

NOTICE

**THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS
WILL MEET ON TUESDAY, November 18, 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: 11-4-14

ACCEPTANCE OF BILLS

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

COMMISSIONER COMMENTS/REPORTS

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

COUNTY RESIDENT CONCERNS

9:30

ACTION/PRESENTATION ITEMS

9:40 Amendment One to the Contract between WYDOT
 & the SWCO Commission

9:45 Board Appointments:
 1. Community Fine Arts
 2. Joint Travel and Tourism
 3. Library

4. Southwest Counseling

- 9:55** Interagency Agreement between Wyoming Dpt of Health, Division of Healthcare Financing and SWCO Public Health Nursing
- 10:00** Approval of Resolution- Formation and Trustees Election for High Desert Rural Healthcare District
- 10:05** Request to Replace Vacant Custodial Positions
- 10:10** Request to Re-Staff Vacant Position at the Detention Center
- 10:15** Approval of the FY 2014 Homeland Security Grant Program Award Agreements
- 10:20** Renewal of BLM Right of Way Grant #WYW77776 for Portions of County Road 4-27 (Aspen Mountain Road)

OTHER

LUNCH

PLANNING & ZONING PUBLIC HEARING

- 1:30** 1. Church & Dwight- Variance to Allow Landfill in Mineral Development Zoning District and Conditional Use Permit to Operate Landfill in Commercial Zoning District
2. Barbara and David Holgate- Variance- Setback Requirements

ACTION/PRESENTATION ITEMS CONTINUED

- 1:50** Request to Proceed with Plat Vacation of Part of Covered Wagon Subdivision

EXECUTIVE SESSION AS NEEDED

ADJOURN

[County's website at www.sweet.wy.us](http://www.sweet.wy.us)

November 4, 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 the agenda. Commissioner Van Matre seconded the motion.
The motion carried.

Approval of Minutes: 10-21-14

Commissioner Kolb moved to approve the minutes dated October 21, 2014. Commissioner Bailiff seconded the motion. The motion carried.

Acceptance of Bills

Approval of County Vouchers/Warrants and Bonds

Commissioner Kolb moved to approve the county vouchers/warrants and the bonds. Commissioner Van Matre seconded the motion. The motion carried.

Put Vouchers here

James Burnett	Predatory Animal District of SWCO, Secretary/Treasurer	\$10,000.00
Lowell Aaron Clawson	SWCO Solid Waste District #2, Secretary/Treasurer	\$10,000.00
Shirley DeLambert	Eden Valley Solid Waste District, Treasurer	\$10,000.00

Public Hearing

RS/SWCO Airport Budget Amendment

Accounting Manager Bonnie Phillips presented Resolution 14-11-CL-01. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the hearing was closed. *Commissioner Van Matre moved for favorable consideration of Resolution 14-11-CL-01 which is an amendment for the Sweetwater County Budget. Commissioner Kolb seconded the motion.* Following further discussion regarding the Joint Powers Agreement, the motion carried.

**RESOLUTION 14-11-CL-01
SWEETWATER COUNTY
BUDGET AMENDMENT**

DUE to additional funding needed by the Rock Springs Sweetwater County Airport, in the amount of \$18,810,

WHEREAS, it has been determined that the aforementioned funds need to be transferred within the 2014-2015 County Budget,

WHEREAS, the Notice of Public Hearing has been published in accordance with the regulations and rules governing the budget process and there being no protests filed or expressed to the Board of County Commissioners regarding this amendment to the Sweetwater County Budget at the hearing,

BE IT THEREFORE RESOLVED: that the 2014-2015 fiscal year budget for Sweetwater County be amended to reflect the following budget changes and the County Clerk's office issue a warrant to Rock Springs Sweetwater County Airport in the amount of \$18,810:

Expenditures Increase General Fund:

Rock Springs Sweetwater County Airport	\$18,810
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Budget Adjustments Decrease:

Budget Adjustments	\$18,810
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Dated at Green River, Wyoming this 4th day of November, 2014.

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

Transfer of Retail Liquor License

Deputy County Clerk's Rose Claxton and Vickie Eastin presented the transfer of a retail liquor license from Ron & Cathy Ronick (dba Ted's Supper Club) to Kayar Distributing (dba Kelly's Hitching Post). Chairman Johnson opened the public hearing. Hearing no comments, the hearing was closed. ***Commissioner Bailiff moved to allow the transfer. Commissioner West seconded the motion.*** Following discussion, the motion carried.

Commissioner Comments/Reports

Commissioner Kolb

Commissioner Kolb explained that he spoke with Land Use Director Eric Bingham regarding Jake-brake rules in Sweetwater County. Commissioner Kolb reported that he attended a video seminar titled "protecting your courthouse courtroom," the Mountain Circuit rodeo, the Events Complex board meeting, a Young at Heart Senior Center dinner, the Cowboys against Cancer benefit, and all of the forums. Lastly, Commissioner Kolb noted that he spoke with Land Use Director Eric Bingham, Public Works Director John Radosevich, Accounting Manager Bonnie Phillips, County Treasurer Robb Slaughter, County Assessor Pat Drinkle, Deputy County Attorney Marc Dedenbach, and County Clerk Dale Davis.

Commissioner Van Matre

Commissioner Van Matre reported that he attended the Young at Heart Senior Center board meeting as well as the Young at Heart Senior Center dinner. Commissioner Van Matre noted that he attended the county commissioner forum and spoke with VSO Director Larry Levitt and IT staff members.

Chairman Johnson

Chairman Johnson addressed local services provided to veterans and noted that Sweetwater County has been the leader in implementing Tri-County veteran services. Chairman Johnson reported that he attended the Coalition of Local Governments (CLG) meeting and explained that the topics of discussion were lands with wilderness characteristics, the Forest Service making a claim on all ground water in the national forest, the transportation plan, and sage grouse. Chairman Johnson explained that the commission will have an opportunity to comment on the proposed rule to define "Waters of the United States" under the Clean Water Act that has been drafted by the Wyoming County Commissioners Association (WCCA). Chairman Johnson expressed his appreciation to the Wyoming Association of Conservation Districts for selecting him as the recipient for the 2014 outstanding elected official and extended his appreciation to his co-commissioners for supporting land in Sweetwater County and allowing him to represent the commission. Chairman Johnson presented a draft letter addressed to Governor Mead regarding Sweetwater County comments regarding Wyoming water strategy. Lastly, Chairman Johnson explained that he will be attending a meeting in Saratoga, Wyoming and therefore will not be present for the election results.

Commissioner West

Commissioner West extended his congratulations to Chairman Johnson for being selected as the 2014 outstanding elected official. Commissioner West reported that he attended the Southwest Counseling Services board meeting, the Sweetwater County Memorial Hospital Finance and Audit Committee meeting, Programmer Kathy Cortez's retirement luncheon, and two meetings for the Specific Purpose Tax Joint Powers Board. Commissioner West explained that he reviewed light samples for the Health and Human Services building. Commissioner West commented on the 6th cent project for the improvement on County Road 4-11 (Texas Gulf, FMC Road) and thanked Public Works Director John Radosevich, staff and contractors for a job well done. Lastly, Commissioner West asked Public Works Director John Radosevich to provide an update on the Salt/Sand storage.

Commissioner Bailiff

Commissioner Bailiff extended his congratulations to Chairman Johnson for being selected as the 2014 outstanding elected official. Commissioner Bailiff reported that the SW Wrap van was vandalized and questioned if the county could assist and/or if SW Wrap had insurance to cover the cost of damage. Commissioner Bailiff reported that he attended the Mountain Circuit rodeo, the Recreation Board meeting, the Joint Powers Communication Board meeting, and the Ambulance Service Board meeting. Commissioner Bailiff explained that both the Joint Powers Communication and Ambulance Service Boards are working on Ebola protocol. Commissioner Bailiff explained that the Ambulance Service Board is working on a needs assessment grant which would require a \$5,000.00 cash match and questioned if Grants Manager Krisena Marchal would assist in the process. Commissioner Bailiff noted that he spoke with Human Resource Director Garry McLean regarding the Fire Marshal applications and explained that the process is moving along. Lastly, Commissioner Bailiff reported that he attended the forums for Sheriff, County Attorney and County Commissioner.

County Resident Concerns

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

Break

Chairman Johnson called for a break.

Action/Presentation Items

Request Approval for a Catering Permit for a Wedding Reception

Deputy County Clerk Anita Frey presented the Eden Saloon Inc. catering permit application for a wedding reception on December 13, 2014 to be held at the Eden Valley Community Center. Following discussion, *Commissioner West moved to approve the request. Commissioner Van Matre seconded the motion.* The motion carried.

Approval of Wyoming Downs LLC to Conduct Pari-Mutuel Wagering in Sweetwater County

Commissioner Kolb moved to un-table the item. Commissioner West seconded the motion. The motion carried. Deputy County Attorney Marc Dedenbach presented Resolution 14-11-CC-01. Following discussion relative to the machines, Chairman Johnson opened public comment. Hearing no comments, the hearing was closed. *Commissioner Kolb moved to approve Resolution 14-11-CC-01 a resolution approving Wyoming Downs, LLC, to conduct pari-mutuel wagering on live horse racing, historic racing, and simulcast events within Sweetwater County and stating that this issue has been forced upon the commission. Commissioner Van Matre seconded the motion.* Following discussion relative to the legislature not understanding pari-mutuel wagering, and stating that the commission was forced to approve, the motion carried with Commissioner Bailiff voting nay.

**A RESOLUTION APPROVING WYOMING DOWNS, LLC, TO CONDUCT PARI-MUTUEL WAGERING ON LIVE HORSE RACING, HISTORIC HORSE RACING, AND SIMULCAST EVENTS WITHIN SWEETWATER COUNTY, WYOMING
RESOLUTION #14-11-CC-01**

WHEREAS, the Wyoming State Legislature passed and the Governor of the State of Wyoming signed into law changes to Wyoming Statutes, Title 11, Chapter 25, to permit pari-mutuel wagering on historic races (*see* Laws of Wyoming, 2013, Ch. 75); and,

WHEREAS, the Wyoming Pari-mutuel Commission has adopted rules that were filed with the Secretary of State on December 18, 2013 regulating pari-mutuel wagering on simulcast events, including historic races; and,

WHEREAS, Wyoming Downs, LLC, currently holds the necessary and appropriate permits issued by the Wyoming Pari-mutuel Commission to operate simulcasting facilities in the State of Wyoming; and,

WHEREAS, Wyoming Downs, LLC, is desirous of expanding its operations into Sweetwater County, from a satellite facility at the Liquor Depot, 2201 Foothill Blvd., Unit F, Rock Springs, WY 82901, to include pari-mutuel wagering on live horse racing, historic horse racing, and simulcast events; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE COUNTY OF SWEETWATER, WYOMING: That, pursuant to Wyo. Stat. § 11-25-102(a)(vii)(B), the Sweetwater County Board of Commissioners approves Wyoming Downs, LLC, to conduct pari-mutuel wagering on live horse racing, historic horse racing, and simulcast events within Sweetwater County.

RESOLVED this 4th day of November, 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

Request to Replace Vacant Custodial Position

Custodial Supervisor Karen Bailey and Human Resource Director Garry McLean requested authorization to re-staff a vacant custodial position. *Commissioner West moved to approve the request. Commissioner Kolb seconded the motion.* The motion carried.

Request to Replace Vacant VSO Position

VSO Director Larry Levitt and Human Resource Director Garry McLean requested authorization to re-staff a vacant VSO position. *Commissioner Kolb moved to approve. Commissioner Bailiff seconded the motion.* The motion carried.

CDC Landscaping Bid Consideration

Plan One Architect Charlie Van Over and Facilities Manager Chuck Radosevich presented the Rock Springs Child Development Center landscaping bid results and recommended to award the bid to Cheeney Landscaping, LLC in the amount of \$248,500.00. Following discussion, Chairman Johnson entertained a motion, as recommended by staff, to award the bid to Cheeney Landscaping, LLC in the amount of \$248,500.00. *Commissioner West so moved. Commissioner Bailiff seconded the motion.* The motion carried.

Approval of the 2012/2013 Nonparticipating State Award Subgrant Agreement from Volunteers of America Northern Rockies

Grants Manager Krisena Marchal and Juvenile Probation Director Karin Kelly presented the 2012/2013 nonparticipating State Award Subgrant Agreement from Volunteers of America Northern Rockies. Following discussion, Chairman Johnson entertained a motion to approve, and authorize the Chairman to sign, the 2012/2013 nonparticipating State Award Subgrant Agreement from Volunteers of America Northern Rockies. *Commissioner Van Matre so moved. Commissioner Kolb seconded the motion.* The motion carried.

Break

Chairman Johnson called for a break.

Court Security Committee Appointees

Judges Richard Lavery, John Prokos, and Nena James discussed Court Security Committee statutory requirements and explained that important key members should be appointed to the committee and requested direction from the commission relative to who should appoint members and how expansive the scope of security should be within the courthouse. Following discussion, the commission concurred that the judges make a recommendation as to who they wish to serve on the committee and to keep the scope to the courtroom facility area at this time. Also present were Sergeant Brett Stokes and Corporal Tony Niemiec.

Other

Chairman Johnson addressed the draft letter to Governor Mead regarding Sweetwater County comments on the Wyoming water strategy. After the commission read the letter, Chairman Johnson entertained a motion to approve the letter that has been drafted and dated November 4, 2014, to Governor Mead relative to "Sweetwater County comments regarding the Wyoming water strategy public input session's possible initiative executive summary." *Commissioner Kolb moved to approve the draft letter. Commissioner West seconded the motion.* The motion carried.

Executive Session(s)-Personnel/Legal

Chairman Johnson entertained a motion to enter into executive session for legal and personnel. *Commissioner West moved to go into executive session. 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

Don Van Matre, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

	DATE	AMOUNT	WARRANT #S
EAL	11/7/2014	571,750.50	62520-62535
EAL	11/14/2014	7,476.71	
EAL	11/18/2014	1,508,631.50	
EAL			

	AMOUNT	Payroll:	Check #	Advice #
Payroll Run	1,362,231.40		62480-62518	12498-12753
Payroll Run	20,066.98		62519	12754-12755

TOTAL AMOUNT \$3,470,157.09

Vouchers in the above amount are hereby approved and ordered paid this date of 11/18/2014

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

County Clerk

Reid O. West, Member

Authorization for Monthly Reports
11-18-14

1. Clerk of District Court

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Attest:

Donald Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

Monthly Statement

Statement of the earnings or collections of **Donna Lee Bobak** as **Clerk of District Court** within and for the county of Sweetwater, state of Wyoming, for the month ending:

SEPTEMBER, 2014

Reported to the Board of County Commissioners of said County.

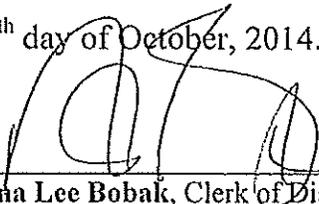
<u>CIVIL FEES</u>	\$	5,401.08
Code: DC		
<u>BOND FORFIETED</u>	\$.00
Code: FO		
<u>CRIMINAL FINES</u>	\$	27.34
Code: CF		
TOTAL EARNINGS	\$	5,428.42

Clerk of District Court Check #8280

STATE OF WYOMING
COUNTY OF SWEETWATER

I hereby certify that the above is a true and correct statement of the earnings of my office, or of moneys collected by me as such officer, during the month above mentioned, and that the same has been by me paid into the county treasury

Witness, my hand and seal this 28th day of October, 2014.



Donna Lee Bobak, Clerk of District Court



Monthly Statement

Statement of the earnings or collections of **Donna Lee Bobak** as **Clerk of District Court** within and for the county of Sweetwater, state of Wyoming, for the month ending:

OCTOBER, 2014

Reported to the Board of County Commissioners of said County.

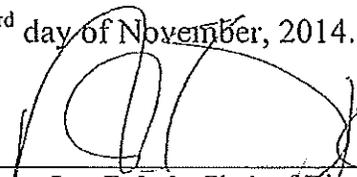
<u>CIVIL FEES</u>	\$	5,239.50
Code: DC		
<u>BOND FORFIETED</u>	\$.00
Code: FO		
<u>CRIMINAL FINES</u>	\$	30.00
Code: CF		
<u>TOTAL EARNINGS</u>	\$	5,269.50

Clerk of District Court Check # 8393

STATE OF WYOMING
COUNTY OF SWEETWATER

I hereby certify that the above is a true and correct statement of the earnings of my office, or of moneys collected by me as such officer, during the month above mentioned, and that the same has been by me paid into the county treasury

Witness, my hand and seal this 3rd day of November, 2014.



Donna Lee Bobak, Clerk of District Court



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 11-18-14	Name & Title of Presenter: Commissioner Kolb
Department or Organization:	Contact Phone & E-mail:
Exact Wording for Agenda: Amendment One to the Contract between WDOT & the Sweetwater County Commission	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes- will need to mail originals to: Dennis Byrne, WYDOT/Aero Div. 200 E 8th Ave, Cheyenne, WY 82001-1440
Additional Information: Brief description of why the State is filing an amendment: When generating the funds on the state side for our recently executed grant agreement, it was brought to my attention that the state and community share percentage matches were rounded; this creates an issue where the total funds don't quite match them. Even though the total dollar amounts contained in the agreement are correct, we will have to adjust the stated percentages out four decimal points in order to match those dollar amounts within \$1. This explanation came from Sheri Taylor with the WDOT Aeronautics Division.	

- 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.

**AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF TRANSPORTATION
& THE SWEETWATER COUNTY COMMISSION**

1. **Parties.** This Amendment is made and entered into, by and between the WYOMING DEPARTMENT OF TRANSPORTATION, herein after referred to as "WYDOT", whose address is 5300 Bishop Blvd., Cheyenne, WY 82009, and the SWEETWATER COUNTY COMMISSION, hereinafter referred to as "Sponsor," whose address is 80 West Flaming Gorge Way, Suite 109, Green River, WY 82935.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Grant Agreement between WYDOT and the Sponsor, which was duly executed on September 9, 2014, and which became effective on July 1, 2014. The purpose of this Amendment is to change WYDOT's financial commitment to this service through the Sponsor to Sixty Four Point Eight Two Six Three percent (64.8263%), and the Sponsors financial commitment to this service to Thirty Five Point One Seven Three Seven percent (35.1737%) of the total payment submitted each quarter

The original Grant Agreement dated July 1, 2014, had rounded whole number percentages for both WYDOT and Sponsor shares.

3. **Term of the Amendment.** This Amendment shall commence on July 1, 2014, and shall remain in full force and effect through the term of the Grant Agreement, unless terminated at an earlier date. Termination shall be pursuant to the provisions of the original Grant Agreement, or pursuant to federal or state statute, rule or regulation.

4. **Amendments.**

A. The eighth (8th) sentence of Section Five (5) of the original Grant Agreement is hereby amended, and shall read as follows:

"Sponsor agrees to pay Thirty Four Point One Seven Three Seven percent (34.7137%) of the total monthly payment submitted each quarter, with a maximum exposure of Seven Hundred Eighteen Thousand, Two Hundred and Sixty Seven Dollars (\$718,267), for the 12-month term."

B. The (11th) eleventh sentence of Section Five (5) of the original Grant Agreement is hereby amended to read as follows:

"Assuming all criteria above are met, WYDOT's financial commitment to this service, through the Sponsor, shall be Sixty Four Point Eight Two Six Three percent (64.8263%) of the total payment submitted each quarter with a maximum exposure of One Million, Three Hundred and Twenty Three Thousand, and Seven Hundred and Ninety Two Dollars (\$1,323,792)."

5. **Additional Responsibilities of WYDOT.**

The responsibilities of WYDOT have not changed.

**AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF TRANSPORTATION
& THE SWEETWATER COUNTY COMMISSION**

6. Additional Responsibilities of the Sponsor.

The responsibilities of the Sponsor have not changed.

7. Special Provisions.

A. Same Terms and Conditions. With the exception of the two (2) items explicitly delineated in this Amendment, all terms and conditions of the original Grant Agreement, as well as any previous amendments between WYDOT and the Sponsor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

8. General Provisions.

A. Entirety of Grant Agreement. The original Grant Agreement, consisting of Six (6) pages, and Amendment One (1), consisting of three (3) pages, represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

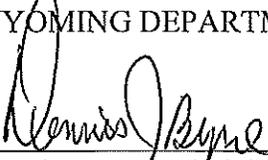
**AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF TRANSPORTATION
& THE SWEETWATER COUNTY COMMISSION**

9. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment, as set forth herein.

The effective date of this Amendment shall be the date of the signature last affixed to this page.

AGENCY:

WYOMING DEPARTMENT OF TRANSPORTATION



Dennis Byrne, Administrator

11/7/14
Date

SPONSOR:

SWEETWATER COUNTY COMMISSION

(TITLE)

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Mike Kahler, Senior Assistant Attorney General

11-3-14
Date



SWEETWATER C·O·U·N·T·Y



BOARD VACANCY

The Board of Sweetwater County Commissioners is seeking applicants interested in serving as an appointee to the board of these important County agencies:

- **COMMUNITY FINE ARTS CENTER**
- **JOINT TRAVEL AND TOURISM**
- **LIBRARY**
- **SOUTHWEST COUNSELING**

If you have applied for a board in the past, please call the Commissioners' Office to update your application.

To apply: please contact the Sweetwater County Commissioners Office at 80 West Flaming Gorge Way, Suite 109, Green River, Wy 82935. **Deadline to apply: 5:00 p.m. Monday, November 10, 2014.** Application forms may be obtained at the above address or on the county website www.sweet.wy.us, or by calling 307-872-3897 or via email at: shoemakers@sweet.wy.us

Sweetwater County Board Appointments

COMMUNITY FINE ARTS CENTER BOARD

3 Year Term- Due to resignation of Brendon Larimore

This will fill an unexpired term through 7-1-16

ELIGIBLE FOR RE-APPOINTMENT

N/A

Yes	No

New Applicant(s)-

Colleen Beutel

Connie Hollin

Yes	No

Sally Shoemaker

From: Community Fine Arts Center <cfac@sweetwaterlibraries.com>
Sent: Wednesday, September 17, 2014 1:09 PM
To: Sally Shoemaker
Subject: Fwd: Brendon Larimore

Hello Sally,

We received this notice of resignation and wanted to make sure to pass it on to you in case Brendon didn't send you one as well!

Thank you!

Jennifer

----- Forwarded Message -----

From: "Brendon Larimore" <spikelarimore@hotmail.com>
To: cfac@sweetwaterlibraries.com
Sent: Wednesday, September 10, 2014 2:32:08 PM
Subject: Brendon Larimore

Hi!

Due to me being extremely busy with work and everything I will be resigning my seat on the board effective immediately. I'm just always busy when the meetings are scheduled so it'll be better to find someone that can for sure be there when you guys need them. Thank you for the assignment and for everything you guys have done!

Brendon Larimore

--
Jennifer Messer
Assistant to the Director
Community Fine Arts Center
400 C Street
Rock Springs, WY 82901
307.362.6212
www.cfac4art.com

RECEIVED
SEP 17 2014
SWEETWATER COUNTY
COMMISSIONER'S OFFICE

COPIES TO:

All

RECEIVED

NOV 10 2014

SWEETWATER COUNTY
COMMISSIONER'S OFFICE

Application for Board Appointment to a Sweetwater County Board

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

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

Joint Powers Boards

- Airport Board
- Upper Green River Joint Powers Water Board
- Joint Powers Water Board
- Community Juvenile Services Board

District Boards

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

County Agency Boards

- Events Complex (Fair Board)
- Library Board
- Museum Board
- Memorial Hospital Board
- Parks & Recreation Board
- Southwest Counseling
- Other
- Other
- Other

Other County Appointed Boards

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

The specific skills, knowledge, and experience I bring to this Board are: (attach a separate page)

- | | | |
|---|---|--|
| I am willing to attend any required orientation and training session | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| I have a family member(s) working in this organization | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| I am willing to sign the Conflict of Interest Disclosure Statement | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| I understand this is a volunteer role, with no salary or other considerations | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

APPLICANT CONTACT INFORMATION:

NAME: Colleen Beutel

ADDRESS: 1252 Lincoln Avenue
Rock Springs, WY 82901

Phone: 307-371-1742

E-mail: colleenmbeutel@gmail.com

Signature: Colleen Beutel

Digitally signed by Colleen Beutel
DN: cn=Colleen Beutel, o=Sweetwater County, email=colleen.beutel@co.wy.us
Date: 2014.11.10 15:25:44 -0700

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

Sally Shoemaker

From: Cindy Patrick <cindypatrick@gmail.com>
Sent: Monday, November 10, 2014 3:12 PM
To: Sally Shoemaker
Subject: CFAC Board Application and Cover Letter
Attachments: Colleen Beutel - CFAC Board Cover Letter.docx; Colleen Beutel - CFAC Board Application.pdf

Good afternoon,

Attached you will find my Application and Cover Letter for the vacant position on the Community Fine Arts Center Board.

Should you have any questions, please feel free to contact me.

Thank you,
Colleen Beutel
307-371-1742

Colleen Beutel
1252 Lincoln Avenue
Rock Springs, WY 82901
colleenmbeutel@gmail.com

10 November 2014

Board of County Commissioners
80 West Flaming Gorge Way, Suite 109
Green River, Wyoming 82901

Dear Sirs,

I am applying for a position on the Community Fine Arts Center Board as was posted in the Rocket-Miner.

For the past seven years I have worked as the lead graphic designer for the Rocket-Miner, only recently switching to a predominately sales position. I am still involved with the design team.

I have recently graduated with a M.F.A. from the Academy of Art University. Although my emphasis is not in a traditional art field (VFX with focus on texture and lighting), I have completed numerous credit hours of Art History as well as several studies in traditional arts (i.e. drawing, painting, etc).

I believe that my education and artistic experience would be of great asset to the Community Fine Arts Center as well as the Board. I would love the opportunity to help the CFAC succeed in their artistic endeavors.

Sincerely,

Colleen Beutel
307-371-1742

RECEIVED

MAR 04 2013

SWEETWATER COUNTY COMMISSIONER'S OFFICE

Application For Appointment To A County Board

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

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

Joint Powers Boards

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

District Boards

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

County Agency Boards

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

Other County Appointed Boards

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

The specific skills, knowledge and experience I bring to this Board are: 37 year experience in performing arts-Utah/Wyoming. Associate Degree in Theater. Bachelors degrees in psychology + education (special education) Masters degree Library Science.

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

APPLICANT CONTACT INFORMATION

Name: Connie Hollin
 Address: 1133 Trona Dr #6
 City, State: Green River, WY
 Phone: 307-466-3685
 E-mail: hollinfamily@gmail.com

APPLICANT SIGNATURE:

Connie Hollin Date: 2/27/13

Please Return Application To:

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

Sally Shoemaker

From: Connie Hollin <hollinc@sw1.k12.wy.us>
Sent: Friday, September 19, 2014 8:09 AM
To: Sally Shoemaker
Subject: Re: Board's

That would be fine.

Connie Hollin

**Case Manager
Desert View Elementary &
Farson-Eden Schools**

**Extension 2214 or
1-307-371-8841**

hollinc@sw1.k12.wy.us

“The best teachers are those who
show you where to look, but don’t
tell you what to see”

Alexandra K. Trenfor

From: Sally Shoemaker <shoemakers@sweet.wy.us>
Date: Thursday, September 18, 2014 at 12:43 PM
To: hollinc <hollinc@sw1.k12.wy.us>
Subject: Board's

Hello Connie.

The Board of County Commissioners have been made aware that a vacancy on the Community Fine Arts Board has been made available to fill an unexpired term. You have an application on file with your interest to serve on that board. Typically, all applications stay on file for 2 years for consideration to appoint board members. Because you currently serve on the board for Southwest Counseling, are you interested in being considered to serve on the Community Fine Arts Board? Currently the Community Fine Arts Board meet on the 3rd Tuesday of every month beginning at 4:30 p.m.

Please confirm if you would like your application to remain on file for consideration.

Thank you in advance for your timely reply.

Sally Shoemaker

shoemakers@sweet.wy.us

07-872-3897 (office)
307-872-3992 (Fax)

Sweetwater County Board Appointments

JOINT TRAVEL AND TOURISM

3 YEAR TERM (effective 11-1-14)

Due to expiring term of Rick Debernardi

ELIGIBLE FOR RE-APPOINTMENT

did not receive application from Rick for consideration of re-appointment

Yes	No

New Applicant(s)-

Deborah Alvarez

Kent Porenta

Travis Samulski

Yes	No

RECEIVED

RECEIVED

JAN 14 2014

JAN 14 2014

SWEETWATER COUNTY COMMISSIONER'S OFFICE

SWEETWATER COUNTY COMMISSIONER'S OFFICE

Application For Appointment To A County Board

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

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

Joint Powers Boards

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

District Boards

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

County Agency Boards

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

Other County Appointed Boards

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

The specific skills, knowledge and experience I bring to this Board are: I served on the Carbon County Visitors Council Board for 4 years. I was the Director of the Little Snake River Museum in Savery Wy, for 7 years. I am a life time Wyoming resident who loves everything about Wyoming including History, Arts and Tourism. I also served on the Little Snake River Conservation board for 2 years. Working with other to achieve goals is rewarding.

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

APPLICANT CONTACT INFORMATION

APPLICANT SIGNATURE:

Name: Deborah S Alvarez

Address: 295 Stage Place

Phone: 307-3808260

E-mail: debbie.alvarez@sweetwater911.org

Deborah S Alvarez

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

Application For Appointment To A County Board

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

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Joint Powers Boards

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

District Boards

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

County Agency Boards

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

Other County Appointed Boards

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

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

See attached a.m.p!

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

APPLICANT CONTACT INFORMATION

Name: *Kent Parents*
 Address: *1044 Cypress Cir. RK, Wyo*
 Phone: *307-389-3308*
 E-mail: *kpe3@sweetwater.net*

APPLICANT SIGNATURE:

[Handwritten Signature]

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

Sally Shoemaker

From: Kent P <kpe3@sweetwater.net>
Sent: Monday, January 07, 2013 10:16 AM
To: Sally Shoemaker
Subject: Board Vacancy

Please consider this e-mail as an application for the board vacancy for the Ambulance Service Board. I am a former RS City Councilman of 12 years. In that position I was heavily involved in budgetary concerns as well as the responsibilities that goes with them. While I do not have EMS experience, per se, I am well versed in the protocol, responsibilities and the various levels of EMS certifications and seervice. Furthermore, I also understand the logistics of calls and call volume. I also was instrumental in getting Sweetwater Medics recognized as an EMS provider in Rock Springs. During this process I learned a great deal about the business of EMS and the checks and balances that are involved with such an undertaking. These are not exclusive to the "business" but to the public as well. For the aforementioned reasons and experience, I believe that I would be a good addition to the oversight board.

I appreciate any consideration that you would give this request.
Thank you
Kent Porenta
389-3308
kpe3@sweetwater.net

RECEIVED

JAN 07 2013

SWEETWATER COUNTY
COMMISSIONER'S OFFICE

Application For Appointment To A County Board

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

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Joint Powers Boards

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

District Boards

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

Other County Appointed Boards

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

County Agency Boards

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

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

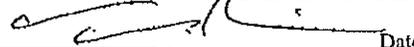
The specific skills, knowledge and experience I bring to this Board are: WORKING IN REAL ESTATE AND WITH LOTS OF CUSTOMERS AND BUSINESSES THAT HAVE PROJECTS IN SWEETWATER COUNTY

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

APPLICANT CONTACT INFORMATION

Name: TRAVIS SAMULSKI
 Address: 1400 DEWAR DRIVE
 City, State: ROCK SPRINGS, WY
 Phone: 307-389-8656
 E-mail: TRAVIS.B.SAMULSKI@WELLSFARGO.COM.

APPLICANT SIGNATURE:


 Date: 1/8/2013

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

Sweetwater County Board Appointments

LIBRARY BOARD

3 Year Term

Due to expiring term of Timonthy Winger- Effective 12-1-14

ELIGIBLE FOR RE-APPOINTMENT

Timothy Winger

Yes	No

New Applicant(s)-

Helen Grover

Steve Harton

Jonathan Harwood

Phyllis Hughes

Travis Samulski

Yes	No

NOV 03 2014

SWEETWATER COUNTY
COMMISSIONER'S OFFICE

SWEETWATER COUNTY
COMMISSIONER'S OFFICE

Application For Appointment To A County Board

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

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Joint Powers Boards

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

District Boards

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

County Agency Boards

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

Other County Appointed Boards

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

The specific skills, knowledge and experience I bring to this Board are: BS DEGREE IN ACCOUNTING. RETIRED AS PURCHASING MANAGER, OCI. WYOMING. SUBSTITUTE TEACHER, SWEETWATER DISTRICT #2. WANTING TO "GIVE BACK" COMMUNITY SERVICE.

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

APPLICANT CONTACT INFORMATION

Name: TIMOTHY WINGER
 Address: 290 FOX HILLS DRIVE
 City, State: GREEN RIVER, WY 82935
 Phone: (307) 871-1754
 E-mail: OTLMM @ Aol. com

APPLICANT SIGNATURE:

Timothy Winger Date: 11-03-2014

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

Currently serving as Library Board chair &
member of museum board. I wish to be
considered to continue as such.

Jim Wagner

RECEIVED

JAN 16 2013

SWEETWATER COUNTY COMMISSIONER'S OFFICE

Application For Appointment To A County Board

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

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Joint Powers Boards

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

District Boards

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

County Agency Boards

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

Other County Appointed Boards

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

The specific skills, knowledge and experience I bring to this Board are: I have served on Rock Springs Woman's club board - Served as Secretary, Correspondence Secretary, Art + Education Chair, Vice Pres. I am a recently retired library employee. I worked for the library system for 10 years in several capacities

I am willing to attend any required orientation and training sessions. YES NO

I have a family member (s) working in this organization. YES NO

I am willing to sign the Conflict of Interest Disclosure Statement YES NO

I understand this is a volunteer role, with no salary or other considerations. YES NO

APPLICANT CONTACT INFORMATION

Name: Helen Groves

Address: 1373 Moran St.

City, State: Rock Springs, WY 82901

Phone: 307-387-7206

E-mail: lxeadnwoman@msn.com

APPLICANT SIGNATURE:

Helen Groves Date: 1-14-2013

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

RECEIVED

JAN 30 2013

SWEETWATER COUNTY COMMISSIONER'S OFFICE

Application For Appointment To A County Board

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

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Joint Powers Boards

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

District Boards

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

County Agency Boards

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

Other County Appointed Boards

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

The specific skills, knowledge and experience I bring to this Board are: I have been a library patron in all communities I have lived in. Libraries have played an important part of my, and my family's, life, forever.

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

APPLICANT CONTACT INFORMATION

Name: Steve Harton
 Address: 517-2ND STREET
 City, State: ROCK SPRINGS, WY 82901
 Phone: 307-382-5545
 E-mail: charton@yahoo.com

APPLICANT SIGNATURE:

Steve Harton Date: 1/27/13

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

RECEIVED

JAN 10 2014

SWEETWATER COUNTY
COMMISSIONER'S OFFICE

Application For Appointment To A County Board

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

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Joint Powers Boards

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

District Boards

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

Other County Appointed Boards

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

County Agency Boards

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

The specific skills, knowledge and experience I bring to this Board are: I managed the Rock Springs Library for 6 years and I am currently employed as Associate Librarian at WWCC. I have 15 years of library work experience - financial, operational, and procedural. It is my hope you will give serious consideration to my request for a seat on the Library Board.

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

APPLICANT CONTACT INFORMATION

Name: Jonathan Harwood

Address: 424 1/2 A St.

City, State: Rock Springs, WY 82901

Phone: 307-922-2158

E-mail: jharwood@wwcc.wy.edu

APPLICANT SIGNATURE:

JAN 10 2014 Date: 1-10-14

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

RECEIVED

JUN 10 2014

SWEETWATER COUNTY
COMMISSIONER'S OFFICE

Application for Board Appointment to a Sweetwater County Board

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

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

Joint Powers Boards

- Airport Board
- Upper Green River Joint Powers Water Board
- Joint Powers Water Board
- Community Juvenile Services Board

District Boards

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

County Agency Boards

- Events Complex (Fair Board)
- Library Board
- Museum Board
- Memorial Hospital Board
- Parks & Recreation Board
- Southwest Counseling
- Other
- Other
- Other

Other County Appointed Boards

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

The specific skills, knowledge, and experience I bring to this Board are: (attach a separate page)

I am willing to attend any required orientation and training session	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
I have a family member(s) working in this organization	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
I am willing to sign the Conflict of Interest Disclosure Statement	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
I understand this is a volunteer role, with no salary or other considerations	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

APPLICANT CONTACT INFORMATION:

NAME: Phyllis Hughes

ADDRESS: 415 Jensen
Green River

Phone: 707-1810

E-mail: fallon@wyoming.com

Signature: Phyllis Hughes

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

RECEIVED

MAY 19 2014

SWEETWATER COUNTY
COMMISSIONER'S OFFICE

Application for Board Appointment to a Sweetwater County Board

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

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Joint Powers Boards

- Airport Board
- Upper Green River Joint Powers Water Board
- Joint Powers Water Board
- Community Juvenile Services Board

District Boards

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

County Agency Boards

- Events Complex (Fair Board)
- Library Board
- Museum Board
- Memorial Hospital Board
- Parks & Recreation Board
- Southwest Counseling
- Other
- Other
- Other

Other County Appointed Boards

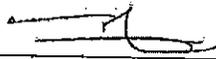
- Planning & Zoning Commission
- Sweetwater Transit Authority Resources (STAR)
- Community Fine Arts Center
- Joint Travel & Tourism Board
- Predatory Animal Board
- Miners Hospital Board

The specific skills, knowledge, and experience I bring to this Board are: (attach a separate page)

- | | | |
|---|---|--|
| I am willing to attend any required orientation and training session | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| I have a family member(s) working in this organization | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| I am willing to sign the Conflict of Interest Disclosure Statement | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| I understand this is a volunteer role, with no salary or other considerations | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

APPLICANT CONTACT INFORMATION:

NAME: TRAVIS SAMULSKI

Signature: 

ADDRESS: 3801 TYLEE
ROCK SPRINGS, WY 82901

Phone: 307-389-8656

E-mail: PEAKLAKER@GMAIL.COM

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

-THERE IS AN OPENING ON THE LIBRARY BOARD. TRYING TO GET APPOINTED.

I LOVE LIBRARIES!
TRAVIS

Sally Shoemaker

From: Travis.B.Samulski@wellsfargo.com
Sent: Monday, May 19, 2014 6:36 PM
To: Sally Shoemaker
Subject: Library Board Application
Attachments: document2014-05-19-183455.pdf

To Whom It may Concern –

Putting in for the opening on the Sweetwater County Library Board. I have spent the last year on the Rock Springs City Library Board which doesn't quite have the same activity as the County Library Board. Please let me know if I can provide additional information.

Thank you,

Travis Samulski
307-352-5512 (office)
307-389-8656 (cell)
Travis.b.samulski@wellsfargo.com

From: Travis.B.Samulski@wellsfargo.com [mailto:Travis.B.Samulski@wellsfargo.com]
Sent: Monday, May 19, 2014 6:35 PM
To: Samulski, Travis B.
Subject: Scanned Document/Image from MFP03463PLT01

RECEIVED

MAY 19 2014

SWEETWATER COUNTY
COMMISSIONER'S OFFICE

Sweetwater County Board Appointments

Southwest Counseling

4 Year Term

Due to resignation of Richard Craver (relocating to PA) eff: 12-31-14

This will fill an unexpired term through 7-1-17

ELIGIBLE FOR RE-APPOINTMENT

N/A

Yes	No

New Applicant(s)-

David M. Caplan

Kathy Luzmoor

Yes	No

RECEIVED

NOV 10 2014

SWEETWATER COUNTY
COMMISSIONER'S OFFICE

Application for Board Appointment to a Sweetwater County Board

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

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

Joint Powers Boards

- Airport Board
- Upper Green River Joint Powers Water Board
- Joint Powers Water Board
- Community Juvenile Services Board

District Boards

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

County Agency Boards

- Events Complex (Fair Board)
- Library Board
- Museum Board
- Memorial Hospital Board
- Parks & Recreation Board
- Southwest Counseling
- Other
- Other
- Other

Other County Appointed Boards

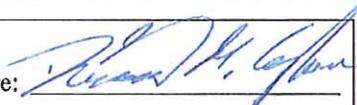
- Planning & Zoning Commission
- Sweetwater Transit Authority Resources (STAR)
- Community Fine Arts Center
- Joint Travel & Tourism Board
- Predatory Animal Board
- Miners Hospital Board

The specific skills, knowledge, and experience I bring to this Board are: (attach a separate page)

- | | | |
|---|---|-----------------------------|
| I am willing to attend any required orientation and training session | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| I have a family member(s) working in this organization | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| I am willing to sign the Conflict of Interest Disclosure Statement | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| I understand this is a volunteer role, with no salary or other considerations | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

APPLICANT CONTACT INFORMATION:

NAME: David M. Caplan

Signature: 

ADDRESS: 3250 Spearhead Way
Rock Springs, WY 82901

Phone: 307-707-1086

E-mail: david.caplan@fmc.com

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

Sally Shoemaker

From: David Caplan <David.Caplan@fmc.com>
Sent: Monday, November 10, 2014 7:43 AM
To: Sally Shoemaker
Subject: Southwest Counseling Volunteer Board Application
Attachments: Southwest Counseling Board Application.pdf; DMC2015FMC.doc

Sally,

Please forward my application for the Southwest Counseling Board to Sweetwater County Board of County Commissioners for consideration. Also attached is my resume. Since moving to Rock Springs and joining FMC, I have engaged with the community. I presently serve of the United Way's Community Solutions Committee that assists the organization in screening and approving the grant funds. At FMC, I'm involved with communicating to the site's 950 employee workforce, many of whom – and their families -- have used the services of Southwest Counseling over the years.

David

David Caplan
Manager, Communications and Public Affairs
FMC Minerals

580 Westvaco Road
P.O. Box 872
Green River, WY 82935
work: 307.872-2273 / cell: 307-707-1086
david.caplan@fmc.com



RECEIVED
NOV 10 2014
SWEETWATER COUNTY
COMMISSIONER'S OFFICE

David M. Caplan
3250 Spearhead Way
Rock Springs, WY 82901

Davidcaplan2003@yahoo.com
307-707-1086 (Cell)
307-872-2273 (Work)

Summary

Award winning communication professional with a diverse global background in investor relations, internal and external communication, public affairs, crisis communications, issues management, brand building and community affairs. A strong record of accomplishment in multiple industries advising senior management at Ford Motor Company, IBM, Corning Incorporated, General Motors, Entergy Corporation and FMC Corporation.

Recipient of PRSA's Silver Anvil, IABC's Silver Quill, PRWeek's Campaign of the Year, and the Texas Public Relations Association's Silver Spur award for handling crisis communications in the aftermath of Hurricanes Katrina, Rita and Ike.

FMC Corporation **Communication and Public Affairs Manager** **FMC Minerals – Alkali Chemicals** **Green River, Wyoming** **2014 to Present**

Manage communications and public affairs at FMC Corporation's largest global chemical manufacturing site in Wyoming with responsibility for internal and external affairs, including media, government affairs and advocacy, employee communications, issues management, business communications, digital/social media, trade association relationships, corporate citizenship/philanthropy, and executive communications support. Serve as company spokesperson and lead employee communications and organizational change management programs. Strengthen engagement and relationships with the Wyoming Congressional delegation, state and local community officials, regulatory agencies and nonprofits such as the Wyoming Wildlife Foundation. Represent FMC at Wyoming business forums and events. Provide strategic communications counsel, issues management and hands-on communications support for operations, human resources, labor negotiations, and the divestiture of FMC's Alkali Chemical Division. Maintain FMC corporate brand standards, advertising and promotional activities.

Entergy Corporation **Senior Communication and Brand Manager – 2004 – 2014** **The Woodlands, TX**

Protected and enhanced the company's reputation and brand with investors, customers, employees and communities. Provided strategic communication and change management support to several Entergy business units, including Entergy Utility Operations, Regulatory Affairs, Gas Operations and Fossil Generation. Developed internal

communications, business strategy and change management plans to fully inform, inspire and engage 7,500 front line employees working in Arkansas, Louisiana, Mississippi and Texas.

Managed internal and external communications, public affairs, branding and advertising for Entergy's Texas' regulated retail electric company serving 420,000 customers in Southeast Texas, including some of the nation's largest petro chemical operations.

- Provided communication support to investor relations around corporate initiatives: joining the Midcontinent Independent Transmission System Operator and the spin-off and merger of the company's transmission system to ITC Holdings, Corp.
- Collaborated with government, regulatory and legal teams in New Orleans and Austin responding with one voice to public affairs, legislative and regulatory issues.
- Served 24/7 as Public Information Officer during crisis communication, hurricane storm events managing relationships with national and local media, customers and public officials.

General Motors R*Works

Director of Public Relations and Marketing - 2002-2003

Detroit, MI

Directed a team of five regional public relations, marketing communications and event planners in New York, Chicago, Los Angeles, Dallas and Atlanta.

Generated positive national, regional and local media coverage and informed GM's 160,000 North American employees about the company's marketing and sponsorship activities.

Provided communication counsel and strategy to public relations and sales and marketing leaders located in GM's corporate headquarters, North American sales regions and Cadillac, Buick, Pontiac, Chevrolet, Hummer and Saab sales and marketing divisions

Corning Incorporated

Director of Corporate Communications - 2000-2002

Corning, NY

Directed a diverse team of 12 internal and external communications and marketing professionals. Directed multiple outside agencies and corresponding budgets.

Worked closely with investor relations to retool Corning's image on Wall Street. Celebrated Corning's 150th anniversary with a bell ringing ceremony at the New York Stock Exchange. Published annual and quarterly financial reports. Managed global brand and marketing communications, including advertising and trade-show management.

Led the development and implementation of a global corporate identity rollout, ensuring all investor relations and marketing materials supported the new brand.

Retooled the employee communications function, delivering enhanced Internet and Intranet web sites, streaming video, quarterly earning conference calls and daily business updates to employees.

Directed a global employee communication change management program, helping 45,000 employees understand their role in helping the company return to profitability.

IBM

Manager of Media Relations and Marketing Communications

IBM Global Services - 1997- 2000

Somers, NY

Advised and counseled senior management on investor relations and marketing, communications strategies to communicate the story about the newly formed Global Services business to investors, key analysts and media. Prepared talking points for the CFO in preparation for quarterly earnings calls. Developed employee communication materials to inform the division's 150,000 professional and technical employees operating in 64 countries.

Served as IBM Global Services primary company spokesperson with responsibility for storytelling and managing relationships with The Wall Street Journal, The New York Times and leading trade publications.

Ford Motor Company

Manager Corporate Communications and Product Promotion - 1983-1997

Dearborn, MI

Served as company spokesperson responsible for employee, corporate, regional and international communications with assignments in Detroit, Toronto, New York City and overseas.

Designed and maintained the company's first public affairs issues management system providing former Chairman Red Poling and the top 400 managers with monthly updates on 40-50 critical issues and challenges facing the company.

Directed electronic media outreach, placing executives on all major networks, CNBC, CNN, Fox and the PBS Nightly Business Report. Produced and distributed video news releases, supplied b-roll and coordinated live remotes and satellite media tours.

Launched new cars and trucks in the U.S., Canada, Brazil and Argentina. Developed global marketing communications strategy and issues management in preparation for the company's successful market entry into China, Vietnam, Eastern Europe and other emerging markets.

Promoted Ford's Quality is Job #1 story by arranging and accompanying media on visits to Ford North American manufacturing facilities. Handled national media relations surrounding the 1993 labor agreement between Ford and the United Auto Workers.

Education

The University of New Hampshire
MBA
Durham, New Hampshire

The American University
BA Communication
Washington, D.C.

Duke University – Fuqua School of Management
Executive Marketing Program
Durham, North Carolina

Volunteer Activities

United Way of Southwest Wyoming – Member of the Community Solutions Committee
Pulse of Southwest Wyoming
Member Wyoming Mining Association

RECEIVED

10/12/2014

SWEETWATER COUNTY
COMMISSIONER'S OFFICE

Application for Board Appointment to a Sweetwater County Board

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

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

Joint Powers Boards

- Airport Board
- Upper Green River Joint Powers Water Board
- Joint Powers Water Board
- Community Juvenile Services Board

District Boards

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

County Agency Boards

- Events Complex (Fair Board)
- Library Board
- Museum Board
- Memorial Hospital Board
- Parks & Recreation Board

- Southwest Counseling
- Other
- Other
- Other

Other County Appointed Boards

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

The specific skills, knowledge, and experience I bring to this Board are: (attach a separate page)

I am willing to attend any required orientation and training session	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
I have a family member(s) working in this organization	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
I am willing to sign the Conflict of Interest Disclosure Statement	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
I understand this is a volunteer role, with no salary or other considerations	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

APPLICANT CONTACT INFORMATION:

NAME: Kathy Luzmoor

ADDRESS: 425 Centennial
Green River WY 82935

Phone: 307 870 4504

E-mail: kluzmoor@sweetwaterhsa.com

Signature: K. Luzmoor

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

November 12, 2014

Dear County Commissioners,

I am submitting my name for consideration to the Southwest Counseling Board of Directors or the District Board of Health. I am a registered nurse and have been in Sweetwater County for 36 years. I have held nursing positions across the community with increasing responsibility. I am currently the Director of Nursing for Western Wyoming Community College Nursing Program. I have served on the boards of the Hospice of Sweetwater County, the Sweetwater County Salvation Army Unit, the Wyoming Nurses Association, and the Wyoming Hospice Organization over the course of the past 30 years. I am a trustee in my church.

I have worked with both of these agencies as a practicing nurse in the community and would be honored to be able to serve them in the capacity of board member. I understand the programs that they offer and feel my experience would be beneficial on either board.

Thank you for your consideration.

Kathy Luzmoor, MS, RN
307-870-4504

Sally Shoemaker

From: Kathy Luzmoor <kluzmoor@sweetwaterhsa.com>
Sent: Wednesday, November 12, 2014 7:31 PM
To: Sally Shoemaker
Subject: Application for SCS or Board of Health
Attachments: application for SCB.jpg; BoardSumittal.docx

Sally,

Please accept my application for a Board Appointment for Sweetwater County. I would be proud to serve either the Southwest Counseling Board or the District Board of Health.

Thank you,

Kathy Luzmoor
870-4504



This email is free from viruses and malware because [avast! Antivirus](#) protection is active.

RCM

Richard M. Craver
3200 Dewar Drive, #102
Rock Springs, WY 82901
(307) 922-7188

RCM

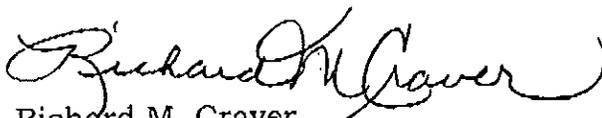
Debbie DiBernardi
Chairperson, Board of Directors
Southwest Counseling Service
1124 College Hill
Rock Springs, Wyoming 82901

Dear Debbie:

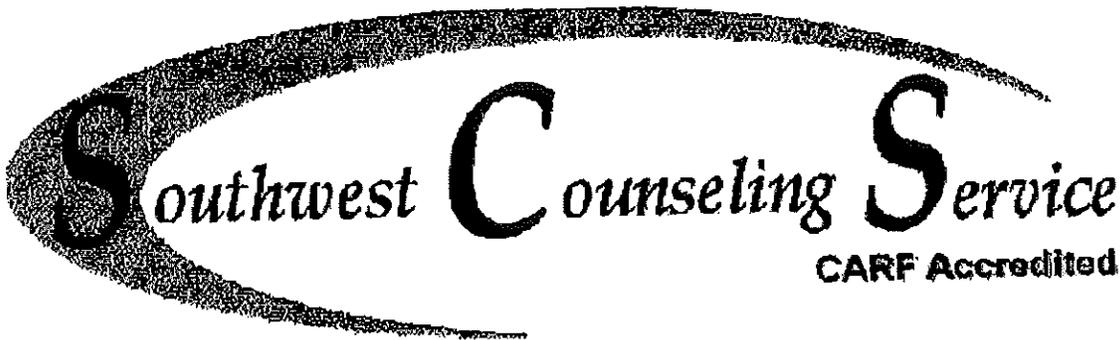
I have recently accepted a new position with my employer in Philadelphia, Pennsylvania and will be relocating back to that area in the beginning of 2015. This change in employment will require me to resign from my post on the Southwest Counseling Service Board of Directors. My relocation schedule will allow me to serve on the board through the end of the year, making the last day of my term December 31, 2014.

I would like to express what a pleasure it has been working with the entire board and the SCS management team. I am truly impressed with the dedication and enthusiasm of the management team and I know the organization is well operated. I urge you to continue with all the efforts we have been pursuing on the board and to continue focusing on strategies that will guide SCS to a successful future.

Best regards,


Richard M. Craver

CC: Linda Acker, Executive Director
Reid West, County Commissioner



Comprehensive Community Mental Health & Substance Abuse Treatment Center

Fax Transmittal Form

To:

Company:

Phone Number:

Fax Number:

- Urgent
- For Review
- Please Comment
- Please Reply

From:

Phone: (307) 352-6680

Fax: (307) 352-6676

Web-Site Address: www.swcounseling.org

Date Sent:

Time Sent:

Number of pages, including cover sheet:

Message:

This transmission is intended ONLY for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of the communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone.

RECEIVED

NOV 07 2014

SWEEETWATER COUNTY
COMMISSIONER'S OFFICE

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 11-18-14	Name & Title of Presenter: Commissioner Reid West
Department or Organization: Commissioner	Contact Phone & E-mail: x3895
Exact Wording for Agenda: Interagency Agreement between Wyoming Dpt. of Health, Division of Healthcare Financing and SWCO Public Health Nursing	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min
Will there be Handouts? (If yes, include with meeting request form) Y	Will handouts require SIGNATURES: Y
Additional Information: The original document was dropped off on Sally Shoemaker's desk on October 31, 2014. Sally left Dr. Grant Christensen a voice message to inquire if he would be presenting at the next BOCC meeting. After not receiving a return phone call, Sally asked Commissioner West if he would be presenting.	

- 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.



Thomas O. Forslund, Director

Governor Matthew H. Mead

October 30, 2014

Sweetwater County Community Nursing Services
Attn: Grant Christensen
731 C Street, Suite 315
Rock Springs, WY 82901

Dear Mr. Christensen:

Enclosed is the Interagency Agreement with the Division of Healthcare Financing, Medicaid. This Agreement is for conducting evaluations of medical necessity for the Long Term Care Home and Community Based Services (LTC HCBS) Waiver and the Assisted Living Facility and Community Based Services (ALF HCBS) Waiver; the Program of All-Inclusive Care of the Elderly (PACE); conducting evaluations of medical necessity for nursing home care; and assessing community services available to those who do not meet the medical necessity criteria. It also includes performing the medical necessity component of Pre-admission Screening and Resident Review (PASRR) Level II screenings. The enclosed Agreement is effective from January 1, 2015 through December 31, 2016. Please obtain the necessary signatures from your county, and return the Agreement in its entirety in the Fed Ex return envelope which has been provided.

Thank you for your assistance and timeliness in completing the contract. If you have any questions or comments, please contact me at 307-777-1913 or shawn.wyse@wyo.gov.

Sincerely,

Shawn Wyse
Clinical Manager for Long Term Care

SW/cb

Enclosures: Interagency Agreement
Business Associate Agreement

**INTERAGENCY AGREEMENT BETWEEN
WYOMING DEPARTMENT OF HEALTH, DIVISION OF HEALTHCARE
FINANCING
AND
SWEETWATER COUNTY PUBLIC HEALTH NURSING**

1. **Parties.** The parties to this Interagency Agreement (Agreement) are the Wyoming Department of Health, Division of Healthcare Financing, (Agency/Division), whose address is: 6101 Yellowstone Road, Suite 210, Cheyenne, Wyoming 82002, and Sweetwater County Public Health Nursing, (Contractor), whose address is: 731 C Street, Suite 315, Rock Springs, Wyoming 82901.

2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Contractor shall provide qualified individuals to assist the Division in:
 - A. Conducting evaluations of medical necessity for nursing home residents, proposed residents who seek nursing home Medicaid coverage, and proposed clients of the Long Term Care Home and Community Based Services (LTC HCBS) Waiver; and the Assisted Living Facility Home and Community-Based Services (ALF HCBS) Waiver; and the Program of All-Inclusive Care for the Elderly (PACE) and perform evaluations of medical necessity for any non-Medicaid nursing home, or swing bed clients upon admission.

 - B. Performing the medical necessity component of Pre-admission Screening and Resident Review (PASRR) Level II screenings.

3. **Term of Agreement and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of this Agreement is from January 1, 2015 or the Effective Date, whichever is later, through December 31, 2016. All services shall be completed during this term. There is no right or expectation of renewal and any renewal will be determined at the discretion of the Agency.

By law, contracts for professional or other services must be approved by the Attorney General and the Department of Administration and Information's Procurement Office, Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyo. Stat. § 9-2-1016(b)(iv)(D).

4. **Payment.** The Agency agrees to pay the Contractor for the services described in Section 5 below. It is understood that services will be performed timely and by qualified individuals. Payment shall be made upon submission of invoice pursuant to Wyo. Stat. § 16-6-602.

- A. Agency will pay up to twenty dollars (\$20.00) per hour, per person, for attendance of qualified personnel at regional or statewide training and coordination meetings related to evaluations of medical necessity required by the Division;
- B. Agency will pay up to twenty dollars (\$20.00) per hour, per person, for attendance at administrative hearings provided the Division requests such attendance or a subpoena is issued requiring attendance.
- C. Agency will pay the Contractor for training and appearances at hearings. Payment will be made within forty-five (45) calendar days of the Division's receipt and approval of Contractor's itemized compensation invoice.
- D. Agency will pay the Contractor in accordance with the following rate schedule for evaluations submitted electronically:
 - (i) Up to one hundred twenty dollars (\$120.00) per evaluation of medical necessity, for any reason or purpose described in Section 5 of this Agreement.
- E. No payment shall be made for services performed before the Effective Date of this Agreement.
- F. The Contractor shall provide an itemized compensation invoice to the Division within thirty (30) calendar days of the aforementioned training, hearing or deposition.

Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.

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

- A. Enroll as a Medicaid provider with the Medicaid fiscal agent, provide services in accordance with all applicable rules, manuals, bulletins, policies, and statutes and submit claims electronically for compensation, or in other format as the Division may specify. Compensation for services provided that are not in accordance with all applicable rules, manuals and statutes are subject to recovery.
- B. Perform evaluations of medical necessity by qualified individuals pursuant to Chapter 22 and as directed by the Division, for all Medicaid clients or potential Medicaid clients who seek nursing facility, swing bed, LTC HCBS Waiver, ALF HCBS Waiver or PACE services; and perform evaluations of medical necessity for any non-Medicaid nursing home or swing bed client(s) upon admission.

- (i) Ensure the client for which the evaluation of medical necessity is being performed has a signed "Evaluation of Medical Necessity Consent Form" for that evaluation, and retain a copy of that consent with the evaluation.
- C. Perform the aforementioned evaluations within seven (7) calendar days after receiving a referral. Evaluations shall be done face to face, unless otherwise directed by the Division. If unable to complete evaluation(s) within seven (7) days, an extension must be requested and granted by the Division prior to the close of business on the seventh (7th) day. For waiver renewals and nursing home continued stay evaluations, if the evaluation cannot be performed by the due date, an extension must be requested prior to the close of business on the due date.
- D. Client(s) who are out-of-state residing in a facility in which the Division provides out-of-state facility care and for whom the Division approves an evaluation qualify for telephone evaluations of medical necessity for compensation. Clients who are out-of-state and require an evaluation for PASRR Level II purposes also qualify for a telephone evaluation, with a follow-up face-to-face evaluation to be completed within seven (7) calendar days of the client entering Wyoming.
- E. Perform reevaluations of Medicaid recipients or potential Medicaid recipients at a frequency determined by the Division.
- F. Complete and submit the evaluation of medical necessity, pursuant to the instructions of the Division, within three (3) business days of completing the evaluation.
- G. When the evaluation of medical necessity results in a denial, the Contractor shall:
 - (i) Complete a written follow-up service care plan.
 - (ii) Provide information about appropriate services and referrals for patient care in a home environment.
 - (iii) Complete a denial for service coverage notice and provide the notice to the client within three (3) business days of the evaluation of medical necessity, making the client or their legal representative aware of the reconsideration process on the back of the notice. If the denial notice cannot be delivered in person, it shall be sent via certified mail, with the contractor retaining the certification verifying delivery for a period six (6) years.
 - (iv) Provide a copy of the denial notice to the Division, and notify the nursing facility in which the client resides, if applicable.
 - (v) Coordinate with nursing facility discharge planners to facilitate referrals for individuals to be discharged to appropriate community resources.

- H. When the client meets the criteria for medical necessity with the evaluation for home and community based services:
 - (i) Complete a written follow-up service care plan; and
 - (ii) Provide information about appropriate services and referrals for patient care in a home environment.
- I. Perform the evaluations of medical necessity for PASRR Level II screenings using qualified individuals pursuant to Chapter 19.
- J. Attend and participate in, as requested by the Division, any deposition or administrative hearing resulting from the evaluation of medical necessity process.
- K. Submit data, in the form requested by the Division, as necessary to evaluate the effectiveness, benefits and cost of performing services under this Agreement, including, but not limited to:
 - (i) Quarterly documentation of all individuals that have received training on the evaluation of medical necessity, the date of the training and the name of the person(s) providing the training within thirty one (31) calendar days of the end of each quarter; and
 - (ii) A monthly list of qualified individuals performing evaluations of medical necessity by the fifteenth (15th) day of the next month.
- L. Cause appropriate personnel to attend regional or statewide evaluation of medical necessity training and coordination meetings required by the Division. All personnel performing evaluations must attend training every two (2) years.
- M. Retain medical and financial records disclosing the extent of services provided under this Agreement for a period of six (6) years from the date of service, plus any additional time that such records are the subject of an investigation, administrative proceeding or judicial proceeding.
- N. In addition to any other reporting requirements, notify the Division by telephone, within twenty-four (24) hours, exclusive of weekends or holidays, if an individual refuses to participate in the evaluation of medical eligibility process.
- O. Abide by the terms of the Business Associate Agreement (BAA), which is attached hereto and incorporated herein by this reference.

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

- A. Pay Contractor in accordance with Section 4 above.
- B. Provide guidance and technical assistance as requested, within three (3) business days.
- C. Provide orientation materials and tools to the personnel designated by the Contractor to perform services under this Agreement, as required.
- D. Provide necessary forms and procedures manuals, to be updated annually at a minimum, and more frequently if necessary.
- E. Arrange for administrative hearings which may result from the services provided by the Contractor pursuant to this Agreement.
- F. Keep the Contractor informed of any changes in the procedures and other matters relating to this Agreement semi-annually, via e-mail or meeting communication.
- G. Provide the Contractor access to Medicaid rules of the Department, upon the Contractor's enrollment as a Medicaid provider with the Division's fiscal agent.
- H. Receive monthly documentation of qualified personnel performing evaluations, by the fifteenth (15th) day of each month.
- I. Receive quarterly training reports of qualified personnel performing evaluations by the thirty-first (31st) day of the month following each quarter.
- J. Provide training for newly hired personnel who will be performing evaluations semi-annually.
- K. Provide training for all personnel performing evaluations every two (2) years.
- L. Receive and review extension requests from Contractor when evaluations cannot be performed in seven (7) calendar days from referral date for new referrals, or by the first (1st) day of the month for renewal evaluations. Grant or deny extension requests in writing, within three (3) business days of request.
- M. Receive requests for medical necessity evaluations and refer them to the appropriate entity within two (2) business days.

7. **General Provisions.**

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

- B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Availability of Funds.** Each payment obligation under this Agreement is conditioned upon the availability of allocated state or federal government funds. If funds are not allocated and available for payment, this Agreement may be terminated at the end of the period for which funds are available. Funding Agency shall notify the receiving Agency at the earliest possible time if this Agreement will or may be affected by a funding shortage. No liability shall accrue to the funding Agency in the event this provision is exercised, and the funding Agency shall not be obligated or liable for any future payments as a result of termination under this section. This provision shall not be construed so as to permit the funding Agency to terminate this Agreement in order to acquire similar services from another party.
- D. Entirety of Agreement.** This Agreement, consisting of eight (8) pages, and Attachment A, Business Associate Agreement, consisting of six (6) pages, represent(s) the entire and integrated Agreement between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral. In the event of conflict in language contained in this Contract and any Attachments or other supporting documents, the language in this Contract shall control, with the exception of that contained in Attachment B, the Business Associate Agreement.
- E. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. 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.
- F. Indemnification.** Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- G. Notices.** All notices arising out of, or from the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail or delivery in person.

- H. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by the Department of Administration and Information's Procurement Office and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- I. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- J. **Sovereign Immunity.** Neither party waives sovereign or governmental immunity by entering into this Agreement and each specifically retains all immunities and all defenses available to them pursuant to Wyo. Stat. § 1-39-104(a) and all other state or federal law.
- K. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- L. **Time is of the Essence.** Time is of the essence in all provisions of the Agreement.
- M. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.
- N. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement, and that they have the authority to sign it.

WYOMING DEPARTMENT OF HEALTH

Thomas O. Forslund, Director

Date

Teri Green, State Medicaid Agent

Date

SWEETWATER COUNTY PUBLIC HEALTH NURSING

Chairman, Board of County Commissioners

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Marion Yoder #122802

Marion Yoder, Senior Assistant Attorney General

Oct. 29, 2014

Date

9. **Signatures.** By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement, and that they have the authority to sign it.

WYOMING DEPARTMENT OF HEALTH

Thomas O. Forslund, Director

Date

Teri Green, State Medicaid Agent

Date

SWEETWATER COUNTY PUBLIC HEALTH NURSING

Chairman, Board of County Commissioners

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Marion Yoder #722802

Marion Yoder, Senior Assistant Attorney General

Oct. 29, 2014

Date

**ATTACHMENT A
BUSINESS ASSOCIATE AGREEMENT BETWEEN
THE WYOMING DEPARTMENT OF HEALTH, DIVISION OF HEALTHCARE
FINANCING AND
SWEETWATER COUNTY COMMUNITY NURSING SERVICES**

- 1. Purpose.** The Parties to this Contract agree that Contractor, Sweetwater County Community Nursing Services, Represented by Jack Waters (Board of Health Director) whose address is 731 C Street, Suite 315, Rock Springs, WY 82901 (Business Associate), is a Business Associate of the Wyoming Department of Health, Division of Healthcare Financing, whose address is 6101 Yellowstone Road, Suite 210, Cheyenne, WY 82002 (Agency), as defined by 45 CFR § 160.103; therefore, this attachment is mandatory for purposes of this Contract. This attachment seeks to satisfy the requirements for the privacy and security and transmission of protected health information found in 45 CFR Parts 160, 162, and 164 as well as applicable Wyoming state law. Applicable Wyoming state law may include, but is not limited to, Wyo. Stat. Ann. §§ 35-2-605 et seq., 9-2-125 et seq., and applicable rules and regulations. These statutes, rules, and regulations are collectively referred to as the “Privacy and Security Rules.”
- 2. Definitions.** The Parties agree that the definitions in 45 CFR Parts 160, 162, and 164 shall apply to the terms used in this attachment. For the purpose of this attachment, Contractor shall be known as the “Business Associate.”
- 3. Responsibilities of Business Associate Pursuant to this Attachment.** Except as otherwise permitted or required by this attachment, the Business Associate may only create, receive, maintain, or transmit protected health information received from or on behalf of the Agency as necessary to the purpose of completing Evaluations of Medical Necessity for Medicaid’s Long Term Care Programs as set forth in the Contract, as required by law, or to carry out the proper management and administration or legal responsibilities of the Business Associate. Further, the Business Associate agrees:

 - A. To not create, receive, maintain, or transmit protected health information in a manner that would violate any provision of the Privacy and Security Rules, or other applicable federal, state, or local law.
 - B. To establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all protected health information that the Business Associate creates, receives, maintains, or transmits on behalf of the Agency and to prevent any use or disclosure of protected health information as provided by this attachment.

- C. To comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information. The Business Associate shall provide notice of its designated security officer to the Agency within thirty (30) days following execution of this attachment.
- D. To limit its use, disclosure, or requests for protected health information to the extent practicable to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request.
- E. To secure all protected health information in its possession in accordance with the most current standards established by the Secretary of Health and Human Services under 13402(h)(2) of Public Law 111-5 on the Health and Human Services website.
- F. To notify the Agency of any use or disclosure of protected health information not provided for by this attachment, any security incident, or any breach of unsecured protected health information of which the Business Associate becomes aware.
 - i. Such notice shall include the identification of each individual whose protected health information has been, or is reasonably believed to have been subject to such use, disclosure, incident, or breach, a statement indicating whether the protected health information was secured or unsecured, and a description of any security measures used.
 - ii. A disclosure, incident, or breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to the Business Associate, or, by exercising reasonable diligence, would have been known to the Business Associate. The Business Associate shall be deemed to have knowledge of a disclosure, incident, or breach if the same is known, or, by exercising reasonable diligence, would have been known to any person (other than the person committing the disclosure, incident, or breach) who is an employee, officer, or other agent (determined in accordance with the federal common law of agency) of the Business Associate.
 - iii. All reports of breach involving unsecured protected health information by the Business Associate shall also include the most current contact information available for each individual whose protected health information has been, or is reasonably believed to have been accessed,

acquired, or disclosed, and any other information required by 45 CFR § 164.404 for the notification of individuals.

- G. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any subcontractor that the Business Associate uses to create, receive, maintain, or transmit protected health information on its behalf agrees to the same restrictions, conditions, and requirements that apply to the Business Associate under the terms of this attachment.
- H. To conduct electronic transactions covered by 45 CFR Part 162 as a standard transaction as required by 45 CFR Part 162, and ensure that any agents, including subcontractors, also process electronic transactions as required therein.
- I. To make all protected health information received from the Agency or otherwise created, maintained, or transmitted on behalf of the Agency available to the Agency as necessary for the Agency to comply with an individual's request for access to protected health information under 45 CFR § 164.524, a public records request under Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205, or any other request that may be required by law. If the Business Associate receives such request for protected health information directly, it shall notify the Agency within three (3) business days following its receipt of such request. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for protected health information. The Parties' failure to reach an agreement regarding any such request prior to the timeframes specified in 45 CFR § 164.524 and Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205 shall be cause to terminate this Contract and all other contracts between the Parties.
- J. To make any amendments to protected health information in a designated record set held by the Business Associate or by any subcontractor or agent pursuant to 45 CFR § 164.526. Should the Business Associate receive such request directly, it shall notify the Agency prior to providing any response to the person requesting amendment. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for amendment to the protected health information. The Parties' failure to reach an agreement regarding any amendment prior to the timeframes specified in 45 CFR § 164.526 shall be cause to terminate this Contract and all other contracts between the Parties.
- K. To make internal practices, books and records relating to the use and disclosure of protected health information received from or created or received by the Business Associate on behalf of the Agency available to the Agency or to the Secretary of Health and Human Services for purposes of determining the Agency's or

Business Associate's compliance with the Privacy and Security Rules. The Business Associate shall notify the Agency if it provides such information to the Secretary.

- L. To document such disclosures of protected health information and information related to such disclosures as would be required for the Agency to respond to a request by an individual for an accounting of disclosures under 45 CFR § 164.528. The Business Associate shall comply with the Agency's request for such information within seven (7) business days following the Agency's request. Should the Business Associate receive such request directly, it will notify the Agency. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for an accounting of disclosures. The Parties' failure to reach an agreement regarding any accounting of disclosures prior to the timeframes specified in 45 CFR § 164.528 shall be cause to terminate this Contract and all other contracts between the Parties.
- M. Unless otherwise provided, to provide notice within seven (7) business days of any event that triggers the Business Associate's obligation to notify the Agency.
- N. That Business Associate may be subject to civil and criminal penalties enumerated at sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320-6) with respect to violations of this attachment or the Privacy and Security Rules.
- O. To assume sole responsibility for its own compliance and the compliance of its workforce with the provisions of this section.

4. Responsibilities of Agency Pursuant to this Attachment. The Agency shall inform the Business Associate of the Agency's notice of privacy practices and restrictions on protected health information. The first such notice and restrictions shall be given to the Business Associate no later than the date of the last signature to the Contract. In addition, the Agency agrees to the following:

- A. To provide the Business Associate with the notice of privacy practices the Agency produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.
- B. To provide the Business Associate with any changes in, or revocation of, permission by an individual to use or disclose protected health information, if such changes affect the Business Associate's permitted or required uses and disclosures.

- C. To notify the Business Associate of any restriction to the use or disclosure of protected health information to which the Agency has agreed and which are applicable to the Business Associate, in accordance with 45 CFR § 164.522 and section 13405(a) of Public Law 111–5.
- D. To not request that the Business Associate use or disclose protected health information in any manner that would not be permissible under the Privacy and Security Rules if done by the Agency.
- E. To timely notify the Business Associate of any material violation of this attachment or material Privacy or Security violation by the Business Associate of which the Agency becomes aware. The Agency shall specify a time for the Business Associate, within which the Business Associate must cure the violation, if cure is possible, or within which the Business Associate must end the violation.

5. Special Business Associate Provisions

- A. **Amendments.** If the Contract must be amended to ensure compliance with the Privacy and Security Rules, the Parties shall meet in good faith to agree upon such amendments. If the Parties cannot agree upon such amendments, then either party may terminate the Contract upon thirty (30) days' prior written notice to the other party.
- B. **Interpretation.** Any ambiguity in this attachment shall be resolved in favor of a meaning that permits the Parties to comply with the Privacy and Security Rules. Nothing in the Contract shall be construed to allow or require either Party to violate such rules.
- C. **Notices.** In addition to the notice provisions set forth in the Contract, notices arising out of or from the provisions of this attachment shall be in writing and shall be deemed provided to each respective party if by personal delivery or by, at least, first class United States mail, postage prepaid. Written notices to the Agency shall be provided to the attention of the Agency's designated representative for this Contract and, by separate mailing, to the WDH Compliance Office, 401 Hathaway Building, Cheyenne, Wyoming 82002.
- D. **Termination.** In addition to the termination provisions in the General Provisions section of this Contract, the Contract may be terminated for cause if the Business Associate materially violates the terms of this attachment.
 - i. **Material Violation of Attachment.** Any violation by the Business Associate of any provision of this attachment or any other contract with the Agency which involves the use or disclosure of protected health

information, as determined by the Agency, shall constitute a material violation and shall entitle the Agency to terminate this Contract immediately, seek related remedies, and to terminate all other contracts which involve the Business Associate in the use or disclosure of protected health information, by notifying the Business Associate of such termination.

- ii. Cure. If the Agency receives evidence of a material violation of the obligations set forth herein, or of the Business Associate's primary contracts with the Agency, and the Agency does not terminate this Contract pursuant to subsection "i" above, then the Agency may provide an opportunity to cure or end such violation, as applicable, within a reasonable timeframe specified by the Agency. If the Business Associate's efforts to cure or end such violation are unsuccessful within the time specified, the Agency may terminate this Contract, where feasible, or if termination is not feasible, may report the Business Associate's violation to the Secretary of Health and Human Services or his designee.
- iii. Effect of Termination. Upon termination of this Contract for any reason, the Business Associate shall return or destroy all protected health information, regardless of form so that the Business Associate retains no copies of protected health information received or created on behalf of the Agency. If return or destruction of all protected health information is not feasible, the Business Associate shall notify the Agency of the conditions that make return or destruction infeasible. Upon agreement between the parties that the return or destruction of the protected health information is infeasible, the Business Associate shall extend the protections of this attachment to such information, and further limit the use and disclosure of such information only to those purposes that make its return or destruction infeasible, for so long as the Business Associate maintains the information.
- iv. This provision applies equally to the Business Associate and any of its agents or subcontractors in possession or control of protected health information subject to this attachment.

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BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: November 18, 2014	Name & Title of Presenter: Dale Davis, County Clerk
Department or Organization: County Clerk's Office	Contact Phone & E-mail: 307-872-3765 davisd@sweet.wy.us
Exact Wording for Agenda: Approval of Resolution - Formation and Trustees Election High Desert Rural Healthcare District	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Action Item 5 min
Will there be Handouts? (If yes, include with meeting request form) y	Will handouts require SIGNATURES: y
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.

STATE OF WYOMING)
COUNTY OF SWEETWATER) SS
BOARD OF COUNTY COMMISSIONERS)

A regular meeting of the Board of County Commissioners (the 'Board') of Sweetwater County, State of Wyoming, was held at the regular meeting place of the Board at the Sweetwater County Courthouse, Green River, Wyoming, on Tuesday, November 18, 2014, at 8:30 o'clock a.m., pursuant to notice and call given to each member of the Board.

The meeting was called to order by the Chair of the Board, and upon roll call the following members were found to be present, constituting a quorum of the Board:

Chair:	Wally J. Johnson
Member:	Gary Bailiff
Member:	John K. Kolb
Member:	Don Van Matre
Member :	Reid O. West

There was also present: Steven Dale Davis, County Clerk

The County Clerk then presented the official returns and the summaries of returns from the polling place as certified by the election officials conducting the same.

Thereupon, the following preamble and resolution, to wit were introduced. Commissioner _____ made a motion to approve Resolution No. 14-11-CC-02, seconded by Commissioner _____ and carried unanimously.

RESOLUTION # 14-11-CC-02

WHEREAS, at a formation election and election of Trustees of the duly qualified electors of the High Desert Rural Health Care District, Sweetwater County, State of Wyoming (the 'District'), duly called and held on November 4, 2014, the formation question received a majority of the votes cast in favor of the formation, and five electors of the District received a majority of the votes cast for election to the Board of Trustees of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, Sweetwater County, Wyoming;

Section 1. The formation election and election of Trustees held in the District on Tuesday, November 4, 2014, hereby is determined and declared to have been called, ordered and held in strict compliance with law.

Section 2. The majority of the votes cast were in favor of the following formation question:

"Shall a Rural Healthcare District be established in accordance with the Wyoming Special Rural Health Care Districts Act Section 35-2-701 through 709, of Wyoming Statutes 1977, as amended, and under the Special District Elections Act of 1994, Wyoming Statutes 22-29-101 through 601, to be known as the "High Desert Rural Healthcare District" with purpose of the district is to provide financial support for the Wamsutter Community Health Center in Wamsutter, Wyoming and health service support for Bairoil; to provide financial support for the Emergency Medical Services/Ambulance Service, based in Wamsutter, Wyoming; to provide financial support to the health care or health promotion related services and/or equipment for the residents, business and industries in the region; therefore if said district is created, the District Board of the High Desert Rural Healthcare District shall be authorized to annually levy a tax not to exceed two (2) mills on the dollar, in any one (1) year, of the assessed valuation of the taxable property within the High Desert Rural Healthcare for the purpose of operation said district?"

FOR: 147
AGAINST: 4

Section 3. The majority of the votes cast for Trustees at the election were for the persons named following and for the terms shown following:

TRUSTEE ELECTION:

FOR THE FOUR YEAR TERM (TWO TO BE ELECTED)

Bobbi L Amos	93
Lisa Colson	54
Sheri Lyon	83
Leneda Davis (Write-in)	1
Pat Angle (Write-in)	1
Jenny Shields (Write-in)	1

FOR THE TWO YEAR TERM (THREE TO BE ELECTED)

Jacquelyn L Angle	63
Michael Roehrs	41
Craig Staker	82
Emma D Waldner	103
Nate Nordin (Write-in)	1
Melvin Mathis (Write-in)	1
Joe Erickson (Write-in)	1
Budd Hetrick (Write-in)	1

The official certificate of election results is attached to this resolution.

NOW THEREFORE, the Board of Sweetwater County, Wyoming Commissioners RESOLVE that the boundaries of the High Desert Rural Healthcare District are as follows:

All that portion of Sweetwater County bounded on the north by the north line of Sweetwater County and on the east by the east line of Sweetwater County and on the south by the south line of Sweetwater County and on the west by the following described line:

Beginning at the S.W. Corner of T12N, R98W, thence northerly along the west line of T12N, R98W, T13N, R98W; T14N, R98W; T15N, R98W, to the N.W. Corner of T15N, R98W said Corner is also the S.E. Corner of Solid Waste District # 1;

thence northerly along the east and north line of Solid Waste District #1 as follows: northerly along the west line of T16N, R98W, to the N.W. Corner of said T16N, R98W;

thence westerly along the south line of T17N, R98W to the S.W. Corner of said T17N, R98W;

thence northerly along the west line of said T17N, R98W to the N.W. Corner of said T17N, R98W;

thence easterly along the south line of T18N, R98W to the S.E. Corner of Section 33, T18N, R98W;

thence northerly along the east line of Sections 33, 28, 21, 16, 9 and 4 of T18N, R98W and the east line of Sections 33, 28, 21, 16, 9 and 4 of T19N, R98W and the east lines of Sections 33, 28, 21, 16, 9 and 4 of T20N, R98W to the N.E. Corner of Section 4

T20N, R98W;

thence easterly along the north line of T20N, R98W to the S.W. Corner of T21N, R97W;

thence northerly along the west line of T21N, R97W to the N.W. Corner of said T21N, R97W;

thence westerly along the south line of T22N, R98W, and T22N, R99W to the S.W. Corner of said T22N, R99W, said corner is also the S.E. Corner of the Eden Valley Solid Waste District;

thence leaving the east and north line of the Solid Waste District #1 and following the east line of the Eden Valley Solid Waste District as follows: northerly along the west line of T22N, R99W; T23N, R99W; T24N, R99W to the N.W. Corner of said T24N, R99W;

thence westerly along the south line of T25N, R99W to the S.W. Corner of said T25N, R99W;

thence northerly along the west line of T25N, R99W and T26N, R99W to a point on the north line of Sweetwater County, said point is also the N.W. Corner of said T26N, R99W.

Said described land is located totally within Sweetwater County and the 6th Principal Meridian.

BE IT FURTHER RESOLVED, that Bobbie L Amos and Sheri Lyon were elected Trustees to the four-year term on the District's Board and Jacquelyn L Angle, Craig Staker and Emma D Waldner were elected Trustees to the two year term on the District's Board.

Witness our signatures and the seal of the County this 18th day of November 2014.

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

ATTEST:

Steven Dale Davis, County Clerk

Reid O. West, Member

ADOPTED AND APPROVED this 17th day of November, 2014.

SEAL

Wally J. Johnson, Chair

ATTEST:

Steven Dale Davis, County Clerk

NOVEMBER 4, 2014

2014 SPECIAL ELECTION
FORMATION
HIGH DESERT RURAL
HEALTHCARE DISTRICT

OFFICIAL RESULTS

	TOTAL VOTES	Election Day Ballots		Absentee Ballots	
		23-1	25-1	23-1	25-1
BALLOTS CAST - TOTAL.	147	109	17	9	12
BALLOTS CAST - BLANK.	4	3	1	0	0
HIGH DESERT RURAL HEALTHCARE DISTRICT FORMATION					
Vote for not more than 1					
FOR	129	99	13	7	10
AGAINST	12	6	2	2	2
HIGH DESERT RURAL HEALTHCARE DISTRICT TRUSTEES					
FOUR YEAR TERM					
Vote for not more than 2					
BOBBIE L AMOS	93	76	8	4	5
LISA COLSON	54	40	6	2	6
SHERI LYON	83	62	9	3	9
WRITE-IN	3	3			
HIGH DESERT RURAL HEALTHCARE DISTRICT TRUSTEES					
TWO YEAR TERM					
Vote for not more than 3					
JACQUELYN L ANGLE	63	45	11	3	4
MICHAEL ROEHRS	41	28	4	1	8
CRAIG STAKER	82	61	10	4	7
EMMA D WALDNER	103	85	11	3	4
WRITE-IN	4	4			

Proposed "High Desert Rural Healthcare District" with said district boundaries being:

All that portion of Sweetwater County bounded on the north by the north line of Sweetwater County and on the east by the east line of Sweetwater County and on the south by the south line of Sweetwater County and on the west by the following described line:

Beginning at the S.W. Corner of T12N, R98W, thence northerly along the west line of T12N, R98W, T13N, R98W; T14N, R98W; T15N, R98W, to the N.W. Corner of T15N, R98W said Corner is also the S.E. Corner of Solid Waste District # 1;

thence northerly along the east and north line of Solid Waste District #1 as follows: northerly along the west line of T16N, R98W, to the N.W. Corner of said T16N, R98W;

thence westerly along the south line of T17N, R98W to the S.W. Corner of said T17N, R98W;

thence northerly along the west line of said T17N, R98W to the N.W. Corner of said T17N, R98W;

thence easterly along the south line of T18N, R98W to the S.E. Corner of Section 33, T18N, R98W;

thence northerly along the east line of Sections 33, 28, 21, 16, 9 and 4 of T18N, R98W and the east line of Sections 33, 28, 21, 16, 9 and 4 of T19N, R98W and the east lines of Sections 33, 28, 21, 16, 9 and 4 of T20N, R98W to the N.E. Corner of Section 4 T20N, R98W;

thence easterly along the north line of T20N, R98W to the S.W. Corner of T21N, R97W;

thence northerly along the west line of T21N, R97W to the N.W. Corner of said T21N, R97W;

thence westerly along the south line of T22N, R98W, and T22N, R99W to the S.W. Corner of said T22N, R99W, said corner is also the S.E. Corner of the Eden Valley Solid Waste District;

thence leaving the east and north line of the Solid Waste District #1 and following the east line of the Eden Valley Solid Waste District as follows: northerly along the west line of T22N, R99W; T23N, R99W; T24N, R99W to the N.W. Corner of said T24N, R99W;

thence westerly along the south line of T25N, R99W to the S.W. Corner of said T25N, R99W;

thence northerly along the west line of T25N, R99W and T26N, R99W to a point on the north line of Sweetwater County, said point is also the N.W. Corner of said T26N, R99W.

Said described land is located totally within Sweetwater County and the 6th Principal Meridian.

CERTIFICATE OF ELECTION

NON-PARTISAN

HIGH DESERT RURAL HEALTHCARE DISTRICT
FORMATION & TRUSTEES ELECTION

THE STATE OF WYOMING)
) SS
COUNTY OF SWEETWATER)

We, the duly appointed Canvassing Board within and for said County, in the State aforesaid, do hereby certify that at the 2014 Formation and Trustees Election held on the 4th day of November, 2014, Sweetwater County, Wyoming, the High Desert Rural Healthcare District was established and trustees were elected on the non-partisan ballot, as shown by the abstract of votes cast in said Sweetwater County Election..

FORMATION

TOTAL BALLOTS CAST	147
TOTAL BLANK BALLOTS CAST	4
FOR	129
AGAINST	12

DISTRICT TRUSTEES - - Four Year Term

Bobbie L Amos
Sheri Lyon

DISTRICT TRUSTEES - - Two Year Term

Jacquelyn L Angle
Craig Staker
Emma D Waldner

Vicki Roth
Canvassing Board Member

M. V. [Signature]
Canvassing Board Member



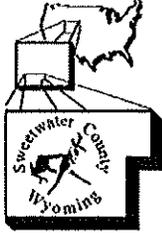
In TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of said County at my office in Green River in said County this 7th day of November, 2014.

Steven Dale Davis
Steven Dale Davis, County Clerk

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 11/12/2014	Name & Title of Presenter: Karen Bailey Garry McLean
Department or Organization: Custodial Dept.	Contact Phone & E-mail: 870-7996
Exact Wording for Agenda: Request to replace vacant positions (Move PT employee to fill FT vacant position, then replace PT vacant position)	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
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.



Sweetwater County Department of Human Resources



80 W. Flaming Gorge Way
Green River, WY 82935

E-MAIL: swchr@swcmail.co.sweet.wy.us

Phone: 307-352-6724 (RS)
307-872-6483 (GR)
Fax: 307-872-6469

MEMORANDUM

To: Sweetwater County Board of County Commissioners
From: Garry McLean, HR Director *GM*
Date: November 12, 2014

RE: Request to Fill Position Vacancy in Custodial Division

On Wednesday, November 12, 2014, custodial supervisor Karen Bailey was advised of a resignation of one of her full-time staff in Rock Springs.

As such, Ms. Bailey would like to respectfully request permission to fill this vacancy by moving one of her part-time people into the full-time position and restaff the part-time position. This position could cost slightly more than current depending upon the health care coverage selected. Otherwise, FTE's will remain the same and costs will be substantially similar.

Attached for board review are the cost summaries for the recommended changes. Please contact me with any questions.

**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 11/18/2014
 Department: Sheriff's Office - Detention Center
 Position: Building Maintenance Worker
 Vacancy Date: 12/19/2014
 Reason for vacancy: Voluntary resignation
 Department Request: To Restaff position immediately, in a full time capacity with full benefits
 Anticipated Re-staff Date 1/1/2015

Board Action	
Approved _____	Date: <u>11/18/2014</u>
Denied _____	
Full time _____	# Hours (if part time) _____
Part time _____	Delay restaffing until (month) _____
Restaff Immediately _____	

	Position	Hire Date	Monthly								Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits	Total cost of employment (salary + benefits)	
Current costs for Detention Employee	Building Maintenance Worker (20 years 10 months Grade 15, step 7 rate of pay)	2/26/1993	\$ 4,561.68	\$ 723.94	\$ 1,156.93	\$ 16.42	\$ 348.97	\$ 101.27	\$ 2,347.55	\$ 6,909.21	\$ 82,910.50
Anticipated Costs to restaff Position Vacancy	Building Maintenance Worker (grade 15, step 5, * see notes below)	1/1/2015	\$ 4,299.83	\$ 682.36	\$ 1,558.91	\$ 15.48	\$ 328.94	\$ 95.46	\$ 2,661.17	\$ 6,961.00	\$ 83,531.95
Net Difference (savings)			\$ (261.85)	\$ (41.56)	\$ 381.98	\$ (0.94)	\$ (20.03)	\$ (5.81)	\$ 313.64	\$ 51.79	\$ 621.45

NOTES

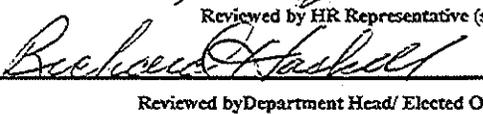
Health Insurance: Anticipates Family health insurance coverage, for new employee, previous employee had Employee + Spouse Coverage.

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

Costs calculated using a re-staffing date of 1/1/2015



 Reviewed by HR Representative (signature)



 Reviewed by Department Head/ Elected Official (signature)

 Commission Chair (signature)

11-7-14

 Date:

11-10-14

 Date:

 Date:

**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 11/18/2014
Department: Custodian
Position: Custodian
Vacancy Date: 11/21/2014
Reason for vacancy: Voluntary resignation
Department Request: To Restaff position immediately, in a Part-Time Capacity
Anticipated Re-staff Date 12/1/2014

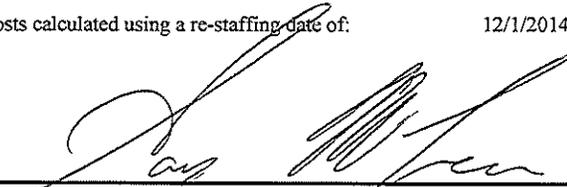
Board Action	
Approved _____	Date: <u>11/18/2014</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly								Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits	Total cost of employment (salary + benefits)	
Current costs for PT Custodian Employee	Custodian (5 months grade 8, step 1 rate of pay)	6/16/2014	\$ 2,715.06	\$ 206.89	\$ -	\$ 9.77	\$ 207.70	\$ 60.27	\$ 484.64	\$ 3,199.70	\$ 38,396.38
Anticipated Costs to restaff Position Vacancy	Custodian (grade 8, step 1 rate of pay)	12/1/2014	\$ 2,715.06	\$ 206.89	\$ -	\$ 9.77	\$ 207.70	\$ 60.27	\$ 484.64	\$ 3,199.70	\$ 38,396.38
Net Difference (savings)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

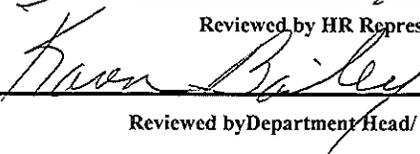
NOTES

Health Insurance: No Health Insurance - Part Time Employees

Costs calculated using a re-staffing date of: 12/1/2014



Reviewed by HR Representative (signature)



Reviewed by Department Head/ Elected Official (signature)

 Commission Chair (signature)

11/12/14

Date:

11-13-14

Date:

 Date:

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 11/18/2014	Name & Title of Presenter: Richard Haskell Garry McLean
Department or Organization: Sheriff's Office	Contact Phone & E-mail: 307-922-5303
Exact Wording for Agenda: Request to restaff vacant position at Detention Center	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min.
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
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
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Sally Shoemaker

From: Brenda Rael - Sweetwater County Human Resources Department
Sent: Friday, November 07, 2014 4:49 PM
To: Sally Shoemaker
Subject: meeting request
Attachments: 2014.11.18 Cost summary - Bldg Maintenance.pdf; 2014.11.108 Sheriff rqst for meeting to restaff position.pdf

Sally,

Please find attached Sheriff Haskell's meeting request to replace a vacant position in the Detention Center. Stefanie will forward the signed copy of the request/cost summary to you next week.

Thanks!

Brenda

Brenda Rael
Sweetwater County
Human Resources Specialist
Phone: 307-872-3912
Fax: 307-872-3996
e-mail: raelb@sweet.wy.us

**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 11/18/2014
 Department: Sheriff's Office - Detention Center
 Position: Building Maintenance Worker
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 Reason for vacancy: Voluntary resignation
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 Anticipated Re-staff Date 1/1/2015

Board Action	
Approved _____	Date: <u>11/18/2014</u>
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Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly								Annual Cost of employment
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NOTES

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

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

Costs calculated using a re-staffing date of 1/1/2015

 Reviewed by HR Representative (signature)

11-7-14
 Date:

 Reviewed by Department Head/ Elected Official (signature)

 Date:

 Commission Chair (signature)

 Date:

2014 State Homeland Security Grant Program (SHSP) – Key Changes Summary

This document is intended to highlight key changes to the State Homeland Security Grant Program (SHSP) for FY 2014. Forms and additional resources are provided on the Wyoming Team website which has been created in an effort to improve communication and support for WOHS and subgrantees. The forms can also be found on our public website at <http://hls.wyo.gov>.

• New investment justifications

- For the FY2014 SHSP, as in past grant years, all subgrantee projects must be applicable to/ be in alignment with the State's six (6) investment areas. *
 - 1) NIMS
 - 2) Regional Preparedness
 - 3) Interoperability/SAFECOM
 - 4) Risk and Gap Analysis
 - 5) IED/Terrorism Initiatives
 - 6) Public Information and Warning

* A detailed description of investments is provided in the 2014 State Homeland Security Grant Program Initiatives included in the grant award agreement packet and is available on both websites.

• Project Planning Worksheet due with Grant Award Agreement

- U.S. Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA) is moving toward a project based application process for their preparedness grants. This year a Project Planning Worksheet will be included in the grant award agreement packet. This form will be required for each subgrantee and returned with the signed grant award agreement. A minimum of 1 and a maximum of 7 project planning worksheet(s) will be accepted.

• Wyoming Team Website

- Our Wyoming Team website, formerly known as the County Coordinator's website, has been created to provide an interactive environment, as well as more timely information through announcements and resources to all subgrantees. Each entity will have access to their own page for uploading quarterly reports and other documentation along with the ability to subscribe to and receive updates on other pages. To sign up for access, if you have not already done so, please include your Gmail address on the Point-of-Contact Information Form provided in the grant award agreement packet. *Two users per entity are allowed access.

• Reporting Requirements

- To help ease some of the reporting burden, a new, comprehensive quarterly report has been developed for subgrantees to report on all funding sources at one time including SHSP, EMPG, HMEP and Mitigation Grants. Quarterly reports must be current in order to receive reimbursement on drawdown

requests. In addition, a signature will be required from both the preparer and the responsible party that signs the grant award agreement.

- All counties will be required to participate in the State's 2014 THIRA/SPR process by reviewing and providing feedback on the 2013 THIRA/SPR by November 1, 2014. Counties will be required to also produce their own THIRA, by July 1, 2015. Training and additional resources will be provided.
- All subgrantees will be required to have an updated EOP by September 1, 2015. According to grant guidance, EOPs must be updated every two years.
- Annual inventory reporting will be due by January 20 each year. Sample forms will be made available on both websites.

- **Updated Reimbursement Request and Expense Claim Forms**

- The Reimbursement Request and Expense Claim forms have been updated for 2014. The expense claim form now features an optional drop-down menu for the State Initiative, Project, NIMS Typed and Solution Area fields. Correct forms are required for drawdown reimbursements as they are specific to each grant year.

- **Grant Management**

- There are updated guides and handbooks available on the Wyoming Team website to provide subgrantees with the resources needed for general grants management questions. The handbooks that are now available include:
 - 2014 Grants Management Handbook
 - 2014 Equipment Control Handbook
- Procurement
 - In accordance with CFR 44, section 13.36 (b) *Procurement standards*. (1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.
 - All subgrantees will be required to submit a copy of their local procurement policy to our office either by copy or email.
- Payment will no longer be allowed for single invoice over multiple grant years
- Proof of payment will be required
- Monthly Grant Manager Calls – our office will be administering monthly calls for the grant managers responsible for processing drawdowns and reports. Updated contact information should be provided on the Point of Contact Information Form included in the grant award packet.

The key changes reflected in this summary have been put in place to provide support to subgrantees and to ensure the State of Wyoming is in compliance with the requirements set forth by U.S. Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA) in order to continue to qualify for preparedness grant funding opportunities on the state level. It is our goal to continue to make the transition to fully implemented project based grant funding as smooth as possible while ensuring compliance with federal grant guidelines.

If you have any questions about the SHSP grant process, please contact Robin Martin, Grant Manager at 307-777-5768 or robin.martin@wyo.gov.

2014 State Homeland Security Grant Program Initiatives

Investments and Projects

Investment #1 – NIMS

This investment is direct support for NIMS compliance objectives as stated in Homeland Security Presidential Directive 5 (HSPD-5) for consistency among agencies for all incidents at all levels of government to work seamlessly to prepare for, prevent, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life, property, and harm to the environment. Projects within this investment include planning, resource management/equipment, training and exercise. As identified in (SPR-3), the state will work to ensure State and Subgrantee Emergency Operations Plans are consistent with the National Response Framework (NRF) and the National Incident Management System (NIMS) and are up to date. Each jurisdiction will be required to update their emergency operations plans (EOPs) to include NIMS and NRF components and development of mutual aid agreements. In addition, jurisdictions will adhere to equipment and resource typing requirements ensuring conformity to NIMS National Resource Typing Definitions according to FEMA guidelines.

Projects:

- 1.1 Planning
- 1.2 Resource Management/Equipment
- 1.3 Training
- 1.4 Exercise

Investment # 2 – Regional Preparedness

The overall focus of this investment is to promote best practices for prevention, protection, mitigation, response, and recovery throughout natural and man-made events. This investment focuses on pre- and post-disaster actions with the goal of minimizing economic impacts and speeding economic stabilization and recovery following an event. The gaps identified in the THIRA include the need to develop current emergency operations, COOP/COG, evacuation, catastrophic response and animal care plans as required under Presidential Policy Directive 8: National Preparedness (PPD-8). This investment will focus on plan development and updating using a whole community approach to community preparedness. Planning will involve Local Emergency Planning Committees, private business, critical infrastructure, and various first responder disciplines.

Projects:

- 2.1 Evacuation Plan
- 2.2 School Safety Preparedness Plans
- 2.3 COOP/COG Plans
- 2.4 Catastrophic Incident Annex
- 2.5 Mitigation Plan
- 2.6 Infrastructure Plans
- 2.7 Medical Response
- 2.8 Pet Care Preparedness
- 2.9 CBRNE Activities

Investment #3 – Interoperability/SAFECOM

The public safety community relies heavily on radio communications. It connects responders to their dispatchers, field managers, each other, and — ultimately — to the public they serve. Radios provide dispatchers the ability to alert one or a group of responders of service calls, regardless of where the responder may be. It provides responders with a means of communicating their needs and actions, independent of fixed facilities, such as land-line telephones or even cell-phone towers, which can quickly become overloaded during a major incident. In the field, radios provide responders the ability to manage incident response, independent of location, using an effective communications plan. And, those responders recognize that radios provide the most vital tool for their own safety. This investment will support the development and publication of county and regional Tactical Interoperable Communications Plans (TICP) consistent with the Statewide Interoperable Communications Plans and the Wyoming Interoperability Guide. This investment will also support the publication of the Wyoming Communications Field Operation Guide. There will be a continual need for upgrading and replacement of end user radios and dispatch equipment as well as a reoccurring need for WyoLink and interoperable communications training.

Projects:

- **3.1 Tactical Interoperability Communications Plan (TICP)**
- **3.2 Equipment - WyoLink Compatibility**
- **3.3 Cyber Terrorism**

Investment # 4 – Risk and Gap Analysis

This investment is direct support for the completion of the state's THIRA with input from the Whole Community. New procedures for the completion of local THIRA's will be implemented which will include on-site training for local jurisdictions and quarterly meetings with emergency managers, regional emergency response teams, school districts, bomb teams, state interoperable working group, forestry, department of transportation, health department, and national guard leadership in the development of their THIRA process. This will assist the state in collecting the necessary data in preparing the overall risk profile in developing the state's THIRA, and will also assist local communities with the assessment of hazards and capabilities through their mitigation plan and those technological, adversary threats outside pre-existing plans relevant to their jurisdiction. Other partners will be identified in an on-going effort to solicit input and development under the mitigation mission core capability. In addition, the state will develop and facilitate the completion of a community preparedness report, similar to the State Preparedness Report. Each jurisdiction will be asked to provide data i.e... (exercises, responses, resource type teams and equipment) to include mutual aid in completing their process. In completion of this report it will provide the state with a more accurate level of preparedness, capability from their respective jurisdictions to lend validity to the states overall SPR as well as assist the community in identifying their organic capabilities.

Projects:

- **4.1 THIRA & SPR**

Investment # 5 – IED/Terrorism Initiatives

The 2013 Wyoming THIRA was used to identify the explosive device hazard and the core capability target. The explosive device spanned 26 out of the 31 core capabilities within the 2013 Wyoming THIRA. On-scene Security and Protection Capability will be the focus of the activities within this investment. The 2013 Wyoming SPR identified gaps between current capabilities and target capabilities (2013 Wyoming SPR, pages SPR-47 and SPR-48) in On-scene Security and Protection Core Capability and are identified as a high priority.

Projects:

- **5.1 Bomb Teams**
- **5.2 Intelligence & Information Sharing**

Investment # 6 – Public Information and Warning

This investment will support a statewide capability for Public Information and Warning and Information Sharing. Public information and warning is a constant theme across Wyoming's Core Capabilities. The implementation of the Integrated Public Alert and Warning System (IPAWS) will address Wyoming's capability to provide vital emergency messaging to residents of Wyoming and individuals visiting the state. The CodeRed system utilized to access the IPAWS portal will also allow for critical information sharing among first responders and communities. This capability will also enhance information sharing to protect state infrastructure by ensuring facilities and operators have information needed. This investment will establish a communications infrastructure to allow for the use of emerging technology to provide information to enhance ongoing, life sustaining activities, provide basic human needs and transition to short term recovery.

Projects:

- **6.1 IPAWS**
- **6.2 Developing Social Media**
- **6.3 Public Education**

State Homeland Security Grant Program Project Planning Worksheet 2014



This worksheet is for applicants applying for the FY2014 State Homeland Security Grant Program (SHSGP) funding in compliance with FY2014 Application Instructions and Grant Guidance. This worksheet must be completed in full. A minimum of 1 and a maximum of 7 project planning worksheet(s) will be accepted.

Project Information

Jurisdiction

Project Name

Project Priority

FY 2014 SHSP Proposed funding (For this Project)

High

Medium

Low

Baseline: New or Ongoing Project

Capabilities that will be created or enhanced by the project.

Project Phase

- Sustaining or maintaining a core capability acquired with federal funding
- Sustaining or maintaining a core capability acquired without federal funding
- Developing or acquiring a new core capability

Description of Capabilities

Project Description - Provide a detailed description of this project

Description of Project

Equipment or Services - Equipment or services to be purchased for the project.

Project Outputs

Capabilities - Capabilities that will be created or enhanced by the project

Project Outcomes

--

Investment Areas - Identify which of the states' six investment areas that will be supported by this project. Choose all that apply:

Investment Areas

- NIMS
- Planning
- Resource Management/Equipment
- Training
- Exercise
- Regional Preparedness
- Evacuation Plan
- School Safety Preparedness Plans
- COOP/COG Plans
- Catastrophic Incident Annex
- Mitigation Plan
- Infrastructure Plans
- Medical Response
- Pet Care Preparedness
- CBRNE Activities
- Interoperability/SAFECOM
- Tactical Interoperability Communications Plan
- Equipment - WyoLink Compatibility
- Cyberterrorism
- Risk and Gap Analysis
- THIRA and SPR
- IED/Terrorism Initiatives
- Bomb Teams
- Intelligence and Information Sharing
- Public Information and Warning
- IPAWS
- Developing Social Media
- Public Education

Proposed Funding by Solution Area:

Provide the Proposed Funding amount to be obligated from this project towards Planning, Organization, Equipment, Training, and Exercises (POETE). (Please provide amounts for all that apply.)

Proposed Funding

Solution Area	Amount of Proposed Funding \$ SHSP	Funds Dedicated to LETPA*
Planning		
Organization		
Equipment		
Training		
Exercises		
Total Proposed Funding		

** If applicable, provide the proposed funding amount that is expected to be obligated toward Law Enforcement Terrorism Prevention Activities (LETPA).*

Mission areas: Select all mission areas supported by this project. (Select all that apply)

- Prevention
- Protection
- Mitigation
- Response
- Recovery

Core Capabilities: Select all Core Capabilities supported by this project. (Select all that apply)

Project Core Capabilities

- Planning
- Public Information and Warning
- Operational Coordination
- Forensics and Attribution
- Intelligence and Information Sharing
- Interdiction and Disruption
- Screening, Search and Detection
- Access Control and Identity Verification
- Cybersecurity
- Physical Protective Measures
- Risk Management for Protection Programs and activities
- Supply Chain Integrity and Security
- Community Resilience
- Long-term Vulnerability Reduction
- Risk and Disaster Resilience Assessment
- Threats and Hazard Identification
- Critical Transportation
- Environmental Response/Health and Safety
- Fatality Management Services
- Infrastructure Systems
- Mass Care Services
- Mass Search and Rescue Operations
- On-scene Security and Protection
- Operational Communications
- Public and Private Services and Resources
- Public Health and Medical Services
- Situational Assessment
- Economic Recovery
- Health and Social Services
- Housing
- Natural and Cultural Resources

Milestones

Identify Milestones by quarter, with start and end dates, which will be achieved within the period of performance.

Quarter	Milestones	Applicable Dates
1		09/2014 - 12/2014
2		01/2015 - 3/2015
3		04/2015 - 06/2015
4		07/2015 - 10/2015
5		09/2015 - 12/2015
6		01/2016 - 03/2016
7		04/2016 - 05/2016

Sustainment:

Identify how you will sustain the project.

Sustainment

A large, empty rectangular box with a thin black border, intended for the user to write their response to the question about project sustainment.

Completed and submitted by:

Title:

Email:

Phone number:



Matthew H. Mead
Governor

Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017
Website: <http://hls.wyo.gov>
5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron
Director

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Grant Program (SHSP) Fiscal Year 2014, Coroner Allocation of SHSP funding

Political Subdivision:	Sweetwater County, Coroner's Office
Award Amount:	\$2,505.00
Award Period:	September 1, 2014 through May 31, 2016
CFDA #:	97.067
DHS Grant Code:	EMW-2014-SS-00094
Project ID:	14-GPD-SWE-LC-HLC14

- Parties:** The parties to this Grant Award Agreement [Grant] are the Wyoming Office of Homeland Security, whose principal address is 5500 Bishop Blvd., Cheyenne, WY 82002 [Homeland Security] and Sweetwater County, whose mailing address is 421 B Street, Rock Springs WY 82901 [Subrecipient].
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the U.S. Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Wyoming Office of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
- Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2014 Department of Homeland Security Appropriations Act, 2013 (Public Law 113-6). The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).
- Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from September 1, 2014 through May 31, 2016. The total amount of this Grant is \$2,505.00.
- Federal Grant References:** The Fiscal Year 2014 Homeland Security Grant Program (HSGP) Program

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Funding Opportunity Announcement (FOA) can be found at www.fema.gov, or <http://hls.wyo.gov>.

6. **Purpose of Grant Award:** The FY 2014 HSGP plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. The FY 2014 HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The National Preparedness System is the instrument the Nation employs to build, sustain, and deliver core capabilities in order to achieve the National Preparedness Goal (the Goal) of a secure and resilient Nation. Complex and far-reaching threats and hazards require a collaborative and whole community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government. The guidance, programs, processes, and systems that support each component of the National Preparedness System allows for the integration of preparedness efforts that build, sustain, and deliver core capabilities and achieve the desired outcomes identified in the Goal. The purpose of the HSGP is to prevent terrorism and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States; therefore, HSGP funded investments must have a terrorism-nexus.

To evaluate National progress in building, sustaining, and delivering the core capabilities outlined in the Goal, FEMA annually publishes the National Preparedness Report (NPR). Looking across all thirty one (31) core capabilities outlined in the Goal, the NPR provides a National perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of shared concern.

Grantees are expected to consider National areas for improvement identified in the 2013 National Preparedness Report, which include cybersecurity, recovery-focused core capabilities, the integration of individuals with access and functional needs, enhancing the resilience of infrastructure systems, and maturing the role of public-private partnerships. Addressing these areas for improvement will enhance preparedness Nation-wide.

In addition, the Department of Homeland Security expects grantees to prioritize grant funding to address gaps identified through the annual State Preparedness Report (SPR) in achieving capability targets set through the annual Threat and Hazard Identification and Risk Assessment (THIRA). These assessments identify the jurisdictions' capability targets and current ability to meet those targets. Grantees should prioritize grant funds to increase capability for high-priority core capabilities with low capability levels.

7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed **\$2,505.00 (two thousand five hundred five dollars and zero cents)**. No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form, Expense Claim Form, applicable invoices and proof of payment provided the expenditures comply with the FY2014 Funding Opportunity Announcement (FOA), the Authorized Equipment list found at <https://www.llis.dhs.gov/knowledgebase>, and all applicable federal and state laws. Payment for one invoice may not be split between different grant years. Quarterly reports must be current in order to receive reimbursements. There will be no extensions for the 2014 State Homeland Security Grant reimbursement or performance period.

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

A. Subrecipient must be familiar with all the requirements and restrictions of the Homeland Security Grant Program, including:

- (1) Subrecipient must be familiar with the 2014 HSGP objectives and priorities identified in the FY 2014 Homeland Security Grant Funding Opportunity Announcement and the State Initiatives which can be found at <http://hls.wyo.gov>.
- (2) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2014 Homeland Security Grant Program Funding Opportunity Announcement (FOA). Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2014 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
- (3) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GDP), Fiscal Year 2013 Homeland Security Exercise and Evaluation Program (HSEEP) guidance. An HSEEP Fact Sheet can be found at <https://hseep.dhs.gov/support/HSEEP%20Revision%20Fact%20Sheet%20041612.pdf>.
- (4) Subrecipient agrees to comply with the financial and administrative requirements set forth in the FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA).
- (5) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
- (6) Subrecipient further agrees to comply with the standards put forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
- (7) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in OMB Circular A-102, per 44 CFR Section 13.36, whichever may be more restrictive must be followed. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds using the Purchase Pre-Approval Request form.
- (8) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **"This document was prepared under a grant from the FEMA's National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS."** Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state

government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and Homeland Security regarding any patent rights that arise from, or are purchased with, this Grant.

- (9) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.
 - (10) Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.
 - (11) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the U.S. Department of Homeland Security, Office of Grants and Training.
 - (12) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
 - (13) Subrecipient may only fund Investments that were included in the FY 2014 Investment Justification (State Initiatives) that were submitted to DHS and that have been identified through the project application (Attachment 3) to be completed by subrecipient and returned within 45 days of receipt of and along with signed Grant Award Agreement. Descriptions of the 2014 State Initiatives can be found at <http://hls.wyo.gov>.
 - (14) Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
 - (15) Subrecipient agrees to complete an Emergency Operations Plan (EOP) or provide current EOP, if updated within the last two years, by September 1, 2015.
- B. This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
- C. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
- D. As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of Domestic Incidents*, the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and the National Incident Management System (NIMS) implementation guidelines.

E. State Initiatives focus on building and sustaining programs and capabilities within and across state boundaries, while aligning with the National Preparedness Goal and National Priorities. Capabilities should be strategically located to maximize the return on preparedness investments, and all available funding sources (federal, state, local, and private) should contribute to building and sustaining these capabilities. Grant funds shall be expended on a project basis that falls under any or all of the following FY 2014 State Initiatives:

- (1) NIMS
 - a. Planning
 - b. Resource Management/Equipment
 - c. Training
 - d. Exercise
- (2) Regional Preparedness
 - a. Evacuation Plan
 - b. School Safety Preparedness Plans
 - c. Continuity of Operations/Continuity of Government (COOP/COG) Plans
 - d. Catastrophic Incident Annex
 - e. Mitigation Plan
 - f. Infrastructure Plans
 - g. Medical Response
 - h. Pet Care Preparedness
 - i. Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) Activities
- (3) Interoperability/SAFECOM
 - a. Tactical Interoperability Communications Plan (TICP)
 - b. Equipment – WyoLink Capability
 - c. Cyber Terrorism
- (4) Risk and Gap Analysis
 - a. THIRA & SPR
- (5) IED/Terrorism Initiatives
 - a. Bomb Teams
 - b. Intelligence & Information Sharing
- (6) Public Information and Warning
 - a. Integrated Public Alert and Warning System (IPAWS)
 - b. Developing Social Media
 - c. Public Education

F. Subrecipient's quarterly progress reports through March 31, June 30, September 30, and December 31 must be submitted to Homeland Security by April 20, July 20, October 20, and January 20, respectively. Quarterly reports will include:

- (1) The number of people trained in a given capability to support a reported number defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 Urban Search and Rescue (USAR) Teams)
 - (2) The total number of a defined type of resource and capabilities built utilizing the resources of this Grant
 - (3) Status of THIRA and Emergency Operations Plan (EOP)
 - (4) What equipment was purchased, what typed capability it supports, and plans for sustainment.
- Quarterly report forms are located on the Homeland Security website: <http://hls.wyo.gov>.

9. **Responsibilities of Homeland Security:**

- A. Homeland Security will be available to provide necessary and feasible technical advice, which may be reasonably required by Subrecipient.
- B. Homeland Security will pay Subrecipient as stated in paragraph 7 above.

- C. Homeland Security shall notify Subrecipient of any state or federal determination of noncompliance. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- D. Homeland Security shall notify Subrecipient at the earliest possible time of the services, which may be affected by a shortage of funds.
- E. Homeland Security shall notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

10. Special Provisions:

- A. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements.
- B. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (2 CFR § Part 225).
- C. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549, Debarment and Suspension and CFR 44 § Part 17 or are on the disbarred vendors list at www.epls.gov.
- D. **Disadvantaged Business Requirement:** To the extent Subrecipient uses contractors or subcontractors, Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- E. **Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented at 44 CFR § Part 17, Subpart F.
- F. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
- G. **Environmental and Historic Preservation Requirements:** Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by Homeland Security or FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of Homeland Security and FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction and notify Homeland Security, FEMA and the appropriate State Historic Preservation Office. **Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.** Additional information can be

found at <http://ojp.usdoj.gov/odp/docs/info271.pdf> and <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm>.

- H. Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Subrecipient's fiscal year. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- I. Freedom of Information Act (FOIA):** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.
- J. Human Trafficking:** As required by 22 U.S.C. 7104(g) and 2 CFR § Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
- (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or sub awards under the award.
- K. Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes. Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.
- L. Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- M. Limitations on Lobbying Activities:** By signing this agreement, Subrecipient agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by Subrecipient in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. Further, Subrecipient may not use any federal funds, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
- N. Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin

discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at www.lep.gov.

- O. Monitoring Activities:** Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or Grant Program Directorate (GPD), and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
- P. National Preparedness Reporting Compliance:** Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability Office.
- Q. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- R. Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.
- S. Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.
- T. Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
- U. Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
- V. Technology Requirements:**
 - (1) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.
 - (2) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.
 - (3) Subrecipient is encouraged to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.

1. General Provisions:

- A. Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed

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- M. Independent Subrecipient:** Subrecipient shall function as an independent contractor for the purposes of this Grant, and Subrecipient or its agents and/or employees shall not be considered employees of the State of Wyoming for any purpose. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Grant, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing Subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or Homeland Security, or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. Subrecipient agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or its agents and/or employees as a result of this Grant.
- N. Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
- O. Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail or delivery in person.
- P. Patent or Copyright Protection:** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Subrecipient will violate any such restriction.
- Q. Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Wyoming Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- R. Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- S. Sovereign Immunity:** The State of Wyoming and Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
- T. Taxes:** Subrecipient shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- U. Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.
- V. Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.

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Agreement Document

- W. Time is of the Essence:** Time is of the essence in all provisions of this Grant.
- X. Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
- Y. Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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

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

HOMELAND SECURITY

Guy Cameron, Director

Date

Sweetwater County

Mr. Wally Johnson, Chair
Sweetwater County Commission

Date

Mr. Dale Majhanovich
Sweetwater County Coroner

Date

Attested by: County Clerk

Date

Approved as to Form:



County Attorney

11-6-14
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



S. Jane Caton, Senior Assistant Attorney General

9-24-14
Date

Attachments:

1. Point of Contact Information Form
2. Summary of 2014 State Initiatives
3. Key Changes Summary
4. Project Planning Worksheet



Matthew H. Mead
Governor

Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017
Website: <http://hls.wyo.gov>
5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron
Director

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Grant Program (SHSP) Fiscal Year 2014, Law Enforcement and Terrorism Prevention-oriented Activities, (LETPA)

Political Subdivision:	Sweetwater County
Award Amount:	\$18,887.89
Award Period:	September 1, 2014 through May 31, 2016
CFDA #:	97.067
DHS Grant Code:	EMW-2014-SS-00094
Project ID:	14-GPD-SWE-LS-HLE14

- Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is 5500 Bishop Blvd, Cheyenne, WY 82002 [Homeland Security] and **Sweetwater County**, whose mailing address is 80 W. Flaming Gorge Way, Green River, WY 82935 [Subrecipient].
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the U.S. Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Wyoming Office of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
- Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2014 Department of Homeland Security Appropriations Act, 2013 (Public Law 113-6). The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).
- Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from September 1, 2014 through May 31, 2016. The total amount of this Grant is **\$18,887.89**.

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5. **Federal Grant References:** The Fiscal Year 2014 Homeland Security Grant Program (HSGP) Program Funding Opportunity Announcement (FOA) can be found at www.fema.gov, or <http://hls.wyo.gov>.
6. **Purpose of Grant Award:** The FY 2014 HSGP plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. The FY 2014 HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The National Preparedness System is the instrument the Nation employs to build, sustain, and deliver core capabilities in order to achieve the National Preparedness Goal (the Goal) of a secure and resilient Nation. Complex and far-reaching threats and hazards require a collaborative and whole community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government. The guidance, programs, processes, and systems that support each component of the National Preparedness System allows for the integration of preparedness efforts that build, sustain, and deliver core capabilities and achieve the desired outcomes identified in the Goal. The purpose of the HSGP is to prevent terrorism and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States; therefore, HSGP funded investments must have a terrorism-nexus.

To evaluate National progress in building, sustaining, and delivering the core capabilities outlined in the Goal, FEMA annually publishes the National Preparedness Report (NPR). Looking across all thirty one (31) core capabilities outlined in the Goal, the NPR provides a National perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of shared concern.

Grantees are expected to consider National areas for improvement identified in the 2013 National Preparedness Report, which include cybersecurity, recovery-focused core capabilities, the integration of individuals with access and functional needs, enhancing the resilience of infrastructure systems, and maturing the role of public-private partnerships. Addressing these areas for improvement will enhance preparedness Nation-wide.

In addition, the Department of Homeland Security expects grantees to prioritize grant funding to address gaps identified through the annual State Preparedness Report (SPR) in achieving capability targets set through the annual Threat and Hazard Identification and Risk Assessment (THIRA). These assessments identify the jurisdictions' capability targets and current ability to meet those targets. Grantees should prioritize grant funds to increase capability for high-priority core capabilities with low capability levels.

7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed **\$18,887.89 (eighteen thousand eight hundred eighty seven dollars and eight nine cents)**. No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form, Expense Claim Form, applicable invoices and proof of payment provided the expenditures comply with the FY2014 Funding Opportunity Announcement (FOA), the Authorized Equipment list found at <https://www.llis.dhs.gov/knowledgebase>, and all applicable federal and state laws. Payment for one invoice may not be split between different grant years. Quarterly reports must be current in order to receive reimbursements. There will be no extensions for the 2014 State Homeland Security Grant reimbursement or performance period.

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

A. Subrecipient must be familiar with all the requirements and restrictions of the Homeland Security Grant Program, including:

- (1) Subrecipient must be familiar with the 2014 HSGP objectives and priorities identified in the FY 2014 Homeland Security Grant Funding Opportunity Announcement and the State Initiatives which can be found at <http://hls.wyo.gov>.
- (2) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2014 Homeland Security Grant Program Funding Opportunity Announcement (FOA). Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2014 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
- (3) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GDP), Fiscal Year 2013 Homeland Security Exercise and Evaluation Program (HSEEP) guidance. An HSEEP Fact Sheet can be found at <https://hseep.dhs.gov/support/HSEEP%20Revision%20Fact%20Sheet%20041612.pdf>.
- (4) Subrecipient agrees to comply with the financial and administrative requirements set forth in the FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA).
- (5) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
- (6) Subrecipient further agrees to comply with the standards put forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
- (7) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in OMB Circular A-102, per 44 CFR Section 13.36, whichever may be more restrictive must be followed. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds using the Purchase Pre-Approval Request form.
- (8) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: **“Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security.”** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **“This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS.”** Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license

to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and Homeland Security regarding any patent rights that arise from, or are purchased with, this Grant.

- (9) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.
 - (10) Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.
 - (11) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the U.S. Department of Homeland Security, Office of Grants and Training.
 - (12) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
 - (13) Subrecipient may only fund Investments that were included in the FY 2014 Investment Justification (State Initiatives) that were submitted to DHS and that have been identified through the project application (Attachment 3) to be completed by subrecipient and returned within 45 days of receipt of and along with signed Grant Award Agreement. Descriptions of the 2014 State Initiatives can be found at <http://hls.wyo.gov>.
 - (14) Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
 - (15) Subrecipient agrees to complete an Emergency Operations Plan (EOP) or provide current EOP, if updated within the last two years, by September 1, 2015.
- B. This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
- C. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
- D. As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of Domestic Incidents*, the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and the National

Incident Management System (NIMS) implementation guidelines.

E. State Initiatives focus on building and sustaining programs and capabilities within and across state boundaries, while aligning with the National Preparedness Goal and National Priorities. Capabilities should be strategically located to maximize the return on preparedness investments, and all available funding sources (federal, state, local, and private) should contribute to building and sustaining these capabilities. Grant funds shall be expended on a project basis that falls under any or all of the following FY 2014 State Initiatives:

(1) NIMS

- a. Planning
- b. Resource Management/Equipment
- c. Training
- d. Exercise

(2) Regional Preparedness

- a. Evacuation Plan
- b. School Safety Preparedness Plans
- c. Continuity of Operations/Continuity of Government (COOP/COG) Plans
- d. Catastrophic Incident Annex
- e. Mitigation Plan
- f. Infrastructure Plans
- g. Medical Response
- h. Pet Care Preparedness
- i. Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) Activities

(3) Interoperability/SAFECOM

- a. Tactical Interoperability Communications Plan (TICP)
- b. Equipment – WyoLink Capability
- c. Cyber Terrorism

(4) Risk and Gap Analysis

- a. THIRA & SPR

(5) IED/Terrorism Initiatives

- a. Bomb Teams
- b. Intelligence & Information Sharing

(6) Public Information and Warning

- a. Integrated Public Alert and Warning System (IPAWS)
- b. Developing Social Media
- c. Public Education

F. Subrecipient's quarterly progress reports through March 31, June 30, September 30, and December 31 must be submitted to Homeland Security by April 20, July 20, October 20, and January 20, respectively. Quarterly reports will include:

- (1) The number of people trained in a given capability to support a reported number defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 Urban Search and Rescue (USAR) Teams)
- (2) The total number of a defined type of resource and capabilities built utilizing the resources of this Grant
- (3) Status of THIRA and Emergency Operations Plan (EOP)
- (4) What equipment was purchased, what typed capability it supports, and plans for sustainment.

Quarterly report forms are located on the Homeland Security website: <http://hls.wyo.gov>.

9. Responsibilities of Homeland Security:

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

10. Special Provisions:

- A. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements.
- B. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (2 CFR § Part 225).
- C. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549, Debarment and Suspension and CFR 44 § Part 17 or are on the disbarred vendors list at www.epls.gov.
- D. **Disadvantaged Business Requirement:** To the extent Subrecipient uses contractors or subcontractors, Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- E. **Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented at 44 CFR § Part 17, Subpart F.
- F. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
- G. **Environmental and Historic Preservation Requirements:** Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by Homeland Security or FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of Homeland Security and FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project

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

- H. Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Subrecipient's fiscal year. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- I. Freedom of Information Act (FOIA):** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.
- J. Human Trafficking:** As required by 22 U.S.C. 7104(g) and 2 CFR § Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
- (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or sub awards under the award.
- K. Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes. Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.
- L. Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- M. Limitations on Lobbying Activities:** By signing this agreement, Subrecipient agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by Subrecipient in connection with lobbying Congressmen, or any other federal agency in connection with

the award of a federal grant, contract, cooperative agreement, or loan. Further, Subrecipient may not use any federal funds, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

- N. Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at www.lep.gov.
- O. Monitoring Activities:** Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or Grant Program Directorate (GPD), and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
- P. National Preparedness Reporting Compliance:** Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability Office.
- Q. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- R. Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.
- S. Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.
- T. Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
- U. Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
- V. Technology Requirements:**
- (1) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.
 - (2) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.
 - (3) Subrecipient is encouraged to align any geospatial activities with the guidance available on the

11. General Provisions:

- A. Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- B. Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- D. Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Homeland Security to terminate this Grant to acquire similar services from another party.
- E. Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- F. Compliance with Law:** Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- G. Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- H. Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- I. Entirety of Grant:** This Grant, consisting of twelve (12) pages plus Attachment One, Point-of-Contact Information Form, consisting of one (1) page, Attachment Two, Summary of 2014 State Initiatives, consisting of (2) pages, Attachment Three, Key Changes Summary, consisting of two (2) pages, and the Project Planning Worksheet, consisting of nine (9) pages, which are attached and incorporated herein, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- J. Ethics:** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Subrecipient.
- K. Force Majeure:** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all

reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- L. Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- M. Independent Subrecipient:** Subrecipient shall function as an independent contractor for the purposes of this Grant, and Subrecipient or its agents and/or employees shall not be considered employees of the State of Wyoming for any purpose. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Grant, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing Subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or Homeland Security, or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. Subrecipient agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or its agents and/or employees as a result of this Grant.
- N. Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
- O. Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail or delivery in person.
- P. Patent or Copyright Protection:** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Subrecipient will violate any such restriction.
- Q. Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Wyoming Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- R. Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- S. Sovereign Immunity:** The State of Wyoming and Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
- T. Taxes:** Subrecipient shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- U. Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.
- V. Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended

only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.

W. Time is of the Essence: Time is of the essence in all provisions of this Grant.

X. Titles Not Controlling: Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.

Y. Waiver: The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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

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

HOMELAND SECURITY

Guy Cameron, Director

Date

SWEETWATER COUNTY

Mr. Wally Johnson, Chair
Sweetwater County Commission

Date

Sheriff Rich Haskell
Sweetwater County

Date

Attested by: County Clerk

Date

Approved as to Form:



County Attorney

11-6-14
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



S. Jane Caton, Senior Assistant Attorney General

9-25-14
Date

Attachments:

1. Point of Contact Information Form
2. Summary of 2014 State Initiatives
3. Key Changes Summary
4. Project Planning Worksheet



Matthew H. Mead
Governor

Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017
Website: <http://hls.wyo.gov>
5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron
Director

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Grant Program (SHSP) Fiscal Year 2014

Political Subdivision:	Sweetwater County
Award Amount:	\$67,585.47
Award Period:	September 1, 2014 through May 31, 2016
CFDA #:	97.067
DHS Grant Code:	EMW-2014-SS-00094
Project ID:	14-GPD-SWE-SC-HSG14

- Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is 5500 Bishop Blvd, Cheyenne, WY 82002 [Homeland Security] and **Sweetwater County**, whose mailing address is **80 W. Flaming Gorge Way, Green River, WY 82935** [Subrecipient].
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the U.S. Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Wyoming Office of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
- Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2014 Department of Homeland Security Appropriations Act, 2013 (Public Law 113-6). The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).
- Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from September 1, 2014 through May 31, 2016. The total amount of this Grant is **\$67,585.47**.

WOHS

Original Document

5. **Federal Grant References:** The Fiscal Year 2014 Homeland Security Grant Program (HSGP) Program Funding Opportunity Announcement (FOA) can be found at www.fema.gov, or <http://hls.wyo.gov>.
6. **Purpose of Grant Award:** The FY 2014 HSGP plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. The FY 2014 HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The National Preparedness System is the instrument the Nation employs to build, sustain, and deliver core capabilities in order to achieve the National Preparedness Goal (the Goal) of a secure and resilient Nation. Complex and far-reaching threats and hazards require a collaborative and whole community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government. The guidance, programs, processes, and systems that support each component of the National Preparedness System allows for the integration of preparedness efforts that build, sustain, and deliver core capabilities and achieve the desired outcomes identified in the Goal. The purpose of the HSGP is to prevent terrorism and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States; therefore, HSGP funded investments must have a terrorism-nexus.

To evaluate National progress in building, sustaining, and delivering the core capabilities outlined in the Goal, FEMA annually publishes the National Preparedness Report (NPR). Looking across all thirty one (31) core capabilities outlined in the Goal, the NPR provides a National perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of shared concern.

Grantees are expected to consider National areas for improvement identified in the 2013 National Preparedness Report, which include cybersecurity, recovery-focused core capabilities, the integration of individuals with access and functional needs, enhancing the resilience of infrastructure systems, and maturing the role of public-private partnerships. Addressing these areas for improvement will enhance preparedness Nation-wide.

In addition, the Department of Homeland Security expects grantees to prioritize grant funding to address gaps identified through the annual State Preparedness Report (SPR) in achieving capability targets set through the annual Threat and Hazard Identification and Risk Assessment (THIRA). These assessments identify the jurisdictions' capability targets and current ability to meet those targets. Grantees should prioritize grant funds to increase capability for high-priority core capabilities with low capability levels.

7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed **\$67,585.47 (sixty seven thousand five hundred eighty five dollars and forty seven cents)**. No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form, Expense Claim Form, applicable invoices and proof of payment provided the expenditures comply with the FY2014 Funding Opportunity Announcement (FOA), the Authorized Equipment list found at <https://www.llis.dhs.gov/knowledgebase>, and all applicable federal and state laws. Payment for one invoice may not be split between different grant years. Quarterly reports must be current in order to receive reimbursements. There will be no extensions for the 2014 State Homeland Security Grant reimbursement or performance period.

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

A. Subrecipient must be familiar with all the requirements and restrictions of the Homeland Security Grant Program, including:

- (1) Subrecipient must be familiar with the 2014 HSGP objectives and priorities identified in the FY 2014 Homeland Security Grant Funding Opportunity Announcement and the State Initiatives which can be found at <http://hls.wyo.gov>.
- (2) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2014 Homeland Security Grant Program Funding Opportunity Announcement (FOA). Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2014 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
- (3) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GDP), Fiscal Year 2013 Homeland Security Exercise and Evaluation Program (HSEEP) guidance. An HSEEP Fact Sheet can be found at <https://hseep.dhs.gov/support/HSEEP%20Revision%20Fact%20Sheet%20041612.pdf>.
- (4) Subrecipient agrees to comply with the financial and administrative requirements set forth in the FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA).
- (5) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
- (6) Subrecipient further agrees to comply with the standards put forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
- (7) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in OMB Circular A-102, per 44 CFR Section 13.36, whichever may be more restrictive must be followed. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds using the Purchase Pre-Approval Request form.
- (8) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: **“Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security.”** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **“This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS.”** Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license

to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and Homeland Security regarding any patent rights that arise from, or are purchased with, this Grant.

- (9) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.
 - (10) Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.
 - (11) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the U.S. Department of Homeland Security, Office of Grants and Training.
 - (12) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
 - (13) Subrecipient may only fund Investments that were included in the FY 2014 Investment Justification (State Initiatives) that were submitted to DHS and that have been identified through the project application (Attachment 3) to be completed by subrecipient and returned within 45 days of receipt of and along with signed Grant Award Agreement. Descriptions of the 2014 State Initiatives can be found at <http://hls.wyo.gov>.
 - (14) Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
 - (15) Subrecipient agrees to participate in the State's 2013 THIRA and SPR or Community Preparedness Report (CPR) by reviewing and providing comment or feedback by November 1, 2014.
 - (16) Subrecipient agrees to complete a THIRA/CPR by July 1, 2015.
 - (17) Subrecipient agrees to complete an Emergency Operations Plan (EOP) or provide current EOP, if updated within the last two years, by September 1, 2015.
- B. This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
- C. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
- D. As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of*

Domestic Incidents, the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and the National Incident Management System (NIMS) implementation guidelines.

- E. State Initiatives focus on building and sustaining programs and capabilities within and across state boundaries, while aligning with the National Preparedness Goal and National Priorities. Capabilities should be strategically located to maximize the return on preparedness investments, and all available funding sources (federal, state, local, and private) should contribute to building and sustaining these capabilities. Grant funds shall be expended on a project basis that falls under any or all of the following FY 2014 State Initiatives:

(1) NIMS

- a. Planning
- b. Resource Management/Equipment
- c. Training
- d. Exercise

(2) Regional Preparedness

- a. Evacuation Plan
- b. School Safety Preparedness Plans
- c. Continuity of Operations/Continuity of Government (COOP/COG) Plans
- d. Catastrophic Incident Annex
- e. Mitigation Plan
- f. Infrastructure Plans
- g. Medical Response
- h. Pet Care Preparedness
- i. Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) Activities

(3) Interoperability/SAFECOM

- a. Tactical Interoperability Communications Plan (TICP)
- b. Equipment – WyoLink Capability
- c. Cyber Terrorism

(4) Risk and Gap Analysis

- a. THIRA & SPR

(5) IED/Terrorism Initiatives

- a. Bomb Teams
- b. Intelligence & Information Sharing

(6) Public Information and Warning

- a. Integrated Public Alert and Warning System (IPAWS)
- b. Developing Social Media
- c. Public Education

- F. Subrecipient's quarterly progress reports through March 31, June 30, September 30, and December 31 must be submitted to Homeland Security by April 20, July 20, October 20, and January 20, respectively. Quarterly reports will include:

- (1) The number of people trained in a given capability to support a reported number defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 Urban Search and Rescue (USAR) Teams)
- (2) The total number of a defined type of resource and capabilities built utilizing the resources of this Grant
- (3) Status of THIRA and Emergency Operations Plan (EOP)
- (4) What equipment was purchased, what typed capability it supports, and plans for sustainment.

Quarterly report forms are located on the Homeland Security website: <http://hls.wyo.gov/NIMS>

9. Responsibilities of Homeland Security:

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

10. Special Provisions:

- A. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements.
- B. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (2 CFR § Part 225).
- C. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549, Debarment and Suspension and CFR 44 § Part 17 or are on the disbarred vendors list at www.epls.gov.
- D. **Disadvantaged Business Requirement:** To the extent Subrecipient uses contractors or subcontractors, Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- E. **Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented at 44 CFR § Part 17, Subpart F.
- F. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
- G. **Environmental and Historic Preservation Requirements:** Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by Homeland Security or FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of Homeland Security and FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project

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

- H. Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Subrecipient's fiscal year. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- I. Freedom of Information Act (FOIA):** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.
- J. Human Trafficking:** As required by 22 U.S.C. 7104(g) and 2 CFR § Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
- (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or sub awards under the award.
- K. Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes. Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.
- L. Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- M. Limitations on Lobbying Activities:** By signing this agreement, Subrecipient agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by Subrecipient in connection with lobbying Congressmen, or any other federal agency, in connection with

the award of a federal grant, contract, cooperative agreement, or loan. Further, Subrecipient may not use any federal funds, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

- N. Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at www.lep.gov.
- O. Monitoring Activities:** Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or Grant Program Directorate (GPD), and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
- P. National Preparedness Reporting Compliance:** Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability Office.
- Q. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- R. Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.
- S. Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.
- T. Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
- U. Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
- V. Technology Requirements:**
- (1) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.
 - (2) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.
 - (3) Subrecipient is encouraged to align any geospatial activities with the guidance available on the

11. General Provisions:

- A. Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- B. Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- D. Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Homeland Security to terminate this Grant to acquire similar services from another party.
- E. Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- F. Compliance with Law:** Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- G. Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- H. Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- I. Entirety of Grant:** This Grant, consisting of twelve (12) pages, plus Attachment One, Point-of-Contact Information Form, consisting of one (1) page, Attachment Two, Summary of State Initiatives, consisting of three (3) pages, Attachment Three, Key Changes Summary, consisting of two (2) pages, and the Project Planning Worksheet, consisting of nine (9) pages, which are attached and incorporated herein, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- J. Ethics:** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Subrecipient.
- K. Force Majeure:** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all

reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- L. Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- M. Independent Subrecipient:** Subrecipient shall function as an independent contractor for the purposes of this Grant, and Subrecipient or its agents and/or employees shall not be considered employees of the State of Wyoming for any purpose. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Grant, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing Subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or Homeland Security, or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. Subrecipient agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or its agents and/or employees as a result of this Grant.
- N. Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
- O. Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail or delivery in person.
- P. Patent or Copyright Protection:** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Subrecipient will violate any such restriction.
- Q. Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Wyoming Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- R. Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- S. Sovereign Immunity:** The State of Wyoming and Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
- T. Taxes:** Subrecipient shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- U. Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.
- V. Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended

only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.

W. Time is of the Essence: Time is of the essence in all provisions of this Grant.

X. Titles Not Controlling: Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.

Y. Waiver: The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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

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

HOMELAND SECURITY

Guy Cameron, Director

Date

Sweetwater County

Mr. Wally Johnson, Chair
Sweetwater County Commission

Date

Attested by: County Clerk

Date

Approved as to Form:



County Attorney

11-6-14
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton # 120933
S. Jane Caton, Senior Assistant Attorney General

9-24-14
Date

Attachments:

1. Point of Contact Information Form
2. Summary of 2014 State Initiatives
3. Key Changes Summary
4. Project Planning Worksheet



Matthew H. Mead
Governor

Office of Homeland Security

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

Website: <http://hls.wyo.gov>

5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron
Director

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Grant Program (SHSP) Fiscal Year 2014

Political Subdivision:	Sweetwater County Sheriff's Office/Administrator for Region 4 Bomb Team
Award Amount:	\$20,000.00
Award Period:	September 1, 2014 through May 31, 2016
CFDA #:	97.067
DHS Grant Code:	EMW-2014-SS-00094
Project ID:	14-GPD-BT4-BM-HMB14

- Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is 5500 Bishop Blvd, Cheyenne, WY 82002 [Homeland Security] and **Sweetwater County Sheriff's Office/Administrator for Region 4 Bomb Team**, whose mailing address is **80 W. Flaming Gorge Way, Green River, WY 82935** [Subrecipient].
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the U.S. Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Wyoming Office of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
- Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2014 Department of Homeland Security Appropriations Act, 2013 (Public Law 113-6). The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).
- Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from September 1, 2014 through May 31, 2016. The total amount of this Grant is **\$20,000.00**.

Official Document

5. **Federal Grant References:** The Fiscal Year 2014 Homeland Security Grant Program (HSGP) Program Funding Opportunity Announcement (FOA) can be found at www.fema.gov, or <http://hls.wyo.gov>.
6. **Purpose of Grant Award:** The FY 2014 HSGP plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. The FY 2014 HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The National Preparedness System is the instrument the Nation employs to build, sustain, and deliver core capabilities in order to achieve the National Preparedness Goal (the Goal) of a secure and resilient Nation. Complex and far-reaching threats and hazards require a collaborative and whole community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government. The guidance, programs, processes, and systems that support each component of the National Preparedness System allows for the integration of preparedness efforts that build, sustain, and deliver core capabilities and achieve the desired outcomes identified in the Goal. The purpose of the HSGP is to prevent terrorism and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States; therefore, HSGP funded investments must have a terrorism-nexus.

To evaluate National progress in building, sustaining, and delivering the core capabilities outlined in the Goal, FEMA annually publishes the National Preparedness Report (NPR). Looking across all thirty one (31) core capabilities outlined in the Goal, the NPR provides a National perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of shared concern.

Grantees are expected to consider National areas for improvement identified in the 2013 National Preparedness Report, which include cybersecurity, recovery-focused core capabilities, the integration of individuals with access and functional needs, enhancing the resilience of infrastructure systems, and maturing the role of public-private partnerships. Addressing these areas for improvement will enhance preparedness Nation-wide.

In addition, the Department of Homeland Security expects grantees to prioritize grant funding to address gaps identified through the annual State Preparedness Report (SPR) in achieving capability targets set through the annual Threat and Hazard Identification and Risk Assessment (THIRA). These assessments identify the jurisdictions' capability targets and current ability to meet those targets. Grantees should prioritize grant funds to increase capability for high-priority core capabilities with low capability levels.

7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed **\$20,000.00 (twenty thousand dollars and zero cents)**. No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form, Expense Claim Form, applicable invoices and proof of payment provided the expenditures comply with the FY2014 Funding Opportunity Announcement (FOA), the Authorized Equipment list found at <https://www.llis.dhs.gov/knowledgebase>, and all applicable federal and state laws. Payment for one invoice may not be split between different grant years. Quarterly reports must be current in order to receive reimbursements. There will be no extensions for the 2014 State Homeland Security Grant

reimbursement or performance period.

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

A. Subrecipient must be familiar with all the requirements and restrictions of the Homeland Security Grant Program, including:

- (1) Subrecipient must be familiar with the 2014 HSGP objectives and priorities identified in the FY 2014 Homeland Security Grant Funding Opportunity Announcement and the State Initiatives which can be found at <http://hls.wyo.gov>.
- (2) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2014 Homeland Security Grant Program Funding Opportunity Announcement (FOA). Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2014 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
- (3) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GDP), Fiscal Year 2013 Homeland Security Exercise and Evaluation Program (HSEEP) guidance. An HSEEP Fact Sheet can be found at <https://hseep.dhs.gov/support/HSEEP%20Revision%20Fact%20Sheet%20041612.pdf>.
- (4) Subrecipient agrees to comply with the financial and administrative requirements set forth in the FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA).
- (5) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
- (6) Subrecipient further agrees to comply with the standards put forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
- (7) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in OMB Circular A-102, per 44 CFR Section 13.36, whichever may be more restrictive must be followed. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds using the Purchase Pre-Approval Request form.
- (8) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: **“Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security.”** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **“This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS.”** Additionally, Subrecipient acknowledges that

DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and Homeland Security regarding any patent rights that arise from, or are purchased with, this Grant.

- (9) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.
 - (10) Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.
 - (11) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the U.S. Department of Homeland Security, Office of Grants and Training.
 - (12) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
 - (13) Subrecipient may only fund Investments that were included in the FY 2014 Investment Justification (State Initiatives) that were submitted to DHS and that have been identified through the project application (Attachment 3) to be completed by subrecipient and returned within 45 days of receipt of and along with signed Grant Award Agreement. Descriptions of the 2014 State Initiatives can be found at <http://hls.wyo.gov>.
 - (14) Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
 - (15) Subrecipient agrees to participate in the State's 2013 THIRA and SPR or Community Preparedness Report (CPR) by reviewing and providing comment or feedback by November 1, 2014.
 - (16) Subrecipient agrees to complete a THIRA/CPR by July 1, 2015.
 - (17) Subrecipient agrees to complete an Emergency Operations Plan (EOP) or provide current EOP, if updated within the last two years, by September 1, 2015.
- B. This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
- C. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.

- D. As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of Domestic Incidents*, the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and the National Incident Management System (NIMS) implementation guidelines.
- E. State Initiatives focus on building and sustaining programs and capabilities within and across state boundaries, while aligning with the National Preparedness Goal and National Priorities. Capabilities should be strategically located to maximize the return on preparedness investments, and all available funding sources (federal, state, local, and private) should contribute to building and sustaining these capabilities. Grant funds shall be expended on a project basis that falls under any or all of the following FY 2014 State Initiatives:
- (1) NIMS
 - a. Planning
 - b. Resource Management/Equipment
 - c. Training
 - d. Exercise
 - (2) Regional Preparedness
 - a. Evacuation Plan
 - b. School Safety Preparedness Plans
 - c. Continuity of Operations/Continuity of Government (COOP/COG) Plans
 - d. Catastrophic Incident Annex
 - e. Mitigation Plan
 - f. Infrastructure Plans
 - g. Medical Response
 - h. Pet Care Preparedness
 - i. Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) Activities
 - (3) Interoperability/SAFECOM
 - a. Tactical Interoperability Communications Plan (TICP)
 - b. Equipment – WyoLink Capability
 - c. Cyber Terrorism
 - (4) Risk and Gap Analysis
 - a. THIRA & SPR
 - (5) IED/Terrorism Initiatives
 - a. Bomb Teams
 - b. Intelligence & Information Sharing
 - (6) Public Information and Warning
 - a. Integrated Public Alert and Warning System (IPAWS)
 - b. Developing Social Media
 - c. Public Education
- F. Subrecipient's quarterly progress reports through March 31, June 30, September 30, and December 31 must be submitted to Homeland Security by April 20, July 20, October 20, and January 20, respectively. Quarterly reports will include:
- (1) The number of people trained in a given capability to support a reported number defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 Urban Search and Rescue (USAR) Teams)
 - (2) The total number of a defined type of resource and capabilities built utilizing the resources of this Grant
 - (3) Status of THIRA and Emergency Operations Plan (EOP)
 - (4) What equipment was purchased, what typed capability it supports, and plans for sustainment

Quarterly report forms are located on the Homeland Security website: <http://hls.wyo.gov>.

9. **Responsibilities of Homeland Security:**

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

10. **Special Provisions:**

- A. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements.
- B. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (2 CFR § Part 225).
- C. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549, Debarment and Suspension and CFR 44 § Part 17 or are on the disbarred vendors list at www.epls.gov.
- D. **Disadvantaged Business Requirement:** To the extent Subrecipient uses contractors or subcontractors, Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- E. **Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented at 44 CFR § Part 17, Subpart F.
- F. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
- G. **Environmental and Historic Preservation Requirements:** Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by Homeland Security or FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of Homeland Security and FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for

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

- H. Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Subrecipient's fiscal year. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- I. Freedom of Information Act (FOIA):** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.
- J. Human Trafficking:** As required by 22 U.S.C. 7104(g) and 2 CFR § Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
- (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or sub awards under the award.
- K. Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes. Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.
- L. Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- M. Limitations on Lobbying Activities:** By signing this agreement, Subrecipient agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by

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Subrecipient in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. Further, Subrecipient may not use any federal funds, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

- N. Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at www.lep.gov.
- O. Monitoring Activities:** Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or Grant Program Directorate (GPD), and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
- P. National Preparedness Reporting Compliance:** Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability Office.
- Q. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- R. Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.
- S. Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.
- T. Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
- U. Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
- V. Technology Requirements:**
- (1) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.
 - (2) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.

NOPE
Original Document

(3) Subrecipient is encouraged to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.

1.1. General Provisions:

- A. Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- B. Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- D. Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Homeland Security to terminate this Grant to acquire similar services from another party.
- E. Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- F. Compliance with Law:** Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- G. Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- H. Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- I. Entirety of Grant:** This Grant, consisting of twelve (12) pages plus Attachment One, Point-of-Contact Information Form, consisting of one (1) page, Attachment Two, Summary of 2014 State Initiatives, consisting of (2) pages, Attachment Three, Key Changes Summary, consisting of two (2) pages, and the Project Planning Worksheet, consisting of nine (9) pages, which are attached and incorporated herein, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- J. Ethics:** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Subrecipient.
- K. Force Majeure:** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent

and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- L. **Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- M. **Independent Contractor:** Subrecipient shall function as an independent contractor for the purposes of this Grant, and Subrecipient or its agents and/or employees shall not be considered employees of the State of Wyoming for any purpose. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Grant, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing Subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or Homeland Security, or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. Subrecipient agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or its agents and/or employees as a result of this Grant.
- N. **Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
- O. **Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail or delivery in person.
- P. **Patent or Copyright Protection:** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Subrecipient will violate any such restriction.
- Q. **Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Wyoming Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- R. **Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- S. **Sovereign Immunity:** The State of Wyoming and Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
- T. **Taxes:** Subrecipient shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- U. **Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.
- V. **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant,

and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.

- W. Time is of the Essence:** Time is of the essence in all provisions of this Grant.
- X. Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
- Y. Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

[Handwritten signature]
[Handwritten text]

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

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

HOMELAND SECURITY

Guy Cameron, Director

Date

Sweetwater County Sheriff's Office/Administrator for Region 4 Bomb Team

Chairman Wally Johnson
Sweetwater County

Date

Sheriff Rich Haskell

Date

Attested by: City/County Clerk

Date

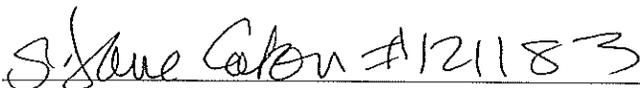
Approved as to Form:



City/County Attorney

11-6-14
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



S. Jane Caton, Senior Assistant Attorney General

10-3-14
Date

Attachments:

1. Point of Contact Information Form
2. Summary of 2014 State Initiatives
3. Key Changes Summary
4. Project Planning Worksheet

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<p>Date Requested: BOCC- November 18,2014</p>	<p>Name & Title of Presenter: John P. Radosevich Sweetwater County Engineer</p>
<p>Department or Organization: Engineering</p>	<p>Contact Phone & E-mail: 307-872-3921</p>
<p>Exact Wording for Agenda: Renewal of BLM Right of Way Grant #WYW 77776 for portions of County Road 4-27(Aspen Mountain Road)</p>	<p>Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes</p>
<p>Will there be Handouts? (If yes, include with meeting request form) Yes</p>	<p>Will handouts require SIGNATURES: Board Approval and authorize Chairman to sign all necessary documents</p>
<p>Additional Information:</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.



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
High Desert District
Rock Springs Field Office
280 Highway 191 North
Rock Springs, Wyoming 82901-3447
www.blm.gov/wy

In Reply Refer to:
2800 (WYD04)
WYW77776

OCT 31 2014

CERTIFIED - 7013 0600 0000 5978 1148 - RETURN RECEIPT REQUESTED

John Radosevich
Sweetwater County
80 West Flaming Gorge Way
Green River, Wyoming 82935

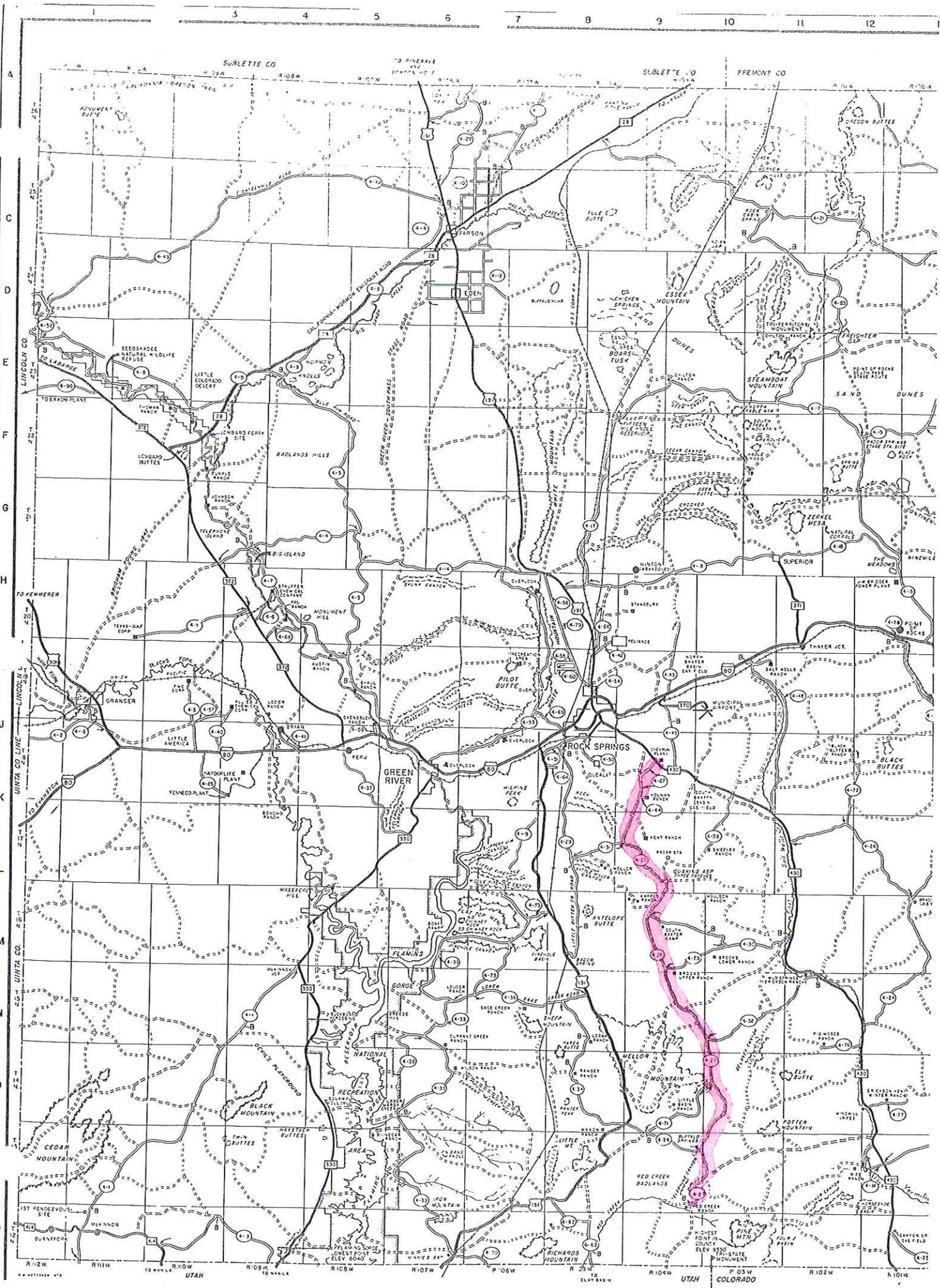
Dear Mr. Radosevich:

A review of our records has revealed that the following right-of-way (ROW) WYW77776 is due to expire in 2015. The ROW was issued for Aspen Mountain road (4-27). The ROW is due to expire on April 8, 2015. If Sweetwater County would like to renew the ROW grant, per 43CFR2807.22, Sweetwater County must apply for the renewal using the Standard Form (SF) 299. The completed SF299 must be submitted at least 120 calendar days prior to the grant expiration and must demonstrate that the ROW is in compliance with the terms and conditions of the grant. A SF299 has been attached to assist you in applying for the renewal. If there is no longer a need for the ROW, Sweetwater County may relinquish the ROW. If you would like to relinquish the ROW, a written notification requesting relinquishment is required. If you have any questions concerning this request, please call Steve Muscha at 307-352-0205.

Sincerely,

Patricia Hamilton
Lead Realty Specialist

Attachment



**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

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.

Application Number
Date filed
3. TELEPHONE (area code)
Applicant 307-872-3890
Authorized Agent

1. Name and address of applicant (include zip code) Sweetwater County 80 W. Flaming Gorge Way Green River, Wyoming 82935	2. Name, title, and address of authorized agent if different from Item 1 (include zip code) Sweetwater Board of County Commissioners
--	--

4. As applicant are you? (check one)

a. Individual
 b. Corporation*
 c. Partnership/Association*
 d. State Government/State Agency
 e. Local Government
 f. Federal Agency

* If checked, complete supplemental page

5. Specify what application is for: (check one)

a. New authorization
 b. Renewing existing authorization No.
 c. Amend existing authorization No.
 d. Assign existing authorization No.
 e. Existing use for which no authorization has been received*
 f. Other*

* If checked provide details under Item 7

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.)

Renew existing BLM right-of-way grant WYW-77776, which authorizes portions of County Road 4-27(Aspen Mountain Road).

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 ranches, oil and gas wells, 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 ranches, oil and gas wells, 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 ranches, oil and gas wells, 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)

(SF-299, page 2)

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.

**Sweetwater County
Board of County Commissioners
Public Meeting**

November 18, 2014

**Land Use
Agenda and Staff Report**

Prepared by:

**Sweetwater County Land Use
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
(307) 872-3914**

Board of County Commissioners

Public Hearing Agenda

November 18, 2014

**County Commissioner's Meeting Room
80 West Flaming Gorge Way
Green River, WY 82935**

Public Hearing

1. Church & Dwight
Variance to Allow Landfill in Mineral Development Zoning District and **Conditional Use Permit** to Operate Landfill in Commercial Zoning District
2. Barbara and David Holgate
Variance
Setback Requirements

Public Hearing # 1

Board of County Commissioners

November 18, 2014

Property Owner

Church & Dwight Co.
469 N. Harrison St.
Princeton, NJ
08543-3510

Other Parties

Legal Description

Tracts in Sections 30 &
31, T19N, R109W

Current Zoning

MD-1
Mineral Development 1

Legal Requirements

Adjacent Notices Sent:
October 10, 2014
Public Hearing Advertised:
October 10, 2014
Sign Posted:
October 10, 2014

Utilities & Districts

Water: Private
Sewer: Private
Others:

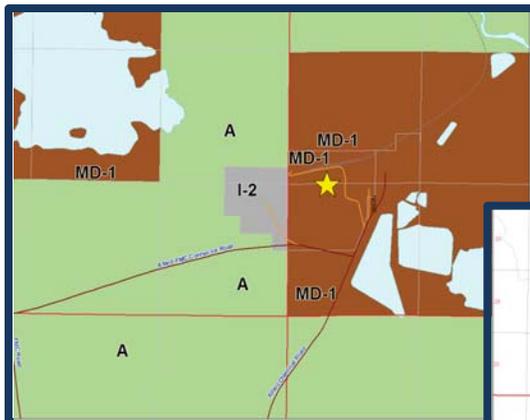
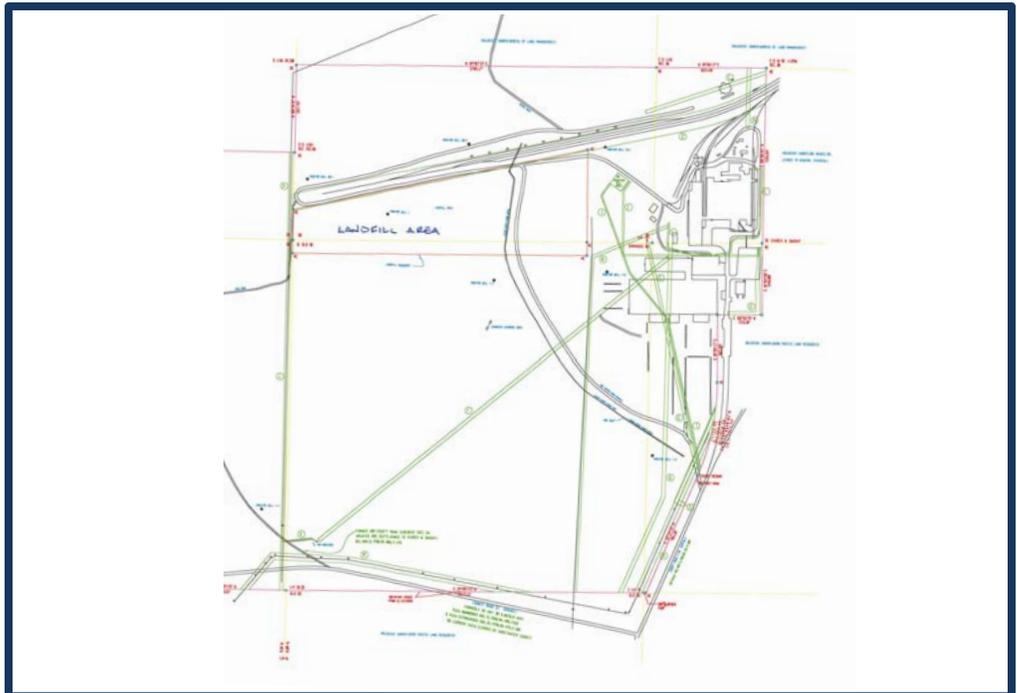
Land Use Presenter

Steve Horton
Planner III

Church & Dwight Co., Inc.

Variance and Conditional Use Permit

Landfill



Zoning Map

Vicinity Map



Public Hearing # 1

Church & Dwight Co., Inc.

Variance and Conditional Use Permit

Landfill

Summary of Application

Church & Dwight Company is requesting a Variance from Section 5.F. of the Sweetwater County Zoning Resolution. The owner and applicant are requesting this Variance because the proposed landfill not a permitted use in the MD1 Zone District. The applicant is also requesting Conditional Use Permit approval for the proposed landfill.

The application states the use will be conducted as follows: "The Variance is to operate industrial landfill on private property. Industrial waste depository for solid waste incidental to Church & Dwight Company, Inc, operation; no public use, no hazardous wastes or sludges accepted for deposition; no open burning." According to DEQ this landfill has been in use since 2000. County Land Use records indicate this landfill was issued a Conditional Use Permit in 2003. This permit was issued for an 8 year term, and expired in 2011. DEQ records indicate the most recent 8 year approval was granted in 2004, with extensions granted from their agency, and the approval is now expiring and must be renewed.

Public Comments:

There have been no public comments submitted as of the date of this report.

Agency Comments:

Wyoming DEQ: No comments

SWC Surveyor: Provide a site plan and a legal description for the landfill.

SWC Public Works Director: Insufficient information at this time. Need legal description where in Section 30 and 31, dimensions, and location of 28.5 acres, structures and proximity, drainage of parcels, septic and water locations, etc.

Staff Comments, Recommendations and Conditions:

Staff position is that this landfill has been in use since 2003 and there have been no complaints. DEQ requires renewal every 8 years and this landfill request has been submitted to DEQ. Staff recommends approval of this request subject to approval by DEQ. On November 12, 2014, the Planning and Zoning Commission voted 5-0 to recommend approval of the Variance and Conditional Use Permit for the proposed landfill subject to the condition that DEQ approves the landfill permit.

Public Hearing # 1

Church & Dwight Co., Inc.

Variance and Conditional Use Permit

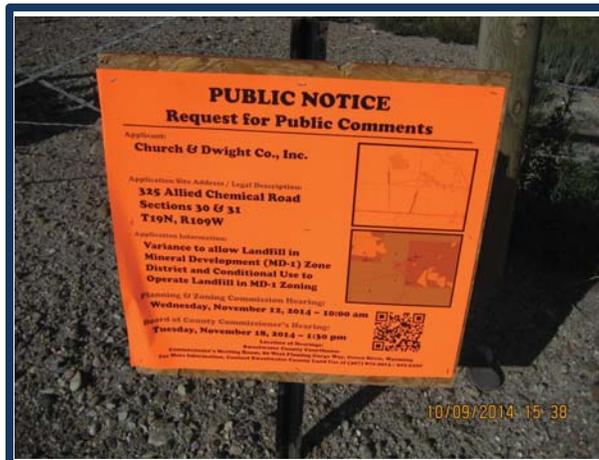
Landfill



Looking North



Looking South



Looking East

Looking West



RECOMMENDATION 14-11-ZO-01

CHURCH & DWIGHT CO., INC. VARIANCE AND CONDITIONAL USE PERMIT LANDFILL

WHEREAS, Church & Dwight Co., Inc. has requested a Variance from Section 5 of the 2014 Zoning Resolution to allow a Landfill as a Conditional Use in the Mineral Development-1 Zone District and a Conditional Use Permit to allow the operation of a Landfill in accordance with Section 7 of the 2014 Zoning Resolution. Church & Dwight Co., Inc. is proposing to operate their landfill on approximately 28.5 acres of land owned by **Church & Dwight Co., Inc.** and described as being:

Parts or Tracts of Land Located in the South Half of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 30 and the West Half of the Northeast Quarter and the Northwest Quarter of Section 31, Township 19 North, Range 109 West of the 6th Principal Meridian, Sweetwater County, Wyoming and commonly known as 325 Allied Chemical Road.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the 2014 Zoning Resolution on November 12, 2014 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 5-0 to recommend approval of the requests;

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends APPROVAL of the following:

1. A Variance to allow a Landfill to be operated as a Conditional Use in a Mineral Development-1 Zone District.
2. A Conditional Use Permit to allow a Landfill to be operated in accordance with Section 7 of the 2014 Zoning Resolution.
3. The Conditional Use Permit for the Landfill is approved provided all Wyoming Department of Environmental Quality requirements are met.

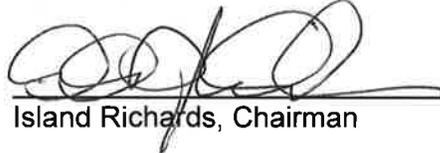
Dated this 12th day of November, 2014.

Attest:



Steven Dale Davis, County Clerk

Sweetwater County
Planning and Zoning Commission



Island Richards, Chairman

RESOLUTION 14-11-ZO-01

CHURCH & DWIGHT CO., INC. VARIANCE AND CONDITIONAL USE PERMIT LANDFILL

WHEREAS, Church & Dwight Co., Inc. has requested a Variance from Section 5 of the 2014 Zoning Resolution to allow a Landfill as a Conditional Use in the Mineral Development-1 Zone District and a Conditional Use Permit to allow the operation of a Landfill in accordance with Section 7 of the 2014 Zoning Resolution. Church & Dwight Co., Inc. is proposing to operate their landfill on approximately 28.5 acres of land owned by **Church & Dwight Co., Inc.** and described as being:

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WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on November 18, 2014 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners APPROVES the following:

1. A Variance to allow a Landfill to be operated as a Conditional Use in a Mineral Development-1 Zone District.
2. A Conditional Use Permit to allow a Landfill to be operated in accordance with Section 7 of the 2014 Zoning Resolution.
3. The Conditional Use Permit for the Landfill is approved provided all Wyoming Department of Environmental Quality requirements are met.

Dated this 18th day of November, 2014.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

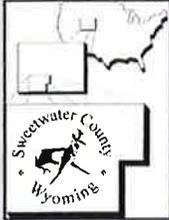
John K. Kolb, Member

Attest:

Don Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member



Amendment, Variance or Appeal

Sweetwater County Land Use
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
p: (307) 872-3914 / 922-5430 f: 872-3991
landuse@sweet.wy.us

Date of Submittal: 09.25.14
Permit Number: PZ 14.028
Present Zoning: MD-1
PID: 04- 1909-30-3-00-012-00

Date of Hearings: PZ _____ BCC _____ Resolution: _____
 Approved
 Approved with Conditions: _____
 Denied/Reason: _____
Date of Action: _____ Land Use Official Signature: _____

- Application Fee:**
- \$50.00 for **Residential Construction and Hardship Exceptions**
 - \$250.00 for **Residential Applications Requiring a Public Hearing**
 - \$1,500.00 for **Non-Residential Construction of Permitted Use Structures**
 - \$500.00 for **Non-Residential Construction of Accessory Use Structures & Applications Requiring a Public Hearing**

Lot and parcel development standards are found in Section 4 of the 2014 Zoning Resolution. Please make sure that your development and lot or parcel meets these required improvements.

Sweetwater County has adopted and will inspect for the International Fire Code. Sweetwater County has not adopted and does not enforce the International Residential Code or the International Building Code. It is the applicant's or landowner's responsibility to ensure that construction standards are met and buildings and structures are inspected.

Please fill the application out completely; incomplete applications will be returned. Attach all required supporting documentation and additional information which may be required for approval of your application. Regulations may be found in the Sweetwater County Zoning Resolution.

RECEIVED
SEP 25 2014
SWC LAND USE

GENERAL INFORMATION

Property Owner of Record Contact Information

Name: Church & Dwight Co., Inc.
Company: Church & Dwight Co., Inc.
Address: 469 N Harrison Street
Princeton, NJ 08540-5297
Phone: 609-683-5900
Email: _____

Applicant/Business Owner Contact Information

Name: Stanley Rose
Company: Church & Dwight Co., Inc
Address: 325 Alchem Road
Green River, WY 82935
Phone: 307-872-8148
Email: stan.rose@churchdwight.com

PROPERTY INFORMATION

County Assigned Address: 325 Alchem Road Green River, WY 82935 Lot Size: 28.5 (acres)
Project Location: Quarter(s): n/a Section: 30 & 31 Township: T19N Range: R109W
Subdivision Name: n/a Lot: n/a Block: n/a
Overlay District: Highway Scenic Slope



Conditional & Temporary Uses

Sweetwater County Land Use
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
p: (307) 872-3914 / 922-5430 f: 872-3991
landuse@sweet.wy.us

Date of Submittal: 09.25.14
Permit Number: PZ 14-028
Present Zoning: MD1
PID: 04- 1909 - 30 - 3 - 00 - 012 - 00

Date of Hearings: PZ _____ BCC _____ Resolution: _____
 Approved
 Approved with Conditions: _____
 Denied/Reason: _____
Date of Action: _____ Land Use Official Signature: _____

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RECEIVED

SEP 25 2014

SWC LAND USE

GENERAL INFORMATION

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Name: Church & Dwight Co., Inc.
Company: Church & Dwight Co., Inc.
Address: 469 N. Harrison Street
Princeton, NJ 08540-5297
Phone: 609-683-5900
Email: _____

Applicant/Business Owner Contact Information

Name: Stanley Rose
Company: Church & Dwight Co., Inc.
Address: 325 Alchem Road
Green River, WY 82935
Phone: 307-872-8148
Email: stan.rose@churchdwight.com

PROPERTY INFORMATION

County Assigned Address: 325 Alchem Road Green River, WY 82935 Lot Size: 28.5 (acres)

Project Location: Quarter(s): n/a Section: 30+31 Township: T19N Range: R109W

Subdivision Name: n/a Lot: n/a Block: n/a

Overlay District: Highway Scenic Slope

Name of Business: Church & Dwight Co., Inc.

Days/Hours of Operation: M-F 24hrs/day Duration of Use: lifetime

Contact Information for Any Other Agency Under Which Your Use is Also Regulated:

Agency: DEQ-Solid & Hazardous Waste Division Agency: _____

Contact: Bob Doctor Contact: _____

Address: Casper, WY Address: _____

Phone: 307-473-3468 Phone: _____

Email: bob.doctor@wyo.gov Email: _____

CONDITIONAL USES – See Section 7 of the 2014 Zoning Resolution & Attach Any Special Requirements

- | | | |
|--|--|--|
| <input type="checkbox"/> Accessory Structures Over Size Allowed in Zoning District | <input type="checkbox"/> Fireworks | <input type="checkbox"/> Junkyard |
| <input type="checkbox"/> Automobile Graveyard | <input type="checkbox"/> Guest House | <input type="checkbox"/> Kennel & Pet Boarding |
| <input type="checkbox"/> Bed & Breakfast Home | <input type="checkbox"/> Hardship Exception | <input type="checkbox"/> Off-Premise Signs/Billboards |
| <input type="checkbox"/> Crematorium | <input type="checkbox"/> Hazardous Materials-Fuels | <input type="checkbox"/> Public Utility Office, Shop, Facility |
| <input type="checkbox"/> Evaporation Ponds, Commercial | <input type="checkbox"/> Hazardous Materials-Explosives | <input type="checkbox"/> Work Camp |
| | <input type="checkbox"/> Hazardous Materials-Radioactive | |

TEMPORARY USES – See Section 8 of the 2014 Zoning Resolution & Attach Any Special Requirements

- | | | |
|---|---|--|
| <input type="checkbox"/> Construction Office | <input type="checkbox"/> Seasonal Sales Lot | <input type="checkbox"/> Temporary Fireworks Sales |
| <input type="checkbox"/> Construction Yards, Off-Site | <input type="checkbox"/> Temporary Dwelling | <input type="checkbox"/> Temporary Work Camps |

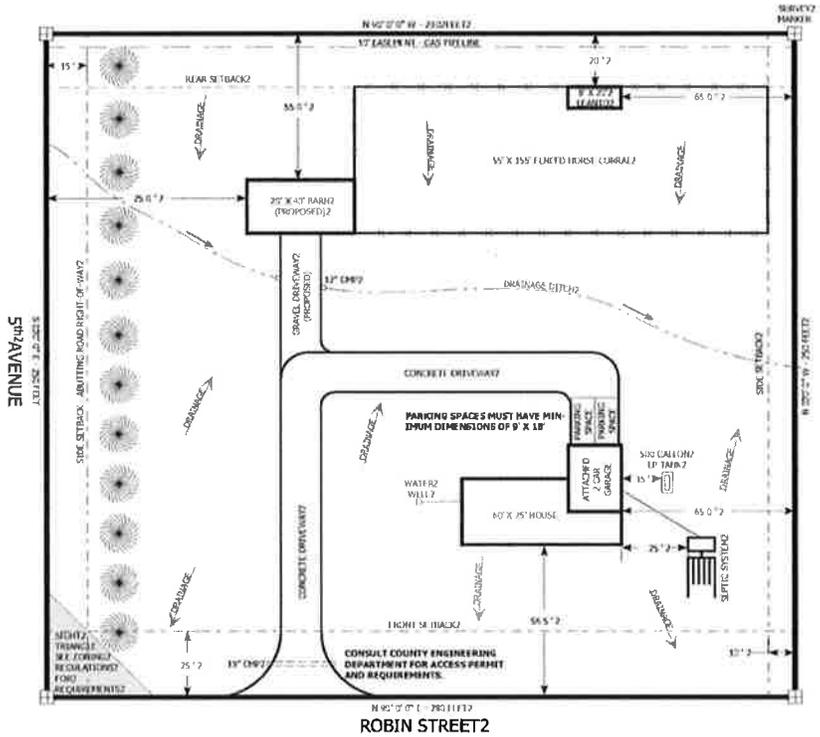
Removal and Site Restoration:

Intended conditional use: Industrial waste depository for solid waste incidental to Church & Dwight Co., Inc. operation; no public use; no hazardous wastes or sludges accepted for deposition; no open burning.

PERMIT SUBMITTAL REQUIREMENTS

The following information and supporting documentation must be included with this application:

1. **Site Plan:** A site plan, legibly drawn to scale and based on legally established lot corners that are permanently marked and identified, showing the following information:
 - a. Address of the property
 - b. Legal description
 - c. Location and dimensions of the land area in question
 - d. Size, shape, dimensions and location of existing or proposed structures
 - e. Location of fire hydrants
 - f. Access including dimensions, distance from property corners and size of culvert
 - g. General drainage of lot or parcel
 - h. Parking and loading areas as required
 - i. Commercial signage, if applicable
 - j. Septic and well locations
 - k. Fuels being used or stored on the property
 - l. Utilities
 - m. Easements
 - n. Outdoor storage areas
 - o. Residential floor plan including rooms labeled and dimensioned, size of egress windows and doors, location of required smoke alarms and carbon monoxide detectors, type of door hardware, hallway widths, width of stairs and garage or building separation material
 - p. Commercial floor plan including rooms labeled and dimensioned, size of egress windows and doors, location of smoke alarms, type of door hardware, hallway widths, width of stairs and garage or building separation material, location and type of exit signs, details of emergency lighting plan and location of fire extinguishers

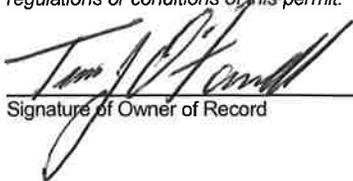


2. Water and/or Sewer Supply:

- a. Private Wyoming State Well Permit Number or Name of Water District: _____
- b. Private Septic System Permit Number or Name of Sewer District: _____

SIGNATURE REQUIRED

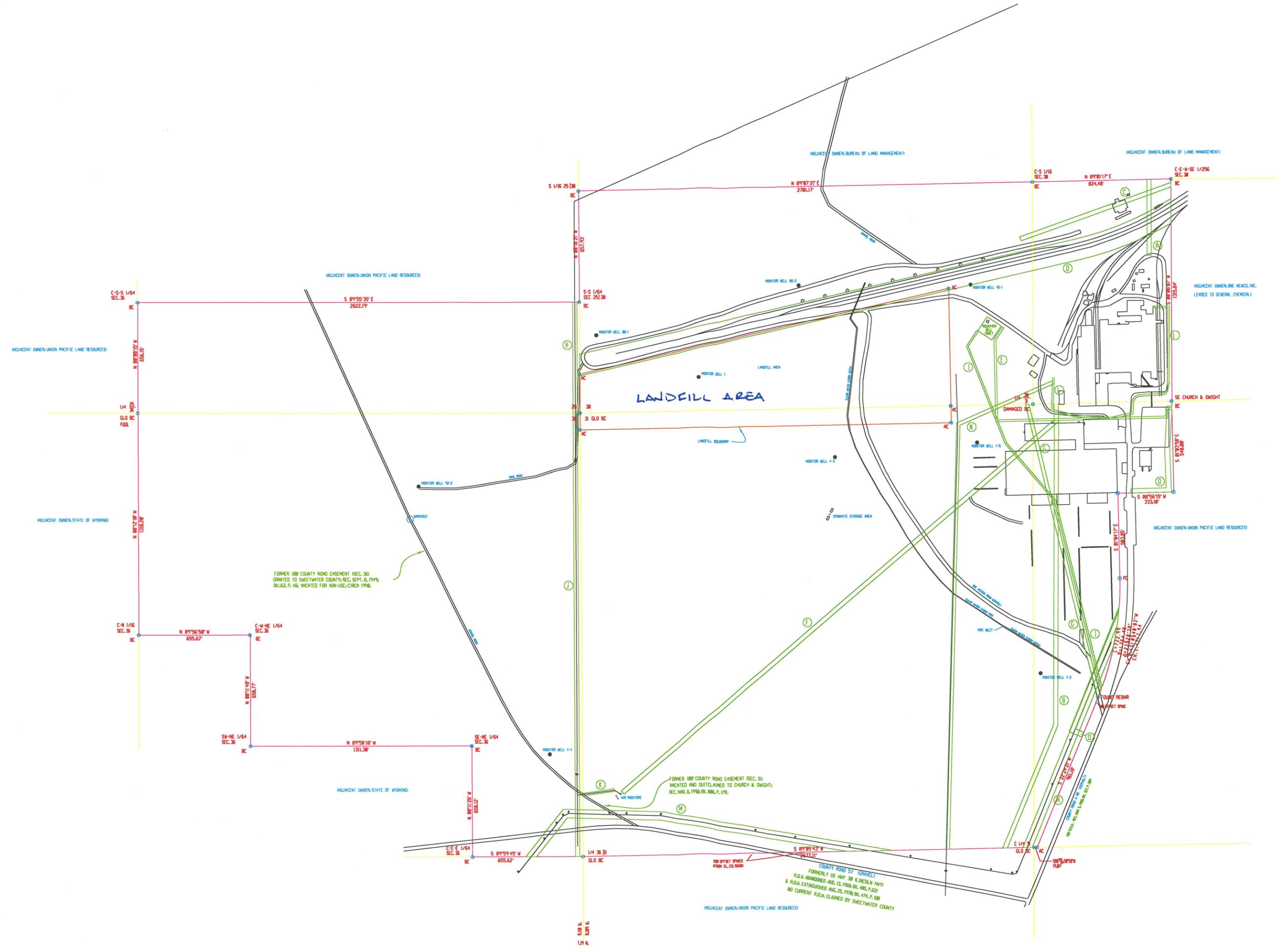
I acknowledge that I have read and understand this application and the pertinent regulations. I further agree if the permit is approved, I will comply with all regulations and conditions of approval. I grant Sweetwater County the right of ingress/egress as reasonably necessary to determine compliance with County regulations or conditions of this permit. I certify that the information provided with this application is true and correct.


 Signature of Owner of Record

9/22/2014
 Date

 Signature of Applicant/Agent

 Date



LANDFILL AREA

FORMER 188' COUNTY ROAD EASEMENT (SEC. 36)
GRANTED TO SWEETWATER COUNTY; REC. SEPT. 6, 1949;
BC 162, P. 46; VACATED FOR NON-USE; CINCA 1996.

FORMER 188' COUNTY ROAD EASEMENT (SEC. 31)
VACATED AND OUTCLAIMED TO CHURCH & DWIGHT;
REC. MAR. 1, 1998; BC 886, P. 1191.

COUNTY ROAD 57 (GRAVEL)
FORMERLY US HWY 38 & LINCOLN HWY
R.O.M. ABANDONED AUG. 12, 1968; BC 405, P. 521
& R.O.M. EXTINGUISHED AUG. 25, 1976; BC 474, P. 688
NO CURRENT R.O.M. CLAIMED BY SWEETWATER COUNTY

ADJACENT OWNER: UNION PACIFIC LAND RESOURCES

SEE 87181 SPINES FROM CL. 10108

Public Hearing # 2

Board of County Commissioners

November 18, 2014

Property Owner

Barbara Holgate
320 Locust
Rock Springs, WY
82901

Barbara and David Holgate Variance Setback Requirements

Other Parties

Legal Description

Clearview Acres
3rd Section
Block 6, Lot 3

Current Zoning

MH
Manufactured Home

Legal Requirements

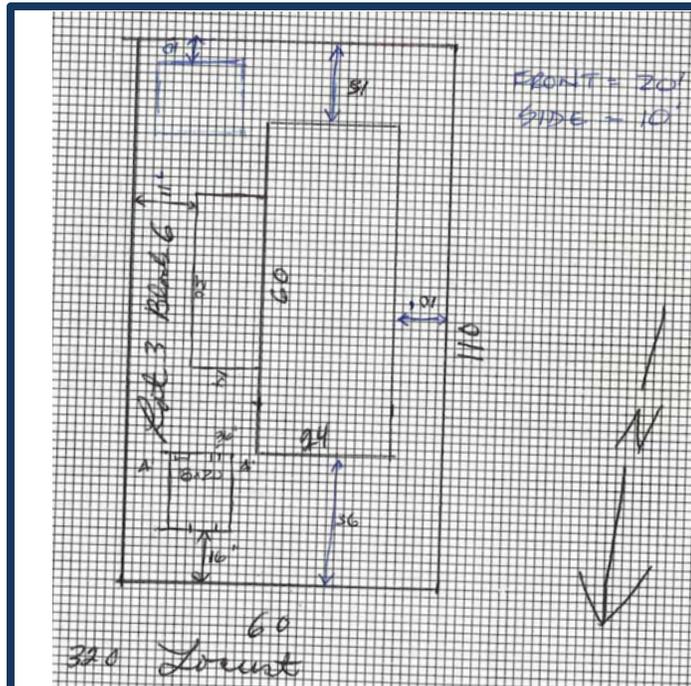
Adjacent Notices Sent:
October 10, 2014
Public Hearing Advertised:
October 11, 2014
Sign Posted:
October 27, 2014

Utilities & Districts

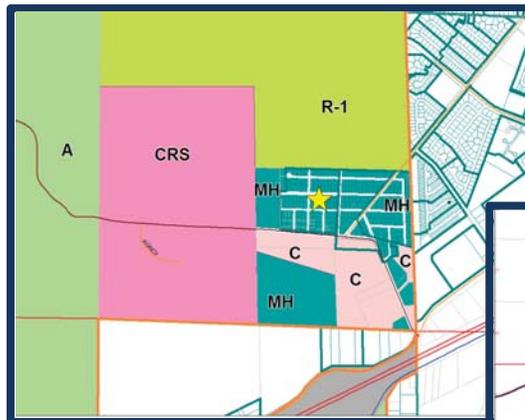
Water: Clearview
Sewer: Clearview
Others:

Land Use Presenter

Steve Horton
Planner III



Since Application submittal, the Holgates would like to construct a 18'x24' detached residential garage. This would create the following setbacks:
12' front setback (20')
4' side setback (10')
4' between buildings (5')



Zoning Map

Vicinity Map



Public Hearing #2

Barbara and David Holgate

Variance

Setback Requirements

Summary of Application

Barbara and David Holgate are requesting a Variance from Section 5.F. of the Sweetwater County Zoning Resolution. The owner and applicant are requesting to construct an 18'x24' detached residential garage for their property at 320 Locust in Clearview Acres. The garage is proposed to be constructed to the front of the lot. The existing manufactured home on the property is 24'x60'. This would create setbacks as follows: 12' front setback (20' required), 4' side setback (10' required), 4' between buildings (5' required). The standard lot size in Clearview Acres is 110'x60', which does create difficulty with constructing a detached garage.

Public Comments:

There have been no public comments submitted as of the date of this report.

Agency Comments:

SWC Code Enforcement: The proposed detached garage needs to be built with 1-hour rated construction wherever it encroaches within 5 foot of existing buildings.

SWC Surveyor: There are no boundary survey issues.

SWC Public Works Director: No objection

Questar: The service line is on the opposite side of lot from the proposed garage. OK

Staff Comments, Recommendations and Conditions:

Staff position is that the Section 4.F. conditions for a Variance have been met and recommend approval of this request with the following condition:

1) The proposed detached garage needs to be built with 1-hour rated construction wherever it encroaches within 5 foot of existing buildings

On November 12, 2014, the Planning and Zoning Commission voted 5-0 to recommend approval of the Variance for Setback Requirements for Barbara and David Holgate with the condition that the proposed detached garage be built with 1-hour rated construction wherever it encroaches within 5 foot of existing buildings.

Public Hearing #2

Barbara and David Holgate

Variance

Setback Requirements



10/24/2014 14:55

Looking North



10/24/2014 14:54

Looking South



10/24/2014 14:54

Looking East

Looking West



10/24/2014 14:55



10/24/2014 14:54

RECOMMENDATION 14-11-ZO-02

DAVID AND BARBARA HOLGATE VARIANCE FROM SETBACK REQUIREMENTS

WHEREAS, David and Barbara Holgate are requesting a Variance from Section 5 of the 2014 Zoning Resolution to allow an 8 foot encroachment in the front setback, a 6 foot encroachment in the side setback and a 1 foot encroachment between buildings in order to construct a detached garage. David and Barbara Holgate are proposing to construct their garage on approximately 0.15 acres of land owned by **Barbara Holgate** and described as:

Clearview Acres Subdivision, 3rd Section, Block 6, Lot 3, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the 2014 Zoning Resolution on November 12, 2014 to consider the applicant's request; and,

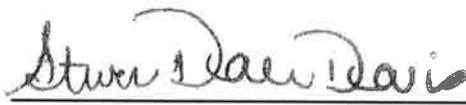
WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 5-0 to recommend approval of the requests;

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends APPROVAL of the Variance from the following Setback Requirements of the 2014 Zoning Resolution with the following conditions:

1. Front setback encroachment of 8 feet (20 foot requirement/12 foot actual).
2. East side setback encroachment of 6 feet (10 foot requirement/4 foot actual).
3. 4 foot spacing between buildings (5 foot requirement).
4. The proposed detached garage must be built with one hour rated construction wherever it encroaches within five feet of existing buildings.

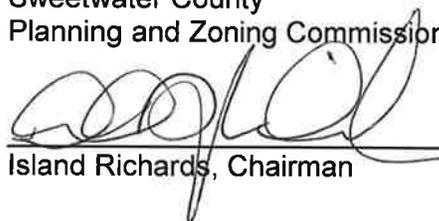
Dated this 12th day of November, 2014.

Attest:



Steven Dale Davis, County Clerk

Sweetwater County
Planning and Zoning Commission



Island Richards, Chairman

RESOLUTION 14-11-ZO-02

DAVID AND BARBARA HOLGATE VARIANCE FROM SETBACK REQUIREMENTS

WHEREAS, David and Barbara Holgate are requesting a Variance from Section 5 of the 2014 Zoning Resolution to allow an 8 foot encroachment in the front setback, a 6 foot encroachment in the side setback and a 1 foot encroachment between buildings in order to construct a detached garage. David and Barbara Holgate are proposing to construct their garage on approximately 0.15 acres of land owned by **Barbara Holgate** and described as:

Clearview Acres Subdivision, 3rd Section, Block 6, Lot 3, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on November 18, 2014 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners APPROVES the Variance from the following Setback Requirements of the 2014 Zoning Resolution:

1. Front setback encroachment of 8 feet (20 foot requirement/12 foot actual).
2. East side setback encroachment of 6 feet (10 foot requirement/4 foot actual).
3. 4 foot spacing between buildings (5 foot requirement).
4. The proposed detached garage must be built with one hour rated construction wherever it encroaches within five feet of existing buildings.

Dated this 18th day of November, 2014.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

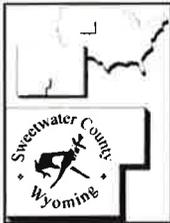
John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member



Amendment, Variance or Appeal

Sweetwater County Land Use
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
p: (307) 872-3914 / 922-5430 f: 872-3991
landuse@sweet.wy.us

Date of Submittal: 10.10.14
Permit Number: P214.032
Present Zoning: MH
PID: 04-L905 - 32 - 4 11 - 015 - 00

Date of Hearings: PZ _____ BCC _____ Resolution: _____

Approved

Approved with Conditions: _____

Denied/Reason: _____

Date of Action: _____ Land Use Official Signature: _____

- Application Fee:**
- \$50.00 for **Residential Construction and Hardship Exceptions**
 - \$250.00 for **Residential Applications Requiring a Public Hearing**
 - \$1,500.00 for **Non-Residential Construction of Permitted Use Structures**
 - \$500.00 for **Non-Residential Construction of Accessory Use Structures & Applications Requiring a Public Hearing**

Lot and parcel development standards are found in Section 4 of the 2014 Zoning Resolution. Please make sure that your development and lot or parcel meets these required improvements.

Sweetwater County has adopted and will inspect for the International Fire Code. Sweetwater County has not adopted and does not enforce the International Residential Code or the International Building Code. It is the applicant's or landowner's responsibility to ensure that construction standards are met and buildings and structures are inspected.

Please fill the application out completely; incomplete applications will be returned. Attach all required supporting documentation and additional information which may be required for approval of your application. Regulations may be found in the Sweetwater County Zoning Resolution.

GENERAL INFORMATION

Property Owner of Record Contact Information

Name: Barbara Holgate
Company: _____
Address: 320 Locust
Phone: 307-382-8052
Email: holgate.barbara@gmail.com

Applicant/Business Owner Contact Information

Name: _____
Company: _____
Address: _____
Phone: _____
Email: _____

PROPERTY INFORMATION

County Assigned Address: _____ Lot Size: _____ (acres)

Project Location: Quarter(s): _____ Section: _____ Township: _____ Range: _____

Subdivision Name: _____ Lot: _____ Block: _____

Overlay District: Highway Scenic Slope

AMENDMENTS – See Section 20 of the 2014 Zoning Resolution & Attach Any Special Requirements

Language

Section Proposed to be Amended: _____

Proposed Text:

Reason for Proposed Amendment:

Zoning

Existing Zoning: _____ Proposed Zoning: _____

Reason for Proposed Amendment:

VARIANCE – See Section 4 of the 2014 Zoning Resolution & Attach Any Special Requirements

Cite Regulation Subject to Proposed Variance: _____

Explain Need for Proposed Variance:

16' FRONT LINE (20')
4' WEST SIDE SETBACK (10')
4' BETWEEN BUILDINGS (5')

APPEAL – See Section 4 of the 2014 Zoning Resolution & Attach Any Special Requirements

Cite Action Subject to Proposed Appeal: _____

Explain Need for Appeal:

SIGNATURE REQUIRED

I acknowledge that I have read and understand this application and the pertinent regulations. I further agree if the permit is approved, I will comply with all regulations and conditions of approval. I grant Sweetwater County the right of ingress/egress as reasonably necessary to determine compliance with County regulations or conditions of this permit. I certify that the information provided with this application is true and correct.

Balanced Halgrato
Signature of Owner of Record

Date

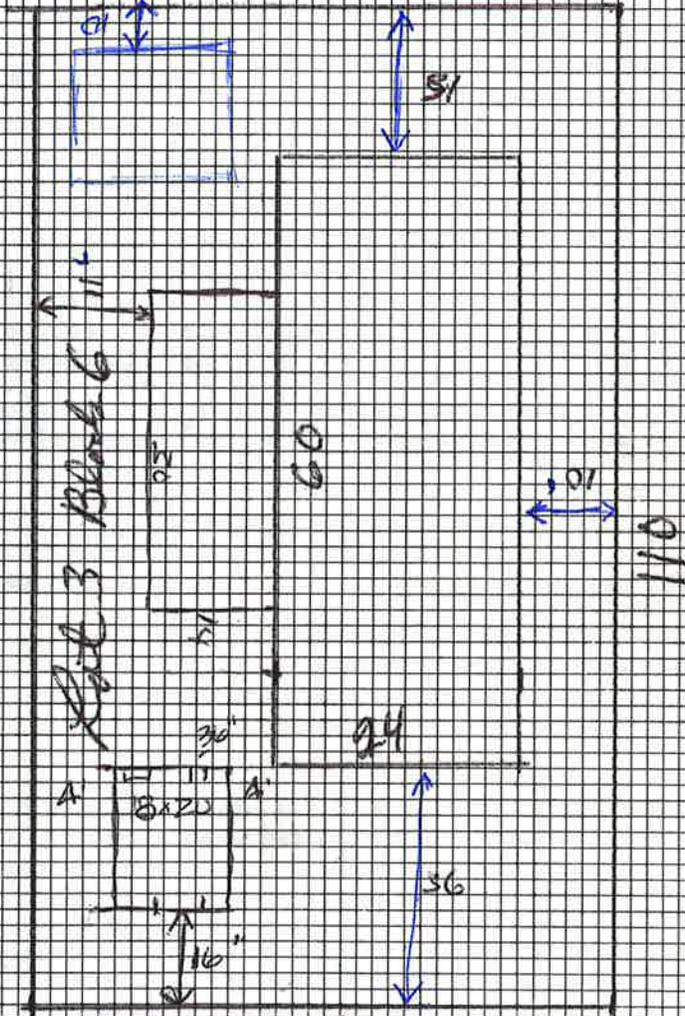
Signature of Applicant/Agent

Date

7. SITE PLAN (Sketch proposed development in space provided or attach site plan. On sketch or plan show directions, scale, structures, property lines, roads, dimensions and other information pertinent to the permit sought.)

Setbacks in Feet

Front	Side	Side	Rear
31	E23	12	24



FRONT = 20'
SIDE = 10'

320 60
Lorent

Date

* Karin Robbins
APPLICANT'S SIGNATURE

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: November 18, 2014	Name & Title of Presenter: Eric Bingham Land Use Director
Department or Organization: Land Use Department	Contact Phone & E-mail: 307-872-3916 binghame@sweet.wy.us
Exact Wording for Agenda: Request to Proceed with Plat Vacation of Part of Covered Wagon Subdivision	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 1:30 pm / 10 Minutes Please place after P&Z hearings
Will there be Handouts? (If yes, include with meeting request form) Yes - Included with Request	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.

REV, Inc.
P. O. Box 2364
Rock Springs, WY 82902

September 29, 2014

Board of County Commissioners
Sweetwater County, Wyoming
80 West Flaming Gorge Way
Green River, Wyoming 82935

Please accept this letter as my request to vacate a portion of Covered Wagon Park Subdivision located in Section 7, Township 18 North, Range 107 West (Legal description attached).

It is my opinion that the present subdivision is not possible to develop based upon no public water and sewer available to the site!

Thank you in advance for your consideration of this request!

Sincerely,



Larry A. Fusselman, President
REV, Inc.

CC: Eric Bingham, AICP
Land Use Director