPKO HOMETOWN - PHARMACY	INMATE PRESCRIPTIONS	2,180.43
61580	SKYWEST AIRLINES INC	AIR SUBSIDY	365,772.00
61581	SMYTH PRINTING INC	OFFICE SUPPLIES	253.45
61582	SODEXO INC & AFFILIATES	COFFEE	337.10
61583	SOURCE OFFICE & TECHNOLOGY	OFFICE SUPPLIES	259.39
61584	STAPLES ADVANTAGE - DEPT LA	OFFICE SUPPLIES	71.12
61585	STAPLES CREDIT PLAN	SUPPLIES	159.98
61586	STERLING COMMUNICATIONS & ELECTRONICS	MAINTENANCE	103.98
61587	STOTZ EQUIPMENT	RENTAL	2,750.00
61588	STRAIGHT STRIPE PAINTING INC	STRIPING	162,139.68
61589	SWCO CONSERVATION DISTRICT	BUDGET ALLOCATION	21,220.55
61590	SWEETWATER FAMILY RESOURCE CENTER	BUDGET ALLOCATION	553.15
61591	SWEETWATER MEDICS LLC	BUDGET ALLOCATION	25,415.38
61592	SWEETWATER TROPHIES	SHIPPING	64.88
61593	THE TIRE DEN INC	PARTS	2,431.33
61594	TRUSTED NETWORK SOLUTIONS INC	EQUIPMENT	53,921.69
61595	TYLER TECHNOLOGIES INC	TRAINING	2,350.00
61596	U S FOODS INC	RETURN	4,123.15
61597	UINTA ENGINEERING & SURVEYING INC	LIGHTING	5,955.00

61598	UNITED TRUCK & EQUIPMENT	MAINTENANCE	1,691.20
61599	VALDEZ, JERRY	INSTRUCTOR	180.00
61600	WACO	REGISTRATION	695.00
61601	WAXIE SANITARY SUPPLY	SUPPLIES	3,392.75
61602	WESTERN WYOMING FAMILY PLANNING	BUDGET ALLOCATION	1,672.40
61603	WILKERSON IV MD PC, JAMES A	AUTOPSY	1,040.00
61604	ALBANY COUNTY WPOA CONFERENCE	REGISTRATION	142.00
61605	WYOMING CORONER'S ASSOCIATION	DUES	125.00
61606	WYO DEPT OF WORKFORCE SERVICES	COPIES	123.50
61607	WYOMING MACHINERY COMPANY	PARTS	2,170.53
61608	WYOMING.COM	EMAIL SERVICE	4,167.30
61609	YOUNG AT HEART CENTER	GRANT EXPENSES	29,255.86
61610	YOUTH HOME INC	BUDGET ALLOCATION	33,500.00
		GRAND TOTAL:	1,356,526.25

John E. Crouch	West Side Water & Sewer Districts, Treasurer	\$ 5,000.00
Jeffrey Nieters	City of Green River, Finance Director/Treasurer	\$100,000.00

Commissioner Comments/Reports

Commissioner Van Matre

Commissioner Van Matre reported that he spoke with VSO Director Larry Levitt, Juvenile Probation Director Karin Kelly, IT Director Tim Knight, Grants Manager Krisena Marchal, and met with the auditors from McGee, Hearne and Paiz. Commissioner Van Matre reported that he attended the Museum Board meeting and explained that he will meet with Accounting Manager Bonnie Phillips to inquire if she can assist the museum with their accounting process. Lastly, Commissioner Van Matre reported that he attended the Pulse of Southwest Wyoming meeting.

Chairman Johnson

Chairman Johnson explained that he received concerns relative to how the Trap Club is being run and requested that Land Use Director Eric Bingham review this matter. Parks and Recreation Board President Keaton West was present and explained that the Recreation Board will be reviewing the agreement with the Trap Club. Chairman Johnson reported that he attended the Coalition of Local Governments (CLG) meeting. Chairman Johnson explained that the special warranty deed (regarding the acreage for the Drop Structure on Bitter Creek) is complete and that he would like to invite Anadarko to a future meeting to allow the commission to extend their appreciation.

Commissioner West

Commissioner West reported that he attended meetings for the Memorial Hospital of Sweetwater County Finance and Audit Committee, Southwest Counseling, the Specific Purpose Tax Joint Powers Board and met with McGee, Hearne, & Paiz Partner Amber Nuse regarding the audit for the Joint Powers Board. Commissioner West explained that he toured the Health and Human Services building and provided an update on the building as well as the Rock Springs Child Developmental Center, the Rock Springs building re-roof and tower request and Judicial Planning.

Commissioner Bailiff

Commissioner Bailiff reported that he attended a Sweetwater County Ambulance Service Board meeting, a Local Emergency Planning Committee (LEPC) meeting, and a Parks and Recreation Board meeting. Commissioner Bailiff noted that he continues to receive telephone calls from concerned Bairoil residents concerning dumpsters in Bairoil. Following discussion relative to Solid Waste Disposal District No. 2, the commission concurred to send a letter requesting that the Solid Waste District No. 2 Board attend the next Board of County Commissioners meeting to address the concern.

Commissioner Kolb

Commissioner Kolb reported that he continues to work on the Courtroom Security Planning Grant with EDA. Commissioner Kolb updated the commission on the Skywest Airline Subsidy Grant Agreement and it was noted that County Attorney Brett Johnson has reviewed the agreement. Commissioner Kolb explained that he spoke with Events Complex Director Larry Lloyd regarding the indoor arena and future growth of the facility. Commissioner Kolb further explained that he addressed a citizens concern regarding the cancelled concert during the Big Show due to the band not having their instruments and explained that there is no charge for the concert as it is free with admission and clarified that the band does not get paid unless they play. Lastly, Commissioner Kolb noted that he spoke with McGee, Hearne & Paiz auditors, Grants Manager Krisena Marchal, County Clerk Dale Davis, County Assessor Pat Drinkle, County Treasurer Robb Slaughter, Accounting Manager Bonnie Phillips, Public Works Director John Radosevich, Facilities Manager Chuck Radosevich, County Attorney Brett Johnson, and Deputy County Attorney Marc Dedenbach.

Commissioner West questioned if the disposition of the American Legion rifles from the museum to the American Legion was completed. Museum Board Director Ruth Lauritzen was present and explained that the board approved the return of the rifles in July pending official written acknowledgment and permission from the Department of Defense. Following discussion, the commission directed Ms. Lauritzen to keep the commission apprised.

County Resident Concerns

Chairman Johnson opened county resident concerns. Combined Communications Joint Powers Board member Jim Wamsley, IT Director David Halter, and Executive Director Robin Etienne requested permission to proceed with the replacement of an existing antenna located at the Sheriff's Office. Following discussion, the commission explained that they would take the request under advisement. Hearing no further comments, the hearing was closed.

Action/Presentation Items

Renewal of Recreation Purpose Lease for SWCO Shooting Complex

Land Use Director Eric Bingham and Sweetwater County Recreation Board President Keaton West presented the application to renew the Recreation Purpose Lease WYW12814 for the Sweetwater County Shooting Complex. Discussion ensued relative to extending the term of the lease to 25 years and noting that the requested development plan had previously been sent two years ago. Chairman Johnson entertained a motion to re-draft the letter to Patricia Hamilton of the BLM requesting that the lease be extended to 25 years and authorize the Chairman to sign said letter. *Commissioner Bailiff so moved. Commissioner Van Matre seconded the motion.* The motion carried.

Discussion of Farson Equestrian Center Recreation Purpose Lease

Land Use Director Eric Bingham presented the application to renew the Recreation and Public Purposes Lease for the Farson Equestrian Center explaining that, initially, the center was to be managed by an advisory group comprised of citizens of Farson. Following discussion relative to having a public meeting with Farson, the commission requested that Mr. Bingham and Commissioner West coordinate the meeting.

Sweetwater County Nuisance Program Update

Sweetwater County Code Enforcement Specialist Jim Zimmerman provided a PowerPoint presentation regarding the nuisance abatement program. The commission expressed their appreciation to Mr. Zimmerman.

Break

Chairman Johnson called for a break.

Application to Renew BLM ROW Grant WYW-68484 for County Road 4-67 (Tipton Road North)

Public Works Director John Radosevich presented the application to renew the BLM ROW Grant WYW-68484 for County Road 4-67 (Tipton Road North). Following discussion, Chairman Johnson entertained a motion to approve the application to renew the BLM ROW Grant WYW-68484 for County Road 4-67 (Tipton Road North) and authorize the Chairman to sign. *Commissioner West so moved. Commissioner Kolb seconded the motion.* The motion carried.

Approval of Human Service Contracts for FY 2015

Accounting Manager Bonnie Phillips presented a Human Service contract for Fiscal Year 2015 signed by the agency (Volunteer Information and Referral Service). Following discussion, Chairman Johnson entertained a motion to approve the Human Service contract as presented. *Commissioner Kolb so moved. Commissioner Van Matre seconded the motion.* The motion carried.

Approval of the Countywide Consensus Block Grant Agreement #CWC-13504 and Certification Statement

Grants Manager Krisena Marchal presented the Countywide Consensus Block Grant Agreement and Certification Statement. Following discussion, Chairman Johnson entertained a motion to approve, and authorize the Chairman to sign, the Countywide Consensus Block Grant Agreement #CWC-13504 and the Certification Statement. *Commissioner West so moved. Commissioner Bailiff seconded the motion.* The motion carried.

Approval of the Fiscal Year 2013 Juvenile Accountability Block Grant Resolution #14-09-GR-01 and related Memorandums of Understanding

Grants Manager Krisena Marchal and Juvenile Probation Director Karin Kelly presented the Fiscal Year 2013 Juvenile Accountability Block Grant Resolution #14-09-GR-01 and related Memorandums of Understanding. Following discussion, Chairman Johnson entertained a motion to approve the Fiscal Year 2013 Juvenile Accountability Block Grant Resolution #14-09-GR-01 and related Memorandums of Understanding. *Commissioner Bailiff so moved. Commissioner Van Matre seconded the motion.* The motion carried.

FY 2013 JUVENILE ACCOUNTABILITY BLOCK GRANT

RESOLUTION 14-09-GR-01

WHEREAS, Congress has authorized the Attorney General to provide grants through the Office of Juvenile Justice and Delinquency Prevention (OJJDP) under the Juvenile Accountability Block Grant (JABG) program for use by the States and units of local government to promote greater accountability in the juvenile justice system; and

WHEREAS, the Department of Family Services and the State Advisory Council on Juvenile Justice have been designated as the authorized entity to distribute Juvenile Accountability Block Grant (JABG) funds in the State of Wyoming; and

WHEREAS, \$8,607 in Juvenile Accountability Block Grant (JABG) funding is available to Sweetwater County and the Cities of Rock Springs and Green River; and

WHEREAS, Sweetwater County agrees to combine its Juvenile Accountability Block Grant (JABG) allotment with the allocations for the Cities of Rock Springs and Green River, to sustain a Truancy Program that targets youth in the community and meets the following JABG Purpose Area #11:

Establishing and maintaining accountability-based programs designed to reduce recidivism among juveniles who are referred by law enforcement personnel or agencies

WHEREAS, Sweetwater County agrees to comply with all Juvenile Accountability Block Grant (JABG) rules and regulations as outlined in the FY 2013 application packet; and

WHEREAS, Sweetwater County agrees to contribute a “soft match” in the form of supportive services including office space, supplies, equipment, etc., and grant administration and oversight; and

WHEREAS, the partnering entities of Rock Springs and Green River agree to pay a cash match of 10 percent of its program cost, or \$217 and \$180 respectively; and

WHEREAS, School Districts #1 and #2 will pay a total cash contribution of \$6,136 for the balance of the required match and supplemental costs to sustain the Program, and additional grant funding will be requested from the Community Juvenile Services Board for the project balance:

THEREFORE, Sweetwater County authorizes a joint application to the Department of Family Services and the State Advisory Council on Juvenile Justice for a total combined allocation of \$8,607 in FY 2013 Juvenile Accountability Block Grant (JABG) funds for Sweetwater County, and the Cities of Rock Springs and Green River.

Dated this 2nd day of September, 2014.

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

Approval of the Letter of Support for the New Studio Project Grant Application to the Rocky Mountain Power Foundation

Grants Manager Krisena Marchal and Sweetwater County Museum Director Ruth Lauritzen requested a letter of support for the New Studio Project Grant Application. Discussion ensued regarding storage space for the collection. Commissioner Bailiff expressed his desire to resolve an ongoing issue with the disposition of American Legion rifles from the museum back to the American Legion. Chairman Johnson explained that the county is ultimately responsible for any liability and requested that Ms. Lauritzen and the Museum Board return the rifles. Chairman Johnson entertained a motion to approve, and authorize the Chairman to sign, the letter of support for the New Studio Project Grant Application to the Rocky Mountain Power Foundation. *Commissioner Van Matre so moved. Commissioner Kolb seconded the motion.* The motion carried.

Museum Board Appointment (3 Year Term—will fill unexpired term through 7-1-16)

Following discussion, *Commissioner Van Matre moved that Anthony Niemiec be appointed to fill an unexpired term on the Museum Board. Commissioner Bailiff seconded the motion.* The motion carried.

Approval of Work Ready Community Initiative Resolution for Sweetwater County

Western Wyoming Community College President Dr. Karla Leach, Director of Workforce and Community Development Carole Shafer and Wyoming Business Council Regional Director Pat Robbins presented Resolution 14-09-CC-01. Following discussion, *Commissioner West moved to approve Resolution 14-09-CC-01. Commissioner Bailiff seconded the motion.* The motion carried.

RESOLUTION NO. 14-09-CC-01

RESOLUTION SUPPORTING TEAM SWEETWATER'S APPLICATION FOR ACT'S CERTIFIED
WORK READY COMMUNITIES PROGRAM

WHEREAS, Team Sweetwater is comprised of members of both the private and public sector of Sweetwater County, including Western Wyoming Community College, the Rock Springs and Green River Chambers of Commerce, the Green River and Rock Springs URA/Main Streets, the Rock Springs office of the Small Business Development, the South Central office of the Wyoming Business Council, School Districts #1 and #2, the Department of Workforce Services-Rock Springs Workforce Center, Sweetwater County Travel and Tourism, and the Sweetwater Society of Human Resource Managers and has a mission to give Sweetwater County's workforce a competitive advantage to support and grow existing industries and businesses and attract new industries and businesses by becoming a certified Work Ready Community, and,

WHEREAS, ACT, Inc. has developed a Certified Work Ready Communities pilot program for the county level of government for which they are accepting applications, and,

WHEREAS, Team Sweetwater has indicated that they are submitting an application to join ACT's Certified Work Ready Communities program to be able to provide and implement programs to improve Sweetwater County's workforce; support and enhance existing area industries and businesses, and recruit new industries and business to Sweetwater County, and,

WHEREAS, Said program will provide many benefits to Sweetwater County residents, industries, and businesses, now, therefore be it

RESOLVED, That the Board of Sweetwater County Commissioners does hereby recognize and support Team Sweetwater's application to ACT for the Certified Work Ready Communities pilot program, and will recognize the certification in future hiring practices where appropriate.

Dated this 2nd Day of September, 2014

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

Executive Session(s)-Personnel/Legal

Chairman Johnson entertained a motion to enter into executive session for legal. *Commissioner Kolb so moved. Commissioner Van Matre seconded the motion.* The motion carried. A quorum of the commission was present.

After coming out of executive session, Chairman Johnson explained that no action was required.

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

	DATE	AMOUNT	WARRANT #S
EAL	9/3/2014	37,063.23	61653-61839
EAL	9/5/2014	219,002.13	61840-61847
EAL	9/12/2014	13,044.04	
EAL	9/16/2014	1,486,911.35	
EAL			

		Check #	Advice #
Payroll Run	1,308,931.38	Payroll: 61611-61652	11983-12239
Payroll Run			

TOTAL AMOUNT \$3,064,952.13

John Kolb should abstain from approving the voucher to Alpha Petroleum Service Inc for \$1,009.50
Vouchers in the above amount are hereby approved and ordered paid this date of 09/16/2014

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

County Clerk

Reid O. West, Member

BOARD OF COUNTY COMMISSIONERS

SWEETWATER

C·O·U·N·T·Y

R

- 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

September 3, 2014

Solid Waste Disposal District No. 2 Board
PO Box 88
Bairoil, WY 82322

Regarding: Meeting request to address constituent concerns.

Dear Solid Waste Disposal District No. 2 Board:

Recently, several Commissioners have been contacted by concerned constituents relative to services provided by the Solid Waste Disposal District No. 2. Solid Waste Disposal District No. 2 plays an essential role in the Wamsutter/Bairoil and Red Desert areas. The commission would like to invite your board to attend the next Sweetwater County Board of County Commissioner meeting on Tuesday, September 16, 2014 at 9:30 a.m. to address the concerns.

Please contact Sally Shoemaker at 307-872-3897 to confirm if your schedule permits you to attend.

Sincerely,



Wally J. Johnson, Chair
Sweetwater County Board of County Commissioners



Sally Shoemaker

From: Sally Shoemaker
Sent: Wednesday, September 10, 2014 3:53 PM
To: 'Sue Rigano'
Subject: RE: Commission Meeting September 16th

Hi Sue.

Thank you for your reply. I will advise the Commission that your board will be available during the 10-7-14 BOCC meeting. You may still see the item appear on the 9-16-14 BOCC agenda to allow the commissioners and or constituents to discuss but they may also just amend the agenda. Regardless, we will still put the requested item on the 10-7-14 BOCC meeting at 9:40.

Thank you,

Sally

From: Sue Rigano [<mailto:sw2sar@yahoo.com>]
Sent: Wednesday, September 10, 2014 2:48 PM
To: Sally Shoemaker
Subject: Comission Meeting September 16th

Sally

We received your letter in today's mail.

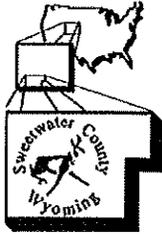
Chairman Craig Davidson has asked to reschedule our board attending the commissioners meeting on September 16, 2014 to October 7th. for them to attend, as they all have previous commitments on this date.

Please let us know
Thanks
Sue Rigano

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 9/16/2014	Name & Title of Presenter: Garry McLean
Department or Organization: Human Resources	Contact Phone & E-mail: 307-872-3913
Exact Wording for Agenda: Request approval for payment of Flu Vaccinations for employees and retirees of County and Component Units	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: no
Additional Information:	

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Sweetwater County Department of Human Resources



80 W. Flaming Gorge Way, Suite 17
Green River WY 82935

E-MAIL: swchr@sweet.wy.us

Phone: 307-922-5429 (RS)
307-872-3910 (GR)
Fax: 307-872-3996

MEMORANDUM

From: Garry McLean
To: Board of County Commissioners
Date: September 10, 2014

RE: Flu Vaccinations for County and Component Unit Employees

Sweetwater County Community Nursing has several flu vaccination clinics scheduled during the month of September and October. In previous years, the Board has authorized payment of flu vaccinations for County and Component Unit employees, retirees, and dependents covered under the County's health insurance plan.

The cost of the vaccination is \$20.00 each and the expense has been paid out of the County's health insurance claim fund. Listed below is a breakdown of the cost to the County for the past 4 years:

Year	# of vaccinations	Total Cost to County
2013	243	\$4,860
2012	191	\$3,820
2011	224	\$4,480
2010	208	\$4,160

If the Board approves payment of flu vaccinations, it is anticipated that the total cost will be between \$4,000 and \$5,000, based upon historical data. The payment will be made out of the County's health insurance claim fund.

Community Nursing has the following drive-thru clinics scheduled:

Sat., 9/27	Parking lot Golden Hour Senior Citizens Center - Green River	10:00 a.m. – 1:30 p.m.
Sat., 10/4	Parking lot White Mtn. Mall Rock Springs	10:00 a.m. – 12:00 p.m.

Community Nursing will schedule several additional full day clinics within the next few months. The Human Resources Department will notify employees and retirees concerning location, dates and times for the clinics.

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 9/16/2014	Name & Title of Presenter: Sheriff Rich Haskell Garry McLean
Department or Organization: Sheriff's Dept /Human Resources	Contact Phone & E-mail: 922-5301; 872-3913
Exact Wording for Agenda: Request to restaff vacant Administrative Asst. position in Sheriff's Office	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information:	

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Sweetwater County
Request to Restaff Vacant Position

Board Meeting Date: 9/16/2014
 Department: Sheriff's Office
 Position: Administrative Assistant/Office Manager
 Vacancy Date: 9/22/2014
 Reason for vacancy: Employee Resignation
To Restaff position immediately following resignation in a full time
 Department Request: capacity with full benefits
 Anticipated Re-staff Date 10/1/2014

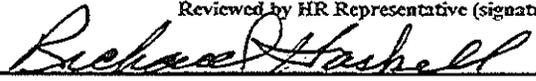
Board Action	
Approved _____	Date: <u>9/16/2014</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly								Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits			
Previously staffed position	Administrative Assistant (Grade 18, step 6; 16 years)	7/6/1998	\$ 5,126.91	\$ 813.64	\$ 564.28	\$ 18.46	\$ 392.21	\$ 15.89	\$ 1,804.48	\$ 6,931.39	\$ 83,176.67	
Anticipated Costs to restaff Position Vacancy	Administrative Assistant (Grade 18, step 1)	10/1/2014	\$ 4,422.51	\$ 701.85	\$ 1,473.38	\$ 15.92	\$ 338.32	\$ 13.71	\$ 2,543.19	\$ 6,965.70	\$ 83,588.34	
Net Difference (savings)			\$ (704.40)	\$ (111.79)	\$ 909.10	\$ (2.54)	\$ (53.89)	\$ (2.18)	\$ 738.71	\$ 34.31	\$ 411.67	

NOTES

Health Insurance: Anticipates Family health insurance coverage, for new employee. Previous employee had Employee only coverage

Costs calculated using a re-staffing date of: 10/1/2014

 Reviewed by HR Representative (signature)

 Reviewed by Department Head/ Elected Official (signature)

 Commission Chair (signature)

9-9-14

 Date:

 Date:

 Date:

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 9/16/2014	Name & Title of Presenter: Sheriff Rich Haskell Garry McLean
Department or Organization: Sheriff's Dept /Human Resources	Contact Phone & E-mail: 922-5301; 872-3913
Exact Wording for Agenda: Request to restaff vacant Patrol position	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information:	

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**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 9/16/2014

Department: Sheriff's Office

Position: Patrol Deputy

Vacancy Date: 11/1/2014

Reason for vacancy: Employee Resignation

Department Request: Restaff Patrol Deputy position, full time with benefits, following resignation date.

Anticipated Re-staff Date 11/2/2014

Board Action	
Approved _____	Date: <u>9/16/2014</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly							Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits		
Current costs for Employee	Patrol Deputy (16 years, Grade 18, step 6 rate of pay)	10/30/1998	\$ 5,126.91	\$ 881.83	\$ 564.28	\$ 18.46	\$ 392.21	\$ 113.82	\$ 1,970.59	\$ 7,097.50	\$ 85,170.02
Anticipated Costs to restaff Position Vacancy	Patrol Deputy (grade 18, step 5, * see notes below)	4/15/2014	\$ 4,977.59	\$ 856.15	\$ 1,473.38	\$ 17.92	\$ 380.79	\$ 110.50	\$ 2,838.73	\$ 7,816.32	\$ 93,795.88
Net Difference (savings)			\$ (149.32)	\$ (25.68)	\$ 909.10	\$ (0.54)	\$ (11.42)	\$ (3.31)	\$ 868.14	\$ 718.82	\$ 8,625.86

NOTES

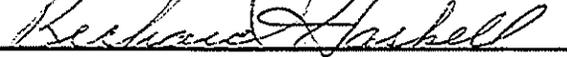
Health Insurance: Anticipates Family health insurance coverage, for new employee. Previous employee had employee only coverage

Costs calculated using a re-staffing date of: 11/2/2014

* Potentially restaffing position at Professional Level (Grade 18) and Lateral Entry rate of pay, step 5 - (10 years service credit)



Reviewed by HR Representative (signature)



Reviewed by Department Head/ Elected Official (signature)

Commission Chair (signature)

9-08-14

Date:

9-8-14

Date:

Date:

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 9/16/2014	Name & Title of Presenter: Sheriff Rich Haskell Garry McLean
Department or Organization: Sheriff's Dept /Human Resources	Contact Phone & E-mail: 922-5301; 872-3913
Exact Wording for Agenda: Request to restaff vacant Nurse position in Detention Center	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information:	

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**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 9/16/2014

Department: Sheriff's Office - Detention Center

Position: Detention Registered Nurse

Vacancy Date: 9/20/2014

Reason for vacancy: Employee Resignation

To Restaff Detention Registered Nurse position following resignation in a

Department Request: full time capacity with full benefits

Anticipated Re-staff Date 10/1/2014

Board Action	
Approved _____	Date: <u>9/16/2014</u>
Denied _____	
Full time _____	# Hours (if part time) _____
Part time _____	
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly							Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compens ation	Total benefits		
Current costs for Detention Employee	Detention Registered Nurse (5 months, Grade 22 step 2 rate of pay)	3/28/2012	\$ 5,536.89	\$ 878.70	\$ 1,155.41	\$ 19.93	\$ 423.57	\$ 122.92	\$ 2,600.54	\$ 8,137.43	\$ 97,649.14
Anticipated Costs to restaff Position Vacancy	Registered Nurse (grade 22, step 5 - * see notes below)	10/1/2014	\$ 6,050.40	\$ 960.20	\$ 1,473.38	\$ 21.78	\$ 462.86	\$ 154.32	\$ 3,052.53	\$ 9,102.93	\$ 109,235.21
	Net Difference (savings)		\$ 513.51	\$ 81.49	\$ 317.97	\$ 1.85	\$ 39.28	\$ 11.40	\$ 452.00	\$ 965.51	\$ 11,586.07

NOTES

Health Insurance: Anticipates Family health insurance coverage, for new employee. Previous employee had Employee + more than 1 Dependent coverage

Anticipate rehiring position at step 5 rate of pay (lateral entry) after 6 months employment with County

Costs calculated using a re-staffing date of: 10/1/2014

Brenda Rave

Reviewed by HR Representative (signature)

Richard H. Kepp

Reviewed by Department Head/ Elected Official (signature)

Commission Chair (signature)

9-10-2014

Date:

9-10-2014

Date:

Date:

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 9/16/2014	Name & Title of Presenter: Tim Knight Garry McLean
Department or Organization: Information Technology /Human Resources	Contact Phone & E-mail: 872-3957; 872-3913
Exact Wording for Agenda: Request to restaff vacant IT position	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information:	

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**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 9/16/2014
 Department: Information Technology
 Position: IT Specialist
 Vacancy Date: 11/3/2014
 Reason for vacancy: Employee Retirement
To Restaff position immediately following retirement, in a full time
 Department Request: capacity with full benefits
 Anticipated Re-staff Date 11/4/2014

Board Action	
Approved _____	Date: <u>9/16/2014</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly							Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits		
Previously staffed position	Technology Specialist (Grade 20, step 5 ; 15 years)	10/24/1999	\$ 5,487.80	\$ 870.91	\$ 1,107.48	\$ 19.76	\$ 419.82	\$ 17.01	\$ 2,434.98	\$ 7,922.78	\$ 95,073.35
Anticipated Costs to restaff Position Vacancy	Information Technology Specialist (Grade 20, step 5)	11/4/2014	\$ 5,487.80	\$ 870.91	\$ 1,473.38	\$ 19.76	\$ 419.82	\$ 17.01	\$ 2,800.88	\$ 8,288.68	\$ 99,464.15
Net Difference (savings)			\$ -	\$ -	\$ 365.90	\$ -	\$ -	\$ -	\$ 365.90	\$ 365.90	\$ 4,390.80

NOTES

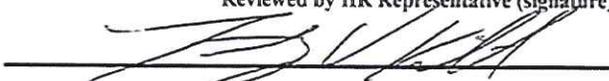
Health Insurance: Anticipates Family health insurance coverage, for new employee. Previous employee had Employee +Spouse coverage

* Potentially restaffing position at Grade 20 and Lateral Entry rate of pay, step 5 - (10 years service credit)

Costs calculated using a re-staffing date of: 11/4/2014



Reviewed by HR Representative (signature)



Reviewed by Department Head/ Elected Official (signature)

 Commission Chair (signature)

9-9-14

Date:

9-9-14

Date:

 Date:

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: BOCC- September 16th, 2014	Name & Title of Presenter: John Radosevich Sweetwater County Engineer
Department or Organization: Engineering	Contact Phone & E-mail: 307-872-3921
Exact Wording for Agenda: Application to request additional Right of Way along Yellowstone Road from BLM	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: Board Approval and authorize chairman to sign
Additional Information:	

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**APPLICATION FOR TRANSPORTATION AND
 UTILITY SYSTEMS AND FACILITIES
 ON FEDERAL LANDS**

FORM APPROVED
 OMB NO. 1004-0189
 Expires: November 30, 2008

FOR AGENCY USE ONLY

Application Number

Date filed

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

1. Name and address of applicant <i>(include zip code)</i> Sweetwater County 80 W. Flaming Gorge Way Green River, Wyoming 82935	2. Name, title, and address of authorized agent if different from Item 1 <i>(include zip code)</i> Sweetwater Board of County Commissioners	3. TELEPHONE <i>(area code)</i> Applicant 307-872-3890 Authorized Agent
---	---	--

4. As applicant are you? <i>(check one)</i> a. <input type="checkbox"/> Individual b. <input type="checkbox"/> Corporation* c. <input type="checkbox"/> Partnership/Association* d. <input type="checkbox"/> State Government/State Agency e. <input checked="" type="checkbox"/> Local Government f. <input type="checkbox"/> Federal Agency <i>* If checked, complete supplemental page</i>	5. Specify what application is for: <i>(check one)</i> a. <input checked="" type="checkbox"/> New authorization b. <input type="checkbox"/> Renewing existing authorization No. c. <input type="checkbox"/> Amend existing authorization No. d. <input type="checkbox"/> Assign existing authorization No. e. <input type="checkbox"/> Existing use for which no authorization has been received* f. <input type="checkbox"/> Other* <i>* If checked provide details under Item 7</i>
--	--

6. If an individual, or partnership are you a citizen(s) of the United States? Yes No

7. Project description *[describe in detail]:* (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications (length, width, grading, etc.); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction *(Attach additional sheets, if additional space is needed.)*

Request for a new authorization for additional road right-of-way grant, to include street light poles and appurtenances, along the existing portion of County Road 4-58(Yellowstone Road), to include an additional 20 feet easterly of the existing 50 feet wide right-of-way from the roadway centerline, having a length of 1,440 feet, more or less, explicitly the NW1/4 of the SE1/4 of Section 4, T. 19 N., R. 105 W. of the 6th P.M., Sweetwater County, Wyoming.

8. Attach a map covering area and show location of project proposal

9. State or local government approval: Attached Applied for Not required

10. Nonreturnable application fee. Attached Not required

11. Does project cross international boundary or affect international waterways? Yes No *(If "yes," indicate on map)*

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.
The Sweetwater County Road and Bridge Department maintains the county roadways.

13a. Describe other reasonable alternative routes and modes considered.

Not applicable.

b. Why were these alternatives not selected?

Not applicable.

c. Give explanation as to why it is necessary to cross Federal Lands

The existing roadway is necessary for public access to existing homes, businesses, recreation, and other property.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

Not applicable.

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

The existing roadway is necessary for public access to existing homes, businesses, recreation, and other property.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

The existing roadway is necessary for public access to existing homes, businesses, recreation, and other property.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

The existing roadway will have minimal impact.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

The existing roadway will have minimal impact.

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 9601 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

Not applicable.

20. Name all the Department(s)/Agency(ies) where this application is being filed.

Bureau of Land Management.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Date

Title 18, U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on page 3)

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS
AND FACILITIES ON FEDERAL LANDS

GENERAL INFORMATION
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved rights-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture
Regional Forester, Forest Service (USFS)
Federal Office Building, P.O. Box 21628
Juneau, Alaska 99802-1628
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior
Bureau of Indian Affairs (BIA)
Juneau Area Office
9109 Mendenhall Mall Road, Suite 5, Federal Building Annex
Juneau, Alaska 99802
Telephone: (907) 586-7177

Bureau of Land Management (BLM)
222 West 7th Ave., Box 13
Anchorage, Alaska 99513-7599
Telephone: (907) 271-5477 (or a local BLM Office)

National Park Service (NPS)
Alaska Regional Office, 240 West 5th Ave., Rm. 114
Anchorage, Alaska 99501
Telephone: (907) 644-3501

U.S. Fish & Wildlife Service (FWS)
Office of the Regional Director
1011 East Tudor Road
Anchorage, Alaska 99503
Telephone: (907) 786-3440

Note-Filings with any Interior agency may be filed with any office noted above or with the: Office of the Secretary of the Interior, Regional Environmental Officer, Box 120, 1675 C Street, Anchorage, Alaska 99513.

Department of Transportation
Federal Aviation Administration
Alaska Region AAL-4,222 West 7th Ave., Box 14
Anchorage, Alaska 99513-7587
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual departments/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS
(Items not listed are self-explanatory)

Item

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map must show the section(s), township(s), and ranges within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 9, 10, and 12 - The responsible agency will provide additional instructions.
- 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
- 14 The responsible agency will provide instructions.
- 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
- 16 through 19 - Providing this information in as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

If additional space is needed to complete any item, please put the information on a separate sheet of paper and identify it as "Continuation of Item".

SUPPLEMENTAL

NOTE: The responsible agency(ies) will provide additional instructions	CHECK APPROPRIATE BLOCK	
	ATTACHED	FILED*
I - PRIVATE CORPORATIONS		
a. Articles of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State.	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	<input type="checkbox"/>	<input type="checkbox"/>
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications	<input type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	<input type="checkbox"/>	<input type="checkbox"/>
II - PUBLIC CORPORATIONS		
a. Copy of law forming corporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization	<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.	<input type="checkbox"/>	<input type="checkbox"/>
III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY		
a. Articles of association, if any	<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is	<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other	<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.	<input type="checkbox"/>	<input type="checkbox"/>

* If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

NOTICES

NOTE: This applies to the Department of the Interior/Bureau of Land Management (BLM).

The Privacy Act of 1974 provides that you be furnished with the following information in connection with the information provided by this application for an authorization.

AUTHORITY: 16 U.S.C. 310 and 5 U.S.C. 301.

PRINCIPAL PURPOSE: The primary uses of the records are to facilitate the (1) processing of claims or applications; (2) recordation of adjudicative actions; and (3) indexing of documentation in case files supporting administrative actions.

ROUTINE USES: BLM and the Department of the Interior (DOI) may disclose your information on this form: (1) to appropriate Federal agencies when concurrence or supporting information is required prior to granting or acquiring a right or interest in lands or resources; (2) to members or the public who have a need for the information that is maintained by BLM for public record; (3) to the U.S. Department of Justice, court, or other adjudicative body when DOI determines the information is necessary and relevant to litigation; (4) to appropriate Federal, State, local, or foreign agencies responsible for investigating, prosecuting violation, enforcing, or implementing this statute, regulation, or order; and (5) to a congressional office when you request the assistance of the Member of Congress in writing.

EFFECT OF NOT PROVIDING THE INFORMATION: Disclosing this information is necessary to receive or maintain a benefit. Not disclosing it may result in rejecting the application.

The Paperwork Reduction Act of 1995 requires us to inform you that:

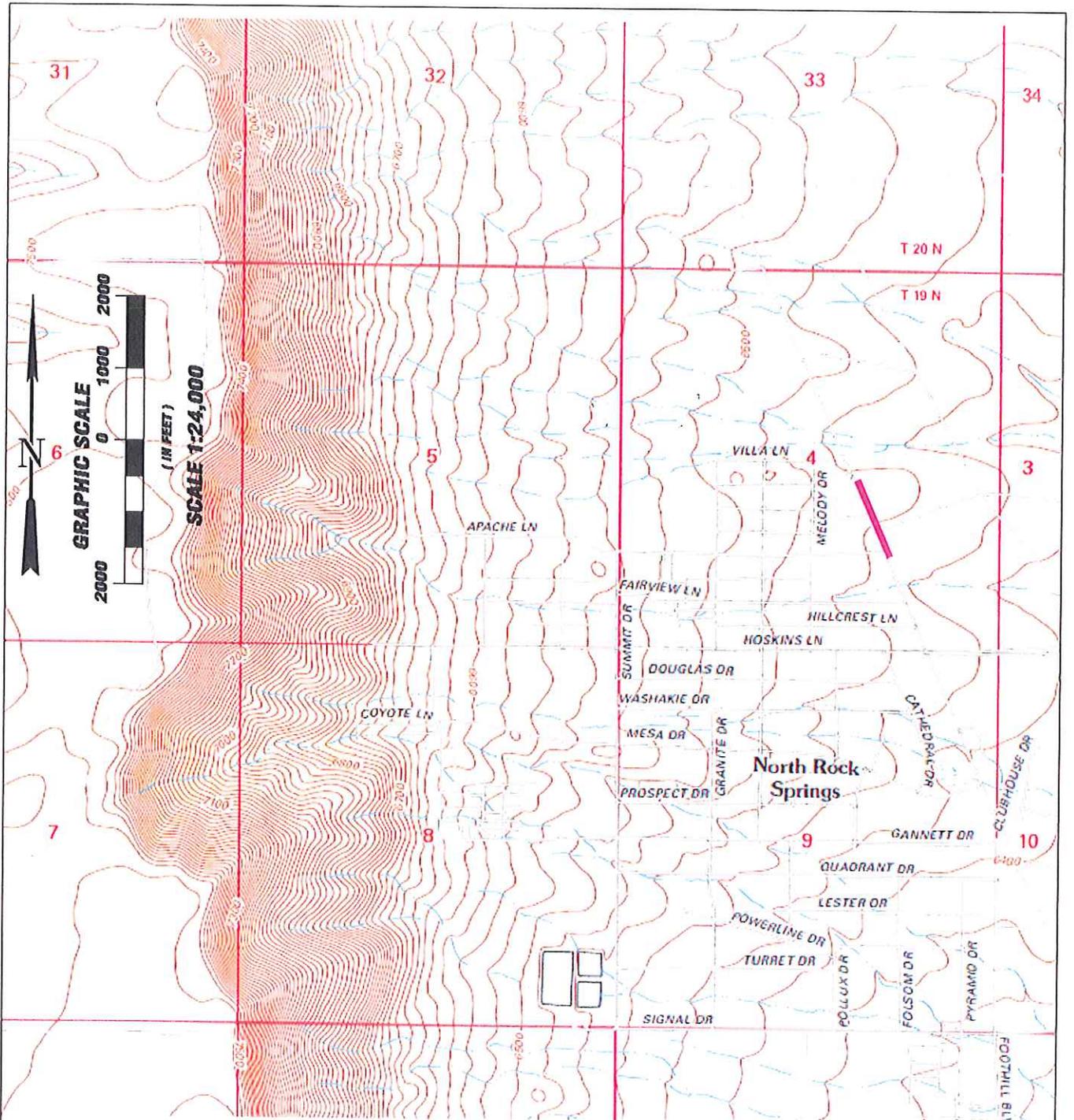
The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certifications for the use of Federal Lands.

Federal agencies use this information to evaluate your proposal.

No Federal agency may request or sponsor and you are not required to respond to a request for information which does not contain a currently valid OMB Control Number.

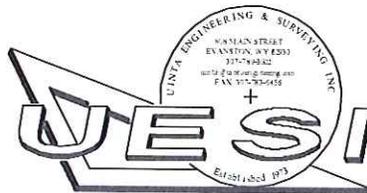
BURDEN HOURS STATEMENT: The public burden for this form is estimated at 25 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management (1004-0189), Bureau Information Collection Clearance Officer (WO-630) 1849 C Street, N.W., Mail Stop 401 LS, Washington, D.C. 20240.

A reproducible copy of this form may be obtained from the Bureau of Land Management, Land and Realty Group, 1620 L Street, N.W., Rm. 1000 LS, Washington, D.C. 20036.



TOTAL DISTANCE ON PUBLIC
LAND = 1,166.66 FEET

NEW RIGHT-OF-WAY ADDITION
ON PUBLIC (BLM) LAND
LOCATED IN THE NW ¼ SE ¼, SECTION 4
T 19 N, R 105 W, 6TH P.M.
SWEETWATER COUNTY, WYOMING



DATE: 02/08/14 JOB #: 14-03-13 FILE: new rd 105 on.dwg
DRAWN BY: Rob Young, PE SURVEYOR CLASS C W/145

SHEET 1 OF 1

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: BOCC September 16th, 2014	Name & Title of Presenter: John Radosevich Sweetwater County Engineer
Department or Organization: Engineering	Contact Phone & E-mail: 307-872-3921
Exact Wording for Agenda: Information and Discussion on Winton AML Project	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 15 minutes
Will there be Handouts? (If yes, include with meeting request form) No	Will handouts require SIGNATURES: Information Only
Additional Information:	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. *****If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.
- All **original** documents requesting action or signature must be submitted to Deputy County Clerk Vickie Eastin. However, a **copy** must be submitted to Sally Shoemaker for distribution of the packet and retention.
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item will be rescheduled.
- In order to determine placement on the agenda, please review the county website (www.sweet.wy.us/commissioner) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

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

1. **Parties.** The parties to this Contract are 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), whose address is: 80 West Flaming Gorge Way, Suite 19, Green River, Wyoming 82935.
2. **Purpose of Contract.** This Contract pertains to the Community Services Block Grant (CSBG). The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide funding and oversight of the CSBG programs in Sweetwater County, Wyoming to assist low-income individuals and families with activities and supportive services that empower them to overcome the effects of poverty and to support their progress toward greater self-sufficiency.

This Contract is subject to the terms, conditions, and provisions of the Community Services Block Grant Act, Title VI, Subtitle B, of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended; Human Services Amendments of 1994, P.L. 103-252; the FY 1996 CSBG Appropriation Legislation, P.L. 104-134; C.F.R. Title 45, Part 96; Coats Human Services Reauthorization Act of 1998, P.L. 105-285, U.S. Department of Health and Human Services Block Grant Regulations and Current Poverty Income Guidelines.

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 the Contract is from October 1, 2014 or the Effective Date, whichever is later, through September 30, 2015. All services shall be completed during this term.

By law, contracts for professional or other services must be approved as to form by the Attorney General and approved by 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, Wyo. Stat. § 9-2-1016(b)(iv).

4. **Payment.** The Agency agrees to pay the Contractor for the activities/services described in Attachment A, Statement of Work, which is attached to and made part of this Contract by this reference. Total payment under this Contract shall not exceed One Hundred Sixty-Four Thousand Nine Hundred Thirty-Two Dollars (\$164,932.00). Payment shall be made in advance quarterly with the initial payment being made upon execution of the Contract and subsequent payments being issued after 20% of the entire grant has been expended, 45% has been expended, and the final payment shall be made after 70% of the entire grant allocation has been expended, as described in Attachment A, Statement of Work. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until

such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.

5. **Source of Funding.** 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.SWT.1515.
6. **Responsibilities of Contractor.** The Contractor agrees to:
 - A. **Activities and Supportive Services.** Provide the activities and supportive services as described in Attachment A, Statement of Work, which is attached to and made a part of this Contract by this reference.
 - B. **Annual Report.** Collect, maintain, and compile the federally required demographic, programmatic, and financial 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 13, 2015.
 - C. **Eligibility Requirements.** Abide by the federal eligibility requirements of the program through an application process which requires proof of identification, residency, and, proof of income that indicates the applicant(s) is at or below 125% of the 2014 Federal Poverty Guidelines.
 - D. **Federal Audit Requirements.** Conduct an audit if it expends an aggregate amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) 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 Grant, 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.
 - E. **Grant Recovery.** Return any unexpended grant funds to the Agency by November 13, 2015. 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.
 - F. **Monitoring.** Monitor each Subcontractor on-site at least one (1) time every three (3) year period to assure compliance with Federal requirements and that performance goals are being achieved. Monitoring reports should be completed within 45 days after the visit and copies of the report should be provided to the

Subcontractor and the Agency. Any findings should be noted and required follow-up should be explained in detail. Any Subcontractor with significant findings should be placed on a Plan of Action, provided training and a follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within 45 days after the visit and copies of the report sent to the Subcontractor and the Agency. Any consistent noncompliance issues should be reported to the Agency as appropriate.

- G. Monthly Expenditure Report.** Submit monthly expenditure reports by the 10th day of each month for the preceding month. These reports should be completed by each service provider and a compiled report shall be completed by the Contractor. This report shall indicate the current month expenses, year-to date expenses for the grant term, and percent expended by line item, as approved and submitted in the Contractor application.
- H. Monthly Programmatic Report.** Submit programmatic detail reports by the 10th day of each month for the preceding month. These reports shall indicate the number of unduplicated clients served for the current month during this grant term. This report will also include the total amount of clients served and services provided for the current month and year-to-date for the grant term. Youth (ages 12-18) and seniors (55+) should be reported by the number served during the month and the amount spent on their CSBG related activities and/or services.
- I. Retention of Records.** 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.
- J. Subcontracts.** Sign a legally binding agreement with any and all CSBG service providers to include the provisions of this Contract, as applicable.
- K. Time Allocation Analysis.** Conduct a time allocation analysis for any position dually-funded from other sources of funds to account for apportioned time charged against this Contract.

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

- A. Consultation.** Consult with the Contractor, as necessary, regarding the requirements of this Contract.
- B. Monitor and Evaluate.** Monitor and Evaluate the Contractor's compliance with the conditions set forth in this Contract.
- C. Payment.** Process payments to the Contractor in accordance with Section 4 of this Contract.

D. Training and Technical Assistance. Provide training and technical assistance as necessary.

8. Special Provisions.

- A. Administration of Federal Block Grant Funds.** Contractor agrees its use of the federal block grant funds awarded herein is subject to the Uniform Administrative Requirements set forth in 45 C.F.R. Part 92, 45 C.F.R. Part 95, and 45 C.F.R. Part 96; the Cost Principles set forth in 2 C.F.R. Part 225, 2 C.F.R. Part 230, and 48 C.F.R. Part 31; OMB Circulars A-87, or A-122; and 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.** Contractor shall assume the risk of any loss of state or federal funding either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.
- C. 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.
- D. Construction Prohibitions.** Contractor agrees this Contract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.
- E. Drug-Free Workplace Requirement.** Contractor agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken

against employees violating these prohibitions. The Contractor agrees to notify the Agency if an employee is convicted of violating a criminal drug statute so the Agency can notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.

- F. Environmental Policy Acts.** Contractor agrees all activities under this agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- G. Federal Program Funding Requirements.** Contractor agrees that 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 to 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.
- H. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- I. Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this agreement. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- J. Limitations on Lobbying Activities.** By signing this agreement, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

- K. Monitoring Activities.** Agency shall have the right to monitor all activities related to this agreement 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 agreement; and, to observe personnel in every phase of performance of the related work.
- L. 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 agreement in every subcontract awarded over Ten Thousand Dollars (\$10,000.00) so that such provisions are binding on each subcontractor.
- M. Non-Supplanting Certification.** Contractor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. 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 agreement.
- N. 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 agreement must be used to increase the scope of the program or returned to Agency.
- O. Pro-Kids Act of 1994.** Contractor agrees to not permit smoking 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 or any other Federal programs wither directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. 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 One Thousand Dollars (\$1,000.00) per day.

- P. **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 Contractor and related to the services and work to be performed under this agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- Q. **Purchase of American-Made Equipment.** Contractor agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American-made.
- R. **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.
- S. **Suspension and Debarment.** By signing this agreement, 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 nonfinancial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list maintained by the federal government. 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 agreement.

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 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 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 and during performing work under this Contract, if applicable.
- 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. Conflicting Language.** Contract language in this document shall have precedence and control over any conflicting language contained within Attachment A, the Statement of Work, or any other document incorporated by reference in this Contract. In case of conflict, any clarification must be mutually

agreed upon in writing and will govern the contractual relationship between parties.

- K. Entirety of Contract.** The parties recognize this Contract is subject to the FFY 2015 Wyoming CSBG State Management Plan and the Contractor's FFY 2015 CSBG Application, both of which can be located for review at the Agency. This Contract, consisting of twelve (12) pages, and Attachment A, Statement of Work, consisting of two (2) 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. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- P. 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.

- 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(es) 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 documents/information to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of documents/information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such documents/ 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 and Agency do not waive sovereign immunity by entering into this Contract and the Contractor does not waive governmental immunity. Each of them specifically retains all immunities

and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. §1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of 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 immunity shall be construed in favor of 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 by the Agency 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

AGENCY: WYOMING DEPARTMENT OF HEALTH

Thomas O. Forslund, Director

Date

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

Date

**CONTRACTOR:
SWEETWATER COUNTY**

County Commissioner

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Marion Yoder #119142

Marion Yoder, Senior Assistant Attorney General

Aug. 26, 2014

Date

MA
9-8-14

**ATTACHMENT A
STATEMENT OF WORK
Community Services Block Grant**

General Description

This document is intended as a Statement of Work (SOW) to identify and describe projects to be performed through the Community Services Block Grant 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 that empower 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 the Tripartite Board will provide eight (8) services and activities to low-income individuals and families until September 30, 2015 and will continuously pursue all options to effectively serve as many clients in need with the amount of funding granted to each project. The first payment for a quarter of the grant will be made upon execution of the Contract. Subsequent quarterly payments will be made after 20%, 45%, and 70% of the entire grant amount has been expended and used to deliver services to the clients as described below. Up to 20% of the total allocation can be shifted between the services and activities categories with prior approval by the Community Services Program Manager.

Sweetwater County				
Project	Program Name	Estimated Clients to be Served	Amount Funded	Grant End Date
	Description			
1	Southwest Wyoming Recovery Access Programs	50	\$26,359.00	9/30/2015
	Provide emergency medical, dental, optical, pharmaceutical, shelter, housing, utility, transportation, food, and household supplies assistance through the Basic Needs & Emergency Assistance Program.			
2	Sweetwater School District #1/ Head Start	60	\$41,000.00	9/30/2015
	Provide a Family Advocate to assist income-eligible Head Start parents, guardians, or other caretakers by conducting family assessments; enabling opportunities to become involved in decision-making activities for their community; and providing self-development and enrichment activities enabling them to work toward their potential and gaining family stability.			
3	Tripartite Board	N/A	\$14,115.00	9/30/2015
	Provide oversight, monitoring, and indirect costs for the CSBG Program in Sweetwater County.			
4	Young at Heart – Early Learning Center	4	\$14,640.00	9/30/2015
	Provide childcare services to low-income working parents or parents furthering their education to work towards becoming economically self-sufficient.			
5	Young at Heart – Home Services	30	\$23,098.00	9/30/2015
	Provide home repairs, chore services for extreme circumstances and general household assistance for eligible low-income seniors and/or individuals with disabilities.			

**ATTACHMENT A
STATEMENT OF WORK
Community Services Block Grant**

6	Young at Heart – Meals	17	\$18,720.00	9/30/2015
	Provide “ready-to-eat” special-diet or regular home-delivered meals to low-income homebound seniors and disabled individuals.			
7	Young Women’s Christian Association (YWCA) – Early Care & Learning Center	35	\$12,000.00	9/30/2015
	Provide childcare services to low-income working parents or parents furthering their education to work towards becoming economically self-sufficient.			
8	Young Women’s Christian Association (YWCA) – Support & Safe House	9	\$15,000.00	9/30/2015
	Provide rent and utility assistance for three months, Allstate Financial Empowerment Program, and on-going services (basic computer skills, job search assistance, groups, parenting classes, counseling) to survivors of domestic violence and sexual assault to assist them in becoming self-sufficient in their violence-free life.			
TOTALS		205	\$164,932.00	9/30/2015

**FY 2015 COMMUNITY SERVICES BLOCK GRANT SUBGRANTEE CONTRACT
BETWEEN
SWEETWATER COUNTY AND
SWEETWATER COUNTY SCHOOL DISTRICT #1/HEAD START**

Amount: \$41,000.00

Period: Effective date through September 30, 2015

CFDA#: 93.569

Project ID: CSBG.SWT1515

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 Sweetwater County School District #1/Head Start, hereafter referred to as "Subgrantee", whose address is P.O. Box 1089, Rock Springs, WY 82902-1089.
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.

This award is subject to the terms, conditions, and provisions of the Community Services Block Grant Act, Title VI, Subtitle B, of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended; Human Services Amendments of 1994, P.L. 103-252; the FY 1996 CSBG Appropriation Legislation, P.L. 104-134; C.F.R. Title 45, Part 96; Coats Human Services Reauthorization Act of 1998, P.L. 105-285, Department of Health and Human Services Block Grant Regulations and Current Poverty Income Guidelines.

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, 2015. All services shall be completed during this term.
4. **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 Forty-One Thousand Dollars (\$41,000.00). Payment shall be made through the Sweetwater County Grants Department on Sweetwater County vouchers with an invoice(s) dated no more than two months prior to the date of the Sweetwater County voucher unless otherwise permitted.
5. **Source of Funding.** 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.SWT1515. No payment shall be made for work performed before the date upon which the last required signature is affixed to this Subgrantee Contract.

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

- A. **Activities and Supportive Services.** Provide the activities and supportive services as described in Attachment A, Statement of Work, which is attached to and made a part of this Subgrantee Contract by this reference.
- B. **Annual Report.** Subgrantee 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, 2015.
- C. **Eligibility Requirements.** Abide by the federal eligibility requirements of the program through an application process which requires proof of identification, residency, and, proof of income that indicates the applicant(s) is at or below 125% of the 2014 Federal Poverty Guidelines.
- D. **Federal Audit Requirements.** Subgrantee agrees that if it expends an aggregate amount of \$750,000 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.
- E. **Grant Recovery.** Return any unexpended grant funds to the Agency by November 1, 2015. 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 is 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.
- F. **Monitoring.** Agency shall monitor each Subgrantee on-site at least one (1) time every three (3) year period to assure compliance with Federal requirements and that performance goals are being achieved. Any findings should be noted and required follow-up should be explained in detail. Any Subgrantee with significant findings should be placed on a Plan of Action, provided training and a follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within 45 days after the visit and copies of the report sent to the Subcontractor and the Agency. Any consistent noncompliance issues should be reported to the Agency as appropriate.
- G. **Monthly Expenditure Report.** Subgrantee shall submit a monthly expenditure report detailing actual expenditures, unduplicated clients served, and services provided each month for the preceding month.
- H. **Monthly Programmatic Report.** Subgrantee shall submit programmatic detail reports each month for the preceding month. These reports shall indicate the number of unduplicated clients served for the current month during this grant term. This report will also include the total amount of clients served and services provided for the current

month and year-to-date for the grant term. Youth (ages 12-18) and seniors (55+) should be reported by the number served during the month and the amount spent on their CSBG related activities and/or services.

- I. **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.
- J. **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. **Responsibilities 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 4 of this Subgrantee Contract.

8. **Special Provisions.**

- A. **Administration of Federal Block Grant Funds.** Subgrantee agrees its use of the federal block grant funds awarded herein is subject to the Uniform Administrative Requirements set forth in 45 C.F.R. Part 92, 45 C.F.R. Part 95, and 45 C.F.R. Part 96; the Cost Principles set forth in 2 C.F.R. Part 225, 2 C.F.R. Part 230, and 48 C.F.R. Part 31; OMB Circulars A-87, or A-122; and 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.** 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. **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 Agency of any potential or actual conflicts of interest arising during the course of the Subgrantee'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 Subgrantee 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 Subgrantee'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 Sweetwater County, 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.

- D. **Construction Prohibitions.** Subgrantee agrees this Contract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.
- E. **Drug-Free Workplace Requirement.** Subgrantee agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Subgrantee agrees to notify the Agency if an employee is convicted of violating a criminal drug statute so the Agency can notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.
- F. **Environmental Policy Acts.** Subgrantee agrees all activities under this agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- G. **Federal Program Funding Requirements.** Subgrantee agrees that 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 to 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.
- H. **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 Subgrantee Contract is in effect;
 - (ii) Procures a commercial sex act during the period of time that the Subgrantee Contract is in effect; or

(iii) Uses forced labor in the performance of the Subgrantee Contract or subawards.

- I. **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.
- J. **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.
- K. **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.
- L. **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.
- M. **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.
- N. **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.
- O. **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.

- P. **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.
- Q. **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.
- R. **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.
- S. **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.

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. **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.** 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.
- H. **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.
- I. **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 Wyoming Department of Health through 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.

- J. **Conflicting Language.** Contract language in this document shall have precedence and control over any conflicting language contained within Attachment A, the Statement of Work, or any other document incorporated by reference in this Contract. In case of conflict, any clarification must be mutually agreed upon in writing and will govern the contractual relationship between parties.
- K. **Entirety of Subgrantee Contract.** The parties recognize this Subgrantee Contract is subject to the Subgrantee's FFY 2015 CSBG Application and the FFY 2015 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.
- L. **Ethics.** Subgrantee 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 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.
- N. **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.
- O. **Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- P. **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.

- Q. Notice and Approval of Proposed Sale or Transfer.** 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 notices 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.
- R. 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.
- S. Ownership and Destruction of Documents/Information.** The Wyoming Department of Health owns all documents, data compilations, reports, computer programs, photographs, data and other work provided 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.
- T. 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.
- U. 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.
- V. 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.

- W. 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.
- X. 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.
- 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 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.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Subgrantee Contract.
- AA. 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.
- BB. 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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10. **Signatures.** 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

Wally J. Johnson, Chairman
Sweetwater County Commission

Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM



Marc Dedenbach,
Deputy County and Prosecuting Attorney

9-8-14
Date

SUBGRANTEE: SWEETWATER COUNTY SCHOOL DISTRICT #1/HEAD START

Name and Title

Date

**ATTACHMENT A
STATEMENT OF WORK**

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 and Description	Estimated Clients to Be Served	Amount Funded	Grant End Date
Sweetwater County School District #1/Head Start	60	\$41,000.00	9/30/2015
Provide a Family Advocate to assist income-eligible Head Start parents, guardians, or other caretakers by conducting family assessments; enabling opportunities to become involved in decision-making activities for their community; and providing self-development and enrichment activities enabling them to work toward their potential and gaining family stability.			

**FY 2015 COMMUNITY SERVICES BLOCK GRANT SUBGRANTEE CONTRACT
BETWEEN
SWEETWATER COUNTY AND
SOUTHWEST WYOMING RECOVERY ACCESS PROGRAMS (SW WRAP)**

Amount: \$26,359.00

Period: Effective date through September 30, 2015

CFDA#: 93.569

Project ID: CSBG.SWT1515

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 Southwest Wyoming Recovery Access Programs (SW WRAP), hereafter referred to as "Subgrantee", whose address is 280 Monroe Avenue, Green River, WY 82935.
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.

This award is subject to the terms, conditions, and provisions of the Community Services Block Grant Act, Title VI, Subtitle B, of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended; Human Services Amendments of 1994, P.L. 103-252; the FY 1996 CSBG Appropriation Legislation, P.L. 104-134; C.F.R. Title 45, Part 96; Coats Human Services Reauthorization Act of 1998, P.L. 105-285, Department of Health and Human Services Block Grant Regulations and Current Poverty Income Guidelines.

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, 2015. All services shall be completed during this term.
4. **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-Six Thousand Three Hundred Fifty-Nine Dollars (\$26,359.00). Payment shall be made through the Sweetwater County Grants Department on Sweetwater County vouchers with an invoice(s) dated no more than two months prior to the date of the Sweetwater County voucher unless otherwise permitted.
5. **Source of Funding.** 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.SWT1515. No payment shall be made for work performed before the date upon which the last required signature is affixed to this Subgrantee Contract.

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

- A. **Activities and Supportive Services.** Provide the activities and supportive services as described in Attachment A, Statement of Work, which is attached to and made a part of this Subgrantee Contract by this reference.
- B. **Annual Report.** Subgrantee 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, 2015.
- C. **Eligibility Requirements.** Abide by the federal eligibility requirements of the program through an application process which requires proof of identification, residency, and, proof of income that indicates the applicant(s) is at or below 125% of the 2014 Federal Poverty Guidelines.
- D. **Federal Audit Requirements.** Subgrantee agrees that if it expends an aggregate amount of \$750,000 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.
- E. **Grant Recovery.** Return any unexpended grant funds to the Agency by November 1, 2015. 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.
- F. **Monitoring.** Agency shall monitor each Subgrantee on-site at least one (1) time every three (3) year period to assure compliance with Federal requirements and that performance goals are being achieved. Any findings should be noted and required follow-up should be explained in detail. Any Subgrantee with significant findings should be placed on a Plan of Action, provided training and a follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within 45 days after the visit and copies of the report sent to the Subcontractor and the Agency. Any consistent noncompliance issues should be reported to the Agency as appropriate.
- G. **Monthly Expenditure Report.** Subgrantee shall submit a monthly expenditure report detailing actual expenditures, unduplicated clients served, and services provided each month for the preceding month.
- H. **Monthly Programmatic Report.** Subgrantee shall submit programmatic detail reports each month for the preceding month. These reports shall indicate the number of unduplicated clients served for the current month during this grant term. This report will also include the total amount of clients served and services provided for the current

month and year-to-date for the grant term. Youth (ages 12-18) and seniors (55+) should be reported by the number served during the month and the amount spent on their CSBG related activities and/or services.

- I. **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.
- J. **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. **Responsibilities 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 4 of this Subgrantee Contract.

8. **Special Provisions.**

- A. **Administration of Federal Block Grant Funds.** Subgrantee agrees its use of the federal block grant funds awarded herein is subject to the Uniform Administrative Requirements set forth in 45 C.F.R. Part 92, 45 C.F.R. Part 95, and 45 C.F.R. Part 96; the Cost Principles set forth in 2 C.F.R. Part 225, 2 C.F.R. Part 230, and 48 C.F.R. Part 31; OMB Circulars A-87, or A-122; and 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.** 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. **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 Agency of any potential or actual conflicts of interest arising during the course of the Subgrantee'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 Subgrantee 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 Subgrantee'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 Sweetwater County, 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.

D. Construction Prohibitions. Subgrantee agrees this Contract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.

E. Drug-Free Workplace Requirement. Subgrantee agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Subgrantee agrees to notify the Agency if an employee is convicted of violating a criminal drug statute so the Agency can notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.

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

G. Federal Program Funding Requirements. Subgrantee agrees that 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 to 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.

H. 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 Subgrantee Contract is in effect;

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

(iii) Uses forced labor in the performance of the Subgrantee Contract or subawards.

- I. **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.
- J. **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.
- K. **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.
- L. **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.
- M. **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.
- N. **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.
- O. **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.

- P. 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.
- Q. 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.
- R. 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.
- S. 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.

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. **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.** 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.
- H. **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.
- I. **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 Wyoming Department of Health through 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.

- J. **Conflicting Language.** Contract language in this document shall have precedence and control over any conflicting language contained within Attachment A, the Statement of Work, or any other document incorporated by reference in this Contract. In case of conflict, any clarification must be mutually agreed upon in writing and will govern the contractual relationship between parties.
- K. **Entirety of Subgrantee Contract.** The parties recognize this Subgrantee Contract is subject to the Subgrantee's FFY 2015 CSBG Application and the FFY 2015 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.
- L. **Ethics.** Subgrantee 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 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.
- N. **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.
- O. **Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- P. **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

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- Q. Notice and Approval of Proposed Sale or Transfer.** 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 notices 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.
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- W. **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.
- X. **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.
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- BB. **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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The effective date of this Subgrantee Contract is the date of the signature last affixed to this page.

AGENCY: SWEETWATER COUNTY

Wally J. Johnson, Chairman
Sweetwater County Commission

Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM



Marc Dedenbach,
Deputy County and Prosecuting Attorney

9-8-14
Date

SUBGRANTEE: SOUTHWEST WYOMING RECOVERY ACCESS PROGRAMS (SW WRAP)

Name and Title

Date

**ATTACHMENT A
STATEMENT OF WORK**

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 and Description	Estimated Clients to Be Served	Amount Funded	Grant End Date
Southwest Wyoming Recovery Access Programs (SW WRAP)	50	\$26,359	9/30/2015
Provide emergency medical, dental, optical, pharmaceutical, shelter, housing, utility, transportation, food, and household supplies assistance through the Basic Needs & Emergency Assistance Program.			

**FY 2015 COMMUNITY SERVICES BLOCK GRANT SUBGRANTEE CONTRACT
BETWEEN
SWEETWATER COUNTY AND
ROCK SPRINGS YOUNG AT HEART**

Amount: \$14,640.00 Early Learning Center
Amount: \$23,098.00 Home Services
Amount: \$18,720.00 Meals
Period: Effective date through September 30, 2015
CFDA#: 93.569
Project ID: CSBG.SWT1515

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 Rock Springs Young At Heart, hereafter referred to as "Subgrantee", whose address is 2400 Reagan Avenue, 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.

This award is subject to the terms, conditions, and provisions of the Community Services Block Grant Act, Title VI, Subtitle B, of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended; Human Services Amendments of 1994, P.L. 103-252; the FY 1996 CSBG Appropriation Legislation, P.L. 104-134; C.F.R. Title 45, Part 96; Coats Human Services Reauthorization Act of 1998, P.L. 105-285, Department of Health and Human Services Block Grant Regulations and Current Poverty Income Guidelines.

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, 2015. All services shall be completed during this term.
4. **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 a total of Fifty-Six Thousand Four Hundred Fifty-Eight Dollars (\$56,458.00). Payment shall be made through the Sweetwater County Grants Department on Sweetwater County vouchers with an invoice(s) dated no more than two months prior to the date of the Sweetwater County voucher unless otherwise permitted.
5. **Source of Funding.** 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.SWT1515. No payment shall be made for work performed before the date upon which the last required signature is affixed to this Subgrantee Contract.

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

- A. **Activities and Supportive Services.** Provide the activities and supportive services as described in Attachment A, Statement of Work, which is attached to and made a part of this Subgrantee Contract by this reference.
- B. **Annual Report.** Subgrantee 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, 2015.
- C. **Eligibility Requirements.** Abide by the federal eligibility requirements of the program through an application process which requires proof of identification, residency, and, proof of income that indicates the applicant(s) is at or below 125% of the 2014 Federal Poverty Guidelines.
- D. **Federal Audit Requirements.** Subgrantee agrees that if it expends an aggregate amount of \$750,000 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.
- E. **Grant Recovery.** Return any unexpended grant funds to the Agency by November 1, 2015. 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 is 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.
- F. **Monitoring.** Agency shall monitor each Subgrantee on-site at least one (1) time every three (3) year period to assure compliance with Federal requirements and that performance goals are being achieved. Any findings should be noted and required follow-up should be explained in detail. Any Subgrantee with significant findings should be placed on a Plan of Action, provided training and a follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within 45 days after the visit and copies of the report sent to the Subcontractor and the Agency. Any consistent noncompliance issues should be reported to the Agency as appropriate.
- G. **Monthly Expenditure Report.** Subgrantee shall submit a monthly expenditure report detailing actual expenditures, unduplicated clients served, and services provided each month for the preceding month.
- H. **Monthly Programmatic Report.** Subgrantee shall submit programmatic detail reports each month for the preceding month. These reports shall indicate the number of unduplicated clients served for the current month during this grant term. This report will also include the total amount of clients served and services provided for the current

month and year-to-date for the grant term. Youth (ages 12-18) and seniors (55+) should be reported by the number served during the month and the amount spent on their CSBG related activities and/or services.

- I. **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.
- J. **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. **Responsibilities 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 4 of this Subgrantee Contract.

8. **Special Provisions.**

- A. **Administration of Federal Block Grant Funds.** Subgrantee agrees its use of the federal block grant funds awarded herein is subject to the Uniform Administrative Requirements set forth in 45 C.F.R. Part 92, 45 C.F.R. Part 95, and 45 C.F.R. Part 96; the Cost Principles set forth in 2 C.F.R. Part 225, 2 C.F.R. Part 230, and 48 C.F.R. Part 31; OMB Circulars A-87, or A-122; and 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.** 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. **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 Agency of any potential or actual conflicts of interest arising during the course of the Subgrantee'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 Subgrantee 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 Subgrantee'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 Sweetwater County, 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.

D. Construction Prohibitions. Subgrantee agrees this Contract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.

E. Drug-Free Workplace Requirement. Subgrantee agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Subgrantee agrees to notify the Agency if an employee is convicted of violating a criminal drug statute so the Agency can notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.

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

G. Federal Program Funding Requirements. Subgrantee agrees that 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 to 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.

H. 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 Subgrantee Contract is in effect;
- (ii) Procures a commercial sex act during the period of time that the Subgrantee Contract is in effect; or

(iii) Uses forced labor in the performance of the Subgrantee Contract or subawards.

- I. **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.
- J. **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.
- K. **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.
- L. **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.
- M. **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.
- N. **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.
- O. **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.

- P. 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.
- Q. 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.
- R. 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.
- S. 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.

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. **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.** 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.
- H. **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.
- I. **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 Wyoming Department of Health through 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.

- J. **Conflicting Language.** Contract language in this document shall have precedence and control over any conflicting language contained within Attachment A, the Statement of Work, or any other document incorporated by reference in this Contract. In case of conflict, any clarification must be mutually agreed upon in writing and will govern the contractual relationship between parties.
- K. **Entirety of Subgrantee Contract.** The parties recognize this Subgrantee Contract is subject to the Subgrantee's FFY 2015 CSBG Application and the FFY 2015 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.
- L. **Ethics.** Subgrantee 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 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.
- N. **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.
- O. **Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- P. **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.

- Q. Notice and Approval of Proposed Sale or Transfer.** 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 notices 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.
- R. 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.
- S. Ownership and Destruction of Documents/Information.** The Wyoming Department of Health owns all documents, data compilations, reports, computer programs, photographs, data and other work provided 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.
- T. 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.
- U. 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.
- V. 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.

- W. **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.
- X. **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.
- 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 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.
- Z. **Time is of the Essence.** Time is of the essence in all provisions of this Subgrantee Contract.
- AA. **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.
- BB. **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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10. **Signatures.** 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

Wally J. Johnson, Chairman
Sweetwater County Commission

Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM



Marc Dedenbach,
Deputy County and Prosecuting Attorney

9-8-14
Date

SUBGRANTEE: ROCK SPRINGS YOUNG AT HEART

Name and Title

Date

**ATTACHMENT A
STATEMENT OF WORK**

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 and Description	Estimated Clients to Be Served	Amount Funded	Grant End Date
Rock Springs Young At Heart – Early Learning Center	4	\$14,640	9/30/2015
Provide childcare services to low-income working parents or parents furthering their education to work towards becoming economically self-sufficient.			
Rock Springs Young At Heart – Home Services Program	30	\$23,098	9/30/2015
Provide home repairs, chore services for extreme circumstances and general household assistance for eligible low-income seniors and/or individuals with disabilities.			
Rock Springs Young At Heart – Meals Program	17	\$18,720	9/30/2015
Provide "ready-to-eat" special-diet or regular home-delivered meals to low-income homebound seniors and disabled individuals.			

**FY 2015 COMMUNITY SERVICES BLOCK GRANT SUBGRANTEE CONTRACT
BETWEEN
SWEETWATER COUNTY AND
YWCA OF SWEETWATER COUNTY**

Amount: \$12,000.00 Early Care & Learning Center

Amount: \$15,000.00 Support & Safe House

Period: Effective date through September 30, 2015

CFDA#: 93.569

Project ID: CSBG.SWT1515

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 YWCA of Sweetwater County, hereafter referred to as "Subgrantee", whose address is P.O. Box 1667, Rock Springs, WY 82902.
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.

This award is subject to the terms, conditions, and provisions of the Community Services Block Grant Act, Title VI, Subtitle B, of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended; Human Services Amendments of 1994, P.L. 103-252; the FY 1996 CSBG Appropriation Legislation, P.L. 104-134; C.F.R. Title 45, Part 96; Coats Human Services Reauthorization Act of 1998, P.L. 105-285, Department of Health and Human Services Block Grant Regulations and Current Poverty Income Guidelines.

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, 2015. All services shall be completed during this term.
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5. **Source of Funding.** 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.SWT1515. No payment shall be made for work performed before the date upon which the last required signature is affixed to this Subgrantee Contract.

6. **Responsibilities of Subgrantee.** The Subgrantee agrees to:
- A. **Activities and Supportive Services.** Provide the activities and supportive services as described in Attachment A, Statement of Work, which is attached to and made a part of this Subgrantee Contract by this reference.
 - B. **Annual Report.** Subgrantee 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, 2015.
 - C. **Eligibility Requirements.** Abide by the federal eligibility requirements of the program through an application process which requires proof of identification, residency, and, proof of income that indicates the applicant(s) is at or below 125% of the 2014 Federal Poverty Guidelines.
 - D. **Federal Audit Requirements.** Subgrantee agrees that if it expends an aggregate amount of \$750,000 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.
 - E. **Grant Recovery.** Return any unexpended grant funds to the Agency by November 1, 2015. 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 is 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.
 - F. **Monitoring.** Agency shall monitor each Subgrantee on-site at least one (1) time every three (3) year period to assure compliance with Federal requirements and that performance goals are being achieved. Any findings should be noted and required follow-up should be explained in detail. Any Subgrantee with significant findings should be placed on a Plan of Action, provided training and a follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within 45 days after the visit and copies of the report sent to the Subcontractor and the Agency. Any consistent noncompliance issues should be reported to the Agency as appropriate.
 - G. **Monthly Expenditure Report.** Subgrantee shall submit a monthly expenditure report detailing actual expenditures, unduplicated clients served, and services provided each month for the preceding month.
 - H. **Monthly Programmatic Report.** Subgrantee shall submit programmatic detail reports each month for the preceding month. These reports shall indicate the number of unduplicated clients served for the current month during this grant term. This report will also include the total amount of clients served and services provided for the current

month and year-to-date for the grant term. Youth (ages 12-18) and seniors (55+) should be reported by the number served during the month and the amount spent on their CSBG related activities and/or services.

- I. **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.
- J. **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. **Responsibilities 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 4 of this Subgrantee Contract.

8. **Special Provisions.**

- A. **Administration of Federal Block Grant Funds.** Subgrantee agrees its use of the federal block grant funds awarded herein is subject to the Uniform Administrative Requirements set forth in 45 C.F.R. Part 92, 45 C.F.R. Part 95, and 45 C.F.R. Part 96; the Cost Principles set forth in 2 C.F.R. Part 225, 2 C.F.R. Part 230, and 48 C.F.R. Part 31; OMB Circulars A-87, or A-122; and 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.** 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. **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 Agency of any potential or actual conflicts of interest arising during the course of the Subgrantee'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 Subgrantee 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 Subgrantee'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 Sweetwater County, 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.

D. Construction Prohibitions. Subgrantee agrees this Contract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.

E. Drug-Free Workplace Requirement. Subgrantee agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Subgrantee agrees to notify the Agency if an employee is convicted of violating a criminal drug statute so the Agency can notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.

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

G. Federal Program Funding Requirements. Subgrantee agrees that 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 to 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.

H. 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 Subgrantee Contract is in effect;

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

(iii) Uses forced labor in the performance of the Subgrantee Contract or subawards.

- I. **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.
- J. **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.
- K. **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.
- L. **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.
- M. **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.
- N. **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.
- O. **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.

- P. **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.
- Q. **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.
- R. **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.
- S. **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.

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. **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.** 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.
- H. **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.
- I. **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 Wyoming Department of Health through 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.

- J. **Conflicting Language.** Contract language in this document shall have precedence and control over any conflicting language contained within Attachment A, the Statement of Work, or any other document incorporated by reference in this Contract. In case of conflict, any clarification must be mutually agreed upon in writing and will govern the contractual relationship between parties.
- K. **Entirety of Subgrantee Contract.** The parties recognize this Subgrantee Contract is subject to the Subgrantee's FFY 2015 CSBG Application and the FFY 2015 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.
- L. **Ethics.** Subgrantee 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 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.
- N. **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.
- O. **Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- P. **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.

- Q. Notice and Approval of Proposed Sale or Transfer.** 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 notices 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.
- R. 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.
- S. Ownership and Destruction of Documents/Information.** The Wyoming Department of Health owns all documents, data compilations, reports, computer programs, photographs, data and other work provided 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.
- T. 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.
- U. 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.
- V. 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.

- W. 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.
- X. 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.
- 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 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.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Subgrantee Contract.
- AA. 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.
- BB. 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

10. **Signatures.** 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

Wally J. Johnson, Chairman
Sweetwater County Commission

Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM



Marc Dedenbach,
Deputy County and Prosecuting Attorney

9-8-14
Date

SUBGRANTEE: YWCA OF SWEETWATER COUNTY

Name and Title

Date

**ATTACHMENT A
STATEMENT OF WORK**

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 and Description	Estimated Clients to Be Served	Amount Funded	Grant End Date
YWCA of Sweetwater County – Early Care & Learning Center	35	\$12,000	9/30/2015
Provide childcare services to low-income working parents or parents furthering their education to work towards becoming economically self-sufficient.			
YWCA of Sweetwater County – Support & Safe House	9	\$15,000	9/30/2015
Provide rent and utility assistance for three months, Allstate Financial Empowerment Program, and on-going services (basic computer skills, job search assistance, groups, parenting classes, counseling) to survivors of domestic violence and sexual assault to assist them in becoming self-sufficient in their violence-free life.			

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: September 16, 2014	Name & Title of Presenter: Jim Wamsley, Fire Chief
Department or Organization: Sweetwater County Fire District #1	Contact Phone & E-mail: (307) 389-2309 jwamsley@fd1fire
Exact Wording for Agenda: Request for Letter of Support for Grant and Funding Application for Fire Station and Training Grounds Construction	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Morning
Will there be Handouts? (If yes, include with meeting request form) No	Will handouts require SIGNATURES:
Additional Information: Sweetwater County Fire District 31 is requesting a letter of support from the Commission to assist in applying for State Land and Investment Board and other grants and for a loan application for USDA Rural Development.	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. ***If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.***
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.
- All **original** documents requesting action or signature must be submitted to Deputy County Clerk Vickie Eastin. However, a **copy** must be submitted to Sally Shoemaker for distribution of the packet and retention.
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item will be rescheduled.
- In order to determine placement on the agenda, please review the county website (www.sweet.wy.us/commissioner) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

BOARD OF COUNTY COMMISSIONERS



- 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

September 16, 2014

Re: Letter of Support to apply for funding and grants

To Whom It May Concern:

Please consider this letter in support of the Sweetwater County Fire District # 1's funding request for assistance to establish a fire station and fire/rescue training facility.

The County Commission has been informed of the Sweetwater County Fire District #1's efforts to establish a fire station and fire/rescue training facility along Apache Lane, north of Rock Springs, Wyoming. The intent of the facility is to extend the current Insurance Services Office 4/9 rating for fire protection to the areas of the fire district with the greatest potential for development. The efforts will also provide a meeting room and fire/rescue training grounds to be utilized by local industry, neighboring fire departments, and other entities that may be able to take advantage of the facilities.

The Sweetwater County Commission is in support of these endeavors, and encourages your approval of the request for the purposes of the Sweetwater County Fire District # 1 applying for funding and grants; as well as supporting the construction and use of the facility.

Sincerely,

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Reid O. West, Member

Don Van Matre, Member



BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Date Requested: 9-16-2014	Name & Title of Presenter: Mark Kot, Public Lands Planner
Department or Organization: Planning	Contact Phone & E-mail: 307-872-3917
Exact Wording for Agenda: Resolution to submit BLM R.O.W Application for Bitter Creek Drop Structure	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes. Anytime
Will there be Handouts? (If yes, include with meeting request form) Yes, Resolution submitting BLM R.O.W. Application	Will handouts require SIGNATURES: Yes
Additional Information: The attached resolution is a necessary part of Sweetwater County's application to the BLM to acquire the road right of way across BLM land to the Drop Structure. Initially, Sweetwater County needed ROW across three different land owners: RSGA, BLM and Anadarko. The County has secured the right of way across Anadarko land. It is in the process of obtaining right of way from RSGA and the BLM. The attached resolution is one step in the process of completing the BLM right of way application.	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
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- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.
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- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

SWEETWATER

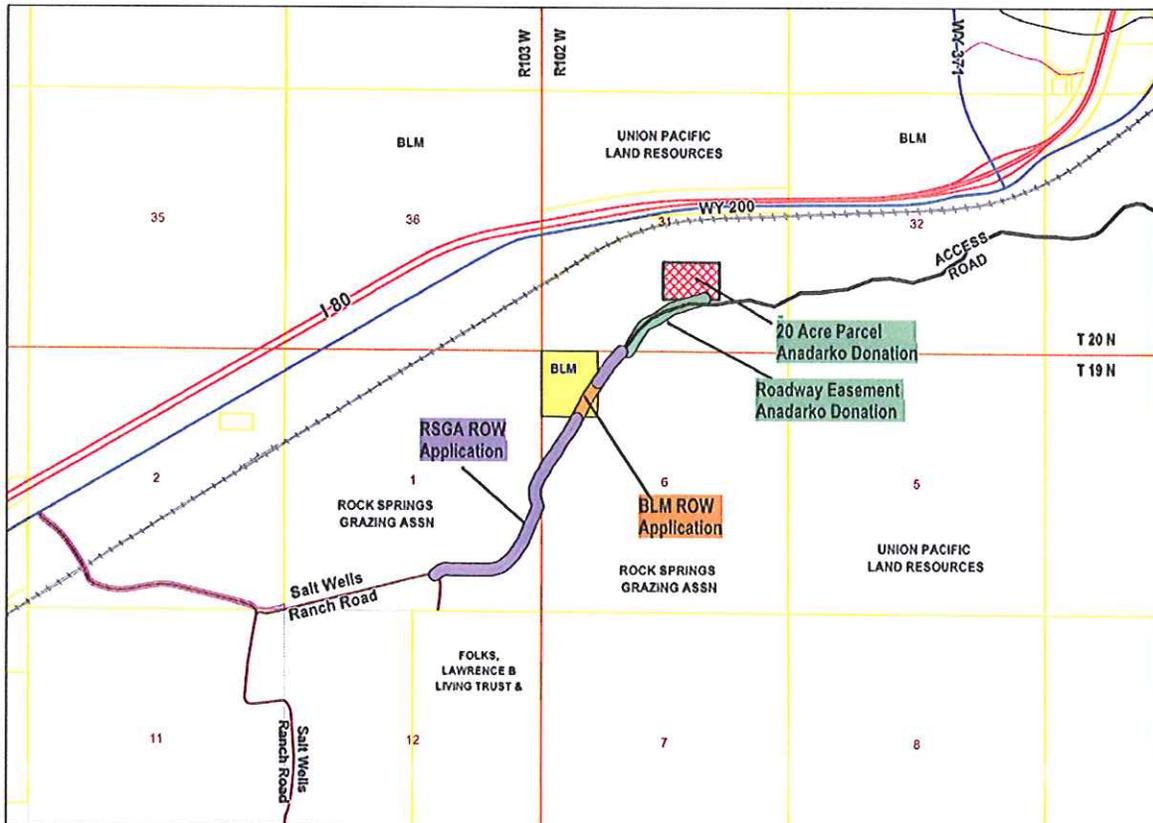
C.O.U.N.T.Y

R

To: Sweetwater County Board of County Commissioners
From: Mark Kot, Public Lands Planner MK
Date: Tuesday, September 16, 2014
Subject: Sweetwater County resolution transmitting the Sweetwater County R.O.W. application to the BLM for the purposes of securing a portion of the road access to the Bitter Creek Drop Structure.

The attached resolution is a necessary part of Sweetwater County's application to the BLM to acquire the road right of way across BLM land to the Drop Structure (see map below). Initially, Sweetwater County needed ROW across three different land owners: RSGA, BLM and Anadarko. The County has secured the right of way across Anadarko land. It is in the process of obtaining right of way from RSGA and the BLM. The attached resolution is one step in the process of completing the BLM right of way application.

LOCATION AND OWNERSHIP OF ACCESS R.O.W. FOR BITTER CREEK DROP STRUCTURE



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

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

SWEETWATER COUNTY RESOLUTUION 14-09-CC-02

Whereas, the Bitter Creek Drop Structure, located in the W1/2, SE1/4, Sec. 31, T20N, R102W, is failing due to erosion, and

Whereas, if the Bitter Creek Drop Structure fails, an increased rate of upstream erosion and head cutting and downstream siltation could result in environmental, infrastructure and economic damage, and

Whereas, Sweetwater County and the Sweetwater Conservation District and other partners are working together to replace the Bitter Creek Drop Structures and associated irrigation head gate to prevent further structure failure and damage; and

Whereas, Anadarko Petroleum Corporation has donated the land to Sweetwater County containing the Drop Structure and a portion of the access road right of way necessary to access said Drop Structure (see map); and

Whereas, Sweetwater County is working with the Rock Springs Grazing Association (RSGA) to acquire the RSGA portion of the road right of way necessary to access said Drop Structure (see map); and

Whereas, Sweetwater County and the Sweetwater Conservation District have met with the BLM Rock Springs Field Office to discuss the BLM requirements to acquire the necessary access road right of way across BLM land (see attached map);

Now therefore be it resolved, that to obtain, in the name of Sweetwater County, the necessary access road right of way across the BLM land, located in the NW1/4, NW1/4, Sec. 6, T19N, R102W, for the purposes of constructing and maintaining the proposed new Bitter Creek Drop Structure and its related facilities, Sweetwater County formally requests that the BLM Rock Springs Field Office accept and initiate the processing of the Sweetwater County Application for Transportation and Utility Systems and Facilities on Federal Lands and the related Road Plan of Development.

Now therefore be it further resolved, that the Chairman of the Sweetwater County Board of County Commissioners is granted the authority, on behalf of the Board, to approve and sign BLM documents related to the said right of way request and grant of access across said BLM land.

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

Dated this 16th day of September, 2014.

Sweetwater County Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

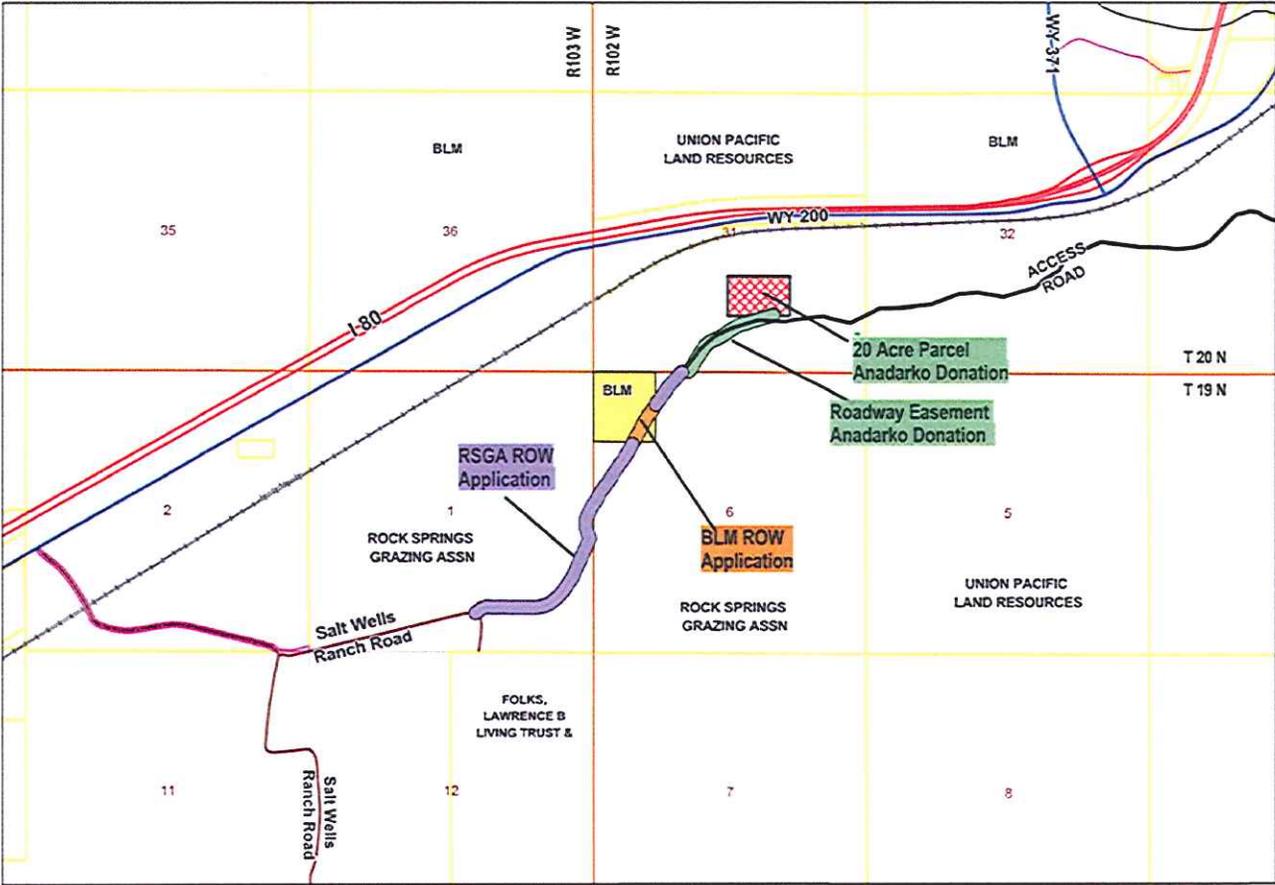
Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member



LOCATION AND OWNERSHIP OF ACCESS R.O.W. FOR BITTER CREEK DROP STRUCTURE



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<p>Date Requested: Tuesday, Sept. 16, 2014 Any time will work</p>	<p>Name & Title of Presenter: Mark Kot</p>
<p>Department or Organization: Planning</p>	<p>Contact Phone & E-mail: 352-3917</p>
<p>Exact Wording for Agenda: Board Acceptance of Special Warranty Deed and Roadway Easement donated by Anadarko</p>	<p>Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes - anytime in the agenda.</p>
<p>Will there be Handouts? (If yes, include with meeting request form) Copies of Special Warranty Deed and Roadway Easement</p>	<p>Will handouts require SIGNATURES: Yes - Roadway Easement</p>
<p>Additional Information: Special Warranty Deed for 20 acres and a corresponding access easement has been donated by Anadarko to Sweetwater County. This land and access easement donation is an important step in the process of the replacement of the Bitter Creek Drop Structure and protection of stream bank stability up and down stream of the structure. A formal presentation on the project will be presented at the Board's regular meeting on October 7th. The October 7th meeting will be attended by Dennis Ellis, Government Relations Advisor for Anadarko Petroleum Corporation.</p>	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. *****If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****
- Any documents requiring **Board Action or signature** are considered agenda items and need to be requested in the same manner.
- All **original** documents requesting action or signature must be submitted to Deputy County Clerk Vickie Eastin. However, a **copy** must be submitted to Sally Shoemaker for distribution of the packet and retention.
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item will be rescheduled.
- In order to determine placement on the agenda, please review the county website (www.sweet.wy.us/commissioner) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

SWEETWATER

C·O·U·N·T·Y

R

To: Sweetwater County Board of County Commissioners

From: Mark Kot, Public Lands Planner MK

Date: Tuesday, September 16, 2014

Subject: Acceptance of land donation and grant of roadway easement from Anadarko Petroleum Corporation for the purposes of relocating the Bitter Creek Drop Structure and its future maintenance

At your regular Board meeting, on Tuesday, September 16, 2014, the Board will officially accept the donation of land and roadway easement from Anadarko Petroleum Corporation for the purposes of relocating the Bitter Creek Drop Structure and providing for its future maintenance. The roadway easement will require a signature from the Sweetwater County Board Chairman and a notary by the Sweetwater County Clerk's Office. All documents have been reviewed and approved by the Sweetwater County Attorney's Office.

The size of the donated parcel is 19.8 acres and is located in the W1/2 SE1/4 Section 31, Township 20 North, Range 102 West. This parcel is located within the checkerboard ownership pattern approximately 20 miles east of the City of Rock Springs.

The Anadarko roadway easement is 0.37 miles in length and is a portion of an approximate 2 mile two track road that provides access to the donated parcel and the drop structure site. Other land owners that Sweetwater County will need to obtain access easements from include the Bureau of Land Management and the Rock Springs Grazing Association. Sweetwater County and the Conservation District are in discussions with the BLM and RSGA regarding obtaining the easements across their land in the name of Sweetwater County.

The maps on the next page show the general location of the Anadarko donated parcel and donated roadway easement.

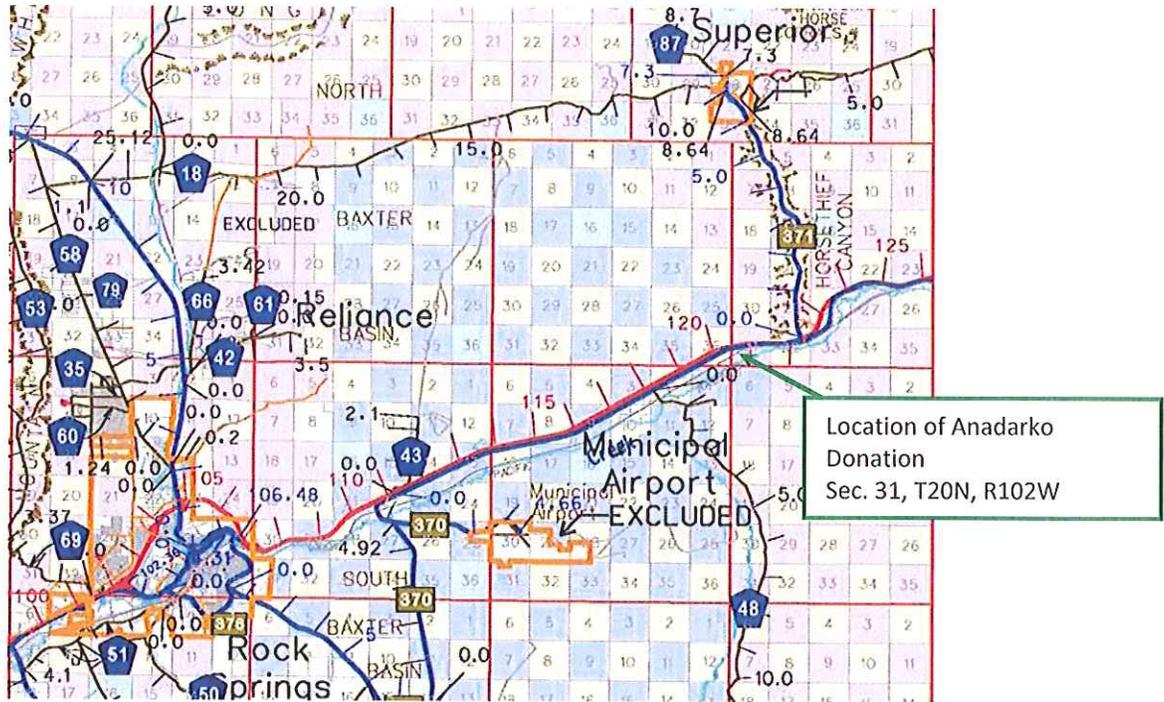
On Tuesday, Oct 7, 2014 at 11:15 a.m., the Board has scheduled time to formally thank and recognize Anadarko for their donation, and time for Sweetwater County Conservation District to present an overview of the purpose of the Bitter Creek Drop Structure Project, the importance of Anadarko land donation and an overview of the remaining steps to complete the project.

If you have any questions regarding the enclosed deed and access easement, please contact me at 307-872-3917.

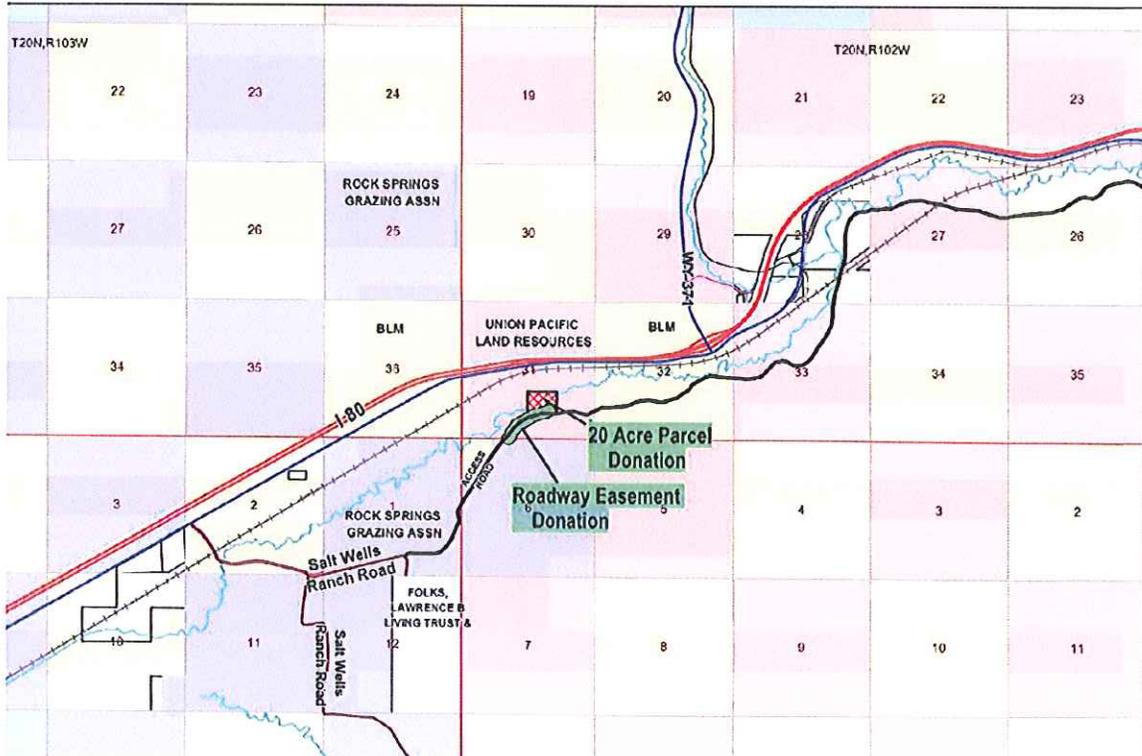
SWEETWATER

C.O.U.N.T.Y

General Location of Donated Parcel



Location of Anadarko Donation
20 Acre Parcel and Roadway Easement



SPECIAL WARRANTY DEED

COPY

STATE OF WYOMING §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SWEETWATER §

THAT ANDARKO LAND CORP., a Nebraska Corporation (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor paid by COUNTY OF SWEETWATER, STATE OF WYOMING ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY the SURFACE ESTATE ONLY of that certain tract or parcel of land lying and being situated in Sweetwater County, Wyoming, more fully described on Exhibit A and A-1 attached hereto and incorporated herein by this reference (the "Lands").

Grantor hereby EXCEPTS from this grant and RESERVES unto Grantor, its successors and assigns, forever, all oil, gas and other minerals and rights thereto owned by Grantor, together with the sole and exclusive and perpetual right to explore for and remove said oil, gas and other minerals, together with rights of surface use and access and rights of ingress and egress necessary or convenient for the exploration, development, production, storage, transport and marketing of oil, gas and other minerals, from the Lands or from lands pooled or unitized therewith, and easements for roads and pipelines over, under or within the above described premises.

Grantor also EXCEPTS and RESERVES unto the Grantor, its successors and assigns, forever, all pore space lying in and under the Lands. Grantor further reserves for itself, its agents, contractors, subcontractors, invitees, lessees, licensees, successors and assigns, the easements and rights to enter upon the Lands to drill, construct, maintain and use upon, within, and over the Lands injection wells, machinery, tanks, engines, pipelines, power and telephone lines, roadways, and, without limitation by reason of the foregoing enumeration, any and all other facilities necessary or convenient for the utilization of the pore space lying in and under the Lands for whatever reason, together with the right to remove said facilities, and the right to inject substances into the Lands regardless of origin,

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor to warrant and forever defend all and singular, the said premises unto the said Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, but only by, through and under Grantor, but not otherwise.

COPY

GRANTEE HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE IS RELYING SOLELY UPON GRANTEE'S INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY AND THAT GRANTEE IS ACCEPTING THIS COVEYANCE OF THE PROPERTY ON AN "AS IS" "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OR ANY KIND OR NATURE, EXCEPT AS EXPRESSLY SET FORTH HEREIN.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, GRANTOR SPECIFICALLY DISCLAIMS ANY REPRESENTATION, WARRANTY OR ASSURANCE WHATSOEVER TO GRANTEE, AND NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EITHER EXPRESS OR IMPLIED, ARE MADE BY GRANTOR OR RELIED UPON BY GRANTEE WITH RESPECT TO THE STATUS OF TITLE TO OR THE CONDITION OR MARKETABILITY OF THE LANDS, OR ANY PORTION THEREOF, INCLUDING BUT NOT LIMITED TO (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (c) THE COMPLIANCE OR LACK THEREOF OF THE LANDS WITH GOVERNMENTAL REGULATIONS OR ANY TYPE OF PERMITS, INCLUDING WITHOUT LIMITATION ENVIRONMENTAL LAWS, NOW EXISTING OR HEREAFTER ENACTED OR PROMULGATED.

This conveyance is expressly made subject to all existing easements, exceptions, covenants, conditions, reservations (mineral and/or royalty), restrictions, agreements and rights of way that burden the Lands, if any, whether or not filed of record. This conveyance is also expressly made subject to any existing oil, gas and mineral lease, if any, on the Lands, and the rights of the lessee(s) thereunder.

Grantee hereby assumes responsibility, if any exists, for the maintenance, continued use, and access to the Pierotto Ditch head gate and related drop-structure.

GRANTEE, BY THE ACCEPTANCE OF THIS ASSIGNMENT, AGREES TO INDEMNIFY AND HOLD HARMLESS GRANTOR AND ITS AFFILIATES, THEIR OFFICERS, AGENTS, AND EMPLOYEES, AGAINST AND FROM ANY AND ALL LIABILITY, LOSS, DAMAGE, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, FINES, PENALTIES, COSTS AND EXPENSES OF WHATSOEVER NATURE, INCLUDING ATTORNEY'S FEES AND COURT COSTS, WHICH MAY RESULT FROM PERSONAL INJURY TO OR DEATH OF PERSONS WHOMSOEVER, OR DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY OR THE ENVIRONMENT ARISING AFTER THE EXECUTION OF THIS SPECIAL WARRANTY DEED AND ITS RECORDING WITH THE REGISTER OF DEEDS, WHEN SUCH PERSONAL INJURY, DEATH, LOSS, DESTRUCTION OR DAMAGE, HOWSOEVER CAUSED, GROWS OUT OF OR ARISES FROM OR IN CONNECTION WITH GRANTEE'S OWNERSHIP OF THE PROPERTY CONVEYED HEREBY AND ANY APPURTENANCES OR IMPROVEMENTS LOCATED OR ACTIVITIES CONDUCTED THEREON. NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY APPLICABLE TO THE GRANTEE BY THE LAWS OF THE UNITED STATES OR THE LAWS OF THE STATE OF WYOMING.

COPY

EXECUTED this 20th day of August 2014.

ANADARKO LAND CORP.

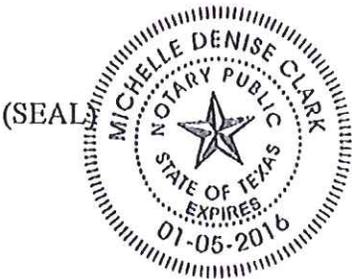
By: [Signature]
Jane Ann Byroad
Agent & Attorney-in-Fact

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 20th day of August 2014, by Jane Ann Byroad, as Agent and Attorney-in-Fact of **ANADARKO LAND CORP.**

Witness my hand and official seal.

My Commission expires: January 05, 2016



[Signature]
Notary Public, State of Texas

EXHIBIT A

Proposed Parcel Acquisition to Serve
THE BITTER CREEK HEADCUT DROP STRUCTURE
Section 31-20-102 : Anadarko Land Corp Lands

COPY

Legal Description

A parcel of land situate in the West Half of the Southeast Quarter of Section 31, Resurvey Township 20 North, Range 102 West of the 6th P.M., Sweetwater County, Wyoming, being more particularly described as follows:

Commencing at the southeast section corner of said Section 31;

Thence N52° 59' 19"W for a distance of 1,794.22 feet to the true POINT OF BEGINNING;

Thence N 89° 39' 29"W for a distance of 1,150.00 feet;

Thence N 0° 20' 31"E for a distance of 750.00 feet;

Thence S 89° 39' 29"E for a distance of 1,150.00 feet;

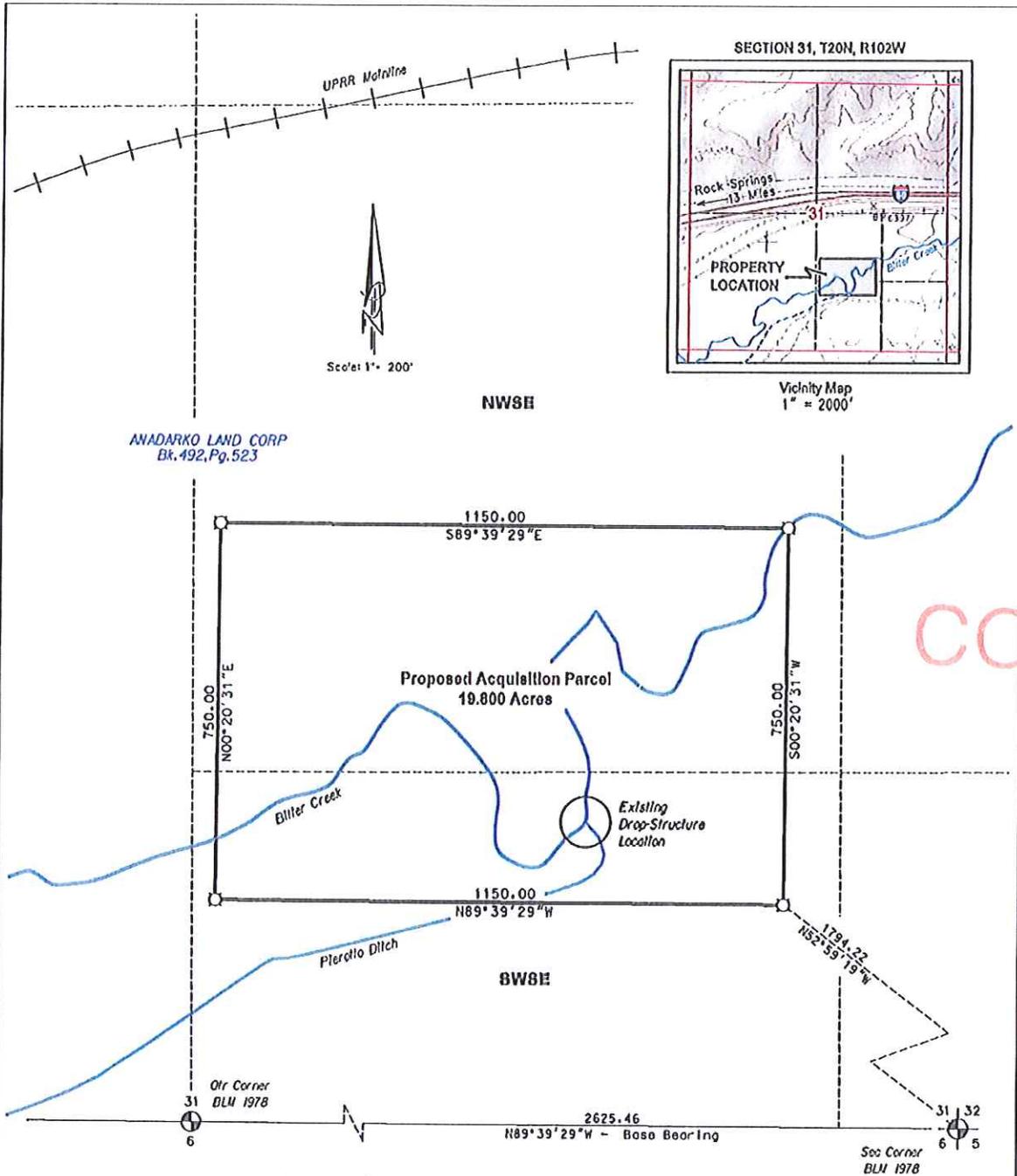
Thence S 0° 20' 31"W for a distance of 750.00 feet to the point of beginning.

Said parcel contains an area of 862,500.0 square feet or 19.800 acres, more or less.

All bearings reported herein are referred to GPS observation of the south section line of said Section 31 - N 89° 39' 29"W between found monuments at the southeast section corner and the south quarter corner thereof.

All in accordance with the survey map labeled Drawing No. 140501 attached hereto and by reference made a part hereof.

Prepared By: Rocky Mountain Survey, Inc
503 5th Street
Rock Springs, WY 82901



COPY

Statement of Surveyor

I, Kent E. Felderman, hereby certify that I am a Professional Land Surveyor, registered under the laws of the State of Wyoming, employed by Sweetwater County Conservation District to perform a Land Boundary Survey, and that this map accurately shows the results of said survey as performed by me or under my direct supervision, commencing on the 15th day of May, 2014.



Legend

- Bross Cop PLSS Corner Found
- Aluminum Cop Property Corner Set This Survey - PLS 6147
- Proposed Acquisition Parcel Body

MAP OF SURVEY

Proposed Parcel Acquisition to Serve
 The Bitter Creek Headcut Drop-Structure Reconstruction
 Located on ANADARKO LAND CORP Property
 Situate in the West Half of the Southeast Quarter
 Section 31, Resurvey Township 20 North, Range 102 West
 6th P.M., Sweetwater County, Wyoming

Proj No. 14-005 5/19/14 - K. Felderman
 Rev. 1 Owner Name - KF 6/24/14

Survey Notes

1) Bearings and distances denoted hereon are referred to GPS measurements observed during the course of this survey.



COPY

ROADWAY EASEMENT

STATE OF WYOMING §
COUNTY OF SWEETWATER § KNOW ALL PERSONS BY THESE PRESENTS:
§

THIS EASEMENT, Made this 20th day of August, 2014, between ANADARKO LAND CORP., a Nebraska Corporation, whose address is P.O. Box 1330 Houston, TX 77251, Grantor, and SWEETWATER COUNTY, STATE OF WYOMING, whose address is 80 West Flaming Gorge Way Green River, Wyoming 82935, Grantee.

WITNESSETH, That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee, and unto its successors and assigns, a non-exclusive EASEMENT for the sole purposes of a right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction and use of a non-exclusive access roadway for pedestrian and vehicular ingress and egress purposes together with the right to clear and keep clear all trees, roots, brush and other obstructions located in or on the Easement (hereinafter called "Roadway"), upon, along and under the surface of the land situate in County of Sweetwater, State of Wyoming, described in Exhibit A and A-1, (hereinafter called "Premises") attached and made a part hereof.

RESERVING, however, to Grantor, its successors and assigns, the right to construct at any and all times and to maintain roads, highways, pipelines and telephone, telegraph and electric power pole and wire lines, over, under and across (but in such a way as not unreasonably to interfere with) said Roadway of Grantee on the Premises; it being understood that the right so reserved to Grantor, its successors and assigns, is retained along with the general right of Grantor, its successors and assigns, to the use of the Premises for any purpose not inconsistent with the use by Grantee of said Easement for the purposes herein defined.

This Easement is made subject to all outstanding leases and other outstanding rights, including, but not limited to, those for highways and other roadways and rights of way for irrigation ditches, pipelines, pole and wire lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person which may affect the Premises, whether recorded or unrecorded, and is made without covenant of title or for quiet enjoyment.

The Easement granted herein is for a strip of land sixty feet (60') in width, which shall include the land thirty feet (30') on either side of the centerline described in Exhibit A and A-1.

The grant of Easement herein made is on the express condition that Grantor, its successors and assigns, shall not be liable to Grantee, its successors or assigns, for any damage occurring to the installations made or to be made by Grantee upon the Premises or for any other damage whatsoever occasioned by subsidence of the surface of the Premises as a result of mining underneath the same or resulting in any other way from the removal of coal or other minerals in or underlying the Premises.

All operations hereunder shall be conducted at the sole risk and expense of Grantee and in compliance with all federal, state, county and municipal laws, rules, ordinances and regulations which are applicable to the area of operations including but not limited to those pertaining to environment, safety, fire, sanitation, conservation, water pollution, air quality, waste management, toxic and chemical management and reporting, and fish and game. All operations hereunder shall be conducted in a prudent manner. If, as a result of Grantee's operations upon or use of said Premises hereunder, any statute, law, ordinance, rule, regulation or requirement is violated, Grantee shall protect, save harmless, defend and indemnify Grantor, its officers, employees and/or agents, against and from any and all penalties, fines, costs and expenses, including court costs and counsel fees, imposed upon or incurred by Grantor, its officers, employees and/or agents, resulting from, or connected with, such violation and/or violations.

Grantee shall not suffer or permit any mechanic's lien, or other lien, to be filed against said Premises or any part thereof, by reason of work, labor, services, or materials supplied, or claimed to have been supplied, to Grantee, or anyone claiming under Grantee. If any such mechanic's lien, or other lien, shall at any time be filed against said Premises, Grantee shall cause the same to be discharged of record within thirty (30) days of the date of filing the same, and if Grantee shall fail to discharge such lien within such period, then Grantor may, at its option, discharge the same by paying the amount claimed to be due without inquiry into the validity of the same and Grantee shall thereupon reimburse Grantor within thirty (30) days for any payment so made.

COPY

Grantee is advised that the generation, transportation, treatment, storage and disposal of hazardous wastes are controlled by the Federal Resource Conservation and Recovery Act of 1976 and regulations issued pursuant to the Act and subsequent Acts by the United States Environmental Protection Agency (EPA) and/or state agencies. If Grantee's use of the Premises shall include any regulated hazardous waste activities, Grantee shall obtain a hazardous waste permit from the EPA or appropriate state agency and shall provide copy of same to Grantor.

GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, BY THE ACCEPTANCE OF THIS EASEMENT, AGREES TO INDEMNIFY AND HOLD HARMLESS GRANTOR AND ITS AFFILIATES, THEIR OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS, AGAINST AND FROM ANY AND ALL LIABILITY, LOSS, DAMAGE, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, FINES, PENALTIES, COSTS AND EXPENSES OF WHATSOEVER NATURE, INCLUDING ATTORNEY'S FEES AND COURT COSTS, WHICH MAY RESULT FROM PERSONAL INJURY TO OR DEATH OF PERSONS WHOMSOEVER, OR DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY OR THE ENVIRONMENT, INCLUDING THE ROADWAY OF GRANTEE, AND INCLUDING ENVIRONMENTAL CLAIMS, NATURAL RESOURCE DAMAGE CLAIMS, CLAIMS FOR ENVIRONMENTAL VIOLATIONS, ENVIRONMENTAL NONCOMPLIANCE, OR ENVIRONMENTAL RELEASES PURSUANT TO THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA) SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT (SARA), THE TOXIC SUBSTANCE CONTROL ACT (TSCA), THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT, THE SAFE DRINKING WATER ACT, OCCUPATIONAL SAFETY AND HEALTH LAWS, AND REGULATIONS PURSUANT THERETO OR TO THEIR STATE STATUTORY OR REGULATORY EQUIVALENTS, OR GROWING OUT OF INTERFERENCE WITH THE PROPER OPERATION OF SIGNAL OR TELEPHONE LINES, OR OTHER ELECTRICALLY OPERATED DEVICES OR APPURTENANCES OF GRANTOR OR ITS AFFILIATES, OR OF ITS OR THEIR TENANTS, WHEN SUCH PERSONAL INJURY, DEATH, LOSS, DESTRUCTION OR DAMAGE, HOWSOEVER CAUSED, ARISING AFTER THE EXECUTION OF THIS ROADWAY EASEMENT AND ITS RECORDING WITH THE REGISTER OF DEEDS, GROWS OUT OF OR ARISES FROM OR IN CONNECTION WITH THE GRANTEE'S CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, RENEWAL, RECONSTRUCTION, REMOVAL OR USE OF SAID ROADWAY OR FROM ELECTRIC CURRENT CONDUCTED THEREON OR ESCAPING THEREFROM, UNLESS CAUSED BY THE SOLE AND DIRECT NEGLIGENCE OF GRANTOR OR ANY OF ITS AFFILIATES OR ANY OF ITS OR THEIR OFFICERS, EMPLOYEES AND/OR AGENTS. NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY APPLICABLE TO THE GRANTEE BY THE LAWS OF THE UNITED STATES OR THE LAWS OF THE STATE OF WYOMING.

The term "affiliate" (or "affiliates" as the case may be) as used herein means any corporation which directly or indirectly controls, or is controlled by, or is under common control with Grantor.

Grantee shall not assign this Easement, or any interest therein, without the written consent of Grantor, which consent shall not be unreasonably withheld.

Subject to the foregoing, the terms and conditions of this grant shall be applicable to Grantee, its successors and assigns.

Grantee hereby agrees that the surface of any of the Premises disturbed in the exercise of the rights granted hereunder to Grantee shall be reseeded by Grantee, at the sole expense of Grantee, in a manner consistent with applicable Governmental requirements on comparable adjacent areas of public lands. Grantee shall eradicate all noxious weeds from the Premises and shall not allow the same to go to seed. Additionally, Grantee shall not change the location of or injure any permanent fences or irrigation structures located on the Premises.

The Easement herein granted is subject to the needs and requirements of Grantor, its successors and assigns, in the improvement and use of its property, and Grantee shall, at the sole expense of Grantee, move all or any portion of said Roadway to such new location or remove said Roadway from the Premises, as Grantor may designate, whenever Grantor shall find that such Roadway unreasonably interferes with Grantor's contemplated use of the Premises. All the terms, conditions and stipulations herein expressed with reference to said Roadway on the Premises shall apply to the Roadway as modified, changed or relocated within the contemplation of this paragraph.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its Attorney-in-Fact, the day and year first herein written.

COPY

ANADARKO LAND CORP.

By: [Signature]
Jane Ann Byroad
Its: Agent and Attorney-In-Fact ^{Notary}

SWEETWATER COUNTY

By: _____
Its: _____

STATE OF TEXAS)
COUNTY OF MONTGOMERY) ss:

The foregoing instrument was acknowledged before me this 20th day of August, 2014, by Jane Ann Byroad, Agent and Attorney-In-Fact of Anadarko Land Corp.

WITNESS my hand and official seal.

My commission expires: January 05, 2016



[Signature]
Notary Public

STATE OF WYOMING)
COUNTY OF SWEETWATER) ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ of Sweetwater County, State of Wyoming.

WITNESS my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

EXHIBIT A

*Proposed Access Right of Way to Serve
THE BITTER CREEK HEADCUT DROP STRUCTURE
Section 31-20-102 : Anadarko Land Corp Lands*

COPY

Legal Description

A strip of land 60.0 feet in width situate in the Southeast Quarter of the Southwest Quarter and the Southwest Quarter the Southeast Quarter (SESW and SWSE), Section 31, Resurvey Township 20 North, Range 102 West of the 6th P.M., Sweetwater County, Wyoming, said strip lying 30.0 feet on each side of the following described centerline:

Commencing at the south quarter corner of said Section 31;

Thence on the south line of said Section 31, S89° 56' 22"W for a distance of 769.72 feet to the true POINT OF BEGINNING;

Thence N39° 0' 46"E for a distance of 96.10 feet;

Thence N27° 47' 13"E for a distance of 161.86 feet;

Thence N33° 29' 53"E for a distance of 336.55 feet;

Thence N51° 18' 3"E for a distance of 87.56 feet;

Thence N63° 53' 18"E for a distance of 264.37 feet;

Thence N55° 41' 25"E for a distance of 353.99 feet;

Thence N74° 51' 57"E for a distance of 135.27 feet;

Thence N72° 53' 27"E for a distance of 173.64 feet;

Thence N73° 44' 10"E for a distance of 366.15 feet;

Thence N55° 34' 34"E for a distance of 14.55 feet to a point on the south boundary of an associated acquisition parcel, lying N37° 14' 48"E, a distance of 1,338.51 feet from the south quarter corner of said Section 31.

The sidelines of said strip to be shortened or lengthened to begin and terminate on the respective, cited boundary lines.

Said strip being 1,990.04 feet, 120.608 rods, or 0.377 miles in length contains an area of 2.733 acres, more or less.

*Prepared By: Rocky Mountain Survey, Inc
503 5th Street
Rock Springs, WY 82901*

*Proposed Access Right of Way to Serve
THE BITTER CREEK HEADCUT DROP STRUCTURE
Section 31-20-102 : Anadarko Land Corp Lands*

COPY

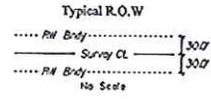
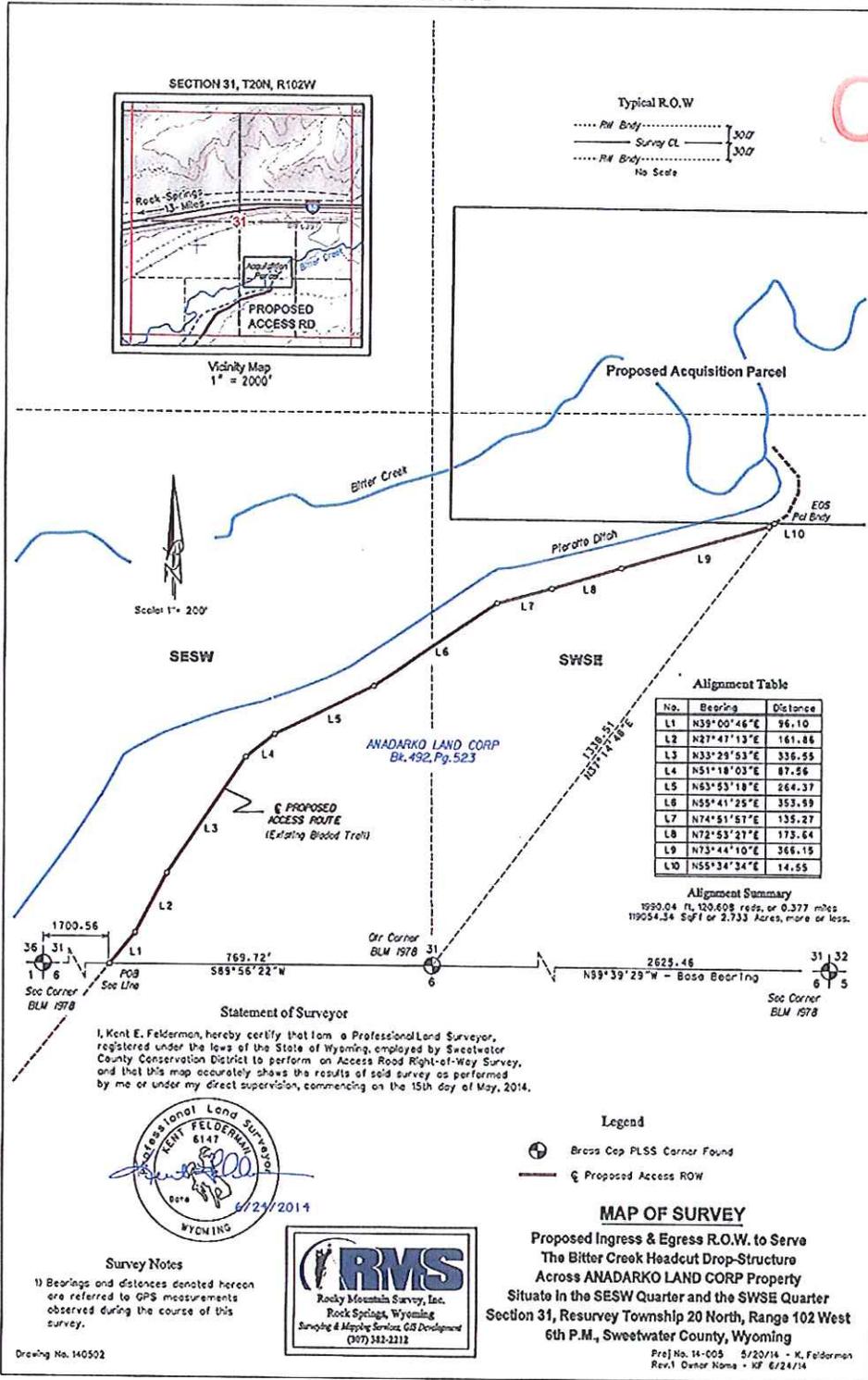
Legal Description

All bearings reported herein are referred to GPS observation of the south section line of said Section 31 - S 89° 56' 22"W between found monuments at the south quarter corner and the southwest section corner thereof.

All in accordance with the survey map labeled Drawing No. 140502 attached hereto and by reference made a part hereof.

*Prepared By: Rocky Mountain Survey, Inc
503 5th Street
Rock Springs, WY 82901*

COPY



Alignment Table

No.	Bearing	Distance
L1	N39°00'46"E	96.10
L2	N27°47'13"E	161.86
L3	N33°29'53"E	336.55
L4	N51°18'03"E	87.56
L5	N63°53'18"E	264.37
L6	N55°41'25"E	353.99
L7	N74°51'51"E	135.27
L8	N72°53'21"E	173.64
L9	N73°44'10"E	366.19
L10	N55°34'34"E	14.55

Alignment Summary
 1990.04 ft, 120,608 rods, or 0.377 miles.
 19054.34 Sq Ft or 2.733 Acres, more or less.

Statement of Surveyor
 I, Kent E. Felderman, hereby certify that I am a Professional Land Surveyor, registered under the laws of the State of Wyoming, employed by Sweetwater County Conservation District to perform an Access Road Right-of-Way Survey, and that this map accurately shows the results of said survey as performed by me or under my direct supervision, commencing on the 15th day of May, 2014.



Survey Notes
 1) Bearings and distances denoted hereon are referred to GPS measurements observed during the course of this survey.



Legend
 Brass Cap PLSS Corner Found
 Proposed Access ROW

MAP OF SURVEY
 Proposed Ingress & Egress R.O.W. to Serve
 The Bitter Creek Headcut Drop-Structure
 Across ANADARKO LAND CORP Property
 Situate in the SESW Quarter and the SWSE Quarter
 Section 31, Resurvey Township 20 North, Range 102 West
 6th P.M., Sweetwater County, Wyoming
 Proj No. 14-005 5/20/14 - K. Felderman
 Rev 1 Owner Name - KF 6/24/14

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 9/16/2014	Name & Title of Presenter: Marty Dernovich, Purchasing Manager
Department or Organization: Purchasing	Contact Phone & E-mail: 922-5435 dernovichm@sweet.wy.us
Exact Wording for Agenda: Approval for Surplus Property Sale	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 10 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: No
Additional Information:	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. *****If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.
- All **original** documents requesting action or signature must be submitted to Deputy County Clerk Vickie Eastin. However, a **copy** must be submitted to Sally Shoemaker for distribution of the packet and retention.
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item will be rescheduled.
- In order to determine placement on the agenda, please review the county website (www.sweet.wy.us/commissioner) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

- Marty Dernovich, Manager
(307) 922-5435
- Marilyn "Mel" Nomis, Senior Buyer
(307) 922-5436
- Erin Wyant, Inventory Warehouse Controller
(307) 922-5437

50140 A US HWY 191 S • Rock Springs, WY 82901
Main (307)922-5434 • Fax (307)872-6469

To: Sweetwater County Commissioners

From: Purchasing / Marty Dernovich *MD*

Date: September 10, 2014

Subject: Inventory Sale Approval Request

The Purchasing office is in the process of setting up a surplus property sale for out dated equipment, gas pumps, generator, damaged furniture and miscellaneous other items that are no longer in use or wanted by County Departments. We have set aside any furnishing in good condition that will be used in the Health and Human Service Building. Also by allowing the sale of these assets it will clean up the storage building and allow for a different use. The attached surplus property summary list is for the Board of Commissioners to review and make a motion to allow for public sale and disposal.

We are currently tagging all items and will have a complete list at the time of the sale. When sale is complete a report will be provide to the Board for your information and any proceeds will be given to County Treasurer for deposit.

Purchasing is scheduling sale to be by the end of September and will be advertised in the County's Legal Newspaper.



2014 SWEETWATER COUNTY SURPLUS SALE

Car Wash Sprayer
Welder
Portable Pipe Freezing Equipment
Drill Press
Weed Eater
Leaf Blower
Wheel Barrow
Hedge Trimmer
Misc Hand Tools
Mohawk Sprayer
Sign Making Machine (Wood Engraver)
Blue Ray Machine
Misc Wyoming Cat Parts
Microfiche
Incubation Machine
Ice Machine
Ice Machine Motor
6 Vacuums & Accessories
Map Cabinets
Old Metal Bookcase
Boxes of Office Phones
2-Way Radios
Faxing Phones
Recorders
GPS Units
File Cabinets
Chairs
2 Couches
Printer Stands
2 Podiums
Very Used Desks
Lockers
Partition Boards
Projector Set
Time Clocks
Cameras
Camcorders
Kodak Carousels
Modems
Gateway CPU's Towers
Laptop
Monitors
Printers
Fax Copier

Toners
Printer Cartridges
Type Writers
VR20 V-Track
VHS Tapes Blank
Zip Drives
Misc Office labels (very old)
Used Binders
Gas Pumps
Refrigeration Unit (walls)
2 Refrigeration Power Units
Old Generator
Old Metal Boat
Keyboards
Mice
Speakers