

NOTICE

**THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS
WILL MEET ON TUESDAY, August 4, 2015 AT 8:30 A.M.
IN THE COMMISSIONERS' CHAMBERS
(TENTATIVE AND SUBJECT TO CHANGE)**

PRELIMINARY

8:30 CALL TO ORDER
QUORUM PRESENT
PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA
APPROVAL OF MINUTES: July 21, 2015

ACCEPTANCE OF BILLS

Approval of County Vouchers/Warrants
Approval of Monthly Statements
Approval of Bonds

PUBLIC SALARY DISCLOSURE PUBLICATION

FY 2016 HUMAN SERVICE CONTRACTS

COMMISSIONER COMMENTS/REPORTS

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

COUNTY RESIDENT CONCERNS

9:30

ACTION/PRESENTATION ITEMS

9:40 Tax Anticipation Warrant Agreement with RSNB

9:50 Approval of the 2015 Mill Levies

9:55 Rescinding Local County Board of Equalization Rules

- 10:00** Big Brother's Big Sister's Program Plans
- 10:15** Approval to the FY 2016 Services to Victims of Crime Grant Documents
- 10:20** Approval of the Amended Certification Statement for the Justice Center Grant Project
- 10:25** Approval of the 2014 OJJDP Grant Application Certification
- 10:30** MOU between the Sweetwater County Sheriff's Office and the Counties of Lincoln, Carbon, Uinta, Fremont, Sublette & Teton Sheriff's Office
- 10:45** Request to Staff Position in the Sheriff's Office

OTHER

10:55

EXECUTIVE SESSION AS NEEDED

ADJOURN

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

July 21, 2015
Green River, WY

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

Approval of Agenda

Commissioner Kolb moved to approve the agenda. Commissioner Van Matre seconded the motion. The motion carried.

Approval of Minutes: 7-7-15

Commissioner West requested to amend the minutes under county resident concerns. *Commissioner West moved to approve the minutes dated July 7, 2015 with the change, "hearing no further comments, public comment was closed". Commissioner Kolb seconded the motion.* The motion carried with Commissioner Wendling abstaining from the vote due to his absence during the July 7, 2015 meeting.

Acceptance of Bills

Approval of County Vouchers/Warrants, and Abates/Rebates

Commissioner West moved to approve acceptance of the bills. Commissioner Wendling seconded the motion. The motion carried.

Put vouchers here

The following abates/rebates were placed on file:

TAXPAYER	VALUATION	TAXPAYER	VALUATION
BAYSWATER EXPLORATION & PROD LLC	-27985	RIGHTMAN CONST	-38
YATES PETROLEUM CORP	-46,449	RIGHTMAN CONST	-37
BP AMERICA PROD CO	-310,507	RIGHTMAN CONST	-38
TNT FIREWORKS	11	RIGHTMAN CONST	-42
BP AMERICA PROD CO	-430,503	RIGHTMAN CONST	-43
BPAMERICA PROD CO	-33,121	RIGHTMAN CONST	-43
BP AMERICA PROD CO	-15,548	BP AMERICA PROD CO	-68,018
RIGHTMAN CONST	-43	ANADARKO E&P CO LLP	-930,207
RIGHTMAN CONST	-36	ANADARKO E&P CO LLP	-500,683
RIGHTMAN CONST	-35	ANADARKO E&P CO LLP	-521,747
RIGHTMAN CONST	-35		

Commissioner Comments/Reports

Commissioner Kolb

Commissioner Kolb reported on his liaison meetings for Planning & Zoning and Communities Protecting the Green. Commissioner Kolb explained that he was made aware that old Guardian ad Litem (GAL) invoices may be coming forward and questioned how to address them. The commission requested that GAL invoices be reviewed by County Clerk Dale Davis prior to coming before the Board of County Commissioners. Commissioner Kolb expressed his pleasure that the National High School Finals Rodeo (NHSFR) Committee voted to come back to Rock Springs in 2018-2019. Discussion ensued relative to the commission being involved in the NHSFR contract process. Commissioner Kolb extended his appreciation to his co-commissioners and Governor Mead for attending the NHSFR event and to all those involved in making it successful. Commissioner Kolb expressed his interest in attending a water meeting in Las Vegas, Nevada. The commission concurred that his attendance would be appreciated.

Commissioner Wendling

Commissioner Wendling expressed his appreciation to Facilities Manager Chuck Radosevich for his efforts on the Sweetwater Justice Center planning. Commissioner Wendling echoed the remarks made by his co-commissioners' expressing appreciation to all those involved in facilitating the NHSFR. Commissioner Wendling reported that he attended the Solid Waste Disposal District No. 2 meeting, the Farson/Eden Solid Waste District meeting, the Fremont County court facility dedication ceremony, the Wamsutter Town Council meeting, and a Sweetwater County Conservation District meeting. Commissioner Wendling further reported on his liaison meetings for the Young at Heart Senior Citizen's board, Community Juvenile Services board, Star Board, Combined Communications Joint Powers Board, and Library Board and shared that he visited with Fire Warden Mike Bournazian.

Chairman Johnson

Chairman Johnson echoed his co-commissioners' remarks and expressed his appreciation to all those involved in managing the NHSFR event and making it successful. Chairman Johnson reported that he and Public Lands Specialist Mark Kot have been involved in the Rock Springs RMP. Chairman Johnson explained that the commission will be flying over the mule deer migration route on July 23, 2015. Chairman Johnson recognized Mr. Kot for providing mineral data and for all his work. Chairman Johnson

complimented Facilities Manager Chuck Radosevich for his work relative to the Sweetwater County Justice Facility planning and read aloud the report from Mr. Radosevich. Chairman Johnson explained that the City of Green River has been receptive to implementing short term parking signs and will continue working with facility staff. Chairman Johnson explained that Accounting Manager Bonnie Phillips provided a final 2015 budget report. Chairman Johnson addressed the reply received regarding the Riley Ridge route.

Commissioner Van Matre

Commissioner Van Matre reported that he met with Veteran Service Director Larry Levitt, IT Director Tim Knight, Grants Manager Krisena Marchal, Accounting Manager Bonnie Phillips and Events Complex Director Larry Lloyd. Commissioner Van Matre echoed his co-commissioners' remarks and expressed his appreciation to all those involved in managing the NHSFR event and making it successful. Commissioner Van Matre reported on his liaison meetings for the Museum Board and Airport Board. Commissioner Van Matre explained that County Clerk Dale Davis requested authorization to process an invoice from the State of Wyoming for the 2015 first quarter Enhanced Air Service. The commission concurred and supported the SkyWest payment and instructed County Clerk Dale Davis to process the payment. Commissioner Van Matre reported that he attended the NHSFR event and attended the PULSE of Southwest Wyoming meeting and visited various county parks.

Commissioner West

Commissioner West echoed his co-commissioners' remarks and expressed his appreciation to those involved in managing the NHSFR event and making it successful. Commissioner West noted that he spoke with Memorial Hospital CEO Jerry Klein. Commissioner West explained that he received inquiries relative to disaster impact reports and if funding/assistance would be available due to the flooding damage. Commissioner West requested that County Engineer John Radosevich provide an update on the salt/sand structure.

Break

Chairman Johnson called for a break.

County Resident Concerns

Chairman Johnson opened county resident concerns. Sweetwater County Health Center & Pharmacy Board Chair Mary Ann Emden and Interim CEO Misty Garcia were present to request a letter of support which would allow them to apply for the Wyoming Primary Care Support Grant. Ms. Emden and Ms. Garcia provided a packet of material which was distributed to the commissioners the day of the meeting which included a letter of support dated March 8, 2013 from Memorial Hospital Interim CEO Linda Simmons and a partial grant application package. Following discussion regarding fraudulent documents from prior years and the lack of corresponding documents in a timely manner, the commission explained that they could not support the request at this time. The commission explained the proper procedures relative to grant related items coming before the commission for consideration and welcomed them to come back.

County Treasurer Robb Slaughter updated the commission on the Minerals Committee Task Force that he has been appointed to and sought direction on informing Wyoming County Commissioners. The commission recommended that Mr. Slaughter address county commissioners who reside in mineral counties. Hearing no further comments, the county resident concerns comment period was closed.

Action/Presentation Items

Sweetwater County Regional & Industrial Profile Presentation

Rock Springs Chamber CEO Dave Hanks and Business Development Manager Kayla McDonald provided a PowerPoint presentation regarding regional, industrial and retail profiles. Also present were Business Council Director Pat Robbins, Rock Springs Chamber Business Development Chairman Gary Watkins, and Rock Springs Chamber Board of Directors President Keaton West. The commission expressed their appreciation for the informed presentation.

Approval of the Interlocal Agreement for the 2015 Edward Byrne Memorial Justice Assistance Grant Program

Grants Manager Krisena Marchal and City of Rock Springs Police Commander Clark Robinson presented the Interlocal Agreement for the 2015 Edward Byrne Memorial Justice Assistance Grant Program. Following discussion, Chairman Johnson entertained a motion to approve, and authorize the Chairman to sign, the Interlocal Agreement for the 2015 Edward Byrne Memorial Justice Assistance Grant Program. *Commissioner Wendling so moved. Commissioner Van Matre seconded the motion.* The motion carried.

2015 Juvenile Housing Contract with Natrona County

Sheriff Lowell presented the 2015 Juvenile Housing Contract with Natrona County. Following discussion, Chairman Johnson entertained a motion to approve the provider agreement and authorize the chairman to sign. *Commissioner Kolb so moved. Commissioner Wendling seconded the motion.* The motion carried.

Approval of Amendment to the Existing MOU between SWCO and the SWCO Conservation District to Add Additional Location for Water and Soil Collection

County Engineer John Radosevich presented the amended MOU between Sweetwater County and the Sweetwater County Conservation District to add an additional location for water and soil collection. Following discussion, Chairman Johnson entertained a motion to approve the amended MOU between Sweetwater County and the Sweetwater County Conservation District as presented and authorize the

Chairman to sign. *Commissioner West so moved. Commissioner Wendling seconded the motion.* The motion carried.

Initial Draft Approval of the MOA Regarding Mitigation of Adverse Effects to Peru Cutoff Bridge

County Engineer John Radosevich presented the draft MOA regarding mitigation of adverse effects to the Peru Cutoff Bridge and explained that no action was required at this time.

Award of the 2015 Asphalt Overlay Project (County Road 4-3, FMC Road)

County Engineer John Radosevich presented the results of the 2015 Asphalt Overlay Project. Following discussion, *Commissioner Van Matre moved to award the bid to Lewis & Lewis Inc. for a sum of \$1,082,250.00 and authorize the Chairman to sign all necessary documents. Commissioner Wendling seconded the motion.* The motion carried.

Award of the 2015 Chip Seal Project

County Engineer John Radosevich presented the results of the 2015 Chip Seal Project and recommended to award the bid to Lewis & Lewis Inc. for a sum of \$393,921.00 and authorize the Chairman to sign all necessary documents. *Commissioner West moved to award the bid to Lewis and Lewis for the 2015 Chip Seal Project and authorize the Chairman to sign all necessary documents. Commissioner Kolb seconded the motion.* The motion carried.

Request to Re-staff Vacant Position in the County Attorney's Office

County Attorney Dan Erramouspe and Human Resource Director Garry McLean requested authorization to re-staff a deputy county attorney position. Chairman Johnson entertained a motion to approve the request as presented. *Commissioner Wendling so moved. Commissioner Kolb seconded the motion.* The motion carried.

Justice Center Update

EDA Architect Tom Brennan and Facilities Manager Chuck Radosevich provided an update on the Sweetwater County Justice Center expansion project. Also present were Judge John Prokos, Sheriff Mike Lowell, Captain Rick Hawkins, Captain Brett Stokes, IT Director Tim Knight and IT staff members Karson Cole, Mike Hart and Josh Taylor. Discussion ensued relative to installing an IT data center, the increased cost and having soil samples done. Chairman Johnson entertained a motion to authorize EDA to move forward, with the understanding that there could be adjustments to the cost to accommodate the increased costs anticipated with IT. *Commissioner Van Matre so moved. Commissioner Wendling seconded the motion.* Following discussion relative to contingency funds, *Commissioner Kolb moved to amend the motion to increase the contingency an additional \$250,000 making the total contingency \$750,000.00. Commissioner Wendling seconded the motion.* Both the original and amended motion carried.

Executive Session(s)-Personnel/Legal

Chairman Johnson entertained a motion to enter into executive session for real estate, personnel and legal. *Commissioner West so moved. Commissioner Wendling seconded the motion.* The motion carried. A quorum of the commission was present.

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

Lunch

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

Planning & Zoning- Public Hearing

Richard & Mary Schuck-Zoning Map Amendment Agriculture & Multi-Family Residential to Rural Residential

Planner III Steve Horton provided the Planning & Zoning report and presented Resolution 15-07-ZO-01. Land owners Richard and Mary Schuck were present. Following discussion, Chairman Johnson opened the public hearing. Brandon Swenson, Michelle Irwin, Kristi Kettle, Andrea Schuck and Mike Brown expressed their support for the zoning amendment. Hearing no further comments, the hearing was closed. Chairman Johnson explained that, if the amendment is approved, any encroachment in the Right-of-Way must be cleared to the approval of the Board of County Commissioners. *Commissioner Kolb moved to support Resolution 15-07-ZO-01. Commissioner West seconded the motion.* The motion carried.

**RESOLUTION 15-07-ZO-01
RICHARD AND MARY SCHUCK
ZONING MAP AMENDMENT
AGRICULTURE (A) AND MULTI-FAMILY RESIDENTIAL (R-3) TO RURAL RESIDENTIAL
(RR)**

WHEREAS, Richard and Mary Schuck are requesting a Zoning Map Amendment from Agriculture (A) and Multi-Family Residential (R-3) to Rural Residential (RR) in accordance with Section 20 of the 2014 Zoning Resolution. This Zoning Map Amendment is for property owned by Richard and Mary Schuck which is legally described as:

A parcel or tract of land, being a portion of Lot Five (5), Section Seven (7), Resurvey Township Eighteen (18) North, Range One Hundred Seven (107) West of the Sixth (6th) Principal Meridian,

Sweetwater County, Wyoming, said parcel being more particularly described as follows: Beginning at a point which is located South 74°15' West a distance of 1,617.30feet from the Northeast corner of the said Section Seven (7); thence North 28°27' West a distance of 417.40 feet; thence South 61°33' West a distance of 215 feet, more or less, to a point on the Easterly margin of the Green River; thence Southeasterly along the margin of the Green River a distance of 430 feet, more or less; thence North 63°29' East a distance of 315 feet to the point of beginning, excepting therefrom, however, the following described portion of said tract of land which has been transferred to the State Highway Commission of Wyoming, to-wit: That portion lying between the East, South and West boundaries thereof and a parallel right of way line 175 feet to the right or northerly side when measured at right angles or radially to the following described survey line of highway: Beginning at a point on the East boundary of said Section Seven (7) from which the Northeast corner thereof bears North 0°25' East a distance of 1,149.1 feet, said point also being on a 1°20' circular curve to the left, the radius of which is 4,297.2 feet and at which point a line tangent to said curve bears North 58°44.2' West; thence along said curve through a central angle of 21°56.8' a distance of 1,650.2 feet to the point of ending of said curve; thence North 80°41' West a distance of 70 feet, more or less, until said right of way line intersects the East boundary of said 2.54 acre tract; thence continuing North 80°41' West a distance of 230 feet, more or less, to a point on the West boundary of said Lot Five (5) being the Easterly boundary of the Green River, together with all improvements thereon, and easements, appurtenances and incidents belonging or appertaining thereto, or used in connection therewith, including all water rights as evidenced by a Certificate of Appropriation of Water, Proof No. 32225, Certificate Record No. 73, Page 72, Water Division No. 4, District No. 1, recorded in Book 705, Page 1478 in the Sweetwater County Clerk's Office; subject, however, to all mining, mineral and other exceptions, reservations, restrictions, covenants, conditions and rights of way of record.

-And-

A tract of land situated in Section 7, Township 18 North, Range 107 West of the Sixth Principal Meridian, Sweetwater County, Wyoming, and being more particularly described as follows: Commencing at the corner of Sections 5, 6, 7, and 8, Township 18 North, Range 107 West, said point being monumented with a brass cap; Thence N 89°39'14" W a distance of 1471.30 feet along the north line of said Section 7 to a typical monument which is a 1-1/2 inch aluminum cap on a 5/8 inch rebar, said point being the true point of beginning; Thence N 89°39'14" W a distance of 520.32 feet to a typical monument; Thence S 26°30'07" E a distance of 192.68 feet to a typical monument; Thence N 58°09'00" E a distance of 174.14 feet to a typical monument; Thence S 28°27'04" E a distance of 358.24 feet to a typical monument on the Northerly right-of-way of U.S. Highway I-80; Thence S 81°00'04" E along said Northerly right-of-way line, a distance of 73.98 feet to a highway right-of-way marker, P.T. Station 300+89.7; Thence N 8°59'56" E along said Northerly right-of-way line, a distance of 50.00 feet to a highway right-of-way marker, P.T. Station 300+89.7; Thence along said Northerly right-of-way on a curve concave to the southwest, whose radius is 4522.18 feet and chord bears S 79°22'21" E a distance of 257.07 feet to a typical monument; Thence N 28°27'04" W a distance of 457.18 feet to the point of beginning, together with all appurtenances situate thereon and appertaining thereto, subject, however, to all exceptions, reservations and restrictions of record. NOTE: Basis of bearing was developed from the Wyoming State Coordinate System, West Zone.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on July 21, 2015 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners APPROVES the Zoning Map Amendment from Agriculture (A) and Multi-Family Residential (R-3) to Rural Residential (RR) with the following condition:

1. Before the Zoning Map Amendment is adopted, any encroachment in the Right-of-Way is cleared to the approval of the Board of County Commissioners.

Dated this 21st day of July, 2015.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

ATTEST:

Randal M. Wendling

Steven Dale Davis, County Clerk

Reid O. West, Member

Adjourn

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

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

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

	DATE	AMOUNT	WARRANT #S
EAL	7/24/2015	80,359.81	65776-65797
EAL	7/31/2015	15,460.05	
EAL	8/4/2015	919,505.08	
EAL			
EAL			

	Check #	Advice #
Payroll Run	Payroll:	
Payroll Run		
Payroll Run		
TOTAL AMOUNT		\$1,015,324.94

Vouchers in the above amount are hereby approved and ordered paid this date of 08/04/2015

Wally J. Johnson, County Commissioner

John K. Kolb, County Commissioner

Don Van Matre, County Commissioner

Randal M. Wendling, County Commissioner

Attest:

County Clerk

Reid O. West, County Commissioner

Authorization for Monthly Reports
8-4-15

1. Clerk of District Court

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Attest:

Donald Van Matre, Member

Randal M. Wendling, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

Monthly Statement

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

JUNE, 2015

Reported to the Board of County Commissioners of said County.

<u>CIVIL FEES</u>	\$	6,033.50
Code: DC		
<u>BOND FORFIETED</u>	\$	990.00
Code: FO		
<u>CRIMINAL FINES/COSTS</u>	\$	50.00 336. ⁰⁰
Code: CF		
<u>TOTAL EARNINGS</u>	\$	7,359.50

Clerk of District Court Check # 9300

STATE OF WYOMING
COUNTY OF SWEETWATER

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

Witness, my hand and seal this 16th day of July, 2015.



Donna Lee Bobak, Clerk of District Court

Authorization for Bonds

8-4-15

Denise N. Pfeffer

Carbon County School Dist. #1, Treasurer

\$50,000.00

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Donald Van Matre, Member

Attest:

Randal M. Wendling, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

James P. Schermetzler, Deputy County Attorney

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 62447001

That we Denise N Pfeffer

of Rawlins, 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 School District of Carbon County School District #1, the State of Wyoming, in the penal

sum of Fifty Thousand and 00/100 DOLLARS (\$ 50,000.00), 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 30th day of June, 2015.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden

Principal was duly Appointed Elected to the office of Treasurer

in the School District of Carbon County School District #1

and State aforesaid for the term beginning June 25th, 2015, and ending

June 25th, 2016.

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.



Denise N. Pfeffer
Principal

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

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Requested Meeting Date: August 4, 2015	Name & Title of Presenter: Dale Davis, County Clerk
Department or Organization: County Clerk's office	Contact Phone & E-mail: 307-872-3765 davisd@sweet.wy.us
Exact Wording for Agenda: Public Salary Disclosure Publication	Preference of Placement on Agenda & Amount of Time Requested for Presentation: PUBLICATION OF ANNUAL PUBLIC SALARY DISCLOSURE
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.

Sweetwater County WY

Public Salary Disclosure

Department	Position Desc	Employee Name	Monthly Salary
COUNTY COMMISSIONERS	COUNTY COMMISSIONER	WALLY J JOHNSON	2500.00
	COUNTY COMMISSIONER	JOHN K KOLB	3000.00
	COUNTY COMMISSIONER	GEORGE VAN MATRE	2500.00
	COUNTY COMMISSIONER	RANDAL M WENDLING	3000.00
	COUNTY COMMISSIONER	REID O WEST	3000.00
ENGINEERING	PUBLIC WRKS DIRECTOR	JOHN P RADOSEVICH	8768.96
	PRFLNDSURV/CO SURVYR	ROBERT J ROBINSON	6050.40
CUSTODIAL	MAPPING TECH	SHARON J FISHER	4789.80
	LEAD CUSTODIAN	KAREN L BAILEY	5029.26
	CUSTODIAN	KATY Blich	2796.49
	CUSTODIAN	NORMA J CERVANTES	2796.49
	CUSTODIAN	DOYL A CLARK	2796.49
	CUSTODIAN	SCOTT W COLPITTS	2796.49
	CUSTODIAN	MORGAN L CROY	2966.80
	CUSTODIAN	SEAN L DAVIS	2966.80
	CUSTODIAN	MARY C DILLARD	3339.15
	CUSTODIAN	CRISTOFER D PHILLIPS	2796.49
	CUSTODIAN	LEONARD J SANCHEZ	2715.06
FACILITIES MAINTENANCE	CUSTODIAN	JACKIE L SIMMONS	2796.49
	FACILITIES MANAGER	CHARLES E RADOSEVICH	7430.74
	BLDG/MAINT WORKER	DUANE E DOMSON	4428.81
	BLDG/MAINT WORKER	JOHN R MCDERMOTT	4299.83
	BLDG/MAINT WORKER	RICKEY L ROCKEY	4428.81
	BLDG/MAINT WORKER	CURTIS A SANDBAK	3820.35
	BLDG/MAINT WORKER	JOHN C VALENCIANO	4174.58
	CUSTODIAN	DAWN M WILLSON	2966.80
FIRE MARSHALL	MAINT SUPERVISOR	MARK A BISH	5280.74
	FIRE WARDEN	MICHAEL K BOURNAZIAN	6250.00
FLEET/VEHICLE MAINTENANCE	ENGINE BOSS	DALE G POHL	3934.95
	MECHANIC	PHILIP S BROWN	4602.48
GRANTS ADMINISTRATION	MECHANIC SUPRVSR	JAMES A DANIEL	5439.16
	GRANTS MANAGER	KRISENA L MARCHAL	7394.65
HUMAN RESOURCES	HR DIRECTOR	GARRY A MCLEAN	7214.29
	HR SPECIALIST	STEFANIE C BOLING	4383.34
	HR SPECIALIST	BRENDA L RAEI	5126.91
INFORMATION TECHNOLOGY	IT DIRECTOR	TIMOTHY V KNIGHT	7665.19
	INFO SECURITY PRFSNL	MYRON W COOKE	5652.43
	IT SUP SPECIALIST	JOSHUA R TAYLOR	5022.12
	NTWRK ADMINISTRATOR	MIKE T HART	5487.80
	PC SUPPORT TECH	JACOB CHAMBERS	3676.19
	SYST ADMINSTRATOR	KARSON C COLE	5487.80

	SYSTEMS ADMINISTRATR	JEFFREY D BROWN	5652.43	
JUVENILE PROBATION	JUV PROB DIRECTOR	KARIN L KELLY	6158.54	
	JUV PROB SECRETARY	DIANA L FRITZLER	3681.43	
	PROBATION AGENT	DIANA C BOZNER	3934.95	
	PROBATION AGENT	EMILY A LOPEZ	3934.95	
	PROBATION AGENT	TORI Z ROBERT	3934.95	
	YOUTH CASE MANAGER	KYLE E GASAWAY	4174.58	
LAND USE	LAND USE DIRECTOR	ERIC C BINGHAM	7665.19	
	CODE ENFRMNT SPCLST	JAMES C ZIMMERMAN	5074.22	
	P&Z TECHNICIAN	CYNTHIA S SHEEHAN	3975.81	
	PLANNER	STEPHEN A HORTON	6543.60	
PURCHASING	PUBLIC LANDS PLANNER	MARK KOT	7653.59	
	PURCHASING MANAGER	MARJORIE K DERNOVICH	7430.74	
	PURCH/INV CLERK	NICOLE F CONNER	3270.91	
	PURCH/INV CLERK	BEVERLY A MURPHY	3270.91	
	SENIOR BUYER	MARILYN B NOMIS	5180.16	
	WRHSE/INVNTY CTRLR	ERIN E WYANT	4383.34	
	ROAD AND BRIDGE	ADMIN ASST	CHERI A MCMURRY	3940.61
EQUIP OPERATOR		GLENN M BOYCE	4299.83	
EQUIP OPERATOR		DAVID GIL	4428.81	
EQUIP OPERATOR		PAUL R HESTER	4428.81	
EQUIP OPERATOR		MARK A JUSTESEN	4174.58	
EQUIP OPERATOR		ALLEN J KIERNAN	4698.53	
EQUIP OPERATOR		REIJO K KOIVUSAARI	4174.58	
EQUIP OPERATOR		DEWEY D LAMB	4174.58	
EQUIP OPERATOR		DANIEL J LEE	4299.83	
EQUIP OPERATOR		JEREMY A LOWSETH	3934.95	
EQUIP OPERATOR		RAYMOND D MCFARLAND	4174.58	
EQUIP OPERATOR		GARLAND R MCMARTIN	4698.53	
EQUIP OPERATOR		RONALD A NOBLE	4561.68	
EQUIP OPERATOR		PATRICK S O'BRIEN	3934.95	
EQUIP OPERATOR		MARK A PARKER	4428.81	
EQUIP OPERATOR		DAVID M PIVIK	4174.58	
EQUIP OPERATOR		JOSHUA M ROBERT	4174.58	
EQUIP OPERATOR		FLOYD D SCOTT	4428.81	
EQUIP OPERATOR		PHILIP C SMITH	4174.58	
EQUIP OPERATOR		ROBERT E SPECK	4428.81	
EQUIP OPERATOR		KENNETH L WEST	4428.81	
EQUIP OPERATOR		CHRISTOPHER K WEST	4174.58	
EQUIP OPERATOR		ARTHUR J WILLIAMS	4698.53	
FOREMAN		ANTHONY S CARSON	5439.16	
FOREMAN		ROBERT W VANVALKENBURG	5439.16	
MAPPING/SIGN SPCLST		DONNA L EVANS	3270.91	
MECHANIC		MATTHEW K CARTER	5439.16	
MECHANIC		KEITH W HEIKES	4602.48	
VETERANS SERVICES OFFICE		VSO DIRECTOR	LAWRENCE D LEVITT	5125.00
		VSO OFFICER	CHERYL K ALLEN	4794.31
		VSO OFFICER	SYLVIA ESQUIBEL	2936.33
		VSO OFFICER	HAZEL I KOENIG	2936.33
	VSO OFFICER	NANCY A STAFFORD	2936.33	
COUNTY ASSESSOR	COUNTY ASSESSOR	PATRICIA W DRINKLE	8333.33	
	CHIEF DEPUTY-ASSESS	DAVID S DIVIS	7083.33	

	DEPUTY-APP TECH	KATELYN S BEFUS	3434.46
	DEPUTY-APP TECH	GAIL A FORTUNA	3752.94
	DEPUTY-APP TECH	SAMANTHA L MAMALIS	2663.34
	DEPUTY-APP TECH	JILL C MILLER	3643.62
	DEPUTY-APP TECH	PATRICIA A MOODY	4474.79
	DEPUTY-APP TECH	JOE D SANCHEZ	3434.46
	DEPUTY-APP TECH	MARIANNE STACEY	3825.83
	DEPUTY-APP TECH	LORRAINE G STEVENS	3434.46
COUNTY ATTORNEY	COUNTY ATTORNEY	DANIEL E ERRAMOUSPE	8333.33
	DEP CNTY & PROS ATTY	KRISTI L CAMPBELL	5375.69
	DEP CNTY & PROS ATTY	LORA E COOPER	6861.01
	DEP CNTY & PROS ATTY	DAMON A DEBERNARDI	6104.56
	DEP CNTY & PROS ATTY	LAUREN R RADAKOVICH	6287.69
	DEP CNTY & PROS ATTY	GARY E REDENTE	7066.78
	DEP CNTY & PROS ATTY	ROBERT J REESE	6861.01
	DEP CNTY & PROS ATTY	JAMES P SCHERMETZLER	6861.01
	DEP CNTY & PROS ATTY	TERESA S THYBO	7642.74
	INVESTIGATOR	ROBERT W MIZEL	4643.76
	LEGAL SECRETARY	TONI J BELCHER	3083.14
	LEGAL SECRETARY	VIRGINIA K BODYFELT	3083.14
	LEGAL SECRETARY	KRYSTLE D FREEMAN	3860.02
	LEGAL SECRETARY	SUSAN M JACKSON	4095.08
	LEGAL SECRETARY	AMANDA A LEE	3975.81
	LEGAL SECRETARY	JACQUELYN L MORRISON	4095.08
	LEGAL SECRETARY	DANEA M PISTONO	4095.08
	OFFICE MANAGER	BILLIE J EDWARDS	4174.58
	OFFICE MANAGER	SHARI J MCKEE	4174.58
	VICTIM/WITNESS COORD	LISA M BUNNING	3934.95
	VICTIM/WITNESS COORD	KATHLEEN X PARKER	4174.58
COUNTY CLERK	COUNTY CLERK	STEVEN D DAVIS	8333.33
	CHIEF DEPUTY - CLERK	VICKIE EASTIN	7083.33
	DEPUTY-ACCOUNT CLERK	GLENDA L EDGMON	5383.23
	DEPUTY-ACCOUNT CLERK	ANITA R FREY	4832.61
	DEPUTY-RCRD CLRK UCC	JENNIFER L COMER	2936.33
	DEPUTY-RCRD CLRK UCC	CINDY R PETERSEN	3681.43
	DEPUTY-RECORD CLERK	ROSE M CLAXTON	3369.05
	DEPUTY-RECORD CLERK	RHODA F KASCOLI	3115.16
	DEPUTY-RECORD CLERK	DONNA J WARDELL	3714.39
	DEPUTY-TITLE CLERK	FRANCES S ANDIKOETXEA	3270.91
	DEPUTY-TITLE CLERK	JESKA L BRUCE	2936.33
	DEPUTY-TITLE CLERK	VIRGINIA M LACY	4058.80
	DEPUTY-TITLE CLERK	MINDY C LARSEN	3369.05
	DEPUTY-TITLE CLERK	JOYCE E LATHAM	3369.05
	DEPUTY-TITLE CLERK	LINDA D SCOTT	3270.91
	DEPUTY-TITLE CLERK	KERRY F SHAW	3470.12
	DEPUTY-TITLE/ELCT CLK	BROOKE N TALBOTT	3434.46
FINANCIAL MANAGEMENT	DEPUTY ACCNTNG MNGR	BONNIE PHILLIPS	8566.96

COMMISSIONER SUPPORT	DEPUTY-CLERK	SALLY K SHOEMAKER	3975.81
ELECTIONS	DEPUTY-ELECTION CLRK	SHARON R DAVIS	3270.91
CLERK OF DISTRICT COURT	CLERK OF DIST COURT	DONNA L BOBAK	8333.33
	CHIEF DEPUTY-CKDIST	BELINDA K BRIDEWELL	7083.33
	COURT CLERK	BRENDA J CRONK	2936.33
	COURT CLERK	LAURA S FRANK	2850.81
	COURT CLERK	RHONDA L JORDAN	2936.33
	COURT CLERK	JANET C PALM	3752.94
	COURT CLERK	CORINNA L SHELTON	3115.16
	COURT CLERK	BEVERLY A VALENCIA	3537.51
COUNTY CORONER	COUNTY CORONER	DALE S MAJHANOVICH	5416.66
COUNTY SHERIFF	COUNTY SHERIFF	MICHAEL F LOWELL	8333.33
	CAPTAIN	RICKIE D HAWKINS	7004.16
	ADMIN ASST/OFFC MGR	PATRICIA L SANTHUFF	4555.20
	ADMIN SGT	DAVID M JOHNSON	6231.80
	CLERK	REBECCA A CREAGER	3208.60
	COURT SEC CORPORAL	ANTHONY J NIEMIEC	5226.44
	COURT SECURITY	RANDALL J BINGHAM	4977.59
	COURT SECURITY	CURTIS CHRISTENSEN	4422.51
	COURT SECURITY	RONALD L COVEY	4832.61
	COURT SECURITY	BRADLEY R FREEMAN	4977.59
	COURT SECURITY	FREDERICK J MOCZULSKI	4977.59
	DETECTIVE	RICHARD C BLUST	5544.74
	DETECTIVE	RICHARD P FISCHER	5074.22
	DETECTIVE	JERRY D GLASSCOCK	5383.23
	DETECTIVE	MICHELLE N HALL	5226.44
	DETECTIVE	JASON E MOWER	5074.22
	DETECTIVE SGT	JOSEPH A TOMICH	5762.22
	INV.ASST/EVID TECH	CHELSIE L BAZZANELLA	3975.81
	PATROL CORPORAL	MATTHEW E BARLOTTA	5226.44
	PATROL CORPORAL	STEPHEN F PALADINO	5074.22
	PATROL CORPORAL	STEVEN S POWELL	5226.44
	PATROL CORPORAL	JEFF A SHEAMAN	5074.22
	PATROL DEPUTY	WILLIAM M BOSWELL	4977.59
	PATROL DEPUTY	AMANDA D BULLER	3934.95
	PATROL DEPUTY	BRANDY J DICK	4383.34
	PATROL DEPUTY	GARY D FREY	4977.59
	PATROL DEPUTY	DAVID O HENDERSON	3820.35
	PATROL DEPUTY	RICHARD F KAUMO	4422.51
	PATROL DEPUTY	TREVOR D KIRKWOOD	4832.61
	PATROL DEPUTY	MICHAEL S KLAPEL	4977.59
	PATROL DEPUTY	MICHAEL A MERKLEY	4977.59
	PATROL DEPUTY	DEREK A MORRELL	4255.65
	PATROL DEPUTY	SCOTT A MORRIS	4832.61
	PATROL DEPUTY	TODD S POPPIE	4977.59
PATROL DEPUTY	JAMES H RHEA	3934.95	
PATROL DEPUTY	BRAD R WALLENDORFF	4977.59	
PATROL DEPUTY	MATTHEW T WHARTON	4832.61	
PATROL EQUIP COORD	JOANN L GUSTKE	3403.99	
PATROL LT	JASON J LOVE	6543.60	
PATROL SGT	JOHN M GROSSNICKLE	5935.08	
PROCESS SERVER	JEANNIE L DEMAS	4058.80	

	PROCESS SERVER	DEBRA K TARUFELLI	3606.22
	RECORDS MANAGER	ALICIA E TUCKER	3537.51
	WARRANTS MANAGER	TERESA M ACKERMAN	3574.20
COUNTY DETENTION CENTER	CAPTAIN	BRETT A STOKES	7430.74
	CLERK	YASMIN C HAMILTON	3115.16
	CLERK	C GAYLE TAYLOR	3208.60
	CONTROL ROOM WORKER	BONNIE S BURKHOLDER	3115.16
	CONTROL ROOM WORKER	KATHERINE M BYERS	3024.42
	CONTROL ROOM WORKER	KELLY L CURELL	3024.42
	CONTROL ROOM WORKER	VERNON E HENNESAY	3024.42
	CONTROL ROOM WORKER	SARAH R HUMPHRIES	3115.16
	CONTROL ROOM WORKER	ANGELA M LOCKE	3115.16
	CONTROL ROOM WORKER	CRYSTAN R SHAFER	2936.33
	CONTROL ROOM WORKER	TERRIE J TAYLOR	3115.16
	CONTROL ROOM WORKER	KAYCEE K THOMAS	2936.33
	DETENTION CORPORAL	PATRICK K MCGOWAN	5074.22
	DETENTION CORPORAL	CANDACE R RAMOS	5074.22
	DETENTION CORPORAL	SHELLI J ROY	5226.44
	DETENTION CORPORAL	TAMI T ROYLANCE	5074.22
	DETENTION CORPORAL	AARON J SPRECHER	5074.22
	DETENTION LT	RUTH C LOPEZ	6543.60
	DETENTION OFFICER	BOBBY R ALLISON	4691.85
	DETENTION OFFICER	NORMAN E BATES	4832.61
	DETENTION OFFICER	MICHAEL W BEHRENS	4555.20
	DETENTION OFFICER	KEITH A BRAMWELL	4832.61
	DETENTION OFFICER	MARIE C BROWN	4832.61
	DETENTION OFFICER	BECKY A BUTTERFIELD	4977.59
	DETENTION OFFICER	FOREST H BYERS	4977.59
	DETENTION OFFICER	STEPHANIE L CASSIDY	3934.95
	DETENTION OFFICER	DEAN C DAWES	4131.70
	DETENTION OFFICER	KARI D FACINELLI	4832.61
	DETENTION OFFICER	TRAVIS M GARRETTSON	3934.95
	DETENTION OFFICER	STARLA M HALLADAY	4832.61
	DETENTION OFFICER	JOHN C HANSEN	4255.65
	DETENTION OFFICER	JOANNA L HOOD	4131.70
	DETENTION OFFICER	KEVIN B HOTCHKISS	4832.61
	DETENTION OFFICER	KARI J HUBERT	4832.61
	DETENTION OFFICER	DARREN J LAURA	4691.85
DETENTION OFFICER	ELIZABETH I LOPEZ	4977.59	
DETENTION OFFICER	ANDREW G MOFFATT	4383.34	
DETENTION OFFICER	LEELAND J REESE	4832.61	
DETENTION OFFICER	DWAINE K SHAFE	4832.61	
DETENTION OFFICER	MATTHEW J WEBER	4977.59	
DETENTION OFFICER	SHAUNA R WEBER	4832.61	
DETENTION SGT	GERALD R CARR	5594.38	
DETENTION SGT	HAROLD R HAMILTON	5594.38	
DETENTION SGT	MANDI R HAWKINS	5594.38	

	DETENTION SGT	HEATHER L YARRINGTON	5762.22
	FOOD SERVICE WORKER	MARGARET L HENNESAY	2536.49
	FOOD SERVICE WORKER	ERIN O RANGER	2690.97
	FOOD SERVICE WORKER	TRUDY K TORREZ	2690.97
	KITCHEN MANAGER	RICHARD F DANSEREAU	4882.79
	OFFICE MANAGER	BECKY A SANCHEZ	3975.81
	REGISTERED NURSE	MELISSA M ANDERSON	5874.08
	REGISTERED NURSE	JESSICA R MARSHALL	5536.89
	REGISTERED NURSE	MEGAN B TOZZI	5375.62
EMERGENCY MGMT/HOMELAND SECRTY	EMER MGT COORD	JUDY K RODERICK	4977.66
	EMERG MGT ASST COORD	TAMARA S TWITCHELL	3638.44
ANIMAL CONTROL	ANIMAL CTRL OFFICER	TRACY A HAFNER	3825.83
	ANIMAL CTRL OFFICER	CHRISTINE L THOMAS	3606.22
DUI SUPERVISED PROB	DSP CASEWORKER	KIMMIE L DIEHL ROUSE	4052.99
COUNTY TREASURER	COUNTY TREASURER	ROBERT D SLAUGHTER	8333.33
	CHIEF DEPUTY-TREAS	SUE L SANCHEZ	7083.33
	DEPUTY-LICENSE CLERK	LYNNE P CLARK	2936.33
	DEPUTY-LICENSE CLERK	RHONDA L JOHNSON	2936.33
	DEPUTY-LICENSE CLERK	VALERIE R KNIGHT	3024.42
	DEPUTY-LICENSE CLERK	LISA J MARSING	3024.42
	DEPUTY-LICENSE CLERK	PAMELA S NELSEN	3403.99
	DEPUTY-LICENSE CLERK	ANITA M TODD	3975.81
	DEPUTY-MOTOR VEH SUP	LONA K LATORRE	4882.79
	DEPUTY-TAX ACCT SPEC	LYNNE M BURROLA	4058.80
	DEPUTY-TAX SUPERVSR	SHELLEY A RUST	4299.83

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Requested Meeting Date: August 4, 2015	Name & Title of Presenter: Bonnie Phillips, Accounting Manager
Department or Organization: County Clerk's office	Contact Phone & E-mail: 307-872-3762 phillipsb@sweet.wy.us
Exact Wording for Agenda: Human Service Contracts FY 2016	Preference of Placement on Agenda & Amount of Time Requested for Presentation: ACCEPTANCE OF HUMAN SERVICE CONTRACTS
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.

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, AND **THE CASTLE ROCK HOSPITAL DISTRICT****

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 Castle Rock Hospital District, 1440 Uinta Dr., Green River, Wyoming 82935.

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 Castle Rock Hospital District, hereinafter referred to as "Castle Rock", 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 CASTLE ROCK 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, 2015 through June 30, 2016.
2. Services. Castle Rock agrees to provide the following services to residents of Sweetwater County:
 - a. Provide ambulance service to residents of the Castle Rock Hospital District.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of **\$100,000.00** for Castle Rock 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 Castle Rock's compliance with the terms and conditions of this Agreement.

4. Payments. The parties hereto mutually agree that Castle Rock 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 Castle Rock: Castle Rock shall:

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

b. Insure that the staff hired by Castle Rock 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 Castle Rock 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. Castle Rock may use executive sessions for the discussion of personnel or client matters where permitted by applicable law.

g. Allow THE COUNTY to examine Castle Rock'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 CASTLE ROCK 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 Castle Rock as necessary with respect to the completion of Castle Rock responsibilities under this Agreement.

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

7. Indemnification. Castle Rock 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 Castle Rock, 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. Castle Rock Status. Castle Rock represents that it is managed by its own independent board of trustees.

10. Assignment. CASTLE ROCK 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 CASTLE ROCK 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 CASTLE ROCK:

Castle Rock Hospital District
1440 Uinta Dr

Green River, Wyoming 82935

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

Dated this ____ day of _____ 2015.

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 23 day of July 2015.

CASTLE ROCK HOSPITAL DISTRICT

By: Brian Decker

Title: C.E.O.

ATTEST:

Travis Torkler

Title: CFO

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, 2015 through June 30, 2016.
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 _____ 2015.

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 _____ 2015.

GOLDEN HOUR
SENIOR CITIZEN'S CENTER.

By: Bill Thompson

Title: President

ATTEST:

Barbara J. Dickel-Smith

Title: Bookkeeper/Office Mgr.

**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, 2015 through June 30, 2016.
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 _____ 2015.

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 _____ 2015.

THE SWEETWATER COUNTY
FAMILY RESOURCE CENTER

By: Mike McEwen
Title: Board President

ATTEST:

Title: _____

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: August 4, 2015	Name & Title of Presenter: Robert Perry, Accountant
Department or Organization: Sweetwater Events Complex	Contact Phone & E-mail: 307 352-6789, ext 106 rperry@sweetwaterevents.com
Exact Wording for Agenda: Tax Anticipation Warrant Agreement with RSNB Bank	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 9:00 - 9:30 A.M. Presentation should take 10 minutes or less.
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.

WARRANT AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2015, by and between the Sweetwater County Fair Board, hereinafter "Board," of Sweetwater County, Wyoming, and the RSNB Bank of Rock Springs, Sweetwater County, Wyoming, hereinafter "Bank."

WITNESSETH:

WHEREAS, the Board uses and desires to continue to use Bank as a Depository for Board funds; and

WHEREAS, the Board derives its funding, in part, through a property tax levy; and

WHEREAS, it is contemplated that at various times during the remainder of the Board's current fiscal year, the Board will be required to borrow funds to meet operation expenses; and

WHEREAS, Bank is willing to loan Board funds as needed up to a maximum limit at any given time of seventy-five per cent (75%) of the anticipated 2015-2016 fiscal year property tax revenues of the Board remaining uncollected, provided, however, pursuant to W.S. Statutes 18-4-103, such warrants shall not exceed, in any event, the current obligations for the necessary expenses for continuing the services and functions for which the Fair Board is responsible, and the expenses of the Fair Board, for the period July 1, 2015 through November 30, 2015:

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL COVENANTS, PROMISES AND AGREEMENTS HEREIN CONTAINED, THE PARTIES STIPULATE, AGREE AND ACKNOWLEDGE AS FOLLOWS:

1. BANK AS DEPOSITORY OF BOARD FUNDS: The Board agrees to use Bank as a depository of its funds. Said funds held on deposit at Bank shall be withdrawn on the orders or warrants of the Board.

2. PERSONS AUTHORIZED TO SIGN ORDER OR WARRANTS: The following persons have the authority to sign Board orders or warrants, namely:

Larry Lloyd	Title: Executive Director
Kent McCann	Title: Chair
Faith Harris	Title: Vice-Chair
Jodee Burnett	Title: Secretary
Charles Barnum	Title: Treasurer
Roger Torgersen	Title: Trustee
Bill Valdez	Title: Trustee
Robert Zotti	Title: Trustee

All orders or warrants must contain at least two (2) authorized signatures, subject to the following limitations: NONE

Attached hereto are true copies of signature cards that contain the signatures of the persons authorized to sign Board orders or warrants, to be drawn upon the warrant account to be established pursuant to this agreement, which signature cards are incorporated herein by this reference.

The person or persons authorized to sign Board orders or warrants may be changed by the Board from time to time by notifying the Bank in writing of such change and supplying Bank with a properly executed signature card for each person added as an authorized signature.

The Bank shall honor all orders or warrants that contain on their face the signature of those persons authorized to sign Board orders or warrants not to exceed at any given time an aggregate amount equal to \$1,753,000 or seventy five percent (75%) of the anticipated revenues from the 2015-2016 property tax levy for the benefit of the Board remaining uncollected, whichever shall be less, in overdrafts on the Board's account at Bank during the term of this agreement.

3. LIABILITY OF BANK: Bank shall honor all of the Board's orders and warrants covered by the provisions of this agreement without regard to the payee named herein, and without regard to the purpose for which the funds may be used. Bank shall not be liable for any loss or any injury to the Bank with respect to Bank's duty to honor the Board's orders or warrants pursuant to the provisions of this agreement.

4. DEPOSITS TO THE BOARD'S ACCOUNT: Checks, orders and warrants naming the Board as payee may be deposited to the Board's checking account upon any Board endorsement. Checks, orders, and warrants naming the Board as payee may be cashed or credited to another account upon the endorsement of the persons named herein above in Paragraph 2.

5. WARRANTS AS EVIDENCE OF DEBT: Every warrant of the Board redeemed by the Bank shall become a loan to the Board by the Bank. Each person who is authorized to sign such warrants shall, as an agent of the Board, be authorized to borrow money pursuant to this agreement from the Bank on behalf of and in the name of the Board, and to deliver said warrants or other obligations to the Board.

6. RATE OF INTEREST ON WARRANTS: The rate of interest charged against all the Board's warrants redeemed by the Bank shall be the three (3) month U.S. treasury bill rate in effect upon date of payment of such warrant, plus two percent (2%). It is agreed that the overall rate of return shall not be less than three and three quarter's percent (3.75%).

Interest charged on each warrant redeemed by Bank shall accrue daily on such warrant from the date such warrant is posted to the warrant account established in accordance with Paragraph 8 herein, until the date such warrant is paid in full by the Board.

The form of warrant to be utilized by the Board for its purposes under the terms of this agreement is attached hereto and by this reference made a part hereof.

7. FINANCIAL REPORTING OF BOARD: Until all warrants issued by the Board hereunder shall have been paid in full, the Board shall provide Bank with internally generated financial statements including profit and loss information on all Board operations, within fifteen (15) days following each calendar quarter-end beginning with quarter ended September 30, 2015. The Board will also provide to Bank a certified copy of the County Assessor's final valuation of the property within the Board for fiscal year 2015-2016.

8. WARRANT ACCOUNT: Board will establish a warrant account with Bank for the purpose of negotiating its warrants. Each warrant shall be drawn payable to the Sweetwater County Fair Board, and will be deposited in the general operating account of the Board maintained in the Bank, for the purpose of providing for the day-to-day cash flow needs of the Board. The rate of interest to be paid upon each warrant shall be stated within the warrant.

9. TAX LEVY OF BOARD: The accrued interest and principal of all outstanding Board warrants shall be secured by the property tax received by the Board from the office of the Treasurer of Sweetwater County, Wyoming, hereinafter "Treasurer," which tax revenues are hereby assigned by the Board and by the Board of County Commissioners of Sweetwater County, Wyoming to the Bank for such purpose. Bank has the right to notify the Treasurer in writing of the principal and interest due and owing to the Bank by the Board on all outstanding warrants.

10. TERMINATION: This agreement shall terminate on June 30, 2016, the last day of the current fiscal year of the Board. Upon termination of this agreement, all amounts due and owing to Bank by the Board pursuant to the provisions of this agreement shall become immediately due and payable. All amounts due and payable to the Bank by the Board upon the termination of this agreement shall be secured by the property tax revenues due to the Board from the Treasurer, and Bank may make demand upon such tax revenues as provided for in Paragraph 9 herein.

11. DEFAULT: The Board further agrees that the Board shall be in default and will have breached this agreement should the Board fail to comply with all the terms and conditions herein.

The Bank's remedies upon a default to the Board shall be cumulative and are as follows:

- a. The Bank shall be able to dishonor all warrants after the date of default and without notice of default to the Board.
- b. The Bank shall be able to call immediately due and payable all amounts due and owing to the Bank.
- c. The Bank shall be able to notify the Treasurer to pay over to Bank all monies Treasurer holds for the Board or shall receive for the Board up to the amount due and owing to the Bank from the Board pursuant to the terms of this agreement.
- d. Any other remedies available at law or in equity to the Bank.

12. ATTORNEY'S FEES: In the event it becomes necessary to enforce any of the terms of this agreement, either with or without suit, the losing party agrees to pay the prevailing party all reasonable costs and expenses, including a reasonable attorney's fee that may be made and incurred.

13. ENTIRE AGREEMENT: This instrument contains the entire agreement between the parties, and shall not be modified, changed or discharged in any manner except by an instrument in writing, executed by the parties. If any terms or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

14. WAIVER OF BREACH: The waiver of either party hereto of any breach or any condition or provision of this agreement by the other party shall be limited to the particular instance, and shall not operate or be deemed to waive any future breach or breaches of said condition or provision. This failure of either party to insist in any one instance or more upon the performance or any of the condition or provisions of this agreement, or to excise any right or privilege herein conferred, shall not be construed as waiving any such condition, provision, right or privilege, but the same shall continue and remain in full force and effect.

15. NOTICES: All notices, demands, request and other required or permitted to be given hereunder shall be deemed duly given if delivered, or if mailed by registered or certified mail, postage prepaid, if addressed to the following:

Board: Larry Lloyd, Executive Director
Sweetwater County Fair Board
3320 Yellowstone Road
Rock Springs, Wyoming 82901

Bank: Keith N. Hay, Vice President
Rock Springs National Bank
200 Second Street
Rock Springs, Wyoming 82901

Either party shall have the right to specify in writing, in the manner above-provided, another address to which subsequent notices or writings to such party shall be given.

Any notices given hereunder shall be deemed to have been given as of the date delivered or mailed. Personal delivery of such written notice shall have the same effect as notice given by mail.

16. BINDING: The terms, covenants and agreements of this agreement shall apply to, bind and insure to the benefit of the parties hereto, and their successors and assigns.

17. APPLICABLE LAW: The agreement shall be construed by the laws of the State of Wyoming.

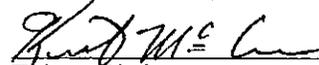
18. COUNTY APPROVAL: The Board of County Commissioners of Sweetwater County, Wyoming, hereinafter "Commissioners", by its execution of this Warrant Agreement as reflected hereinafter, hereby consents to the within transaction by the Sweetwater County Fair Board (to the extent such consent is required by law) and joins in the pledge and assignment of the 2015-2016 fiscal year tax revenues levied by the Commissioners on behalf of the Sweetwater County Fair Board as provided in Paragraph 9 of this Warrant Agreement.

IN WITNESS WHEREOF the parties have set their hands the date first written herein above.

RSNB Bank

Sweetwater County Fair Board

Title: Vice President



Title: Chairman

Attest:

Attest:

Title:

Title:

State of Wyoming)
 : ss.
County of Sweetwater)

The above and foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, the _____ of the Board of County Commissioners of Sweetwater County, Wyoming.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

ACCEPTANCE OF ASSIGNMENT OF
BOARD FUNDS

I, _____, the duly elected Treasurer of Sweetwater County, Wyoming, hereby accept the assignment of SWEETWATER COUNTY FAIR BOARD FUNDS to the RSNB Bank according to the terms and conditions of the foregoing Warrant Agreement entered into on the _____ day of _____, 2015, between the RSNB Bank and _____ the _____ Board.

DATED the _____ day of _____, 20____.

Title

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: <i>August 4, 2015</i>	Name & Title of Presenter: <i>DAVE DIVIS CHIEF DEPUTY ASSESSOR</i>
Department or Organization: <i>ASSESSOR'S OFFICE</i>	Contact Phone & E-mail: <i>872-3707 divisd@sweet.wy.us</i>
Exact Wording for Agenda: <i>Approval of 2015 Mill Levies</i>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <i>Early in meeting 5 minutes</i>
Will there be Handouts? (If yes, include with meeting request form) <i>yes. will come later</i>	Will handouts require SIGNATURES: <i>YES</i>
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
2015

	REQUIRED	SUGGESTED LEVY	ACTUAL	WILL FUND
\$2,961,509,848	12.0 MILL DISTRIBUTION		12.00000	\$ 35,538,118
GENERAL			9.41105	27,870,917
COUNTY HOSPITAL	\$453,573	0.15316	0.15316	453,576
COUNTY LIBRARY	\$3,195,238	1.07892	1.07893	3,195,262
COUNTY FAIR OPERATION	\$2,201,385	0.74333	0.74334	2,201,409
COUNTY MUSEUM OPERATION	\$353,157	0.11925	0.11925	353,160
MENTAL HEALTH	\$851,624	0.28756	0.28757	851,641
AIRPORT OPERATION				
CIVIL DEFENSE				
COUNTY BUILDING FUND				
RECREATION PURPOSES	\$612,138	0.20670	0.20670	\$ 612,144
PUBLIC HEALTH PURPOSES		0.00000		\$ -
			12.00000	\$ 35,538,109
COUNTY WIDE WEED & PEST	923,556	0.31185	0.312	\$ 923,991
WESTERN WYOMING COLLEGE			4.000	\$ 11,846,039
OPTIONAL - BOARD APPROVED			1.000	\$ 2,961,510
SWEETWATER BOCES			0.225	\$ 666,340
TOTAL WWCC LEVY			5.225	\$ 15,473,889
TOTAL COUNTY, WWC, WEED & PEST			17.537	\$ 51,935,998
STATE SCHOOL FOUNDATION PROGRAM			12.000	\$ 35,538,118
MANDATORY COUNTY-WIDE SCHOOL LEVY			6.000	\$ 17,769,059

MILL LEVY WORKSHEET
2015

S.D. # 1		MILL LEVY	WILL FUND
	\$1,810,531,046	25.000	\$ 45,263,276
MAINTENANCE, RECREATIONAL		1.000	\$ 1,810,531
SWEETWATER BOCES		0.500	\$ 905,266
REGION V BOCES		0.200	\$ 362,106
TOTAL S.D. # 1 LEVY		26.700	\$ 48,341,179
S.D. # 2		MILL LEVY	WILL FUND
	\$1,011,390,185	25.000	\$ 25,284,755
SWEETWATER BOCES		0.500	\$ 505,695
REGION V BOCES		0.100	\$ 101,139
RECREATION		1.000	\$ 1,011,390
BOND REDEMPTION/ POOL		1.786	\$ 1,806,343
TOTAL S.D. #2 LEVY		28.386	\$ 28,709,322
S.D. # 1C		MILL LEVY	WILL FUND
	\$139,588,617	25.000	\$ 3,489,715
RECREATION		1.000	\$ 139,589
ADULT EDUCATION (W.S. 21-12-103)		1.500	\$ 209,383
BOCES		0.500	\$ 69,794
BOCES VOTER APPROVED		0.500	\$ 69,794
BOND REDEMPTION (FLAT MILL LEVY TO BE APPLIED)		2.950	\$ 411,786
TOTAL S.D. # 1C LEVY		31.450	\$ 4,390,061
CITIES	VALUATION	MILL LEVY	WILL FUND
ROCK SPRINGS	\$214,635,915	8.000	1,717,087
GREEN RIVER	\$83,452,444	8.000	667,620
SUPERIOR	\$835,588	8.000	6,685
GRANGER	\$1,702,614	8.000	13,621
WAMSUTTER	\$4,150,732	8.000	33,206
BAILROIL	\$41,254,378	8.000	330,035
			\$ 2,768,253

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Requested Meeting Date: <div style="text-align: center; font-size: 1.2em;">August 4, 2015</div>	Name & Title of Presenter: DAVE DIVIS CHIEF DEPUTY ASSESSOR
Department or Organization: ASSESSOR'S OFFICE	Contact Phone & E-mail: 872-3707 divisd@sweet.wy.us
Exact Wording for Agenda: Recinding local County Board of Equalization Rules	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Early in morning, after my other agenda item 5 minutes
Will there be Handouts? (If yes, include with meeting request form) County Attorney, working on Resolution	Will handouts require SIGNATURES:
Additional Information: Wyoming State Board of Equalization Rules signed by Governor 7/13/2015 provide statewide uniformity for protest hearings.	

- 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

Requested Meeting Date: August 4th, 2015	Name & Title of Presenter: Lauren Schoenfeld, Executive Director Melinda Baas, Program Director
Department or Organization: YWCA of Sweetwater County	Contact Phone & E-mail: 307-352-6635 lauren@ywcawsweetwater.org
Exact Wording for Agenda: Big Brother's Big Sister's Program Plans	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 10-15 minutes
Will there be Handouts? (If yes, include with meeting request form) No	Will handouts require SIGNATURES: No
Additional Information:	

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

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: 8/4/15	Presenters Name: Krisena Marchal
Department or Organization: Grants Administration	Contact Phone and E-mail: (307) 872-3888 marchalk@sweet.wy.us
Exact Wording for Agenda: Approval to the FY 2016 Services to Victims of Crime Grant Documents	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Action Item - 5 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes (By the Chairman)
Additional Information:	
PLEASE SEE EXECUTIVE SUMMARY ON THE NEXT PAGE.	
TWO REQUESTED ACTIONS:	
1. Motion to accept the Fiscal Year 2016 Services to Victims of Crime Grant Contract.	
2. Motion to approve, and authorize the Chairman to sign, the Fiscal Year 2016 Services to Victims of Crime Certified Assurances and OMB A-133 Audit Requirements Form.	

FISCAL YEAR 2016 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 Capitol Hill Building 320 West 25th Street 2nd Floor Cheyenne, WY 82001.

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, 2015 to June 30, 2016. 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 \$103,838.00 (one hundred three thousand eight hundred thirty-eight dollars). No reimbursement shall be made prior to the Effective Date of this Contract. The MAXIMUM amount payable under this Contract is \$103,838.00 (one hundred three thousand eight hundred thirty-eight dollars) and is allocated as follows:

1. The following federal funds must support the project as outlined in the FY2016 approved grant proposal:

a. VAWA: \$8,224.00 (P). Funds will be paid from the 2014-WF-AX-0010 VAWA grant, CFDA #16.588 for a VAWA project.

2. The following FY2016 state funds must support the project as outlined in the FY2016 approved grant proposal:

- a. State Victim Witness funds: \$58,834.00.
- b. State funds for salaries: \$8,741.00.
- c. State Surcharge funds: \$24,910.00.
- d. State salary surcharge: \$3,129.00.

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

effect; or

3. Uses forced labor in the performance of the award or subawards under the award.

L. Federal Audit Requirements. Contractor agrees that if it expends an aggregate amount of five hundred thousand dollars (\$500,000) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (Attachment B). If findings are made which cover any part of this Grant, Contractor shall provide one (1) copy of the audit report to Division and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Division's records.

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 forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion hereof, for collateral for any financial obligation without the prior written permission of the Division.

D. Assumption of Risk. The Contractor shall be responsible for any loss of state or federal funding either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Division shall notify the Contractor of any state or federal determination of noncompliance.

E. Audit/Access to Records. The Division and any of its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor, which are pertinent to this Contract. The Division may request a standard audit of a Contractor's financial records to be completed at the Contractor's expense. The Contractor shall maintain such records for seven (7) years after termination of the Contract, or for one (1) year after the final resolution of any dispute arising from the Contract, whichever is later.

- 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



Daniel E. Eramouspe, County Attorney
Sweetwater County Attorney Victim Witness

7/21/15

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

06-24-15

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 (EEO) 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 EEO 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 EEO 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.

	8/4/15
Signature Chair/Board of Directors/ Agency Administrator/County Commissioner	Date

	Wally Jr. Johnson, Chairman, Sweetwater County Commission
Typed or Legibly Printed Name	Title

	80 West Flaming Gorge Way, Suite 19, Green River, WY 82935 (307) 872-3897
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 2015 to be completed by 12/31/15. 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

8/4/15

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.

**2014 OJJDP NON-PARTICIPATING STATE GRANT APPLICATION
GRANT APPLICATION CERTIFICATIONS**

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

I certify to the best of my knowledge that the information contained in this application and proposal are true and correct.

If funded under this grant process, I further certify that awarded funds will be used on projects that further compliance with the core requirements of the Juvenile Justice and Delinquency Prevention Act (JJDP) Act of 2002.

If the proposal is approved, all reimbursement requests will be approved and signed by a County Commissioner. Nothing in this certification shall deprive the District Court, Circuit Court, or Municipal Court judge from exercising his or her full authority as set forth by law.

August 4, 2015

Wally J. Johnson
Chairman, Board of County Commissioners

B. County Sheriff: Mike Lowell

I certify that my agency understands the role of law enforcement in this proposal and will participate in the projects set forth in the proposal. My agency will provide the required data on juveniles held securely in county jail and, where possible, municipal lock-ups within the county, provided that my agency will not release information that is prohibited from disclosure by law.

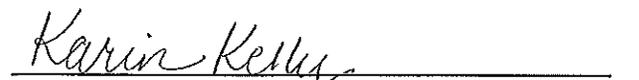


Mike Lowell
Sweetwater County Sheriff

7/29/15
Date

C. Project Coordinator/Contact Person: Karin Kelly

I certify that my program will provide the required data on juveniles held securely in municipal lock-ups within the county if the data is not available through the County Sheriff. If this proposal is funded, I certify that quarterly financial and progress reports will be completed and submitted to VOA in a timely fashion.



Karin Kelly
Director of Sweetwater County Juvenile Probation

7/29/15
Date

Certification Statement
W.S. 16-6-101 & W.S. 16-6-1001

W.S. § 16-6-101, et seq. PREFERENCE FOR RESIDENT CONTRACTORS

If advertisement for bids is required, the Contract shall be let to the responsible certified resident making the lowest bid, if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder. "Resident" for this purpose means as defined by W.S. § 16-6-101. A successful resident bidder shall not subcontract more than thirty percent (30%) of the work covered by his contract to nonresident contractors. A resident bidder shall submit a copy of its certificate of residency with its bid.

W.S. § 16-6-1001(2011 Senate File 144) PREFERENCE FOR RESIDENT DESIGN FIRMS

Applicants must comply with all aspects of W.S. § 16-6-1001, if applicable, including but not limited to submitting a plan that promotes the employment of responsible Wyoming resident design firms, including professional architectural and engineering services in the planning and design phases of facilities funded with monies subject to its provisions. Plans are to be submitted to Governor Matthew H. Mead, Capitol Building, Cheyenne, Wyoming 82002

Any funds from the Office of State Lands and Investments for capital construction projects authorized for expenditure after June 30, 2010, which have not been obligated by contract or designed as of January 17, 2011 must provide the signed statement below to the Office of State Lands and Investments with funding applications and prior to reimbursement of expenditures.

I certify to the best of my knowledge and belief that the COUNTY OF SWEETWATER has
(City, Town, District)
complied with W.S. § 16-6-101 and W.S. § 16-6-1001 (2011 Senate File 144) unless otherwise noted below.

1. W.S. § 16-6-1001 (b)

Plan submitted to Governor's Office (Date submitted: 06/16/15)

Item #2 and #3 are project specific for:

CWC# _____, MRG# _____, JPA# _____, CWSRF# _____, DWSRF# _____ CHS#15002 SW.

2. W.S. § 16-6-1001(a)

Complied with W.S. § 16-6-1001(a) NOT APPLICABLE

Waiver Approved; attach copy of written documentation provided to Governor and Joint Appropriations Interim Committee with description and detailed reason

Exempt; attach copy of legal opinion and detailed reason provided to Governor and Joint Appropriations Interim Committee

3. W.S. § 16-6-101

Complied with W.S. § 16-6-101, et. seq

Project has not been bid, but will include standard contract language to comply with W.S. § 16-6-101

Waiver Approved; attach copy of written documentation provided to Governor and Joint Appropriations Interim Committee with description and detailed reason

Exempt; attach copy of legal opinion and detailed reason provided to Governor and Joint Appropriations Interim Committee

Date: 08/04/15

Signature
County Commission Chairman
Title

JPS
7/20/15

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: August 4, 2015	Name & Title of Presenter: Mike Lowell, Sheriff
Department or Organization: Sweetwater County Sheriff	Contact Phone & E-mail: 307/922/5316
Exact Wording for Agenda: Memorandum of Understanding between Sweetwater County Sheriff Office and Lincoln County Sheriff, Carbon County Sheriff, Uinta County Sheriff, Fremont County Sheriff, Sublette County Sheriff and Teton County	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 15 Min.
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information: 	

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

SWEETWATER

C.O.U.N.T.Y

Mike Lowell- Sheriff

Administrative/ Operations Section Captain
Rick Hawkins

Detention Section Captain
Brett Stokes

Memorandum of Understanding

Parties:

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

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

SPECIFIC PROVISIONS

1. Terms of Memorandum:
This Memorandum is effective upon the day and date of the last signature affixed hereto. This Memorandum shall remain in full force and effect until terminated by the parties. Any party may terminate this Memorandum, without cause, upon thirty (30) days written notice, which shall be delivered by hand or by certified mail sent to the address listed herein.
2. The Procedures for Requesting the Sheriff to Accept Juveniles Into the Sweetwater County Detention Center:
 - a. Prior to transporting any juvenile to the Sweetwater County Detention Center, the Requesting Party shall contact Sweetwater County's designee from the Sweetwater County Sheriff's Department to determine if the Sheriff will accept the juvenile into the Sweetwater County Detention Center. The request shall contain the information required in Paragraph 2.c. A separate request shall be provided for each juvenile. Upon Requesting Party's Compliance with Paragraph 2.c, the Sheriff or a designated Deputy shall promptly respond to the request by advising the Requesting Party whether the juvenile will be accepted into the Sweetwater County Detention Center.

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

3. The Obligation of the Sheriff

- a. The Sheriff shall provide a secure and safe environment for every juvenile incarcerated in the Sweetwater County Detention center pursuant to this Memorandum

- b. The Sheriff shall comply with all state and Federal requirements that apply to the detention of juveniles, including the requirement for sight and sound separation from adult prisoners.
- c. The Sheriff shall afford to all juveniles incarcerated pursuant to this Memorandum the same counseling and educational benefits that are presently provided to the juveniles who are incarcerated in the Sweetwater County Detention Center by an order of a court in Sweetwater County, or due to the arrest and detention by a Sweetwater County Law enforcement agency. If the juvenile from the Requesting Party requires additional counseling or educational services, those services shall be made available to the juvenile.
- d. The Sheriff shall provide to the Requesting Party, upon request, the Sweetwater County Detention Center's operational records that are specific to the juvenile or juveniles of the Requesting Party.
- e. The Sheriff shall provide for, at the expense of the Requesting Party, all the juvenile's necessary medical needs, including prescription drugs, clinic or hospital visits and emergency care.
 - i. The Sheriff shall provide the Requesting party a detailed accounting of all medical expenses to the Requesting Party's juveniles who receive medical care.
 - ii. The Sheriff shall provide all mileage data to the Requesting Party when the Sheriff or his designee has transported the juvenile of the Requesting Party to a clinic or hospital for medical care, or for such other purpose at the request of the Requesting Party.

4. The Obligation of the Requesting Party

- a. In consideration of the Sheriff permitting access to Sweetwater County Detention Center for the detention of the Requesting Party's juveniles, the Requesting Party shall pay \$195.00 per juvenile, per day of detention to Sweetwater County. The payment for partial days shall be determined as follows: A day shall consist of a twenty-four (24) hour period beginning at midnight. If a juvenile is incarcerated on a partial day for twelve (12) hours or less, the Requesting Party shall pay fifty percent (50%) of the daily rate, which is \$97.50. If a juvenile is incarcerated for more than twelve (12) hours, the Requesting Party shall pay one hundred percent (100%) of the daily rate which is \$195.00.
- b. The Requesting Party is responsible for all cost associated with necessary medical treatment incurred by the juvenile while housed at the Sweetwater County Detention Center.
- c. The Requesting Party is responsible for all transportation of the juvenile. When medical care for the juvenile is required outside the Sweetwater County Detention Center, the Requesting Party shall reimburse Sweetwater County for the costs of transportation the juvenile at the rate of

fifty-eight cents (\$0.58) per mile. If the Sheriff or his designee transports the juvenile for other purposes at the request of the Requesting Party, the Requesting Party shall reimburse Sweetwater County at the same rate.

- d. Prior to the detention of the Requesting Party's juvenile, the Requesting Party shall exercise its best efforts in providing the information to the Sheriff required by Paragraph 2.c. Inaccurate or insufficient information may delay the response from the Sheriff, or in some instances the Sheriff may deny the request due to insufficient information.
- e. Should any juvenile of the Requesting Party challenge his or her detention by filing habeas corpus or any other challenge to the grounds for detention, the Responding party shall defend such action, and indemnify Sweetwater County accordingly. This obligation shall not apply if Sweetwater County has caused or is somehow at fault for the claim, beyond and outside of its role in this Memorandum as the detention agency.

5. Method of Payment

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

6. Confidentiality

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

General Provision:

1. Amendment

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

2. Assignability

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

3. Audit

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

4. Wyoming Government Claims Act

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

5. Whole Agreement

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

6. Construction and Forum

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

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding this ____ day
of _____, 20__.

Requesting Party

Stephen Haskell
Sublette County Sheriff

Board of County Commissioners
For the County of Sublette

Andy Nelson
Chairman

ATTEST:

Mary Lankford
Sublette County Clerk

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

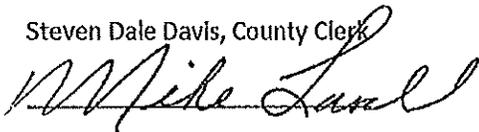
Don Van Matre, Member

Reid O. West, Member

Randy Wendling, Member

ATTEST:

Steven Dale Davis, County Clerk



Mike Lowell, Sheriff

Dated this 4th of August, 2015

SWEETWATER C.O.U.N.T.Y

Mike Lowell- Sheriff

Administrative/ Operations Section Captain
Rick Hawkins

Detention Section Captain
Brett Stokes

Memorandum of Understanding

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

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

SPECIFIC PROVISIONS

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding this ____ day
of _____, 20__.

Requesting Party

Jim Whalen
Teton County Sheriff

Board of County Commissioners
For the County of Teton

Barbara Allen
Vice Chairwoman

ATTEST:

Sherry Daigle
Teton County Clerk

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

Randy Wendling, Member

ATTEST:

Steven Dale Davis, County Clerk

Mike Lowell, Sheriff

Dated this 4th of August, 2015

SWEETWATER

C•O•U•N•T•Y

Mike Lowell- Sheriff

Administrative/ Operations Section Captain
Rick Hawkins

Detention Section Captain
Brett Stokes

Memorandum of Understanding

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- a. Prior to transporting any juvenile to the Sweetwater County Detention Center, the Requesting Party shall contact Sweetwater County's designee from the Sweetwater County Sheriff's Department to determine if the Sheriff will accept the juvenile into the Sweetwater County Detention Center. The request shall contain the information required in Paragraph 2.c. A separate request shall be provided for each juvenile. Upon Requesting Party's compliance with Paragraph 2.c, the Sheriff or a designated Deputy shall promptly respond to the request by advising the Requesting Party whether the juvenile will be accepted into the Sweetwater County Detention Center.

- b. The Sheriff has exclusive discretion in determining whether a juvenile from a Requesting Party may be accepted into the Sweetwater County Detention Center. The factors to be applied, though not exclusive, are:
 - i. Whether there is or will be sufficient space available in the Sweetwater County Detention Center to accept the juvenile from the Requesting Party. The Sweetwater County Sheriff may refuse to accept juveniles from the Requesting Party if, in his opinion, the Sweetwater County Detention Center does not or will not have sufficient space.
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No waiver of any immunity or limitation of liability afforded by the Wyoming Government Claims Act is intended by the parties, and Sweetwater County specifically retains all such immunities and limitations of liability.

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

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

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding this ____ day
of _____, 20__.

Requesting Party

Jerry Colson
Carbon County Sheriff

Board of County Commissioners
For the County of Carbon

John Espy
Chairman

ATTEST:

Gwynn Bartlette
Carbon County Clerk

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

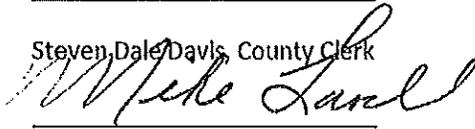
Don Van Matre, Member

Reid O. West, Member

Randy Wendling, Member

ATTEST:

Steven Dale Davis, County Clerk



Mike Lowell, Sheriff.....

Dated this 4th of August, 2015

SWEETWATER

C.O.U.N.T.Y

Mike Lowell- Sheriff

Administrative/ Operations Section Captain
Rick Hawkins

Detention Section Captain
Brett Stokes

Memorandum of Understanding

Parties:

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

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

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

- a. Prior to transporting any juvenile to the Sweetwater County Detention Center, the Requesting Party shall contact Sweetwater County's designee from the Sweetwater County Sheriff's Department to determine if the Sheriff will accept the juvenile into the Sweetwater County Detention Center. The request shall contain the information required in Paragraph 2.c. A separate request shall be provided for each juvenile. Upon Requesting Party's compliance with Paragraph 2.c, the Sheriff or a designated Deputy shall promptly respond to the request by advising the Requesting Party whether the juvenile will be accepted into the Sweetwater County Detention Center.

b. The Sheriff has exclusive discretion in determining whether a juvenile from a Requesting Party may be accepted into the Sweetwater County Detention Center. The factors to be applied, though not exclusive, are:

- i. Whether there is or will be sufficient space available in the Sweetwater County Detention Center to accept the juvenile from the Requesting Party. The Sweetwater County Sheriff may refuse to accept juveniles from the Requesting Party if, in his opinion, the Sweetwater County Detention Center does not or will not have sufficient space.
- ii. The Sweetwater County Sheriff may refuse to accept juveniles who suffer from serious health conditions which could create an unreasonable burden on the administration of the Sweetwater County Detention Center.

c. The requesting Party shall provide the following information for each juvenile:

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

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- c. The Sheriff shall afford to all juveniles incarcerated pursuant to this Memorandum the same counseling and educational benefits that are presently provided to the juveniles who are incarcerated in the Sweetwater County Detention Center by an order of a court in Sweetwater County, or due to the arrest and detention by a Sweetwater County Law enforcement agency. If the juvenile from the Requesting Party requires additional counseling or educational services, those services shall be made available to the juvenile.
- d. The Sheriff shall provide to the Requesting Party, upon request, the Sweetwater County Detention Center's operational records that are specific to the juvenile or juveniles of the Requesting Party.
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 - i. The Sheriff shall provide the Requesting party a detailed accounting of all medical expenses to the Requesting Party's juveniles who receive medical care.
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Payments shall be made as follows: Upon receipt of an invoice from Sweetwater County or the Sweetwater County Sheriff specifying that the Sweetwater County Sheriff has complied with this agreement by performing the services described herein, The County Sheriff's Office of the Requesting Party shall promptly remit payment to Sweetwater County.

6. Confidentiality

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

General Provision:

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding this ____ day
of _____, 20__.

Requesting Party

Doug Matthews
Uinta County Sheriff

Board of County Commissioners
For the County of Uinta

Craig Welling
Chairman

ATTEST:

Lana L. Wilcox
Uinta County Clerk

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

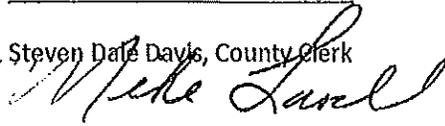
Don Van Matre, Member

Reid O. West, Member

Randy Wendling, Member

ATTEST:

Steven Dale Davis, County Clerk



Mike Lowell, Sheriff

Dated this 4th of August, 2015

SWEETWATER

C•O•U•N•T•Y

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Administrative/ Operations Section Captain
Rick Hawkins

Detention Section Captain
Brett Stokes

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Requesting Party

Jack (Skip) Hornecker
Fremont County Sheriff

Board of County Commissioners
For the County of Fremont

Douglas L. Thompson
Chairman

ATTEST:

Julie Freese
Fremont County Clerk

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

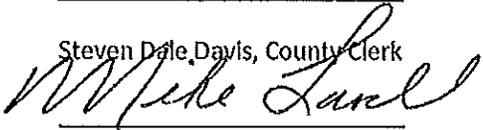
Don Van Matre, Member

Reid O. West, Member

Randy Wendling, Member

ATTEST:

Steven Dale Davis, County Clerk



Mike Lowell, Sheriff

Dated this 4th of August, 2015

SWEETWATER

C.O.U.N.T.Y

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of _____, 20 ____.

Requesting Party

Shane Johnson
Lincoln County Sheriff

Board of County Commissioners
For the County of Lincoln

Jerry Harmon
Chairman

ATTEST:

Jeanne Wagner
Lincoln County Clerk

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

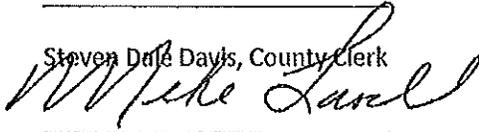
Don Van Matre, Member

Reid O. West, Member

Randy Wendling, Member

ATTEST:

Steven Dale Davis, County Clerk



Mike Lowell, Sheriff

Dated this 4th of August, 2015

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: 8/4/2015	Name & Title of Presenter: Mike Lowell, Sheriff Garry McLean, HR Director
Department or Organization: Sheriff's Office Human Resources	Contact Phone & E-mail: 922-5301 872-3913
Exact Wording for Agenda: Request to staff position in Sheriff's office	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 10 min.
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information:	

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

Sweetwater County
Request to Restaff Vacant Position

Board Meeting Date: 8/4/2015

Department: Sheriff Department

Position: Captain

Request to staff vacant Captain position in the Sheriff's Office. Position was
Department Request: approved in FY 16 budget.

Anticipated Re-staff Date 8/5/2015

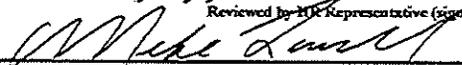
Board Action	
Approved _____	Date: <u>8/4/2015</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff immediately _____	Delay restaffing until (month) _____

Position	Hire Date	Salary	Retirement	Health Insurance	Payroll Taxes	Total benefits	Total ANNUAL cost of employment (salary + benefits)
Actual cost due to Lateral entry (grade 25, step 6)		\$ 86,571.48	\$ 14,890.29	\$ 20,070.74	\$ 7,886.66	\$ 42,847.70	\$ 129,419.18
Vacant Wamsutter Deputy eliminated from FY 15 - 16		\$ 59,732.00	\$ 10,273.90	19631	5454	\$ 35,358.90	\$ 95,090.90
Net Increase to FY Budget (the increase has already been approved in FY 16 budget) - see attached		\$ 26,839.48	\$ 4,616.39	\$ 439.74	\$ 2,432.66	\$ 7,488.80	\$ 34,328.28

NOTES



Reviewed by IIC Representative (signature)



Reviewed by Department Head/ Elected Official (signature)

Commission Chair (signature)

7/28/15

Date:

7/29/15

Date:

Date: