

**NOTICE- THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS
WILL MEET IN REGULAR SESSION ON TUESDAY, August 5, 2014 AT 8:30 A.M.
IN THE COMMISSIONERS MEETING ROOM
TENTATIVE AND SUBJECT TO CHANGE**

PLEASE ARRIVE 15 MINUTES EARLIER THAN YOUR SCHEDULED TIME

8:30 CALL TO ORDER
QUORUM PRESENT
PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA
APPROVAL OF MINUTES: 7-15-14

ACCEPTANCE OF BILLS

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

COMMISSIONER COMMENTS/REPORTS

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

COUNTY RESIDENT CONCERNS

9:30

ACTION/PRESENTATION ITEMS

9:40 Advising Commissioners of any Written Protests for the
Proposed High Desert Rural Healthcare District

9:45 Publication of Names, Positions and Gross Salaries

9:50 Approval of the Human Service Contracts and UW
Agreements

9:55 Solid Waste Disposal District (Eden Valley) Board
Appointment

10:00 Approval of the Mill Levy

- 10:05** Approval of the FY 2015 Services to Victims of Crime Grant Documents
- 10:10** Approval of the Countywide Consensus Block Grant Joint Resolution for the Cities of Rock Springs, and Green River, and for the Towns of Wamsutter and Bairoil
- 10:15** Approval of the Fiscal Year 2014 Emergency Management Performance Grant Agreement
- 10:20** Approval to Ratify the BFY 2016 Community Juvenile Services Board Grant Contract
- 10:25** Approval of the FY 2015 TANF Grant Award Letter
- 10:30** Approval of Amendment One to the FY 2014 CSBG Grant Contract and Subgrantee Contracts
- 10:40** Acceptance of the MOA with the City of Rock Springs for the DSP Program
- 10:55** Acquire Aircraft Rescue Equipment & Fire Fighting Vehicle- Grant Agreement
- 11:05** Judicial Plan Presentation

OTHER

LUNCH

PLANNING & ZONING PUBLIC HEARING @ 1:30

- 1- Language Amendments
Sweetwater County Zoning Resolution
Certification of 2014 Zoning Resolution

ACTION/PRESENTATION ITEMS CONTINUED

- 1:45** Approval of Delta Dental Administrative Services Contract
- 1:50** Request to Restaff Vacant Position in the Detention Center
- 1:55** Request to Restaff Vacant Position in the Fire

Department

- 2:00** Approval of FY 2015 CMAQ Application
- 2:05** Award of Texas Gulf/Little America County Road Project
- 2:10** Award of Crook's Gap (4-23) County Road Project

EXECUTIVE SESSION AS NEEDED

Legal/Personnel (as needed)

ADJOURN

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

July 15, 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

Chairman Johnson amended the agenda to reflect “the approval of *a malt beverage license* rather than a liquor license for the Eden Saloon”. *Commissioner West moved to approve the agenda with that change. Commissioner Van Matre seconded the motion.* The motion carried.

Approval of Minutes: 3-18-14

Commissioner Kolb moved to approve the minutes. Commissioner West seconded the motion. The motion carried.

Acceptance of Bills

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

Commissioner West moved to approve the acceptance of the bills which include the county voucher/warrants, monthly reports and abates/rebates. Commissioner Kolb seconded the motion. The motion carried.

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
60835-60877,60885 & ADVICES	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,272,401.17
60878	CENTURYLINK	PHONES	714.96
60879	PITNEY BOWES INC	RENTAL	189.50
60880	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	6,382.09
60881	ROCKY MTN POWER	UTILITIES	11,798.19
60882	SWEETWATER CABLE TV	TV	106.55
60883	WALMART COMMUNITY/GECRB-SHERIFF	COMMISSARY/OFFICE SUPPLIES	776.36
60884	WELLS FARGO	SIRIUS XM	3,472.88
60886	BRIDGER VALLEY ELECTRIC ASSN	UTILITIES	22.00
60887	CITY OF GREEN RIVER	UTILITIES	2,048.60
60888	QUESTAR GAS	UTILITIES	577.47
60889	ROCKY MTN POWER	UTILITIES	7,734.51
60890	SWEETWATER CABLE TV	INTERNET	8.50
60891	VERIZON WIRELESS	CELL PHONES	228.07
60892	WEST SIDE WATER & SEWER DISTRICT	UTILITIES	2,199.50
60893	WYOMING RETIREMENT SYSTEM	RETIREMENT	184,637.70
60894	WYOMING WASTE SERVICES - ROCK	UTILITIES	1,399.26
60895	ACE HARDWARE	PARTS	307.96
60896	ADVANCED MEDICAL IMAGING LLC	INMATE MEDICAL	676.00
60897	AED AUTHORITY	LIFEPAK	235.00
60898	AIRGAS USA LLC	RENT	22.39
60899	ALLEN, CHERYL	MILEAGE	147.84
60900	ALPINE PURE BOTTLED WATER	WATER/RENTAL	19.00
60901	BABSON & ASSOC PRIMARY CARE P.C.	PRE-EMPLOYMENT	250.00
60902	BAILEY, KAREN	MEAL	44.70
60903	BARTON PC, M.L.	CONFERENCE	35.00
60904	BASIC ENERGY SERVICES	SERVICE	2,480.10
60905	BENNETT PAINT & GLASS	MAINTENANCE	23.51
60906	BLOEDORN LUMBER	MAINTENANCE	90.81
60907	CARRIER CORPORATION	MAINTENANCE	652.17
60908	CASTILLON D.D.S., A. BRYCE	INMATE MEDICAL	1,899.00
60909	CLIMB WYOMING	GRANT EXPENSES	121.57
60910	COMMUNICATION TECHNOLOGIES INC	EQUIPMENT	1,704.50
60911	MYSTIC SALES, INC	CARPET CLEANING	200.00
60912	COPIER & SUPPLY CO INC	CONTRACT	322.34
60913	COUNTY CLERKS' ASSN OF WY	DUES	100.00
60914	DAVIS, SHARON R	MILEAGE	16.80
60915	DELTA DENTAL	CLAIMS	35,146.00
60916	DIGITAL-ALLY INC	REPAIR	1,580.00
60917	DIVERSIFIED INS BEN SERV LLC	SELERIX FEES	2,085.50
60918	DIVERSIFIED INS BEN SERV LLC	CONSULTATION FEES	12,000.00
60919	DOMINOS PIZZA LLC	JUROR MEALS	85.81
60920	ELECTION SYSTEMS & SOFTWARE INC	SUPPLIES	720.00
60921	ESQUIBEL, SYLVIA	TRAVEL/MEALS	93.63
60922	F B MCFADDEN WHOLESAL CO	INMATE FOOD	4,621.94
60923	FIRST CHOICE FORD	MAINTENANCE	39.53
60924	FREMONT MOTOR ROCK SPRINGS INC	MAINTENANCE	408.20

60925	G & K SERVICES	CLEANING SERVICES	278.90
60926	GREEN RIVER STAR	AD	230.63
60927	HAMM-HILLS, LAURA J	TRANSCRIPTION FEE	760.50
60928	HARTON P C, STEVE	ATTORNEY FEES	1,360.00
60929	HASKELL, LARRY R.	MEAL	14.15
60930	HCC LIFE INSURANCE COMPANY	STOP LOSS FEES	26,723.52
60931	HIGH SECURITY LOCK & ALARM	KEYS	20.00
60932	HILTON GARDEN INN - LARAMIE	LODGING	198.00
60933	HOMAX OIL SALES INC	SUPPLY	1,664.35
60934	HOSE & RUBBER SUPPLY	SUPPLIES	26.38
60935	INBERG-MILLER ENGINEERS	SPEED STUDIES	4,820.21
60936	INDUSTRIAL HOIST AND CRANE	INSPECTION	652.38
60937	INTERMOUNTAIN EQUIPMENT SALES COMPANY	EQUIPMENT	67.00
60938	JACK'S TRUCK & EQUIPMENT	REPAIR	333.22
60939	JENNY SERVICE CO	INMATE FOOD	2,010.06
60940	JFC ENGINEERS & SURVEYORS	IMPROVEMENTS	1,688.00
60941	JOHNSON, WALLY J	MILEAGE	228.48
60942	LAWSON PRODUCTS INC	SUPPLIES	55.52
60943	LEVITT, LARRY	FAIR	240.00
60944	LOCAL GOVERNMENT LIABILITY POOL	LIABILITY INSURANCE	174,384.00
60945	LOVELESS, JANET	TRANSCRIPTION FEE	1,446.25
60946	MATTHEW BENDER & CO INC	SUBSCRIPTION	532.48
60947	MCKEE FOODS CORPORATION	INMATE FOOD	296.32
60948	MEADOW GOLD DAIRIES SLC	INMATE FOOD	1,560.04
60949	MED-TECH RESOURCE INC	SUPPLIES	72.34
60950	MEMORIAL HOSPITAL OF SWEETWATER CO	INMATE MEDICAL	150.00
60951	MID-WEST EXTRADITION AGENCY LLC	EXTRADITION	898.36
60952	MOUNTAIN BAY SCUBA 06	EQUIPMENT	160.00
60953	MOUNTAIN STATES EMPLOYERS COUNCIL INC	INVESTIGATIONS	14,662.50
60954	NICHOLAS & COMPANY	INMATE FOOD	1,722.97
60955	NORTH AMERICAN RESCUE LLC	SUPPLIES	980.11
60956	PLAN ONE/ARCHITECTS	CONSTRUCTION	5,776.22
60957	PROFESSIONAL SYSTEMS TECHNOLOGY INC	REPAIR	127.50
60958	R & D SWEEPING & ASPHALT	REPAIRS	14,725.00
60959	REAL KLEEN INC	SUPPLIES	800.60
60960	RED DESERT ROUNDUP RODEO INC	PARADE FEE	35.00
60961	REILLY, CARLA S	RENT	600.00
60962	REITER, SHARON	MILEAGE	506.02
60963	RICHARDS, ALBERT K	MEAL	28.74
60964	ROCK SPRINGS NEWSPAPERS INC	AD	10,045.79
60965	ROCK SPRINGS WINNELSON CO	REPAIR	136.05
60966	ROCKY MOUNTAIN SVC BUREAU INC	COMMISSION	2,197.35
60967	SHADOW MOUNTAIN WATER OF WY	RENTAL	27.00
60968	SPECIALTY RETAIL SHOPS HOLDING CORPORATION	SUPPLIES	61.46
60969	SMYTH PRINTING INC	SUPPLIES	277.57
60970	SOULE, DEBORA	INSURANCE CLAIM	563.20
60971	STEEES, JENNIFER	MILEAGE	196.00
60972	STERLING COMMUNICATIONS & ELECTRONICS	RENT	2,389.99
60973	SWEETWATER CO SCHOOL DIST #1	GRANT EXPENSES	7,060.11
60974	SWEETWATER CNTY HEALTH BOARD	BUDGET ALLOCATION	103,218.92
60975	SWEETWATER COUNTY INSURANCE	INSURANCE CLAIMS	306,890.38
60976	SWEETWATER PLUMBING & HEATING	REPAIR	157.00
60977	TASC CLIENT SERVICES	ADMINISTRATION FEES	2,053.40
60978	TASER INTERNATIONAL	EQUIPMENT	311.96
60979	THE RADAR SHOP INC	MAINTENANCE	69.50
60980	THE RADIO NETWORK	AD	448.00
60981	THE TIRE DEN INC	REPAIR	1,248.65
60982	THOMSON REUTERS-WEST PAYMENT CENTER	SUBSCRIPTION	4,254.00
60983	TYLER TECHNOLOGIES INC	CONTRACT	3,888.19
60984	U S FOODS INC	INMATE FOOD	1,721.40
60985	UINTA ENGINEERING & SURVEYING INC	EQUIPMENT	3,600.00
60986	UMR INC	ADMIN FEES/BANKING FEE	11,426.81
60987	UNITED SITE SERVICES	SEPTIC CLEANING	557.00
60988	WAMSUTTER CONOCO	REPAIR	69.10
60989	WEIMER, JACK	BOAT RENTAL	430.00
60990	WIRELESS ADVANCED COMMUNICATIONS	SUPPLIES	577.50
60991	WYOMING EMBROIDERY	SHIRTS	512.50
60992	WYOMING MACHINERY COMPANY	REPAIR	7,527.27

60993	WYOMING.COM	E-MAIL SERVICE	57.95
60994	YWCA OF SWEETWATER COUNTY	BUDGET ALLOCATION	10,296.64
GRAND TOTAL:			2,303,933.05

TAXPAYER	VALUATION	TAXPAYER	VALUATION
ANADARKO E&P CO LLP	-63,802	BP AMERICA PROD CO	-17,321
ANADARKO E&P CO LLP	-412	KERR MCGEE OIL & GAS ONSHORE LP	-21,699
ANADARKO E&P CO LLP	-38,487	ALLEN BRUCE D	-396
ANADARKO E&P CO LLP	-142	FUEL EMISSIONS INC	-410
WHITING OIL & GAS CORP	-6,541	FUEL EMISSIONS INC	-387
DEVON ENERGY PROD CO LP	-1,434,015	FUEL EMISSIONS INC	-351
DEVON ENERGY PROD CO LP	-32,483	WILLEY BILLIE JO	-389
DEVON ENERGY PROD CO LP	-11,635	WILLEY BILLIE JO	-404
CHEVRON USA INC	-64,317	ROCK SPRINGS INVESTMENTS LLC	-9,284
MONCRIEF W A	-139,101	ANADARKO E&P CO LLP	-7,997
MARATHON OIL CO	-7,423	ANADARKO E&P CO LLP	-51,420
MARATHON OIL CO	-175,615		

Commissioner Comments/Reports

Commissioner West

Commissioner West explained that a bronze plaque will be presented after the completion of the Health and Human Services Building and following discussion, the commission concurred to review the plaque design and wording prior to approving. Commissioner West updated the commission on the Health and Human Services Building renovations and discussed a change order in the amount of \$12,768.00 which would provide additional piping and crack sealing for evacuating air from under the foundation should radon be detected. After discussion, **Commissioner West moved to approve a change order with Hogen, on the Health and Human Services Building, to perform the excavation under slab piping and crack sealing for the radon in the amount of \$12,768.00. Commissioner Bailiff seconded the motion.** The motion carried. Commissioner West explained that, during the previous meeting, an inquiry was made relative to a county fireworks ban and noted that constituents have addressed safety concerns and have requested that a ban be enforced to protect county residents. Following discussion, the commission concurred to consult with the county attorney to review the legality.

Commissioner Bailiff

Commissioner Bailiff reported that he visited the Road and Bridge department, the maintenance shop, and talked to the Assistant Fire Warden and the Engine Boss relative to dispatch notifications. Commissioner Bailiff explained that a fire fighter was seriously injured while assisting with the Rock Ridge Wildland fire. Commissioner Bailiff further reported that he, along with Commissioner Kolb, attended the public meeting for the Jamestown Rio Vista Water and Sewer District water supply project. Commissioner Bailiff spoke that he and Commissioner Van Matre have a meeting scheduled with Golden Hour Senior Center Director Beth Whitman to discuss citizen concerns. Lastly, Commissioner Bailiff reported that he attended the STAR Transit meeting and explained that the Sweetwater County Child Developmental Center will transition into using its own transportation in the future.

Commissioner Kolb

Commissioner Kolb reported that he attended the public meeting for the Jamestown Rio Vista Water and Sewer District water supply project and attended the Airport Board meeting. Commissioner Kolb shared that he was approached by a constituent at International Days relative to his thoughts regarding ethanol. Commissioner Kolb shared that both he and the constituent were against the use of ethanol fuel. Commissioner Kolb explained that the Wyoming Resource Tours in Gillette, Wyoming was cancelled. Commissioner Kolb further reported that he attended the courtroom security upgrades meeting, walked through the 333 Broadway building and noted that progress is being made. Lastly, Commissioner Kolb noted that he spoke with County Treasurer Robb Slaughter, County Clerk Dale Davis, and Land Use Director Eric Bingham.

Commissioner Van Matre

Commissioner Van Matre expressed his pleasure that veteran advocate Samuel Martin was nominated to attend Cheyenne Frontier Days in recognition of his support and volunteerism to the veterans. Commissioner Van Matre reported that he visited with Juvenile Probation Director Karin Kelly, IT Director Tim Knight, and Public Lands Director Eric Bingham and attended the museum board meeting. Commissioner Van Matre explained that, during the museum board meeting, there was an election of officers for the new board members and that the American Legion items will all be returned. Commissioner Van Matre explained that the museum currently pays approximately \$14,000.00 annually for storage units and questioned if any of the county buildings would have excess storage that the museum could utilize. Lastly, Commissioner Van Matre noted that he and Commissioner Bailiff have a meeting scheduled with Golden Hour Senior Center Director Beth Whitman to discuss citizen concerns.

Chairman Johnson

Chairman Johnson expressed his appreciation relative to the Sweetwater County clean up. Chairman Johnson announced that he will be attending the WLCI (Wyoming Landscape Conservation Initiative) executive meeting on July 22-24, 2014 and explained that he may not be able to attend the Memorial Hospital of Sweetwater County ribbon cutting ceremony on July 23, 2014. Chairman Johnson further explained that Governor Mead would be present during the Memorial Hospital ribbon cutting ceremony and that Governor Mead has scheduled to meet with the commissioners prior to the ceremony. Chairman Johnson encouraged his co-commissioners to attend and requested that Commissioner West be the

commission spokesperson. Chairman Johnson spoke that he received a constituent concern relative to the movement of illegal aliens throughout the nation. Chairman Johnson expressed that, if any illegal aliens are moved into Sweetwater County, the commission should be made aware and, furthermore, if any should be moved into the State of Wyoming that the state should be made aware before the fact. Chairman Johnson further reported that he will attend the CLG (Coalition of Local Government) meeting scheduled for July 16, 2014. Chairman Johnson announced that the National High School Finals Rodeo Governor's Reception is scheduled for July 16, 2014. Chairman Johnson announced that the Simplot Phosphates Facility Open House is scheduled for July 18, 2014. Discussion ensued regarding the condition of the road from the Ramsey Ranch to the top of Little Mountain. Following discussion, the commission gave direction to Public Works Director John Radosevich to blade that portion of the road and stated that, in the future, if there is a section of road that the commission feels needs attention, they will address the needs with Mr. Radosevich. Chairman Johnson questioned Joint Powers Water Board member Don Hartley on the water levels in Sweetwater County. Mr. Hartley explained that allowing the water levels to rise in the Flaming Gorge was done to prepare for the release of water in order to coordinate with the ample river flow for the endangered species in Utah.

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

Approval of the Malt License for Eden Saloon on 7-16-14 for the Tour De Wyoming at the Big Sandy Park in Farson, Wyoming

Following discussion, Chairman Johnson entertained a motion to approve a malt beverage permit for the Eden Saloon on 7-16-14 for the Tour De Wyoming at the Big Sandy Park in Farson, Wyoming. *Commissioner Kolb so moved. Commissioner West seconded the motion.* The motion carried.

Solid Waste Disposal District (Eden Valley) Board Appointment (3 Year Term)

Following discussion relative to not receiving all applications and extending the decision to August 5, 2014, *Commissioner Kolb moved to table. Commissioner Bailiff seconded the motion.* The motion carried.

County Commissioners Renewal Scholarship

Following discussion, *Commissioner Van Matre moved for the renewal scholarship applicant for Erin Bentley to be favorably considered. Commissioner Kolb seconded the motion.* Following discussion, the motion carried.

Enhanced Air Service Resolution

The commission, Airport Manager Terry Doak and board member Dave Hanks discussed the future of air service. *Commissioner Kolb moved to approve Resolution 14-07-CC-02 contingent upon the Cities of Rock Springs and Green River agreeing to percentage subsidies and the MOU between the entities and also contingent upon WYDOT (Department of Transportation Aeronautical Division), approval of the subsidy amount of approximately \$1.31 million. Commissioner Van Matre seconded the motion.*

R E S O L U T I O N 14-07-CC-02 S W E E T W A T E R C O U N T Y S K Y W E S T E N H A N C E D A I R S E R V I C E

WHEREAS, Sweetwater County has participated in the Enhanced Air Service Program in the past and would like to continue to participate in the program which is in the best interest for the traveling public; AND

WHEREAS, Sweetwater County has participated in the Enhanced Air Service Program with the State of Wyoming, the City of Rock Springs and the City of Green River and Sweetwater County would like to continue to participate with the same entities; NOW,

BE IT THEREFORE RESOLVED: that the Board of Sweetwater County Commissioners authorize the Chairman to sign any necessary documents to participate in the Enhanced Air Service Program after the County Attorney's office has reviewed the documents.

Dated at Green River, Wyoming this 15th of July, 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

Approval of the Cooperative Agreement for Child Support Enforcement

Grants Manager Krisena Marchal and Clerk of District Court Donna Lee Bobak presented the Cooperative Agreement for Child Support Enforcement. Following discussion, Chairman Johnson entertained a motion to approve, and authorize the Chairman to sign, the Cooperative Agreement for Child Support Enforcement. *Commissioner West so moved. Commissioner Van Matre seconded the motion.* The motion carried.

Permission to use ISC as Vendor for Networking Equipment for the 333 Broadway Building

IT Director Tim Knight requested authorization to use ISC as a Vendor for the 333 Broadway Building. Purchasing Manager Marty Dernovich was present. Following discussion, Chairman Johnson entertained a motion to give direction to Mr. Knight and Ms. Dernovich to proceed as requested. *Commissioner West so moved. Commissioner Kolb seconded the motion.* The motion carried.

Ms. Dernovich provided the proposed cost to upgrade the postage machines in Rock Springs and Green River and explained that, by renewing the contract early, it would be an estimated savings of \$35,544.40 over the course of five years. Ms. Dernovich requested authorization to proceed. Following discussion, *Commissioner West moved to approve the request. Commissioner Bailiff seconded the motion.* The motion carried.

Application to Renew Right of Way for Portion of County Road 4-86 (Exxon Plant Road)

Public Works Director John Radosevich requested approval to renew the Right of Way for County Road 4-86 (Exxon Plant Road). Following discussion, Chairman Johnson entertained a motion to approve the application to renew the right of way for portion of county road 4-86 Exxon Plant Road as requested by Mr. Radosevich. *Commissioner Kolb so moved. Commissioner Van Matre seconded the motion.* The motion carried.

Lodging Tax Resolution

Joint Travel and Tourism Director Jenissa Bartlett presented Resolution 14-07-CC-01. Rock Springs Chamber Director Dave Hanks was present to request support of the lodging tax. Following discussion, Chairman Johnson entertained a motion to approve Resolution 14-07-CC-01. *Commissioner Kolb moved to approve Resolution 14-07-CC-01. Commissioner Bailiff seconded the motion.* The motion carried.

RESOLUTION NO. 14-07-CC-01

A RESOLUTION DECLARING THE INTENT OF THE BOARD OF COUNTY COMMISSIONERS TO COOPERATE FULLY AND ASSIST SWEETWATER COUNTY AND THE INCORPORATED MUNICIPALITIES OF SWEETWATER COUNTY IN TAKING ALL ACTIONS NECESSARY IN SUPPORT OF THE CONTINUATION OF THE EXISTING COUNTY WIDE 2% LODGING TAX, WITH AN INCREASE OF 1%.

WHEREAS, leisure and hospitality is a \$183 million industry in Sweetwater County that provides over 1,500 full and part-time jobs;

WHEREAS, this tax is paid by visitors that stay in hotels, motels, campgrounds, and similar establishments providing temporary quarters or space for transient guests. Unless staying in these establishments, residents of Sweetwater County do not pay this tax;

WHEREAS, the Wyoming lodging tax statute WS 39-15-204(a)(ii) states that the lodging tax is to be used for the primary purpose of promoting local travel and tourism;

WHEREAS, the ability to fund these promotional efforts to a level that is competitive in the marketplace is critical to the promotion of Sweetwater County as tourism destinations;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE BOARD OF COUNTY COMMISSIONERS OF SWEETWATER COUNTY, STATE OF WYOMING:

Section 1. That the Board of County Commissioners deems it appropriate that the Sweetwater County cooperate fully and assist Sweetwater County and the incorporated municipalities of Sweetwater County in taking all actions necessary to continue to impose such existing county wide 2% lodging tax, with a 1% increase.

Passed and Approved this 15th of July, 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 Position in the Detention Center

Human Resource Director Garry McLean and Sheriff Haskell requested authorization to replace a position in the Detention Center. *Commissioner Bailiff moved to authorize the re-filling of this position. Commissioner Van Matre seconded the motion.* The motion carried.

Sheriff Haskell explained that a maintenance person in his department is out on medical leave and requested authorization for members of the facilities staff to assist as needed. Following discussion relative to the budget impact, it was explained that expenses incurred will come directly out of the Sheriff's budget.

Subrogation Issues

Human Resource Director Garry McLean presented a medical subrogation issue. Following discussion relative to the proposed settlement, *Commissioner Bailiff moved to pay this.* Chairman Johnson restated the motion to accept the recommendation of \$933.33. *Commissioner Van Matre seconded the motion.* Following clarification that the county will receive \$933.33 out of the settlement, the motion carried.

Other

Chairman Johnson explained that a constituent requested to consider placing hand rails on the outside stairs for safety precautions. Following discussion, the commission concurred and requested that Facilities Manager Chuck Radosevich complete the request.

The commission reviewed the proposed building dedication bronze plaque for the Sweetwater County Health & Human Services building and questioned if the commission would like to add additional verbiage on the plaque to include: "formerly known as Rock Springs National Bank" as well as adding the date the county purchased the building and the completed renovation date. The commission concurred with the additional verbiage and requested that Facilities Manager Chuck Radosevich re-draft and present this to the commission for final review.

Commissioner Kolb explained that he would be in attendance at the Green River City Council meeting July 15, 2014.

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	7/16/2014	6,368.00	60995-61031
EAL	7/18/2014	58,302.90	61032-61051
EAL	7/23/2014	2,990.00	61054
EAL	7/25/2014	419,429.63	61055-61066
EAL	8/1/2014	33,889.73	
EAL	8/5/2014	695,549.90	
EAL			
EAL			

	AMOUNT	Check #	Advice #
Payroll Run	10,155.60	61052-53	
Payroll Run			

TOTAL AMOUNT \$1,226,685.76

Vouchers in the above amount are hereby approved and ordered paid this date of 08/05/2014

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

County Clerk

Reid O. West, Member

Sally Shoemaker

From: Glenda Edgmon - Accounting/Payroll
Sent: Wednesday, July 30, 2014 1:23 PM
To: Dale Davis - County Clerk; Sally Shoemaker
Subject: EAL Approval Listing.xls
Attachments: EAL Approval Listing.xls

Hi,
Please see the attached EAL Approval Listing. This is not the final one. You will receive the final one for the Commissioners to sign after payroll checks are cut on 08/04/14.
Thank you!
Glenda

Authorization for Monthly Reports
8-5-14

1. **Sheriff**

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 Richard Haskell
 as Sheriff within and for the County of Sweetwater
 State of Wyoming, for the month ending June 30, 2014, and reported to the
 Board of County Commissioners of said County.

COUNTY CLERK,	Recording Fees, Marriage Licenses, Chattel Mortgages, Motor Certificates of Title, Sale of County Property, Miscellaneous Receipts, Total Receipts,		
CLERK, DISTRICT COURT,	Civil Fees, Probate Fees, Criminal fines and Costs, Miscellaneous Fees, Total Earnings,		
SHERIFF,		4402.50	
ASSESSOR,			

STATE OF WYOMING)
)ss.
 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 30 day of June, 2014

Richard Haskell, County Sheriff

Richard Haskell

Authorization for Bonds
8-5-14

Gail Johnson	Eden-Farson Cemetery District, Secretary	\$ 5,000.00
Allan Wilson	Sweetwater County Rec Board, Treasurer	\$10,000.00
Josephine Ann Zakotnik	Eden-Farson Cemetery District, Treasurer	\$ 5,000.00

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

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 53919694

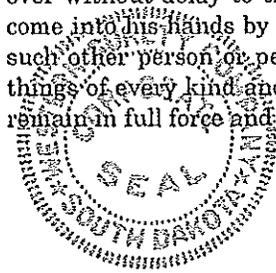
That we Gail Johnson

of Farson, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Eden Valley Cemetery District, the State of Wyoming, in the penal sum of Five Thousand and 00/100 DOLLARS (\$ 5,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 15th day of May, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Appointed Elected Principal was duly Secretary to the office of Secretary in the Eden Valley Cemetery District, and State aforesaid for the term beginning August 11, 2014, and ending August 11, 2015.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Secretary as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



Gail Johnson
Principal

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 54932366

That we Allan Wilson,

of Rock Springs, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto _____, the State of Wyoming, in the penal sum of Ten Thousand and 00/100 DOLLARS (\$ 10,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

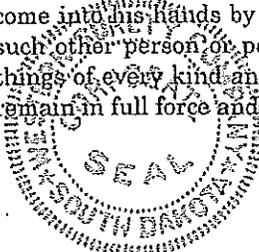
Dated this 8th day of April, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden
Appointed
Principal was duly Elected to the office of Treasurer

in the Sweetwater County Recreation Board,

and State aforesaid for the term beginning July 27, 2014, and ending July 27, 2015.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Treasurer as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



Allan Wilson
Principal

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 51948902

That we Josephine Ann Zakotnik,

of Eden, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Eden-Farson Cemetary District, the State of Wyoming, in the penal

sum of Five Thousand and 00/100 DOLLARS (\$ 5,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

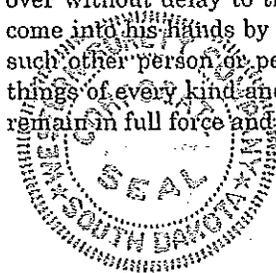
Dated this 8th day of April, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden
Appointed
Principal was duly Elected to the office of Treasurer

in the of Eden-Farson Cemetary District,

and State aforesaid for the term beginning July 1, 2014, and ending July 1, 2015.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Treasurer as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



Josephine Ann Zakotnik
Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

Authorization for Abate/Rebate of Ad Valorem Taxes

August 5, 2014

NOVC	TAXPAYER	ACCOUNT	TAX DIST	VALUATION	TAX YEAR	ADJUSTMENTS	REASON	A/R NUMBER
2014-0360	MARATHON OIL CO	49244	100	-11,214	2011	-713.40	DOR	80501
2014-0333	WEXPRO CO	49318	100	-3,057	2012	-193.99	DOR	80502
2014-0334	WEXPRO CO	49318	100	-1,129	2013	-72.02	DOR	80503
2014-0327	KERR MCGEE OIL & GAS ONSHORE I	138975	100	-2,326	2011	-147.97	DOR	80504
2014-0327	KERR MCGEE OIL & GAS ONSHORE I	138976	102	-190	2011	-13.29	DOR	80505
2014-0327	KERR MCGEE OIL & GAS ONSHORE I	138979	200	-280	2011	-18.81	DOR	80506
2014-0327	KERR MCGEE OIL & GAS ONSHORE I	138985	200	-234	2011	-15.72	DOR	80507
2014-0341	ANADARKO E&P CO LLP	63959	100	-384	2011	-24.43	DOR	80508
2014-0398	WHITING OIL & GAS CORP	147996	100	-2,331	2011	-148.29	DOR	80509
2014-0398	WHITING OIL & GAS CORP	147997	102	-1,702	2011	-119.04	DOR	80510
2014-0399	ANADARKO E&P CO LLP	63949	100	-15,859	2011	-1,008.90	DOR	80511
2014-0324	ANADARKO E&P CO LLP	63959	100	-62,090	2011	-3,949.98	DOR	80512
2014-0553	FINLEY RESOURCES INC	145492	100	-156,663	2013	-9,994.16	DOR	80513
2014-0558	MONCRIEF W A	56601	200	-1,133	2012	-73.98	DOR	80514
2014-0569	ANADARKO E&P CO LLP	63959	100	-6,141	2012	-389.70	DOR	80515
2014-0563	HRM RESOURCES LLC	150971	100	-29,867	2013	-1,905.34	DOR	80516
2014-0584	FMC WYOMING CORP	60320	200	3,193,831	2013	-213,641.74	DOR	80517
	THE RUBDOWN	145062	251	-332	2011	-24.96	LEASING EQUIP	80518
	THE RUBDOWN	145062	251	-253	2013	-18.95	LEASING EQUIP	80519
	HADLEY DILLON	106685	151	-328	2011	-23.88	TO DUMP	80520
	HADLEY DILLON	106685	151	-331	2012	-24.12	TO DUMP	80521
	HADLEY DILLON	106685	151	-344	2013	-24.99	TO DUMP	80522
	JENKINS CORY LEE	103672	104	-327	2011	-24.78	DEMOLISHED	80523
	JENKINS CORY LEE	103672	104	-330	2012	-25.04	DEMOLISHED	80524
	JENKINS CORY LEE	103672	104	-343	2013	-25.94	DEMOLISHED	80525
	LAUNDER MUTT	131244	251	-347	2010	-26.00	OUT OF BUSINES	80526
	LAUNDER MUTT	131244	251	-295	2011	-22.22	OUT OF BUSINES	80527
	LAUNDER MUTT	131244	251	-252	2012	-18.48	OUT OF BUSINES	80528
	LAUNDER MUTT	131244	251	-207	2013	-15.50	OUT OF BUSINES	80529
	HALF MOON INVESTMENTS	103442	250	-402	2013	-30.11	ABANDONED	80530
	HALF MOON INVESTMENTS	104853	251	-390	2010	-29.24	OUT OF COUNTY	80531
	HALF MOON INVESTMENTS	104853	251	-389	2011	-29.26	OUT OF COUNTY	80532
	HALF MOON INVESTMENTS	104853	251	-393	2012	-28.82	OUT OF COUNTY	80533
	HALF MOON INVESTMENTS	104853	251	-408	2013	-30.56	OUT OF COUNTY	80534

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 8/5/14	Name & Title of Presenter: Dale Davis, County Clerk
Department or Organization: County Clerk	Contact Phone & E-mail: 307-872-3765
Exact Wording for Agenda: Advising Commissioners of any written protests for the proposed High Desert Rural Healthcare District	Preference of Placement on Agenda & Amount of Time Requested for Presentation: at 9:40 AM 5 min.
Will there be Handouts? (If yes, include with meeting request form) no	Will handouts require SIGNATURES: no
<p>Additional Information: The Commissioners order for the formation election on July 1, 2014. There has been a possibility of protests which ended July 31, 2014.</p> <p>Written protests, signed by the owners of at least thirty-five percent (35%) of assessed valuation of property included in the proposed district are presented to the BCC, the proposal and the district shall fail.</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.

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 8/5/14	Name & Title of Presenter: Dale Davis, County Clerk
Department or Organization: County Clerk	Contact Phone & E-mail: 307-872-3765
Exact Wording for Agenda: Publication of Name, Position and Gross Monthly Salary	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 Mins
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.

18-3-516. Publication of proceedings; publication of names, salaries and wages of certain officials and employees.

(b) Each board of county commissioners shall post on the county's official website in the manner provided in subsection (f) of this section and publish separate from the minutes of the proceedings:

(i) Within sixty (60) days after the end of each fiscal year, the name, position and gross monthly salary of each full-time employee and each elected official. A brief statement shall accompany the salary publication specifying that all salaries are listed as gross monthly salaries or actual monthly wages, not including any fringe benefits such as health insurance costs, life insurance benefits and pension plans. The statement shall also indicate that the salaries or wages do not include any overtime that the employee may earn which would be paid by the county; and

Sweetwater County WY

Public Salary Disclosure

Pursuant to Wyoming Statute 18-3-516 (b) – Publication of name, position and gross monthly salary of each full-time employee and each elected official.

Department	Employee Name	Position Desc	Monthly Salary
COUNTY COMMISSIONERS	GARY M BAILIFF	COUNTY COMMISSIONER	2,500.00
	WALLY J JOHNSON	COUNTY COMMISSIONER	2,500.00
	JOHN K KOLB	COUNTY COMMISSIONER	2,500.00
	GEORGE VAN MATRE	COUNTY COMMISSIONER	2,500.00
	REID O WEST	COUNTY COMMISSIONER	2,500.00
ENGINEERING	JOHN P RADOSEVICH	PUBLIC WORKS DIRECTOR	8,768.96
	RAYMOND A RICHARDS	ENGINEERING TECH	4,299.83
	SHARON J FISHER	MAPPING TECH	4,789.80
	ROBERT J ROBINSON	PRFLNDSURV/CO SURVYR	6,050.40
CUSTODIAL	KAREN L BAILEY	LEAD CUSTODIAN	4,882.79
	SCOTT W COLPITTS	CUSTODIAN	2,796.49
	SEAN L DAVIS	CUSTODIAN	2,966.80
	MARY C DILLARD	CUSTODIAN	3,339.15
	TRACY L HAECK	CUSTODIAN	2,966.80
	CRISTOFER D PHILLIPS	CUSTODIAN	2,715.06
	JERRY W RAFFERTY	CUSTODIAN	2,796.49
	LEONARD J SANCHEZ	CUSTODIAN	2,715.06
	LETTA K SCHULTZ	CUSTODIAN	3,147.46
	JACKIE L SIMMONS	CUSTODIAN	2,715.06
	KATY BLIGH	CUSTODIAN	2,715.06
FACILITIES MAINTENANCE	CHARLES E RADOSEVICH	FACILITIES MANAGER	7,430.74
	MARK A BISH	MAINT SUPERVISOR	5,280.74
	DUANE E DOMSON	BLDG/MAINT WORKER	4,299.83
	JOHN R MCDERMOTT	BLDG/MAINT WORKER	4,299.83
	RICKEY L ROCKEY	BLDG/MAINT WORKER	4,428.81
	JOHN C VALENCIANO	BLDG/MAINT WORKER	4,174.58
	DAWN M WILLSON	CUSTODIAN	2,966.80
	JESSICA L KNEZOVICH	ASST FIRE WARDEN	4,338.29
FIRE MARSHALL	DALE G TROUTMAN	ENGINE BOSS	3,934.95
	JAMES A DANIEL	MECHANIC SUPRVSR	5,439.16
FLEET/VEHICLE MAINTENANCE	PHILIP S BROWN	MECHANIC	4,602.48
	KRISENA L MARCHAL	GRANTS MANAGER	7,179.27
GRANTS ADMINISTRATION			
HUMAN RESOURCES	GARRY A MCLEAN	HR DIRECTOR	7,214.29
	STEFANIE C BOLING	HR SPECIALIST	4,383.34
	BRENDA L RAEI	HR SPECIALIST	4,977.59
INFORMATION TECHNOLOGY	TIMOTHY V KNIGHT	IT DIRECTOR	7,665.19
	MYRON W COOKE	INFO SECURITY PRFSNL	5,487.80
	JEFFREY D BROWN	IT SUP SPECIALIST	5,652.43

	KATHLEEN M CORTEZ	IT SUP SPECIALIST	5,487.80
	MIKE T HART	NTWRK ADMINISTRATOR	5,487.80
	JACOB CHAMBERS	PC SUPPORT TECH	3,569.12
	KARSON C COLE	SYST ADMINSTRATOR	5,487.80
JUVENILE PROBATION	KARIN L KELLY	JUV PROB DIRECTOR	6,158.54
	DIANA L FRITZLER	JUV PROB SECRETARY	3,681.43
	DIANA C BOZNER	PROBATION AGENT	3,934.95
	ANDREA K OVERMAN	PROBATION AGENT	4,174.58
	TORI Z ROBERT	PROBATION AGENT	3,934.95
	EMILY A LOPEZ	TRUANCY CASE MANAGER	3,569.12
	KYLE E GASAWAY	YOUTH CASE MANAGER	4,174.58
LAND USE	ERIC C BINGHAM	LAND USE DIRECTOR	7,441.93
	JAMES C ZIMMERMAN	CODE ENFRMNT SPCLST	5,074.22
	CYNTHIA S SHEEHAN	P&Z TECHNICIAN	3,975.81
	STEPHEN A HORTON	PLANNER	6,543.60
	MARK KOT	PUBLIC LAND SPCLST	7,653.59
PURCHASING	MARJORIE K DERNOVICH	PURCHASING MANAGER	7,430.74
	NICOLE F CONNER	PURCH/INV CLERK	3,270.91
	BEVERLY A MURPHY	PURCH/INV CLERK	3,270.91
	MARILYN B NOMIS	SENIOR BUYER	5,180.16
	ERIN E WYANT	WRHSE/INVNTRY CTRLR	4,383.34
ROAD AND BRIDGE	CHERI A MCMURRY	ADMIN ASST	3,940.61
	GLENN M BOYCE	EQUIP OPERATOR	4,299.83
	DAVID GIL	EQUIP OPERATOR	4,299.83
	PAUL R HESTER	EQUIP OPERATOR	4,299.83
	MARK A JUSTESEN	EQUIP OPERATOR	4,174.58
	ALLEN J KIERNAN	EQUIP OPERATOR	4,698.53
	REIJO K KOIVUSAARI	EQUIP OPERATOR	3,820.35
	DEWEY D LAMB	EQUIP OPERATOR	4,174.58
	DANIEL J LEE	EQUIP OPERATOR	4,299.83
	JEREMY A LOWSETH	EQUIP OPERATOR	3,820.35
	RAYMOND D MCFARLAND	EQUIP OPERATOR	4,174.58
	GARLAND R MCMARTIN	EQUIP OPERATOR	4,698.53
	RONALD A NOBLE	EQUIP OPERATOR	4,561.68
	PATRICK S O'BRIEN	EQUIP OPERATOR	3,934.95
	MARK A PARKER	EQUIP OPERATOR	4,299.83
	DAVID M PIVIK	EQUIP OPERATOR	4,174.58
	JOSHUA M ROBERT	EQUIP OPERATOR	4,174.58
	FLOYD D SCOTT	EQUIP OPERATOR	4,428.81
	PHILIP C SMITH	EQUIP OPERATOR	4,174.58
	ROBERT E SPECK	EQUIP OPERATOR	4,299.83
	KENNETH L WEST	EQUIP OPERATOR	4,299.83
	CHRISTOPHER K WEST	EQUIP OPERATOR	4,174.58
	ARTHUR J WILLIAMS	EQUIP OPERATOR	4,698.53
	ANTHONY S CARSON	FOREMAN	5,280.74
	ROBERT W VANVALKENBURG	FOREMAN	5,439.16

	DONNA L EVANS	MAPPING/SIGN SPCLST	3,115.16
	MATTHEW K CARTER	MECHANIC	5,439.16
	KEITH W HEIKES	MECHANIC	4,602.48
VETERANS SERVICES OFFICE	LAWRENCE D LEVITT	VSO DIRECTOR	5,125.00
	CHERYL K ALLEN	VSO OFFICER	4,565.51
	SYLVIA ESQUIBEL	VSO OFFICER	2,936.33
	STACEY G SHERMAN	VSO OFFICER	3,024.42
COUNTY ASSESSOR	PATRICIA W DRINKLE	COUNTY ASSESSOR	6,250.00
	DAVID S DIVIS	CHIEF DEPUTY-ASSESSOR	5,312.50
	KATELYN S BEFUS	DEPUTY-APP TECH	3,434.46
	GAIL A FORTUNA	DEPUTY-APP TECH	3,643.62
	SAMANTHA L MAMALIS	DEPUTY-APP TECH	2,585.77
	JILL C MILLER	DEPUTY-APP TECH	3,643.62
	PATRICIA A MOODY	DEPUTY-APP TECH	4,474.79
	JOE D SANCHEZ	DEPUTY-APP TECH	3,434.46
	MARIANNE STACEY	DEPUTY-APP TECH	3,825.83
	LORRAINE G STEVENS	DEPUTY-APP TECH	3,434.46
COUNTY ATTORNEY	BRETT L JOHNSON	COUNTY ATTORNEY	7,083.33
	GREGORY J BLENKINSOP	DEP CNTY & PROS ATTY	8,513.57
	DAMON A DEBERNARDI	DEP CNTY & PROS ATTY	5,813.88
	MARC T DEDENBACH	DEP CNTY & PROS ATTY	7,354.38
	SUZANNAH B GAMBELL	DEP CNTY & PROS ATTY	6,800.11
	DANIELLE L MOORE	DEP CNTY & PROS ATTY	5,536.97
	EDWARD L NEWELL	DEP CNTY & PROS ATTY	7,004.16
	LAUREN R RADAKOVICH	DEP CNTY & PROS ATTY	5,703.10
	GARY E REDENTE	DEP CNTY & PROS ATTY	7,066.78
	TERESA S THYBO	DEP CNTY & PROS ATTY	5,988.31
	TONI J BELCHER	LEGAL SECRETARY	3,083.14
	VIRGINIA K BODYFELT	LEGAL SECRETARY	3,083.14
	KRYSTLE D FREEMAN	LEGAL SECRETARY	3,083.14
	SUSAN M JACKSON	LEGAL SECRETARY	4,095.08
	AMANDA A LEE	LEGAL SECRETARY	3,270.91
	JACQUELYN L MORRISON	LEGAL SECRETARY	4,095.08
	DANEA M PISTONO	LEGAL SECRETARY	4,095.08
	BILLIE J EDWARDS	OFFICE MANAGER	4,174.58
	SHARI J MCKEE	OFFICE MANAGER	4,174.58
	LISA M BUNNING	VICTIM/WITNESS COORD	3,934.95
	KATHLEEN X PARKER	VICTIM/WITNESS COORD	4,174.58
COUNTY CLERK	STEVEN D DAVIS	COUNTY CLERK	6,250.00
	VICKIE EASTIN	CHIEF DEPUTY - CLERK	5,312.50
	GLENDA L EDGMON	DEPUTY-ACCOUNT CLERK	5,383.23
	ANITA R FREY	DEPUTY-ACCOUNT CLERK	4,832.61
	JENNIFER L COMER	DEPUTY-RCRD CLRK UCC	2,850.81
	CINDY R PETERSEN	DEPUTY-RCRD CLRK UCC	3,681.43
	ROSE M CLAXTON	DEPUTY-RECORD CLERK	3,369.05
	DONNA J WARDELL	DEPUTY-RECORD CLERK	3,606.22

	FRANCES S	DEPUTY-TITLE CLERK	3,270.91
	ANDIKOETXEA		
	VIRGINIA M LACY	DEPUTY-TITLE CLERK	4,058.80
	MINDY C LARSEN	DEPUTY-TITLE CLERK	3,369.05
	JOYCE E LATHAM	DEPUTY-TITLE CLERK	3,369.05
	JESKA L LYONS	DEPUTY-TITLE CLERK	2,850.81
	LINDA D SCOTT	DEPUTY-TITLE CLERK	3,175.65
	KERRY F SHAW	DEPUTY-TITLE CLERK	3,470.12
	BROOKE N TALBOTT	DEPUTY-TITLE/ELCT CLK	3,334.44
	BONNIE PHILLIPS	DEPUTY-ACCOUNTING MANAGER	8,317.44
FINANCIAL MANAGEMENT COMMISSIONER SUPPORT ELECTIONS CLERK OF DISTRICT COURT	SALLY K SHOEMAKER	DEPUTY-CLERK	3,860.02
	SHARON R DAVIS	DEPUTY-ELECTION CLRK	3,270.91
	DONNA L BOBAK	CLERK OF DIST COURT	6,250.00
	BELINDA K BRIDEWELL	CHIEF DEPUTY-CKDIST	5,312.50
	LORETTA J ANDREWS	COURT CLERK	2,936.33
	BRENDA J CRONK	COURT CLERK	2,936.33
	RHONDA L JORDAN	COURT CLERK	2,936.33
	JANET C PALM	COURT CLERK	3,752.94
	CORINNA L SHELTON	COURT CLERK	3,115.16
	BEVERLY A VALENCIA	COURT CLERK	3,537.51
COUNTY CORONER COUNTY SHERIFF	DALE S MAJHANOVICH	COUNTY CORONER	4,583.33
	LARRY R HASKELL	COUNTY SHERIFF	6,250.00
	KAREN L FRENCH	ADMIN ASST/OFFC MGR	5,126.91
	BRETT A STOKES	ADMIN SGT	6,113.11
	REBECCA A CREAGER	CLERK	3,115.16
	ANTHONY J NIEMIEC	COURT SEC CORPORAL	5,226.44
	RANDALL J BINGHAM	COURT SECURITY	4,977.59
	RONALD L COVEY	COURT SECURITY	4,691.85
	BRADLEY R FREEMAN	COURT SECURITY	4,514.83
	FREDERICK J MOCZULSKI	COURT SECURITY	4,977.59
	MICHAEL R PICERNO	COURT SECURITY	4,977.59
	RICHARD C BLUST	DETECTIVE	5,544.74
	RICHARD P FISCHER	DETECTIVE	5,074.22
	JERRY D GLASSCOCK	DETECTIVE	5,383.23
	MICHELLE N HALL	DETECTIVE	5,074.22
	JEFF A SHEAMAN	DETECTIVE	5,074.22
	JOHN M GROSSNICKLE	DETECTIVE SGT	5,935.08
	MATTHEW E BARTOLOTTA	PATROL CORPORAL	5,074.22
	JASON E MOWER	PATROL CORPORAL	5,074.22
	STEPHEN F PALADINO	PATROL CORPORAL	5,074.22
	STEVEN S POWELL	PATROL CORPORAL	5,226.44
	CHELSIE L BAZZANELLA	PATROL DEPUTY	3,934.95
	WILLIAM M BOSWELL	PATROL DEPUTY	4,977.59
	JUSTIN D CHERRY	PATROL DEPUTY	4,977.59
	BRANDY J DICK	PATROL DEPUTY	4,383.34

**COUNTY DETENTION
CENTER**

MARK J ERRAMOUSPE	PATROL DEPUTY	5,126.91
GARY D FREY	PATROL DEPUTY	4,832.61
SEAN C HENRY	PATROL DEPUTY	4,832.61
TREVOR D KIRKWOOD	PATROL DEPUTY	4,832.61
MICHAEL S KLAPPEL	PATROL DEPUTY	4,977.59
MICHAEL A MERKLEY	PATROL DEPUTY	4,977.59
DEREK A MORRELL	PATROL DEPUTY	4,255.65
SCOTT A MORRIS	PATROL DEPUTY	4,422.51
AMANDA D OLGUIN	PATROL DEPUTY	3,820.35
TODD S POPPIE	PATROL DEPUTY	4,977.59
JAMES H RHEA	PATROL DEPUTY	3,934.95
TROY R TREHEARNE	PATROL DEPUTY	4,011.36
BRAD R WALLENDORFF	PATROL DEPUTY	4,832.61
MATTHEW T WHARTON	PATROL DEPUTY	4,832.61
JOANN L GUSTKE	PATROL EQUIP COORD	3,403.99
JASON J LOVE	PATROL LT	6,543.60
JOSEPH A TOMICH	PATROL SGT	5,594.38
JEANNIE L DEMAS	PROCESS SERVER	4,058.80
DEBRA K TARUFELLI	PROCESS SERVER	3,606.22
ALICIA E TUCKER	RECORDS MANAGER	3,537.51
TERESA M ACKERMAN	WARRANTS MANAGER	3,470.12
RICKIE D HAWKINS	COLONEL	7,004.16
THERESSA D WOLF	BLDG/MAINT WORKER	4,561.68
YASMIN C HAMILTON	CLERK	3,115.16
C GAYLE TAYLOR	CLERK	3,115.16
BONNIE S BURKHOLDER	CONTROL ROOM WORKER	3,115.16
KATHERINE M BYERS	CONTROL ROOM WORKER	2,936.33
KELLY L CURELL	CONTROL ROOM WORKER	3,024.42
VERNON E HENNESAY	CONTROL ROOM WORKER	2,936.33
SARAH R HUMPHRIES	CONTROL ROOM WORKER	3,115.16
ANGELA M LOCKE	CONTROL ROOM WORKER	3,115.16
CRYSTAN R SHAFER	CONTROL ROOM WORKER	2,850.81
TERRIE J TAYLOR	CONTROL ROOM WORKER	3,115.16
MORGAN L CROY	CUSTODIAN	2,966.80
PATRICK K MCGOWAN	DETENTION CORPORAL	5,074.22
CANDACE R RAMOS	DETENTION CORPORAL	5,074.22
SHELLI J ROY	DETENTION CORPORAL	5,226.44
TAMI T ROYLANCE	DETENTION CORPORAL	5,074.22
AARON J SPRECHER	DETENTION CORPORAL	5,074.22
CRYSTALYN R	DETENTION LT	6,352.95
VALENCIANO		
BOBBY R ALLISON	DETENTION OFFICER	4,422.51
KARI D ASHLEY	DETENTION OFFICER	4,832.61
NORMAN E BATES	DETENTION OFFICER	4,832.61
MICHAEL W BEHRENS	DETENTION OFFICER	3,934.95
KEITH A BRAMWELL	DETENTION OFFICER	4,832.61
MARIE C BROWN	DETENTION OFFICER	4,832.61
BECKY A BUTTERFIELD	DETENTION OFFICER	4,977.59
FOREST H BYERS	DETENTION OFFICER	4,977.59

	STEPHANIE L CASSIDY	DETENTION OFFICER	3,820.35
	DEAN C DAWES	DETENTION OFFICER	3,934.95
	STARLA M HALLADAY	DETENTION OFFICER	4,832.61
	JOHN C HANSEN	DETENTION OFFICER	4,052.99
	JOANNA L HOOD	DETENTION OFFICER	3,934.95
	KEVIN B HOTCHKISS	DETENTION OFFICER	4,832.61
	KARI J HUBERT	DETENTION OFFICER	4,832.61
	DARREN J LAURA	DETENTION OFFICER	4,691.85
	ELIZABETH I LOPEZ	DETENTION OFFICER	4,977.59
	ANDREW G MOFFATT	DETENTION OFFICER	4,011.36
	LEELAND J REESE	DETENTION OFFICER	4,832.61
	DWAIN K SHAFE	DETENTION OFFICER	4,832.61
	MATTHEW J WEBER	DETENTION OFFICER	4,832.61
	SHAUNA L WEBER	DETENTION OFFICER	4,832.61
	GERALD R CARR	DETENTION SGT	5,594.38
	HAROLD R HAMILTON	DETENTION SGT	5,594.38
	MANDI R HAWKINS	DETENTION SGT	5,594.38
	HEATHER L YARRINGTON	DETENTION SGT	5,762.22
	MARGARET L HENNESAY	FOOD SERVICE WORKER	2,536.49
	ERIN O RANGER	FOOD SERVICE WORKER	2,690.97
	TRUDY K TORREZ	FOOD SERVICE WORKER	2,612.59
	RICHARD F DANSEREAU	KITCHEN MANAGER	4,740.56
	BECKY A SANCHEZ	OFFICE MANAGER	3,975.81
	MELISSA M ANDERSON	REGISTERED NURSE	5,874.08
	SHANNON D MCIVER	REGISTERED NURSE	5,536.89
	SHAWNA M WELTER	REGISTERED NURSE	5,702.99
EMERGENCY	DAVID M JOHNSON	EMER MGT COORD	6,050.40
MGMT/HOMELAND	JUDY K RODERICK	EMERG MGT ASST COORD	3,975.81
ANIMAL CONTROL	TRACY A HAFNER	ANIMAL CTRL OFFICER	3,825.83
	CHRISTINE L THOMAS	ANIMAL CTRL OFFICER	3,606.22
DUI SUPERVISED	KIMMIE L FELDERMAN	DSP CASEWORKER	4,052.99
PROB			
COUNTY TREASURER	ROBERT D SLAUGHTER	COUNTY TREASURER	6,250.00
	SUE L SANCHEZ	CHIEF DEPUTY-TREAS	5,312.50
	LYNNE P CLARK	DEPUTY-LICENSE CLERK	2,663.34
	RHONDA L JOHNSON	DEPUTY-LICENSE CLERK	2,663.34
	VALERIE R KNIGHT	DEPUTY-LICENSE CLERK	2,663.34
	LISA J MARSING	DEPUTY-LICENSE CLERK	2,743.24
	PAMELA S NELSEN	DEPUTY-LICENSE CLERK	3,403.99
	ANITA M TODD	DEPUTY-LICENSE CLERK	3,270.91
	LONA K LATORRE	DEPUTY-MOTOR VEH SUP	4,217.93
	LYNNE M BURROLA	DEPUTY-TAX ACCT SPEC	4,058.80
	SHELLEY A RUST	DEPUTY-TAX SUPERVSR	3,714.39

Note: all salaries are listed as gross monthly salaries or actual monthly wages, not including any fringe benefits such as health insurance costs, life insurance benefits and pension plans. The statement shall also indicate that the salaries or wages do not include any overtime that the employee may earn which would be paid by the county. The salaries or wages do not include any overtime that the employee may earn which would be paid by the county.

**The Board of County Commissioners
of 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

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 8/5/14	Name & Title of Presenter: Bonnie Phillips
Department or Organization: County Clerk	Contact Phone & E-mail: 307-872-3762
Exact Wording for Agenda: Approval of Human Service Contracts and UW Agreements	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 Mins
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: sloemakers@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.

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, AND GOLDEN HOUR SENIOR CITIZEN'S CENTER**

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and Golden Hour Senior Citizen's Center, 550 Uinta Drive, Green River, Wyoming 82935-5005.

WITNESSETH:

WHEREAS, the Board of County Commissioners for Sweetwater County, Wyoming, hereinafter "THE COUNTY," has budgeted funds to provide for certain services to the residents of Sweetwater County, Wyoming; and

WHEREAS, Golden Hour Senior Citizen's Center, hereinafter "GOLDEN HOUR", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

WHEREAS, THE COUNTY has determined that it is in the best interests of the citizens of Sweetwater County that it enter into an agreement with GOLDEN HOUR to furnish services to the citizens of Sweetwater County, Wyoming;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2014 through June 30, 2015.
2. Services. GOLDEN HOUR agrees to provide the following services to residents of Sweetwater County, Wyoming:
 - a. Home delivered meals and special diets for seniors.
 - b. Adult home care and care management
 - c. Certain health objectives, re: blood pressure cuffs, pulse oximeters, etc.
 - d. Activities for seniors.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up

to a maximum amount of \$270,000.00 for GOLDEN HOUR expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to GOLDEN HOUR'S compliance with the terms and conditions of this Agreement.

4. Payments. The parties hereto mutually agree that GOLDEN HOUR shall submit vouchers to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.
5. Responsibilities of GOLDEN HOUR: GOLDEN HOUR shall:
 - a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.
 - b. Insure that the staff hired by GOLDEN HOUR is qualified.
 - c. Insure that a good and sufficient fidelity bond covers all personnel handling money.
 - d. Comply with all requirements for identifying eligible recipients for receiving benefits, and render services in accordance with all established guidelines, rules or regulations, to the extent funds are made available.
 - e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.
 - f. Maintain detailed minutes of all GOLDEN HOUR board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for checks identifying individual clients which may be consolidated so that individual

clients cannot be identified. The minutes shall be made available for public inspection during regular business hours. The minutes shall comply with all applicable laws, rules and regulations concerning confidentiality of client records. GOLDEN HOUR may use executive sessions for the discussion of personnel or client matters where permitted by applicable law.

g. Allow THE COUNTY to examine GOLDEN HOUR'S financial records at any time.

h. Insure that a certified public accountant will conduct an annual independent financial and compliance audit and provide THE COUNTY with a copy of the audit.

i. Comply with all federal, state and local laws, rules and regulations applicable to GOLDEN HOUR with respect to the services provided pursuant to this Agreement.

j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.

6. County Responsibilities: THE COUNTY shall:

a. Consult with and advise GOLDEN HOUR as necessary with respect to the completion of GOLDEN HOUR responsibilities under this Agreement.

b. Make regular payments to GOLDEN HOUR based on vouchers received from GOLDEN HOUR, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to GOLDEN HOUR'S compliance with the terms and conditions of this Agreement.

7. Indemnification. GOLDEN HOUR shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages of any nature whatsoever to any person or property, arising out of the

acts or omissions of GOLDEN HOUR, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.

8. County Immunity. THE COUNTY does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.
9. GOLDEN HOUR Status. GOLDEN HOUR represents that it is managed by its own independent board of trustees.
10. Assignment. GOLDEN HOUR may not assign this Agreement, or its rights, duties or obligations therein, without the prior written consent of THE COUNTY, which consent will not be withheld unreasonable.
11. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notification to the other party and subject to the settlement of all outstanding accounts within thirty (30) days of the date of termination.
12. General Provisions.
 - a. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations. The parties acknowledge that there are no other agreements that have not been fully set forth herein.
 - b. This Agreement may be amended or modified only by the prior written consent of both parties.
 - c. If any provision or portion of this Agreement is held unconstitutional, invalid or otherwise unenforceable, THE COUNTY shall have the right at its sole option to

declare the Agreement void and enter into negotiations with GOLDEN HOUR for a new Agreement.

d. Headings used in this Agreement are provided for the convenience of the parties and shall not be deemed or construed to affect the substance of the Agreement.

e. Failure by either party to enforce the terms of this Agreement shall not operate as a waiver of any future enforcement.

f. Notices required or permitted under this Agreement shall be delivered personally or deposited in the United States mail, postage prepaid, to the following addresses:

(1) In the case of THE COUNTY:

Board of County Commissioners for Sweetwater County, Wyoming
80 West Flaming Gorge Way
Green River, Wyoming 82935-4250

(2) In the case of GOLDEN HOUR:

Golden Hour Senior Citizen's Center,
550 Uinta Drive
Green River, Wyoming 82935-5005

Any notice delivered by United States mail shall be deemed received three (3) days after the date of mailing.

Dated this ____ day of _____ 2014.

BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, WYOMING

By: _____
Wally Johnson, Chairman
Board of County Commissioners
for Sweetwater County, Wyoming

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this ____ day of _____ 2014.

GOLDEN HOUR
SENIOR CITIZEN'S CENTER.

By: *Beth T. [Signature]*

Title: *Executive Director*

ATTEST:

[Signature]

Title: *Office Managers/
Bookkeepers*

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, AND THE SWEETWATER COUNTY FAMILY JUSTICE
CENTER – YWCA OF SWEETWATER COUNTY**

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and the Sweetwater County Family Justice Center - YWCA of Sweetwater County, 1035 Jackson Street, P.O. Box 1667, Rock Springs, Wyoming 82902.

WITNESSETH:

WHEREAS, the Board of County Commissioners for Sweetwater County, Wyoming, hereinafter “THE COUNTY,” has budgeted funds to provide for certain services to the residents of Sweetwater County, Wyoming; and

WHEREAS, the Sweetwater County Family Justice Center - YWCA of Sweetwater County, hereinafter referred to as “THE FAMILY JUSTICE CENTER - YWCA”, is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

WHEREAS, THE COUNTY has determined that it is in the best interests of the citizens of Sweetwater County that it enter into an agreement with THE FAMILY JUSTICE CENTER - YWCA to furnish services to the citizens of Sweetwater County, Wyoming;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2014 through June 30, 2015.
2. Services. THE FAMILY JUSTICE CENTER - YWCA agrees to make available facilities and staff for the purpose of providing various educational and enrichment programs for the citizens of Sweetwater County:
 - a. To serve victims of domestic violence, sexual assault, elder abuse, child abuse, child sexual assault and stalking.

- b. To collaborate with agencies to provide wrap around services to victims of domestic violence.
 - c. Partner with RSPD, GRPD, YWCA Support and Safe House, Sweetwater County Sheriff's Office, DFS, Southwest Counseling Services, Legal Aid of Wyoming, Sweetwater County Victim Witness/Sweetwater County Attorney's Office and others as deemed appropriate from time to time.
- 3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$30,000.00 for THE FAMILY JUSTICE CENTER - YWCA expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to the availability of County funds and to THE FAMILY JUSTICE CENTER - YWCA compliance with the terms and conditions of this Agreement.
- 3. Payments. The parties hereto mutually agree that THE FAMILY JUSTICE CENTER - YWCA shall submit vouchers to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.
- 4. Responsibilities of THE FAMILY JUSTICE CENTER - YWCA: THE FAMILY JUSTICE CENTER - YWCA shall:
 - a. Use the budgeted, allocated and appropriated funds to provide services for the citizens of Sweetwater County, as specified herein. Some of said funding may be used to implement the proposed capital construction projects of THE FAMILY JUSTICE CENTER - YWCA, as specified in THE FAMILY JUSTICE CENTER - YWCA FY-2014 Funding Request. Said capital construction projects are for improvements at the property occupied by THE FAMILY JUSTICE CENTER -

YWCA at 1035 Jackson Street, P.O. Box 1667 in Rock Springs, Wyoming.

- b. Insure that the staff hired by THE FAMILY JUSTICE CENTER - YWCA is qualified.
- c. Insure that a good and sufficient fidelity bond covers all personnel handling money.
- d. Comply with all requirements for identifying eligible recipients for receiving benefits, and render services in accordance with all established guidelines, rules or regulations, to the extent funds are made available.
- e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.
- f. Maintain detailed minutes of all THE FAMILY JUSTICE CENTER - YWCA board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for checks identifying individual clients which may be consolidated so that individual clients cannot be identified. The minutes shall be made available for public inspection during regular business hours. The minutes shall comply with all applicable laws, rules and regulations concerning confidentiality of client records. THE FAMILY JUSTICE CENTER - YWCA may use executive sessions for the discussion of personnel or client matters where permitted by applicable law.
- g. Allow THE COUNTY to examine THE FAMILY JUSTICE CENTER - YWCA financial records at any time.
- h. Insure that a certified public accountant will conduct an annual independent financial and compliance audit and provide THE COUNTY with a copy of the audit.

- i. Comply with all federal, state and local laws, rules and regulations applicable to THE FAMILY JUSTICE CENTER - YWCA with respect to the services provided pursuant to this Agreement.
 - j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.
5. County Responsibilities: THE COUNTY shall:
 - a. Consult with and advise THE FAMILY JUSTICE CENTER - YWCA as necessary with respect to the completion of THE FAMILY JUSTICE CENTER - YWCA responsibilities under this Agreement.
 - b. Make regular payments to THE FAMILY JUSTICE CENTER - YWCA based on vouchers received from THE FAMILY JUSTICE CENTER - YWCA, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to THE FAMILY JUSTICE CENTER - YWCA compliance with the terms and conditions of this Agreement.
6. Indemnification. THE FAMILY JUSTICE CENTER - YWCA shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages of any nature whatsoever to any person or property, arising out of the acts or omissions of THE FAMILY JUSTICE CENTER - YWCA, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.

7. County Immunity. THE COUNTY does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.
8. THE FAMILY JUSTICE CENTER - YWCA Status. THE FAMILY JUSTICE CENTER - YWCA represents that it is managed by its own independent board of trustees.
9. Assignment. THE FAMILY JUSTICE CENTER - YWCA may not assign this Agreement, or its rights, duties or obligations therein, without the prior written consent of THE COUNTY, which consent will not be withheld unreasonable.
10. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notification to the other party and subject to the settlement of all outstanding accounts within thirty (30) days of the date of termination.
11. General Provisions.
 - a. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations. The parties acknowledge that there are no other agreements that have not been fully set forth herein.
 - b. This Agreement may be amended or modified only by the prior written consent of both parties.
 - c. If any provision or portion of this Agreement is held unconstitutional, invalid or otherwise unenforceable, THE COUNTY shall have the right at its sole option to declare the Agreement void and enter into negotiations with THE FAMILY JUSTICE CENTER - YWCA for a new Agreement.

- d. Headings used in this Agreement are provided for the convenience of the parties and shall not be deemed or construed to affect the substance of the Agreement.
- e. Failure by either party to enforce the terms of this Agreement shall not operate as a waiver of any future enforcement.
- f. Notices required or permitted under this Agreement shall be delivered personally or deposited in the United States mail, postage prepaid, to the following addresses:

(1) In the case of THE COUNTY:

Board of County Commissioners for Sweetwater County, Wyoming
80 West Flaming Gorge Way
Green River, Wyoming 82935-4250

(2) In the case of THE FAMILY JUSTICE CENTER - YWCA:

Sweetwater County Family Justice Center – YWCA of Sweetwater County
1035 Jackson Street
P.O. Box 167 1667
Rock Springs, Wyoming 82902

Any notice delivered by United States mail shall be deemed received three (3) days after the date of mailing.

Dated this ____ day of _____ 2014.

BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, WYOMING

By: _____
Wally Johnson, Chairman
Board of County Commissioners
for Sweetwater County, Wyoming

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this 21st day of July 2014.

THE FAMILY JUSTICE CENTER / YWCA

By: Margaret Libbens

Title: YWCA Board President

ATTEST:

Christie D. Hendle

Title: YWCA Executive Director

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, AND THE SWEETWATER FAMILY RESOURCE CENTER**

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and the Sweetwater Family Resource Center, 538 Pilot Butte, Rock Springs, Wyoming 82901.

WITNESSETH:

WHEREAS, the Board of County Commissioners for Sweetwater County, Wyoming, hereinafter "THE COUNTY," has budgeted funds to provide for certain services to the residents of Sweetwater County, Wyoming; and

WHEREAS, the Sweetwater Family Resource Center hereinafter "FAMILY RESOURCE CENTER", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

WHEREAS, THE COUNTY has determined that it is in the best interests of the citizens of Sweetwater County that it enter into an agreement with FAMILY RESOURCE CENTER to furnish services to the citizens of Sweetwater County, Wyoming;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2014 through June 30, 2015.
2. Services. FAMILY RESOURCE CENTER agrees to provide the following assistance to residents of Sweetwater County:
 - a. anger management services
 - b. parenting classes
 - c. supervised visitation and exchange.

The FAMILY RESOURCE CENTER will supervise visitation and assist in child exchanges to avoid confrontation between spouses.

3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$55,000.00 for FAMILY RESOURCE CENTER expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to FAMILY RESOURCE CENTER'S compliance with the terms and conditions of this Agreement.

4. Payments. The parties hereto mutually agree that FAMILY RESOURCE CENTER shall submit vouchers to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.

5. Responsibilities of FAMILY RESOURCE CENTER: FAMILY RESOURCE CENTER shall:

- a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.
- b. Insure that the staff hired by FAMILY RESOURCE CENTER is qualified.
- c. Insure that a good and sufficient fidelity bond covers all personnel handling money.
- d. Comply with all requirements for identifying eligible recipients for receiving benefits, and render services in accordance with all established guidelines, rules or regulations, to the extent funds are made available.
- e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.

- f. Maintain detailed minutes of all FAMILY RESOURCE CENTER board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for checks identifying individual clients which may be consolidated so that individual clients cannot be identified. The minutes shall be made available for public inspection during regular business hours. The minutes shall comply with all applicable laws, rules and regulations concerning confidentiality of client records. FAMILY RESOURCE CENTER may use executive sessions for the discussion of personnel or client matters where permitted by applicable law.
 - g. Allow THE COUNTY to examine FAMILY RESOURCE CENTER'S financial records at any time.
 - h. Insure that a certified public accountant will conduct an annual independent financial and compliance audit and provide THE COUNTY with a copy of the audit.
 - i. Comply with all federal, state and local laws, rules and regulations applicable to FAMILY RESOURCE CENTER with respect to the services provided pursuant to this Agreement.
 - j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.
6. County Responsibilities: THE COUNTY shall:
- a. Consult with and advise FAMILY RESOURCE CENTER as necessary with respect to the completion of FAMILY RESOURCE CENTER responsibilities under this Agreement.
 - b. Make regular payments to FAMILY RESOURCE CENTER based on vouchers received from FAMILY RESOURCE CENTER, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and

availability of funds and to FAMILY RESOURCE CENTER'S compliance with the terms and conditions of this Agreement.

7. Indemnification. FAMILY RESOURCE CENTER shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages of any nature whatsoever to any person or property, arising out of the acts or omissions of FAMILY RESOURCE CENTER, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.
8. County Immunity. THE COUNTY does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.
9. FAMILY RESOURCE CENTER Status. FAMILY RESOURCE CENTER represents that it is managed by its own independent board of trustees.
10. Assignment. FAMILY RESOURCE CENTER may not assign this Agreement, or its rights, duties or obligations therein, without the prior written consent of THE COUNTY, which consent will not be withheld unreasonable.
11. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notification to the other party and subject to the settlement of all outstanding accounts within thirty (30) days of the date of termination.

12. General Provisions.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations. The parties acknowledge that there are no other agreements that have not been fully set forth herein.

b. This Agreement may be amended or modified only by the prior written consent of both parties.

c. If any provision or portion of this Agreement is held unconstitutional, invalid or otherwise unenforceable, THE COUNTY shall have the right at its sole option to declare the Agreement void and enter into negotiations with FAMILY RESOURCE CENTER for a new Agreement.

d. Headings used in this Agreement are provided for the convenience of the parties and shall not be deemed or construed to affect the substance of the Agreement.

e. Failure by either party to enforce the terms of this Agreement shall not operate as a waiver of any future enforcement.

f. Notices required or permitted under this Agreement shall be delivered personally or deposited in the United States mail, postage prepaid, to the following addresses:

(1) In the case of THE COUNTY:

Board of County Commissioners for Sweetwater County, Wyoming
80 West Flaming Gorge Way
Green River, Wyoming 82935-4250

(2) In the case of FAMILY RESOURCE CENTER:

The Sweetwater County Family Resource Center
538 Pilot Butte
Rock Springs, Wyoming 82901

Any notice delivered by United States mail shall be deemed received three (3) days after the date of mailing.

Dated this ____ day of _____ 2014.

BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, WYOMING

By: _____
Wally Johnson, Chairman
Board of County Commissioners
for Sweetwater County, Wyoming

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this ____ day of _____ 2014.

THE SWEETWATER COUNTY
FAMILY RESOURCE CENTER

By: Michael E. McEwen
Title: Board President

ATTEST:

Title: _____

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, AND YOUNG AND HEART SENIOR CITIZEN'S CENTER**

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and Young and Heart Senior Citizen's Center, 538 Pilot Butte Ave., Rock Springs, Wyoming 82901-5369.

WITNESSETH:

WHEREAS, the Board of County Commissioners for Sweetwater County, Wyoming, hereinafter "THE COUNTY," has budgeted funds to provide for certain services to the residents of Sweetwater County, Wyoming; and

WHEREAS, Young at Heart Senior Citizen's Center, hereinafter "YOUNG AT HEART", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

WHEREAS, THE COUNTY has determined that it is in the best interests of the citizens of Sweetwater County that it enter into an agreement with YOUNG AT HEART to furnish services to the citizens of Sweetwater County, Wyoming;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2014 through June 30, 2015, and may, if not supplanted by a new Agreement, or terminated pursuant to the terms hereof, continue on a month-to-month basis for not more than three months thereafter.
2. Services. YOUNG AT HEART agrees to provide the following services to residents of Sweetwater County, Wyoming:
 - a. Home delivered meals and special diets for seniors.
 - b. Adult home care and care management

- c. Certain health objectives, re: blood pressure cuffs, pulse oximeters, etc.
 - d. Activities for seniors.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$304,672.00 for YOUNG AT HEART expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to YOUNG AT HEART'S compliance with the terms and conditions of this Agreement.
4. Furniture and Equipment. The parties mutually understand and agree that it may be necessary at times for YOUNG AT HEART to use allocated funds for the purchase of furniture and equipment to facilitate the provision of services hereunder. YOUNG AT HEART agrees that any furniture or equipment with a purchase price of Four Hundred Dollars (\$400.00) or more shall become the property of and be turned over to THE COUNTY in the event YOUNG AT HEART ceases to provide the services specified herein to residents of Sweetwater County or THE COUNTY ceases to provide funding to YOUNG AT HEART for said services. YOUNG AT HEART shall maintain said property in good condition and maintain sufficient property and casualty insurance on said property. The parties mutually agree that this provision shall survive the expiration of the term of this Agreement.
5. Payments. The parties hereto mutually agree that YOUNG AT HEART shall submit vouchers to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.
6. Responsibilities of YOUNG AT HEART: YOUNG AT HEART shall:
- a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.

- b. Insure that the staff hired by YOUNG AT HEART is qualified.
- c. Insure that a good and sufficient fidelity bond covers all personnel handling money.
- d. Comply with all requirements for identifying eligible recipients for receiving benefits, and render services in accordance with all established guidelines, rules or regulations, to the extent funds are made available.
- e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.
- f. Maintain detailed minutes of all YOUNG AT HEART board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for checks identifying individual clients which may be consolidated so that individual clients cannot be identified. The minutes shall be made available for public inspection during regular business hours. The minutes shall comply with all applicable laws, rules and regulations concerning confidentiality of client records. YOUNG AT HEART may use executive sessions for the discussion of personnel or client matters where permitted by applicable law.
- g. Allow THE COUNTY to examine YOUNG AT HEART'S financial records at any time.
- h. Insure that a certified public accountant will conduct an annual independent financial and compliance audit and provide THE COUNTY with a copy of the audit.
- i. Comply with all federal, state and local laws, rules and regulations applicable to YOUNG AT HEART with respect to the services provided pursuant to this Agreement.

- j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.
7. County Responsibilities: THE COUNTY shall:
 - a. Consult with and advise YOUNG AT HEART as necessary with respect to the completion of YOUNG AT HEART responsibilities under this Agreement.
 - b. Make regular payments to YOUNG AT HEART based on vouchers received from YOUNG AT HEART, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to YOUNG AT HEART'S compliance with the terms and conditions of this Agreement.
8. Indemnification. YOUNG AT HEART shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages of any nature whatsoever to any person or property, arising out of the acts or omissions of YOUNG AT HEART, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.
9. County Immunity. THE COUNTY does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.
10. YOUNG AT HEART Status. YOUNG AT HEART represents that it is managed by its own independent board of trustees.
11. Assignment. YOUNG AT HEART may not assign this Agreement, or its rights, duties

or obligations therein, without the prior written consent of THE COUNTY, which consent will not be withheld unreasonable.

12. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notification to the other party and subject to the settlement of all outstanding accounts within thirty (30) days of the date of termination.

13. General Provisions.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations. The parties acknowledge that there are no other agreements that have not been fully set forth herein.

b. This Agreement may be amended or modified only by the prior written consent of both parties.

c. If any provision or portion of this Agreement is held unconstitutional, invalid or otherwise unenforceable, THE COUNTY shall have the right at its sole option to declare the Agreement void and enter into negotiations with YOUNG AT HEART for a new Agreement.

d. Headings used in this Agreement are provided for the convenience of the parties and shall not be deemed or construed to affect the substance of the Agreement.

e. Failure by either party to enforce the terms of this Agreement shall not operate as a waiver of any future enforcement.

f. Notices required or permitted under this Agreement shall be delivered personally or deposited in the United States mail, postage prepaid, to the following addresses:

(1) In the case of THE COUNTY:

Board of County Commissioners for Sweetwater County, Wyoming
80 West Flaming Gorge Way
Green River, Wyoming 82935-4250

(2) In the case of YOUNG AT HEART:

Young at Heart Senior Citizen's Center.
538 Pilot Butte Avenue
Rock Springs, Wyoming 82901-5369

Any notice delivered by United States mail shall be deemed received three (3) days after the date of mailing.

Dated this ____ day of _____ 2014.

BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, WYOMING

By: _____
Wally Johnson, Chairman
Board of County Commissioners
for Sweetwater County, Wyoming

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this 22 day of July 2014.

YOUNG AT HEART
SENIOR CITIZEN'S CENTER.

By: Nancy Brown
Title: Board Chairman

ATTEST:

Joanne Cox
Title: Executive Director 7-21-14

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, AND THE YWCA OF SWEETWATER COUNTY**

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and YWCA of Sweetwater County, P.O. Box 1667, Rock Springs, Wyoming 82902-1667.

WITNESSETH:

WHEREAS, the Board of County Commissioners for Sweetwater County, Wyoming, hereinafter "THE COUNTY," has budgeted funds to provide for certain services to the residents of Sweetwater County, Wyoming; and

WHEREAS, YWCA of Sweetwater County, hereinafter "YWCA", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

WHEREAS, THE COUNTY has determined that it is in the best interests of the citizens of Sweetwater County that it enter into an agreement with YWCA to furnish services to the citizens of Sweetwater County, Wyoming;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2014 through June 30, 2015.
2. Services. YWCA agrees to provide the following services to residents of Sweetwater County, Wyoming:

- a. S.A.S.H. Program: Coordinate and administrate the YWCA Support and Safe House to address the needs of battered persons and their children and to create alternatives for them. Provide public education on the subject of domestic violence and sexual assault by way of lectures, films, discussion groups, training, etc. Provide referral services and/or short-term peer counseling to victims of sexual assault and domestic violence and their children. Operate a shelter for battered women and their

children, which provides a safe place for them to stay; provide men and their children with comparable alternative shelter.

b. Child Care Program: Provide childcare for children in Rock Springs and Green River, including a sliding scale for low-income families.

c. Big Brothers/Big Sisters Program: Provide service and coordinate the placement of children in need with adult volunteers to provide for friendship and one-on-one relationships.

3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$320,548.00 for YWCA expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to YWCA'S compliance with the terms and conditions of this Agreement.

4. Payments. The parties hereto mutually agree that YWCA shall submit vouchers to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.

5. Responsibilities of YWCA: YWCA shall:

a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.

b. Insure that the staff hired by YWCA is qualified.

c. Insure that a good and sufficient fidelity bond covers all personnel handling money.

d. Comply with all requirements for identifying eligible recipients for receiving benefits, and render services in accordance with all established guidelines, rules or

regulations, to the extent funds are made available.

e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.

f. Maintain detailed minutes of all YWCA board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for checks identifying individual clients which may be consolidated so that individual clients cannot be identified. The minutes shall be made available for public inspection during regular business hours. The minutes shall comply with all applicable laws, rules and regulations concerning confidentiality of client records. YWCA may use executive sessions for the discussion of personnel or client matters where permitted by applicable law.

g. Allow THE COUNTY to examine YWCA'S financial records at any time.

h. Insure that a certified public accountant will conduct an annual independent financial and compliance audit and provide THE COUNTY with a copy of the audit.

i. Comply with all federal, state and local laws, rules and regulations applicable to YWCA with respect to the services provided pursuant to this Agreement.

j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.

6. County Responsibilities: THE COUNTY shall:

a. Consult with and advise YWCA as necessary with respect to the completion of YWCA responsibilities under this Agreement.

b. Make regular payments to YWCA based on vouchers received from YWCA, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to YWCA'S compliance with the terms and conditions of this Agreement.

7. Indemnification. YWCA shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages of any nature whatsoever to any person or property, arising out of the acts or omissions of YWCA, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.

8. County Immunity. THE COUNTY does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.

9. YWCA Status. YWCA represents that it is managed by its own independent board of trustees.

10. Assignment. YWCA may not assign this Agreement, or its rights, duties or obligations therein, without the prior written consent of THE COUNTY, which consent will not be withheld unreasonable.

11. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notification to the other party and subject to the settlement of all outstanding accounts within thirty (30) days of the date of termination.

12. General Provisions.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations. The parties acknowledge that there are no other agreements that have not been fully set forth herein.

b. This Agreement may be amended or modified only by the prior written consent of both parties.

c. If any provision or portion of this Agreement is held unconstitutional, invalid or otherwise unenforceable, THE COUNTY shall have the right at its sole option to declare the Agreement void and enter into negotiations with YWCA for a new Agreement.

d. Headings used in this Agreement are provided for the convenience of the parties and shall not be deemed or construed to affect the substance of the Agreement.

e. Failure by either party to enforce the terms of this Agreement shall not operate as a waiver of any future enforcement.

f. Notices required or permitted under this Agreement shall be delivered personally or deposited in the United States mail, postage prepaid, to the following addresses:

(1) In the case of THE COUNTY:

Board of County Commissioners for Sweetwater County, Wyoming
80 West Flaming Gorge Way
Green River, Wyoming 82935-4250

(2) In the case of YWCA:

YWCA of Sweetwater County,
P.O. Box 1667
Rock Springs, Wyoming 82902-1667

Any notice delivered by United States mail shall be deemed received three (3) days after the date of mailing.

Dated this _____ day of _____ 2014.

BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, WYOMING

By: _____
Wally Johnson, Chairman
Board of County Commissioners
for Sweetwater County, Wyoming

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this 21st day of July 2014.

YWCA OF SWEETWATER COUNTY.

By: Margaret Hibbens
Title: YWCA Board President

ATTEST:

Christie DeGendyle
Title: YWCA Executive Director

 UNIVERSITY
of WYOMING
EXTENSION
SWEETWATER COUNTY
2500 College Drive, A-700
Rock Springs, WY 82901
307-352-6775 or 307-872-6310
FAX 307-352-6779

Memo

To: Dale Davis

From: Josefina Ibarra jibarra2@uwyo.edu

Date: June 16, 2014

Re: FY 2015 County/UW Agreements

Enclosed are the salary agreements for UW Extension staff in Sweetwater County. Please ensure the agreements are signed by the Commission Chairman and return them to me as soon as possible and retain a copy for your records. A final copy will be sent to you once all the signatures are obtained.

The agreements include:

- Sweetwater County University Extension Educator/4-H. County pays 50% of total salary.
- Sweetwater County 4-H Clerical. County pays 100 percent of salary and benefits.
- Sweetwater Horticulture. County pays 100 percent of salary and benefits

If you have any questions, please don't hesitate to contact me.

EXTENDED PROFESSIONAL SERVICE AGREEMENT

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

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

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

NOW THEREFORE, for and in consideration of the covenants and agreements of each to the other running, and for other good and valuable consideration as herein contained, the said parties agree as follows: In return for the above services, the County will contribute \$16,600.00 annually to the University of Wyoming Extension.

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

Four payments of \$4,150.00 due in October, 2014 and January, April and June, 2015.

THE TERMS AND CONDITIONS OF THIS AGREEMENT shall be and remain in force and effect from July 1, 2014, until June 30, 2015 unless terminated by mutual consent of the two parties involved.

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

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

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

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

IN WITNESS WHEREOF, the Board of Commissioners of Sweetwater County, has caused this agreement to be executed by its Chairman on the _____ day of _____, 2014, and the University of Wyoming has caused the same to be executed by the Vice President for Finance of the University of Wyoming on this _____ day of _____, 2014, and the Director of UW Extension this _____ day of _____, 2014.

Board of County Commissioners
Sweetwater County

Chairman

Director
UW Extension
University of Wyoming

Procurement Services Manager
University of Wyoming

SALARY CONTRIBUTION AGREEMENT

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

WITNESSETH that whereas, under the Federal Smith-Lever Act, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the County desires an additional Extension professional, for the purpose of assisting and encouraging the development of 4-H and other youth programming. This position is currently held by Sharon Reiter.

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

NOW THEREFORE, for and in consideration of the covenants and agreements of each to the other running, and for other good and valuable consideration as herein contained, the said parties agree as follows: In return for the above services, the County will contribute \$21,000.00 annually to the University of Wyoming Extension.

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

Four payments of \$5,250.00 due in October, 2014 and January, March, and June 2014.

THE TERMS AND CONDITIONS OF THIS AGREEMENT shall be and remain in force and effect from July 1, 2014, until June 30, 2015, unless terminated by mutual consent of the two parties involved.

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

Neither party waives its sovereign immunity by entering into this agreement; and, each

fully retains all immunities and defenses provided by law with regard to any action based on this agreement.

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

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

IN WITNESS THEREOF:

Board of County Commissioners – Sweetwater County

Chairman

Date

Director, University of Wyoming Extension

Date

Procurement Services Manager
University of Wyoming

Date

SALARY CONTRIBUTION AGREEMENT

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

WITNESSETH that whereas, under the Federal Smith-Lever Act, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the County desires an additional Extension professional, for the purpose of assisting and encouraging 4-H secretarial and clerical support. This position is currently held by Pam McGarvey.

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

NOW THEREFORE, for and in consideration of the covenants and agreements of each to the other running, and for other good and valuable consideration as herein contained, the said parties agree as follows: In return for the above services, the County will contribute \$49,280.00 annually to the University of Wyoming Extension.

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

Four payments of \$12,320.00 due in October, 2014 and January, March, and June 2015.

THE TERMS AND CONDITIONS OF THIS AGREEMENT shall be and remain in force and effect from July 1, 2014, until June 30, 2015, unless terminated by mutual consent of the two parties involved.

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

Neither party waives its sovereign immunity by entering into this agreement; and, each

fully retains all immunities and defenses provided by law with regard to any action based on this agreement.

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

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

IN WITNESS THEREOF:

Board of County Commissioners – Sweetwater County

Chairman

Date

Director, University of Wyoming Extension

Date

Procurement Services Manager
University of Wyoming

Date

Sweetwater County Board Appointments

Solid Waste Disposal District (Eden Valley)

3 Year Term

Due to expiring term of Scott Johnson

Effective 7-1-14

ELIGIBLE FOR RE-APPOINTMENT

Scott Johnson

Yes	No

New Applicant(s)-

Shirley DeLambert

Yes	No

RECEIVED

JUN 25 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 |

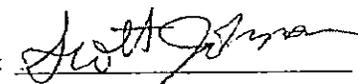
APPLICANT CONTACT INFORMATION:

NAME: Scott Johnson

ADDRESS: PO Box 45
Farson, WY 82932

Phone: 307-273-9230

E-mail: cowboy58@bwea.net

Signature: 

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

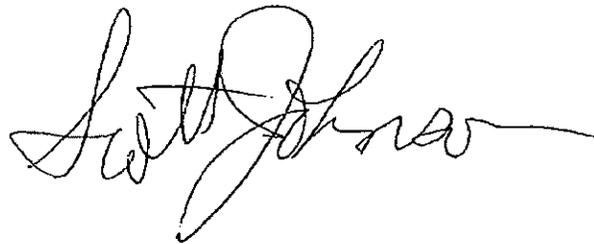
The Knowledge + Skills that I Bring to this Board are:

1. I am currently The Secretary/Treasurer
2. Have been on the Board for about 6 years
3. I have knowledge about what is going on with The dump
4. Been involved in all aspects of the Dump.

RECEIVED

JUN 25 2014

SWEETWATER COUNTY
COMMISSIONER'S OFFICE



6-25-14

To: Sally Shoemaker
Clerk
307-872-3992

From: Scott Johnson
307-273-9230

RE: Eden Valley Solid Waste
District Board Application

Date: 6-25-14

Pages: 3 pages including cover

RECEIVED
JUN 25 2014
SWEETWATER COUNTY
COMMISSIONER'S OFFICE

RECEIVED

JUL 15 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.

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 was one of the original ones that got it started.

- 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: Shirley Delambert

Address: 22 Eden N 1st East

City, State: Eden, WY 82932

Phone: 307-705-5053

E-mail: shirleydelambert@gmail.com

APPLICANT SIGNATURE:

Shirley De Lambert Date: 7/11/14

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

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 8-5-2014	Name & Title of Presenter: Pat Drinkle, Sweetwater Co Assessor
Department or Organization: Assessor's Office	Contact Phone & E-mail:
Exact Wording for Agenda: Approval of Mill Levy	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Morning 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.

Mill Levy Worksheet

Tax Year 2014

	REQUIRED	SUGGESTED LEVY	ACTUAL	WILL FUND
	12.0 MILL DISTRIBUTION		12.00000	\$ 33,955,140
\$2,829,595,031				
GENERAL			9.21225	\$ 26,066,937
COUNTY HOSPITAL	\$847,739	0.34754	0.34754	\$ 983,397
COUNTY LIBRARY	\$3,062,501	1.11117	1.11117	\$ 3,144,161
COUNTY FAIR OPERATION	\$1,835,751	0.77544	0.77544	\$ 2,194,181
COUNTY MUSEUM OPERATION	\$247,164	0.11641	0.11641	\$ 329,393
MENTAL HEALTH	\$699,975	0.27112	0.27112	\$ 767,160
AIRPORT OPERATION		0.00000		\$ -
CIVIL DEFENSE		0.00000		\$ -
COUNTY BUILDING FUND		0.00000		\$ -
RECREATION PURPOSES	\$466,767	0.16607	0.16607	\$ 469,911
PUBLIC HEALTH PURPOSES		0.00000		\$ -
			12.00000	\$ 33,955,140
COUNTY WIDE WEED & PEST	1,608,999	0.56863	0.569	\$ 1,610,040
WESTERN WYOMING COLLEGE			4.000	\$ 11,318,380
OPTIONAL - BOARD APPROVED			1.000	\$ 2,829,595
SWEETWATER BOCES			0.225	\$ 636,659
TOTAL WWCC LEVY			5.225	\$ 14,784,634
TOTAL COUNTY, WWC, WEED & PEST			17.794	\$ 50,349,814
STATE SCHOOL FOUNDATION PROGRAM			12.000	\$ 33,955,140
MANDATORY COUNTY-WIDE SCHOOL LEVY			6.000	\$ 16,977,570

Mill Levy Worksheet
Tax Year 2014

S.D. # 1		MILL LEVY	WILL FUND
	\$1,657,119,955	25.000	\$ 41,427,999
MAINTENANCE, RECREATIONAL		1.000	\$ 1,657,120
SWEETWATER BOCES		0.500	\$ 828,560
REGION V BOCES		0.200	\$ 331,424
TOTAL S.D. # 1 LEVY		26.700	\$ 44,245,103
S.D. # 2		MILL LEVY	WILL FUND
	\$1,013,455,514	25.000	\$ 25,336,388
SWEETWATER BOCES		0.500	\$ 506,728
REGION V BOCES (C BAR V & ROOSEVELT)		0.200	\$ 202,691
REGION V BOCES		0.000	\$ -
RECREATION		1.000	\$ 1,013,456
BOND REDEMPTION/ POOL		1.813	\$ 1,837,395
TOTAL S.D. #2 LEVY		28.513	\$ 28,896,658
S.D. # 1C		MILL LEVY	WILL FUND
	\$159,019,562	25.000	\$ 3,975,489
RECREATION		1.000	\$ 159,020
ADULT EDUCATION (W.S. 21-12-103)		1.500	\$ 238,529
BOCES		0.500	\$ 79,510
BOCES VOTER APPROVED		0.500	\$ 79,510
BOND REDEMPTION (FLAT MILL LEVY TO BE APPLIED)		2.450	\$ 389,598
TOTAL S.D. # 1C LEVY		30.950	\$ 4,921,656
	CITIES	VALUATION	
ROCK SPRINGS	\$210,492,015	8.000	1,683,936
GREEN RIVER	\$81,796,169	8.000	654,369
SUPERIOR	\$837,084	8.000	6,697
GRANGER	\$1,569,444	8.000	12,556
WAMSUTTER	\$4,464,618	8.000	35,717
BAILROIL	\$45,523,898	8.000	364,191

Certified Value	Funded by Prop Tax	Mill Levy Required	Funded - Other Motor Vehicle Fees, etc	Total Amt funded
\$2,829,595,031				
	Assessor's Mill Levy Worksheet			Budget Resolution Tax Requirement
General County	26,066,937	9.2122500	\$1,765,442	\$27,832,379
Events Complex	2,194,181	0.7754400	\$148,606	\$2,342,787
Library	3,144,161	1.1111700	\$212,946	\$3,357,107
Hospital - Maintenance	983,397	0.3475400	\$66,603	\$1,050,000
Museum	329,393	0.1164100	\$22,309	\$351,702
Recreation	469,911	0.1660700	\$31,826	\$501,737
Mental Health	767,160	0.2711200	\$51,957	\$819,117
TOTALS	33,955,140	12.0000000	\$2,299,689	\$36,254,829

NOTE - The Resolution to Provide Income Necessary to Finance Budget (Page 4) listed Tax Requirement Amounts which included monies other than current taxes. The tax mill levy listed on the Resolution was calculated against the certified property tax value of \$2,829,595,031 which accounts for the difference between the Assessor's Mill Levy Worksheet and the Resolution.

FISCAL YEAR 2015 CONTRACT

For
Services to Victims of Crime Between
The Office of the Attorney General, Division of Victim Services
and
Sweetwater County Attorney Victim Witness

1. **Parties.** The parties to this Contract are Sweetwater County Attorney Victim Witness (Contractor), whose address is 80 W Flaming Gorge Way STE 21 Green River, WY 82935, and the Office of the Attorney General, Division of Victim Services (Division), whose address is 122 West 25th Street, Herschler Building 1st Floor West, Cheyenne, WY 82002.

2. **Purpose of Contract.** The purpose of this Contract is to provide funds to Wyoming Victim Service Providers.

Provision of Services: The Contractor shall provide services to victims of all crime as defined by and in accordance with applicable federal law, state law, the applicable Rules and Regulations of the Division of Victim Services and the approved strategic plan, grant proposals, and budgets on file at the Division. The Contractor agrees to adhere to all federal grant requirements and the assurances, Attachment A, which is attached and made a part of this Contract and is being signed simultaneously with this Contract.

3. **Term of Contract.** This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of this Contract is from July 1, 2014 to June 30, 2015. All services shall be completed during this term.

4. **Reimbursement.** The Division agrees to reimburse Contractor for the services described herein.

A. **Reimbursement.** The Division agrees to reimburse Contractor for services described herein. The total reimbursement under this Contract shall not exceed \$92,569.00 (Ninety-two thousand five hundred sixty-nine dollars). No reimbursement shall be made prior to the Effective Date of this Contract. The **MAXIMUM** amount payable under this Contract is \$92,569.00 (Ninety-two thousand five hundred sixty-nine dollars) and is allocated as follows:

1. The following federal funds must support the project as outlined in the FY2015 approved grant proposal:
 - a. VAWA: \$7,859.00 (P). Funds will be paid from the 2013-WF-AX-0057 VAWA-STOP grant, CFDA #16.588 for a VAWA prosecution project.

2. The following FY2015 state funds must support the project as outlined in the FY2015 approved grant proposal:

- a. State Family Violence funds: \$0.00.
- b. State Victim Witness funds: \$58,833.00.
- c. State funds for salaries: \$8,741.00
- d. State Surcharge funds: \$17,136.00.
- e. State Child Advocacy Project funds: \$0.00.

B. Suspension of Reimbursement

- 1. If the Contractor is not in compliance with the Division's Rules and Regulations (see section 5 (B) and 6 (B) below) the Division may withhold reimbursement for the month following the noncompliance and suspend future reimbursements until the Contractor is in compliance.

5. Responsibilities of Contractor.

- A. Performance Accountability. The Contractor's governing body shall be accountable for the performance of this Contract.
- B. Compliance With Rules. The Contractor shall comply with all applicable Rules and Regulations of the Division of Victim Services. In the event the Contractor's monthly statistics, fiscal, progress, or project summary reports are thirty (30) days late, the Division may withhold further reimbursements until all reports are made current.
- C. Management Information System. The Contractor shall submit to the Division by electronic submission, accurate information on each client in the manner required by Division.
- D. Financial Records and Reports. The Contractor shall maintain accounting records and documents in accordance with generally accepted accounting procedures and provide financial reports as may be requested by the Division.
- E. Monitoring and Evaluation. The Contractor agrees to monitoring and evaluation of programs, services, and Contract compliance, to be conducted by staff of the Division in accordance with the applicable Rules and Regulations of the Division of Victim Services.
- F. Corrective Action. The Contractor shall take corrective action in a timely manner to remedy any deficiencies affecting compliance with this Contract and/or to

remedy any deficiencies affecting substantial compliance with the applicable Rules and Regulations of the Division of Victim Services.

- G. Minutes. Copies of minutes of board of directors' meetings will be on file at the Contractor's office and made available for review upon request of the Division.
- H. Required Meetings. The Contractor will ensure representation at grantee meetings, and management and program trainings convened by or on behalf of the Division.

6. **Responsibilities of the Division.**

- A. Consultation. The Division shall consult with and advise the Contractor, as necessary, to enable the Contractor to complete its duties under this Contract.
- B. Withholding Payments. The Division shall reimburse the Contractor, upon receipt of monthly invoices, unless the Contractor has failed to meet the requirements of this Contract, at which time the Division shall notify the applicable president or chairman of the board or administering agency designee of such noncompliance. Failure to take prompt corrective action may result in the Division withholding reimbursements until appropriate corrective action has been taken. If such action is not taken, the Contract may be terminated in accordance with the applicable Rules and Regulations of the Division of Victim Services or Section 8, paragraph U of this Contract.
- C. Monitoring and Evaluation. The Division shall monitor and evaluate the Contractor's compliance with the conditions and provisions set forth in this Contract.

7. **Special Provisions**

- A. Source of Funds. Funds for this Contract are a combination of federal funds made available by the U.S. Congress and state general funds made available by the Wyoming Legislature. There is no obligation on the part of the State of Wyoming to continue these services with state general funds or with federal funds.
- B. Interest on Funds. The Contractor may not draw interest payments on funds made available through this Contract.
- C. Prohibited Uses of Funds. Funds made available to the Contractor through this Contract shall be used for purposes specified in the Contract and not for any other purpose. Prohibited uses of funds include, but are not limited to:
 - 1. Capital construction projects or the purchase of buildings or other long-term capital investments unless otherwise specifically provided herein;

2. Payment of expenses for lobbying for state and federal funds, including travel, per diem, telephone, printing, or services of a lobbyist.
- D. Services for Full Term of Contract. The Contractor shall comply with all requirements of this Contract and shall provide all contracted services.
- E. Full-time County Offices. The Contractor agrees to maintain a full-time office in Sweetwater County in accordance with the Contractor's application for funding.
- F. Prohibition of Subcontracting. The Contractor shall not subcontract any services purchased under this Contract without prior written approval of the Division. If the Division approves a subcontract arrangement by the Contractor, the Contractor shall retain full program and fiscal responsibility for subcontracted services.
- G. No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- H. Nondiscrimination. The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.
- I. Limitations on Lobbying Activities. By signing this agreement, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- J. Publicity. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor and related to the services and work to be performed under this agreement, shall identify the Office of the Attorney General, Division of Victim Services as the sponsoring agency and shall not be released without prior written approval of Division.
- K. Human Trafficking. As required by 22 U.S.C. 7104(g) and 2 C.F.R. 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 the award is in effect;
 2. Procures a commercial sex act during the period of time the award is in

- F. Availability of Funds. Each payment obligation of the Division is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated or available for the continuance of the services performed by the Contractor, the Contract may be terminated by the Division at the end of the period for which the funds are available. The Division shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. The parties agree that no penalty shall accrue to the Division in the event this provision is exercised, and the Division shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- G. Award of Related Contracts. The Division, under the applicable Rules and Regulations of the Division of Victim Services, may undertake or award to another contractor successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Division in all such cases.
- H. Certificate of Good Standing. Contractor shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
- I. Compliance with Law. The Contractor shall keep informed of and comply with all applicable federal and state laws and federal and state rules and regulations in the performance of this Contract, specifically including: Wyo. Stat. § 1-40-118(b), Wyoming Nonprofit Corporations Act, Wyo. Stat. §§ 17-19-101 through 17-19-1807, the applicable Rules and Regulations of the Division of Victim Services, and all subsequent amendments which relate to this Contract and the services to be provided.
- J. Entirety of Contract. This Contract, consisting of ten (10) pages, Attachment A, consisting of four (4) pages, Attachment B, OMB A-133, consisting of one (1) page, and the Contractor's approved strategic plan and the grant proposals, which are on file with the Division, represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral. In the event of conflict between the language of this contract and any Attachments, this Contract shall control.
- K. Ethics. Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract, including Executive Branch Code of Ethics (Executive Order 1997-4), the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Contractor's profession.
- L. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may

include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- M. Indemnification. Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- N. Independent Contractor. The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the terms of this Contract, Contractor shall be free from control or direction over detail of performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Division, or to incur any obligation of any kind on behalf of the State of Wyoming or the Division. The Contractor agrees that no health/hospitalization benefits, worker's compensation, unemployment, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.
- O. Kickbacks. The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violated this warranty, the Division may, at its discretion, terminate this Contract without liability to the Division, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- P. Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.
- Q. Prior Approval. This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, approved by the Office of the Attorney General, filed

with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).

- R. Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- S. Sovereign/Governmental Immunity. The State of Wyoming and the Division do not waive their sovereign immunity nor does the Contractor waive its governmental immunity by entering into the Contract, and each specifically retain immunity and all defenses available to them as sovereigns or as a governmental entity pursuant to Wyo. Stat. § 1-39-104(a) and all other state or federal law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.
- T. Suspension and Debarment. By signing this agreement Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.epls.gov. Further, Contractor agrees to notify the Division by certified mail should it or of any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.
- U. Termination of Contract. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice of termination to the other party or parties to this Contract. This Contract may be terminated by the Division immediately for cause if the Contractor fails to perform in accordance with the terms and conditions set forth in this Contract.

The Contractor agrees to termination of the Contract in accordance with the applicable Rules and Regulations of the Division of Victim Services after the occurrence of any of the following events unless the deficiency is corrected to the satisfaction of the Division:

1. The Contractor is not using contract funds for contract purposes;
2. The contract program is not providing services to victims of crime consistent with § 1-40-118(b);
3. The program is not of an acceptable standard or quality under the applicable Rules and Regulations of the Division of Victim Services;

4. The Contractor is not complying with the terms of the Contract; or,
 5. The Contractor commits an act or omission in violation of federal, state, or local laws or rules of the Division which would affect services to clients served under this Contract.
- 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 Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- W. Waiver. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

INTENTIONALLY LEFT BLANK

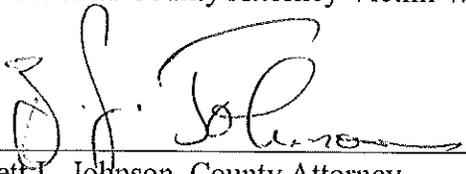
9. **Signatures.** In witness thereof, the parties to this Contract through their duly authorized representatives have executed this Contract on the day and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of the Contract as set forth herein.

This Contract is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

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

CONTRACTOR:

Sweetwater County Attorney Victim Witness



Brett L. Johnson, County Attorney
Sweetwater County Attorney Victim Witness

7/28/19
Date

DIVISION:

Office of the Attorney General, Division of Victim Services

Cara Boyle Chambers, Director
Division of Victim Services

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



Kristin M. Nuss
Senior Assistant Attorney General

07-01-14
Date

CERTIFIED ASSURANCES AND SPECIAL PROVISIONS:

The applicant hereby certifies the project described in this application meets all the requirements of the Victims of Crime Act, 1984, as amended and/or the Violence Against Women Act of 2005, all information contained in the application is correct, there has been appropriate coordination with affected agencies and the applicant will comply with all provisions of the Act and all other applicable Federal and state laws, rules and regulations that have been or may hereafter be established.

Eligible victims' assistance programs, which receive funding from VOCA and/or VAWA funding, are required to sign a contract assuring they will:

- A. Adhere to any and all federal and state laws, federal and state rules and regulations.
- B. Submit statistical reports as required by the Division of Victim Services (Division).
- C. Submit to an on-site evaluation conducted by the staff of the Grantee, or designee.
- D. Agree to cooperate and coordinate with all relevant state, local, or federal law enforcement and prosecution agencies, including the Law Enforcement Victim-Witness Coordinator in the United States Attorney's Office for the District of Wyoming.
- E. Victim safety: The Subgrantee understands that victim safety is a guiding principle that underlies the grant programs. The goals and services of the Subgrantee shall reflect this principle accordingly.
- F. Civil Rights Requirements.
 1. Subgrantee shall comply with any applicable statutorily-imposed nondiscrimination requirements which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S.

Attachment A

*To the Contract for Services between
The Office of the Attorney General, Division of Victim Services
and
Sweetwater County Attorney Victim Witness.*

Department of Justice Equal Treatment for Faith-Based Organizations).

2. Subgrantee shall supply, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination, after a due process hearing on the grounds of race, color, religion, national origin, sex, age, or handicap against Subgrantee, copies of the finding to the Office of Civil Rights Compliance, Office of Justice Programs and to the Division of Victim Services, 122 W. 25th, 1st Floor West, Cheyenne, Wyoming, 82002.
 3. Subgrantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs and the Division, if required to maintain one; otherwise, it will provide a certification to the Office for Civil Rights, Office of Justice Programs and the Division that it has a current EEOP on file, if required to maintain one. For subgrantee agencies receiving less than \$25,000; or subgrantee agencies with less than 50 employees, regardless of the amount of the award, no EEOP is required. Information about civil rights obligations of subgrantees can be found at <http://www.ojp.usdoj.gov/ocr/>.
 4. Subgrantees that receive more than a total of \$500,000.00 in federal funds are required to complete the federal Office of Management and Budget Circular A-133 Audits of States, Local Governments and Nonprofit Organizations every year.
- F. Drug-Free Workplace Certification.
1. Subgrantee shall certify, disclose, and maintain at all times during this contract a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and its regulations contained in 28 C.F.R. Part 67.
 2. Subgrantee shall certify the program environment shall be free of tobacco smoke to comply with all the requirements of the Pro-Children Act of 1994.
- G. Certification Regarding Lobbying and Disclosure for Reporting Lobbying Activity.
1. Subgrantee assures no Federal Appropriated funds have been paid or will be paid to any person for influencing or

Attachment A

*To the Contract for Services between
The Office of the Attorney General, Division of Victim Services
and
Sweetwater County Attorney Victim Witness.*

attempting to influence an officer or employee of a Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in conjunction with the awarding of any Federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. Subgrantee shall certify and disclose accordingly in compliance with Section 319 of the Department of Interior and Related Agencies Appropriations Act for Fiscal Year 1990:
 - a. Attachment H.U.S. Department of Justice, Certification Regarding Lobbying, is to be signed.

H. Debarment and Suspension Certification.

1. Subgrantee shall certify and disclose in accordance with the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. Part 67, Section 67.510. A U.S. Department of Justice Certification is to be signed (i.e., no person on the "debarment list" receives federal grant funds).
- I. The Subgrantee assures grant funds awarded will not supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal and state funds, be made available for victim assistance activities.
- J. The Subgrantee assures it will assist victims in seeking any available crime victim compensation benefits.
- K. The Subgrantee assures it will include as a principal mission or component of its program, services to the population included in their designation.
- L. The Subgrantee assures fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records, as the Division shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds.
- M. The Subgrantee assures its priority focus is to consider offering those services to meet emergency assistance and the urgent emotional or physical needs of victims.

Attachment A

*To the Contract for Services between
The Office of the Attorney General, Division of Victim Services
and
Sweetwater County Attorney Victim Witness.*

- N. The Subgrantee certifies it will promote within the community coordinated public and private efforts to aid victims.
- O. The Subgrantee shall return to the Division any unobligated grant funds on hand within 45 days after the end of the granting period.
- P. The Subgrantee assures to demonstrate a record of providing effective services to victims including providing the appropriate percentage of match contribution when match is required.
- Q. The Subgrantee assures it is a public agency or non-profit organization, or a combination thereof, providing direct services to victims.
- R. The Subgrantee shall retain all financial and statistical records, supporting documents, and all other records pertinent to subgrants or contracts for at least three years after the completion of the grant period for purposes of state and federal examinations and audits.
- S. The Subgrantee shall request instructions and guidance from the Division prior to disposing any property or equipment purchased with federal or state funds.
- T. The Subgrantee will maintain information on victim services provided, by race, national origin, sex, age, and disability.

Certification:

The undersigned affirms that the information contained in this document is true and accurate to the best of their knowledge.

Signature Chair/Board of Directors/ Agency Administrator/County Commissioner	Date
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Wally J. Johnson, Chairman, Sweetwater County Commission

Typed or Legibly Printed Name	Title
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80 West Flaming Gorge Way, Suite 19, Green River, WY 82935	(307) 872-3899
Address	Phone

**Wyoming Office of the Attorney General
Division of Victim Services**

Subgrantee Audit Requirements per OMB Circular A-133

Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Nonprofit Organizations requires the Wyoming Attorney General's Office Division of Victim Services to monitor our subgrantees of federal awards to determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations.

Accordingly, we request that you check one of the following and fill in required information.

1. We have completed our Circular A-133 audit for the fiscal year ended _____.
A copy of the audit report is enclosed.

(If audit findings were noted, enclose a copy of the responses, identify if the response was within 6 months of the findings, explain what management decisions were made to correct the findings.)

2. We expect our Circular A-133 audit for the fiscal year ended 2014 to be completed by 12/31/14. A copy of our audit report will be forwarded to the Wyoming Office of the Attorney General Division of Victim Services within 30 days of receipt of the report.

3. We are not subject to a Circular A-133 audit because:

We received less than \$500,000 in federal awards annually.
Total federal awards received for the fiscal year ended _____ was in the amount of \$_____. (Include total of all federal grants)

Other (please explain) _____

Sweetwater County

Subgrantee Name

Wally J. Johnson, Chairman, Sweetwater County Commission

Print Name

Title

Signature

Date

Please provide all appropriate documentation regarding your organization's compliance with audit requirements, sign and date this letter and return it to your Regional Program Manager at the Wyoming Office of the Attorney General Division of Victim Services, 122 West 25th Street, Herschler Building, 1st Floor West, Cheyenne, WY 82002.

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

<p>Date Requested:</p> <p>August 5, 2014</p>	<p>Name & Title of Presenter:</p> <p>Krisena Marchal, Grants Manager</p>
<p>Department or Organization:</p> <p>Grants Admin</p>	<p>Contact Phone & E-mail:</p> <p>Krisena Marchal x3888 marchalk@sweet.wy.us</p>
<p>Exact Wording for Agenda:</p> <p>Approval of the Countywide Consensus Block Grant Joint Resolution for the Cities of Rock Springs and Green River, and for the Towns of Wamsutter and Bairoil</p>	<p>Preference of Placement on Agenda & Amount of Time Requested for Presentation:</p> <p>5 minutes</p>
<p>Will there be Handouts? (If yes, include with meeting request form)</p> <p>Yes</p>	<p>Will handouts require SIGNATURES:</p> <p>Yes (By all five commissioners)</p>
<p>Additional Information:</p> <p>Requested Action:</p> <p>Motion to approve the Countywide Consensus Block Grant Joint Resolution #SWBFY15/16-2 for the Cities of Rock Springs and Green River, and for the Towns of Wamsutter and Bairoil</p>	

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<p>Date Requested:</p> <p>August 5, 2014</p>	<p>Name & Title of Presenter:</p> <p>Krisena Marchal, Grants Manager Dave Johnson, EMA Coordinator</p>
<p>Department or Organization:</p> <p>Grants Admin Emergency Management</p>	<p>Contact Phone & E-mail:</p> <p>Krisena Marchal x3888 marchalk@sweet.wy.us</p>
<p>Exact Wording for Agenda:</p> <p>Approval of the Fiscal Year 2014 Emergency Management Performance Grant Agreement</p>	<p>Preference of Placement on Agenda & Amount of Time Requested for Presentation:</p> <p>5 minutes</p>
<p>Will there be Handouts? (If yes, include with meeting request form)</p> <p>Yes</p>	<p>Will handouts require SIGNATURES:</p> <p>Yes - by the Chairman</p>
<p>Additional Information:</p> <p>Requested Action:</p> <p>Motion to approve, and authorize the Chairman to sign, the Fiscal Year 2014 Emergency Management Performance Grant Agreement.</p>	



MATTHEW H. MEAD
Governor

Office of Homeland Security

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

THE STATE OF WYOMING

Grant Award for U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency Grant Programs Directorate FY 2014 Emergency Management Performance Grant (EMPG)

Political Subdivision: Sweetwater County
Federal Amount: \$30,000.00
Local Match Amount: \$30,000.00
Opportunity Number: EMW-2014-EP-00063-S01
Award Period: October 1, 2013 – March 31, 2015
CFDA #: EMPG - 97.042
Project ID: 14-GPD-SWE-EM-GCF14

- Parties:** The parties to this Grant Award Agreement [Grant] are the Wyoming Office of Homeland Security, whose principal address is 5500 Bishop Boulevard, Cheyenne, WY 82002 [Homeland Security] and Sweetwater County, whose mailing address is 80 West Flaming Gorge Way Ste 109, Green River, WY, 82935 [Subrecipient].
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant using the Point of Contact information form, attached and incorporated herein as Attachment 1, 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.

Homeland Security Contacts:
Kim Johnson, Governmental Liaison (Primary)
Phone: 307-777-4910, Email: kim.johnson@wyo.gov

Robin Benitz, Accounting, Grants Supervisor (Secondary)
Phone: 307-777-4916, Email: robin.benitz@wyo.gov

- Funding Authority:** The funds the Wyoming Office of Homeland Security will distribute to the Subrecipient are drawn from grant funds distributed to the State of Wyoming as FY 2014 EMPG Grant Award Agreement between Sweetwater County and the Wyoming Office of Homeland Security

appropriated by Section 662 of the *Post Katrina Emergency Management Reform Act* (6 U.S.C. § 762) and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.). Title VI of the *Stafford Act* authorizes FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the federal government and the states and their political subdivisions. The FY 2014 EMPG will provide federal funds to assist state, local, tribal, and territorial emergency management agencies to obtain the resources required to support the National Preparedness Goal's (the Goal's) associated mission areas and core capabilities. The federal government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title, to support a comprehensive all hazards emergency preparedness system.

4. **Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from October 1, 2013 through March 31, 2015. Any unspent balance will be reallocated at the end of this period by Homeland Security. The total amount of this project is sixty thousand dollars and zero cents (\$60,000.00). The federal share of the Project is thirty thousand dollars and zero cents (\$30,000.00), and the Subrecipient share of the project is thirty thousand dollars and zero cents (\$30,000.00) (50 percent matching funds are required). The Subrecipient's matching funds are allowable costs incurred during the performance period and are subject to the same requirements and conditions which apply to the federal funds awarded under the grant. Matching requirements may not be met by costs borne by another federal grant or if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal grant agreement, a federal procurement contract, or any other award of federal funds. Costs counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of Subrecipient.

5. **Federal Grant References:** FY 2014 Emergency Management Performance Grants Funding Opportunity Announcement <http://www.fema.gov/media-library/assets/documents/92249>
The Comprehensive Preparedness Guide (CPG) 101 v.2 September 2010, <http://www.fema.gov/library/viewRecord.do?=&id=5697> or http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf,
State Multi-Hazard Mitigation Planning Guidance (Mitigation Planning "Blue Book"), <http://www.fema.gov/library/viewRecord.do?id=3115>;
Local Mitigation Planning Handbook <http://www.fema.gov/library/viewRecord.do?id=7209>
Multi-Year Training and Exercise Plans, <https://hseep.dhs.gov>;
National Incident Management System (NIMS) Implementation, <http://www.fema.gov/emergency/nims/ImplementationGuidanceStakeholders.shtm#item2>,
and NIMS Resource Center, <http://www.fema.gov/nims>; EMPG forms, and other documents.

Subrecipient shall read and ensure the necessary personnel become familiar with and adhere to the contents of the Funding Opportunity Announcement.

6. Purpose of Grant Award:

A. Priority for Fiscal Year 2014: Advancing a Whole Community Approach to Security and Emergency Management. Achieving this collective capacity calls for innovative approaches across the whole community, including emergency management to build up existing practices, institutions, and organizations that help to make local communities successful, and that can leverage this infrastructure if and when an incident occurs. To address the priority, five objectives have been identified:

- (1) THIRA- Complete and maintain a Threat and Hazard Identification and Risk Assessment (THIRA), which informs the implementation status the National Preparedness System (NPS).
- (2) Build and Sustain Capabilities- Sustain critical core capabilities within the NPS funded by past EMPG Program funding cycles. New core capabilities built utilizing EMPG Program funding must be deployable to support regional and national efforts and must align with gaps identified in the THIRA.
- (3) Planning- Develop, maintain and revise as necessary, at least once every two years, a viable all-hazards, all-threats Emergency Operations Plans (EOPs) consistent with the CPG 101 v.2, September 2010
- (4) Training Plan- Develop and maintain a Multi-Year Training and Exercise Plan (TEP) which examines and prioritizes gaps identified through the THIRA.
- (5) Personnel- All EMPG Program funded personnel shall complete and record proof of completion of the following National Incident Management System (NIMS) Training: IS 100, IS 200, IS 700, IS 800 and other Independent Study courses identified in the FEMA Professional Development Series. All EMPG funded personnel shall participate in no fewer than three exercises in a twelve-month period.

B. EMPG funds should support the State of Wyoming's homeland security initiatives.

7. Payment: Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total federal allocation under this Grant shall not exceed thirty thousand dollars and zero cents (\$30,000.00). 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. Funds will not be released to Subrecipient before the date upon which the last required signature is affixed to this Grant. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Payment Request Form, provided the expenditures comply with the list of allowable expenditures in the FY 2014 Emergency Management Performance Grant Funding Opportunity Announcement and all applicable federal and state laws.

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

A. Subrecipient must be familiar with all the requirements and restrictions of the Funding Opportunity Announcement, and specific expectations including:

- (1) Subrecipient may not use this Grant funding to purchase equipment not specifically authorized in the Funding Opportunity Announcement unless the proposed acquisition is reviewed by Homeland Security and approved by FEMA in writing prior to purchase.
- (2) Subrecipient agrees to comply with the financial and administrative requirements set

- forth in the applicable edition of FEMA's codified regulations (44 CFR Part 13).
- (3) Subrecipient may use its own procurement procedures which reflect applicable state and local laws and regulations, provided the procurements conform to applicable federal law and the standards identified in 44 CFR § 13.36 and OMB Circular A-102. All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards identified in 44 CFR § 13.36.
 - (4) Subrecipient shall ensure all equipment purchased with these Grant funds is maintained and available for response to terrorist and other disaster 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 through by the Wyoming Office of Homeland Security."** This is in order to facilitate audits and monitoring visits, which may result from receiving federal funding. Equipment maintenance requirements are outlined in 44 CFR Part 13.32.
 - (5) 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 U. S. Department of Homeland Security, Preparedness Directorate Office of Grants and Training administered by the Wyoming Office of Homeland Security. 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 the U.S. Department of Homeland Security, the State of Wyoming or Wyoming Office of Homeland Security."** Additionally, Subrecipient acknowledges that the FEMA Grants and Preparedness Directorate 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 the FEMA and Homeland Security regarding any patent rights that arise from, or are purchased with, this Grant.
 - (6) Subrecipient may be monitored periodically by the staff of Homeland Security, FEMA, and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
 - (7) Subrecipient must submit a Statement of Work that outlines their emergency management enhancement and sustainment efforts, including required objectives proposed for the FY 2014 EMPG performance period. Subgrantees will report progress on the standardized reporting Work Plan Template.
 - (8) Subrecipient agrees that all allocations and use of funds under this Grant will be in accordance with the Fiscal Year 2014 Emergency Management Performance Grant (EMPG) Funding Opportunity Announcement and must support the goals and objectives included in the EMPG work plan.
 - (9) Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or data collection requests. This includes, but is not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
 - (10) Subrecipient agrees to complete their THIRA by July 1, 2015.
 - (11) Subrecipient agrees to complete an Emergency Operations Plan (EOP) by September 1, 2015.

- B. By March 31, 2015 Subrecipient must encumber or spend all Grant funds, finish all performance activities and submit all payment requests. If this deadline cannot be met, a written request for an extension with an explanation shall be submitted by Subrecipient no later than March 1, 2015 to Homeland Security for review and approval. Homeland Security cannot guarantee approval for any extension request.
- C. This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
- D. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
- E. Subrecipient's quarterly progress reports through December 31, March 31, June 30 and September 30 must be submitted to Homeland Security by January 30, April 30, July 30 and October 30, respectively. Quarterly reports will cover items listed in the Funding Opportunity Announcement and shall be submitted on reporting forms provided by Homeland Security.
- F. To be eligible to receive federal preparedness funding, Subrecipient must continue to meet National Incident Management System (NIMS) compliance requirements and update assessments as coordinated and directed by Homeland Security.
- G. Subrecipient is required to submit a budget addressing EMPG related costs and expenses as specified in the Funding Opportunity Announcement.
- H. EMPG funds may not be used to support the hiring of sworn public safety officers for the purpose of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- I. EMPG funds may not be used for expenditures for weapons systems and ammunition.
- J. EMPG funds may not be used for activities unrelated to the completion and implementation of the EMPG program.
- K. EMPG funds may not be used for expenditures for items not in accordance with portions of the Authorized Equipment List (AEL).

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. **Administrative and National Policy Requirements:** Subrecipient must, in addition to the assurances made as part of the application, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB Circulars, terms and conditions of the

award, and the approved application.

(1) **OMB Circular A-102** – *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, found under DHS regulations at 44 CFR Part § 13, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.”

(2) **OMB Circular A-87** (relocated to 2 CFR Part § 225) - *Cost Principles for State, Local, and Indian Tribal Governments* and contained in the OMB A- 102 Common Rule.

- B. 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.
- 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 44 CFR § 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 (formerly OMB A-87), Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
- G. Environmental and Historic Preservation Requirements:** Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the State of Wyoming or FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of the State of Wyoming 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 the state and FEMA and the appropriate State Historic Preservation Office. **Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.**

- H. Federal Debt Status:** Subrecipient may not be delinquent in the repayment of any federal debt such as delinquent payroll or other taxes, audit disallowances, and benefit overpayments per OMB Circular A-129.
- I. 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 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.
- J. Freedom of Information Act:** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.
- K. Individuals with Disabilities in Emergency Planning:** In accordance with Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. §794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.
- L. 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.

- M. 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.
- N. Monitoring Activities:** Homeland Security shall have the right to monitor all Grant related activities of Subrecipient. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Subrecipient personnel in every phase of performance of Grant related work.
- O. 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 in accordance with *The Government Performance and Results Act of 1993* (Public Law 103-62) (GPRA).
- P. 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.
- Q. 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 *Civil Rights Act of 1968* (42 U.S.C. §3601 *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.*), and Titles I, II, and III *Americans with Disabilities Act of 1990* (42 U.S. C. §12101-12213). 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.
- R. 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.
- S. 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.
- T. Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Wyoming Office of Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent

to this Grant.

- U. **Robert T. Stafford Disaster Relief and Emergency Assistance Act:** Awards of funding under this program are subject to this act (Public Law 93-288), as amended, 42 U.S.C. 5121-5206, and related authorities. Specifically, 42 U.S.C. 5196, Subtitle A, Powers and Duties, Section 611, Detailed Functions of Administration, Subsection (j) (9), Financial Contributions, require recipients of funds under Title VI of the Stafford Act for construction projects to comply with the Davis-Bacon Act, and 42 U.S.C. 5206 requires all recipients of funds under the Stafford Act to comply with the Buy American Act (41 U.S.C. 10a *et seq.*).

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 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 venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- D. **Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Homeland Security to terminate this Grant to acquire similar services from another party.
- E. **Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- F. **Compliance with Law:** The Subrecipient shall keep informed of and comply with all applicable laws and regulations in the performance of the agreement.
- G. **Confidentiality of Information:** Except 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, and Attachment 1, Point-of-Contact Information Form, consisting of one (1) page, 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's profession.
- K. **Force Majeure:** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- L. **Indemnification:** Each party to this Grant 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. **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 the Grant amount or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- O. **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.
- P. **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, e-mail, or delivery in person.
- Q. **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.

- R. Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- S. 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.
- T. Sovereign Immunity:** The State of Wyoming, Homeland Security, and Subrecipient do not waive sovereign immunity or governmental immunity by entering into this Grant Agreement and specifically retain immunity and all defenses available to them pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law.
- U. 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.
- V. 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.
- W. 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.
- X. Time is of the Essence:** Time is of the essence in all provisions of this Grant.
- Y. Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
- Z. 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.

12. **Signatures:** 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, 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.

WYOMING OFFICE OF HOMELAND SECURITY

Guy Cameron, Director

Date

SWEETWATER COUNTY

Wally Johnson, Chair (Signature)
Sweetwater County Commission

Date

Attested by: County Clerk

Date

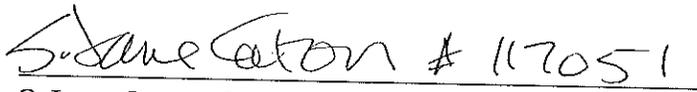
Approved:



Sweetwater County Attorney

7-28-14
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



S. Jane Caton, Senior Assistant Attorney General

7-15-14
Date

Attachment: Point of Contact Form

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<p>Date Requested:</p> <p>August 5, 2014</p>	<p>Name & Title of Presenter:</p> <p>Krisena Marchal, Grants Manager</p>
<p>Department or Organization:</p> <p>Grants Admin</p>	<p>Contact Phone & E-mail:</p> <p>Krisena Marchal x3888 marchalk@sweet.wy.us</p>
<p>Exact Wording for Agenda:</p> <p>Approval to ratify the BFY 2016 Community Juvenile Services Board Grant Contract</p>	<p>Preference of Placement on Agenda & Amount of Time Requested for Presentation:</p> <p>5 minutes</p>
<p>Will there be Handouts? (If yes, include with meeting request form)</p> <p>Yes</p>	<p>Will handouts require SIGNATURES:</p> <p>No</p>
<p>Additional Information:</p> <p>Requested Action:</p> <p>Motion to ratify the BFY 2016 Community Juvenile Services Board Grant Contract</p>	

CONTRACT BETWEEN
STATE OF WYOMING, DEPARTMENT OF FAMILY SERVICES
AND
SWEETWATER COUNTY BOARD OF COMMISSIONERS

1. **Parties.** The parties to this Contract are the Wyoming Department of Family Services (DFS), whose address is 2300 Capitol Avenue, Third Floor, Cheyenne, Wyoming 82002-0490 and Sweetwater County Board of Commissioners (Contractor), whose address is 80 West Flaming Gorge Way, Green River, Wyoming 82935.
2. **Purpose of Contract.** The purpose of this Contract is to fund services for the Community Juvenile Services Board per Wyo. Stat. § 14-9-108(iv). The Contractor shall provide for a system of:
 - A. Intake and Assessment: Central intake and assessment of juveniles with an initial point of contact established within the community;
 - B. Detention Standard: The development or adoption of criteria for juvenile diversion, short-term detention and longer-term shelter care services, including standards for assessments, admissions, twenty-four (24) hour intakes, predispositional detentions and shelter care standards;
 - C. Continuum: The development of a continuum of nonsecure services; and
 - D. Funding: The identification of other funding sources for local juvenile services.
3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The projected term of the Contract is from Effective Date or July 1, 2014, whichever is later, through June 30, 2016. All services shall be completed during this term.

By law, contracts for professional or other services must be approved as to form by the Attorney General and approved by A&I Procurement, Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

4. **Payment.** DFS agrees to pay the Contractor for the services described herein. The total payment under this Contract shall not exceed One Hundred Twenty-Three Thousand Eight Hundred Seventy-Seven Dollars (\$123,877.00). Payment shall be made as monthly reimbursements based on actual expenditures pursuant to the budget in Attachment A, attached and incorporated herein by reference, and upon receipt of an invoice. Payment shall be made upon submission of invoice pursuant to Wyo. Stat. § 16-6-602. No payment shall be made for work performed before the Effective Date of this Contract. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this

Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of DFS.

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

- A. Provide services per Wyo. Stat. § 14-9-106 and as specified in the Community Juvenile Services Board Application Budget included in Attachment A.
- B. Provide monthly reports as follows:
 - (i) Monthly invoices detailing juveniles served and respective service;
 - (ii) Number of juveniles served by the Single Point of Entry and respective disposition;
 - (iii) Any new services identified by the Community Juvenile Services Board; and
 - (iv) Cumulative number of juveniles served in home versus out of home.
- C. Provide all quarterly reports within thirty (30) days of the end of each quarter of the State fiscal year beginning July 1, 2014 and ending June 30, 2016. Such reports must detail progress, setbacks, and planning for the four (4) purpose areas (Intake and Assessment, Detention Standard, Continuum, and Funding).
- D. Provide DFS a copy of Annual Review/Evaluation within forty-five (45) days of the anniversary of this Contract listing information specific to the four (4) purpose areas for the most recent calendar year:
 - (i) Intake and Assessment: Number of juveniles disposed in municipal and circuit court, number of delinquency petitions filed, number of CHINS petitions filed, number of adjudications, and a description of how the central point of intake is being used in the community;
 - (ii) Detention Standard: Number of juveniles in detention, average length of stay in detention, number of re-entries into detention, and number of detention days;
 - (iii) Continuum: Number of juveniles served under the purpose areas of this Contract and number of juveniles served on probation, detention, and out-of-home care. Updated education rates including graduation rate and school attendance; and
 - (iv) Funding: The identification of other funding sources for local juvenile services.

E. Provide DFS a copy of last annual compliance audit or last financial statement (whichever is appropriate) with submission of first invoice.

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

- A. Pay Contractor in accordance with Section 4 above.
- B. Provide technical assistance, consultation, and coordination as needed and requested by the Contractor;
- C. Evaluate the performance of the Contractor; and
- D. Approve or disapprove the invoice submitted by the Contractor for payment.

7. **Special Provisions.**

A. **Limitation of Payments.** DFS's obligation to pay the Contractor for services rendered pursuant to this Contract is conditioned upon the availability of state or federal government funds which are allocated to pay the Contractor. If funds are not allocated and available for DFS to pay the Contractor for these services, DFS may terminate this Contract at the end of the period for which the funds are available.

DFS shall notify Contractor at the earliest possible time if this Contract will or may be affected by a shortage of funds. No liability shall accrue to DFS in the event this provision is exercised, and DFS 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 so as to permit DFS to terminate this Contract to acquire similar services from another party.

B. **Monitor Activities.** DFS shall have the right to monitor all Contract related activities of the Contractor and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor personnel in every phase of performance of Contract related work.

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

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

- E. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall identify DFS as the sponsoring agency and shall not be released without prior written approval from DFS.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof for collateral for any financial obligation without the prior written permission of DFS.
- D. **Audit/Access to Records.** DFS and its representatives shall have access to any books, documents, papers, electronic data and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from DFS, provide to any independent auditor or accountant all books, documents, papers, electronic data and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by DFS.
- E. **Availability of Funds.** Each payment obligation of DFS is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by DFS at the end of the period for which the funds are available. DFS shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to DFS in the event this provision is exercised, and DFS 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 DFS to terminate this Contract to acquire similar services from another party.

- F. Award of Related Contracts.** DFS may award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and DFS in all such cases.
- G. Certificate of Good Standing.** Contractor shall provide to DFS a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs before and during performing work under this Contract, if applicable.
- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by DFS for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify DFS within ten (10) days of such request and not release such information to a third party unless directed to do so by DFS.
- J. Entirety of Contract.** This Contract, consisting of nine (9) pages, and Attachment A, consisting of three (3) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- L. Extensions/Renewals.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- N. **Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- O. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or DFS or to incur any obligation of any kind on the behalf of the State of Wyoming or DFS. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.
- P. **Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. §27-9-105 et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. §12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.
- Q. **Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail, facsimile, e-mail or delivery in person at the address(es) provided under this Contract. Notice provided by facsimile or e-mail shall be delivered as follows:
- DFS: State of Wyoming, Department of Family Services, dfsweb.wyo.gov,
fax number 307-777-3693.
- Contractor: Sweetwater County Board of Commissioners, fax number 307-872-3992.
- R. **Ownership and Destruction of Documents/Information.** DFS owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information/documents to DFS in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that

utilizes tracking numbers. Upon DFS's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual DFS owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to DFS confirming the destruction of any such residual DFS owned data.

- S. **Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify DFS for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- T. **Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- U. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- V. **Sovereign Immunity.** The State of Wyoming and DFS do not waive sovereign immunity by entering into this Contract and the Contractor does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. §1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- W. **Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- X. **Termination of Contract.** This Contract may be terminated, without cause, by DFS upon thirty (30) days written notice. This Contract may be terminated by DFS immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- Y. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations

contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

This Contract is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

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

AGENCY:

STATE OF WYOMING, DEPARTMENT OF FAMILY SERVICES

Steve Corsi, Director

Date

CONTRACTOR:

SWEETWATER COUNTY BOARD OF COMMISSIONERS

Wally J. Johnson, Chair

7/11/14

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Marion Yoder, Senior Assistant Attorney General

July 3, 2014

Date

OK
M

Wyoming Community Juvenile Services Boards

BUDGET PROPOSAL FOR JULY 1, 2014 THROUGH JUNE 30, 2016

* For CJSBs existing and in contract with DFS as of 1/1/2014

County:	Sweetwater County		
Submitted By:	Sweetwater County Community Juvenile Services Board		
Line Items	Details/Information for Line Item	Amount Requested	
ADMINISTRATIVE COSTS			\$0.00
Salaries and Wages	Describe the positions and the salary each will receive in this line item.		
Travel	List any costs associated with travel, both in state and out of state related to training, CJSB development, client related		
Office Space	Indicate monthly rent and utilities for office space. Include number of offices and addresses of each.		
Office Supplies	List the office supplies you will typically purchase with this line item.		
Computer Hardware	List the computer hardware and software you will purchase with this line item. (Computer, printer, keyboard, mouse, screen, etc.)		
Photocopier	List photocopier costs here. Include the purchase price of a photocopier if applicable as well as the cost of copies, paper, etc.		
Postage	Indicate average monthly cost of postage.		
Advertising	Indicate types of advertising used, the cost per/unit, what the advertising is for, and how often advertising is used.		
Equipment Maintenance	Describe equipment, including make and model and year of equipment to be maintained using this line item. Describe types of maintenance needed.		
Equipment Rental/Purchase	Describe equipment rented or purchased including make, model, year, what it will be used for and total cost. If rented on a month-to-month basis, include monthly cost.		
Case Management System	List any costs associated with the case management system. Include data entry cost.		
Professional Services Contract (Please Specify)	List all professional service contracts the court has entered into. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract.		
Other Administrative Costs	List all other administrative costs. Include names, addresses, phone numbers if applicable. Specify amount of each and reason for cost.		
Central Point of Intake	Describe costs for implementing and maintaining a central point of intake. Examples include hiring staff to administer the PACT Assessment, expenses associated with 24-hour intake (such as on-call expenditures), implementation of a central intake center.		
			\$0.00

Attachment A

<p>Diversion Detention/Shelter Care</p>	<p>Describe costs for the implementation and maintenance for a juvenile diversion program and expenses associated with the creation/maintaining of detention/shelter care standards. Examples include but are not limited to funding for juvenile diversion programs and funding for Alternatives to Detention programs.</p>	<p>\$121,000.00</p>
<p>Pre-Court Diversion, Electronic Monitoring and Truancy Programs</p>	<p>Personnel costs for one Truancy Agent and one Youth Case Manager, consumable supplies, mileage for travel, and electronic monitoring equipment</p>	<p>\$121,000.00</p>
<p>Non-Secure Continuum of Care</p>	<p>Describe costs associated with the development and implementation of a non-secure continuum of care. Examples include program costs for early intervention, diversion, community services, graduated sanctions and other services provided within the CJSB service area. Non-secure also includes aftercare and transition.</p>	<p>\$0.00</p>
<p>Identification of Other Funds</p>	<p>Describe costs associated with the identification of other funding. Examples include grant writing and other costs associated with the identification of other funding sources and operational costs.</p>	<p>\$0.00</p>
<p>MISCELLANEOUS EXPENSES (Please Specify)</p>	<p>Specify any expenses not yet listed. Describe each item in detail, specifying cost and reason for line item.</p>	<p>\$2,877.00</p>
<p>Board Expenses</p>	<p>Support for Board activities related to juvenile issues such as workshops, seminars, travel, publications, public notices, etc.</p>	<p>\$2,877.00</p>
<p>Total Funding Request</p>	<p>Funding request for the entire funding period:</p>	<p>\$123,877.00</p>

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<p>Date Requested:</p> <p>August 5, 2014</p>	<p>Name & Title of Presenter:</p> <p>Krisena Marchal, Grants Manager</p>
<p>Department or Organization:</p> <p>Grants Admin</p>	<p>Contact Phone & E-mail:</p> <p>Krisena Marchal x3888 marchalk@sweet.wy.us</p>
<p>Exact Wording for Agenda:</p> <p>Approval of the FY 2015 TANF Grant Award Letter</p>	<p>Preference of Placement on Agenda & Amount of Time Requested for Presentation:</p> <p>5 minutes</p>
<p>Will there be Handouts? (If yes, include with meeting request form)</p> <p>Yes</p>	<p>Will handouts require SIGNATURES:</p> <p>Yes - by the Chairman</p>
<p>Additional Information:</p> <p>Requested Action:</p> <p>Motion to approve, and authorize the Chairman to sign, the FY 2015 TANF Grant Award Letter</p>	

BOARD OF COUNTY COMMISSIONERS

SWEETWATER
C·O·U·N·T·Y **R**

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

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

August 5, 2014

Ms. Corrine Livers
TANF Program Manager
Wyoming Department of Family Services
109 W. 14th
Powell, WY 82435

Re: FY 2015 Temporary Assistance for Needy Families (TANF) Grant Award

Dear Ms. Livers,

The Sweetwater County Commission regrets to inform you that it will not be able to accept the FY 2015 Temporary Assistance for Needy Families (TANF) grant award in the amount of \$50,000 that would have been passed-through to CLIMB Wyoming for services in Sweetwater County.

CLIMB Wyoming recently made strategic decisions to focus on long-term sustainability, and unfortunately, will no longer operate its Rock Springs site.

Since 2008, the Sweetwater County Commission has been procuring grants for CLIMB Wyoming's local program, and strongly supports their efforts to train and place low-income single mothers in careers that support their families. For this reason, the Sweetwater County Commission encourages you to transfer the \$50,000 TANF award to another county where CLIMB Wyoming has a site.

Should you need any additional information, please do not hesitate to contact me. Sweetwater County sincerely appreciates the original grant award you bestowed to our community.

Sincerely,

Wally J. Johnson
Chairman
Sweetwater County Commission



Krisena Marchal - Grants

From: Corrine Livers <corrine.livers@wyo.gov>
Sent: Monday, July 07, 2014 10:57 AM
To: Krisena Marchal - Grants
Subject: FY 15 TANF CPI

Good morning,

Sweetwater County is being awarded your requested amount of \$50,000.00 for FY 2015. Your submitted proposal was excellent, and DFS appreciates the work everyone does in your county.

I will begin working on this year's Contract, and it will be forwarded to you for review prior to going to the Attorney General's office. If you have any questions, feel free to contact me.

Corrine Livers
TANF Program Manager
Wyoming Department of Family Services
109 W. 14th
Powell, WY 82435
(PH) 307-754-2245 ext. 23
(FX) 307-754-4230

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.



For Immediate Release:
July 9, 2014

Contact:
Shannon Brooks Hamby
CLIMB Wyoming
307-733-4088

CLIMB Wyoming to Discontinue Program for Low Income Single Mothers in Sweetwater County *Changes in funding necessitate new long term strategy for critical Wyoming program*

(Cheyenne, WY) – CLIMB Wyoming, a nonprofit organization that trains and places single mothers in careers that successfully support their families, is dismayed to announce that as a result of decreases in public funding and long-term strategic considerations, it will discontinue its program for low income single mothers in Sweetwater County.

"It is with a broken heart that I share the news that as of October 1, 2014 we will no longer operate our Rock Springs site and discontinue services to single mothers and children in need in Sweetwater County," said CLIMB executive director and founder Dr. Ray Fleming Dinneen. "CLIMB will be working with current program participants and program graduates to ensure we honor our commitment to them through this process."

"The decision to discontinue services in Sweetwater County was not a short-term, reactive response to our most recent TANF award. We are grateful that the Wyoming Department of Family Services has recognized that their recent investment of \$1.542 million will have significant impact on the most vulnerable families in 10 counties across our state," said Dr. Fleming Dinneen. "This is a strategic decision to focus on our long-term sustainability. We are well positioned to continue to offer services to vulnerable families across Wyoming. We will continue to offer private donors an impactful way to invest in Wyoming's future. And we will seek new ways to partner with Wyoming legislators to continue our critical work."

The impact of the CLIMB program in Rock Springs has been significant, serving over 100 single mothers and 250 of their children since inception in 2007. Average monthly wages for CLIMB graduates in Sweetwater County increased from \$1,117 to \$3,101 and 90% of Sweetwater CLIMB graduates are still employed two years after completing the program. The Sweetwater program has also been instrumental in allowing CLIMB to develop non-traditional training solutions to meet high-demand Wyoming workforce needs.

The innovative and nationally recognized CLIMB program, which creates systemic change for single mother families in poverty by transitioning them to financial self-sufficiency through career training, will continue to serve participants in 10 counties across the state through sites in Casper, Cheyenne, Gillette, Laramie and Jackson. CLIMB's outcomes establish it as one of the most successful poverty reduction programs both in Wyoming and nationwide, with an 89% graduation rate and 77% of participants still successfully employed two years after program completion. The average monthly wage for CLIMB participants typically doubles, increasing from \$1,031 to \$2,431 two years post-program. CLIMB graduates also consistently decrease their use of public support programs, on average decreasing use of food stamps from 50% to 30% and decreasing use of public healthcare from 32% to 11%.

The decision to discontinue services in Rock Springs comes after a series of reductions in Temporary Assistance for Needy Families (TANF) and other funds that have been historically consistent for CLIMB. Over the past year, changes to Department of Labor, Wyoming Department of Workforce Services and Wyoming Department of Family Services TANF funding priorities have decreased CLIMB's public funding by nearly \$1 million.

"We recognized that the landscape of public funding was shifting and launched an aggressive private fundraising plan in response," said Dr. Fleming Dinneen. "Although we have more than doubled our private fundraising dollars in just eight months, it has not been enough to offset our need for additional public support."



About CLIMB Wyoming

Founded in 1986, CLIMB Wyoming is a statewide nonprofit organization that trains and places low income single mothers in careers that support their families. CLIMB's comprehensive model includes partnering with local employers to develop effective training and researching workplace trends to create future opportunities. Program participants are supported through job training and employment placement as well as counseling and life skills.

CLIMB graduates consistently double their monthly income and decrease their reliance on public assistance programs. As a result, **CLIMB Wyoming was recognized in 2012 as one of the nation's top ten organizations that move families toward self-sufficiency.** At CLIMB, success isn't just about getting a job - it's about financial independence for struggling mothers and changing the generational cycle of poverty one family at a time. For more information visit www.climbwyoming.org.

###

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: August 5, 2014	Presenters Name: Krisena Marchal
Department or Organization: County Grants Admin	Contact Phone and E-mail: (307) 872-6470 marchalk@sweet.wy.us
Exact Wording for Agenda: Approval of Amendment One to the FY 2014 CSBG Grant Contract and Subgrantee Contracts	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Action item - 10 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes - by the Chairman
Additional Information:	
REQUESTED ACTIONS:	
(1) Motion to approve, and authorize the Chairman to sign, Amendment One to the FY 2014 CSBG Contract	
(2) Motion to approve, and authorize the Chairman to sign, Amendment One to the FY 2014 CSBG Subgrantee Contracts between Sweetwater County, and the agencies Young At Heart and School District #1/Head Start	

**AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
SWEETWATER COUNTY**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Health, Public Health Division [Agency], whose address is 6101 Yellowstone Road, Suite 420, Cheyenne, Wyoming 82002; and Sweetwater County, concerning the Tripartite Board, [Contractor], whose address is 80 West Flaming Gorge Way, Suite 19, Green River, WY 82935-4252. This Amendment pertains to the Community Services Block Grant (CSBG) Program.

2. **Purpose of Amendment.** This Amendment shall constitute the first Amendment to the Contract between the Agency and the Contractor which was duly executed on November 26, 2013 and which became effective on November 26, 2013. The purpose of this Amendment is to revise the Statement of Work, as set forth in Attachment A-1 to this Amendment.

The Original Contract, dated November 26, 2013, required the Contractor to provide services, as described in the Statement of Work, to low-income people through the contract expiration date of September 30, 2014.

3. **Term of the Amendment.** This Amendment shall commence on the date the last signature is affixed hereto unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule or regulation.

4. **Amendments.** The Original Contract is hereby amended as follows:
 - A. Attachment A is hereby superseded and replaced by Attachment A-1, the revised Statement of Work.

5. **Additional Responsibilities of Agency.** The responsibilities of the Agency have not changed.

6. **Additional Responsibilities of Contractor.** The responsibilities of the Contractor are described in Attachment A-1, Statement of Work.

7. **Special Provisions.**
 - A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Contract between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

8. **General Provisions.**

- A. **Entirety of Contract.** The Original Contract, consisting of thirteen (13) pages, this Amendment One, consisting of three (3) pages, and Attachment A-1, Revised Statement of Work, consisting of two (2) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. The parties recognize that this Contract, as amended, is subject to the FFY 2014 Wyoming CSBG State Management Plan and the Contractor's FFY CSBG Application, both of which can be located for review at the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Amendment through their duly authorized representatives have executed this Amendment on the 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.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

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

WYOMING DEPARTMENT OF HEALTH

Thomas O. Forslund, Director

Date Signed

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

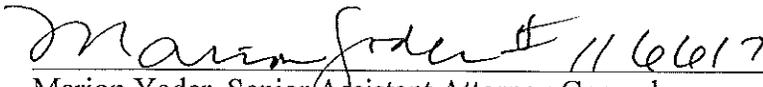
Date Signed

SWEETWATER COUNTY

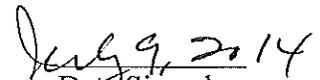
County Commissioner

Date Signed

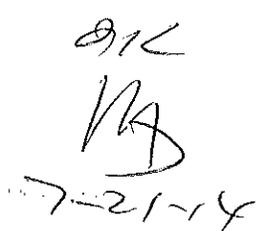
ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Marion Yoder, Senior Assistant Attorney General



Date Signed


OIC
VA
7-21-14

**ATTACHMENT A-1
STATEMENT OF WORK
Community Services Block Grant**

General Description

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

Timeline and Deliverables

The following table shows specific projects, estimated number of clients to be served, amount of funding allocated to each project, and end dates. Sweetwater County through the Tripartite Board will provide seven (7) services and activities to low-income individuals and families until September 30, 2014. Sweetwater County through the Tripartite Board will pursue all options to effectively serve as many clients in need with the amount of funding granted to each project. The first payment for 25% of the grant will be made upon execution of the Agreement. Subsequent quarterly payments will be made after January 1, 2014; April 1, 2014; and July 1, 2014 if all monthly reports have been submitted on time and indicate that grant funds have been expended (20% by 2nd payment, 45% by 3rd payment, and 70% by final payment) and used to deliver services to the clients as described below.

Sweetwater County				
Project	Program Name	Estimated Clients to be Served	Amount Funded	Grant End Date
	Description			
1	Southwest Wyoming Recovery Access Programs	50	\$26,359.00	9/30/2014
	Provide emergency medical, dental, optical, pharmaceutical, shelter, transportation, food, and household supplies assistance through the Basic Needs & Emergency Assistance Program.			
2	Sweetwater School District #1/ Head Start	66	\$41,757.00	9/30/2014
	Provide salary, benefits, travel assistance, and funding to purchase a vehicle for the Family Advocate position to conduct home visits, and attend Head Start related activities.			
3	Tripartite Board	N/A	\$14,115.00	9/30/2014
	Provide oversight, monitoring, and indirect costs for the CSBG Program in Sweetwater County.			
4	Young at Heart – In-Home Services	23	\$23,600.00	9/30/2014
	Provide partial salaries for homemaker positions to provide home repairs, chore services for extreme circumstances and general household assistance for eligible low-income seniors and/or individuals with disabilities.			

**ATTACHMENT A-1
STATEMENT OF WORK
Community Services Block Grant**

5	Young at Heart – Meals, Food, & Household Supplies	60	\$18,720.00	9/30/2014
Provide food, household supplies, and equipment for special-diet or regular home-delivered meals to low-income homebound seniors.				
6	Young Women’s Christian Association (YWCA) – Early Care & Learning Center	35	\$17,000.00	9/30/2014
Provide childcare services to low-income working parents or parents furthering their education to work towards becoming economically self-sufficient.				
7	Young Women’s Christian Association (YWCA) – Support & Safe House	8	\$15,000.00	9/30/2014
Provide rent and utility assistance for three months, Allstate Financial Empowerment Program, and on-going services (basic computer skills, job search assistance, groups, parenting classes, counseling) to survivors of domestic violence and sexual assault to assist them in becoming self-sufficient in their violence-free life.				
TOTALS		242	\$156,551.00	9/30/2014

**AMENDMENT ONE TO THE
FY 2014 COMMUNITY SERVICES BLOCK GRANT SUBGRANTEE CONTRACT
BETWEEN
SWEETWATER COUNTY AND
SWEETWATER COUNTY SCHOOL DISTRICT #1/HEAD START**

Amount: \$41,757.00

Period: Effective date through September 30, 2014

CFDA#: 93.569

Project ID: CSBG.SWT1415

1. **Parties.** This Amendment is made and entered into by and between Sweetwater County, referred to as "Agency", whose address is 80 West Flaming Gorge Way, Suite 19, Green River, Wyoming, 82901 and the Sweetwater County School District #1/Head Start, hereafter referred to as "Subgrantee", whose address is P.O. Box 1089, Rock Springs, WY 82902. This Amendment pertains to the Community Services Block Grant.
2. **Purpose.** This Amendment shall constitute the first Amendment to the Subgrantee Contract between the Agency and the Contractor which was duly executed on December 9, 2013 and which became effective on December 9, 2013. The purpose of this Amendment is to revise the Statement of Work, as set forth in Attachment A-1 to this Amendment.

The Original Subgrantee Contract, dated December 9, 2013, required the Subgrantee to provide services, as described in the Statement of Work, to low-income people through the subgrantee contract expiration date of September 30, 2014.

3. **Term of the Amendment.** This Amendment shall commence on the date the last signature is affixed hereto unless terminated at an earlier date pursuant to the provisions of the Subgrantee Contract Subgrantee, or pursuant to federal or state statute, rule or regulation.
4. **Amendments.** The Original Subgrantee Contract is hereby amended as follows:
 - A. Attachment A is hereby superseded and replaced by Attachment A-1, the revised State of Work.
5. **Additional Responsibilities of Agency.** The responsibilities of the Agency have not changed.
6. **Additional Responsibilities of Subgrantee.** The responsibilities of the Subgrantee are described in Attachment A-1, Statement of Work.
7. **Special Provisions.**
 - A. **Same Terms and Conditions.** With the exception of items explicitly delineated in the Amendment, all terms and conditions of the Subgrantee Contract between Agency and the Subgrantee, including by not limited to sovereign immunity, shall remain unchanged and in full force and effect.

8. **General Provisions.**

- A. **Entirety of Subgrantee Contract.** The Original Subgrantee Contract, consisting of consisting of twelve (12) pages, this Amendment One, consisting of three (3) pages, and Attachment A-1, Revised Statement of Work, consisting of one (1) page, represents the entire and integrated Subgrantee Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. The parties recognize that this Contract, as amended, is subject to the FFY 2014 Sweetwater County Tripartite Board grant application, the FFY 2014 Wyoming CSBG State Management Plan, and the Subgrantee's FFY 2014 CSBG Application, both of which can be located for review at the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

8. **Signatures.** In witness thereof, the parties to this Amendment, either personally or 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 is the date of the signature last affixed to this page.

AGENCY: SWEETWATER COUNTY

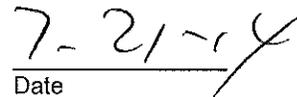
Wally Johnson, Chairman
Sweetwater County Commission

Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM



Marc Dedenbach,
Deputy County and Prosecuting Attorney



Date

SUBGRANTEE: SWEETWATER COUNTY SCHOOL DISTRICT #1/HEAD START

Name and Title

Date

ATTACHMENT A-1

STATEMENT OF WORK

This Attachment A is incorporated into the Subgrantee Contract between Sweetwater County (Agency) and Sweetwater School District #1/Head Start (Subgrantee) in regard to the Community Services Block Grant (CSBG) Program.

FFY 2014 Contract

General Description

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

Timeline and Deliverables

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

Program Name and Description	Estimated Clients to Be Served	Amount Funded	Grant End Date
Sweetwater County School District #1/Head Start	66	\$41,757.00	9/30/2014
Provide salary, benefits, travel assistance, and funding to purchase a vehicle for the Family Advocate position to conduct home visits, and attend Head Start related activities.			

**AMENDMENT ONE TO THE
FY 2014 COMMUNITY SERVICES BLOCK GRANT SUBGRANTEE CONTRACT
BETWEEN
SWEETWATER COUNTY AND
ROCK SPRINGS YOUNG AT HEART**

Amount: In-Home Services \$23,600.00

Amount: Meals \$18,720.00

Period: Effective date through September 30, 2014

CFDA#: 93.569

Project ID: CSBG.SWT1415

1. **Parties.** This Amendment is made and entered into by and between Sweetwater County, referred to as "Agency", whose address is 80 West Flaming Gorge Way, Suite 19, Green River, Wyoming, 82901 and Rock Springs Young At Heart, hereafter referred to as "Subgrantee", whose address is 2400 Reagan Avenue, Rock Springs, WY 82901. This Amendment pertains to the Community Services Block Grant.

2. **Purpose.** This Amendment shall constitute the first Amendment to the Subgrantee Contract between the Agency and the Contractor which was duly executed on December 9, 2013 and which became effective on December 9, 2013. The purpose of this Amendment is to revise the Statement of Work, as set forth in Attachment A-1 to this Amendment.

The Original Subgrantee Contract, dated December 9, 2013, required the Subgrantee to provide services, as described in the Statement of Work, to low-income people through the subgrantee contract expiration date of September 30, 2014.

3. **Term of the Amendment.** This Amendment shall commence on the date the last signature is affixed hereto unless terminated at an earlier date pursuant to the provisions of the Subgrantee Contract Subgrantee, or pursuant to federal or state statute, rule or regulation.

4. **Amendments.** The Original Subgrantee Contract is hereby amended as follows:
 - A. Attachment A is hereby superseded and replaced by Attachment A-1, the revised State of Work.

5. **Additional Responsibilities of Agency.** The responsibilities of the Agency have not changed.

6. **Additional Responsibilities of Subgrantee.** The responsibilities of the Subgrantee are described in Attachment A-1, Statement of Work.

7. **Special Provisions.**
 - A. **Same Terms and Conditions.** With the exception of items explicitly delineated in the Amendment, all terms and conditions of the Subgrantee Contract between Agency and the Subgrantee, including by not limited to sovereign immunity, shall remain unchanged

and in full force and effect.

8. General Provisions.

- A. Entirety of Subgrantee Contract.** The Original Subgrantee Contract, consisting of consisting of twelve (12) pages, this Amendment One, consisting of three (3) pages, and Attachment A-1, Revised Statement of Work, consisting of one (1) page, represents the entire and integrated Subgrantee Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. The parties recognize that this Contract, as amended, is subject to the FFY 2014 Sweetwater County Tripartite Board grant application, the FFY 2014 Wyoming CSBG State Management Plan, and the Subgrantee's FFY 2014 CSBG Application, both of which can be located for review at the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

8. **Signatures.** In witness thereof, the parties to this Amendment, either personally or 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 is the date of the signature last affixed to this page.

AGENCY: SWEETWATER COUNTY

Wally Johnson, Chairman
Sweetwater County Commission

Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM



Marc Dedenbach,
Deputy County and Prosecuting Attorney

7-21-14
Date

SUBGRANTEE: ROCK SPRINGS YOUNG AT HEART

Name and Title

Date

ATTACHMENT A

STATEMENT OF WORK

This Attachment A is incorporated into the Subgrantee Contract between Sweetwater County (Agency) and Rock Springs Young At Heart (Subgrantee) in regard to the Community Services Block Grant (CSBG) Program.

FFY 2014 Contract

General Description

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

Timeline and Deliverables

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

Program Name and Description	Estimated Clients to Be Served	Amount Funded	Grant End Date
Rock Springs Young At Heart			
1. In-Home Services	23	\$23,600.00	9/30/2014
2. Meals	60	\$18,720.00	9/30/2014
1. Provide partial salaries for homemaker positions to provide home repairs, chore services for extreme circumstances and general household assistance for eligible low-income seniors and/or individuals with disabilities.			
2. Provide food, household supplies, and equipment for special-diet or regular home-delivered meals to low-income homebound seniors.			

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: August 5, 2014	Name & Title of Presenter: Kimmie Felderman, Caseworker
Department or Organization: Sweetwater County DSP	Contact Phone & E-mail: (307) 922-5274 feldermank@sweet.wy.us
Exact Wording for Agenda: Acceptance of MOA with City of Rock Springs for the DSP Program	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 10:30 - Noon for Placement Less than 15 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information: The original MOA with signatures of Rock Springs City Council Member, Mayor and City Clerk, will be sent in the inner office mail for Chairman Johnson's Signature at the meeting.	

- 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.

11/11/14
RESOLUTION NO. 2014- 11

A RESOLUTION ACCEPTING AND APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ROCK SPRINGS, WYOMING, AND THE COUNTY OF SWEETWATER, WYOMING, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND LISA M. TARUFELLI, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, Sweetwater County (SWC) collects and dispenses all monies secured by grant or otherwise for the DUI Supervised Probation Program (DSP); and

WHEREAS, DSP has in the past, and will in the future provide a unique function to the City of Rock Springs by supervising individuals sentenced in Rock Springs Municipal Court for Driving Under the Influence of Alcohol related offenses; and

WHEREAS, the City of Rock Springs desires to have DSP continue such activities to assure drunk driver compliance with their mandated probationary terms, and DSP desires to do so, but requires financial assistance in order to carry out its activities; and

WHEREAS, the amount of Ten Thousand Dollars and No Cents (\$10,000.00) from the City of Rock Springs, payable in quarterly installments of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00), on September 30, 2014; December 31, 2014; March 31, 2015; and June 30, 2015, or as close hereto as is convenient for the City of Rock Springs.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the terms and conditions of the Memorandum of Agreement between the City of Rock Springs and the County of Sweetwater, Wyoming, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

Section 2. That the Mayor of the City of Rock Springs be, and he is hereby, authorized, empowered and directed to execute said Memorandum of Agreement on behalf of said City; and that the City Clerk of said City, be and she is hereby, authorized and directed to attest to said Memorandum of Agreement and to attach to said Memorandum of Agreement a certified copy of this resolution.

PASSED AND APPROVED this 15th day of July, 2014.

Glennise Meekhof
President of the Council

[Signature]
Mayor

Attest:

[Signature]
City Clerk

THE STATE OF WYOMING)
COUNTY OF SWEETWATER) ss.
CITY OF ROCK SPRINGS)

I, Carl R. Demshar, Jr., Mayor of the City of Rock Springs, Wyoming, do hereby proclaim that the foregoing Resolution of the said City of Rock Springs was, on the date thereof, duly and regularly passed and approved by the City Council of the said City of Rock Springs and by the Mayor of said City and attested by the City Clerk of said City, and I do hereby proclaim the same to be in full force and effect from and after the date of its passage and approval.



Mayor

THE STATE OF WYOMING)
COUNTY OF SWEETWATER) ss.
CITY OF ROCK SPRINGS)

I, Lisa M. Tarufelli, City Clerk of the City of Rock Springs, Wyoming, do hereby certify that on this 15th day of July, 2014, the foregoing Resolution of the City of Rock Springs was proclaimed by the Mayor of said City to be in full force and effect from and after the passage thereof as set forth in said Resolution, and that the same was posted by me in the office of the City Clerk as directed by the City Council on the 15th day of July, 2014, at 7:15 p.m. of said day.



City Clerk

MEMORANDUM OF AGREEMENT

THIS AGREEMENT entered into between the City of Rock Springs, Wyoming, a municipal corporation of the State of Wyoming, herein referred to as "City" and the County of Sweetwater, Wyoming, a county corporation, herein referred to as "SWC", witnesseth:

WHEREAS, SWC collects and dispenses all monies secured by grant or otherwise for the DUI Supervised Probation Program, herein referred to as "DSP"

WHEREAS, DSP has in the past, and will in the future provide a unique function to the City by supervising individuals sentenced in Rock Springs Municipal Court for Driving Under the Influence of Alcohol related offenses; and

WHEREAS, the City desires to have DSP continue such activities to assure drunk driver compliance with their mandated probationary terms, and DSP desires to do so, but requires financial assistance in order to carry out its activities.

NOW, THEREFORE, IT IS DULY AGREED THAT for and in consideration of the amount of Ten Thousand Dollars and No Cents (\$10,000.00) from the City, payable in quarterly installments of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00), on September 30, 2014; December 31, 2014; March 31, 2015; and June 30, 2015; or as close hereto as is convenient for the City. SWC and DSP hereby agree to:

1. Directly supervise a reasonable number of Defendant's convicted of alcohol related offenses in Rock Springs Municipal Court whom reside within corporate city limits.
2. Assure that Defendant's abide by those terms enumerated in their Judgments and Sentences, including, but not limited to assuring their participation in any drug/alcohol counseling deemed necessary by the statutorily required drug/ alcohol evaluation.
3. Establish reasonable payment plans for those individuals required to pay fines, costs, restitution and DSP fees, or assure that plans already ordered by the Court be followed.
4. Report monthly to the Court and/or City Attorney on Defendant's compliance with the terms of their judgments and sentences.

DATED this _____ day of _____, 2014.

SWEETWATER COUNTY (SWC)

Attest:

Wally Johnson, Chairman

Board Secretary

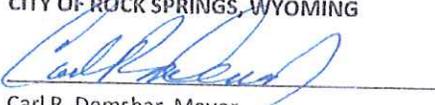
Kimmie Felderman, DSP Program Coordinator/Caseworker

CITY OF ROCK SPRINGS, WYOMING

Attest:



Lisa Tarufelli, City Clerk



Carl R. Demshar, Mayor

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: August 5, 2014	Name & Title of Presenter: Terry Doak, Airport Manager
Department or Organization: Rock Springs Sweetwater County Airport	Contact Phone & E-mail: 307-352-6880, flytd@wyoming.com
Exact Wording for Agenda: ① Acquire Aircraft Rescue Equipment & Fire Fighting Vehicle - Grant Agreement ② Grant Agreement for design Phase of rehabilitating runway	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Agenda Item / 15 Minutes 9/27
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information: → Per walk in request on 7-31-14 ^{Thurs} @ 2:40 p.m. from Terry to add the 2 nd item. Agenda & packet were made already therefor it does not show on agenda. Vickie approved to just place information behind this document.	

- 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.

Sally Shoemaker

From: Shannon Lucero <slucero@rockspringsairport.com>
Sent: Wednesday, July 30, 2014 10:47 AM
To: Sally Shoemaker
Subject: Meeting Request Form
Attachments: RKS AIP-33 Grant Agreement.pdf; Commissioners Meeting Request Form 8-5-14.pdf

Hello Sally,

Please find attached a meeting request form for the August 5, 2014 Commissioners Meeting. A copy of the grant agreement is also attached. We will have the originals to you by Friday.

After further discussion with Terry regarding the draft grant agreement for our design phase of rehabilitating runway 9/27, we have decided to wait until your next meeting in hopes to have the final grant documents in hand. We have until August 29th to have this grant executed.

Thanks Sally, let me know if you need anything further!

Shannon Lucero

Administrative Secretary

Rock Springs Sweetwater County Airport

Hwy 370 Bldg 382

PO Box 1987

Rock Springs, WY 82901

(307) 352-6880 ext. 101

(307) 352-6882 Fax

slucero@rockspringsairport.com



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



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	July 25, 2014
Airport/Planning Area	Rock Springs-Sweetwater County Airport
AIP Grant Number	3-56-0025-033-2014 (Contract No. DOT-FA14NM-1041)
DUNS Number	18-301-6310
TO:	City of Rock Springs and County of Sweetwater, Wyoming and the Rock Springs-Sweetwater County Airport Board (herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 15, 2014, as amended on July 24, 2014, for a grant of Federal funds for a project at or associated with the Rock Springs-Sweetwater County Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Rock Springs-Sweetwater County Airport (herein called the "Project") consisting of the following:

Acquire Aircraft Rescue & Fire Fighting Vehicle

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014 and revised on April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$731,250. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
 - \$0 for planning
 - \$731,250 for airport development or noise program implementation
 - \$0 for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 29, 2014, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after

the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).
10. **Electronic Grant Payment(s)**. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
11. **Informal Letter Amendment of AIP Projects**. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.
- By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.
12. **Air and Water Quality**. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
13. **Financial Reporting and Payment Requirements**. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American**. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
15. **Maximum Obligation Increase for Primary Airports**. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent for land project.
16. **Audits for Public Sponsors**. The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also

provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
18. **Ban on Texting When Driving.**
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts
19. **Trafficking in Persons.**
 - A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
 - B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.
20. **Exhibit A Incorporated by Reference.** The Exhibit "A" updated February 19, 2003, filed with AIP Project 3-56-0025-016, is incorporated herein by reference.

SPECIAL CONDITIONS

22. **Current FAA Advisory Circulars for AIP Projects:** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects, dated March 20, 2014, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
23. **ARFF and SRE Equipment and Vehicles:** The Sponsor agrees that it will:
- 1) house and maintain the equipment in a state of operational readiness on and for the airport;
 - 2) provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - 3) restrict the vehicle to on-airport use only;
 - 4) restrict the vehicle to the use for which it was intended; and
 - 5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.
24. **Equipment Acquisition:** The Sponsor understands and agrees that any equipment acquired through this grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
25. **Agency Agreement:** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the State of Wyoming, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
26. **Final Project Documentation:** The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application Incorporated herein shall be evidenced by execution of this Instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)
John P. Bauer

(Typed Name)
Manager, Denver Airports District Office

(Title)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

CITY OF ROCK SPRINGS, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)
By: _____
(Printed Name of Sponsor's Designated Official Representative)
Title: _____
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, _____.

By _____
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.²

Executed this _____ day of _____, _____.

COUNTY OF SWEETWATER, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

(Printed Name of Sponsor's Designated Official Representative)

Title:

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, _____.

By _____

(Signature of Sponsor's Attorney)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.³

Executed this _____ day of _____, _____.

ROCK SPRINGS-SWEETWATER COUNTY AIRPORT BOARD

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

(Printed Name of Sponsor's Designated Official Representative)

Title:

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____.

By _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Sally Shoemaker

From: Shannon Lucero <slucero@rockspringsairport.com>
Sent: Thursday, July 31, 2014 2:39 PM
To: Sally Shoemaker
Subject: Draft Grant Agreement - RKS AIP-32
Attachments: RKS AIP-32 - Draft Grant Agreement.pdf

Hello Sally,

Per Terry, attached is the draft grant agreement for our AIP-32.

Sorry if squeezing this in causes any inconvenience...

Thank you!!

Shannon Lucero

Administrative Secretary

Rock Springs Sweetwater County Airport

Hwy 370 Bldg 382

PO Box 1987

Rock Springs, WY 82901

(307) 352-6880 ext. 101

(307) 352-6882 Fax

slucero@rockspringsairport.com



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



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>[Enter Grant Offer Date]</u>
Airport/Planning Area	<u>Rock Springs-Sweetwater County Airport</u>
AIP Grant Number	<u>3-56-0025-032-2014 (Contract No. DOT-FA14NM-10XX)</u>
DUNS Number	<u>18-301-6310</u>
TO:	<u>City of Rock Springs and County of Sweetwater, Wyoming and the Rock Springs-Sweetwater County Airport Board</u> (herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated [Enter Project Application Date], for a grant of Federal funds for a project at or associated with the Rock Springs-Sweetwater County Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Rock Springs-Sweetwater County Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 09/27 (Phase I – Design)

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014 and revised on April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75 of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$###,###.
For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
 - \$0 for planning
 - \$###,### for airport development or noise program implementation
 - \$0 for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 29, 2014, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after

the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. **Data Universal Numbering System:** DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. may not be increased for a planning project;
- B. may be increased by not more than 15 percent for development projects;
- C. may be increased by not more than 15 percent for land project.

16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also

provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debar a contractor, person, or entity.
18. **Ban on Texting When Driving.**
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts
19. **Trafficking in Persons.**
 - A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
 - B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.
20. **Exhibit A Incorporated by Reference.** The Exhibit “A” updated January 2003, filed with AIP Project 3-56-0025-016, is incorporated herein by reference.

SPECIAL CONDITIONS

21. **Current FAA Advisory Circulars for AIP Projects:** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects, dated March 20, 2014, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
22. **Design Grant:** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.
23. **Agency Agreement:** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the State of Wyoming, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
24. **Final Project Documentation:** The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.
25. **AGIS Requirements:** Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)
John P. Bauer

(Typed Name)
Manager, Denver Airports District Office

(Title)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____.

CITY OF ROCK SPRINGS, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)
By: _____
(Printed Name of Sponsor's Designated Official Representative)
Title: _____
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____.

By _____
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.²

Executed this _____ day of _____, _____.

COUNTY OF SWEETWATER, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

(Printed Name of Sponsor's Designated Official Representative)

Title:

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____.

By _____

(Signature of Sponsor's Attorney)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.³

Executed this _____ day of _____, _____.

ROCK SPRINGS-SWEETWATER COUNTY AIRPORT BOARD

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

(Printed Name of Sponsor's Designated Official Representative)

Title:

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, _____.

By _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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

August 5, 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

August 5, 2014

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

Public Hearing

1. Language Amendments
Sweetwater County Zoning Resolution
Certification of 2014 Zoning Resolution

Public Hearing # 1

Board of County Commissioners

August 5, 2014

Property Owner

Sweetwater County Land Use Language Amendment Certification of 2014 Zoning Resolution

Other Parties

Sweetwater County
Land Use Office

Summary of Application

The Sweetwater County Land Use Department is requesting several Language Amendments to the Sweetwater County Zoning Resolution. The goal was to have the Zoning Resolution be a more user friendly code, consolidate repetitive language, reorganize the structure of the book to allow for better flow, make grammatical changes, clarify regulations, streamline specific applications, and address some of the zoning issues in the County.

Legal Description

The major changes include the following:

Current Zoning

1. Reduce the Zoning Resolution approximately 150 pages.
2. Provide new Guest House Regulations.
3. Permitted Uses have been placed in to a chart.
4. Provide new Temporary Use Regulations.
5. Parking Section Revised
6. Setback Chart and Reduction for properties with Fire Protection
7. Fuel Requirements aligned with International Fire Code.
8. Development Standards placed in to one area of the code.
9. Consolidate lengthy regulations in to easy to read charts.
10. Clarify major site plan requirements.
11. Revise non-conforming rights.

Legal Requirements

Adjacent Notices Sent:

Public Hearing Advertised:

March 7, 2014

Sign Posted:

Some of these amendments were brought on during the amendment process from members of the public whom own property in the unincorporated areas of the County. Specifically, there have been additional uses placed in to the commercial and commercial recreational zone districts based on public input.

Utilities & Districts

Water:

Sewer:

Others:

Additionally, changes will be made to the zone map, which include the removal of City Zoning out of the County and replacing with applicable County Zoning.

Land Use Presenter

Eric Bingham
Land Use Director
(307) 872-3916

Staff is requesting the Board approve the Notice of Intent as required by Wyoming Statute

Public Hearing # 1

Sweetwater County Land Use Language Amendment

Public Comments:

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

Agency Comments:

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

Staff Comments, Recommendations and Conditions:

The Planning and Zoning Commission approved and certified their recommendation of the newly amended Zoning Resolution on May 14th, 2014. The recommendation came after two workshops held by the Planning and Zoning Commission in the month of April and May 2014. Public comments were also taken at the workshops and incorporated in to the language.

The Board of County Commissioners voted 5-0 to approve the signing of a Notice of Intent for the newly amended 2014 Zoning Resolution on June 17, 2014. The amended Zoning Resolution has been advertised over the mandatory 45 day period and no public comments have been received. Staff recommends approval of the certification of the 2014 Zoning Resolution.

**NOTICE OF INTENT
LANGUAGE AMENDMENTS TO THE SWEETWATER COUNTY ZONING RESOLUTION
REPEAL OF EXISTING ZONING RESOLUTION AND
THE ADOPTION OF THE 2014 ZONING RESOLUTION**

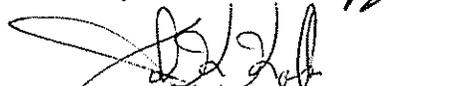
1. The Sweetwater County Board of County Commissioners intends to amend the Sweetwater County Zoning Resolution.
2. This amendment will repeal the Sweetwater County Zoning Resolution in its entirety.
3. This amendment will adopt the Sweetwater County Zoning Resolution which is short titled the 2014 Zoning Resolution.
4. This amendment will adopt new rules as authorized by Wyoming Statute 16-3-103.
5. This amendment complies with the requirements of Wyoming Statute 9-5-304.
6. Any interested person may obtain a copy of the proposed amendments by visiting the Sweetwater County website at sweet.wy.us, Planning and Zoning Department, Development Codes webpage or by requesting a copy from the Sweetwater County Land Use Department, 80 West Flaming Gorge Way, Suite 23, Green River, WY, 82935; by phone at 307-922-5430; by fax at 307-872-3991 or by Email at landuse@sweet.wy.us.
7. Any interested persons may comment on the amendments by writing to the Sweetwater County Land Use Department, 80 West Flaming Gorge Way, Suite 23, Green River, WY, 82935. All comments must be received before **August 3, 2014**.

Signed this 17th day of June, 2014.

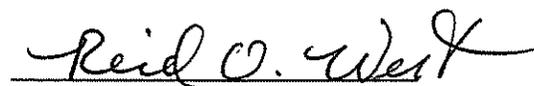
Sweetwater County
Board of County Commissioners


Wally J. Johnson, Chairman


Gary Bailiff, Member

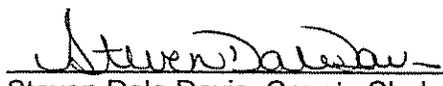

John K. Kolb, Member


Don Van Matre, Member


Reid O. West, Member



Attest:


Steven Dale Davis, County Clerk

RESOLUTION 14-08-CC-01

Language Amendment to the Sweetwater County Zoning Resolution Repeal Sweetwater County Zoning Resolution and Replace with Sweetwater County Zoning Resolution short titled 2014 Zoning Resolution

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

Whereas, on March 7, 2014 the Sweetwater County Land Use Department advertised that a public hearing would be held before the Sweetwater County Planning and Zoning Commission at 10:00 a.m. on April 9, 2014 proposing to amend the Sweetwater County Zoning Resolution, and;

Whereas, the Sweetwater County Planning and Zoning Commission held a public hearing on April 9, 2014 regarding the proposed Language Amendments to the Sweetwater County Zoning Resolution, and;

Whereas, the Sweetwater County Planning and Zoning Commission at their public hearing on April 9, 2014 requested and received public comment, and;

Whereas, after due consideration and discussion of all public comments received, the Planning and Zoning Commission voted 4-0 to table the hearing and hold a workshop on April 23, 2014 concerning the Language Amendments, and;

Whereas, the Sweetwater County Planning and Zoning Commission held workshops regarding the proposed amendments on both April 23, 2014 and May 7, 2014 at which public comments were requested and received, and;

Whereas, the Sweetwater County Planning and Zoning Commission took the motion for the hearing from the table at their regularly scheduled meeting of May 14, 2014 at which time public comments were requested and received, and;

Whereas, the Sweetwater County Planning and Zoning Commission voted 4-0 to recommend the proposed Language Amendments to the Sweetwater County Zoning Resolution and did certify their recommendation, and;

Whereas, the Sweetwater County Board of County Commissioners held a public hearing regarding the proposed language amendments on June 3, 2014, and;

Whereas, the Sweetwater County Board of County Commissioners requested and received public comment, and after due consideration and discussion signed notice of its intention to repeal the Sweetwater County Zoning Resolution in its entirety and replace it with the Sweetwater County Zoning Resolution which is short title the 2014 Zoning Resolution, and;

Whereas, at least forty-five (45) days have lapsed since the Sweetwater County Board of County Commissioners expressed its intent, pursuant to W.S. §16-3-103(a)(i), to repeal the Sweetwater County Zoning Resolution, replace it with the Sweetwater County Zoning Resolution (short titled the 2014 Zoning Resolution), to adopt the language as attached,

including the Official Zoning Map, and further authorizing the Land Use Office to make minor administrative, non-substantive changes as needed,

Now therefore be it resolved that the Sweetwater County Board of County Commissioners, as authorized by Wyoming Statute, hereby repeals the Sweetwater County Zoning Resolution, replaces it with the Sweetwater County Zoning Resolution (short titled the 2014 Zoning Resolution) and **APPROVES** the proposed language as presented, including the Official Zoning Map, and further authorizes the Land Use Office to make minor administrative, non-substantive changes as needed.

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

Dated this 5th day of August, 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

CERTIFICATION PAGE

**Amended Rules and Regulations of the
Sweetwater County Board of County Commissioners
Sweetwater County, Wyoming**

We hereby certify that Resolution 14-08-CC-01 regarding the Sweetwater County Zoning Resolution has been approved by the Sweetwater County Commission in accordance with all applicable provisions of the Administrative Procedures Act, including:

1. At its regular meeting on June 3, 2014, the Sweetwater County Commission announced its intent to repeal the Sweetwater County Zoning Resolution in its entirety and replace it with the Sweetwater County Zoning Resolution (short titled the 2014 Zoning Resolution).
2. Prior to adoption, these rules were made available for public inspection, and more than forty-five (45) days have lapsed since the Sweetwater County Commission announced its intent to adopt said rules.
3. The Sweetwater County Zoning Resolution (short titled the 2014 Zoning Resolution) shall become effective immediately.

Signed this 5th day of August, 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

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 8/5/2014	Name & Title of Presenter: Garry McLean
Department or Organization: Human Resources	Contact Phone & E-mail: 872-3913
Exact Wording for Agenda: Approval of Delta Dental Administrative Services Contract	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information:	

- 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.

Sally Shoemaker

From: Brenda Rael - Sweetwater County Human Resources Department
Sent: Thursday, July 24, 2014 10:52 AM
To: Sally Shoemaker
Subject: HR rqst for meeting - Delta Dental contract
Attachments: 2014-2015 Delta Dental ASO Agreement.pdf; 2014.08.05 HR rqst for meeting - Delta Dental Contract.pdf

Sally,

Please find attached Garry's request for meeting with the Board on 8/5/14 concerning the Delta Dental Administrative Services Contract.

Thank you,
Brenda

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

**DELTA DENTAL PLAN OF WYOMING
A WYOMING NON-PROFIT CORPORATION
D.B.A. DELTA DENTAL OF WYOMING**

(A Non-Profit Corporation Incorporated in Wyoming and a member of the Delta Dental Plans Association)

6234 Yellowstone Rd, Cheyenne, WY 82009

(Herein called Delta Dental)

ADMINISTRATIVE SERVICES CONTRACT

IN CONSIDERATION of the application made by Sweetwater County, herein called Sweetwater County, and IN CONSIDERATION of payment by the APPLICANT of the premiums as herein provided, Delta Dental hereby agrees to provide the benefits described herein for the period July 1, 2014 (herein called the effective date) through June 30, 2015 and from year to year thereafter, unless this Contract is terminated as provided herein. Premiums are payable by Applicant as provided herein. This Contract is issued and delivered in the State of Wyoming, is governed by the laws thereof and is subject to the terms and conditions recited on the subsequent pages hereof, which are a part of this Contract as fully as if recited over the signatures hereto affixed.

IN WITNESS HEREOF, Delta Dental has caused this Contract to be signed this 10th day of July, 2014.

SWEETWATER COUNTY

By: _____

Title

DELTA DENTAL OF WYOMING

By: Kenny P. Hall
President/CEO

Title

**DELTA DENTAL OF WYOMING
CONTRACT**

ARTICLE I – DEFINITIONS

For the purpose of this Contract, the following definitions shall apply:

- 1.01 "Alternate benefit/Optional benefit" is a provision in a dental plan contract that allows the third-party payer to determine the benefit based on an alternative procedure that is generally less expensive than the one provided or proposed.
- 1.02 "Amalgam" is a silver material used to fill cavities that are placed on the tooth surface (that is used for chewing) because it is a particularly durable material.
- 1.03 "Annual Maximum Benefit" means the maximum benefit each adult member is eligible to receive for covered services in a covered year. This amount is shown in Appendix A and on the Summary of Benefits sheet.
- 1.04 "Applicant" wherever used in this Contract means Sweetwater County, hereinafter referred to as "Sweetwater County."
- 1.05 "Approved amount" is the total amount that the dentist is permitted to collect as payment in full for the specified service. It includes the dental benefit plan's payment as well as the patient's deductible and/or co-insurance.
- 1.06 "Benefits" means those dental services which are available under the terms of this Contract as specified in the attached Appendix A which is incorporated herein by reference.
- 1.07 "Benefit Handbook" and Summary of Benefits are issued to a covered person insured through the Group. The benefit handbook outlines the benefits provided.
- 1.08 "Caries" is a term that is used for tooth decay.
- 1.09 "COBRA" or Consolidated Omnibus Budget Reconciliation Act is a law that requires certain employers to offer continued health insurance coverage to eligible employees and/or their dependents who have had their health insurance coverage terminated.
- 1.10 "Co-insurance" means the percentage of the maximum plan allowance (MPA) paid by the covered person for a specific benefit each time such benefit is provided under this contract, subject to the coverage percentage.
- 1.11 "Completion date" is the date a procedure is completed. It is the insertion date for dentures and partial dentures. It is the cementation date (regardless of the type of cement used) for inlays, onlays, crowns, and fixed bridges.
- 1.12 "Composite" is a white resin material used to fill cavities which has less durability, thus it is placed on non-stress bearing surfaces of front teeth because the color more closely resembles the natural tooth than does the color of amalgam.
- 1.13 "Coverage percentage" means the percentage of the maximum plan allowance paid by Delta Dental for a specific benefit, as specified in the summary of benefits.
- 1.14 "Contract" means this agreement between Delta Dental and Applicant including the Application of the Applicant for this Contract and the attached appendices, endorsements and riders, if any. This Contract constitutes the entire Contract between the parties.
- 1.15 "Contract Term" means the period commencing on the Effective Date and terminating on June 30, 2015, and each yearly period thereafter.
- 1.16 "Contract Year" means the twelve (12) month period commencing on the Effective Date and each yearly period thereafter.
- 1.17 "Co-payment" is a fixed dollar amount paid each time certain covered services are received.

- 1.18 "Crown" is the artificial covering of a tooth with metal, porcelain or porcelain fused to metal and covers teeth that are weakened by decay or severely damaged or chipped.
- 1.19 "Debridement" is the removal of subgingival and/or supragingival plaque and calculus in order to complete an oral evaluation.
- 1.20 "Deductible" means the specified dollar amount that a covered person is required to pay each contract term before Delta Dental will pay for benefits as specified in the summary of benefits and Appendix A.
- 1.21 "Delta Dental" means Delta Dental Plan of Wyoming, a non-profit dental service corporation, d.b.a. Delta Dental of Wyoming, acting for itself.
- 1.22 "Dentist" means a duly licensed dentist legally entitled to practice dentistry at the time and in the place services are performed.
- 1.23 "Dentures" (complete/partial) replace missing permanent teeth with a removable set of artificial teeth.
- 1.24 "Dependents" are a subscriber's lawful spouse, and children including step and adopted children.
- 1.25 "Eligible Employee" means any employee who meets the conditions of eligibility outlined in Appendix B of this Contract.
- 1.26 "Eligible Dependent" means any of the dependents of an Employee, if dependents are eligible for benefits hereunder in accordance with the conditions of eligibility outlined in Appendix B of this Contract.
- 1.27 "Eligible Person" means an employee or a dependent who meets the conditions of eligibility outlined in Appendix B of this Contract.
- 1.28 "Eligibility Date" means the date an Employee's eligibility for benefits becomes effective under the terms of this Contract.
- 1.29 "Endodontist" is a dentist who specializes in diseases of the tooth pulp, performing such services as root canals.
- 1.30 "Exclusion" is a dental service or procedure not covered by a dental program.
- 1.31 "Explanation of benefits" is a statement sheet that explains how your claim was processed, payment by Delta Dental, your responsibility, and other pertinent information.
- 1.32 "Fluoride" is a chemical compound that prevents cavities and makes the tooth surface stronger so that teeth can resist decay.
- 1.33 "General anesthesia" is a patient induced state of unconsciousness determined by the provider to complete treatment.
- 1.34 "General dentist" is a dentist who provides a full range of dental services for the entire family.
- 1.35 "Grievance" means any dissatisfaction with the administration, claims practices or provision of services by Delta Dental that is expressed in writing by or on behalf of an eligible person.
- 1.36 "Group" means the employer, association, union or other organization contracting with Delta Dental to provide benefits to its eligible employees or members and/or their dependents if applicable.
- 1.37 "Health Insurance Portability and Accountability Act of 1996" is a federal law that requires all health plans, including health care clearinghouses and any dentist who transmits health information in an electronic transaction, to use a standard format. Providers' paper transactions are not subject to this requirement.

- 1.38 "ID number" is the unique number assigned by the administrator of your dental plan or the Social Security number of the primary subscriber.
- 1.39 "Implant" is a material inserted or grafted into tissue. Dental implant is a device specially designed to be placed surgically within or on the mandibular or maxillary bone as a means of providing dental replacement.
- 1.40 "Initial Enrollment Period" means the initial period of time, as determined by the group and Delta Dental, during which eligible employees may enroll eligible persons.
- 1.41 "Late enrollee" is a subscriber or dependent that does not enroll in the plan when initially eligible.
- 1.42 "Limitations" are restricting conditions - such as age, period of time covered, and waiting periods - under which a group or individual is insured.
- 1.43 "Maximum Plan Allowance" means the amount that Delta Dental will pay for a service, supply or dental procedure.
- 1.44 "Medically Necessary Orthodontia" means orthodontic services to help correct severe handicapping malocclusions caused by craniofacial orthopedic deformities involving the teeth.
- 1.45 "Non-Participating Dentist" means a licensed dentist who has not entered into a written agreement with Delta Dental and is not a participating dentist.
- 1.46 "Open Enrollment Period" means an enrollment period after the initial enrollment period during which eligible persons may apply to become covered persons and existing covered persons may apply to change to another coverage option, if available, or elect to terminate coverage.
- 1.47 "Oral surgeon" is a dentist who removes teeth, including impacted wisdom teeth, repairs fractures of the jaw and other damage to the bone structure around the mouth.
- 1.48 "Orthodontics" is the correction of misaligned teeth and jaw or the straightening of teeth. Also called braces.
- 1.49 "Orthodontist" is a dentist who corrects misaligned teeth and jaws, usually by applying braces.
- 1.50 "Out of Pocket Costs" means deductibles and co-insurance which the covered person is responsible to pay.
- 1.51 "Participating Dentist" means a licensed dentist who has agreed to render services in accordance with terms and conditions established by Delta Dental and has satisfied Delta Dental that he is in compliance with such terms and conditions.
- 1.52 "Pediatric dentist" is a dentist who generally limits his/her practice to children and teenagers. Also known as a Pedodontist.
- 1.53 "Periodontist" is a dentist who treats diseases of the gums.
- 1.54 "Periodontal scaling/root planing" is the removal of hard deposits, with metal scalers and curettes, on the root surfaces. The intent is to remove the diseased elements of the root surface, thereby permitting healing and potential reduction in depth of the periodontal pocket.
- 1.55 "Preauthorization" is the process by which Delta Dental determines if a procedure or treatment is a referable Benefit under the Enrollee's plan.
- 1.56 "Premium" means amounts payable monthly by Applicant as provided in Article III, Paragraph 3.01.
- 1.57 "Prevailing Fee" means the most commonly charged fee for a particular procedure in the geographic area or population center where covered dental services are provided, so long as it is not less than the average fee for such procedure. Such "Prevailing Fees" shall be kept current through analysis of fee data not less frequently than once every twelve (12) months.

- 1.58 "Primary insurance" is the insurance carrier or third party payee that pays for services rendered to a covered person before any other carriers would.
- 1.59 "Prophylaxis" is a professional cleaning to remove plaque, tartar (calculus), and stain from teeth to help prevent dental disease.
- 1.60 "Pulpotomy" is a partial removal of the pulp.
- 1.61 "Radiograph" is the photographic representation of opaque objects produced by the action of ionizing radiation upon sensitized plate or film. Also known as an x-ray.
- 1.62 "Root canal therapy" is the treatment of a tooth having a damaged pulp; usually performed by completely removing the pulp, sterilizing the pulp chamber and root canals, and filling these spaces with inert sealing material.
- 1.63 "Sealant" is a thin plastic material used to cover the biting surface of a tooth to prevent tooth decay.
- 1.64 "Secondary insurance" is the insurance carrier or third party payee that would process its payment for a claim after a primary carrier made payment, and make any additional payments as necessary.
- 1.65 "Single Procedure" means a dental procedure to which a separate procedure number has been assigned. (See Article X Procedure Codes and Nomenclature of this Contract.)
- 1.66 "Space maintainer" is a mechanical or prosthetic device used to prevent the drifting of teeth in an area where there has been premature loss of a tooth or teeth.
- 1.67 "Special Enrollment Period" means the 30 day period of time after each of the following events during which an eligible employee can enroll eligible persons under this contract:
- (a) A change in family status (marriage, divorce, legal separation, birth of a natural born child, adoption of a child or placement for adoption of a child) after the effective date of the policy;
 - (b) A loss of other coverage under another group plan;
 - (c) COBRA exhaustion;
 - (d) Loss of coverage under the eligible employee's alternate plan;
 - (e) Termination of Medicaid coverage or the Children's Health Insurance Program (CHIP) coverage as a result of loss of eligibility;
- 1.68 "Subscriber" means an eligible employee or member of the group who (a) has completed and signed the documents necessary for coverage under the contract, (b) has been accepted by Delta Dental as a subscriber, and (c) for whom the appropriate premium has been paid.
- 1.69 "Summary of Benefits" is a listing of the specific benefits and benefit limitations for dental benefits provided under the terms of this contract. The summary of benefits is included in the benefits handbook.
- 1.70 "Treatment plan" is a written report prepared by a dentist showing the dentist's recommended treatment of any dental disease, defect, or injury.
- 1.71 "Waiting Period" means a period of time defined by the dental contract before benefits are covered.
- 1.72 "Wisdom tooth" is the adult molar tooth, also called a third molar that is furthest back in the mouth. There are four third molars, two in the lower jaw and two in the upper jaw, one on each side.
- 1.73 "X-ray" is an image used for diagnosing oral health conditions that is produced by projecting small amounts of radiation on photographic film. Also called a radiograph.

1.74 Each of the words in the term "usual, customary and reasonable" as used herein shall have the following meanings:

USUAL - A "Usual" fee is that fee usually charged for a given service by an individual dentist to all his private patients, i.e., his own usual fee.

CUSTOMARY - A fee is "Customary" when it is within the range of usual fees charged by dentists of similar training and experience for the same service within that same specific and limited geographic area, as determined by Delta Dental.

REASONABLE - A fee is "Reasonable" when it meets the above two criteria and when it is justifiable considering the special circumstances of the particular case involved.

ARTICLE II – ELIGIBILITY

Every employee (and dependent, if applicable) who meets the conditions of eligibility set forth in Appendix B attached hereto and incorporated herein by reference shall be considered an "Eligible Person."

ARTICLE III – MONTHLY PAYMENT

3.01 The monthly premium required by Sweetwater County to be made to Delta Dental shall be the sum of the following:

- A. The total amount of claim payments made for covered dental services during the calendar month; and
- B. An administrative fee of \$4.15 PER SUBSCRIBER PER MONTH as compensation for administration of the dental program.

The rates in this Contract are guaranteed for one (1) year from the original date of the contract.

3.02 Payment shall be made for both claims paid and the monthly per participant administrative fee within five (5) business days of notification of the amount of such claims and fee by Delta Dental to Sweetwater County. Such notifications shall be given by mail as soon after the middle of the month and the end of each month as is practicable for Delta Dental.

3.03 In the event of Agreement termination or non-renewal, Delta Dental will continue to make payments for dental services performed prior to the termination date but paid by Delta Dental after the termination date plus an administrative fee of \$9.00 per claim, provided such bills are presented to Sweetwater County within one (1) year of the termination date of the Agreement.

3.04 The per subscriber per month administrative fee by Applicant under this Contract is based upon:

525* Total Number of Employees

*approximate

These numbers may change on a month to month basis with additions and deletions to be provided promptly by the administrative offices of Sweetwater County.

ARTICLE IV – BENEFITS PROVIDED, LIMITATIONS AND EXCLUSIONS

Benefits under this Contract shall be determined in accordance with the Description of Allowable Benefits, attached hereto as Appendix A subject to the Limitations and Exclusions thereof.

ARTICLE V – COORDINATION OF BENEFITS

5.01 Benefits subject to this Article. All of the benefits provided under this Contract are subject to this Article.

5.02 Definitions:

A. "Program" means any contract providing benefits or services for or by reason of dental care or treatment; which benefits or services are provided by or through:

1. any group service, or group prepayment plan, or group practice or any group, or blanket insurance coverage; or
2. coverage under labor-management trusted programs, union welfare programs, employer or employee benefit organization program; or
3. any governmental program, or coverage provided by any statute (other than Title XIX or the Social Security Act.)

The term "Program" shall be construed separately with respect to each policy, contract or other arrangement for benefits or services and separately with respect to that portion of any such policy, contract, or other arrangement which reserves the right to take the benefits or services of other plans into consideration in determining its benefits and that portion which does not.

B. "This Program" shall mean this entire Contract and all benefits hereunder.

C. "Allowable Benefits" means any necessary, reasonable and customary item of expense, at least a portion of which is covered under at least one of the Programs covering the person for whom claim is made or service provided.

1. When a Program provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered shall be deemed to be both an allowable benefit and a benefit paid.

D. "Claim Determination Period" means a calendar year

E. "Dependent" means, with respect to any other Program, any person who qualified as a dependent under such Program.

5.03 Effect on Benefits

A. This article shall apply in determining the benefits as to a person covered under this Contract for any Claim Determination Period if, for the Allowable Benefits provided as to such person during such period, the sum of (i) the benefits that would be payable under this Program in the absence of this provision, and (ii) the benefits that would be payable under all other Programs in the absence therein of contractual terms of similar purpose to this provision would exceed such Allowable Benefits.

B. As to any Claim Determination Period with respect to which this article is applicable, the benefits that would be payable under this Program in the absence of this provision for the Allowable Period shall be reduced to the extent necessary so that the sum of benefits under all other Programs, except as provided in subparagraph (C) of this paragraph (5.03) shall not exceed the total of such Allowable Benefits. Benefits payable under another Program include the benefits that would have been payable had a claim been duly made for those benefits.

C. If, (i) another Program which is described in subparagraph (B) of this paragraph (5.03) and which contains a provision coordinating its benefits with those of this Program would, according to its rules, determine its benefits after the benefits of this Program have been determined, and (ii) the rules set forth in Subparagraph (D) of this paragraph (5.03) would require this Contract to determine its benefits before such other Program, then the benefits of such other Program will be ignored for the purpose of determining the benefits under this Program.

D. For the purposes of subparagraph (C) of this paragraph (5.03), the rules establishing the order of benefit determination are:

1. The benefits of a Program which covers the person on whose Allowable Benefits claim is based other than as a dependent shall be determined before the benefits of a Program which covers such person as a Dependent;
 2. The benefits of a Program which covers the person on whose Allowable Benefits claim is based as a Dependent of both spouses, shall be determined according to the birthday rule, that is, the parent with the birthday occurring first during the year, will be determined as the covered person with allowable benefits.
- E. When this article operates to reduce the total amount of benefits otherwise payable to a person covered under this Contract during any Claim Determination Period, each benefit that would be payable in the absence of this article shall be reduced proportionately and such reduced amount shall be charged against any applicable benefit limit of this Contract.
- 5.04 Right to Receive and Release Necessary Information. For the purpose of determining the applicability of and implementing the terms of this article or any provision of similar purpose of any other Program, Delta Dental may, without the consent of or notice to any Covered Person, release to or obtain from any insurance company or other organization or person, any information, with respect to any Covered Person, which Delta Dental deems to be necessary for such purposes. Any Covered Person claiming benefits under this Program shall furnish to Delta Dental such information as may be necessary to implement this provision. Delta Dental shall not be required to determine the existence of any other Program, except through the Covered Person claiming benefits under this Contract.
- 5.05 Multiple Coverage. If a covered person is eligible for benefits under two or more Programs underwritten by Delta Dental, and more than one of the Programs provides coverage for a particular service, Delta Dental will pay according to Paragraph III of this provision. The cost of such payment will be distributed pro-rata between the applicable Programs.
- 5.06 Facility of Payment. Whenever payments which should have been made under this Program in accordance with this article have been made under any other Program, Delta Dental shall, with the written consent of the Covered Person, pay over to any organization making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this article, and amounts to be paid shall be deemed to be benefits paid under this Program and, to the extent of such payments Delta Dental shall be fully discharged from liability under this Program.
- 5.07 Right of Recovery. Whenever payments have been made by Delta Dental with respect to Allowable Benefits in total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of this article, Delta Dental shall have the right to recover such payments to the extent of such excess, from among one of more of the following, as Delta Dental shall determine: any persons to or for or with respect to whom such payments were made.

ARTICLE VI – CONDITIONS UNDER WHICH BENEFITS SHALL BE PROVIDED

- 6.01 Benefits, except as otherwise provided in Article IV hereof, are available from the Eligibility Date of an Eligible Person.
- 6.02 While an Eligible Person may elect the service of any dentist, Delta Dental does not undertake to guarantee the availability of or the quality of care of any particular dentist.
- 6.03 In consideration of waiving physical examination of an Eligible Person and as a condition precedent to the approval of claims hereunder, Delta Dental shall be entitled to receive, to such extent as may be lawful, from any attending or examining dentist, or from hospitals in which a dentist's care is rendered, such information and records relating to attendance to or examination of, or treatment rendered to, an Eligible Person as may be required in the administration of such claims, provided, however, that Delta Dental shall in every case hold such information and records as confidential.

- 6.04 The Dental Director (or Dental Consultant) of Delta Dental shall have the right to resolve any question concerning dental services or treatment as they relate to coverage under this Plan and any such determination shall be held to be conclusive and binding upon Delta Dental, the eligible person and the dentist, unless within sixty (60) days following receipt of notice of the rejected procedure or other written notice of such decision, any person aggrieved thereby shall appeal the same to Delta Dental. The notice of denial of claim shall be in writing and shall specify the reason or reasons for denial, and shall include specific reference to pertinent plan provisions upon which the denial is based, shall provide a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary and shall provide appropriate information as to the steps to be taken if the participant or beneficiary wishes to submit his or her claim for review. Such written notice shall be provided within ninety (90) days of submission of the claim unless special circumstances require an extension, in which case a written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day termination period. In the event of an appeal of a determination, the matter shall be referred by Delta Dental to a peer review council or committee of the appropriate dental society for determination. As part of the process, the claimant or his duly authorized representative may request a review upon written application to the Plan may review pertinent documents and may submit issues and comments in writing to the peer review council or committee reviewing the claim. A decision by the peer review council or committee shall be made promptly and ordinarily not later than sixty (60) days after the Plan's receipt of a request for review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of a request for review. If such an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. The decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, as well as specific references to the pertinent Plan provisions on which the decision is based. If the decision on review is not furnished within the time-frame specified above, the claim shall be deemed denied on review. It is the intention of Delta Dental that claims and review procedures comply in all respects with ERISA and implementing regulations.
- 6.05 Dentists who participate in Delta Dental agree to adhere to precautionary practice standards set forth by federal and state licensing agencies. These agencies are charged with establishing, regulating and enforcing standards including infection-control practices. Delta Dental is not a regulatory agency or responsible for setting or enforcing dental practices or treatment standards. Delta Dental is not responsible for the quality of care rendered by the dentist.

ARTICLE VII – GENERAL PROVISIONS

- 7.01 Delta Dental will upon request issue to the Applicant, and Applicant will make available to each Eligible Employee, a certificate or booklet summarizing the benefits to which the employee is entitled under this Contract and to whom the benefits are payable. If any amendment to this Contract shall materially affect any benefits described in such certificates of booklets, corrected certificates or certificate riders, booklets, or booklet inserts, showing the change shall be issued.
- 7.02 Any controversy or claim not pertaining to dental service or treatment which arises out of or relates to this Contract or the breach thereof, by or among any two or more parties to this agreement, dentists, Eligible Persons or any of them, shall be settled by binding arbitration conducted by a single mutually acceptable arbitrator who shall conduct the arbitration in accordance with the rules of the American Arbitration Association. If the parties are unable to agree upon an arbitrator, they may apply to any court of competent jurisdiction for the appointment of an arbitrator in accordance with the Wyoming Uniform Arbitration Act. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 7.03 No agent of the Applicant, employee, or Delta Dental has authority to change this Contract or waive any of its provisions. No change in this Contract shall be valid unless approved by an executive officer of Delta Dental and evidenced by endorsement hereon.
- 7.04 No action at law or in equity shall be brought to recover on this Contract prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Contract. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.
- 7.05 Any provision of this Contract which, on its Effective Date, is unenforceable under Wyoming law is hereby amended to the minimum requirements of such law.
- 7.06 Payment in Error - If we make a payment in error, we may require the provider of services, the applicant, or the ineligible person to refund the amount paid in error. We reserve the right to correct payments made in error by deducting against subsequent claims, requiring refunds or by taking legal action.
- 7.07 Assignability - This policy is not assignable, except with our prior written consent.
- 7.08 Incontestability clause - Except for fraudulent misstatements in the application, the policy is incontestable after the expiration of three (3) years.
- 7.09 Time limit on certain defenses-Misstatements by applicant - Time limit on certain defenses: (1) After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability, as defined in the policy, commencing after the expiration of such two-year period.
- The foregoing policy provision shall not be so construed as to affect any legal requirement for avoidance of a policy or denial of a claim during such initial two-year period, in the event of misstatement with respect to age or occupation or other insurance.
- 7.10 Non-disclosure - For the first two years from the effective date of this policy, any material misstatement, non-disclosure or concealment, whether or not such are innocent or fraudulent, in relation to any matter affecting this insurance shall render this policy void at our option.
- 7.11 Fraudulent claims - The making by the insured of any fraudulent claims shall render this policy null and void from the effective date and all claims under this policy shall be forfeited.
- 7.12 Clerical error - If a clerical error is made, it will not affect the insurance of any insured. No error will continue the insurance of an insured beyond the date it should end under this policy terms.
- 7.13 Conformity with state laws - On the effective date of this policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirement of such laws.
- 7.14 Not in lieu of Workers' Compensation - This policy is not a Workers' Compensation policy. It does not provide Workers' Compensation benefits.
- 7.15 Grace period on premiums - After the first premium is paid, we will allow a grace period of 31 days for the payment of each subsequent premium amount due. During the grade period this policy will remain in force.
- 7.16 Physical examination and autopsy - The Company, at its own expense, has the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy when and as often as it may reasonably require during the pendency of the claim, and to make an autopsy in case of death where it is not forbidden by law.

- 7.17 Entire Contract - This policy, including the application, contract and any amendments, riders or endorsements, constitute the entire contract of insurance.
- 7.18 Proceeds exempt from creditors - Except as otherwise provided by this policy, the proceeds are exempt from claims of creditors.
- 7.19 Group Replacement - This policy provides for continuance of coverage for all participants when our contract replaces a prior plan's benefits.
- 7.20 Payment of Benefits - Benefits are payable to the insured or to his designated beneficiary(ies) or to his estate. If the insured is a minor or otherwise not competent to give a valid release, the benefits may be made payable to his parent, guardian or other person actually supporting him.

ARTICLE VIII – APPLICANT’S SIGNATURE

- 8.01 Applicant shall compile and furnish to Delta Dental on or prior to the first day of every month, commencing on the Effective Date, a list of all Eligible Employees, showing their Social Security Numbers, their dates of birth, the dates of hire, and if applicable, the location code.
- 8.02 Applicant shall provide information to all Covered Employees as to the existence and terms of this Contract and the right to receive services as provided herein from a dentist of each person's choice, as such choice may be exercised from time to time during the continued eligibility of such person.
- 8.03 Applicant shall advise each Eligible Employee to notify his dentist at the time of his first appointment that he is entitled to benefits under this Contract, and to provide his dentist with group identification and the Eligible Employee's Social Security Number.
- 8.04 Applicant shall permit Delta Dental by its auditors or other authorized representatives, on reasonable advance written notice, to inspect records of Applicant in order to verify the accuracy of lists of Eligible Employees prepared by Applicant and submitted to Delta Dental. Clerical errors or delays in keeping or relating data shall not invalidate eligibility which otherwise would be validly in force or continue eligibility which would otherwise be validly terminated, but, upon discovery of such errors or delays, an equitable adjustment of premium shall be made.

ARTICLE IX – DELTA DENTAL OBLIGATIONS

- 9.01 Delta Dental shall make available a method for predetermination of eligibility and benefits. The purpose of this administrative procedure is to ascertain, in advance of treatment, that the patient is eligible and that proposed professional services are covered benefits under this Contract. The availability of such predetermination method shall be communicated to Eligible Employees in the certificate or booklet summarizing the benefits under this Contract and Delta Dental shall advise Participating Dentists as follows:
- A. to complete and submit to Delta Dental standardized claim forms showing the Eligible Person's dental needs and the treatment necessary in the professional judgment of the dentist. Submission of a claim form in advance of treatment shall not be required for the rendition of emergency treatment, brief and routine services; and
- B. to notify the patient of all actions taken by Delta Dental with respect to such claim form.
- Eligible Persons shall be responsible for determining the participating status of the dentist and for requesting predetermination of eligibility and benefits in accordance with 9.01 (a) above when receiving treatment from a dentist who is not a Participating Dentist.
- 9.02 Delta Dental shall respond to the participating dentist and the patient, within thirty (30) days from the date of receipt of such a form. Delta Dental shall predetermine benefits for treatment plans submitted in accordance with 9.01 (1) herein and when satisfied from the claim form and other data submitted by the dentist that (a) the patient is an Eligible Person hereunder; (b) the

services proposed are Benefits under this Contract; and (c) when applicable, that the total fees to be charged to Delta Dental and the Eligible Person do not exceed the participating dentist's usual, customary and reasonable fees. Such pre-certification shall be for a reasonable period of time, but not longer than the term of this Contract.

- 9.03 Delta Dental shall make no payment for any services rendered to a patient who is not an Eligible Person hereunder at the time or rendition of the service, except to the extent of services performed during a period of authorization issued by Delta Dental pursuant to Paragraph 9.02 of this Article, and except for completion of single procedures which are commenced at the time a patient was entitled to benefits by reason of such authorization.
- 9.04 Payment of Benefits by Plans will be made within forty-five (45) days following receipt of statement of Dentist and claim of Covered Person for Benefit as follows:
 - A. for a Participating Dentist by direct payment to the Dentist.
 - B. for a Non-participating Dentist by direct payment to the Covered Person.
- 9.05 Notification of denial of benefits, for whatever reason, shall be sent to the Eligible Person and to the dentist.
- 9.06 Delta Dental shall not be obligated to pay claims submitted more than twelve (12) months after the date of last service.

ARTICLE X – PROCEDURE CODES AND NOMENCLATURE

Delta Dental will use procedure codes and nomenclature for approved procedures that are designed and approved by Delta Dental Plans Association as adopted from the most frequently used and reported dental procedures. These procedure codes are not all inclusive; however, the procedures are most often benefitted in dental plans. Delta Dental reserves the right to use ADA Codes and/or dental codes as determined by Delta Dental. All procedures, for which codes appear, are not a benefit of every dental plan.

ARTICLE XI – TERMINATION AND RENEWAL

This Contract may be terminated effective at the end of any Contract Term by either Applicant or Delta Dental, by giving written notice to the other at least sixty (60) days prior to the date of termination. This Contract shall be renewed from year to year, after the first Contract Term unless terminated pursuant to this Article or pursuant to Article III.

ARTICLE XII – NOTICE

Any notice under this Contract shall be sufficient if given by either the Applicant of Delta Dental to the other addressed to the office stated in the attached application, and deposited, first class postage paid, in the U.S. Mail. Notification of any increase in premium will be given 60 days prior to enactment, subject to any provisions or amendments applicable to premium increases.

ARTICLE XIII – APPENDICES

Appendix A - Description of Allowable Benefits, Limitations, and Exclusions

Appendix B - Eligibility Requirements

APPENDIX A

Benefits Provided, Limitations and Exclusions

Subject to the exclusions and limitations hereinafter set forth, the following is a description of Allowable Benefits which are covered by this Contract when rendered by a licensed dentist and when necessary and customary, as determined by the standards of generally accepted dental practice.

Written proof of loss must be furnished to Delta Dental at its office in case of claim for loss within twelve (12) months after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claims if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

A-1 Delta Dental shall pay the following benefits based upon the participating dentist's usual, customary and reasonable fee. The fee paid for any particular covered service shall be the lesser of: a) the fee submitted on the Attending Dentist's Statement (claim form); b) the participating dentist's filed fee; or c) the maximum plan allowance, as determined by Delta Dental of Wyoming.

100% of Diagnostic and Preventive Services
80% of Basic Services
80% of Major Services
80% of Non-Adult Orthodontic Services

\$2,500.00 lifetime maximum per person for Orthodontics
For dependent children through the end of the month age nineteen (19) is attained.

Maximum \$2,500.00 per person per calendar year

Deductible \$50.00 per person per calendar year with a maximum of \$600.00 per family unit. Deductible does not apply to Diagnostic and Preventive Services

A-2 The amounts payable by Delta Dental with respect to the services rendered by non-participating dentists shall not exceed the dentist's fees, or the non-participating maximum plan allowance, whichever shall be less.

A-3 The amounts payable by Delta Dental with respect to services rendered by a dentist in another state or country who is not a Participating Dentist of a Delta Plan in that state shall not exceed the amount that would be payable if such services had been provided by a Participating Dentist in Wyoming.

A-4 The amounts payable by Delta Dental with respect to services rendered by a dentist in another state who is a Participating Dentist of a Delta Plan in that state shall not exceed the amount that would be payable by the said other Delta Dental Plan if it were a Participating Delta Dental Plan under this Contract.

COVERED DENTAL SERVICES

Delta Dental will cover the following Services when they are rendered by a licensed dentist and when necessary and customary, as determined by the standards of generally accepted dental practice.

I. Diagnostic & Preventive Services

A. Diagnostic: Necessary procedures to assist the dentist in evaluating existing conditions to determine the required dental treatment.

B. Preventive: Necessary procedures to prevent the occurrence of oral disease. These services (subject to Limitations and Exclusions hereafter include: Exams and/or prophylaxis (cleaning) and bitewing x-rays at six (6) month intervals (not to exceed two (2) in one year), full mouth x-rays once in a thirty-six (36) month period are a payable benefit separately or in conjunction with other diagnostic x-rays, topical application of fluoride solutions once every

twelve (12) months (until the end of the month age nineteen (19) is attained), space maintainers for primary teeth to preserve existing space (until the end of the month age nineteen (19) is attained), sealants on posterior permanent teeth (until the end of the month age nineteen (19) is attained).

II. Basic Services

- A. Oral Surgery, including (a) extractions and (b) surgical dental alveolar procedures and soft tissue lesions.
- B. General anesthetics and their administration by an oral surgeon or when proven medically necessary.
- C. Restorations for treatment of teeth with carious lesions or injury, including synthetic and amalgam fillings.
- D. Emergency treatment for relief of pain.
- E. Periodontics treatment of the gums and supporting structures of the teeth.
- F. Root canal therapy and other endodontic treatment.

III. Major Services

- A. Prosthodontics: The necessary procedures for repair or construction of bridges, partial and complete dentures.
 - 1. Partial Dentures: Delta Dental will provide a standard cast metal or acrylic partial denture or will allow the cost of such procedure toward a more complicated or precision appliance that patient and dentist may choose to use.
 - 2. Complete Dentures: If in the construction of a denture the patient and dentist decide on personalized restorations or employ specialized techniques as opposed to standard procedures, Delta Dental will allow an appropriate amount for the standard denture toward such treatment and the patient must bear the difference in cost.
- B. Restorative Crowns & Onlays: The necessary procedures for provision of crowns, jackets or onlays (except stainless steel crowns which are covered under Basic Services) when teeth cannot be restored with amalgam, composite resin or plastic materials due to extensive caries or fracture. An x-ray must accompany all claims for crowns. Crowns are not a benefit for cosmetic, attrition or preventive reasons.
- C. Dental Implants: The necessary procedures for implants including the crown, bridge or denture over the implant.

IV. Orthodontic Services

- A. Orthodontic diagnostic procedures (including cephalometric x-rays).
- B. Surgical therapy (surgical repositioning of the jaw, facial bones, and/or teeth to correct malocclusion).
- C. Appliance therapy (braces) including oral exams, surgery, extractions and x-rays.
- D. Available only for unmarried, dependent children (through the end of the month age nineteen (19) is attained).

LIMITATIONS

The benefits as outlined in all Plans are subject to the following limitations:

- A. Diagnostic: Exams and bitewing x-rays are a benefit once in a six (6) month period (not to exceed two (2) in one year), full mouth x-rays once in a thirty-six (36) month period are payable separately or in conjunction with other diagnostic x-rays.

- B. Preventive: Prophylaxis is a benefit once in a six (6) month period (not to exceed two (2) in one year). Topical fluoride applications for dependent children are a benefit once every twelve (12) months (until the end of the month age nineteen (19) is attained). Space maintainers are a benefit only to maintain space of primary teeth (until the end of the month age nineteen (19) is attained). Sealants on posterior permanent teeth are benefits once in a three (3) year period (until the end of the month age nineteen (19) is attained).
- C. Restorative: Synthetic restorations (composites) on posterior teeth are optional and not a benefit. An allowance equal to that for silver amalgam restoration will be made in such cases.
- D. Prosthodontic appliances (including bridges, partial and complete dentures), cast crowns, jackets, and cast restorations will be replaced only after five (5) years have elapsed following any prior placement of such appliances under any Delta Dental program.
- E. Interim (surgical or temporary) dentures are considered optional services and are not a benefit.
- F. Replacement will be made of an existing prosthodontic appliance only if it is unsatisfactory and cannot be made satisfactory.
- G. Porcelain or metallic inlays and veneers are considered optional, and as such, are not covered services.
- H. Fixed bridges and/or removable partials are not a benefit for children under age sixteen (16). An allowance equal to the cost of a temporary acrylic partial will be made.
- I. A fixed bridge is not a covered service when done in connection with a removable partial denture in the same arch.
- J. Cast crowns, veneer crowns and jackets are not covered services for children age sixteen (16) or under. An allowance equal to the cost of an acrylic crown or preformed stainless steel crown will be made.
- K. Reline or rebase of dentures are a benefit only twice in a five (5) year period.
- L. Optional services: In all cases in which the patient selects a more expensive plan of treatment than is customarily provided, Delta Dental will pay the applicable percentage of the lesser fee. The patient is responsible for the remainder of the dentist's fee. In the event the treatment of choice is NOT a benefit of the plan, the patient is responsible for the dentist's fee.
- M. If applicable, waiting periods may be waived if the group has had prior coverage for major and/or orthodontic services for the previous twelve (12) months.
- N. Oral Surgery is limited to extractions and surgical dental alveolar procedures and soft tissue lesions. Fractures of the jaw and other oral surgery procedures are not benefits of the plan.

EXCLUSIONS

This contract *does not* provide benefits for dental treatment listed in this section. The exclusions listed in this policy apply to all covered services described in this benefit document. Benefits will not be provided for any service not specifically listed as a covered service or will be limited as indicated. Call us at 1-800-735-3379 if you are unsure if a certain service is covered.

- A. Commencing before the date the Subscriber's dental coverage starts.
- B. Absence of coverage - Dental procedures, services, treatment and supplies for which the Covered Person would have no obligation to pay in the absence of this or any similar coverage.
- C. Allergies - You are not covered for restorations or procedures necessary due to allergies or allergic reaction to dental treatment materials such as allergies to metals or mercury.
- D. Anesthesia or analgesia - You are not covered for local anesthesia or nitrous oxide (relative analgesia) when billed separately from the related procedure. This exclusion does not apply to general anesthesia or intravenous sedation administered in connection with covered oral surgery as described in Benefits.

- E. Broken appointments - You are not covered for any fees charged by your dental office because of broken appointments.
- F. Cleaning of prosthetic appliance - Your plan does not cover the cost of cleaning removable partials or dentures.
- G. Charges for consultation.
- H. Completion of form - Your plan does not cover any charges to complete forms.
- I. Complete occlusal adjustment - You are not covered for services or supplies used for revision or alteration of the functional relationships between upper and lower teeth unless otherwise noted on the summary of benefits sheet.
- J. Complications of a non-covered procedure - You are not covered for complications of a non-covered procedure.
- K. Comprehensive Services - When two or more services are submitted and the services are considered part of the same service to one another, Delta Dental will pay the most comprehensive service (the service that includes the other non-benefited service) as determined by Delta Dental.
- L. Congenital deformities - You are not covered for services or supplies to correct congenital deformities, such as a cleft palate.
- M. Controlled release device - You are not covered for services or supplies used for the controlled release of therapeutic agents into diseased crevices around your teeth.
- N. Cosmetic in nature - You are not covered for services or supplies which have the primary purpose of improving the appearance of your teeth, rather than restoring or improving dental form or function.
- O. Crowns, appliance and restorations - *Unless otherwise noted on the summary of benefits sheet*, you are not covered for crowns that are not meant to restore form and function of a tooth, including crowns placed for the primary purpose of periodontal splinting, cosmetics, altering vertical dimension, restoring your bite (occlusion), or restoring a tooth due to allergies, attrition, abrasion, erosion and abfraction. Crowns placed on anterior teeth for endodontic purposes only are not a covered benefit.
- P. Desensitization materials - You are not covered for desensitization materials or their application.
- Q. Diet planning - Diet planning or training in oral hygiene or preventive care.
- R. Drugs - You are not covered for prescription, non-prescription drugs, medicines or therapeutic drug injections.
- S. Duplicate dentures - Your plan does not cover any charges for the duplication of dentures.
- T. Duplication of dental records - Your plan does not cover any charges for the duplication of dental records.
- U. Effective date - You are not covered for services or supplies received before the effective date of coverage.
- V. Experimental or investigative - You are not covered for services or supplies that are considered experimental, investigative or have a poor prognosis. Peer reviewed outcomes data from clinical trial, Food and Drug Administration regulatory status, and established governmental and professional guidelines will be used in this determination.
- W. Excess - Services in excess of any limitation specified in the list of covered benefits.

- X. General anesthesia/sedation - General anesthesia and intravenous sedation are benefits only when provided in conjunction with covered oral surgery and when billed by the operating dentist.
- Y. Government programs - You are not covered for services or supplies when you are entitled to claim benefits from governmental programs (except Medicaid).
- Z. Hospital - Charges for hospital services or hypnosis.
- AA. Implants - Implants may not be a benefit *unless otherwise noted on the summary of benefits sheet*. If they are not a benefit and implants are utilized, Delta Dental will allow the cost of the standard appliance, either fixed or removable, constructed in association therewith. Delta Dental does not cover the cost of the implants, maintenance or the surgical removal thereof.
- BB. Incomplete services - You are not covered for dental services that have not been completed.
- CC. Indirect pulp caps - You are not covered for indirect pulp caps.
- DD. Infection control - You are not covered for separate charges for "*infection control*," which includes the costs for services and supplies associated with sterilization procedures. Participating dentists incorporate these costs into their normal fees and will not charge an additional fee for "*infection control*."
- EE. Injuries - Dental Procedures, services, treatment and supplies to treat injuries or diseases caused by riots or any form of civil disobedience, injuries sustained while committing a felony or engaging in an illegal occupation or injuries that are intentionally inflicted.
- FF. Lost or stolen appliances - You are not covered for services or supplies required to replace a lost or stolen dental appliance or charges for duplicate dentures.
- GG. Malformation - Dental or surgical procedures performed to correct developmental malformation or acquired malformation.
- HH. Medical or health plan - Dental procedures, services, treatment or supplies for which benefit is provided by a medical or health plan.
- II. Medical services or supplies - You are not covered for services or supplies which are medical in nature, including but not limited to dental services performed in a hospital, surgical treatment centers, treatment of fractures and dislocations, treatment of cysts and malignancies, and accidental injuries or treatment rendered other than by a licensed dentist.
- JJ. Military service - You are not covered for services or supplies which are required to treat an illness or injury received while you are on active status in the military services.
- KK. Motor vehicle injury - Dental Procedures, services, treatment and supplies for injuries resulting from the maintenance or use of a motor vehicle if such treatment or service is paid or payable under a plan or policy of motor vehicle insurance, including a certified self-insurance plan.
- LL. Mutually exclusive service - When two or more services are submitted on the same day and the services are considered mutually exclusive (when one service contradicts the need for the other service), Delta Dental will pay for the service that represents the final treatment as determined by Delta Dental.
- MM. Night guard/occlusal guards/athletic guards (*unless otherwise noted on the summary of benefits sheet*) - Your plan does not cover appliances for bruxism, grinding or clenching of teeth unless your plan has coverage for temporomandibular joint (TMJ) dysfunction.
- NN. Not dentally necessary - Dental procedures, services, treatment and supplies which are not dentally necessary or which do not meet generally accepted standards of dental practice.
- OO. Oral hygiene instruction - Plaque control programs, oral hygiene instruction and dietary instructions.

- PP. Orthodontic appliances repair or replacement - Your plan does not cover for the repair or replacement of any orthodontic appliance under this contract, even if orthodontics is a covered benefit.
- QQ. Orthodontic services - *Unless otherwise noted on the summary of benefits sheet.*
- RR. Payment responsibility - You are not covered for services or supplies when someone else has the legal obligation to pay for your care, and when, in the absence of this contract, you would not be charged. This may include, but not limited to, treatment of injuries intentionally inflicted or sustained while committing a criminal act as a form of civil disobedience.
- SS. Periodontal appliances - You are not covered for services or supplies for periodontal appliances (bite guards) to reduce bite (occlusal) trauma due to tooth grinding or jaw clenching, unless temporomandibular joint (TMJ) dysfunction services are covered *on the summary of benefits sheet.*
- TT. Periodontal splinting - You are not covered for services or supplies used for the primary purpose of reducing tooth mobility, including crown-type restorations.
- UU. Pre-diagnostic services - Pre-diagnostic services, oral pathology laboratory procedures, and diagnostic tests and examinations other than pulp vitality tests.
- VV. Preventive control programs
- WW. Provisional (temporary) crowns, bridges or dentures - You are not covered for services or supplies for provisional crowns, bridges or dentures.
- XX. Prosthesis - The replacement of a prosthesis which, in the Dentist's opinion, can be repaired or does not need repair. The replacement of a prosthesis within 5 years after it was first placed, except when the replacement is: (1) made necessary by the extraction of a functioning natural tooth which is replaced while covered under the policy and when the existing prosthesis cannot be made serviceable; or (2) for full or partial dentures which, while in the mouth, have been damaged beyond repair as a result of injury occurring while covered.
- YY. Repair, replacement or duplication of orthodontic appliances - You are not covered for services or supplies required to repair, replace or duplicate any orthodontic appliance.
- ZZ. Same day services - When two or more services are submitted on the same day and the services are considered mutually exclusive (when one service contradicts the need for the other service), Delta Dental will pay for the service that represents the final treatment as determined by Delta Dental.
- AAA. Sealants - Sealants may not be a benefit *unless otherwise noted on the summary of benefits sheet.* If they are a benefit, you are not covered for sealants for primary teeth, wisdom teeth, or teeth that have already been treated with a restoration. Coverage only applies to 1st and 2nd permanent molars, non-decayed, non-restored. This is a benefit once every three years per eligible tooth.
- BBB. Sedation - Pre-medication, analgesia or conscious sedation.
- CCC. Services provided in other than office setting - You are not covered for services provided in other than a dental office setting. This includes, but is not limited to, any hospital or surgical/treatment facility.
- DDD. Specialized services - You are not covered for specialized, personalized, elective materials and techniques or technology which are not reasonably necessary for the diagnosis or treatment of dental disease or dysfunction. Specialized services represent enhancements to other services and are considered optional. Includes, but not limited to, copings and precision attachments.
- EEE. Splinting - The joining of teeth to support each other for periodontal reasons (stabilization) by crowns or other means. Splinting for stabilization due to an accident or injury is a covered benefit.

FFF. Sterilization - Sterilization preparation, infection control, operatory preparation and sepsis control are considered part of all procedures and are not a benefit.

GGG. Temporary or interim procedures - You are not covered for temporary or interim procedures.

HHH. Temporomandibular joint (TMJ) dysfunction - You are not covered for expenses incurred for diagnostic x-rays, appliances, restorations or surgery in connection with temporomandibular joint dysfunction or myofunctional therapy, *unless temporomandibular joint (TMJ) dysfunction services are covered on the summary of benefits sheet*.

III. Termination - Whether or not we have approved a treatment plan, you are not covered for treatment received after you or your group's coverage termination date.

JJJ. Tooth colored fillings - *Unless otherwise noted on the summary of benefits sheet*, composite/resin restorations are allowed on the front teeth (anterior teeth) only. When composite/resin restorations are done on the back teeth (posterior teeth) they are considered optional services. Coverage will be made for a corresponding amalgam (silver) restoration.

KKK. Treatment by other than a licensed dentist - You are not covered for services or treatment performed by other than a licensed dentist or his or her employees.

LLL. Workers' compensation - You are not covered for services or supplies that are or could have been compensated under Workers' Compensation laws, including services or supplies applied toward satisfaction of any deductible under your employer's Workers' Compensation coverage.

MMM. Other - Any procedure which (1) is for the purpose of changing vertical dimension; or (2) relates to bite registration, bite analysis, or the correction of the bite; or (3) is for replacing tooth structure lost as a result of abrasion or attrition; or (4) is for equilibration or restorations for malalignment of the teeth; or (5) gnathologic recordings.

Services for which the covered person has or had a right to payment under a program of a government or plan established by law except; (a) Medicare; (b) Medicaid; (c) the Civilian Health and Medical Program of the Uniformed Services (CHAMPUS) and (d) where the law does not permit this type of exclusion.

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APPENDIX B

ELIGIBILITY REQUIREMENTS

Definitions

"Eligible Employee" means a full-time employee who works at least thirty (30) hours per week for the employer for the Eligibility Waiting Period specified below and for whom the required enrollment form has been completed and forwarded with the required periodic premium payments to Delta Dental by the group.

"Eligible Dependent" means an Eligible Employee's legal spouse and unmarried children, including adoptive, stepchildren or foster children, through the end of the month age twenty six (26) is attained. Mentally or physically handicapped children shall be considered Eligible Dependents regardless of age. Dependents enlisted or on active duty in the military are not eligible.

Coverage Period

An Eligible Employee becomes covered on the first day of the month following the date of his full-time employment provided all other requirements have been met.

Eligible Dependents, if enrolled, are eligible on the date the Eligible Employee's coverage becomes effective, or on the first day of the month following the date on which the Eligible Employee acquires the dependent, whichever last occurs.

Coverage for the Eligible Employee and/or Eligible Dependent shall terminate on the last day of the month in which: 1) the individual ceases to meet the requirements of eligibility above, or 2) the required periodic premium is not received by Delta Dental from the covered group, whichever first occurs.

Employees and/or dependents that enroll and withdraw from this plan for any reason will not be allowed to re-enroll for a period of three (3) years.

Coverage After Termination

If an Employee's employment and/or coverage terminates while a covered person is receiving treatment under a predetermination or preauthorization of benefits which was approved while the covered person was eligible for benefits, benefits will not continue to be paid for such approved treatment.

Employees and dependents who have been terminated, voluntarily or involuntarily, the dependents of an Employee upon the Employee's death, and Employees in certain other situations may be entitled to an extension of Benefits under "COBRA" at the employee's expense. (Ask your employer for complete details of Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or other State or Federal continuation of coverage status and/or regulations.)

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 8/5/2014	Name & Title of Presenter: Garry McLean Richard Haskell
Department or Organization: Human Resources Sheriff's Office	Contact Phone & E-mail: 872-3913
Exact Wording for Agenda: Request to restaff vacant position in Detention Center	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information:	

- 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
Request to Restaff Vacant Position**

Board Meeting Date: 8/5/2014

Department: Sheriff's Office - Detention Center

Position: Detention Officer

Vacancy Date: 7/17/2014

Department Request: Re-staff Detention Officer, immediately, in a full time capacity with full benefits

Anticipated Re-staff Date: 8/15/2014

Board Action	
Approved _____	Date: 8/5/2014
Denied _____	
Full time _____	
Part time _____	# Hours (if part time)
Restaff Immediately _____	Delay restaffing until (month)

	Position	Hire Date	Monthly							Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits		
Current costs for Detention Employee	Detention Officer (12 years, Grade 18, step 5 rate of pay)	6/5/2002	\$ 4,977.59	\$ 856.15	\$ 1,538.91	\$ 17.92	\$ 380.79	\$ 110.50	\$ 2,904.26	\$ 7,881.85	\$ 94,582.24
Anticipated Costs to restaff Position Vacancy	Detention Officer 1 (grade 15, step 1)	5/15/2014	\$ 3,820.35	\$ 657.10	\$ 1,538.91	\$ 13.75	\$ 292.26	\$ 84.81	\$ 2,586.83	\$ 6,407.18	\$ 76,886.18
Net Difference (savings)			\$ (1,157.24)	\$ (199.05)	\$ -	\$ (4.17)	\$ (88.53)	\$ (25.69)	\$ (317.43)	\$ (1,474.67)	\$ (17,696.05)

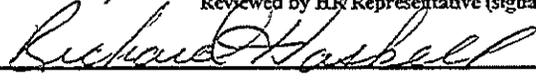
NOTES

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

Costs calculated using a re-staffing date of: 8/15/2014



 Reviewed by HR Representative (signature)



 Reviewed by Department Head/ Elected Official (signature)

 Commission Chair (signature)

7/29/14

 Date:

7-29-14

 Date:

 Date:

Sally Shoemaker

From: Brenda Rael - Sweetwater County Human Resources Department
Sent: Wednesday, July 30, 2014 9:16 AM
To: Sally Shoemaker
Subject: documentation for board meeting
Attachments: 2014.08.05 Cost Summary to replace Detention Officer.pdf

Sally,
Attached is the signed cost summary to replace the vacant detention officer position, for the Board meeting 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

Sally Shoemaker

From: Brenda Rael - Sweetwater County Human Resources Department
Sent: Tuesday, July 29, 2014 3:42 PM
To: Sally Shoemaker
Subject: HR rqst for meeting
Attachments: 2014.08.05 HR rqst for meeting - replace Detention vacancy.pdf

Sally,

Please find attached request for meeting to replace a detention officer position. I will forward the signed cost summary as soon as I receive back from Karen French.

Thanks!

Brenda

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

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 8/5/2014	Name & Title of Presenter: Garry McLean John Radosevich
Department or Organization: Human Resources Engineering	Contact Phone & E-mail: 872-3913
Exact Wording for Agenda: Request to restaff vacant position in Fire Dept.	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information:	

- 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
Request to Restaff Vacant Position**

Board Meeting Date: 8/5/2014
 Department: Fire Department
 Position: Fire Warden
 Vacancy Date: 6/19/2014
 Department Request: To Restaff position immediately, in a full time capacity with full benefits
 Anticipated Re-staff Date 8/15/2014

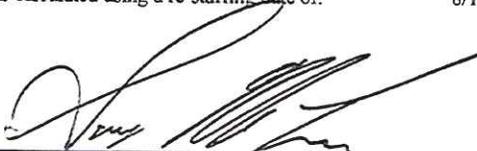
Board Action	
Approved _____	Date: <u>8/5/2014</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly							Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits		
Previously staffed position	Fire Warden (step 1 rate of pay, employed 1 year 4 months)	2/11/2013	\$ 5,355.58	\$ 849.93	\$ 1,538.91	\$ 19.28	\$ 409.70	\$ 118.89	\$ 2,936.72	\$ 8,292.30	\$ 99,507.56
Anticipated Costs to restaff Position Vacancy	Fire Warden (step 1 rate of pay)	8/15/2014	\$ 5,355.58	\$ 849.93	\$ 1,538.91	\$ 19.28	\$ 409.70	\$ 118.89	\$ 2,936.72	\$ 8,292.30	\$ 99,507.56
Net Difference (savings)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

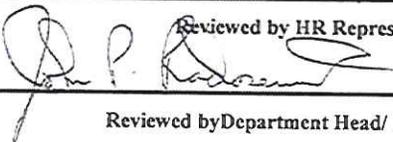
NOTES

Health Insurance: Previous employee had Family health insurance coverage; anticipates family health insurance coverage, for new employee.

Costs calculated using a re-staffing date of: 8/15/2014



 Reviewed by HR Representative (signature)



 Reviewed by Department Head/ Elected Official (signature)

 Commission Chair (signature)

7-28-14

 Date:

7-28-14

 Date:

 Date:

Sally Shoemaker

From: Brenda Rael - Sweetwater County Human Resources Department
Sent: Friday, July 25, 2014 9:25 AM
To: Sally Shoemaker
Subject: request for meeting
Attachments: 2014.08.05 HR rqst for meeting - replace Fire vacancy.pdf

Sally,

Please find attached Garry's/John's request for meeting with the Board to replace the Fire Warden position. I will forward the signed cost summary to you on Monday. Garry and John are both out of the office today.

Thanks!
Brenda

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

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: BOCC August 5th, 2014	Name & Title of Presenter: John P. Radosevich Sweetwater County Engineer
Department or Organization: Engineering	Contact Phone & E-mail: 307-872-3921
Exact Wording for Agenda: Approval of FY 2015 CMAQ Application	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: Board Approval and all members sign. Authorize Chairman to sign final application.
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.

RESOLUTION 14-08-EN-01

**A resolution authorizing Sweetwater County
to submit an application for a Congestion Mitigation/Air Quality (CMAQ) Grant**

WHEREAS, Sweetwater County has identified a need for additional funding for dust mitigation and for the safety and health of the residents of Sweetwater County; and,

WHEREAS, Congestion Mitigation / Air Quality (CMAQ) Grant Funds are available through the Wyoming Department of Transportation; and,

WHEREAS, if approved for funding, Sweetwater County will be able to suppress dust on County roads; and,

WHEREAS, the application for the CMAQ grant request must be submitted by August 15, 2015 for this funding cycle; and,

WHEREAS, the Board of County Commissioners have determined this use of CMAQ funding for dust mitigation will benefit the safety and health of the residents of Sweetwater County;

NOW, THEREFORE, BE IT RESOLVED by the Sweetwater County Board of County Commissioners in and for Sweetwater County that Sweetwater County shall file an application for FY2015 CMAQ funds to be submitted to the Wyoming Department of Transportation for dust suppression projects on Sweetwater County Roads and authorizing the Chairman to sign all necessary documents.

Dated this 5th day of August, 2013.

**SWEETWATER COUNTY
BOARD OF COUNTY COMMISSIONERS**

Wally J. Johnson, Chairman

Gary Bailiff

John K. Kolb

Don Van Matre

Attest:

Steven Dale Davis, County Clerk

Reid O. West

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: BOCC August 5, 2014	Name & Title of Presenter: John P. Radosevich Sweetwater County Engineer
Department or Organization: Engineering	Contact Phone & E-mail: 307-872-3921
Exact Wording for Agenda: Award of Texas Gulf/Little America County Road Project	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Board Approval and authorize Chairman to sign all necessary documents.
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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July 29, 2014

Sweetwater County Board of County Commissioners:

Below are the results of the 2014 Texas Gulf(4-11)/Old Little America(4-2) Road Improvement Project Bid Opening that was held on May 28, 2014 at 3:00 P.M.

Lewis and Lewis, Inc..
Rock Springs, Wyoming

\$3,890,796.37

Recommendation:

Award Bid for the 2014 Texas Gulf(4-11)/Old Little America(4-2) Road Improvement Project to Lewis and Lewis, Inc. for a sum of \$3,890,796.37 and authorize the Chairman to sign all necessary documents.

Sincerely,



John P. Radosevich, P.E.
Sweetwater County Public Works Director

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: BOCC August 5, 2014	Name & Title of Presenter: John P. Radosevich Sweetwater County Engineer
Department or Organization: Engineering	Contact Phone & E-mail: 307-872-3921
Exact Wording for Agenda: Award of Crook's Gap (4-23) County Road Project	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Board Approval and authorize Chairman to sign all necessary documents.
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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- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
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July 29, 2014

Sweetwater County Board of County Commissioners:

Below are the results of the 2014 Crook's Gap(4-23) Project Bid Opening that was held on May 28, 2014 at 3:00 P.M.

A & D Oilfield Dozers Inc. Rawlins, Wyoming	\$1,840,828.00
LeGrand Johnson Construction Co. Logan, Ut	\$1,869,607.00

Recommendation:

Award Bid for the 2014 Crook's Gap (4-23) Project to A & D Oilfield Dozers Inc. for a sum not to exceed \$1,840,828.00 and authorize the Chairman to sign all necessary documents.

Sincerely,



John P. Radosevich, P.E.
Sweetwater County Public Works Director