

NOTICE

**THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS
WILL MEET ON TUESDAY, October 6, 2015 AT 8:30 A.M.**

**IN THE COMMISSIONERS' CHAMBERS
(TENTATIVE AND SUBJECT TO CHANGE)**

PLEASE ARRIVE 15 MINUTES EARLIER THAN YOUR SCHEDULED TIME

PRELIMINARY

8:30 CALL TO ORDER
QUORUM PRESENT
PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA
APPROVAL OF MINUTES: September 15, 2015

ACCEPTANCE OF BILLS

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

COMMISSIONER COMMENTS/REPORTS

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

COUNTY RESIDENT CONCERNS

9:30

ACTION/PRESENTATION ITEMS

9:40 Summary of 2015 AML Projects and Anticipated 2016
AML Projects

10:10 Introduction of New Child Development Center
Director

10:20 Justice Center Update

- 10:40** Lending Closet Agreement
- 10:45** Adoption of Resolution 15-10-CC-01 Repealing Previously Adopted Rules of Procedure for Appeals Before the County Board of Equalization by Resolution 13-06-CC-01
- 10:50** Approval of Circuit Court Magistrate
- 10:55** Domestic Violence Awareness Proclamation
- 11:00** Airport Update
- 11:20** Support for Wyoming Business Council Planning Grant (Retail Gap Analysis Study)
- 11:25** An Agreement between Jack & Jeanie Weimer and the SWCO Commission to Establish the Terms and Conditions for Periodic use of the Weimer's Boat for Dive Training and Recovery Operations
- 11:30** Approval of the Fiscal Year 2015 Emergency Management Performance Grant Agreement & Subrecipient Point-of-Contact Form
- 11:35** Approval of the FY 2016 Community Services Block Grant (CSBG) Contract and Subcontracts
- 11:40** Approval of Memorandum of Understanding Agreements with WYDOT for Reclaimed Asphalt Pavement
- 11:45** Acceptance for Improvements to White Mountain Drive
- 11:50** Right of Way Certificate for High Risk Rural Road Program
- 11:55** WYDOT Abandonment of Small Parcel in Farson

LUNCH

ACTION/PRESENTATION ITEMS

- 1:30** Award of Bids for Road & Bridge Vocational Trucks and County Vehicle Bid Award

- 1:50** Request to Re-Staff Vacant Position in the Purchasing Department
- 1:55** Request to Re-Staff Vacant Positions in the Sheriff's Office
- 2:10** Request Approval for Payment of Flu Vaccination for Employees and Retirees of County and Component Units
- 2:15** Firehole Campground Update

OTHER

2:30

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)

**The draft packet will be available on the county website
on Friday afternoon (prior to the meeting)**

September 15, 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: 9-1-15

Commissioner West moved to approve the minutes after striking his comment about meeting with the McGee, Hearne, & Paiz auditors. Commissioner Wendling seconded the motion. The motion carried.

Acceptance of Bills

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

Commissioner Kolb moved to approve the monthly reports, bonds and the abates/rebates. Commissioner West seconded the motion. The motion carried. *Commissioner West moved to approve the county vouchers/warrants. Commissioner Van Matre seconded the motion.* The motion carried with Commissioner Kolb abstaining from the county vouchers/warrants due to having vouchers for Alpha Petroleum Service Inc.

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
66245-66285 & ADVICES	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,331,616.86
66286	CENTURYLINK	PHONE BILL	145.70
66287	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	5,598.30
66288	ROCKY MTN POWER	UTILITIES	11,148.19
66289	SWEETWATER CABLE TV	INMATE TV	173.71
66290	VERIZON WIRELESS	BROADBAND	1,339.67
66291	WELLS FARGO	SIRIUS/SUPPLIES/TRAINING/SHIPPING/TRAVEL/FUEL	7,584.90
66292	WYOMING RETIREMENT SYSTEM	RETIREMENT	209,175.89
66293	WYOMING RETIREMENT SYSTEM	RETIREMENT	75.00
66294	ONE TIME VENDOR	JUROR FEES/MILEAGE	47.25
66295	ONE TIME VENDOR	JUROR FEES/MILEAGE	47.25
66296	ONE TIME VENDOR	JUROR FEES	30.00
66297	ONE TIME VENDOR	JUROR FEES/MILEAGE	94.50
66298	ONE TIME VENDOR	JUROR FEES	60.00
66299	ONE TIME VENDOR	JUROR FEES	60.00
66300	ONE TIME VENDOR	JUROR FEES	60.00
66301	ONE TIME VENDOR	JUROR FEES	30.00
66302	ONE TIME VENDOR	JUROR FEES	60.00
66303	ONE TIME VENDOR	JUROR FEES	30.00
66304	ONE TIME VENDOR	JUROR FEES/MILEAGE	47.25
66305	ONE TIME VENDOR	JUROR FEES/MILEAGE	94.50
66306	ONE TIME VENDOR	JUROR FEES	30.00
66307	ONE TIME VENDOR	JUROR FEES	30.00
66308	ONE TIME VENDOR	JUROR FEES/MILEAGE	94.50
66309	ONE TIME VENDOR	JUROR FEES	60.00
66310	ONE TIME VENDOR	JUROR FEES/MILEAGE	94.50
66311	ONE TIME VENDOR	MILEAGE	17.25
66312	ONE TIME VENDOR	JUROR FEES	60.00
66313	ONE TIME VENDOR	JUROR FEES	30.00
66314	ONE TIME VENDOR	JUROR FEES	30.00
66315	ONE TIME VENDOR	JUROR FEES	60.00
66316	ONE TIME VENDOR	JUROR FEES	30.00
66317	ONE TIME VENDOR	JUROR FEES/MILEAGE	47.25
66318	ONE TIME VENDOR	JUROR FEES	60.00
66319	ONE TIME VENDOR	JUROR FEES	30.00
66320	BRIDGER VALLEY ELECTRIC ASSN	UTILITIES	142.40
66321	CENTURYLINK	PHONE BILL	5,933.52
66322	CITY OF GREEN RIVER	UTILITIES	2,942.45
66323	CITY OF ROCK SPRINGS	PERMIT	115.00
66324	DIRECTV	TV	16.99
66325	MAIL FINANCE INC	LEASES	3,785.76
66326	PURCHASE POWER	POSTAGE	432.00
66327	QUESTAR GAS	UTILITIES	497.59
66328	ROCKY MTN POWER	UTILITIES	8,612.09
66329	UNION TELEPHONE COMPANY INC	PHONE	43.08
66330	VERIZON WIRELESS	BROADBAND	227.53
66331	WYOMING DEPT OF WORKFORCE SVCS	WORKER'S COMPENSATION	17,355.83
66332	WYOMING WASTE SERVICES - ROCK	UTILITIES	1,489.47
66333	A. PLEASANT CONSTRUCTION INC	BUILDING	103,347.18
66334	AARON'S REPAIR LLC	REPAIRS	25.00
66335	ACE HARDWARE	SUPPLIES	216.90

66336	ALPHA PETROLEUM SERVICE INC	REPAIRS/INSPECTIONS	1,566.55
66337	CARD INTEGRATORS CORPORATION	FEE	185.00
66338	CASTILLON D.D.S. LLC, A. BRYCE	INMATE DENTAL/FEE	1,490.00
66339	CIGNA	PREMIUMS	14,747.03
66340	CJ SIGNS	SIGNS	160.00
66341	CLEARVIEW IMPROVEMENT & SERVICE DIST	SEWER IMPROVEMENTS	1,445.00
66342	COMMUNICATION TECHNOLOGIES INC	REPAIR	55.64
66343	COMPRESSOR-PUMP & SERVICE INC	LABOR/SUPPLIES	1,722.49
66344	DAVIS, STEVEN DALE	TRAVEL	389.77
66345	DELTA DENTAL	CLAIMS/FEES	34,931.50
66346	DESERT VIEW ANIMAL HOSPITAL	VACCINE	34.24
66347	DIEHL ROUSE, KIMMIE	MILEAGE	3.45
66348	DIVISION OF CRIMINAL INVESTIGATION	FINGERPRINT CARD	30.00
66349	EASTIN, VICKIE	TRAVEL	34.44
66350	ELECTRICAL SVC AND PRODUCT'S FLLC	REPAIR	3,399.50
66351	EMPLOYERS COUNCIL SERVICES INC	PRE-EMPLOYMENT	70.00
66352	F B MCFADDEN WHOLESALE COMPANY	INMATE FOOD	4,741.88
66353	FEDEX	SHIPPING	24.46
66354	FIRST CHOICE FORD	PARTS/REPAIR	2,494.43
66355	G & K SERVICES	SERVICES	280.69
66356	HARTON P C, STEVE	FEES	2,354.74
66357	HCC LIFE INSURANCE COMPANY	FEES	27,400.96
66358	HI-ROCKY SUPPLY INC	TANK	720.00
66359	HOMAX OIL SALES INC	FUEL	3,060.48
66360	IBARRA, JOSEFINA	MILEAGE	19.21
66361	IDENTISYS INC	SUPPLIES	401.06
66362	JENNY SERVICE CO	INMATE FOOD/SUPPLIES	657.50
66363	JOHN E REID & ASSOCIATES INC	TRAINING	8,500.00
66364	JOHNSON, WALLY J	MEALS/MILEAGE	809.36
66365	KEEFE SUPPLY COMPANY	INMATE FOOD	976.56
66366	LEWIS & LEWIS	CHIP SEALING	189,897.21
66367	LARAMIE CNTY CLERK OF DISTRICT COURT	FEES	10.00
66368	LARIAT INTERNATIONAL TRUCKS	STEP	245.33
66369	MATTHEW BENDER & CO INC	BOOKS	1,805.13
66370	MCKEE FOODS CORPORATION	INMATE FOOD	269.60
66371	MEADOW GOLD DAIRIES SLC	INMATE FOOD	1,370.56
66372	NATIONAL SHERIFFS ASSOCIATION	DUES	109.00
66373	NET TRANSCRIPTS INC	TRANSCRIPTION	137.31
66374	NICHOLAS & COMPANY	INMATE FOOD	855.48
66375	PETERBILT OF WYOMING	PARTS/REPAIRS	2,115.60
66376	LAW OFFICE OF BOBBY W PINEDA	FEES	2,180.00
66377	PUBLIC DEFENDER	RENT	2,500.00
66378	R S REFRIGERATION SUPPLY	SUPPLIES	21.57
66379	REILLY, CARLA S	RENT	600.00
66380	ROCK SPRINGS NEWSPAPERS INC	ADS	4,344.36
66381	ROCK SPRINGS NEWSPAPERS INC	ADS	546.77
66382	ROCK SPRINGS NEWSPAPERS INC	ADS	60.00
66383	ROCK SPRINGS WINNELSON CO	PARTS	8.88
66384	ROCKY MOUNTAIN SERVICE BUREAU INC	COMMISSION	4,172.71
66385	RON'S ACE RENTALS	PARTS	19.70
66386	SECRETARY OF STATE	FEE	30.00
66387	SODEXO INC & AFFILIATES	FOOD	677.05
66388	STERLING COMMUNICATIONS & ELECTRONICS	RENT	235.00
66389	SWEETWATER CO TREASURER	TAXES	104.54
66390	SWEETWATER COUNTY INSURANCE	CLAIMS/PREMIUMS	327,564.83
66391	TASC CLIENT SERVICES	FEES	1,207.72
66392	TEGELER & ASSOCIATES	BONDS	100.00
66393	THE MASTER'S TOUCH LLC	POSTAGE	1,673.26
66394	U S FOODS INC	INMATE FOOD	3,624.58
66395	UMR INC	FEES	12,211.70
66396	UNITED SITE SERVICES	RESTROOM	192.00
66397	VAN MATRE, DON	MEAL/MILEAGE	453.70
66398	VISION SERVICE PLAN	PREMIUMS/SUBSIDIES	4,905.38
66399	WACO	REGISTRATION/CLASS	195.00
66400	WATCH SYSTEMS LLC	NOTIFICATION	35.00
66401	WEIMER, JACK	TRAINING	473.34
66402	WENDLING, RANDAL M	MILEAGE	626.75
66403	WEST SIDE WATER & SEWER DISTRICT	FEES	3,200.00
66404	WESTERN WYOMING COMMUNITY COLLEGE	LEASE	3,550.00
66405	WYOMING BEHAVIORIAL INSTITUTE	MEDICAL	3,425.00
66406	WYOMING LAW ENFORCEMENT ACADEMY	TRAINING	784.00
66407	WYOMING MACHINERY COMPANY	RENTALS	2,017.97
66408	WYOMING STATE FORESTRY DIVISION	PARTS	2,539.92
66409	WYOMING.COM	E-MAIL/WIRELESS	61.95
66410	YWCA OF SWEETWATER COUNTY	BUDGET ALLOCATION /GRANT EXPENSES	47,933.78

GRAND TOTAL: 2,455,172.88

The following bonds were placed on file:

Tim Sheehan

SWCO Recreation Board, Treasurer

\$10,000.00

The following abates/rebates were placed on file:

TAXPAYER	VALUATION	TAXPAYER	VALUATION
CABOT OIL & GAS CORP	-3,505	MERIT ENERGY CO	-793,083
BP AMERICA PROD CO	-6,227	MERIT ENERGY CO	-317,587
BP AMERICA PROD CO	-174,112	BP AMERICA PROD CO	-37,058
MARATHON OIL CO	-267,504	BP AMERICA PROD CO	-536,254
MARATHON OIL CO	-375,882	BP AMERICA PROD CO	-49,707
MERIT ENERGY CO	-13,242	BLACK DIAMOND MINERALS	-71,169
SAMSON RESOURCES CO	-4,628	PATCHETT TREVOR A & MINDY	-444
BP AMERICA PROD CO	-554,777	PATCHETT TREVOR A & MINDY	-422
BP AMERICA PROD CO	-458,543	BP AMERICA PROD CO	-661
BP AMERICA PROD CO	-2,602,718	BP AMERICA PROD CO	-203,512
BP AMERICA PROD CO	-11	BP AMERICA PROD CO	-17
BP AMERICA PROD CO	-336	KERR MCGEE OIL & GAS	-68
BP AMERICA PROD CO	-422,271	KERR MCGEE OIL & GAS	-53,925
TOC-ROCKY MTN INC	-66,295	KERR MCGEE OIL & GAS	-1
CONOCOPIHILLIPS CO	-11,277	KERR MCGEE OIL & GAS	-7
CONOCOPIHILLIPS CO	-6,827	KERR MCGEE OIL & GAS	-73
SWEPI LP	-3,947	RED DESERT RECLAMATION	-347,863
TOC-ROCKY MTN INC	-77,498	RED DESERT RECLAMATION	-919,645
TOC-ROCKY MTN INC	-365	RED DESERT RECLAMATION	-854,628
TOC-ROCKY MTN INC	-4,525	RED DESERT RECLAMATION	-916,412
BP AMERICA PROD CO	-1,741	DIRTY BOYS SERVICES	-4
CHEVRON USA	-12,652	ALIAS SMITH & JONES	-215
MERIT ENERGY CO	-1,354,954	ALIAS SMITH & JONES	-195
MERIT ENERGY CO	-501,474	ALIAS SMITH & JONES	-169
MERIT ENERGY CO	-1,021,305	ALIAS SMITH & JONES	-147
MERIT ENERGY CO	-352,016	ALIAS SMITH & JONES	-127
MERIT ENERGY CO	-112,961	CP MASTERS INC	-459
MERIT ENERGY CO	-461,804	CP MASTERS INC	-419
MERIT ENERGY CO	-1,711,904	CITY OF ROCK SPRINGS	-5,105
		POLAR BEAR WATER	
MERIT ENERGY CO	-725,604	TREATMENT	-254,814

FY 2016 Human Service Contracts

Accounting Manager Bonnie Phillips presented the FY 2016 Human Service Contracts to include the Food Bank of Sweetwater County (\$21,600.00) and the Youth Home, Inc. (\$201,000.00). Following discussion, Chairman Johnson entertained a motion to approve the Food Bank and the Youth Home agreements as presented. **Commissioner Van Matre so moved. Commissioner Wendling seconded the motion.** The motion carried.

Discussion ensued relative to the amount of funding budgeted for special districts. County Clerk Dale Davis explained that \$30,000.00 was budgeted for special districts. Commissioner West requested that Mr. Davis provide a detailed summary of what special districts have expended to present during the October 4, 2015 Board of County Commissioner meeting.

County/UW Salary Contribution Agreements for FY 2016

Accounting Manager Bonnie Phillips presented the County/UW Salary Contribution Agreements for FY 2016 in the amount of \$72,913.00 (Extension Educator 4-H \$21,696.00 and 4-H Clerical \$51,217.00). Following discussion, Chairman Johnson entertained a motion to approve the salary contributions as presented. **Commissioner Kolb moved to approve. Commissioner Wendling seconded the motion.** The motion carried.

Commissioner Comments/Reports

Commissioner West

Commissioner West reported that he attended the Rock Springs Chamber of Commerce Community Volunteers and Members Appreciation event. Commissioner West reported that he missed the hospital board meeting due to family emergencies. Commissioner West noted that he attended the 9-11 Flag Ceremony. Commissioner West explained that he met with hospital board members Dr. Grant Christensen and Dr. Tom Spicer. Commissioner West provided an update from Public Works Director John Radosevich. Lastly, Commissioner West explained that he visited with County Treasurer Robb Slaughter relative to hospital bonds.

Commissioner Kolb

Commissioner Kolb reported on his liaison meetings for the Ambulance Board and Planning & Zoning. Commissioner Kolb noted that he attended the 9-11 Flag Ceremony and the Boys & Girls Club Benefit Concert. Commissioner Kolb provided updates on the Events Complex Fair Board. Commissioner Kolb addressed his concerns regarding the accuracy of articles in the Rocket Miner. Commissioner Kolb noted that he spoke with County Treasurer Robb Slaughter, Land Use Director Eric Bingham, and County Clerk Dale Davis. Commissioner Kolb addressed options for the court facility upgrade proposing to look into partial bonding. The commission expressed their thoughts relative to exploring bonding options and

Chairman Johnson and Commissioner Van Matre reiterated that funding has already been committed from reserves. A majority of the commission would like to look in to this issue and revisit at a later date.

Commissioner Wendling

Commissioner Wendling reported on meetings that he attended including the Sweetwater County Conservation District as well as his liaison meetings for the Juvenile Detention Alternative Initiative Board, the Star Board and the Tripartite Board. Commissioner Wendling noted that he participated in the Rock Springs Rotary 9-11 Flag Ceremony. Commissioner Wendling noted that he spoke with County Treasurer Robb Slaughter regarding hospital bonds. Lastly, Commissioner Wendling explained that, with National Fire Prevention Week being October 4-10th, Sweetwater County Fire Warden Mike Bournazian will be scheduling an Open House on October 3, 2015. Commissioner Wendling questioned if the commission would be in favor of sponsoring the event. Following discussion, ***Commissioner Wendling offered a motion that the Commission sponsors the open house at the Sweetwater County Fire District Station on Saturday, October 3, 2015. Commissioner Kolb seconded the motion with the caveat of not exceeding \$1,000.00.*** The motion carried.

Chairman Johnson

Chairman Johnson reported on his meeting with the Federal Agencies. Chairman Johnson applauded the Green River Star article titled "Dead trees should be harvested". Chairman Johnson noted that he met with Rock Springs Mayor Demshar and Green River Mayor Rust. Chairman Johnson explained that he was asked to participate in an AML meeting relative to what is happening in Reliance. Chairman Johnson explained that he is scheduled to attend a CLG meeting on September 17, 2015. Chairman Johnson questioned the increase of eviction fees. Chairman Johnson read aloud the report from Facility Manager Chuck Radosevich.

Commissioner Van Matre

Commissioner Van Matre noted that he spoke with Facilities Manager Chuck Radosevich, County Treasurer Robb Slaughter, Land Use Specialist Mark Kot and County Assessor Pat Drinkle. Commissioner Van Matre reported on his liaison meetings for the Airport Board and the Museum Board. Commissioner Van Matre further reported that he attended the 9-11 Flag Ceremony.

County Resident Concerns

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

Break

Chairman Johnson called for a break.

Action/Presentation Items

Letter of Support for Carbon County's Mineral Royalty Grant Application

Grants Manager Krisena Marchal presented the letter of support for the Carbon County Mineral Royalty Grant Application. ***Commissioner West moved to approve, and authorize the Chairman to sign, the letter of support for Carbon County's Mineral Royalty Grant Application for the type 6 NFPA compliant brush truck. Commissioner Wendling seconded the motion.*** Following discussion, the motion carried.

Suicide Prevention Awareness Month Proclamation

Prevention Management Organization of Wyoming Community Prevention Professional Cassandra Crumpton presented the Suicide Prevention Awareness Month Proclamation. Following discussion, Commissioner West read the proclamation aloud. ***Commissioner West moved to approve. Commissioner Wendling seconded the motion.*** The motion carried.

PROCLAMATION FOR SUICIDE PREVENTION MONTH SEPTEMBER, 2015

WHEREAS, in the United States, one person dies by suicide every 12.8 minutes, with 41,149 deaths by suicide in our country;

WHEREAS, in our country, suicide is the second leading cause of death for 15-24 year olds, and is the 10th leading cause of death for people of all ages;

WHEREAS, each person's death by suicide intimately affects at least six other people, with more than 200,000 newly bereaved each year;

WHEREAS, in 2014, 120 Wyoming residents died by suicide, and several thousand friends and family members were changed forever by losing those people;

WHEREAS, the Wyoming Department of Health, along with the Prevention Management Organization of Wyoming, urges that all Sweetwater residents:

1. Recognize suicide as a significant public health problem in Wyoming and declare suicide prevention a statewide priority;
2. Support the development of accessible behavioral health services for all, implementing national best practices in reducing suicide risk for people of all ages and backgrounds;

3. Acknowledge that no single suicide prevention effort will be sufficient or appropriate for all populations or communities and;
4. Encourage initiatives based on the goals and activities contained in the 2014-2016 Wyoming State Suicide Prevention Plan, which calls for a goal of training 10 percent of Wyoming's adults in suicide prevention within five years.

WHEREAS, far too many Wyoming residents die by suicide each year, and most of these deaths are preventable;

THEREFORE IT BE RESOLVED that the Sweetwater County Board of County Commissioners, do hereby designate September, 2015, as "Suicide Prevention Awareness Month" in Sweetwater County and urge not only Sweetwater County residents, but all Wyoming citizens to learn how they can help - because Suicide Prevention Is Everyone's Business.

Signed this 15th day of September, 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

Approval of the Sweetwater County Operations Plan

Sweetwater County Emergency Management Coordinator Judy Roderick presented the Sweetwater County Emergency Operations Plan. Following discussion, Chairman Johnson entertained a motion to approve the Emergency Operations Plan for Sweetwater County, Green River, Rock Springs, Granger, Superior, Wamsutter, and Bairoil, Wyoming. *Commissioner Wendling so moved. Commissioner Kolb seconded the motion.* The motion carried.

Notice of Intent to Adopt the 2015 Zoning Resolution- Public Hearing

Land Use Director Eric Bingham presented the Notice of Intent to Adopt the 2015 Zoning Resolution. Following discussion, *Commissioner Kolb moved to approve the notice of intent and the repeal of the 2014 zoning resolution and the adoption of the 2015 zoning resolution. Commissioner Van Matre seconded the motion.* The motion carried.

Executive Session(s)-Personnel/Legal

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

After coming out of executive session, *Commissioner Kolb moved to have the county attorney draft a letter to Jennifer Shields, City Planner of the City of Rock Springs-- 212 D Street, Rock Springs, WY 82901--referencing Site Plan Application PZ-15-00022 and the Conditional Use Permit PZ-15-00061 Memorial Hospital of Sweetwater County Proposed Ambulatory Surgery Center – Rescission of Owner's Consent. This letter is to advise the City Planner of Rock Springs that the Board of County Commissioners of Sweetwater County, as owner of the property, hereby rescind its consent for the project referenced above/stated before, which was previously given by Site Plan Application on January 20, 2015 and the Conditional Use Permit on March 13, 2015. Commissioner Wendling seconded the motion.* The motion carried.

Lunch

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

Planning & Zoning- Public Hearing

LR Computer Services/Lance Laughter- Conditional Use Permit-Communications Tower-Gookin Road Site

Land Use Director Eric Bingham presented the Planning & Zoning report and Resolution 15-09-ZO-01. LR Computer Services representative Lance Laughter was present. Following discussion, Chairman Johnson entertained a motion to approve Resolution 15-09-ZO-01. *Commissioner West so moved. Commissioner Wendling seconded the motion.* The motion carried after Chairman Johnson opened the public hearing. Hearing no comments, the public hearing was closed.

RESOLUTION 15-09-ZO-01
LR COMPUTER SERVICES CONDITIONAL USE PERMIT
COMMUNICATIONS TOWER – GOOKIN SITE

WHEREAS, LR Computer Services is requesting a Conditional Use Permit for a Communications Tower in accordance with Section 7 of the 2014 Zoning Resolution. This Conditional Use Permit is for property owned by Rock Springs Grazing Association which is legally described as:

Lease Parcel - Gookin Road Tower Communication Site
That the foregoing Lease Parcel of land is located in the SE1/4 of SE1/4 of Section 25, T.19N.,R.106W., 6th Principal Meridian, Sweetwater County, Wyoming and is more particularly described as follows;
Commencing at the South Quarter Corner of said Section 25, said point Monumented with a USGLO 3-1/4" Brass Cap on an iron pipe;
Thence N 80° 58' 50" E, 2497.85 feet (TIE) to the Southwest corner of said Lease Parcel and the TRUE POINT OF BEGINNING;
Thence N 00° 00' 00" W, 50.00 feet;
Thence S 90° 00' 00" E, 50.00 feet;
Thence S 00° 00' 00" W, 50.00 feet;
Thence S 90° 00' 00" W, 50.00 feet to the TRUE POINT OF BEGINNING;
and contains a total area of 0.0574 acres.
The basis of bearing for this survey is the North Line of the NE1/4 of said Section 25,(S 89° 23' 39" E) - Measured / (S 89° 45' E) - Record

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on September 15, 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 Conditional Use Permit for a Communications Tower in accordance with Section 7 of the 2014 Zoning Resolution.

Dated this 15th day of September, 2015.

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

LR Computer Services - Lance Laughter - Conditional Use Permit, Communications Tower-Green River Site

Land Use Director Eric Bingham presented the Planning & Zoning Report and Resolution 15-09-ZO-02. LR Computer Services representative Lance Laughter was present. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the public hearing was closed. **Commissioner Kolb moved to approve Resolution 15-09-ZO-02. Commissioner Van Matre seconded the motion.** The motion carried.

RESOLUTION 15-09-ZO-02
LR COMPUTER SERVICES CONDITIONAL USE PERMIT
COMMUNICATION TOWER – GREEN RIVER SITE

WHEREAS, LR Computer Services is requesting a Conditional Use Permit for a Communication Tower in accordance with Section 7 of the 2014 Zoning Resolution. This Conditional Use Permit is for property owned by Green River Livestock Company which is legally described as:

Lease Parcel – Green River Tower Communication Site
That the foregoing Lease Parcel of land is located in the SW1/4 of SW1/4 of Section 13, T.18N.,R.107W., 6th Principal Meridian, Sweetwater County, Wyoming and is more particularly described as follows;
Commencing at the Southwest Corner of said Section 13, said point Monumented with a USGLO 3" Brass Cap on an iron pipe;

Thence N 84° 10' 30" E, 1022.95 feet (TIE) to the Southwest corner of said Lease Parcel and the TRUE POINT OF BEGINNING;
Thence N 00° 00' 00" W, 50.00 feet;
Thence S 90° 00' 00" E, 50.00 feet;
Thence S 00° 00' 00" W, 50.00 feet;
Thence S 90° 00' 00" W, 50.00 feet to the TRUE POINT OF BEGINNING;
and contains a total area of 0.0574 acres.
The basis of bearing for this survey is the South Line of the SW1/4 of said Section 13,(S 89° 44' 50" E) - Measured / (S 89° 51' E) - Record

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on September 15, 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 Conditional Use Permit for a Communications Tower in accordance with Section 7 of the 2014 Zoning Resolution.

Dated this 15th day of September, 2015.

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

Colleen Gunderman- Colleen's Kennels- Conditional Use Permit- Kennels and Pet Boarding

Land Use Director Eric Bingham presented the Planning & Zoning Report and Resolution 15-09-ZO-03. Owner Colleen Gunderman was present. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the public hearing was closed. *Commissioner West moved to approve Resolution 15-09-ZO-03. Commissioner Wendling seconded the motion.* The motion carried.

RESOLUTION 15-09-ZO-03

**COLLEEN GUNDERMAN / COLLEEN'S KENNELS CONDITIONAL USE PERMIT
KENNELS AND PET BOARDING**

WHEREAS, Colleen Gunderman / Colleen's Kennels is requesting a Conditional Use Permit for a Kennel and Pet Boarding Facility in accordance with Section 7 of the 2014 Zoning Resolution. This Conditional Use Permit is for property owned by William and Colleen Gunderman which is described as:

0.99 acres located in the Southwest Quarter of the Southwest Quarter of Section 4, Township 19 North, Range 105 West of the Sixth Principal Meridian, Sweetwater County, and commonly known as 590 Hoskins Lane, Rock Springs, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on September 15, 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 Conditional Use Permit for a Kennel and Pet Boarding Facility in accordance with Section 7 of the 2014 Zoning Resolution and the following conditions:

1. The Conditional Use Permit for Kennels and Pet Boarding is personal to the applicant, Colleen Gunderman, and does not run with the land.
2. The Conditional Use Permit for Kennels and Pet Boarding, operated by Colleen Gunderman, is approved for a period of ten years from the date of Board of County Commissioner approval.

Dated this 15th day of September, 2015.

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

Troy Moss- Variances- Setback Requirements- Front and Side Encroachment

Land Use Director Eric Bingham presented the Planning & Zoning Report and Resolution 15-09-ZO-04. Land Owner Troy Moss was present. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the public hearing was closed. **Commissioner Kolb moved to approve Resolution 15-09-ZO-04. Commissioner Van Matre seconded the motion.** The motion carried.

**RESOLUTION 15-09-ZO-04
TROY MOSS VARIANCE – SETBACK REQUIREMENTS
FRONT AND SIDE SETBACK ENCROACHMENTS**

WHEREAS, Troy Moss is requesting two variances from the setback requirements of the R-2 (Mixed Residential) zoning district. These variances are for a 14 foot encroachment into the front setback requirement of 20 feet and an 8 foot encroachment into the side setback requirement of 10 feet in accordance with Section 4 of the 2014 Zoning Resolution. These variances are for a parcel of land owned by Troy Moss which is legally described as:

Rio Vista Subdivision, 2nd Section, Block 2, Lots 4 and 5, Sweetwater County, Wyoming and is commonly known as 4040 Rio Verde Drive, Green River, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on September 15, 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 following Variances from the front and side setback requirements of the R-2 (Mixed Residential) zoning district in accordance with Section 4 of the 2014 Zoning Resolution to allow the following encroachments and place the following conditions:

1. An encroachment of 14 feet into the front setback requirement of 20 feet allowing a 6 foot front setback from Rio Verde Drive.
2. An encroachment of 8 feet into the side setback requirements of 10 feet allowing a 2 foot side setback from May Avenue.
3. Lots 4 & 5 of Block 2 of Rio Vista 2nd subdivision are treated as one lot for building purposes. Conveyance of the lots separately by the owner will require the removal of the home and addition.
4. After excavation is complete for the new addition and garage, an open hole inspection is completed by Environmental Health to evaluate if there is a leach field present. If the leach field is present, the owner shall relocate the leach field to a place approved by Environmental Health through a modification permit.

Dated this 15th day of September, 2015.

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

Misty Bomba- Mountain High Estates Subdivision Variance- Public Sewer Requirements

Land Use Director Eric Bingham presented the Planning & Zoning Report and Resolution 15-09-ZO-05. William H. Smith & Associates Staff Engineer Andy Hooten, Owner Misty Bomba and resident Jim High were present. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the public hearing was closed. *Commissioner Kolb moved to approve Resolution 15-09-ZO-05. Commissioner Wendling seconded the motion.* The motion carried.

**RESOLUTION 15-09-ZO-05
MISTY BOMBA / MOUNTAIN HIGH ESTATES
VARIANCE FROM SUBDIVISION REGULATIONS
SECTION 7.11 – PUBLIC SEWER REQUIREMENTS**

WHEREAS, Misty Bomba has requested a Variance from Section 7.11 and in accordance with Section 4 of the Sweetwater County Subdivision Regulations regarding public sewer requirements. This application is to be located on a parcel of land owned by Misty D. Bomba and described as:

All of the Southwest Quarter of the Southeast Quarter of Section 33, Resurvey Township 20 North, Range 105 West of the Sixth Principal Meridian, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on September 15, 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 applicant’s request for a Variance from Section 7.11 of the Sweetwater County Subdivision Regulations regarding public sewer requirements be APPROVED.

Dated this 15th day of September, 2015.

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

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	9/18/2015	49,123.65	
EAL	9/25/2015	13,313.80	
EAL	10/2/2015	20,735.27	
EAL	10/6/2015	889,106.52	
EAL			

Payroll Run	4,011.27	Payroll:	Check #	Advice #
Payroll Run	1,373,637.13		66430	15314
Payroll Run				15315-15567

TOTAL AMOUNT \$2,349,927.64

Vouchers in the above amount are hereby approved and ordered paid this date of 10/06/2015

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

10-06-15

1. **Clerk of District Court**
2. **Sheriff**

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:

AUGUST, 2015

Reported to the Board of County Commissioners of said County.

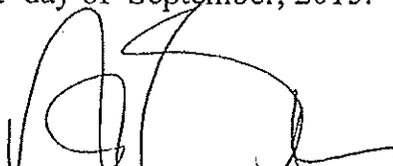
<u>CIVIL FEES</u>	\$	6,398.50
Code: DC		
<u>BOND FORFIETED</u>	\$	0.00
Code: FO		
<u>CRIMINAL FINES/COSTS</u>	\$	250.00
Code: CF		
TOTAL EARNINGS	\$	6,648.50

Clerk of District Court Check # 9522

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 1st day of September, 2015.


Donna Lee Bobak, Clerk of District Court



MONTHLY STATEMENT

Statement of the Earnings or Collections of Mike Lowell
 as Sheriff within and for the County of Sweetwater
 State of Wyoming, for the month ending August 31, 2015, and reported to the
 Board of County Commissioners of said County.

COUNTY CLERK,	Recording Fees, Marriage Licenses, Chattel Mortgages, Motor Certificates of Title, Sale of County Property, Miscellaneous Receipts, Total Receipts,		
CLERK, DISTRICT COURT,	Civil Fees, Probate Fees, Criminal fines and Costs, Miscellaneous Fees, Total Earnings,		
SHERIFF,		3966.16	
ASSESSOR,			
.....			
.....			
.....			

STATE OF WYOMING)
)ss.
 County of Sweetwater)

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

WITNESS my hand and seal this 31 day of August, 2015

Mike Lowell, County Sheriff
Mike Lowell

Authorization for Abate/Rebate of Ad Valorem Taxes

October 6, 2015

NOVC	TAXPAYER	ACCOUNT	TAX DIST	VALUATION	TAX YEAR	ADJUSTMENTS	REASON	A/R NUMBER
	DAVIS DORIS J	104778	103	-42	2014	-3.15	HAULED TO DUMP	10115
	DAVIS DORIS J	104778	103	-43	2015	-3.24	HAULED TO DUMP	10215
2015-0700	BP AMERICA PRODUCTION CO	62883	200	-2,000	2013	-133.78	DOR	10315
2015-0757	CHEVRON USA INC	62892	100	-3,529	2013	-225.13	DOR	10415
2015-0755	TOC ROCKY MOUNTAIN INC	151944	200	-156	2014	-10.50	DOR	10515
2015-0747	BREITBURN OPERATING LP	149577	100	-118,579	2013	-7,564.63	DOR	10615
2015-0747	BREITBURN OPERATING LP	149578	102	-1,549,589	2013	-108,716.07	DOR	10715
2015-0747	BREITBURN OPERATING LP	149579	200	-378,195	2013	-25,298.22	DOR	10815
2015-0777	SAMSON RESOURCES CO	51989	100	-5,371	2013	-342.64	DOR	10915
	JENNIFERS TAVACI PERFORMING ARTS	101468	151	-67	2015	-4.84	OUT OF BUSINESS	101115
	MEANS RACHEL	151266	151	-423	2014	-30.72	DUPLICATE 104175	101215
	MEANS RACHEL	151266	151	-402	2015	-29.07	DUPLICATE 104175	101315
	STORY SUSY	152519	151	-3,890	2015	-281.26	created in wrong year	101415
	NOVOTNY DANIEL E	126706	151	-3,132	2015	-226.45	change statis to building	101515
	COMMUNITY HOME OXYGEN	100930	151	-29,108	2015	-2,104.60	REFER TO 152182 DOUBLE ASSESSED	101615
	BOYS & GIRLS CLUB OF SWEETATER COUNTY INC	136085	251	-20,093	2015	-1,505.43	EXEMPT	101715

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: October 6, 2015	Name & Title of Presenter: Douglas Beahm, BRS, Inc. Jeff Meena, WDEQ AML
Department or Organization: BRS, Inc. & WDEQ Abandoned Mine Land Division	Contact Phone & E-mail: 307-908-0937 & 307
Exact Wording for Agenda: Summary of 2015 AML projects and anticipated 2016 AML projects.	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 9:30 am/30 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

Requested Meeting Date: 10-06-15	Name & Title of Presenter: Lu Kasper, SCCDC Executive Director Brittany Wells-Gray, SCCDC Public Relations Manager
Department or Organization: Sweetwater County Child Development Center	Contact Phone & E-mail: 307-321-2562 wells@sweetwatercdwy.org
Exact Wording for Agenda: Introduction of New Child Development Center Director	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Around 10am 5-10 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: No
Additional Information:	

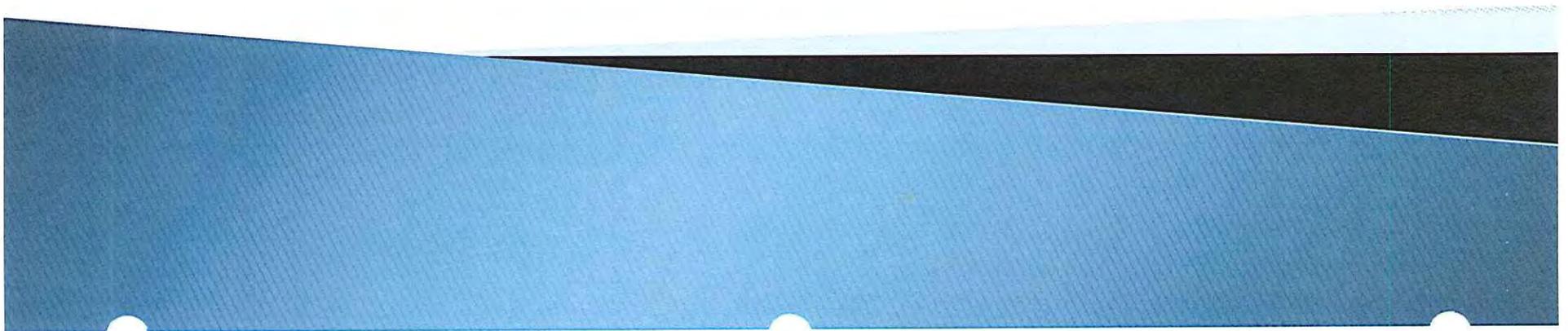
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CDC Update

October 2015

A quick overview of changes, improvements
and plans



Community Outreach



- ▶ Increased # of students screened and established better relationships with area preschools
- ▶ Fire Safety Promotion
- ▶ Integrated Coordinating Council (ICC)
- ▶ Wyo Kids First: Community-Wide Kindergarten Readiness Checklist



Corrective Action Plan Projected to be Completed in January



- ▶ Increased enrollment in both centers
- ▶ Increased Bilingual Services
- ▶ Goal of 50/50 split (Preschoolers and Preschoolers with special needs)
- ▶ Increased the amount of screenings due to Public Relations efforts



Public Relations Efforts



- ▶ Family Friday Grant
- ▶ Tronox Ads
- ▶ United Way partnerships
- ▶ Radio promotions and Newspaper features
- ▶ Chamber of Commerce opportunities
- ▶ New website and increased social media reach



SCCDC Programs



- ▶ Preschooler and Preschool Plus programs
- ▶ Sign Language mini lessons and other workshops for parents
- ▶ Love and Logic parenting classes with free childcare
- ▶ Kindermusik
- ▶ Toddler Groups



Finances



- ▶ Balanced finances by decreasing in administration costs to retain the quality of programs and services
- ▶ Seeking more opportunities to diversify funding
- ▶ Transportation adjustments
- ▶ Decreased costs for professional development by utilizing local opportunities and grant funding through Wyoming Quality Counts and Wyoming Workforce Training Fund

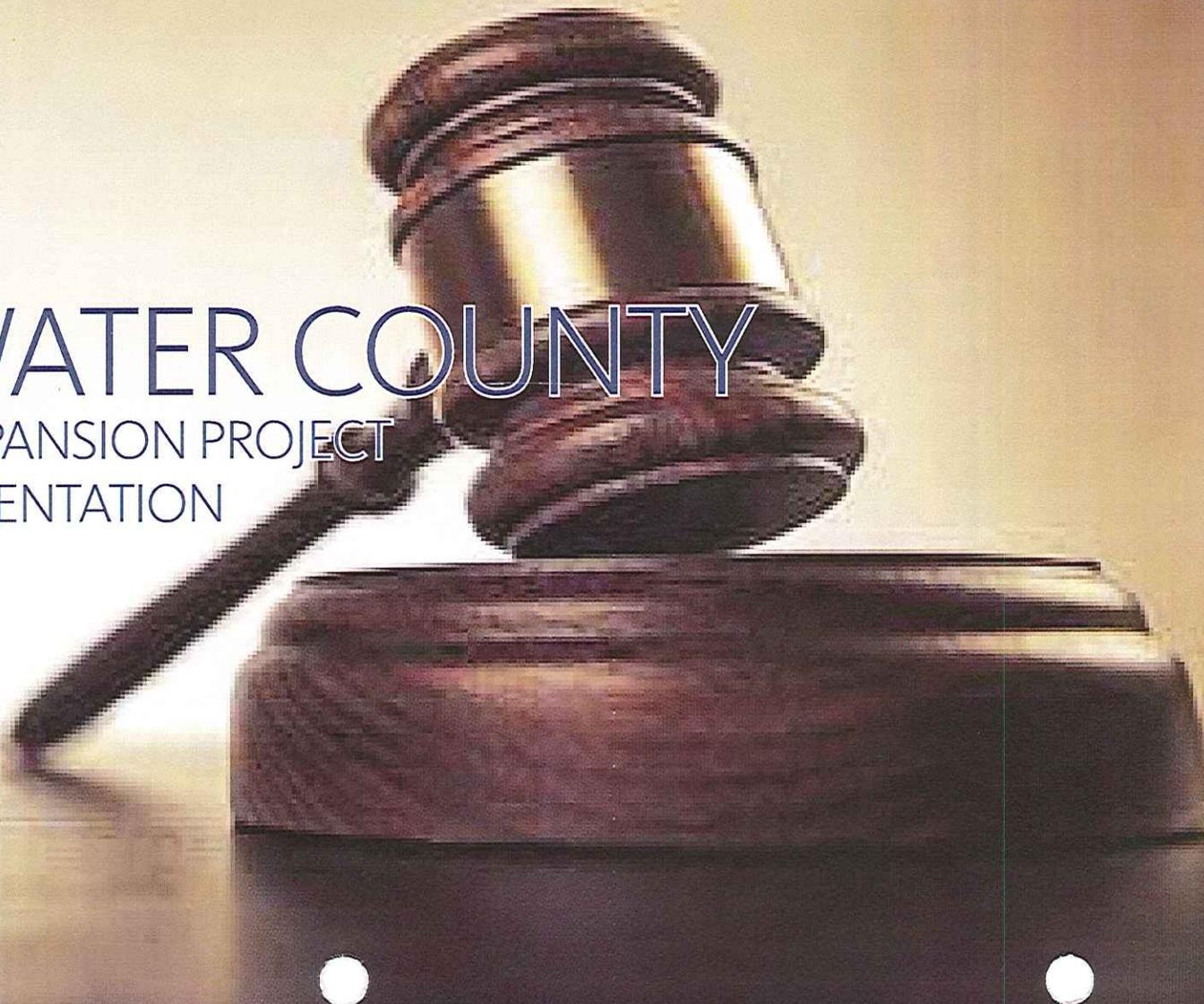
Thank you for the opportunity to operate under the direction of SCCDC management and for the continued support.



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: October 6, 2015	Name & Title of Presenter: Tom Brennan, EDA Architects Chuck Radosevich, Facilities Manager
Department or Organization: EDA Architects & Facilities Department	Contact Phone & E-mail: 307-870-2306
Exact Wording for Agenda: Justice Center Update	Preference of Placement on Agenda & Amount of Time Requested for Presentation: After 10:00 a.m. 20 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: No
Additional Information:	

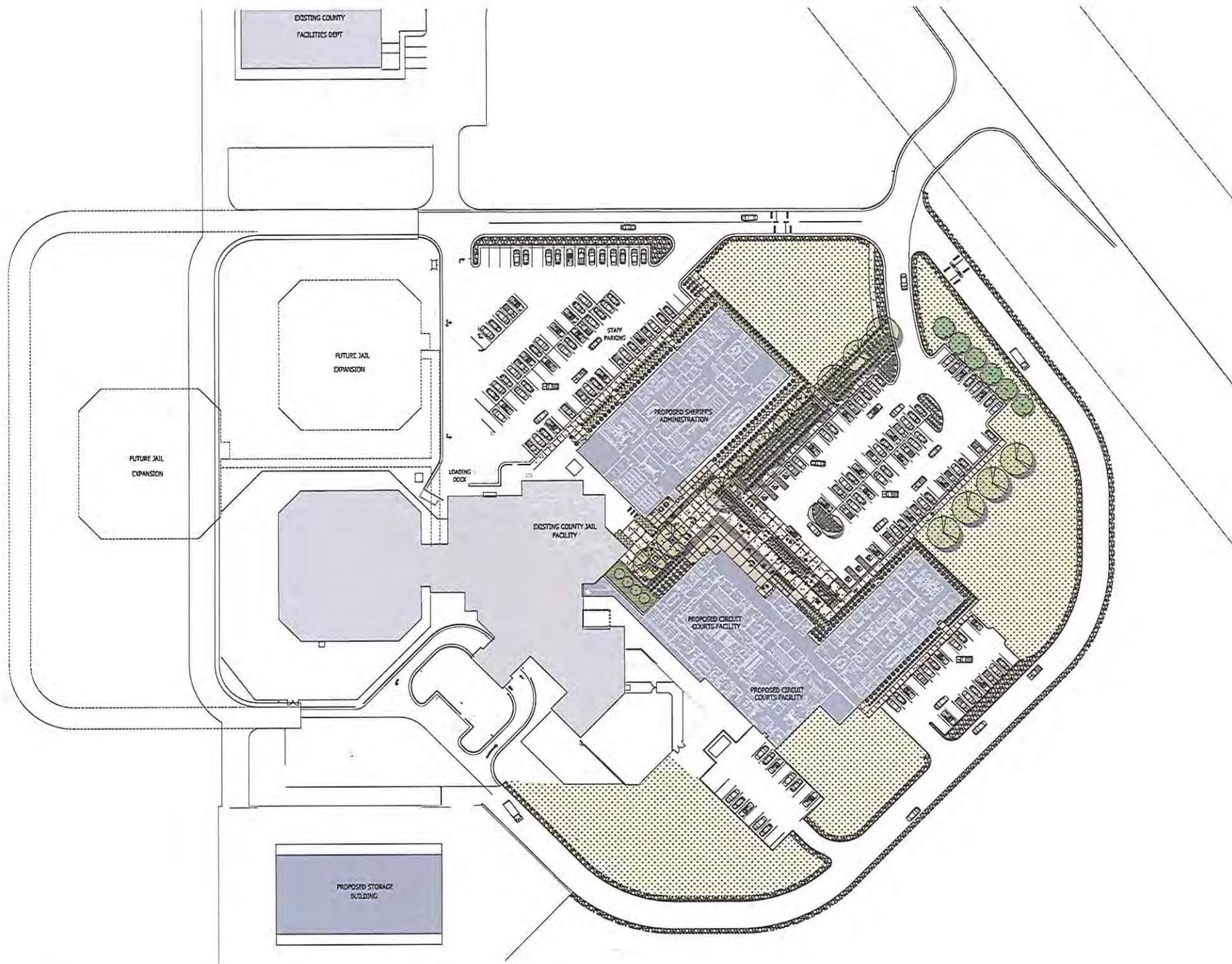
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- No handout will be received during a meeting in session.

A close-up photograph of a wooden gavel resting on its sound block. The gavel is positioned diagonally across the right side of the slide. The background is a warm, golden-brown gradient. The text is overlaid on the left side of the image.

SWEETWATER COUNTY

JUSTICE CENTER EXPANSION PROJECT
COMMISSION PRESENTATION

6 October 2015
EDA Architects, Inc.



EXISTING COUNTY
FACILITIES DEPT

FUTURE JAIL
EXPANSION

FUTURE JAIL
EXPANSION

LOADING
DOCK

STATE
PARKING

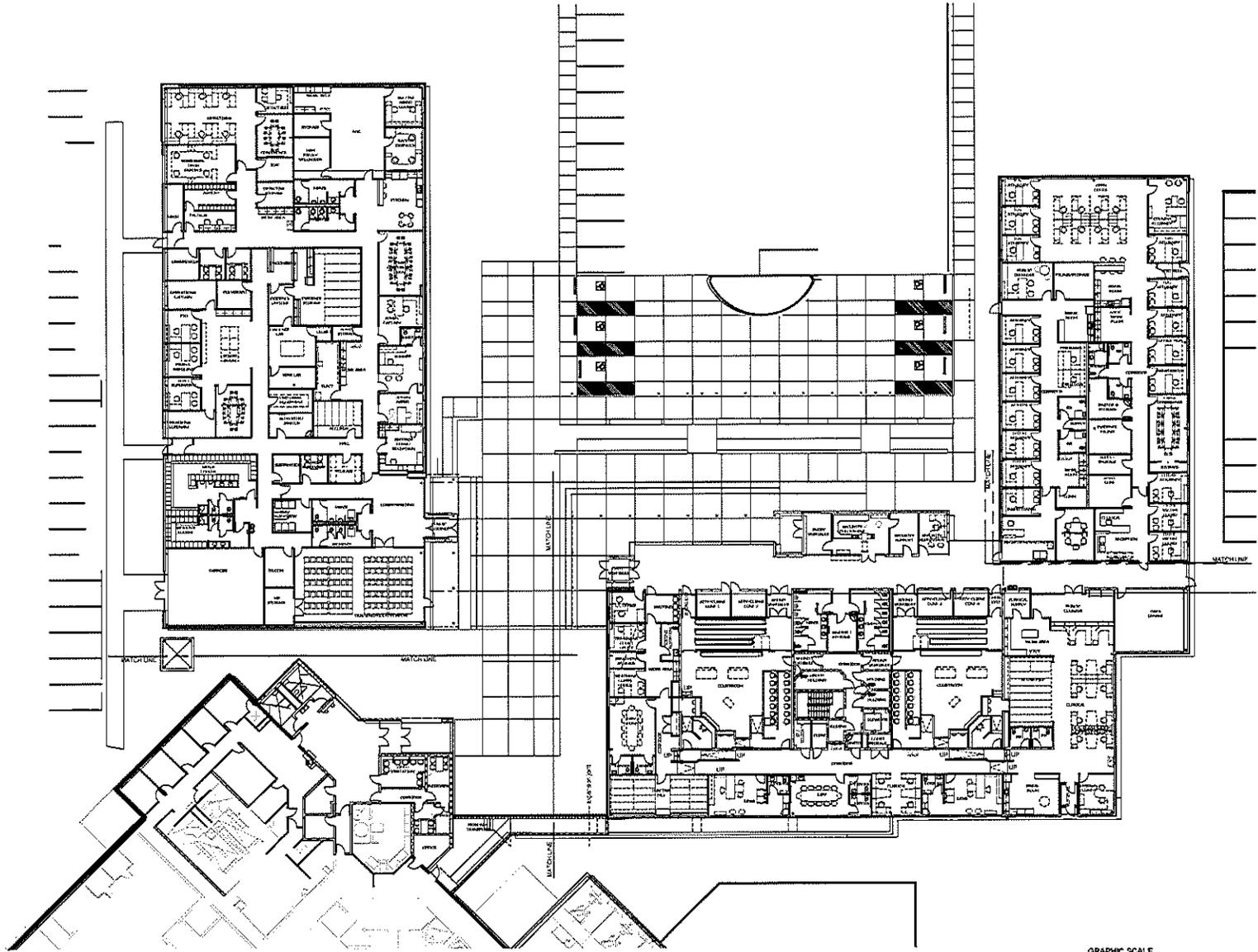
EXISTING COUNTY JAIL
FACILITY

PROPOSED SHERIFF'S
ADMINISTRATION

PROPOSED CIRCUIT
COURTS FACILITY

PROPOSED CIRCUIT
COURTS FACILITY

PROPOSED STORAGE
BUILDING





SWEETWATER COUNTY JUSTICE CENTER EXPANSION

6 OCTOBER 2015

eda

Sweetwater Justice Center Expansion
 50140 US Hwy 191 South, Rock Springs, WY 82901
 30-Sep-15

EDA Architects Inc.
 Project Number: 214032-1



Initial Budget		Schematic Estimate		Design Development Estima	
CONSTRUCTION COSTS		\$15,116,483	\$16,639,760	\$17,264,508	
Circuit Court Construction Cost	\$5,987,592	\$6,602,457		\$17,082,986	
Co Atty & Public Defender Construction Cost	\$2,659,293	\$2,873,835		included above	
Sheriff's Admin. Construction Cost	\$5,593,224	\$5,885,139		included above	
Sheriff's Storage Building Construction Cost	\$876,374	\$1,278,329		included above	
Data Center	n/a	included in Courts Cost		\$181,522	
Courts AV	n/a	n/a			
DESIGN/ENGINEERING FEES		\$1,351,000	\$1,351,000	\$1,351,000	
Base A/E Fee:	\$1,351,000	\$1,351,000		\$1,351,000	
Security and Courts AV Fee:	included in A/E fee	included in A/E fee		included in A/E fee	
Soils Report	included in A/E fee	included in A/E fee		included in A/E fee	
Site Survey	included in A/E fee	included in A/E fee		included in A/E fee	
MISCELLANEOUS PROJECT COSTS		\$543,722	\$570,364	\$521,762	
Builders Risk Insurance	\$48,000	\$48,000		\$48,000	
Printing, Advertising, Bidding, Reimbursables	\$50,000	\$50,000		\$25,000	
Building Permit	N/A	N/A		N/A	
Fire Marshal Fee (\$3824.33 first \$1m+\$2.49/\$1,000)	\$38,974	\$42,767		\$44,323	
Utility Connection Fees / Water & Sewer Impact Fees	\$180,000	\$180,000		\$180,000	
Special Inspections and Materials Testing 1.5%	\$226,747	1.5% \$249,596		1.3% \$224,439	
FF&E		\$577,641	\$577,641	\$604,905	
Tele-data Equipment:	\$110,000	\$110,000		\$110,000	
Furniture	\$264,134	\$264,134		\$264,134	
Equipment: Building A/V, IT head end, security	\$203,507	\$203,507	included in construction estimate		
Courts AV (50% match by State)	N/A	N/A		(\$119,229)	
Data Center Equipment				\$350,000	
OWNERS PROJECT CONTINGENCY		\$1,911,154	\$361,235	\$507,825	
	9.8% \$1,911,154	1.9% \$361,235		2.5% \$507,825	
TOTAL PROJECTED COST:		\$19,500,000	\$19,500,000	\$20,250,000	

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: October 6, 2015	Name & Title of Presenter: Chuck Radosevich, Facilities Manager
Department or Organization: Facilities Department	Contact Phone & E-mail: 307-870-2306
Exact Wording for Agenda: Lending Closet Agreement	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information:	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. *****If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****
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- 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
AMONG THE
WOMEN'S CLUB OF ROCK SPRINGS
AND
THE CITY OF ROCK SPRINGS, WYOMING, AND SWEETWATER COUNTY, WYOMING**

1. **Parties.** This Agreement is made and entered into by and among the Women's Club of Rock Springs, a nonprofit association, pursuant to W.S. §17-22-101 et seq, (WCRS), whose address is 317 College Lane, Rock Springs, Wyoming 82901, and the City of Rock Springs Rock Spring (CITY) whose address is 212 D Street Rock Springs, Wyoming 82901 and Sweetwater County (COUNTY) whose address is 80 West Flaming Gorge Way, Green River, Wyoming 82935.
2. **Purpose.** The purpose of this Agreement is to establish with the WCRS, the CITY and the COUNTY the responsibilities of each party to this Agreement as to the use of the building located at 700 Broadway, Rock Springs, Wyoming for the storage and distribution of products from the Lending Closet which is managed by the WCRS. Typical equipment distributed is medical items such as crutches, wheelchairs and other medical supplies intended for short-term use.
3. **Terms of AGREEMENT.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until terminated. This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Responsibilities of the WCRS.** The WCRS shall maintain and store all donated medical items in an orderly fashion inside the building in the area designated for its use and shown on Exhibit A. The interior and exterior of the building shall be kept and maintained as directed by the CITY and COUNTY. The risk of loss as to the donated equipment shall be the responsibility of WCRS who shall obtain insurance on said property if they so desire.
5. **Responsibilities of the CITY.** CITY will retain maintenance responsibility and liability for the structural maintenance and integrity of the building. The CITY will be responsible for all utility bills, consisting of: electric. No heating, water or sewer will be available in the Lending Closet's designated area.
6. **Responsibilities of the COUNTY.** COUNTY will maintain the interior of the building shown in Exhibit A including walls, carpeting, light bulbs etc. The COUNTY will maintain sidewalks and entry into the area shown on Exhibit A. The COUNTY will rekey the lending closet area and distribute keys to all parties. The COUNTY will be responsible for all snow removal on sidewalks or parking lot as requested by the WCRS.

7. **General Provisions:**

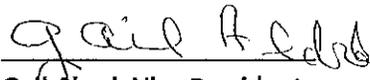
- A. **Amendments.** Either party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and among the parties to this Agreement shall not be effective unless incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. **Applicable Law.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties. Venue shall be in Sweetwater County, Wyoming.
- C. **Compliance with Law.** The WCRS shall keep informed of and comply with all applicable, Federal, State and local laws and regulations in the performance of this Agreement.
- D. **Entirety of Agreement.** This Agreement, consisting of (4) pages (including Exhibit A), represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and Agreements, be they written or oral.
- E. **Indemnification.** The WCRS shall indemnify, defend and hold harmless the CITY and COUNTY, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out the WCRS's failure to perform any of the WCRS's duties and obligations, including but not limited to any claims, lawsuits, losses or liability arising out the WCRS's negligence.
- F. **Severability.** Should any portion of the Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- G. **Sovereign Immunity.** The CITY and COUNTY will retain immunity and all defenses available to them as sovereigns pursuant to W. S. §1-39-101 et seq. as well as any other law. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of the sovereign immunity.
- H. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of the Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

The terms of the Agreement, and any amendments thereto, shall be binding upon and inure to the parties hereto, their administrators and successors.

8. **Signatures.** In witness whereof, the parties to the Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the day and date set out below and certify that they have read, understood, and agreed to the terms and conditions of the Agreement.

The effective date of this Agreement is the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement shown below.

Women's Club Lending Closet



Gail Alfred, Vice President

9.28.15

Date

Sweetwater County

Wally J. Johnson,
Chairman, County Commission

Date

Attest:

Dale Davis
Sweetwater County Clerk

Date

CITY OF ROCK SPRINGS

Carl R. Demshar, Mayor

Date

Attest:

Lisa M. Taruffelli, City Clerk

Date

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Requested Meeting Date: 10-6-15	Name & Title of Presenter: James P. Schermetzler Deputy County Attorney
Department or Organization: County Attorneys office on behalf of the County Assessor's Office	Contact Phone & E-mail: 872-3845
Exact Wording for Agenda: Adoption of Resolution 15-10-CC-01 repealing previously adopted rules of procedure for appeals before the County Board of Equalization by Resolution 13-06-CC-01	Preference of Placement on Agenda & Amount of Time Requested for Presentation: morning 5 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information: These rules have been replaced by State wide Rules adopted by the governor on July 13,2015	

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- 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.
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- No handout will be received during a meeting in session.

RESOLUTION NO. 15-10-CC-01

RESOLUTION OF THE SWEETWATER COUNTY BOARD OF
EQUALIZATION REPEALING THE "RULES OF PRACTICE AND
PROCEDURE FOR APPEALS BEFORE THE SWEETWATER
COUNTY BOARD OF EQUALIZATION INVOLVING TAX MATTERS,"
PREVIOUSLY ADOPTED ON JUNE 4, 2013 BY RESOLUTION 13-06-CC-01

Whereas, the Sweetwater County Board of Equalization recognizes that local rules involving tax matters have been superseded by the Uniform County Board of Equalization Practice and Procedure Rules adopted by the governor on July 13, 2015 pursuant to W.S §39-13-109(effective January 1, 2015).

Whereas, the Sweetwater County Board of Equalization has complied with Wyoming's Administrative Procedures Act (APA) by declaring the Board's intention of repealing the rules previously adopted on June 4, 2013 as Resolution 13-06-CC-01

Whereas, the Sweetwater County Board of Equalization has allowed more than forty-five (45) days for comment regarding the proposed new rules in accordance with the APA; and

Whereas, the Sweetwater County Board of Equalization has not received any comments regarding the repeal of said rules.

NOW THEREFORE, the Sweetwater County Board of Equalization hereby repeals the "Rules of Practice and Procedure for Appeals Before the Sweetwater County Board of Equalization Involving Tax Matters," previously adopted on June 4, 2013 as Resolution 13-06-CC-01

Dated this 6th day of October, 2015

The Sweetwater County Board of Equalization

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

Randy Wendling, Member

ATTEST:

Dale Davis, Sweetwater County Clerk

CERTIFICATION PAGE

Repeal of Rules of Practice and Procedure For Appeals Before
The Sweetwater County Board of Equalization Involving Taxation Matter Previously Adopted on
June 4, 2013 by Resolution 13-06-CC-01

I hereby certify that the Rules of Practice and Procedure for Appeals Before the Sweetwater County Board of Equalization Involving Tax Matters previously adopted by Resolution 13-06-CC-01 have hereby been repealed by the Sweetwater County Board of Equalization in accordance with all applicable provisions of the Administrative Procedures Act, including:

1. At its meeting on August 4, 2015 the Sweetwater County Board of Equalization announced its intent to repeal the rules adopted on June 4, 2013 by Resolution 13-06-CC-01.
2. Prior to repeal of said rules these rules were made available for public inspection, and more than forty-five (45) days have lapsed since the Sweetwater County Commission announced its intent to repeal said rules.
3. The repeal of said previously adopted rules of procedure for tax appeals shall be effective immediately upon filing with the Sweetwater County Clerk.

Singed this 6th day of October 2015

The Sweetwater County Commission

Wally J. Johnson, Chairman

**Circuit Court of the Third Judicial District
Sweetwater County, State of Wyoming**

John R. Prokos
Circuit Court Judge

Amanda Chetterbock
Clerk of Court



P.O. Drawer 1720
Green River, WY 82935

(307) 872-3800
(307) 872-3973 fax

80 W. Flaming Gorge, Suite 206

September 28, 2015

Chairman Wally Johnson and,
Board of County Commissioners
c/o Sweetwater County Clerk
P.O. Box 730
Green River, WY 82935

HAND DELIVERED

Mr. Chairman and Commissioners:

The public interest requires Judge Jones and I appoint an additional part-time magistrate to serve the Circuit Court for the Third Judicial District, Sweetwater County, to serve in both Green River and Rock Springs. We seek to have Istvan (Steve) Harton serve as a part-time magistrate, and submit his name to you for your approval or rejection pursuant to W.S. § 5-9-210(b) (LexisNexis 2013). Magistrates are not paid from county funds but the circuit court budget as set by the State. The purpose of having magistrates is for "filling in" when a judge cannot be present to handle routine matters. Magistrate's powers are set forth in W.S. §5-9-212. County. Marc Dedenbach who was recently appointed; a magistrate is relocating and, the courts will lose the benefit of his services.

If you have any questions or concerns, please do not hesitate to contact Judge Jones or me.

Sincerely,

A handwritten signature in blue ink, appearing to read "John R. Prokos".

John R. Prokos
Circuit Court, Third Judicial District
Green River

cc: Steve Harton

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

**APPROVAL OF PART-TIME MAGISTRATE(S) TO SERVE THE
CIRCUIT COURT, THIRD JUDICIAL DISTRICT, SWEETWATER
COUNTY, ROCK SPRINGS AND GREEN RIVER, WYOMING**

WHEREAS, pursuant to Wyo. Stat. Ann. § 5-9-210(b), the Circuit Court Judges for the Third Judicial District, Sweetwater County, Rock Springs and Green River have submitted the name(s) of to serve as part-time magistrate for said court; and

WHEREAS, the Sweetwater County Board of Commissioners understands that the appointment of part-time magistrates for said court is in the public interest; and

The Board of Commissioners hereby approves the following individual to serve as part-time magistrates for the Circuit Court, Third Judicial District, Sweetwater County, Rock Springs and Green River:

Istvan (Steve) Harton

DATED this _____ day of October, 2015.

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

ATTESTED TO:

Sweetwater County Clerk

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: October 6, 2015	Name & Title of Presenter: Lauren Schoenfeld, Executive Director Aimee Gatzke, FJC/SASH Director
Department or Organization: YWCA of Sweetwater County	Contact Phone & E-mail: (307) 352-6635 lauren@ywcasweetwater.org
Exact Wording for Agenda: Domestic Violence Awareness Proclamation	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information: October is Domestic Violence Awareness Month	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
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PROCLAMATION

WHEREAS: The YWCA of Sweetwater County recognizes and participates in a Public Awareness Campaign to support National Domestic Violence Awareness Month; and

Domestic Violence Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the organizations and individuals who provide critical advocacy, services and assistance to victims; and

Domestic violence is an epidemic affecting individuals in every community, regardless of age, economic status, race, religion, nationality or education background; and

Domestic violence can take the form of physical, emotional, sexual, psychological, and economic abuse; and

Too often, the victims of domestic violence are children, who can have lifelong repercussions from the emotional or physical trauma of being exposed to domestic violence; and

Domestic violence survivors and their advocates in Sweetwater County have rallied to the cause of Victim Justice; and

The government and citizens of Sweetwater County fully recognize the need to treat victims with dignity and compassion;

NOW THEREFORE, WE, Sweetwater County Board of County Commissioners, hereby proclaim the month of **OCTOBER 2015**, to be

DOMESTIC VIOLENCE AWARENESS MONTH

And call upon our citizens to stand together against domestic violence, offer support and understanding to survivors, and participate in domestic violence awareness activities.

Wally Johnson – Chairman

Date

Randy Wendling

John Kolb

Don Van Matre

Reid West

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: October 6, 2015	Name & Title of Presenter: Devon Brubaker, Airport Manager Shannon Lucero, Business Manager
Department or Organization: Rock Springs Sweetwater County Airport	Contact Phone & E-mail: 307-352-6880 slucero@rockspringsairport.com
Exact Wording for Agenda: Airport Update	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Presentations / 20 Minutes
Will there be Handouts? (If yes, include with meeting request form) No	Will handouts require SIGNATURES: No
Additional Information: 	

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BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: October 6th, 2015	Name & Title of Presenter: Dave Hanks, CEO of Rock Springs Chamber of Commerce
Department or Organization: Rock Springs Chamber	Contact Phone & E-mail: (307) 362-3771
Exact Wording for Agenda: f Support for Wyoming Business Council Planning Grant (Retail Gap Analysis Study)	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <i>5 min.</i>
Will there be Handouts? (If yes, include with meeting request form) <i>yes</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
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- No handout will be received during a meeting in session.



PO Box 398 Rock Springs, WY 82902 307-362-3771
ceo@rockspringschamber.com www.rockspringschamber.com

Scope of Work Retail Gap Analysis

The Rock Springs Business & Economic Development Alliance and the City of Rock Springs is applying for a Wyoming Business Council Planning Grant for \$50,000 to conduct a county-wide Retail Gap Analysis study. We are asking for your support by submitting a letter of support as well as the financial commitment of the matching funds not exceeding the amount of \$5,555 per entity. The overall purpose for this project is to enhance our county wide sales tax, create jobs, and improve the quality of life by offering more opportunities for the residents of Sweetwater County. We would like to encourage you to please nominate or appoint a person to represent your entity in the oversight planning and implementation process of the overall grant and study which will be led by the Rock Springs Business & Economic Development Alliance. There will be monthly planning committee meetings which are held on the third Thursday of the month. Below you will find the complete Scope of Work for this project:

Overall Purpose

The project's purpose is to help develop a county-wide effective business and economic development plan that focuses on filling existing gaps without being overly redundant in retail services. The project will ultimately enhance local revenue generation through optimal retail opportunities.

Objectives

1. Recruit new retailers and restaurants through a targeted approach
2. Strengthen and retain local businesses
3. Understand current retail and restaurant economic condition
4. Identify specific concepts to fill vacancies
5. Provide consumer behavioral insight

Measure of Success

The measure of success will be to utilize the analysis information to identify retailers who may effectively fill the gaps and are a good economic fit for Rock Springs, Green River and Sweetwater County. Following the research our goal is to begin the active recruitment process based off the data that is found from the Retail Gap Analysis.

Timeline

- 1st year Planning- May 2016
- 2nd year Execution and Implementation

Budget

Wyoming Business Council Planning Grant	\$50,000
City of Rock Springs	\$5,555.00
City of Green River	\$5,555.00
Sweetwater County	\$5,555.00
Total	\$66,665.00

Funds from all three entities will not exceed the amount of \$5,555.00 per entity

Dave Hanks, CEO

Kayla McDonald, Business Development Manager

Bringing Businesses and Communities Together

To: Sweetwater County Commissioners
From: Krisena Marchal
Subject: BOCC Meeting 10/6/15
 Support for Wyoming Business Council Planning Grant (Retail Gap Analysis Study)

Executive Summary:

The City of Rock Springs is sponsoring a Business Ready Community (BRC) Planning Grant Application in partnership with the Rock Springs Business & Economic Development Alliance to conduct a county-wide Retail Gap Analysis study.

The purpose of the project is to develop a county-wide effective business and economic development plan that focuses on existing gaps without being overly redundant in retail services. The Rock Springs Chamber of Commerce is requesting a letter of support for the project, and a cash match contribution from the County and the Cities of Rock Springs and Green River.

<u>2015 BRC Planning Grant Retail Gap Analysis Study Budget</u>					
	Grant Request	County Cash Match	Rock Springs Cash Match	Green River Cash Match	TOTAL PROJECT
• <u>Professional Services</u>	50,000	5,550	5,550	5,550	66,665
	\$50,000 (75%)	\$5,555 (8.33%)	\$5,555 (8.33%)	\$5,555 (8.33%)	\$66,665 (100%)

Recommendation:

Staff notes:

1. The County's cash match is available in the FY 2015 – 2016 Approved Budget
2. For the December 1, 2015 Wyoming Business Council grant deadline, at least three applications are expected to be submitted by the City of Rock Springs, Sweetwater County and an outside local entity for the same grant funding
3. The City of Rock Springs will not be providing a cash match for Sweetwater County's grant application but will provide some in-kind contribution through staff time

<u>Requested Action:</u>	Motion to approve, and authorize the Chairman sign, the letter of support and the cash match commitment letter for the City of Rock Springs' 2015 Business Ready Community Planning Grant Application
---------------------------------	--

BOARD OF COUNTY COMMISSIONERS

SWEETWATER
C·O·U·N·T·Y **R**

- **WALLY J. JOHNSON, CHAIRMAN**
- **JOHN K. KOLB, COMMISSIONER**
- **DON VAN MATRE, COMMISSIONER**
- **RANDAL M. WENDLING, COMMISSIONER**
- **REID WEST, COMMISSIONER**

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

October 6, 2015

Governor Matthew H. Mead, Co-Chair
Lynne Michelena, Co-Chair
Wyoming Business Council Board of Directors
124 West 15th Street
Cheyenne, WY 82002-0240

Re: City of Rock Springs Business Ready Community Planning Grant Application

Dear Governor Mead, Ms. Michelena, and Members of the Wyoming Business Council Board of Directors,

Please consider this letter in support of the City of Rock Springs' Business Ready Community (BRC) Planning Grant Application to do a county-wide Retail Gap Analysis Study.

The economic development proposal by the City of Rock Springs will help develop a county-wide effective business and economic development plan that focuses on filling existing gaps without being overly redundant in retail sales. The project will at term enhance local revenue generation through optimal retail opportunities. Given the decreasing sales tax revenues related to the energy downturn in the area, this project is a pro-active effort to mitigate future adverse impacts.

The Sweetwater County Commission is in support of the City of Rock Springs' efforts to identify potential future economic development opportunities and further develop a local economic development strategy that will benefit the entire county. We strongly encourage your approval of the request from the City of Rock Springs.

Respectfully yours,

Wally J. Johnson
Chairman
Sweetwater County Board of County Commissioners

WJJ:klm



BOARD OF COUNTY COMMISSIONERS

SWEETWATER

C·O·U·N·T·Y

R

- **WALLY J. JOHNSON, CHAIRMAN**
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80 WEST FLAMING GORGE WAY, SUITE 109 -
GREEN RIVER, WY 82935
PH: (307) 872-3890 FAX - (307) 872-3992

October 6, 2015

Julie Kozlowski
Program Manager
Business Ready Communities and Community Facilities
Wyoming Business Council
124 West 15th Street
Cheyenne, WY 82002-0240

**Re: Match Commitment for
City of Rock Springs 2015 Business Ready Community Planning Grant Application**

Dear Ms. Kozlowski,

With reference to the City of Rock Springs' 2015 Business Ready Community (BRC) Planning Grant Application to do a county-wide Retail Gap Analysis Study, this letter is to inform the Wyoming Business Council Board of Directors that Sweetwater County will provide up to \$5,555 as a cash match for eligible project activity costs as stated in the Wyoming Business Council's Rules governing the program.

The cash match has been earmarked under Potential Grant Match under Grant Projects in the Sweetwater County FY 2015 - 2016 Approved Budget, and represents 8.33 percent of the overall project budget of \$66,665.00.

Sweetwater County will not be responsible for any overage expenses related to this project.

Should you need any additional information, please do not hesitate to contact me.

Sincerely,

Wally J. Johnson
Chairman
Sweetwater County Board of County Commissioners

WJJ:klm



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: October 6, 2015	Name & Title of Presenter: Judy Roderick - Coordinator Jack & Jeanie Weimer - Boat Owners
Department or Organization: Sweetwater County Emergency Management	Contact Phone & E-mail: (307) 922-5371 roderickj@sweet.wy.us (307) 350-7424 jweimer@wyoming.com
Exact Wording for Agenda: An agreement between Jack & Jeanie Weimer and the Sweetwater County Commission to establish the terms and conditions for periodic use of the Weimer's boat for dive training and recovery operations.	Preference of Placement on Agenda & Amount of Time Requested for Presentation: No preference for placement and five minutes for time
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information:	

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**An Agreement Between Jack Weimer and Jeanie Weimer (the Weimers),
and the Sweetwater County Commission to Establish the Terms and Conditions for the
Sweetwater County Sheriff's Deputies and Certain Authorized Volunteers to Periodically
Use the Weimer's Boat for Dive Training and Recovery Operations.**

Whereas, the Weimers jointly own a dive operations boat which is equipped with certain specialized equipment needed to assist and support divers; and

Whereas, the Weimers have expressed a willingness to permit Sheriff's deputies and approved volunteers to use this dive operations boat for training, and for the recovery of human remains, as the need may arise; and

Whereas, the Sweetwater County Sheriff's Office has determined that recovery operations would be enhanced by having the Weimers' boat available for the training of authorized volunteers and to assist to recovery operations.

NOW, THEREFORE, the Parties to this Agreement mutually agree to the following terms:

1. Parties: The Parties to this Agreement are the Sweetwater County Commission, the Sweetwater County Sheriff, and the Weimers.
2. Term of Agreement:
 - A. This Agreement shall take effect on the day the final party executes this Agreement, and is to continue in force for one year, subject to cancellation by either party under Paragraph 4., below.
3. Terms and Conditions for the Sheriff's Use of Weimer's Boat:
 - A. Obligations of the Weimers:
 - i. The Weimers agree to cause their boat to be available for use by the Sheriff, his Deputies and/or authorized volunteers from time to time for training and recovery operations.
 - ii. During both training and recovery operations, the Weimers or their qualified designee shall operate the boat.
 - iii. During both training and recovery operations, the Weimers or their qualified designee shall operate the boat.
 - iv. The Weimers agree to properly perform all maintenance on the boat, and to advise the Sheriff immediately of any known defects in the operation of the boat, or any equipment, which could compromise the safety of any occupant of the boat, including authorized volunteers.

- v. The Weimers agree to maintain casualty and liability insurance for the boat in an amount that provides sufficient coverage, based on the estimated risk, as determined by the Weimers and their insurance agent.

B. Obligations of Sweetwater County and the Sweetwater County Sheriff:

- i. Sweetwater County agrees to compensate the Weimers \$430.00 for each day in which the Sweetwater County sheriff, or his designee, requests to use the boat for training or recovery operations. This amount must be paid for each day the boat is requested, whether the boat is used for a few hours, or not at all, because the boat must be prepared each time a request is made.
- ii. The authorized volunteers shall comply with all required safety procedures or other operation procedures while diving or otherwise using and occupying the boat. The Sweetwater county Sheriff or his designee shall review, and if necessary investigate any report of an authorized volunteer failing to comply with the subsection.

4. Cancellation

- A. This Agreement may be cancelled by either party, with or without cause, at any time on a thirty day written notice to the other party by registered mail, or by personal delivery of notice.

5. Independent Contractor: The Weimers shall be an independent contractor of Sweetwater County. Nothing contained within this Agreement shall be construed to create an employer/employee relationship between Sweetwater County and the Weimers. The Sheriff or his designee may provide general directions and indications for achieving the Sheriff's objectives. However, Sweetwater County and the Sweetwater County Sheriff grant to the Weimers and their designees the independent judgment and discretion required to safely and properly operate their boat.

6. Assignment: Except as specifically provided for herein, the Weimers may not assign any of their duties under this Agreement without first obtaining the written consent from the Sweetwater County Sheriff.

7. Sovereign Immunity: In reference to this Agreement, Sweetwater County retains all immunities, of any type or nature, under Wyoming law.

8. Controlling Law and Venue: This Agreement shall be construed according to the laws of the State of Wyoming. The venue for any action brought to enforce this Agreement shall be the Third Judicial District, Sweetwater County, Wyoming.

9. Entire Agreement: This Agreement represents the entire and integrated Agreement between Sweetwater County and the Weimers, and supersedes all prior negotiations,

representations, or agreements, either written or oral. This Agreement may be amended only by written document, signed by the Weimers and Sweetwater County.

In Witness Whereof, the Parties hereby execute and authorize this Agreement, on the dates as shown below:

At Green River, Sweetwater County, Wyoming

Sweetwater County Board of County Commissioners

Dated this _____ day of _____, 2015

Wally Johnson, Chairperson

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Sweetwater County Sheriff

Dated this 30 day of Sept., 2015

Mike Lowell
Mike Lowell, Sweetwater County Sheriff

Dated this _____ day of _____, 2014

Jack Weimer

Dated this _____ day of _____, 2014

Jeanie Weimer

JPS
9-30-15

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<p>Date Requested:</p> <p>October 6, 2015</p>	<p>Name & Title of Presenter:</p> <p>Krisena Marchal, Grants Manager Judy Roderick, Coordinator</p>
<p>Department or Organization:</p> <p>Grants Admin Emergency Management</p>	<p>Contact Phone & E-mail:</p> <p>Krisena Marchal (307) 872-3888 Judy Roderick (307) 922-5371</p>
<p>Exact Wording for Agenda:</p> <p>Approval of the Fiscal Year 2015 Emergency Management Performance Grant Agreement & Subrecipient Point-of-Contact Form</p>	<p>Preference of Placement on Agenda & Amount of Time Requested for Presentation:</p> <p>5 minutes</p>
<p>Will there be Handouts? (If yes, include with meeting request form)</p> <p>Yes</p>	<p>Will handouts require SIGNATURES:</p> <p>Yes - by the Chairman</p>
<p>Additional Information:</p> <p>Requested Action:</p> <p>Motion to approve, and authorize the Chairman to sign, the Fiscal Year 2015 Emergency Management Performance Grant Agreement and Point-of-Contact Form.</p>	

To: Sweetwater County Commissioners
From: Krisena Marchal
Subject: BOCC Meeting 10/6/15
 Approval of the Fiscal Year 2015 Emergency Management Performance Grant (EMPG)
 Agreement and Subrecipient Point-of-Contact Form

Executive Summary:

Sweetwater County was awarded \$30,000 in federal Emergency Management Performance Grant (EMPG) funding from the Wyoming Office of Homeland Security. The award requires a 50 percent cash match of \$30,000 that has already been budgeted in the Grant Project’s budget. The term of the grant is from October 1, 2014 to March 31, 2016. Sweetwater County will only submit allowable expenses for reimbursement from July 1, 2015 through March 31, 2016.

The purpose of the funding is to supplement costs for “local homeland security programs” as per W.S. 19-13-108 through 19-13-110. It will be used to cover payroll expenses for the Emergency Management Office as noted in Sweetwater County’s FY 2016 Budget Book Message.

<u>FY 2015 Emergency Management Performance Grant Budget</u>			
	FY 2015 EMPG Award	Sweetwater County Cash Match	TOTAL GRANT PROJECT
<ul style="list-style-type: none"> <u>Payroll Costs</u> Salary and benefits for Emergency Management staff time doing allowable activities under the grant 	30,000	30,000	60,000
	\$30,000 (50%)	\$30,000 (50%)	\$60,000 (100%)

Recommendation:

Staff notes that approval of this grant agreement was delayed because of the County’s request to have obsolete wording removed from the grant agreement.

Historical Information:

-Fully expended the FY 2014 EMPG \$30,000 award and \$30,000 match

Staff recommends approval of the documents.

Requested Action: Motion to approve, and authorize the Chairman sign, the Fiscal Year 2015 Emergency Management Performance Grant Agreement and Subrecipient Point-of-Contact Form



MATTHEW H. MEAD
Governor

Office of Homeland Security

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

THE STATE OF WYOMING

Grant Award for U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency Grant Programs Directorate FY 2015 Emergency Management Performance Grant (EMPG)

Political Subdivision: Sweetwater County
Federal Amount: \$30,000.00
Local Match Amount: \$30,000.00
Opportunity Number: EMW-2015-EP-00063-S01
Award Period: October 1, 2014 – March 31, 2016
CFDA #: EMPG - 97.042
Project ID: 15-GPD-SWE-EM-GCF15

- Parties:** The parties to this Grant Award Agreement [Grant] are the Wyoming Office of Homeland Security, whose principal address is 5500 Bishop Boulevard, Cheyenne, WY 82002 [Homeland Security] and Sweetwater County, whose mailing address is 80 West Flaming Gorge Way, Green River, WY, 82935 [Subrecipient].
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant using the Point of Contact information form, attached and incorporated herein as Attachment 1, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.

Homeland Security Contacts:
Abby Eichorn, EMPG Grant Manager (Primary)
Phone: 307-777-4939, Email: abby.eichorn@wyo.gov

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

- Funding Authority:** The funds the Wyoming Office of Homeland Security will distribute to

the Subrecipient are drawn from grant funds distributed to the State of Wyoming as appropriated by Section 662 of the *Post Katrina Emergency Management Reform Act* (6 U.S.C. § 762) and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.). Title VI of the *Stafford Act* authorizes FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the federal government and the states and their political subdivisions. The FY 2015 EMPG will provide federal funds to assist state, local, tribal, and territorial emergency management agencies to obtain the resources required to support the National Preparedness Goal's (the Goal's) associated mission areas and core capabilities. The federal government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title, to support a comprehensive all hazards emergency preparedness system. Appropriation authority for the program is authorized under the *Department of Homeland Security Appropriations Act, 2015*, (Pub. L. No. 114-4).

4. **Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from October 1, 2014 through March 31, 2016. Any unspent balance will be reallocated at the end of this period by Homeland Security. The total amount of this project is sixty thousand dollars and zero cents (\$60,000.00). The federal share of the Project is thirty thousand dollars and zero cents (\$30,000.00), and the Subrecipient share of the project is thirty thousand dollars and zero cents (\$30,000.00) (50 percent matching funds are required). The Subrecipient's matching funds are allowable costs incurred during the performance period and are subject to the same requirements and conditions which apply to the federal funds awarded under the grant. Matching requirements may not be met by costs borne by another federal grant or if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal grant agreement, a federal procurement contract, or any other award of federal funds. Costs counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of Subrecipient.

5. **Federal Grant References:** FY 2015 Emergency Management Performance Grants Funding Opportunity Announcement <http://www.fema.gov/media-library/assets/documents/92249>
The Comprehensive Preparedness Guide (CPG) 101 v.2 September 2010, <http://www.fema.gov/library/viewRecord.do?=&id=5697> or http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf,
State Multi-Hazard Mitigation Planning Guidance (Mitigation Planning "Blue Book"), <http://www.fema.gov/library/viewRecord.do?id=3115>;
Local Mitigation Planning Handbook <http://www.fema.gov/library/viewRecord.do?id=7209>
Multi-Year Training and Exercise Plans, <https://hseep.dhs.gov>;
National Incident Management System (NIMS) Implementation, <http://www.fema.gov/emergency/nims/ImplementationGuidanceStakeholders.shtm#item2>,
and NIMS Resource Center, <http://www.fema.gov/nims>; EMPG forms, and other documents.

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

6. Purpose of Grant Award:

A. Priority for Fiscal Year 2015: Alignment of the EMPG Program to the National Preparedness System.

The Nation utilizes the National Preparedness System to build, sustain, and deliver core capabilities in order to achieve the National Preparedness Goal (the Goal) of “a secure and resilient Nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk.” The objective of the National Preparedness System is to facilitate an integrated, all-of-Nation, risk informed, capabilities-based approach to preparedness. The guidance, programs, processes, and systems that support each component of the National Preparedness System enable a collaborative, whole community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government (<http://www.fema.gov/whole-community>).

The FY 2015 EMPG Program contributes to the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities. Core capabilities are essential for the execution of critical tasks for each of the five mission areas outlined in the Goal. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The EMPG Program’s allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

Emphasis is placed on capabilities that address the greatest risks to the security and resilience of the United States, and the greatest risks along the Nation’s borders. When applicable, funding should support deployable assets that can be utilized anywhere in the Nation through automatic assistance and mutual aid agreements, including but not limited to the Emergency Management Assistance Compact (EMAC).

The FY 2015 EMPG Program supports investments that improve the ability of jurisdictions nationwide to:

- Prevent a threatened or an actual act of terrorism;
- Protect our citizens, residents, visitors, and assets against the greatest threats and hazards;
- Mitigate the loss of life and property by lessening the impact of future disasters;
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or
- Recover through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

The core capabilities contained in the Goal are highly interdependent and require the use of existing preparedness networks and activities, to improve training and exercise programs, promote innovation, and to ensure that the appropriate administrative, finance, and logistics systems are in place.

Recipients will use the components of the National Preparedness System to support building, sustaining, and delivering these core capabilities. The components of the National Preparedness System are: Identifying and Assessing Risk; Estimating Capability Requirements; Building and Sustaining Capabilities; Planning to Deliver Capabilities; Validating Capabilities; and Reviewing and Updating. For more information on each component, read the National Preparedness System description available at <http://www.fema.gov/national-preparedness-system>. Recipients are expected to use this process when using grant funds to address their capability gaps.

- B. The Department of Homeland Security expects EMPG recipients to prioritize grant funding to address capability targets and gaps identified through the annual THIRA and SPR process. Recipients should prioritize the use of grant funds to maintain/sustain current capabilities, to validate capability levels, and to increase capability for high-priority core capabilities with low capability levels. Additional information, including guidelines for completing the THIRA and SPR, can be found at: <https://www.fema.gov/media-library/assets/documents/26335> and <https://www.fema.gov/media-library/assets/documents/24748>.

7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total federal allocation under this Grant shall not exceed thirty thousand dollars and zero cents (\$30,000.00). No payment shall be made for services rendered outside the performance period of the Grant or for activities commenced without prior approval, if prior approval is required. Funds will not be released to Subrecipient before the date upon which the last required signature is affixed to this Grant. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Payment Request Form, provided the expenditures comply with the list of allowable expenditures in the FY 2015 Emergency Management Performance Grant Notice of Funding Opportunity and all applicable federal and state laws.

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

- A. Subrecipient must be familiar with all the requirements and restrictions of the Notice of Funding Opportunity and specific expectations including:
- (1) Subrecipient may not use this Grant funding to purchase equipment not specifically authorized in the Notice of Funding Opportunity unless the proposed acquisition is reviewed by Homeland Security and approved by FEMA in writing prior to purchase.
 - (2) Subrecipient agrees to comply with the financial and administrative requirements set forth in the applicable edition of FEMA's codified regulations (44 CFR Part 13).
 - (3) Subrecipient may use its own procurement procedures which reflect applicable state and local laws and regulations, provided the procurements conform to applicable federal law and the standards identified in 44 CFR § 13.36 and 2 CFR § 200.318 All

procurement transactions will be conducted in a manner providing full and open competition consistent with the standards identified in 44 CFR § 13.36.

- (4) Subrecipient shall ensure all equipment purchased with these Grant funds is maintained and available for response to terrorist and other disaster incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with Grant funding shall be prominently marked as follows: **“Purchased with funds provided by the U.S. Department of Homeland Security through by the Wyoming Office of Homeland Security.”** This is in order to facilitate audits and monitoring visits, which may result from receiving federal funding. Equipment maintenance requirements are outlined in 44 CFR Part 13.32.
- (5) Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **“This document was prepared under a grant from the U. S. Department of Homeland Security, Preparedness Directorate Office of Grants and Training administered by the Wyoming Office of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security, the State of Wyoming or Wyoming Office of Homeland Security.”** Additionally, Subrecipient acknowledges that the FEMA Grants and Preparedness Directorate and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with the FEMA and Homeland Security regarding any patent rights that arise from, or are purchased with, this Grant.
- (6) Subrecipient may be monitored periodically by the staff of Homeland Security, FEMA, and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met. Subrecipients must respond to these reviews within a reasonable time and participate to the best of their ability in order to meet the federal requirements for monitoring.
- (7) Subrecipient must submit an annual Work Plan that outlines their emergency management enhancement and sustainment efforts, including required objectives proposed for the FY 2016 EMPG performance period. The Work Plan must be written in accordance with the guidelines set forth in the Notice of Funding Opportunity and be submitted to the State by March 1, 2016. Subgrantees will report progress on the standardized Quarterly Reporting Form.
- (8) Subrecipient agrees that all allocations and use of funds under this Grant will be in accordance with the Fiscal Year 2015 Emergency Management Performance Grant (EMPG) Notice of Funding Opportunity and must support the goals and objectives included in the State and County EMPG Work Plans.
- (9) Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or data collection requests. This includes, but is not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
- (10) Subrecipient agrees to attend at least one Coordinator’s Quarterly Meeting each fiscal year in order to increase the opportunities for collaboration with peers and receive the trainings necessary to meet the state homeland security initiatives. If

subrecipient is unable to meet this requirement, written explanation will be submitted to Homeland Security no later than March 31, 2016.

(11) Subrecipient agrees to complete their THIRA and Community Preparedness Report by September 1, 2016.

B. Subrecipient agrees to the terms of the State Annual Work Plan.

- a) By March 31, 2016 Subrecipient must encumber or spend all Grant funds, finish all performance activities and submit all payment requests. If this deadline cannot be met, a written request for an extension with an explanation shall be submitted by Subrecipient no later than March 1, 2016 to Homeland Security for review and approval. Homeland Security cannot guarantee approval for any extension request.
- b) This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
- c) Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
- d) Subrecipient's quarterly progress reports through December 31, March 31, June 30 and September 30 must be submitted to Homeland Security by January 20, April 20, July 20 and October 20, respectively. Quarterly reports will cover items listed in the Funding Opportunity Announcement and shall be submitted on reporting forms provided by Homeland Security.
- e) To be eligible to receive federal preparedness funding, Subrecipient must continue to meet National Incident Management System (NIMS) compliance requirements and update assessments as coordinated and directed by Homeland Security.
- f) Subrecipient is required to submit a budget addressing EMPG related costs and expenses as specified in the Notice of Funding Opportunity.
- g) EMPG funds may not be used to support the hiring of sworn public safety officers for the purpose of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- h) EMPG funds may not be used for expenditures for weapons systems and ammunition.
- i) EMPG funds may not be used for activities unrelated to the completion and implementation of the EMPG program.
- j) EMPG funds may not be used for expenditures for items not in accordance with portions of the Authorized Equipment List (AEL).

9. Responsibilities of Homeland Security:

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

10. Special Provisions:

- A. Administrative and National Policy Requirements:** Subrecipient must, in addition to the assurances made as part of the application, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, Federal Register, terms and conditions of the award, and the approved application.
- (1) **2 CFR Part § 200** – *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, found under DHS regulations at 44 CFR Part § 13, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.”
- (2) **2 CFR Part § 225** - *Cost Principles for State, Local, and Indian Tribal Governments* and contained in the 2 CFR Part § 200 and 44 CFR Part § 13.
- B. Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements.
- C. Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549, Debarment and Suspension and 44 CFR § Part 17 or are on the disbarred vendors list at www.epls.gov.
- D. Disadvantaged Business Requirement:** To the extent Subrecipient uses contractors or subcontractors, Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- E. Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented at 44 CFR § Part 17, Subpart F.
- F. Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 200, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
- G. Environmental and Historic Preservation Requirements:** Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the State of Wyoming or FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of the State of Wyoming and FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP

requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction and notify the state and FEMA and the appropriate State Historic Preservation Office. **Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.**

- H. Federal Debt Status:** Subrecipient may not be delinquent in the repayment of any federal debt such as delinquent payroll or other taxes, audit disallowances, and benefit overpayments per 2 CFR Part § 200.305.
- I. Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of seven hundred and fifty thousand dollars \$750,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and 2 CFR 200.501 Audit Requirements, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of Subrecipient's fiscal year. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- J. Freedom of Information Act:** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.
- K. Individuals with Disabilities in Emergency Planning:** In accordance with Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. §794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.
- L. Limitations on Lobbying Activities:** By signing this agreement, Subrecipient agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by Subrecipient in connection with lobbying Congressmen, or any other

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

- M. Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.
- N. Monitoring Activities:** Homeland Security shall have the right to monitor all Grant related activities of Subrecipient. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Subrecipient personnel in every phase of performance of Grant related work.
- O. National Preparedness Reporting Compliance:** Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability Office in accordance with *The Government Performance and Results Act of 1993* (Public Law 103-62) (GPRA).
- P. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- Q. Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the *Civil Rights Act of 1964*, as amended (42 U.S.C. 2000 *et seq.*), the *Civil Rights Act of 1968* (42 U.S.C. §3601 *et seq.*) the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the *Americans With Disabilities Act*, (42 U.S.C. 12101 *et seq.*), Section 504 of the *Rehabilitation Act of 1973*, as amended (29 U.S.C. 794), Title IX of the *Education Amendments of 1972*, as amended (20 U.S.C. 1681 *et seq.*) and the *Age Discrimination Act of 1975*, as amended (20 U.S.C. 6101 *et seq.*), and Titles I, II, and III *Americans with Disabilities Act of 1990* (42 U.S. C. §12101-12213). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.
- R. Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.
- S. Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.

- T. Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Wyoming Office of Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
- U. Robert T. Stafford Disaster Relief and Emergency Assistance Act:** Awards of funding under this program are subject to this act (Public Law 93-288), as amended, 42 U.S.C. 5121-5206, and related authorities. Specifically, 42 U.S.C. 5196, Subtitle A, Powers and Duties, Section 611, Detailed Functions of Administration, Subsection (j) (9), Financial Contributions, require recipients of funds under Title VI of the Stafford Act for construction projects to comply with the Davis-Bacon Act, and 42 U.S.C. 5206 requires all recipients of funds under the Stafford Act to comply with the Buy American Act (41 U.S.C. 10a *et seq.*).

11. General Provisions:

- A. Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- B. Applicable Law/Venue:** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties and venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- D. Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Homeland Security to terminate this Grant to acquire similar services from another party.
- E. Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- F. Compliance with Law:** The Subrecipient shall keep informed of and comply with all applicable laws and regulations in the performance of the agreement.
- G. Confidentiality of Information:** Except as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- H. Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any

potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.

- I. **Entirety of Grant:** This Grant, consisting of thirteen (13) pages, and Attachment 1, Point-of-Contact Information Form, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- J. **Ethics:** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Subrecipient's profession.
- K. **Force Majeure:** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- L. **Indemnification:** Each party to this Grant shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- M. **Independent Contractor:** Subrecipient shall function as an independent contractor for the purposes of this Grant, and Subrecipient or its agents and/or employees shall not be considered employees of the State of Wyoming for any purpose. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Grant, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing Subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or Homeland Security, or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. Subrecipient agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or its agents and/or employees as a result of this Grant.
- N. **Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from the Grant amount or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- O. **Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
- P. **Notices:** All notices arising out of, or from, the provisions of this Grant shall be in

writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail, e-mail, or delivery in person.

- Q. Patent or Copyright Protection:** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Subrecipient will violate any such restriction.
- R. Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- S. Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- T. Sovereign Immunity:** The State of Wyoming, Homeland Security, and Subrecipient do not waive sovereign immunity or governmental immunity by entering into this Grant Agreement and specifically retain immunity and all defenses available to them pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law.
- U. Taxes:** Subrecipient shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- V. Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.
- W. Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.
- X. Time is of the Essence:** Time is of the essence in all provisions of this Grant.
- Y. Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
- Z. Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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

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

WYOMING OFFICE OF HOMELAND SECURITY

Guy Cameron, Director

Date

SWEETWATER COUNTY

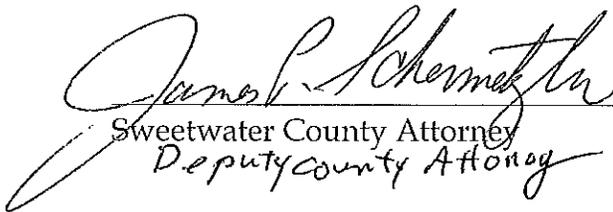
Wally Johnson, Chair (Signature)
Sweetwater County Commission

Date

Attested by: County Clerk

Date

Approved:



Sweetwater County Attorney
Deputy County Attorney

9/29/15
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



S. Jane Caton, Senior Assistant Attorney General

9-15
Date

Attachment: Point of Contact Form



Subrecipient Point-of-Contact Form

Emergency Management Performance Grant FY 2015

Jurisdiction:	Sweetwater County	
Change from Previous:	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Project/Grant ID:	15-GPD-SWE-EM-GCF15	
Address:	80 West Flaming Gorge Way	
City, ST ZIP	Green River, WY 82935	

Grant Manager:	Krisena Marchal and Captain Rick Hawkins	
Phone Number:	(307) 872-3888 and (307) 922-4910	
Email:	marchalk@sweet.wy.us and hawkinsr@sweet.wy.us	
Gmail Address for access to WOHS Team Website*:	SWCOMarchal@gmail.com and SWCSO@gmail.com	

Point of Contact:	Judy Roderick	
Phone Number:	(307) 922-5371	
Email:	roderickj@sweet.wy.us	
Gmail Address for access to WOHS Team Website*:	roderickjk@gmail.com	

**A Gmail address is required to access this site which contains helpful links, announcements, forms and reporting. There is a limit of two addresses per subrecipient.*

Signature: _____

Date Submitted: _____

Please complete and return along with Grant Award to:
 Wyoming Office of Homeland Security
 7500 Bishop Boulevard, Cheyenne, WY 82009
 Fax: 307-635-6017
 Or abby.eichorn@wyo.gov

To: Sweetwater County Commissioners

From: Krisena Marchal

Subject: BOCC Meeting 10/6/15

Approval of the FY 2016 Community Services Block Grant (CSBG) Contract and Subcontracts

Executive Summary:

Sweetwater County has been awarded federal funding in the amount of \$204,894 for projects that were originally evaluated and recommended by the Tripartite Board to the Department of Health. This is a 24% increase compared to last year's award of \$164,932. The funding must be expended by September 30, 2016, and requires no cash match.

The purpose of the funding is to empower low-income individuals who meet 125% of the federal poverty requirements (See attachment) to make progress towards greater self-sufficiency. The funding, and grant requirements, will be "passed through" to five different agencies by subcontracts who will carry out the programs and activities.

FY 2016 Community Services Block Grant Budget			
	Agencies and Programs/Uses of Funding	CSBG Sub-award	FY 2016 County Budget
1	Sweetwater County School District #1 Provide comprehensive case management to parents through a Head Start Family Advocate.	47,700	
2	Sweetwater Family Resource Center Provide housing assistance.	17,600	55,000
3	Young At Heart Early - Learning Center Provide childcare services while parents are working, seeking employment, or attending school.	14,640	310,000
4	Young At Heart - Home Services Provide homemaker services to elderly and disabled individuals.	27,000	
5	Young At Heart - Nutrition Provide meals and special diet food to elderly and disabled individuals.	16,000	
6	YWCA of Sweetwater County - Early Care & Learning Center Provide childcare services while parents are working, seeking employment, or attending school.	15,000	350,548
7	YWCA of Sweetwater County - Support & Safe House Provide rent to victims through the Family Justice Center	10,575	
8	YWCA of Sweetwater County – Budget Classes Provide class instruction about income management and budgets.	5,000	
9	Food Bank of Sweetwater County Provide food assistance.	16,109	21,600
10	Sweetwater County – Community Needs Assessment Conduct the required community needs assessment as per federal mandate.	25,270	
11	Sweetwater County/Sweetwater County Tripartite Board Provide oversight, monitoring, board insurance and indirect costs.	10,000	
TOTAL		\$204,894	

Recommendation:

Staff recommends approval of the CSBG contract, and subcontracts.

Action Requested:

Motion to approve, and authorize the Chairman to sign, the Fiscal Year 2016 Community Services Block Grant contract, and subcontracts between Sweetwater County and Sweetwater County School District #1, Young At Heart, Food Bank of Sweetwater County, Sweetwater Family Resource Center, and YWCA of Sweetwater County.

2015 HHS Poverty Guidelines*

Minimum Income Requirements for Use in Completing Form I-864

8 Contiguous States, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, and the Commonwealth of the Northern Mariana Islands:

Household Size 100% of HHS Poverty Guidelines* 125% of HHS Poverty Guidelines

*For sponsors on active duty in the
U.S. Armed Forces who are petitioning
for their spouse or child*

2	\$15,930
3	\$20,090
4	\$24,250
5	\$28,410
6	\$32,570
7	\$36,730
8	\$40,890

Add \$4,160 for each
additional person.

For all other sponsors

\$19,912
\$25,112
\$30,312
\$35,512
\$40,712
\$45,912
\$51,112

Add \$5,200 for each
additional person.

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

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Public Health Division (Agency), whose address is: 6101 Yellowstone Road, Suite 420, Cheyenne, Wyoming 82002, and Sweetwater County, concerning the Tripartite Board (Contractor), whose address is: 80 West Flaming Gorge Way, Suite 19, Green River, Wyoming 82935. This Contract pertains to the Community Services Program.

2. **Purpose of Contract.** This Contract pertains to the Community Services Block Grant (CSBG). The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide funding and oversight of the CSBG programs in Sweetwater County, Wyoming to assist low-income individuals and families with activities and supportive services that empower them to overcome the effects of poverty and to support their progress toward greater self-sufficiency.

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of the Contract is from October 1, 2015 or the Effective Date, whichever is later, through September 30, 2016. All services shall be completed during this term.

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

4. **Payment.** The Agency agrees to pay the Contractor for the activities/services described in Attachment A, Statement of Work, which is attached to and made part of this Contract by this reference. Total payment under this Contract shall not exceed Two Hundred Four Thousand Eight Hundred Ninety-Four Dollars (\$204,894.00). Payment shall be made in advance quarterly with the initial payment being made upon execution of the Contract and subsequent payments being issued after 20% of the entire grant has been expended, 45% has been expended, and the final payment shall be made after 70% of the entire grant allocation has been expended, as described in Attachment A, Statement of Work. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.

5. **Source of Funding.** The source of funds for this Contract is the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Catalog of Federal Domestic Assistance (CFDA) No. 93.569, 15B1WYCOSR, Project Id. No. CSBG.SWT.1614.

RPS
9-29-15

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

- A. **Activities and Supportive Services.** Provide the activities and supportive services as described in Attachment A, Statement of Work, which is attached to and made a part of this Contract by this reference.
- B. **Annual Report.** Collect, maintain, and compile the federally required demographic, programmatic, and financial data and submit in compiled format the Information Systems (IS) Survey and the National Performance Indicator (NPI) Reports to the Agency no later than November 15, 2016.
- C. **Eligibility Requirements.** Abide by the federal eligibility requirements of the program through an application process which requires proof of identification, residency, and, proof of income that indicates the applicant(s) is at or below 125% of the 2015 Federal Poverty Guidelines.
- D. **Federal Audit Requirements.** Contractor agrees that if it expends an aggregate amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the Uniform Grants Guidance 2 C.F.R. 200, Subpart F, Audit Requirements. If findings are made which cover any part of this Grant, Contractor shall provide one (1) copy of the audit report to Agency and require that the auditor shall not otherwise release its audit report until adjusting entries are disclosed and made to Agency's records.
- E. **Grant Recovery.** Contractor agrees to return any unexpended grant funds to the Agency by November 15, 2016. The Agency shall also be entitled to recover from the Contractor any full or partial payment made under this Contract for: 1) any payments used for purposes not authorized, or performed outside the Contract; 2) any payments for services the Contractor is unable to provide; and 3) any payments for services the Contractor did not provide but was required to provide under the terms of this Contract.
- F. **Monitoring.** Monitor each Subcontractor on-site at least one (1) time every three (3) year period and during years in between conduct a desk audit by phone to assure compliance with federal requirements and performance goals. Monitoring reports should be completed within 60 days after the visit or phone call and copies of the report should be provided to the Subcontractor and the Agency. Any findings should be noted and required follow-up should be explained in detail. Any Subcontractor with significant findings should be placed on a Plan of Action, provided training and a follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within 60 days after the visit and copies of the report sent to the Subcontractor and the Agency. Any consistent noncompliance issues should be reported to the Agency as appropriate.

- G. **Monthly Expenditure Report.** Submit monthly expenditure reports by the 10th day of each month for the preceding month. These reports should be completed by each service provider and a compiled report shall be completed by the Contractor. This report shall indicate the current month expenses, year-to-date expenses for the grant term, and percent expended by line item, as approved and submitted in the Contractor application.
- H. **Monthly Programmatic Report.** Submit programmatic detail reports by the 10th day of each month for the preceding month. These reports shall indicate the number of unduplicated clients served for the current month during this grant term. This report will also include the total amount of clients served and services provided for the current month and year-to-date for the grant term. Youth (ages 12-18) and seniors (55+) should be reported by the number served during the month and the amount spent on their CSBG related activities and/or services.
- I. **Retention of Records.** Maintain records, documents, and other evidence which sufficiently reflects all expenditures under this Contract for a period of three (3) years after the termination of this Contract. Such records shall be made available to the Agency or its designee, or the appropriate federal agency for review and audit.
- J. **Subcontracts.** Sign a legally binding agreement with any and all CSBG service providers to include the provisions of this Contract, as applicable.
- K. **Time Allocation Analysis.** Conduct a time allocation analysis for any position dually-funded from other sources of funds to account for apportioned time charged against this Contract.

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

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

8. **Special Provisions.**

- A. **Administration of Federal Funds.** Contractor agrees its use of the funds awarded herein are subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200 *et seq.*; Subtitle B of Public Law 105-285, the "Community Services Block Grant Act"; C.F.R. Title 45, Part 96, Subpart I; the U.S.

Department of Health and Human Services 2015 Poverty Guidelines; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.

- B. Assumption of Risk.** Contractor shall assume the risk of any loss of state or federal funding either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.
- C. Conflicts of Interest.** Contractor shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to the Agency or a disclosure which would adversely affect the interests of the Agency. Contractor shall notify Agency of any potential or actual conflicts of interest arising during the course of the Contractor's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the Contract is terminated under this provision, the Contractor shall take steps to insure that the file, evidence, evaluation, and data are provided to Agency or its designee. This does not prohibit or affect the Contractor's ability to engage in consultations, evaluations, or representations under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.
- (i) A conflict of interest warranting termination of the Contract includes, but is not necessarily limited to, representing a client in an adversarial proceeding against the State of Wyoming, its agencies, boards, commissions or the University of Wyoming, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or quo warranto.
- D. Construction Prohibitions.** Contractor agrees this Contract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.
- E. Drug-Free Workplace Requirement.** Contractor agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Contractor agrees to notify the Agency if an employee is convicted of violating a criminal drug statute so the Agency can notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.
- F. Environmental Policy Acts.** Contractor agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

- G. Federal Program Funding Requirements.** Contractor agrees that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with CSBG funding to clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the program or project, and (3) percentage and dollar amount of the total costs of the program or project that will be financed by nongovernmental sources.
- H. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- I. Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- J. Limitations on Lobbying Activities.** By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- K. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and, to observe personnel in every phase of performance of the related work.
- L. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and

the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract. Federal law requires the Contractor to include all relevant special provisions of this Contract in every subcontract awarded over Ten Thousand Dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- M. Non-Supplanting Certification.** Contractor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Contractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- N. Program Income.** Contractor shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.
- O. Pro-Kids Act of 1994.** Contractor agrees to not permit smoking in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by CSBG or any other Federal programs wither directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.
- The above language must be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to One Thousand Dollars (\$1,000.00) per day.
- P. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- Q. Purchase of American-Made Equipment.** Contractor agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American-made.
- R. Religious Activities.** The Contractor and any Subcontractor shall not use the CSBG funding to support inherently religious activities such as religious

instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.

- S. Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 C.F.R. Part 17, or 2 C.F.R. Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. Applicable Law/Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit/Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the

Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Agency to terminate this Contract to acquire similar services from another party.

- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Certificate of Good Standing.** Contractor shall provide to Agency a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs before and during performing work under this Contract, if applicable.
- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and not release such information to a third party unless directed to do so by Agency.
- J. Conflicting Language.** Contract language in this document shall have precedence and control over any conflicting language contained within Attachment A, the Statement of Work, or any other document incorporated by reference in this Contract. In case of conflict, any clarification must be mutually agreed upon in writing and will govern the contractual relationship between parties.
- K. Entirety of Contract.** The parties recognize this Contract is subject to the FFY 2016 Wyoming CSBG State Management Plan and the Contractor's FFY 2016 CSBG Application, both of which can be located for review at the Agency. This Contract, consisting of twelve (12) pages, and Attachment A, Statement of Work, consisting of two (2) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- L. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.

- M. Extensions/Renewals.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- N. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- O. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- P. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.
- Q. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the address(es) provided under this Contract.
- R. Ownership and Destruction of Documents/Information.** Agency owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative documents/information to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of documents/information by any other means shall be by a

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

- S. **Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- T. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. **Sovereign Immunity.** The State of Wyoming and Agency do not waive sovereign immunity by entering into this Contract and the Contractor does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. §1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. **Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. **Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract. If at any time during the performance of this Contract, in the opinion of the Agency, the work is not progressing satisfactorily or within the terms of this Contract, then at the discretion of the Agency and after written notice to the Contractor, the Agency may terminate this Contract or any part of it. As of the termination date, the Contractor will be entitled to a pro rata payment for all work accomplished and accepted by the Agency; however, the Contractor shall be liable to the Agency for the entire cost of replacement services for the duration of the contract term.
- X. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this 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.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

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

AGENCY: WYOMING DEPARTMENT OF HEALTH

Thomas O. Forslund, Director

Date

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

Date

**CONTRACTOR:
SWEETWATER COUNTY**

County Commissioner

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Marion Yoder #139570

Marion Yoder, Senior Assistant Attorney General

Sept. 17, 2015

Date

*JBS
9-30-15*

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

General Description

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

Timeline and Deliverables

The following table shows specific projects, estimated number of clients to be served, amount of funding allocated to each project, and end dates. Sweetwater County through the Tripartite Board will provide eleven (11) services and activities to low-income individuals and families until September 30, 2016 and will continuously pursue all options to effectively serve as many clients in need with the amount of funding granted to each project. The first payment for a quarter of the grant will be made upon execution of the Contract. Subsequent quarterly payments will be made after 20%, 45%, and 70% of the entire grant amount has been expended and used to deliver services to the clients as described below. Up to 20% of the total allocation can be shifted between the services and activities categories with prior approval by the Community Services Program Manager.

Sweetwater County 2016 CSBG Projects				
Project	Program Name	Estimated Clients to be Served	Amount Funded	Grant End Date
	Description			
1	Family Resource Center	105	\$17,600.00	9/30/2016
	Provide housing assistance.			
2	Food Bank	1,460	\$16,109.00	9/30/2016
	Provide food assistance.			
3	Sweetwater County – Administration	N/A	\$10,000.00	9/30/2016
	Provide oversight, monitoring, and indirect costs.			
4	Sweetwater County – Needs Assessment – Discretionary	N/A	\$25,270.00	9/30/2016
	Conduct the required Community Needs Assessment.			
5	Sweetwater School District #1/ Head Start	60	\$47,700.00	9/30/2016
	Provide comprehensive case management to parents through a Head Start Family Advocate.			
6	Young at Heart – Early Learning Center	51	\$14,640.00	9/30/2016
	Provide childcare services while parents are working, seeking employment, or attending school.			
7	Young at Heart – Home Services	35	\$27,000.00	9/30/2016
	Provide homemaker services to elderly and disabled individuals.			

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

8	Young at Heart – Nutrition	15	\$16,000.00	9/30/2016
	Provide meals and special diet food to senior citizens and disabled individuals.			
9	Young Women’s Christian Association (YWCA) – Budget Classes	25	\$5,000.00	9/30/2016
	Provide class instruction about income management and budgets.			
10	Young Women’s Christian Association (YWCA) – Early Care & Learning Center	20	\$15,000.00	9/30/2016
	Provide childcare services while parents are working, seeking employment, or attending school.			
11	Young Women’s Christian Association (YWCA) – Support & Safe House	8	\$10,575.00	9/30/2016
	Provide rent for victims through the Family Justice Center.			
TOTALS		1,779	\$204,894.00	9/30/2016

**FY 2016 COMMUNITY SERVICES BLOCK GRANT SUBCONTRACT
BETWEEN
SWEETWATER COUNTY AND
SWEETWATER FAMILY RESOURCE CENTER**

Amount: \$17,600.00

Period: Effective date through September 30, 2016

CFDA#: 93.569

Project ID: CSBG.SWT16.14

1. **Parties.** The parties to this Subcontract are Sweetwater County, referred to as "Contractor", whose address is 80 West Flaming Gorge Way, Suite 19, Green River, Wyoming, 82901 and the Sweetwater Family Resource Center, hereafter referred to as "Subcontractor", whose address is 538 Pilot Butte, Rock Springs, WY 82901. This Subcontract pertains to the Community Services Program.

The parties to this Subcontract acknowledge that Contractor has a Contract with the Wyoming Department of Health, Public Health Division (Agency), whereby the Agency provides funding which Contractor uses to reimburse for services provided by Subcontractor.

2. **Purpose.** This Subcontract pertains to the Community Services Block Grant (CSBG). The purpose of this Subcontract is to set forth the terms and conditions by which the Subcontractor shall provide services in Sweetwater County, Wyoming to assist low-income individuals and families to overcome the effects of poverty, and to support their progress toward greater self-sufficiency.
3. **Term of Subcontract and Required Approvals.** This Subcontract is effective when all parties have executed it, and all required approvals have been granted (Effective Date). The term of this Subcontract is from the Effective Date through September 30, 2016. All services shall be completed during this term.
4. **Payment.** The Contractor agrees to pay the Subcontractor for the services described in Attachment A, Statement of Work, which is attached to and made part of this Subcontract by this reference. The total payment under this Subcontract shall not exceed Seventeen Thousand Six Hundred Dollars (\$17,600.00). Payment shall be made through the Sweetwater County Grants Department on Sweetwater County vouchers with an invoice(s) dated no more than two months prior to the date of the Sweetwater County voucher unless otherwise permitted in writing.

No payment shall be made for work performed before the date upon which the last required signature is affixed to this Subcontract.
5. **Source of Funding.** The source of funds for this Subcontract is the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Catalog of Federal Domestic Assistance (CFDA) No. 93.569, Project ID No. CSBG.SWT1614.

6. **Responsibilities of Subcontractor.** The Subcontractor agrees to:
- A. **Activities and Supportive Services.** Provide the activities and supportive services as described in Attachment A, Statement of Work, which is attached to and made a part of this Subcontract by this reference.
 - B. **Annual Report.** Collect, maintain, and compile federally required demographic, programmatic, and financial data and submit in compiled format the Information Systems (IS) Survey and National Performance Indicator (NPI) Reports to the Contractor no later than November 1, 2016.
 - C. **Eligibility Requirements.** Abide by the federal eligibility requirements of the program through an application process which requires proof of identification, residency, and, proof of income that indicates the applicant(s) is at or below 125% of the 2015 Federal Poverty Guidelines.
 - D. **Federal Audit Requirements.** Subcontractor agrees that if it expends an aggregate amount of \$750,000 or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subcontractor agrees to comply with the audit requirements of the Uniform Grants Guidance 2 C.F.R. 200, Subpart F, Audit Requirements. If findings are made which cover any part of this Subcontract, Subcontractor shall provide one (1) copy of the audit report to Contractor and require that the auditor shall not otherwise release its audit report until adjusting entries are disclosed and made to the Subcontractor's records.
 - E. **Grant Recovery.** The Contractor shall be entitled to recover from the Subcontractor any full or partial payment made under this Contract for: 1) any payments used for purposes not authorized, or performed outside the Subcontract; 2) any payments for services the Subcontractor is unable to provide; and 3) any payments for services the Subcontractor did not provide but was required to provide under the terms of this Subcontract.
 - F. **Monitoring.** Contractor shall monitor the Subcontractor on-site at least one (1) time every three (3) year period and during years in between conduct a desk audit by phone to assure compliance with federal requirements and performance goals. Monitoring reports should be completed within 60 days after the visit or phone call and copies of the report should be provided to the Subcontractor and the Agency. Any findings should be noted and required follow-up should be explained in detail. Any Subcontractor with significant findings should be placed on a Plan of Action, provided training and a follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within 60 days after the visit and copies of the report sent to the Subcontractor and the Agency. Any consistent noncompliance issues should be reported to the Agency as appropriate.
 - G. **Monthly Expenditure Report.** Subcontractor shall submit a monthly expenditure report detailing the current month expenses, year-to-date expenses, expenses for the grant term, and percent expended by line item, as approved and submitted in the Subcontractor application.
 - H. **Monthly Programmatic Report.** Subcontractor shall submit programmatic detail reports each month for the preceding month. These reports shall indicate the number of

unduplicated clients served for the current month during this grant term. This report will also include the total amount of clients served and services provided for the current month and year-to-date for the grant term. Youth (ages 12-18) and seniors (55+) should be reported by the number served during the month and the amount spent on their CSBG related activities and/or services.

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

7. **Responsibilities of Contractor.**

- A. **Consultation.** Consult with the Subcontractor, as necessary, regarding the requirements of this Subcontract.
- B. **Monitoring and Evaluation.** Monitor and evaluate the Subcontractor's compliance with the conditions set forth in the Subcontract.
- C. **Payment.** Process payments to the Subcontractor in accordance with Section 4 of this Subcontract.
- D. **Training and Technical Assistance.** Provide training and technical assistance as necessary.

8. **Special Provisions.**

- A. **Administration of Federal Funds.** Subcontractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200 *et seq.*; Subtitle B of Public Law 105-285, the "Community Services Block Grant Act"; C.F.R. Title 45, Part 96, Subpart I; the U.S. Department of Health and Human Services 2015 Poverty Guidelines; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Contractor.
- B. **Assumption of Risk.** Subcontractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. The Contractor shall notify the Subcontractor of any state or federal determination of noncompliance.
- C. **Conflicts of Interest.** Subcontractor shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to the Contractor or a disclosure which would adversely

affect the interests of the Contractor. Subcontractor shall notify Contractor of any potential or actual conflicts of interest arising during the course of the Subcontractor's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the Contract is terminated under this provision, the Subcontractor shall take steps to insure that the file, evidence, evaluation, and data are provided to Contractor or its designee. This does not prohibit or affect the Subcontractor's ability to engage in consultations, evaluations, or representations under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

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

- D. Construction Prohibitions.** Subcontractor agrees this Subcontract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.
- E. Drug-Free Workplace Requirement.** Subcontractor agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Subcontractor agrees to notify the Contractor if an employee is convicted of violating a criminal drug statute so the Contractor can notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.
- F. Environmental Policy Acts.** Subcontractor agrees all activities under this agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- G. Federal Program Funding Requirements.** Subcontractor agrees that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with CSBG funding to clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the program or project, and (3) percentage and dollar amount of the total costs of the program or project that will be financed by nongovernmental sources.
- H. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Subcontract may be terminated without penalty if a private entity that receives funds under this Subcontract:

- (i) Engages in severe forms of trafficking in persons during the period of time that the Subcontract is in effect;
 - (ii) Procures a commercial sex act during the period of time that the Subcontract is in effect; or
 - (iii) Uses forced labor in the performance of the Subcontract or subawards.
- I. **Kickbacks.** Subcontractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Subcontract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Subcontract. If Subcontractor breaches or violates this warranty, Contractor may, at its discretion, terminate this Subcontract without liability to Contractor, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- J. **Limitations on Lobbying Activities.** By signing this Subcontract, Subcontractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subcontractor or its subcontractors in connection with lobbying member(s) of Congress, or any other federal Contractor in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- K. **Monitoring Activities.** Contractor shall have the right to monitor all activities related to this Subcontract that are performed by Subcontractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Subcontract; and, to observe personnel in every phase of performance of the related work.
- L. **Nondiscrimination.** The Subcontractor 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 Subcontract. Federal law requires the Subcontractor to include all relevant special provisions of this Subcontract in every subcontract awarded over Ten Thousand Dollars (\$10,000.00) so that such provisions are binding on each subcontractor.
- M. **Non-Supplanting Certification.** Subcontractor hereby affirms that federal Subcontractor funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subcontractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Subcontract.
- N. **Program Income.** Subcontractor shall not deposit Subcontractor funds in an interest bearing account without prior approval of Contractor. Any income attributable to the

Subcontractor funds distributed under this Subcontract must be used to increase the scope of the program or returned to Contractor.

- O. **Pro-Kids Act of 1994.** Subcontractor agrees to not permit smoking in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by CSBG or any other Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

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

- P. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Subcontractor and related to the services and work to be performed under this Subcontract, shall identify Wyoming Department of Health, Public Health Division and Sweetwater County as the sponsoring agencies and shall not be released without prior written approval of Contractor.
- Q. **Purchase of American-Made Equipment.** Subcontractor agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American-made.
- R. **Religious Activities.** The Subcontractor and any entity hired by the Subcontractor shall not use the CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.
- S. **Suspension and Debarment.** By signing this Subcontract, Subcontractor 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 Subcontract suspended, debarred, or voluntarily excluded by any federal department or Contractor in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or 2 C.F.R. Part 180, or are on the debarred, or otherwise ineligible vendors lists maintained by the federal government. Further, Subcontractor agrees to notify Contractor by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Subcontract.

9. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Subcontract which are mutually agreed upon by the parties to this Subcontract shall be incorporated by written instrument, executed, and signed by all parties to this Subcontract.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Subcontract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Subcontract and the parties, and the venue shall be the Third Judicial District, Sweetwater County, Wyoming.
- C. **Assignment/Subcontract 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 Subcontract without the prior written consent of the other party. The Subcontractor shall not use this Subcontract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Contractor.
- D. **Audit/Access to Records.** The Contractor and its representatives shall have access to any books, documents, papers, electronic data and records of the Subcontractor which are pertinent to this Subcontract. The Subcontractor shall immediately, upon receiving written instruction from the Contractor, provide to any independent auditor or accountant all books, documents, papers, electronic data and records of the Subcontractor which are pertinent to this Subcontract. The Subcontractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Contractor.
- E. **Availability of Funds.** Each payment obligation of the Contractor is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Subcontract, the Subcontract may be terminated by the Contractor at the end of the period for which the funds are available. The Contractor shall notify the Subcontractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Contractor in the event this provision is exercised, and the Contractor shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Contractor to terminate this Subcontract to acquire similar services from another party.
- F. **Award of Related Contracts.** The Contractor may award supplemental or successor contracts for work related to this Subcontract. The Subcontractor shall cooperate fully with other contractors and the Contractor in all such cases.
- G. **Certificate of Good Standing.** Subcontractor shall provide to Contractor a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior and during performing work under this Subcontract, if

applicable.

- H. **Compliance with Laws.** The Subcontractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Subcontract.
- I. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Subcontractor in the performance of this Subcontract shall be kept confidential by the Subcontractor unless written permission is granted by the Wyoming Department of Health through the Contractor for its release. If and when Subcontractor receives a request for information subject to this Subcontract, Subcontractor shall notify Contractor within ten (10) days of such request and not release information to a third party unless directed to do so by Contractor.
- J. **Conflicting Language.** Contract language in this document shall have precedence and control over any conflicting language contained within Attachment A, the Statement of Work, or any other document incorporated by reference in this Contract. In case of conflict, any clarification must be mutually agreed upon in writing and will govern the contractual relationship between parties.
- K. **Entirety of Subcontract.** The parties recognize this Subcontract is subject to the Subcontractor's FFY 2016 CSBG Application and the FFY 2016 CSBG Wyoming CSBG State Management Plan, both of which can be located for review at the Contractor. This Subcontract, consisting of eleven (11) pages, and Attachment A, Statement of Work, consisting of one (1) page, represents the entire and integrated Subcontract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- L. **Ethics.** Subcontractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing Contractor's profession.
- M. **Extensions of Subcontract.** Nothing in this Subcontract shall be interpreted or deemed to create an expectation that this Subcontract will be extended beyond the term described herein.
- N. **Force Majeure.** Neither party shall be liable for failure to perform under this Subcontract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- O. **Indemnification.** Each party to this Contract shall assume the risk of any liability arising

from its own conduct. Neither party agrees to insure, defend or indemnify the other.

- P. Independent Contractor.** The Subcontractor shall function as an independent contractor for the purposes of this Subcontract and shall not be considered an employee of the Sweetwater County for any purpose. The Subcontractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Subcontractor in fulfilling the terms of this Subcontract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Subcontract. Nothing in this Subcontract shall be interpreted as authorizing the Subcontractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Contractor or to incur any obligation of any kind on the behalf of the State of Wyoming or the Contractor. The Subcontractor agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to the State of Wyoming employees will inure to the benefit of the Subcontractor or the Subcontractor's agents and/or employees as a result of this Subcontract.
- Q. Notices.** All notices arising out of, or from, the provisions of this Subcontract shall be in writing either by regular mail or delivery in person at the address provided under this Subcontract.
- R. Ownership and Destruction of Documents/Information.** The Wyoming Department of Health owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Subcontractor in the performance of this Subcontract. Upon termination of services, for any reason, Subcontractor agrees to return all such original and derivative information/documents to the Contractor in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of documents/information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Contractor's verified receipt of such documents/information, Subcontractor agrees to physically and electronically destroy any residual Contractor-owned data, regardless of format, and any other storage media or areas containing such information. Subcontractor agrees to provide written notice to Contractor confirming the destruction of any such residual Contractor-owned data.
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- T. Severability.** Should any portion of this Subcontract be judicially determined to be illegal or unenforceable, the remainder of the Subcontract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- U. Sovereign Immunity.** The Contractor, the Subcontractor and the State of Wyoming do not waive sovereign or governmental immunity by entering into this Subcontract and specifically retain all immunities and all defenses available to them pursuant to Wyoming Statute 1-39-104(a) and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Subcontract shall not be strictly construed, either against or for either party, except that any ambiguity as to

immunity shall be construed in favor of immunity.

- V. Taxes.** The Subcontractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. Termination of Subcontract.** This Subcontract may be terminated, without cause, by either party upon thirty (30) days written notice. This Subcontract may be terminated immediately for cause if the Subcontractor fails to perform in accordance with the terms and conditions of this Subcontract. If at any time during the performance of this Subcontract, in the opinion of the Contractor, the work is not progressing satisfactorily or within the terms of this Subcontract, then at the discretion of the Contractor and after written notice to the Subcontractor, the Contractor may terminate this Subcontract or any part of it. As of the termination date, the Subcontractor will be entitled to a pro rata payment for all work accomplished and accepted by the Contractor; however, the Subcontractor shall be liable to the Contractor for the entire cost of replacement services for the duration of the Subcontract.
- X. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Subcontract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Subcontract shall operate only between the parties to the Subcontract and shall inure solely to the benefit of the parties to this Subcontract. The provisions of this Subcontract are intended only to assist the parties determining and performing their obligations under this Subcontract.
- Y. Time is of the Essence.** Time is of the essence in all provisions of this Subcontract.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only, and shall not be used to construe the language of this Subcontract.
- AA. Waiver.** The waiver of any breach of any term or condition in this Subcontract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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

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

CONTRACTOR: SWEETWATER COUNTY

Wally J. Johnson, Chairman
Sweetwater County Commission

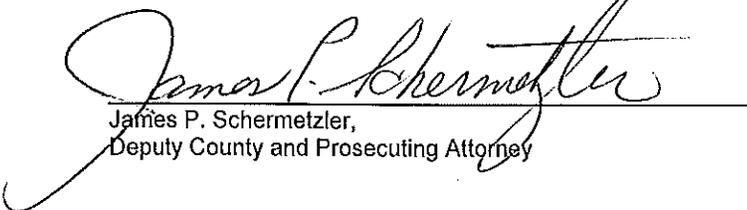
Date

ATTEST:

Dale Davis
Sweetwater County Clerk

Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM



James P. Schermetzler,
Deputy County and Prosecuting Attorney

9-30-15

Date

SUBCONTRACTOR: SWEETWATER FAMILY RESOURCE CENTER

Name and Title

Date

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

General Description

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

Timeline and Deliverables

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

Program Name and Description	Estimated Clients to Be Served	Amount Funded	Grant End Date
Sweetwater Family Resource Center	105	\$17,600.00	9/30/2016
Provide housing assistance.			

**FY 2016 COMMUNITY SERVICES BLOCK GRANT SUBCONTRACT
BETWEEN
SWEETWATER COUNTY AND
FOOD BANK OF SWEETWATER COUNTY**

Amount: \$16,109.00

Period: Effective date through September 30, 2016

CFDA#: 93.569

Project ID: CSBG.SWT16.14

1. **Parties.** The parties to this Subcontract are Sweetwater County, referred to as "Contractor", whose address is 80 West Flaming Gorge Way, Suite 19, Green River, Wyoming, 82901 and the Food Bank of Sweetwater County, hereafter referred to as "Subcontractor", whose address is 90 Center Street, Rock Springs, WY 82901. This Subcontract pertains to the Community Services Program.

The parties to this Subcontract acknowledge that Contractor has a Contract with the Wyoming Department of Health, Public Health Division (Agency), whereby the Agency provides funding which Contractor uses to reimburse for services provided by Subcontractor.

2. **Purpose.** This Subcontract pertains to the Community Services Block Grant (CSBG). The purpose of this Subcontract is to set forth the terms and conditions by which the Subcontractor shall provide services in Sweetwater County, Wyoming to assist low-income individuals and families to overcome the effects of poverty, and to support their progress toward greater self-sufficiency.
3. **Term of Subcontract and Required Approvals.** This Subcontract is effective when all parties have executed it, and all required approvals have been granted (Effective Date). The term of this Subcontract is from the Effective Date through September 30, 2016. All services shall be completed during this term.
4. **Payment.** The Contractor agrees to pay the Subcontractor for the services described in Attachment A, Statement of Work, which is attached to and made part of this Subcontract by this reference. The total payment under this Subcontract shall not exceed Sixteen Thousand One Hundred Nine Dollars (\$16,109.00). Payment shall be made through the Sweetwater County Grants Department on Sweetwater County vouchers with an invoice(s) dated no more than two months prior to the date of the Sweetwater County voucher unless otherwise permitted in writing.

No payment shall be made for work performed before the date upon which the last required signature is affixed to this Subcontract.
5. **Source of Funding.** The source of funds for this Subcontract is the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Catalog of Federal Domestic Assistance (CFDA) No. 93.569, Project ID No. CSBG.SWT1614.

6. **Responsibilities of Subcontractor.** The Subcontractor agrees to:
- A. **Activities and Supportive Services.** Provide the activities and supportive services as described in Attachment A, Statement of Work, which is attached to and made a part of this Subcontract by this reference.
 - B. **Annual Report.** Collect, maintain, and compile federally required demographic, programmatic, and financial data and submit in compiled format the Information Systems (IS) Survey and National Performance Indicator (NPI) Reports to the Contractor no later than November 1, 2016.
 - C. **Eligibility Requirements.** Abide by the federal eligibility requirements of the program through an application process which requires proof of identification, residency, and, proof of income that indicates the applicant(s) is at or below 125% of the 2015 Federal Poverty Guidelines.
 - D. **Federal Audit Requirements.** Subcontractor agrees that if it expends an aggregate amount of \$750,000 or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subcontractor agrees to comply with the audit requirements of the Uniform Grants Guidance 2 C.F.R. 200, Subpart F, Audit Requirements. If findings are made which cover any part of this Subcontract, Subcontractor shall provide one (1) copy of the audit report to Contractor and require that the auditor shall not otherwise release its audit report until adjusting entries are disclosed and made to the Subcontractor's records.
 - E. **Grant Recovery.** The Contractor shall be entitled to recover from the Subcontractor any full or partial payment made under this Contract for: 1) any payments used for purposes not authorized, or performed outside the Subcontract; 2) any payments for services the Subcontractor is unable to provide; and 3) any payments for services the Subcontractor did not provide but was required to provide under the terms of this Subcontract.
 - F. **Monitoring.** Contractor shall monitor the Subcontractor on-site at least one (1) time every three (3) year period and during years in between conduct a desk audit by phone to assure compliance with federal requirements and performance goals. Monitoring reports should be completed within 60 days after the visit or phone call and copies of the report should be provided to the Subcontractor and the Agency. Any findings should be noted and required follow-up should be explained in detail. Any Subcontractor with significant findings should be placed on a Plan of Action, provided training and a follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within 60 days after the visit and copies of the report sent to the Subcontractor and the Agency. Any consistent noncompliance issues should be reported to the Agency as appropriate.
 - G. **Monthly Expenditure Report.** Subcontractor shall submit a monthly expenditure report detailing the current month expenses, year-to-date expenses, expenses for the grant term, and percent expended by line item, as approved and submitted in the Subcontractor application.
 - H. **Monthly Programmatic Report.** Subcontractor shall submit programmatic detail reports each month for the preceding month. These reports shall indicate the number of

unduplicated clients served for the current month during this grant term. This report will also include the total amount of clients served and services provided for the current month and year-to-date for the grant term. Youth (ages 12-18) and seniors (55+) should be reported by the number served during the month and the amount spent on their CSBG related activities and/or services.

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

7. **Responsibilities of Contractor.**

- A. **Consultation.** Consult with the Subcontractor, as necessary, regarding the requirements of this Subcontract.
- B. **Monitoring and Evaluation.** Monitor and evaluate the Subcontractor's compliance with the conditions set forth in the Subcontract.
- C. **Payment.** Process payments to the Subcontractor in accordance with Section 4 of this Subcontract.
- D. **Training and Technical Assistance.** Provide training and technical assistance as necessary.

8. **Special Provisions.**

- A. **Administration of Federal Funds.** Subcontractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200 *et seq.*; Subtitle B of Public Law 105-285, the "Community Services Block Grant Act"; C.F.R. Title 45, Part 96, Subpart I; the U.S. Department of Health and Human Services 2015 Poverty Guidelines; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Contractor.
- B. **Assumption of Risk.** Subcontractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. The Contractor shall notify the Subcontractor of any state or federal determination of noncompliance.
- C. **Conflicts of Interest.** Subcontractor shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to the Contractor or a disclosure which would adversely

affect the interests of the Contractor. Subcontractor shall notify Contractor of any potential or actual conflicts of interest arising during the course of the Subcontractor's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the Contract is terminated under this provision, the Subcontractor shall take steps to insure that the file, evidence, evaluation, and data are provided to Contractor or its designee. This does not prohibit or affect the Subcontractor's ability to engage in consultations, evaluations, or representations under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

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

- D. Construction Prohibitions.** Subcontractor agrees this Subcontract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.
- E. Drug-Free Workplace Requirement.** Subcontractor agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Subcontractor agrees to notify the Contractor if an employee is convicted of violating a criminal drug statute so the Contractor can notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.
- F. Environmental Policy Acts.** Subcontractor agrees all activities under this agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- G. Federal Program Funding Requirements.** Subcontractor agrees that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with CSBG funding to clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the program or project, and (3) percentage and dollar amount of the total costs of the program or project that will be financed by nongovernmental sources.
- H. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Subcontract may be terminated without penalty if a private entity that receives funds under this Subcontract:

- (i) Engages in severe forms of trafficking in persons during the period of time that the Subcontract is in effect;
 - (ii) Procures a commercial sex act during the period of time that the Subcontract is in effect; or
 - (iii) Uses forced labor in the performance of the Subcontract or subawards.
- I. **Kickbacks.** Subcontractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Subcontract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Subcontract. If Subcontractor breaches or violates this warranty, Contractor may, at its discretion, terminate this Subcontract without liability to Contractor, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- J. **Limitations on Lobbying Activities.** By signing this Subcontract, Subcontractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subcontractor or its subcontractors in connection with lobbying member(s) of Congress, or any other federal Contractor in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- K. **Monitoring Activities.** Contractor shall have the right to monitor all activities related to this Subcontract that are performed by Subcontractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Subcontract; and, to observe personnel in every phase of performance of the related work.
- L. **Nondiscrimination.** The Subcontractor 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 Subcontract. Federal law requires the Subcontractor to include all relevant special provisions of this Subcontract in every subcontract awarded over Ten Thousand Dollars (\$10,000.00) so that such provisions are binding on each subcontractor.
- M. **Non-Supplanting Certification.** Subcontractor hereby affirms that federal Subcontractor funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subcontractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Subcontract.
- N. **Program Income.** Subcontractor shall not deposit Subcontractor funds in an interest bearing account without prior approval of Contractor. Any income attributable to the

Subcontractor funds distributed under this Subcontract must be used to increase the scope of the program or returned to Contractor.

- O. Pro-Kids Act of 1994.** Subcontractor agrees to not permit smoking in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by CSBG or any other Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

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

- P. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Subcontractor and related to the services and work to be performed under this Subcontract, shall identify Wyoming Department of Health, Public Health Division and Sweetwater County as the sponsoring agencies and shall not be released without prior written approval of Contractor.
- Q. Purchase of American-Made Equipment.** Subcontractor agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American-made.
- R. Religious Activities.** The Subcontractor and any entity hired by the Subcontractor shall not use the CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.
- S. Suspension and Debarment.** By signing this Subcontract, Subcontractor 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 Subcontract suspended, debarred, or voluntarily excluded by any federal department or Contractor in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or 2 C.F.R. Part 180, or are on the debarred, or otherwise ineligible vendors lists maintained by the federal government. Further, Subcontractor agrees to notify Contractor by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Subcontract.

9. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Subcontract which are mutually agreed upon by the parties to this Subcontract shall be incorporated by written instrument, executed, and signed by all parties to this Subcontract.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Subcontract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Subcontract and the parties, and the venue shall be the Third Judicial District, Sweetwater County, Wyoming.
- C. **Assignment/Subcontract 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 Subcontract without the prior written consent of the other party. The Subcontractor shall not use this Subcontract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Contractor.
- D. **Audit/Access to Records.** The Contractor and its representatives shall have access to any books, documents, papers, electronic data and records of the Subcontractor which are pertinent to this Subcontract. The Subcontractor shall immediately, upon receiving written instruction from the Contractor, provide to any independent auditor or accountant all books, documents, papers, electronic data and records of the Subcontractor which are pertinent to this Subcontract. The Subcontractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Contractor.
- E. **Availability of Funds.** Each payment obligation of the Contractor is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Subcontract, the Subcontract may be terminated by the Contractor at the end of the period for which the funds are available. The Contractor shall notify the Subcontractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Contractor in the event this provision is exercised, and the Contractor shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Contractor to terminate this Subcontract to acquire similar services from another party.
- F. **Award of Related Contracts.** The Contractor may award supplemental or successor contracts for work related to this Subcontract. The Subcontractor shall cooperate fully with other contractors and the Contractor in all such cases.
- G. **Certificate of Good Standing.** Subcontractor shall provide to Contractor a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior and during performing work under this Subcontract, if

applicable.

- H. **Compliance with Laws.** The Subcontractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Subcontract.
- I. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Subcontractor in the performance of this Subcontract shall be kept confidential by the Subcontractor unless written permission is granted by the Wyoming Department of Health through the Contractor for its release. If and when Subcontractor receives a request for information subject to this Subcontract, Subcontractor shall notify Contractor within ten (10) days of such request and not release information to a third party unless directed to do so by Contractor.
- J. **Conflicting Language.** Contract language in this document shall have precedence and control over any conflicting language contained within Attachment A, the Statement of Work, or any other document incorporated by reference in this Contract. In case of conflict, any clarification must be mutually agreed upon in writing and will govern the contractual relationship between parties.
- K. **Entirety of Subcontract.** The parties recognize this Subcontract is subject to the Subcontractor's FFY 2016 CSBG Application and the FFY 2016 CSBG Wyoming CSBG State Management Plan, both of which can be located for review at the Contractor. This Subcontract, consisting of eleven (11) pages, and Attachment A, Statement of Work, consisting of one (1) page, represents the entire and integrated Subcontract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- L. **Ethics.** Subcontractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing Contractor's profession.
- M. **Extensions of Subcontract.** Nothing in this Subcontract shall be interpreted or deemed to create an expectation that this Subcontract will be extended beyond the term described herein.
- N. **Force Majeure.** Neither party shall be liable for failure to perform under this Subcontract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- O. **Indemnification.** Each party to this Contract shall assume the risk of any liability arising

from its own conduct. Neither party agrees to insure, defend or indemnify the other.

- P. Independent Contractor.** The Subcontractor shall function as an independent contractor for the purposes of this Subcontract and shall not be considered an employee of the Sweetwater County for any purpose. The Subcontractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Subcontractor in fulfilling the terms of this Subcontract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Subcontract. Nothing in this Subcontract shall be interpreted as authorizing the Subcontractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Contractor or to incur any obligation of any kind on the behalf of the State of Wyoming or the Contractor. The Subcontractor agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to the State of Wyoming employees will inure to the benefit of the Subcontractor or the Subcontractor's agents and/or employees as a result of this Subcontract.
- Q. Notices.** All notices arising out of, or from, the provisions of this Subcontract shall be in writing either by regular mail or delivery in person at the address provided under this Subcontract.
- R. Ownership and Destruction of Documents/Information.** The Wyoming Department of Health owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Subcontractor in the performance of this Subcontract. Upon termination of services, for any reason, Subcontractor agrees to return all such original and derivative information/documents to the Contractor in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of documents/information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Contractor's verified receipt of such documents/information, Subcontractor agrees to physically and electronically destroy any residual Contractor-owned data, regardless of format, and any other storage media or areas containing such information. Subcontractor agrees to provide written notice to Contractor confirming the destruction of any such residual Contractor-owned data.
- S. Prior Approval.** This Subcontract shall not be binding upon either party until this Subcontract has been reduced to writing, and approved as to form by the Sweetwater County Attorney's Office.
- T. Severability.** Should any portion of this Subcontract be judicially determined to be illegal or unenforceable, the remainder of the Subcontract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- U. Sovereign Immunity.** The Contractor, the Subcontractor and the State of Wyoming do not waive sovereign or governmental immunity by entering into this Subcontract and specifically retain all immunities and all defenses available to them pursuant to Wyoming Statute 1-39-104(a) and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Subcontract shall not be strictly construed, either against or for either party, except that any ambiguity as to

immunity shall be construed in favor of immunity.

- V. **Taxes.** The Subcontractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. **Termination of Subcontract.** This Subcontract may be terminated, without cause, by either party upon thirty (30) days written notice. This Subcontract may be terminated immediately for cause if the Subcontractor fails to perform in accordance with the terms and conditions of this Subcontract. If at any time during the performance of this Subcontract, in the opinion of the Contractor, the work is not progressing satisfactorily or within the terms of this Subcontract, then at the discretion of the Contractor and after written notice to the Subcontractor, the Contractor may terminate this Subcontract or any part of it. As of the termination date, the Subcontractor will be entitled to a pro rata payment for all work accomplished and accepted by the Contractor; however, the Subcontractor shall be liable to the Contractor for the entire cost of replacement services for the duration of the Subcontract.
- X. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Subcontract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Subcontract shall operate only between the parties to the Subcontract and shall inure solely to the benefit of the parties to this Subcontract. The provisions of this Subcontract are intended only to assist the parties determining and performing their obligations under this Subcontract.
- Y. **Time is of the Essence.** Time is of the essence in all provisions of this Subcontract.
- Z. **Titles Not Controlling.** Titles of sections and subsections are for reference only, and shall not be used to construe the language of this Subcontract.
- AA. **Waiver.** The waiver of any breach of any term or condition in this Subcontract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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

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

CONTRACTOR: SWEETWATER COUNTY

Wally J. Johnson, Chairman
Sweetwater County Commission

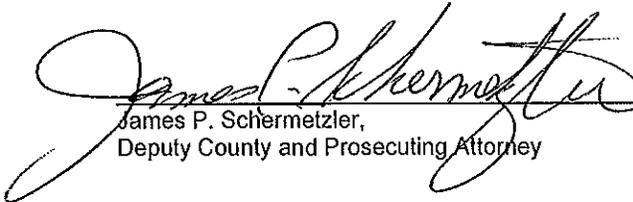
Date

ATTEST:

Dale Davis
Sweetwater County Clerk

Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM



James P. Schermetzler,
Deputy County and Prosecuting Attorney

9/29/15
Date

SUBCONTRACTOR: FOOD BANK OF SWEETWATER COUNTY

Name and Title

Date

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

General Description

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

Timeline and Deliverables

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

Program Name and Description	Estimated Clients to Be Served	Amount Funded	Grant End Date
Food Bank of Sweetwater County	1,460	\$16,109.00	9/30/2016
Provide food assistance.			

**FY 2016 COMMUNITY SERVICES BLOCK GRANT SUBCONTRACT
BETWEEN
SWEETWATER COUNTY AND
SWEETWATER COUNTY SCHOOL DISTRICT #1**

Amount: \$47,700.00

Period: Effective date through September 30, 2016

CFDA#: 93.569

Project ID: CSBG.SWT16.14

1. **Parties.** The parties to this Subcontract are Sweetwater County, referred to as "Contractor", whose address is 80 West Flaming Gorge Way, Suite 19, Green River, Wyoming, 82901 and the Sweetwater County School District #1, hereafter referred to as "Subcontractor", whose address is P.O. Box 1089, Rock Springs, WY 82902-1089. This Subcontract pertains to the Community Services Program.

The parties to this subcontract acknowledge that Contractor has a contract with the Wyoming Department of Health, Public Health Division (Agency), whereby the Agency provides funding which Contractor uses to reimburse for services provided by Subcontractor.

2. **Purpose.** This Subcontract pertains to the Community Services Block Grant (CSBG). The purpose of this Subcontract is to set forth the terms and conditions by which the Subcontractor shall provide services in Sweetwater County, Wyoming to assist low-income individuals and families to overcome the effects of poverty, and to support their progress toward greater self-sufficiency.
3. **Term of Subcontract and Required Approvals.** This Subcontract is effective when all parties have executed it, and all required approvals have been granted (Effective Date). The term of this Subcontract is from the Effective Date through September 30, 2016. All services shall be completed during this term.
4. **Payment.** The Contractor agrees to pay the Subcontractor for the services described in Attachment A, Statement of Work, which is attached to and made part of this Subcontract by this reference. The total payment under this Subcontract shall not exceed Forty-Seven Thousand Seven Hundred Dollars (\$47,700.00). Payment shall be made through the Sweetwater County Grants Department on Sweetwater County vouchers with an invoice(s) dated no more than two months prior to the date of the Sweetwater County voucher unless otherwise permitted in writing.

No payment shall be made for work performed before the date upon which the last required signature is affixed to this Subcontract.
5. **Source of Funding.** The source of funds for this Subcontract is the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Catalog of Federal Domestic Assistance (CFDA) No. 93.569, Project ID No. CSBG.SWT1614.

6. **Responsibilities of Subcontractor.** The Subcontractor agrees to:
- A. **Activities and Supportive Services.** Provide the activities and supportive services as described in Attachment A, Statement of Work, which is attached to and made a part of this Subcontract by this reference.
 - B. **Annual Report.** Collect, maintain, and compile federally required demographic, programmatic, and financial data and submit in compiled format the Information Systems (IS) Survey and National Performance Indicator (NPI) Reports to the Contractor no later than November 1, 2016.
 - C. **Eligibility Requirements.** Abide by the federal eligibility requirements of the program through an application process which requires proof of identification, residency, and, proof of income that indicates the applicant(s) is at or below 125% of the 2015 Federal Poverty Guidelines.
 - D. **Federal Audit Requirements.** Subcontractor agrees that if it expends an aggregate amount of \$750,000 or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subcontractor agrees to comply with the audit requirements of the Uniform Grants Guidance 2 C.F.R. 200, Subpart F, Audit Requirements. If findings are made which cover any part of this Subcontract, Subcontractor shall provide one (1) copy of the audit report to Contractor and require that the auditor shall not otherwise release its audit report until adjusting entries are disclosed and made to the Subcontractor's records.
 - E. **Grant Recovery.** The Contractor shall be entitled to recover from the Subcontractor any full or partial payment made under this Contract for: 1) any payments used for purposes not authorized, or performed outside the Subcontract; 2) any payments for services the Subcontractor is unable to provide; and 3) any payments for services the Subcontractor did not provide but was required to provide under the terms of this Subcontract.
 - F. **Monitoring.** Contractor shall monitor the Subcontractor on-site at least one (1) time every three (3) year period and during years in between conduct a desk audit by phone to assure compliance with federal requirements and performance goals. Monitoring reports should be completed within 60 days after the visit or phone call and copies of the report should be provided to the Subcontractor and the Agency. Any findings should be noted and required follow-up should be explained in detail. Any Subcontractor with significant findings should be placed on a Plan of Action, provided training and a follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within 60 days after the visit and copies of the report sent to the Subcontractor and the Agency. Any consistent noncompliance issues should be reported to the Agency as appropriate.
 - G. **Monthly Expenditure Report.** Subcontractor shall submit a monthly expenditure report detailing the current month expenses, year-to-date expenses, expenses for the grant term, and percent expended by line item, as approved and submitted in the Subcontractor application.
 - H. **Monthly Programmatic Report.** Subcontractor shall submit programmatic detail reports each month for the preceding month. These reports shall indicate the number of

unduplicated clients served for the current month during this grant term. This report will also include the total amount of clients served and services provided for the current month and year-to-date for the grant term. Youth (ages 12-18) and seniors (55+) should be reported by the number served during the month and the amount spent on their CSBG related activities and/or services.

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

7. **Responsibilities of Contractor.**

- A. **Consultation.** Consult with the Subcontractor, as necessary, regarding the requirements of this Subcontract.
- B. **Monitoring and Evaluation.** Monitor and evaluate the Subcontractor's compliance with the conditions set forth in the Subcontract.
- C. **Payment.** Process payments to the Subcontractor in accordance with Section 4 of this Subcontract.
- D. **Training and Technical Assistance.** Provide training and technical assistance as necessary.

8. **Special Provisions.**

- A. **Administration of Federal Funds.** Subcontractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200 *et seq.*; Subtitle B of Public Law 105-285, the "Community Services Block Grant Act"; C.F.R. Title 45, Part 96, Subpart I; the U.S. Department of Health and Human Services 2015 Poverty Guidelines; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Contractor.
- B. **Assumption of Risk.** Subcontractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. The Contractor shall notify the Subcontractor of any state or federal determination of noncompliance.
- C. **Conflicts of Interest.** Subcontractor shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to the Contractor or a disclosure which would adversely

affect the interests of the Contractor. Subcontractor shall notify Contractor of any potential or actual conflicts of interest arising during the course of the Subcontractor's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the Contract is terminated under this provision, the Subcontractor shall take steps to insure that the file, evidence, evaluation, and data are provided to Contractor or its designee. This does not prohibit or affect the Subcontractor's ability to engage in consultations, evaluations, or representations under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

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

- D. Construction Prohibitions.** Subcontractor agrees this Subcontract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.
- E. Drug-Free Workplace Requirement.** Subcontractor agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Subcontractor agrees to notify the Contractor if an employee is convicted of violating a criminal drug statute so the Contractor can notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.
- F. Environmental Policy Acts.** Subcontractor agrees all activities under this agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- G. Federal Program Funding Requirements.** Subcontractor agrees that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with CSBG funding to clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the program or project, and (3) percentage and dollar amount of the total costs of the program or project that will be financed by nongovernmental sources.
- H. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Subcontract may be terminated without penalty if a private entity that receives funds under this Subcontract:

- (i) Engages in severe forms of trafficking in persons during the period of time that the Subcontract is in effect;
 - (ii) Procures a commercial sex act during the period of time that the Subcontract is in effect; or
 - (iii) Uses forced labor in the performance of the Subcontract or subawards.
- I. **Kickbacks.** Subcontractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Subcontract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Subcontract. If Subcontractor breaches or violates this warranty, Contractor may, at its discretion, terminate this Subcontract without liability to Contractor, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- J. **Limitations on Lobbying Activities.** By signing this Subcontract, Subcontractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subcontractor or its subcontractors in connection with lobbying member(s) of Congress, or any other federal Contractor in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- K. **Monitoring Activities.** Contractor shall have the right to monitor all activities related to this Subcontract that are performed by Subcontractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Subcontract; and, to observe personnel in every phase of performance of the related work.
- L. **Nondiscrimination.** The Subcontractor 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 Subcontract. Federal law requires the Subcontractor to include all relevant special provisions of this Subcontract in every subcontract awarded over Ten Thousand Dollars (\$10,000.00) so that such provisions are binding on each subcontractor.
- M. **Non-Supplanting Certification.** Subcontractor hereby affirms that federal Subcontractor funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subcontractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Subcontract.
- N. **Program Income.** Subcontractor shall not deposit Subcontractor funds in an interest bearing account without prior approval of Contractor. Any income attributable to the

Subcontractor funds distributed under this Subcontract must be used to increase the scope of the program or returned to Contractor.

- O. Pro-Kids Act of 1994.** Subcontractor agrees to not permit smoking in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by CSBG or any other Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

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

- P. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Subcontractor and related to the services and work to be performed under this Subcontract, shall identify Wyoming Department of Health, Public Health Division and Sweetwater County as the sponsoring agencies and shall not be released without prior written approval of Contractor.
- Q. Purchase of American-Made Equipment.** Subcontractor agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American-made.
- R. Religious Activities.** The Subcontractor and any entity hired by the Subcontractor shall not use the CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.
- S. Suspension and Debarment.** By signing this Subcontract, Subcontractor 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 Subcontract suspended, debarred, or voluntarily excluded by any federal department or Contractor in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or 2 C.F.R. Part 180, or are on the debarred, or otherwise ineligible vendors lists maintained by the federal government. Further, Subcontractor agrees to notify Contractor by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Subcontract.

9. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Subcontract which are mutually agreed upon by the parties to this Subcontract shall be incorporated by written instrument, executed, and signed by all parties to this Subcontract.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Subcontract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Subcontract and the parties, and the venue shall be the Third Judicial District, Sweetwater County, Wyoming.
- C. **Assignment/Subcontract 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 Subcontract without the prior written consent of the other party. The Subcontractor shall not use this Subcontract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Contractor.
- D. **Audit/Access to Records.** The Contractor and its representatives shall have access to any books, documents, papers, electronic data and records of the Subcontractor which are pertinent to this Subcontract. The Subcontractor shall immediately, upon receiving written instruction from the Contractor, provide to any independent auditor or accountant all books, documents, papers, electronic data and records of the Subcontractor which are pertinent to this Subcontract. The Subcontractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Contractor.
- E. **Availability of Funds.** Each payment obligation of the Contractor is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Subcontract, the Subcontract may be terminated by the Contractor at the end of the period for which the funds are available. The Contractor shall notify the Subcontractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Contractor in the event this provision is exercised, and the Contractor shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Contractor to terminate this Subcontract to acquire similar services from another party.
- F. **Award of Related Contracts.** The Contractor may award supplemental or successor contracts for work related to this Subcontract. The Subcontractor shall cooperate fully with other contractors and the Contractor in all such cases.
- G. **Certificate of Good Standing.** Subcontractor shall provide to Contractor a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior and during performing work under this Subcontract, if

applicable.

- H. **Compliance with Laws.** The Subcontractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Subcontract.
- I. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Subcontractor in the performance of this Subcontract shall be kept confidential by the Subcontractor unless written permission is granted by the Wyoming Department of Health through the Contractor for its release. If and when Subcontractor receives a request for information subject to this Subcontract, Subcontractor shall notify Contractor within ten (10) days of such request and not release information to a third party unless directed to do so by Contractor.
- J. **Conflicting Language.** Contract language in this document shall have precedence and control over any conflicting language contained within Attachment A, the Statement of Work, or any other document incorporated by reference in this Contract. In case of conflict, any clarification must be mutually agreed upon in writing and will govern the contractual relationship between parties.
- K. **Entirety of Subcontract.** The parties recognize this Subcontract is subject to the Subcontractor's FFY 2016 CSBG Application and the FFY 2016 CSBG Wyoming CSBG State Management Plan, both of which can be located for review at the Contractor. This Subcontract, consisting of eleven (11) pages, and Attachment A, Statement of Work, consisting of one (1) page, represents the entire and integrated Subcontract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- L. **Ethics.** Subcontractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing Contractor's profession.
- M. **Extensions of Subcontract.** Nothing in this Subcontract shall be interpreted or deemed to create an expectation that this Subcontract will be extended beyond the term described herein.
- N. **Force Majeure.** Neither party shall be liable for failure to perform under this Subcontract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- O. **Indemnification.** Each party to this Contract shall assume the risk of any liability arising

from its own conduct. Neither party agrees to insure, defend or indemnify the other.

- P. Independent Contractor.** The Subcontractor shall function as an independent contractor for the purposes of this Subcontract and shall not be considered an employee of the Sweetwater County for any purpose. The Subcontractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Subcontractor in fulfilling the terms of this Subcontract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Subcontract. Nothing in this Subcontract shall be interpreted as authorizing the Subcontractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Contractor or to incur any obligation of any kind on the behalf of the State of Wyoming or the Contractor. The Subcontractor agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to the State of Wyoming employees will inure to the benefit of the Subcontractor or the Subcontractor's agents and/or employees as a result of this Subcontract.
- Q. Notices.** All notices arising out of, or from, the provisions of this Subcontract shall be in writing either by regular mail or delivery in person at the address provided under this Subcontract.
- R. Ownership and Destruction of Documents/Information.** The Wyoming Department of Health owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Subcontractor in the performance of this Subcontract. Upon termination of services, for any reason, Subcontractor agrees to return all such original and derivative information/documents to the Contractor in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of documents/information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Contractor's verified receipt of such documents/information, Subcontractor agrees to physically and electronically destroy any residual Contractor-owned data, regardless of format, and any other storage media or areas containing such information. Subcontractor agrees to provide written notice to Contractor confirming the destruction of any such residual Contractor-owned data.
- S. Prior Approval.** This Subcontract shall not be binding upon either party until this Subcontract has been reduced to writing, and approved as to form by the Sweetwater County Attorney's Office.
- T. Severability.** Should any portion of this Subcontract be judicially determined to be illegal or unenforceable, the remainder of the Subcontract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- U. Sovereign Immunity.** The Contractor, the Subcontractor and the State of Wyoming do not waive sovereign or governmental immunity by entering into this Subcontract and specifically retain all immunities and all defenses available to them pursuant to Wyoming Statute 1-39-104(a) and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Subcontract shall not be strictly construed, either against or for either party, except that any ambiguity as to

immunity shall be construed in favor of immunity.

- V. **Taxes.** The Subcontractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. **Termination of Subcontract.** This Subcontract may be terminated, without cause, by either party upon thirty (30) days written notice. This Subcontract may be terminated immediately for cause if the Subcontractor fails to perform in accordance with the terms and conditions of this Subcontract. If at any time during the performance of this Subcontract, in the opinion of the Contractor, the work is not progressing satisfactorily or within the terms of this Subcontract, then at the discretion of the Contractor and after written notice to the Subcontractor, the Contractor may terminate this Subcontract or any part of it. As of the termination date, the Subcontractor will be entitled to a pro rata payment for all work accomplished and accepted by the Contractor; however, the Subcontractor shall be liable to the Contractor for the entire cost of replacement services for the duration of the Subcontract.
- X. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Subcontract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Subcontract shall operate only between the parties to the Subcontract and shall inure solely to the benefit of the parties to this Subcontract. The provisions of this Subcontract are intended only to assist the parties determining and performing their obligations under this Subcontract.
- Y. **Time is of the Essence.** Time is of the essence in all provisions of this Subcontract.
- Z. **Titles Not Controlling.** Titles of sections and subsections are for reference only, and shall not be used to construe the language of this Subcontract.
- AA. **Waiver.** The waiver of any breach of any term or condition in this Subcontract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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

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

CONTRACTOR: SWEETWATER COUNTY

Wally J. Johnson, Chairman
Sweetwater County Commission

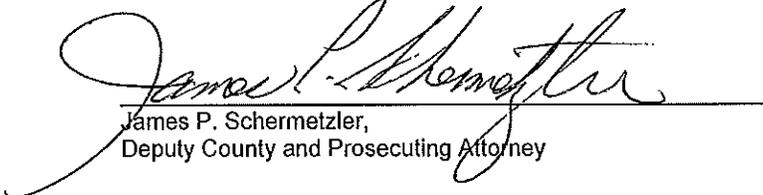
Date

ATTEST:

Dale Davis
Sweetwater County Clerk

Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM



James P. Schermetzler,
Deputy County and Prosecuting Attorney

9-29-15

Date

SUBCONTRACTOR: SWEETWATER COUNTY SCHOOL DISTRICT #1

Name and Title

Date

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

General Description

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

Timeline and Deliverables

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

Program Name and Description	Estimated Clients to Be Served	Amount Funded	Grant End Date
Sweetwater County School District #1	60	\$47,700.00	9/30/2016
Provide comprehensive case management to parents through a Head Start Family Advocate.			

**FY 2016 COMMUNITY SERVICES BLOCK GRANT SUBCONTRACT
BETWEEN
SWEETWATER COUNTY AND
YOUNG AT HEART CENTER**

Amount: \$14,640.00 Early Learning Center
Amount: \$27,000.00 Home Services
Amount: \$16,000.00 Nutrition
Period: Effective date through September 30, 2016
CFDA#: 93.569
Project ID: CSBG.SWT16.14

1. **Parties.** The parties to this Subcontract are Sweetwater County, referred to as "Contractor", whose address is 80 West Flaming Gorge Way, Suite 19, Green River, Wyoming, 82901 and the Young At Heart Center, hereafter referred to as "Subcontractor", whose address is 2400 Reagan Avenue, Rock Springs, WY 82901. This Subcontract pertains to the Community Services Program.

The parties to this Subcontract acknowledge that Contractor has a Contract with the Wyoming Department of Health, Public Health Division (Agency), whereby the Agency provides funding which Contractor uses to reimburse for services provided by Subcontractor.

2. **Purpose.** This Subcontract pertains to the Community Services Block Grant (CSBG). The purpose of this Subcontract is to set forth the terms and conditions by which the Subcontractor shall provide services in Sweetwater County, Wyoming to assist low-income individuals and families to overcome the effects of poverty, and to support their progress toward greater self-sufficiency.
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4. **Payment.** The Contractor agrees to pay the Subcontractor for the services described in Attachment A, Statement of Work, which is attached to and made part of this Subcontract by this reference. The total payment under this Subcontract shall not exceed Fifty-Seven Thousand Six Hundred Forty Dollars (\$57,640.00). Payment shall be made through the Sweetwater County Grants Department on Sweetwater County vouchers with an invoice(s) dated no more than two months prior to the date of the Sweetwater County voucher unless otherwise permitted in writing.

No payment shall be made for work performed before the date upon which the last required signature is affixed to this Subcontract.

5. **Source of Funding.** The source of funds for this Subcontract is the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Catalog of Federal Domestic Assistance (CFDA) No. 93.569, Project ID No. CSBG.SWT1614.

6. **Responsibilities of Subcontractor.** The Subcontractor agrees to:
- A. **Activities and Supportive Services.** Provide the activities and supportive services as described in Attachment A, Statement of Work, which is attached to and made a part of this Subcontract by this reference.
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 - D. **Federal Audit Requirements.** Subcontractor agrees that if it expends an aggregate amount of \$750,000 or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subcontractor agrees to comply with the audit requirements of the Uniform Grants Guidance 2 C.F.R. 200, Subpart F, Audit Requirements. If findings are made which cover any part of this Subcontract, Subcontractor shall provide one (1) copy of the audit report to Contractor and require that the auditor shall not otherwise release its audit report until adjusting entries are disclosed and made to the Subcontractor's records.
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 - F. **Monitoring.** Contractor shall monitor the Subcontractor on-site at least one (1) time every three (3) year period and during years in between conduct a desk audit by phone to assure compliance with federal requirements and performance goals. Monitoring reports should be completed within 60 days after the visit or phone call and copies of the report should be provided to the Subcontractor and the Agency. Any findings should be noted and required follow-up should be explained in detail. Any Subcontractor with significant findings should be placed on a Plan of Action, provided training and a follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within 60 days after the visit and copies of the report sent to the Subcontractor and the Agency. Any consistent noncompliance issues should be reported to the Agency as appropriate.
 - G. **Monthly Expenditure Report.** Subcontractor shall submit a monthly expenditure report detailing the current month expenses, year-to-date expenses, expenses for the grant term, and percent expended by line item, as approved and submitted in the Subcontractor application.
 - H. **Monthly Programmatic Report.** Subcontractor shall submit programmatic detail reports each month for the preceding month. These reports shall indicate the number of

unduplicated clients served for the current month during this grant term. This report will also include the total amount of clients served and services provided for the current month and year-to-date for the grant term. Youth (ages 12-18) and seniors (55+) should be reported by the number served during the month and the amount spent on their CSBG related activities and/or services.

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

7. **Responsibilities of Contractor.**

- A. **Consultation.** Consult with the Subcontractor, as necessary, regarding the requirements of this Subcontract.
- B. **Monitoring and Evaluation.** Monitor and evaluate the Subcontractor's compliance with the conditions set forth in the Subcontract.
- C. **Payment.** Process payments to the Subcontractor in accordance with Section 4 of this Subcontract.
- D. **Training and Technical Assistance.** Provide training and technical assistance as necessary.

8. **Special Provisions.**

- A. **Administration of Federal Funds.** Subcontractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200 *et seq.*; Subtitle B of Public Law 105-285, the "Community Services Block Grant Act"; C.F.R. Title 45, Part 96, Subpart I; the U.S. Department of Health and Human Services 2015 Poverty Guidelines; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Contractor.
- B. **Assumption of Risk.** Subcontractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. The Contractor shall notify the Subcontractor of any state or federal determination of noncompliance.
- C. **Conflicts of Interest.** Subcontractor shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to the Contractor or a disclosure which would adversely

affect the interests of the Contractor. Subcontractor shall notify Contractor of any potential or actual conflicts of interest arising during the course of the Subcontractor's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the Contract is terminated under this provision, the Subcontractor shall take steps to insure that the file, evidence, evaluation, and data are provided to Contractor or its designee. This does not prohibit or affect the Subcontractor's ability to engage in consultations, evaluations, or representations under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

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

- D. Construction Prohibitions.** Subcontractor agrees this Subcontract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.
- E. Drug-Free Workplace Requirement.** Subcontractor agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Subcontractor agrees to notify the Contractor if an employee is convicted of violating a criminal drug statute so the Contractor can notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.
- F. Environmental Policy Acts.** Subcontractor agrees all activities under this agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- G. Federal Program Funding Requirements.** Subcontractor agrees that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with CSBG funding to clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the program or project, and (3) percentage and dollar amount of the total costs of the program or project that will be financed by nongovernmental sources.
- H. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Subcontract may be terminated without penalty if a private entity that receives funds under this Subcontract:

- (i) Engages in severe forms of trafficking in persons during the period of time that the Subcontract is in effect;
 - (ii) Procures a commercial sex act during the period of time that the Subcontract is in effect; or
 - (iii) Uses forced labor in the performance of the Subcontract or subawards.
- I. **Kickbacks.** Subcontractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Subcontract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Subcontract. If Subcontractor breaches or violates this warranty, Contractor may, at its discretion, terminate this Subcontract without liability to Contractor, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- J. **Limitations on Lobbying Activities.** By signing this Subcontract, Subcontractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subcontractor or its subcontractors in connection with lobbying member(s) of Congress, or any other federal Contractor in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- K. **Monitoring Activities.** Contractor shall have the right to monitor all activities related to this Subcontract that are performed by Subcontractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Subcontract; and, to observe personnel in every phase of performance of the related work.
- L. **Nondiscrimination.** The Subcontractor 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 Subcontract. Federal law requires the Subcontractor to include all relevant special provisions of this Subcontract in every subcontract awarded over Ten Thousand Dollars (\$10,000.00) so that such provisions are binding on each subcontractor.
- M. **Non-Supplanting Certification.** Subcontractor hereby affirms that federal Subcontractor funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subcontractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Subcontract.
- N. **Program Income.** Subcontractor shall not deposit Subcontractor funds in an interest bearing account without prior approval of Contractor. Any income attributable to the

Subcontractor funds distributed under this Subcontract must be used to increase the scope of the program or returned to Contractor.

- O. Pro-Kids Act of 1994.** Subcontractor agrees to not permit smoking in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by CSBG or any other Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

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

- P. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Subcontractor and related to the services and work to be performed under this Subcontract, shall identify Wyoming Department of Health, Public Health Division and Sweetwater County as the sponsoring agencies and shall not be released without prior written approval of Contractor.
- Q. Purchase of American-Made Equipment.** Subcontractor agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American-made.
- R. Religious Activities.** The Subcontractor and any entity hired by the Subcontractor shall not use the CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.
- S. Suspension and Debarment.** By signing this Subcontract, Subcontractor 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 Subcontract suspended, debarred, or voluntarily excluded by any federal department or Contractor in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or 2 C.F.R. Part 180, or are on the debarred, or otherwise ineligible vendors lists maintained by the federal government. Further, Subcontractor agrees to notify Contractor by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Subcontract.

9. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Subcontract which are mutually agreed upon by the parties to this Subcontract shall be incorporated by written instrument, executed, and signed by all parties to this Subcontract.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Subcontract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Subcontract and the parties, and the venue shall be the Third Judicial District, Sweetwater County, Wyoming.
- C. **Assignment/Subcontract 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 Subcontract without the prior written consent of the other party. The Subcontractor shall not use this Subcontract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Contractor.
- D. **Audit/Access to Records.** The Contractor and its representatives shall have access to any books, documents, papers, electronic data and records of the Subcontractor which are pertinent to this Subcontract. The Subcontractor shall immediately, upon receiving written instruction from the Contractor, provide to any independent auditor or accountant all books, documents, papers, electronic data and records of the Subcontractor which are pertinent to this Subcontract. The Subcontractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Contractor.
- E. **Availability of Funds.** Each payment obligation of the Contractor is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Subcontract, the Subcontract may be terminated by the Contractor at the end of the period for which the funds are available. The Contractor shall notify the Subcontractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Contractor in the event this provision is exercised, and the Contractor shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Contractor to terminate this Subcontract to acquire similar services from another party.
- F. **Award of Related Contracts.** The Contractor may award supplemental or successor contracts for work related to this Subcontract. The Subcontractor shall cooperate fully with other contractors and the Contractor in all such cases.
- G. **Certificate of Good Standing.** Subcontractor shall provide to Contractor a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior and during performing work under this Subcontract, if

applicable.

- H. **Compliance with Laws.** The Subcontractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Subcontract.
- I. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Subcontractor in the performance of this Subcontract shall be kept confidential by the Subcontractor unless written permission is granted by the Wyoming Department of Health through the Contractor for its release. If and when Subcontractor receives a request for information subject to this Subcontract, Subcontractor shall notify Contractor within ten (10) days of such request and not release information to a third party unless directed to do so by Contractor.
- J. **Conflicting Language.** Contract language in this document shall have precedence and control over any conflicting language contained within Attachment A, the Statement of Work, or any other document incorporated by reference in this Contract. In case of conflict, any clarification must be mutually agreed upon in writing and will govern the contractual relationship between parties.
- K. **Entirety of Subcontract.** The parties recognize this Subcontract is subject to the Subcontractor's FFY 2016 CSBG Application and the FFY 2016 CSBG Wyoming CSBG State Management Plan, both of which can be located for review at the Contractor. This Subcontract, consisting of eleven (11) pages, and Attachment A, Statement of Work, consisting of one (1) page, represents the entire and integrated Subcontract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- L. **Ethics.** Subcontractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing Contractor's profession.
- M. **Extensions of Subcontract.** Nothing in this Subcontract shall be interpreted or deemed to create an expectation that this Subcontract will be extended beyond the term described herein.
- N. **Force Majeure.** Neither party shall be liable for failure to perform under this Subcontract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- O. **Indemnification.** Each party to this Contract shall assume the risk of any liability arising

from its own conduct. Neither party agrees to insure, defend or indemnify the other.

- P. Independent Contractor.** The Subcontractor shall function as an independent contractor for the purposes of this Subcontract and shall not be considered an employee of the Sweetwater County for any purpose. The Subcontractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Subcontractor in fulfilling the terms of this Subcontract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Subcontract. Nothing in this Subcontract shall be interpreted as authorizing the Subcontractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Contractor or to incur any obligation of any kind on the behalf of the State of Wyoming or the Contractor. The Subcontractor agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to the State of Wyoming employees will inure to the benefit of the Subcontractor or the Subcontractor's agents and/or employees as a result of this Subcontract.
- Q. Notices.** All notices arising out of, or from, the provisions of this Subcontract shall be in writing either by regular mail or delivery in person at the address provided under this Subcontract.
- R. Ownership and Destruction of Documents/Information.** The Wyoming Department of Health owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Subcontractor in the performance of this Subcontract. Upon termination of services, for any reason, Subcontractor agrees to return all such original and derivative information/documents to the Contractor in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of documents/information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Contractor's verified receipt of such documents/information, Subcontractor agrees to physically and electronically destroy any residual Contractor-owned data, regardless of format, and any other storage media or areas containing such information. Subcontractor agrees to provide written notice to Contractor confirming the destruction of any such residual Contractor-owned data.
- S. Prior Approval.** This Subcontract shall not be binding upon either party until this Subcontract has been reduced to writing, and approved as to form by the Sweetwater County Attorney's Office.
- T. Severability.** Should any portion of this Subcontract be judicially determined to be illegal or unenforceable, the remainder of the Subcontract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- U. Sovereign Immunity.** The Contractor, the Subcontractor and the State of Wyoming do not waive sovereign or governmental immunity by entering into this Subcontract and specifically retain all immunities and all defenses available to them pursuant to Wyoming Statute 1-39-104(a) and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Subcontract shall not be strictly construed, either against or for either party, except that any ambiguity as to

immunity shall be construed in favor of immunity.

- V. **Taxes.** The Subcontractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. **Termination of Subcontract.** This Subcontract may be terminated, without cause, by either party upon thirty (30) days written notice. This Subcontract may be terminated immediately for cause if the Subcontractor fails to perform in accordance with the terms and conditions of this Subcontract. If at any time during the performance of this Subcontract, in the opinion of the Contractor, the work is not progressing satisfactorily or within the terms of this Subcontract, then at the discretion of the Contractor and after written notice to the Subcontractor, the Contractor may terminate this Subcontract or any part of it. As of the termination date, the Subcontractor will be entitled to a pro rata payment for all work accomplished and accepted by the Contractor; however, the Subcontractor shall be liable to the Contractor for the entire cost of replacement services for the duration of the Subcontract.
- X. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Subcontract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Subcontract shall operate only between the parties to the Subcontract and shall inure solely to the benefit of the parties to this Subcontract. The provisions of this Subcontract are intended only to assist the parties determining and performing their obligations under this Subcontract.
- Y. **Time is of the Essence.** Time is of the essence in all provisions of this Subcontract.
- Z. **Titles Not Controlling.** Titles of sections and subsections are for reference only, and shall not be used to construe the language of this Subcontract.
- AA. **Waiver.** The waiver of any breach of any term or condition in this Subcontract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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

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

CONTRACTOR: SWEETWATER COUNTY

Wally J. Johnson, Chairman
Sweetwater County Commission

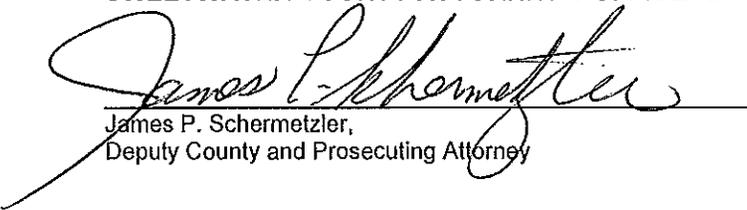
Date

ATTEST:

Dale Davis
Sweetwater County Clerk

Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM



James P. Schermetzler,
Deputy County and Prosecuting Attorney

9-28-15

Date

SUBCONTRACTOR: YOUNG AT HEART CENTER

Name and Title

Date

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

General Description

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

Timeline and Deliverables

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

Program Name and Description	Estimated Clients to Be Served	Amount Funded	Grant End Date
Young At Heart Center – Early Learning Center	51	\$14,640.00	9/30/2016
Provide childcare services while parents are working, seeking employment, or attending school.			
Young At Heart Center – Home Services	35	\$27,000.00	9/30/2016
Provide homemaker services to elderly and disabled individuals.			
Young At Heart Center - Nutrition	15	\$16,000.00	9/30/2016
Provide meals and special diet food to senior citizens and disabled individuals.			

**FY 2016 COMMUNITY SERVICES BLOCK GRANT SUBCONTRACT
BETWEEN
SWEETWATER COUNTY AND
YWCA OF SWEETWATER COUNTY**

Amount: \$5,000.00 Budget Classes
Amount: \$15,000.00 Early Care & Learning Center
Amount: \$10,575.00 Support & Safe House
Period: Effective date through September 30, 2016
CFDA#: 93.569
Project ID: CSBG.SWT16.14

1. **Parties.** The parties to this Subcontract are Sweetwater County, referred to as "Contractor", whose address is 80 West Flaming Gorge Way, Suite 19, Green River, Wyoming, 82901 and the YWCA of Sweetwater County, hereafter referred to as "Subcontractor", whose address is P.O. Box 1667, Rock Springs, WY 82902. This Subcontract pertains to the Community Services Program.

The parties to this Subcontract acknowledge that Contractor has a Contract with the Wyoming Department of Health, Public Health Division (Agency), whereby the Agency provides funding which Contractor uses to reimburse for services provided by Subcontractor.

2. **Purpose.** This Subcontract pertains to the Community Services Block Grant (CSBG). The purpose of this Subcontract is to set forth the terms and conditions by which the Subcontractor shall provide services in Sweetwater County, Wyoming to assist low-income individuals and families to overcome the effects of poverty, and to support their progress toward greater self-sufficiency.

3. **Term of Subcontract and Required Approvals.** This Subcontract is effective when all parties have executed it, and all required approvals have been granted (Effective Date). The term of this Subcontract is from the Effective Date through September 30, 2016. All services shall be completed during this term.

4. **Payment.** The Contractor agrees to pay the Subcontractor for the services described in Attachment A, Statement of Work, which is attached to and made part of this Subcontract by this reference. The total payment under this Subcontract shall not exceed Thirty Thousand Five Hundred Seventy-Five Dollars (\$30,575.00). Payment shall be made through the Sweetwater County Grants Department on Sweetwater County vouchers with an invoice(s) dated no more than two months prior to the date of the Sweetwater County voucher unless otherwise permitted in writing.

No payment shall be made for work performed before the date upon which the last required signature is affixed to this Subcontract.

5. **Source of Funding.** The source of funds for this Subcontract is the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Catalog of Federal Domestic Assistance (CFDA) No. 93.569, Project ID No. CSBG.SWT1614.

6. **Responsibilities of Subcontractor.** The Subcontractor agrees to:
- A. **Activities and Supportive Services.** Provide the activities and supportive services as described in Attachment A, Statement of Work, which is attached to and made a part of this Subcontract by this reference.
 - B. **Annual Report.** Collect, maintain, and compile federally required demographic, programmatic, and financial data and submit in compiled format the Information Systems (IS) Survey and National Performance Indicator (NPI) Reports to the Contractor no later than November 1, 2016.
 - C. **Eligibility Requirements.** Abide by the federal eligibility requirements of the program through an application process which requires proof of identification, residency, and, proof of income that indicates the applicant(s) is at or below 125% of the 2015 Federal Poverty Guidelines.
 - D. **Federal Audit Requirements.** Subcontractor agrees that if it expends an aggregate amount of \$750,000 or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subcontractor agrees to comply with the audit requirements of the Uniform Grants Guidance 2 C.F.R. 200, Subpart F, Audit Requirements. If findings are made which cover any part of this Subcontract, Subcontractor shall provide one (1) copy of the audit report to Contractor and require that the auditor shall not otherwise release its audit report until adjusting entries are disclosed and made to the Subcontractor's records.
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 - F. **Monitoring.** Contractor shall monitor the Subcontractor on-site at least one (1) time every three (3) year period and during years in between conduct a desk audit by phone to assure compliance with federal requirements and performance goals. Monitoring reports should be completed within 60 days after the visit or phone call and copies of the report should be provided to the Subcontractor and the Agency. Any findings should be noted and required follow-up should be explained in detail. Any Subcontractor with significant findings should be placed on a Plan of Action, provided training and a follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within 60 days after the visit and copies of the report sent to the Subcontractor and the Agency. Any consistent noncompliance issues should be reported to the Agency as appropriate.
 - G. **Monthly Expenditure Report.** Subcontractor shall submit a monthly expenditure report detailing the current month expenses, year-to-date expenses, expenses for the grant term, and percent expended by line item, as approved and submitted in the Subcontractor application.
 - H. **Monthly Programmatic Report.** Subcontractor shall submit programmatic detail reports each month for the preceding month. These reports shall indicate the number of

unduplicated clients served for the current month during this grant term. This report will also include the total amount of clients served and services provided for the current month and year-to-date for the grant term. Youth (ages 12-18) and seniors (55+) should be reported by the number served during the month and the amount spent on their CSBG related activities and/or services.

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

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8. **Special Provisions.**

- A. **Administration of Federal Funds.** Subcontractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200 *et seq.*; Subtitle B of Public Law 105-285, the "Community Services Block Grant Act"; C.F.R. Title 45, Part 96, Subpart I; the U.S. Department of Health and Human Services 2015 Poverty Guidelines; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Contractor.
- B. **Assumption of Risk.** Subcontractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. The Contractor shall notify the Subcontractor of any state or federal determination of noncompliance.
- C. **Conflicts of Interest.** Subcontractor shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to the Contractor or a disclosure which would adversely

affect the interests of the Contractor. Subcontractor shall notify Contractor of any potential or actual conflicts of interest arising during the course of the Subcontractor's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the Contract is terminated under this provision, the Subcontractor shall take steps to insure that the file, evidence, evaluation, and data are provided to Contractor or its designee. This does not prohibit or affect the Subcontractor's ability to engage in consultations, evaluations, or representations under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

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

- D. Construction Prohibitions.** Subcontractor agrees this Subcontract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.
- E. Drug-Free Workplace Requirement.** Subcontractor agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Subcontractor agrees to notify the Contractor if an employee is convicted of violating a criminal drug statute so the Contractor can notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.
- F. Environmental Policy Acts.** Subcontractor agrees all activities under this agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- G. Federal Program Funding Requirements.** Subcontractor agrees that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with CSBG funding to clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the program or project, and (3) percentage and dollar amount of the total costs of the program or project that will be financed by nongovernmental sources.
- H. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Subcontract may be terminated without penalty if a private entity that receives funds under this Subcontract:

- (i) Engages in severe forms of trafficking in persons during the period of time that the Subcontract is in effect;
 - (ii) Procures a commercial sex act during the period of time that the Subcontract is in effect; or
 - (iii) Uses forced labor in the performance of the Subcontract or subawards.
- I. **Kickbacks.** Subcontractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Subcontract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Subcontract. If Subcontractor breaches or violates this warranty, Contractor may, at its discretion, terminate this Subcontract without liability to Contractor, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- J. **Limitations on Lobbying Activities.** By signing this Subcontract, Subcontractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subcontractor or its subcontractors in connection with lobbying member(s) of Congress, or any other federal Contractor in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- K. **Monitoring Activities.** Contractor shall have the right to monitor all activities related to this Subcontract that are performed by Subcontractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Subcontract; and, to observe personnel in every phase of performance of the related work.
- L. **Nondiscrimination.** The Subcontractor 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 Subcontract. Federal law requires the Subcontractor to include all relevant special provisions of this Subcontract in every subcontract awarded over Ten Thousand Dollars (\$10,000.00) so that such provisions are binding on each subcontractor.
- M. **Non-Supplanting Certification.** Subcontractor hereby affirms that federal Subcontractor funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subcontractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Subcontract.
- N. **Program Income.** Subcontractor shall not deposit Subcontractor funds in an interest bearing account without prior approval of Contractor. Any income attributable to the

Subcontractor funds distributed under this Subcontract must be used to increase the scope of the program or returned to Contractor.

- O. Pro-Kids Act of 1994.** Subcontractor agrees to not permit smoking in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by CSBG or any other Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

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

- P. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Subcontractor and related to the services and work to be performed under this Subcontract, shall identify Wyoming Department of Health, Public Health Division and Sweetwater County as the sponsoring agencies and shall not be released without prior written approval of Contractor.
- Q. Purchase of American-Made Equipment.** Subcontractor agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American-made.
- R. Religious Activities.** The Subcontractor and any entity hired by the Subcontractor shall not use the CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.
- S. Suspension and Debarment.** By signing this Subcontract, Subcontractor 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 Subcontract suspended, debarred, or voluntarily excluded by any federal department or Contractor in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or 2 C.F.R. Part 180, or are on the debarred, or otherwise ineligible vendors lists maintained by the federal government. Further, Subcontractor agrees to notify Contractor by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Subcontract.

9. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Subcontract which are mutually agreed upon by the parties to this Subcontract shall be incorporated by written instrument, executed, and signed by all parties to this Subcontract.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Subcontract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Subcontract and the parties, and the venue shall be the Third Judicial District, Sweetwater County, Wyoming.
- C. **Assignment/Subcontract 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 Subcontract without the prior written consent of the other party. The Subcontractor shall not use this Subcontract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Contractor.
- D. **Audit/Access to Records.** The Contractor and its representatives shall have access to any books, documents, papers, electronic data and records of the Subcontractor which are pertinent to this Subcontract. The Subcontractor shall immediately, upon receiving written instruction from the Contractor, provide to any independent auditor or accountant all books, documents, papers, electronic data and records of the Subcontractor which are pertinent to this Subcontract. The Subcontractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Contractor.
- E. **Availability of Funds.** Each payment obligation of the Contractor is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Subcontract, the Subcontract may be terminated by the Contractor at the end of the period for which the funds are available. The Contractor shall notify the Subcontractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Contractor in the event this provision is exercised, and the Contractor shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Contractor to terminate this Subcontract to acquire similar services from another party.
- F. **Award of Related Contracts.** The Contractor may award supplemental or successor contracts for work related to this Subcontract. The Subcontractor shall cooperate fully with other contractors and the Contractor in all such cases.
- G. **Certificate of Good Standing.** Subcontractor shall provide to Contractor a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior and during performing work under this Subcontract, if

applicable.

- H. **Compliance with Laws.** The Subcontractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Subcontract.
- I. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Subcontractor in the performance of this Subcontract shall be kept confidential by the Subcontractor unless written permission is granted by the Wyoming Department of Health through the Contractor for its release. If and when Subcontractor receives a request for information subject to this Subcontract, Subcontractor shall notify Contractor within ten (10) days of such request and not release information to a third party unless directed to do so by Contractor.
- J. **Conflicting Language.** Contract language in this document shall have precedence and control over any conflicting language contained within Attachment A, the Statement of Work, or any other document incorporated by reference in this Contract. In case of conflict, any clarification must be mutually agreed upon in writing and will govern the contractual relationship between parties.
- K. **Entirety of Subcontract.** The parties recognize this Subcontract is subject to the Subcontractor's FFY 2016 CSBG Application and the FFY 2016 CSBG Wyoming CSBG State Management Plan, both of which can be located for review at the Contractor. This Subcontract, consisting of eleven (11) pages, and Attachment A, Statement of Work, consisting of one (1) page, represents the entire and integrated Subcontract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- L. **Ethics.** Subcontractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing Contractor's profession.
- M. **Extensions of Subcontract.** Nothing in this Subcontract shall be interpreted or deemed to create an expectation that this Subcontract will be extended beyond the term described herein.
- N. **Force Majeure.** Neither party shall be liable for failure to perform under this Subcontract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- O. **Indemnification.** Each party to this Contract shall assume the risk of any liability arising

from its own conduct. Neither party agrees to insure, defend or indemnify the other.

- P. Independent Contractor.** The Subcontractor shall function as an independent contractor for the purposes of this Subcontract and shall not be considered an employee of the Sweetwater County for any purpose. The Subcontractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Subcontractor in fulfilling the terms of this Subcontract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Subcontract. Nothing in this Subcontract shall be interpreted as authorizing the Subcontractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Contractor or to incur any obligation of any kind on the behalf of the State of Wyoming or the Contractor. The Subcontractor agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to the State of Wyoming employees will inure to the benefit of the Subcontractor or the Subcontractor's agents and/or employees as a result of this Subcontract.
- Q. Notices.** All notices arising out of, or from, the provisions of this Subcontract shall be in writing either by regular mail or delivery in person at the address provided under this Subcontract.
- R. Ownership and Destruction of Documents/Information.** The Wyoming Department of Health owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Subcontractor in the performance of this Subcontract. Upon termination of services, for any reason, Subcontractor agrees to return all such original and derivative information/documents to the Contractor in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of documents/information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Contractor's verified receipt of such documents/information, Subcontractor agrees to physically and electronically destroy any residual Contractor-owned data, regardless of format, and any other storage media or areas containing such information. Subcontractor agrees to provide written notice to Contractor confirming the destruction of any such residual Contractor-owned data.
- S. Prior Approval.** This Subcontract shall not be binding upon either party until this Subcontract has been reduced to writing, and approved as to form by the Sweetwater County Attorney's Office.
- T. Severability.** Should any portion of this Subcontract be judicially determined to be illegal or unenforceable, the remainder of the Subcontract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- U. Sovereign Immunity.** The Contractor, the Subcontractor and the State of Wyoming do not waive sovereign or governmental immunity by entering into this Subcontract and specifically retain all immunities and all defenses available to them pursuant to Wyoming Statute 1-39-104(a) and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Subcontract shall not be strictly construed, either against or for either party, except that any ambiguity as to

immunity shall be construed in favor of immunity.

- V. **Taxes.** The Subcontractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. **Termination of Subcontract.** This Subcontract may be terminated, without cause, by either party upon thirty (30) days written notice. This Subcontract may be terminated immediately for cause if the Subcontractor fails to perform in accordance with the terms and conditions of this Subcontract. If at any time during the performance of this Subcontract, in the opinion of the Contractor, the work is not progressing satisfactorily or within the terms of this Subcontract, then at the discretion of the Contractor and after written notice to the Subcontractor, the Contractor may terminate this Subcontract or any part of it. As of the termination date, the Subcontractor will be entitled to a pro rata payment for all work accomplished and accepted by the Contractor; however, the Subcontractor shall be liable to the Contractor for the entire cost of replacement services for the duration of the Subcontract.
- X. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Subcontract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Subcontract shall operate only between the parties to the Subcontract and shall inure solely to the benefit of the parties to this Subcontract. The provisions of this Subcontract are intended only to assist the parties determining and performing their obligations under this Subcontract.
- Y. **Time is of the Essence.** Time is of the essence in all provisions of this Subcontract.
- Z. **Titles Not Controlling.** Titles of sections and subsections are for reference only, and shall not be used to construe the language of this Subcontract.
- AA. **Waiver.** The waiver of any breach of any term or condition in this Subcontract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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

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

CONTRACTOR: SWEETWATER COUNTY

Wally J. Johnson, Chairman
Sweetwater County Commission

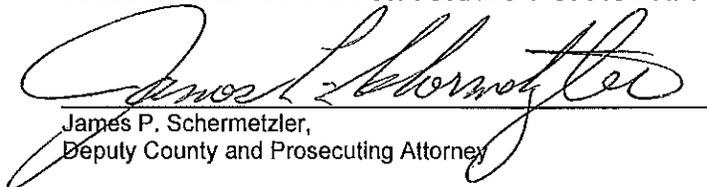
Date

ATTEST:

Dale Davis
Sweetwater County Clerk

Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM



James P. Schermetzler,
Deputy County and Prosecuting Attorney

9-29-15
Date

SUBCONTRACTOR: YWCA OF SWEETWATER COUNTY

Name and Title

Date

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

General Description

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

Timeline and Deliverables

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

Program Name and Description	Estimated Clients to Be Served	Amount Funded	Grant End Date
YWCA of Sweetwater County – Budget Classes	25	\$5,000.00	9/30/2016
Provide class instruction about income management and budgets.			
YWCA of Sweetwater County – Early Care & Learning Center	20	\$15,000.00	9/30/2016
Provide childcare services while parents are working, seeking employment, or attending school.			
YWCA of Sweetwater County – Support & Safe House	8	\$10,575.00	9/30/2016
Provide rent for victims through the Family Justice Center.			

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: BOCC- October 6, 2015	Name & Title of Presenter: John P. Radosevich
Department or Organization: Engineering	Contact Phone & E-mail: 307-872-3921
Exact Wording for Agenda: Approval of "Memorandum of Understanding" Agreements with WYDOT for Reclaimed Asphalt Pavement(Three Agreements)	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: Board Approval and authorize Chairman to sign all necessary documents
Additional Information:	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
- 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.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
SWEETWATER COUNTY COMMISSION**

Federal Project NHPPI-0803137
Rock Springs-Rawlins (Wamsutter East-WBL)
Reclaimed Asphalt Pavement (RAP)
Sweetwater County

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and the Sweetwater County Commission (County) whose address is 80 West Flaming Gorge Way, Green River, Wyoming 82935.
2. **Purpose.** The purpose of this MOU is to establish the responsibilities and funding requirements between the two parties for disposing of Reclaimed Asphalt Pavement (RAP) for the above-mentioned project located on Westbound Interstate 80 beginning at milepost 174.40 and ending at milepost 186.60 in Sweetwater County.
3. **Terms of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of WYDOT.** WYDOT will provide and remove approximately 9500 CY of RAP material generated from milling operations to the County. WYDOT's contractor will haul and stockpile the material to the plant site north of Creston Jct. at MP 187 of I-80 for future use by the County.
6. **Responsibilities of the County.** The County shall be responsible for hauling the RAP material to their designated locations within the County by March 1, 2016. In receiving the RAP material, the County agrees not to sell the material for profit, and RAP material must be used on public roads.

JLS
9/29/15

7. **General Provisions**

- a. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- b. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- c. **Entirety of this MOU.** This MOU, consisting of three pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- d. **Indemnification.** Each party to this MOU shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, nor indemnify the other.
- e. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- f. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- g. **Sovereign Immunity.** The State of Wyoming and WYDOT do not waive sovereign immunity by entering into this Agreement and the County does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

h. 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 MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the day and date last signed and executed by the duly authorized representatives of the parties to this MOU shown below.

SWEETWATER COUNTY COMMISSION:

Wally J. Johnson, Chairman

Date

WYOMING DEPARTMENT OF TRANSPORTATION:

Del McOmie, P.E., Chief Engineer

Date

Approved as to form:

By:

Michael T. Kahler
Senior Assistant Attorney General
State of Wyoming

Date MOU prepared: 7-30-2015

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
SWEETWATER COUNTY COMMISSION**

Federal Project NHPPI-I803143
Rock Springs-Rawlins (Wamsutter East-EBL)
Reclaimed Asphalt Pavement (RAP)
Sweetwater County

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and the Sweetwater County Commission (County) whose address is 80 West Flaming Gorge Way, Green River, Wyoming 82935.
2. **Purpose.** The purpose of this MOU is to establish the responsibilities and funding requirements between the two parties for disposing of Reclaimed Asphalt Pavement (RAP) for the above-mentioned project located on Eastbound Interstate 80 beginning at milepost 174.40 and ending at milepost 186.60 in Sweetwater County.
3. **Terms of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of WYDOT.** WYDOT will provide and remove approximately 10,000 CY of RAP material generated from milling operations to the County. WYDOT's contractor will haul and stockpile the material to the plant site north of Creston Jct. at MP 187 of I-80 for future use by the County.
6. **Responsibilities of the County.** The County shall be responsible for hauling the RAP material to their designated locations within the County by March 1, 2017. In receiving the RAP material, the County agrees not to sell the material for profit, and RAP material must be used on public roads.

JPS
9/28/15

7. General Provisions

- a. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- b. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- c. **Entirety of this MOU.** This MOU, consisting of three pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- d. **Indemnification.** Each party to this MOU shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, nor indemnify the other.
- e. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- f. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- g. **Sovereign Immunity.** The State of Wyoming and WYDOT do not waive sovereign immunity by entering into this Agreement and the County does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

h. 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 MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the day and date last signed and executed by the duly authorized representatives of the parties to this MOU shown below.

SWEETWATER COUNTY COMMISSION:

Wally J. Johnson, Chairman

Date

WYOMING DEPARTMENT OF TRANSPORTATION:

Del McOmie, P.E., Chief Engineer

Date

Approved as to form:

By:

Michael T. Kahler
Senior Assistant Attorney General
State of Wyoming

Date MOU prepared: 7-30-2015

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
SWEETWATER COUNTY COMMISSION**

Federal Project NHPPI 65.44 I802197
Lyman-Green River/Granger Jct. East
Reclaimed Asphalt Pavement (RAP)
Sweetwater County

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and the Sweetwater County Commission (County) whose address is 80 West Flaming Gorge Way, Green River, Wyoming 82935.
2. **Purpose.** The purpose of this MOU is to establish the responsibilities and funding requirements between the two parties on the above-mentioned project for the use of reclaimed asphalt pavement (RAP) material. This project will begin at milepost 65.44 and end at milepost 77.334 on Interstate 80 in Sweetwater County.
3. **Terms of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of WYDOT.** WYDOT will remove the RAP material from milling operations throughout the project beginning at milepost 65.44 and ending at milepost 77.334 and will stockpile the RAP material at the Underpass Pit. WYDOT's contractor may utilize RAP for the project if they elect to do so.
6. **Responsibilities of the County.** If WYDOT's contractor does not elect to utilize the RAP material, the removed RAP material shall become property of the County for use as dust abatement and is required to be used on public county roads. The County will remove RAP material from the Underpass Pit within a period of one year of completion on the above-mentioned project.

JPS
9/29/15

7. **General Provisions**

- a. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- b. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- c. **Entirety of this MOU.** This MOU, consisting of three pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- d. **Indemnification.** Each party to this MOU shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend nor indemnify the other.
- e. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- f. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- g. **Sovereign Immunity.** The State of Wyoming and WYDOT do not waive sovereign immunity by entering into this MOU and the County does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this MOU shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

h. 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 MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the day and date last signed and executed by the duly authorized representatives of the parties to this MOU shown below.

SWEETWATER COUNTY COMMISSION:

Wally J. Johnson, Chairman

Date

WYOMING DEPARTMENT OF TRANSPORTATION:

Del McOmie, P.E., Chief Engineer

Date

Approved as to form:

By:

Michael T. Kahler
Senior Assistant Attorney General
State of Wyoming

Date MOU prepared: 8-11-15

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: BOCC- October 6, 2015	Name & Title of Presenter: John P. Radosevich
Department or Organization: Engineering	Contact Phone & E-mail: 307-872-3921
Exact Wording for Agenda: Acceptance for Improvements to White Mountain Drive	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: Board Approval and all members sign resolution
Additional Information:	

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**RESOLUTION 15-10-EN-01
WHITE MOUNTAIN DRIVE
FINAL ACCEPTANCE OF ROAD IMPROVEMENTS**

A RESOLUTION OF THE SWEETWATER COUNTY COMMISSION accepting all improvements to White Mountain Drive made by RHO Properties, LLC.

Whereas, White Mountain Drive (CR4-54) has been dedicated to Sweetwater County; however, said road exists primarily within the boundaries of the City of Rock Springs, WY; and

Whereas, RHO Properties LLC was approved for the construction of a gas station and convenience store that will be bordered on its north side by White Mountain Drive; and

Whereas, according to the proposed site plan, traffic will access the proposed project from both White Mountain Drive and Elk Street; and

Whereas, an additional forty feet of width was needed on White Mountain Drive for traffic to safely turn from White Mountain Drive into the proposed gas station and convenience store; and

Whereas, said additional forty feet is identified as the, "northerly 40 feet of that certain parcel; conveyed to Sweetwater County and is recorded in Book 1205, Pages 6140 to 6142, of the Office of the Sweetwater County Clerk."

Whereas, RHO Properties, LLC. constructed all necessary improvements to White Mountain Drive including curb and gutter, sidewalk, concrete and asphalt pavement, striping, and signage.

Whereas, Initial acceptance of said improvements was completed on September 22, 2014 by the County Engineer on the condition that RHO Properties, LLC would provide a warranty of workmanship to ensure the satisfactory construction of all improvements for a period of one year from initial acceptance.

Whereas, The warranty period for the improvements on White Mountain Drive has expired as of September 22, 2015 and a final inspection of the improvements was performed, and accordingly, the County Engineer has approved the construction of all improvements and has recommended acceptance by the County.

JFS
9/29/15

Now Therefore, the Sweetwater County Commission hereby accepts all improvements to White Mountain Drive made by RHO Properties, LLC and will continue to maintain said roadway.

Dated this 6th day of October, 2015.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Attest:

Reid O. West, Member

Steven Dale Davis, County Clerk

Randal M. Wendling, Member

Don Van Matre, Member

John K. Kolb, Member

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: BOCC- October 6, 2015	Name & Title of Presenter: John P.Radosevich
Department or Organization: Engineering	Contact Phone & E-mail: 307-872-3921
Exact Wording for Agenda: Right of Way Certificate for High Risk Rural Road Program	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Board Approval and all members sign Certificate
Additional Information:	

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Right-of-Way & Utility Certificate

Sweetwater County, Wyoming

hereby certifies to the Wyoming Department of Transportation and the Federal Highway Administration this 6th day of October, 2015, that it has acquired all right-of-way, and has provided for removal of any and all utilities or other encroachments on or within land necessary for construction of project:

HRRR0.00 CN04111__Various Roads-Road Striping –Sweetwater County

and has complied with the policies set forth in the Wyoming Relocation Assistance Act of 1973, Sections 16-7-101 through 16-7-121.

Sweetwater County

Board of County Commissioners

Wally J. Johnson, Chairman

Reid O. West, Member

Attest:

Steven Dale Davis, County Clerk

Randal M. Wendling, Member

Don Van Matre, Member

John K. Kolb, Member

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Requested Meeting Date: BOCC- October 6, 2015	Name & Title of Presenter: John P. Radosevich
Department or Organization: Engineering	Contact Phone & E-mail: 307-872-3921
Exact Wording for Agenda: WYDOT abandonment of small parcel in Farson.	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: Board Decision
Additional Information:	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
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Matthew H. Mead
Governor

Wyoming Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard
Cheyenne, Wyoming 82009-3340



John F. Cox
Director

August 27, 2015

The Board of County Commissioners
80 West Flaming Gorge Way, Suite 109
Green River, WY 82935

Project: Farson Shop Site
Road: U.S. Hwy 191
County: Sweetwater
File No.: 14-000182

To Whom It May Concern:

The Wyoming Department of Transportation is in the process of disposing of the area shown in orange on the attached exhibit. It is located on the east side of U.S. Highway 191 across from the WYDOT Farson Shop. Our current plan is to abandon the parcel which will make it available for the adjacent landowners to claim. Before the area can be abandoned, we must first offer it to the governing body in the area for public use.

Please respond to this letter within 15 days from the date listed above indicating your interest or declination of the areas on the attached exhibit.

Should you have any questions, you can contact us toll-free at 1-888-570-9908 or Tabettha directly at 307-777-3810.

Sincerely,

Harlan Edmonds
Project Manager

By: Tabettha Wolf
Property Management

RECEIVED

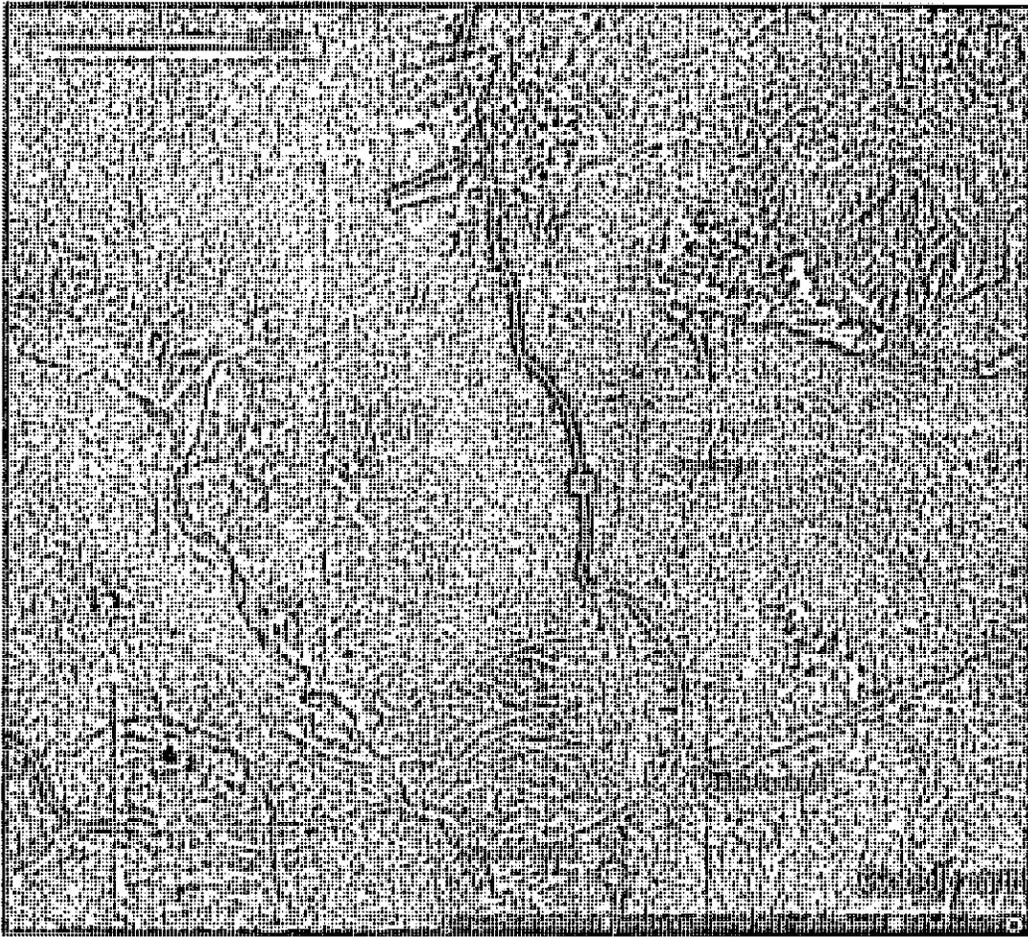
SEP 01 2015

SWEETWATER COUNTY
COMMISSIONER'S OFFICE

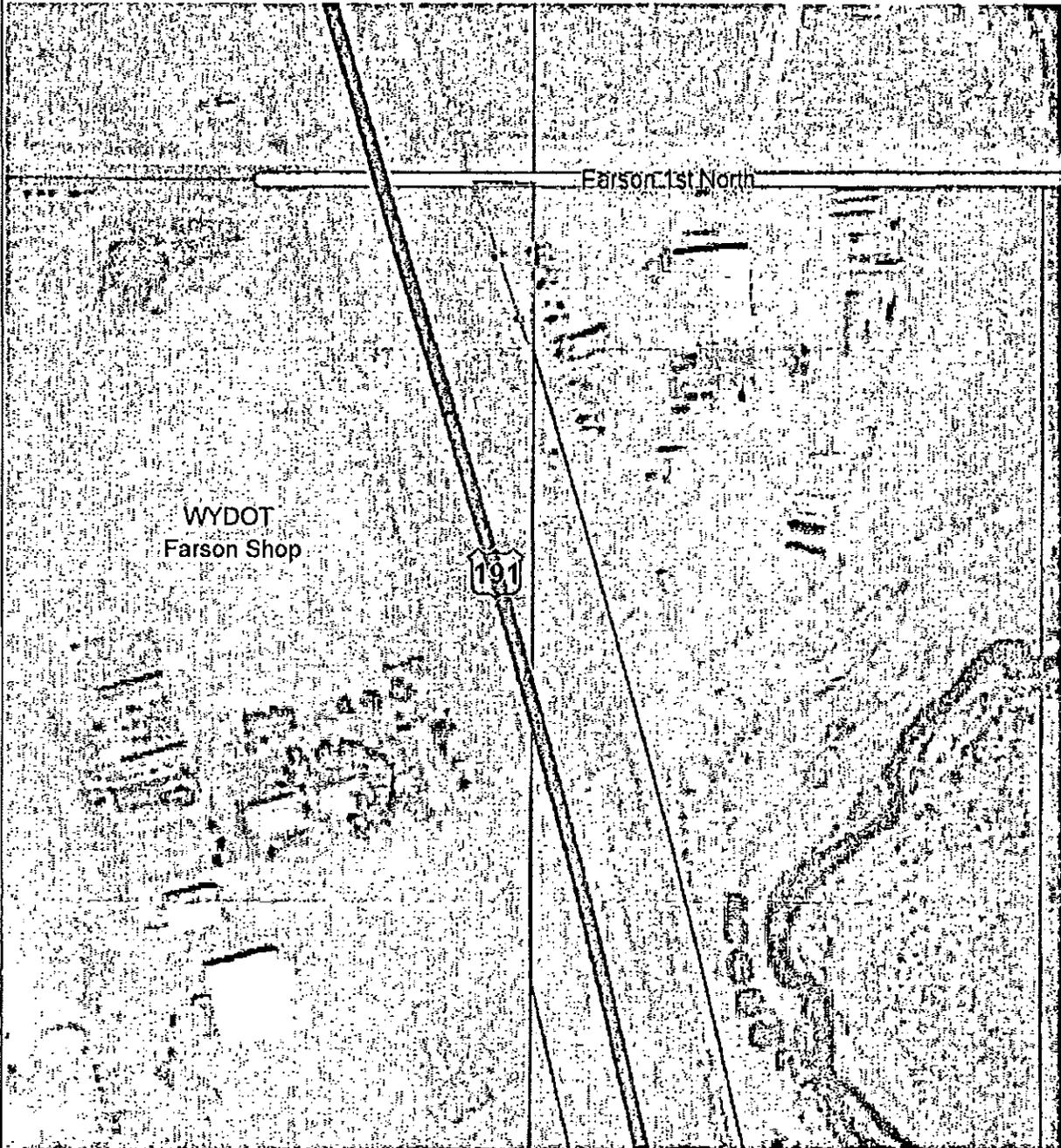
COPIES TO:

wj

Exhibit A



Sweetwater County Wyoming MapServer



- ~ Wyoming Highway
- ~ US Highway
- ~ Railroad
- ~ Tax Parcel
- ~ Township

2012 Aerial Photography



Sweetwater County provides this map for illustrative purposes only and assumes no liability for actions taken by users based on information shown.

0 94 100 282 ft

8/27/2015

Exhibit B

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: October 6, 2015	Name & Title of Presenter: Marty Dernovich, Purchasing Manager
Department or Organization: Purchasing	Contact Phone & E-mail: 307-922-5435 dernovichm@sweet.wy.us
Exact Wording for Agenda: Award of Bids for Road & Bridge Vocational Trucks and County Vehicle Bid Award	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 20 minutes
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: no
Additional Information:	

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**SWEETWATER COUNTY ROAD BRIDGE VOCATIONAL TRUCKS BID OPENING
2 TRUCKS WITH 2 TRADE IN'S**

DEALERS	BID BONDS	ADDENDUM	QTY	DESCRIPTION	TRADE IN #1	TRADE IN #2	UNIT COST	TOTAL COST AFTER TRADE	DELIVERY	
JACKS TRUCK & EQUIPMENT RS	YES	YES	2	2016 FREIGHTLINER 122SD	\$ (15,000.00)	\$ (12,500.00)	\$ 113,826.00	\$ 200,152.00	16 WEEKS	
PETERBILT OF WYOMING	YES	YES	2	2016 PETERBILT MODEL 367	\$ (7,000.00)	\$ (10,000.00)	\$ 118,607.00	\$ 220,214.00	6 WEEKS	
PETERBILT OF WYOMING	YES	YES	2	2016 PETERBILT MODEL 567	\$ (7,000.00)	\$ (10,000.00)	\$ 119,803.00	\$ 222,606.00	6 WEEKS	
TRI STATE TRUCK & EQUIPMENT	YES	YES	2	2016 VHD64FT200 VOLVO <i>engine and frame did not meet specs</i>	\$ (16,000.00)	\$ (14,000.00)	\$ 99,860.50	\$ 169,721.00	120 DAYS	
WYOMING MACHINERY CO	YES	YES	2	2016 CAT CT680L SFA 6X4	\$ (6,000.00)	\$ (7,000.00)	\$ 135,193.00	\$ 257,386.00	14-16 WEEKS	
KENWORTH SALES	REJECTED BID		BID RECEIVED AFTER BID OPENING AT 11:10 HAND DELIVERIED							

**SWEETWATER COUNTY VEHICLE BID OPENINGS 2015
SHERIFF DEPARTMENT and ROAD BRIDGE**

BID 15-03 - 3/4 TON CREW CAB PICKUPS 2 (1 SHERIFF) (1 ROAD & BRIDGE)

BIDDERS	BOND	VEHICLE DESCRIPTION	QTY	UNIT COST	TOTAL COST	DELIVERY	COMMENTS
WHISLER CHEVROLET	YES	2016 CHEVY SILVERADO 2500HD	2	\$ 32,472.00	\$ 64,944.00	6-8 WEEKS	NO POWER SEATS
FREMONT MOTORS LANDER	YES	2016 FORD F250 CREW CAB	2	\$ 32,603.38	\$ 65,206.76	60-90 DAYS	NO POWER SEATS
FREMONT CHEVROLET RIVERTON	YES	2016 CHEVY SILVERADO 2500HD	2	\$ 32,966.96	\$ 65,933.92	60-90 DAYS	NO POWER SEATS
FREMONT MOTORS RS	NO	2016 RAM 2500 CREW CAB 6.4L ENGENE	2	\$ 37,261.00	\$ 74,522.00	70 DAYS	REJECTED NO BOND
FREMONT MOTORS RS	NO	2016 RAM 2500 CREW CAB 5.7L ENGINE	2	\$ 36,075.00	\$ 72,150.00	70 DAYS	REJECTED NO BOND
FIRST CHOICE FORD RS	NO	2016 FORD F250 CREW CAB	2	\$ 28,948.06	\$ 57,896.12	10-12 WEEKS	REJECTED NO BOND

BID 15-04 FULL SIZE UTILITY POLICE PACKAGE VEHICLE 3

BIDDERS	BOND	VEHICLE DESCRIPTION	QTY	UNIT COST	TOTAL COST	DELIVERY	COMMENTS
FREMONT MOTORS LANDER	YES	2016 FORD EXPEDITION XL SSV	3	\$ 34,487.65	\$ 103,462.95	60-90 DAYS	NO POLICE PACKAGE AVAILABLE
FREMONT CHEVROLET RIVERTON	YES	2016 CHEVY TAHOE	3	\$ 36,949.24	\$ 110,847.72	90 DAYS	
WHISLER CHEVROLET RS	YES	2016 CHEVY TAHOE	3	\$ 37,745.00	\$ 113,235.00	6-8 WEEKS	
FIRST CHOICE FORD RS	NO	2016 FORD EXPEDITION 3.5 ECOBOOST	3	\$ 36,537.78	\$ 109,613.34	10-12 WEEKS	REJECTED NO BOND

BID 15-05 SPORT SIZE 4WD/AWD UTILITY POLICE PACKAGE VEHICLE 3

BIDDERS	BOND	VEHICLE DESCRIPTION	QTY	UNIT COST	TOTAL COST	DELIVERY	COMMENTS
FREMONT MOTORS LANDER	YES	2016 FORD AWD POLICE INTERCEPTOR	3	\$ 30,554.46	\$ 91,663.38	60-90 DAYS	
FIRST CHOICE FORD RS	NO	2016 FORD AWD POLICE INTERCEPTOR	3	\$ 30,429.34	\$ 91,288.02	10-12 WEEKS	REJECTED NO BOND

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: 10/6/2015	Name & Title of Presenter: Marty Dernovich, Purchasing Manager Garry McLean, HR Director
Department or Organization: Purchasing	Contact Phone & E-mail: 307-922-5301
Exact Wording for Agenda: Request to restaff vacant position	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min.
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information:	

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**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 10/6/2015
Department: Purchasing
Position: Warehouse Receiving Clerk
Vacancy Date: 9/30/2015
Reason for vacancy: Resignation
Department Request: To Restaff position in a full time capacity with full time benefits
Anticipated Re-staff Date 11/1/2015

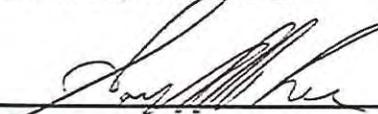
Board Action	
Approved _____	Date: 10/6/2015
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly							Total MONTHLY cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits		
Previously staffed position	Warehouse Clerk, 5 years (Grade 10, step 4)	5/12/2009	\$ 3,270.91	\$ 543.63	\$ 1,635.84	\$ 11.78	\$ 250.22	\$ 7.52	\$ 2,448.99	\$ 5,719.90	\$ 68,638.78
Anticipated Costs to restaff Position Vacancy	Warehouse Clerk (Grade 10, step 1)	11/1/2015	\$ 2,993.34	\$ 497.49	\$ 1,635.84	\$ 10.78	\$ 228.99	\$ 6.88	\$ 2,379.98	\$ 5,373.32	\$ 64,479.89
Net Difference (savings)			\$ (277.57)	\$ (461.3)	\$ -	\$ (1.00)	\$ (21.23)	\$ (0.64)	\$ (69.00)	\$ (346.57)	\$ (4,158.89)

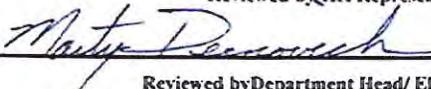
NOTES

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

Costs calculated using a re-staffing date of: 11/1/2015



Reviewed by HR Representative (signature)



Reviewed by Department Head/ Elected Official (signature)

 Commission Chair (signature)

9-21-15

Date:

9-18-2015

Date:

 Date:

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: 10/6/2015	Name & Title of Presenter: Mike Lowell, Sheriff Garry McLean, HR Director
Department or Organization: Sheriff's Office	Contact Phone & E-mail: 307-922-5301
Exact Wording for Agenda: Request to restaff vacant positions	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <i>15 min</i>
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information:	

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**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 10/6/2015
 Department: Sheriff Department
 Position: Patrol Deputy
 Vacancy Date: 10/2/2015
 Reason for vacancy: Resignation
 Department Request: Restaff Patrol Deputy position, full time with benefits
 Anticipated Re-staff Date: 10/3/2015

Board Action	
Approved _____	Date: <u>10/6/2015</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly								Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits	Total cost of employment (salary + benefits)	
Current costs for Employee	Patrol Deputy (10 years, Grade 18, step 5 rate of pay)		\$ 4,977.59	\$ 856.15	\$ 1,635.84	\$ 17.92	\$ 380.79	\$ 72.67	\$ 2,963.36	\$ 7,940.95	\$ 95,291.44
Anticipated Costs to restaff Position Vacancy	Patrol Deputy (grade 18, step 5)	10/3/2015	\$ 4,977.59	\$ 856.15	\$ 1,635.84	\$ 17.92	\$ 380.79	\$ 72.67	\$ 2,963.36	\$ 7,940.95	\$ 95,291.44
Net Difference (savings)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

NOTES

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

Rate of pay for new employee anticipates 10 - 15 years law enforcement experience. Anticipate promoting from within Sheriff's Office to re-staff this vacancy.

[Handwritten Signature]
 Mike Land

Reviewed by HR Representative (signature)

9/21/15
 Date:

Reviewed by Department Head/ Elected Official (signature)

Date:

Commission Chair (signature)

Date:

**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 10/6/2015
 Department: Sheriff Department
 Position: Patrol Deputy - resident Deputy in Wamsutter
 Vacancy Date: 9/18/2015
 Reason for vacancy: Resignation
 Department Request: Restaff Patrol Deputy position, full time with benefits
 Anticipated Re-staff Date 10/1/2015

Board Action	
Approved _____	Date: <u>10/6/2015</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly								Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits	Total cost of employment (salary + benefits)	
Current costs for Employee	Patrol Deputy (3.5 years, Grade 18, step 5 rate of pay)	1/16/2012	\$ 4,977.59	\$ 856.15	\$ 1,112.82	\$ 17.92	\$ 380.79	\$ 72.67	\$ 2,440.34	\$ 7,417.93	\$ 89,015.20
Anticipated Costs to restaff Position Vacancy	Patrol Deputy (grade 18, step 5)	10/1/2015	\$ 4,977.59	\$ 856.15	\$ 1,635.84	\$ 17.92	\$ 380.79	\$ 72.67	\$ 2,963.36	\$ 7,940.95	\$ 95,291.44
Net Difference (savings)			\$ -	\$ -	\$ 523.02	\$ -	\$ -	\$ -	\$ 523.02	\$ 523.02	\$ 6,276.24

NOTES

Health Insurance: Anticipates Family health insurance coverage, for new employee. Previous employee had Employee + 1 Dependent insurance coverage.
 Rate of pay for new employee anticipates 10 - 15 years law enforcement experience. Anticipate promoting from within Sheriff's Office to re-staff this vacancy.

[Handwritten Signature]

 Mike Land

Reviewed by HR Representative (signature)

9/21/15

9/18/15

Date:

Reviewed by Department Head/ Elected Official (signature)

Date:

Commission Chair (signature)

Date:

**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 10/6/2015

Department: Sheriff Department

Position: Lieutenant

Vacancy Date: 8/5/2015

Reason for vacancy: Employee promoted to Captain position

Department Request: Staff Lieutenant position, full time with benefits; promoting current employee to Lt. position which will create a Sgt. position vacancy.

Anticipated Re-staff Date 10/7/2015

Board Action	
Approved _____	Date: <u>10/6/2015</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

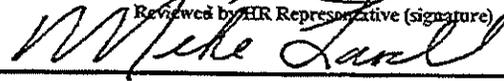
	Position	Hire Date	Monthly								Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits	Total cost of employment (salary + benefits)	
Current costs for Employee	Lieutenant (10 years, Grade 23, step 6 rate of pay)	4/14/1999	\$ 6,543.60	\$ 1,125.50	\$ 1,635.84	\$ 23.56	\$ 500.59	\$ 145.27	\$ 3,430.75	\$ 9,974.35	\$ 119,692.19
Anticipated Costs to restaff Position Vacancy	Lieutenant (grade 23, step 5)	1/1/2005	\$ 6,352.95	\$ 1,092.71	\$ 1,635.84	\$ 22.87	\$ 486.00	\$ 141.04	\$ 3,378.45	\$ 9,731.40	\$ 116,776.85
Net Difference (savings)			\$ (190.65)	\$ (32.79)	\$ -	\$ (0.69)	\$ (14.58)	\$ (4.23)	\$ (52.30)	\$ (242.95)	\$ (2,915.34)

NOTES

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

Rate of pay for position anticipates 10 - 15 years law enforcement experience. Anticipate promoting from within Sheriff's Office to re-staff this vacancy.



 Reviewed by HR Representative (signature)


 Reviewed by Department Head/ Elected Official (signature)

 Commission Chair (signature)

9/30/15

 Date:
9/20/15

 Date:

 Date:

**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 10/6/2015
 Department: Sheriff Department
 Position: Sergeant
 Vacancy Date: 10/7/2015
 Reason for vacancy: Employee promoted to vacant Lieutenant position
 Department Request: Staff Sergeant position, full time with benefits; promoting current employee to Sgt. position
 Anticipated Re-staff Date 6/15/2015

Board Action	
Approved _____	Date: <u>10/6/2015</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly							Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits		
Current costs for Employee	Sergeant (10 years, Grade 21, step 5 rate of pay)	1/1/2005	\$ 5,762.22	\$ 991.10	\$ 1,538.91	\$ 20.74	\$ 440.81	\$ 127.92	\$ 3,119.49	\$ 8,881.71	\$ 106,580.48
Anticipated Costs to restaff Position Vacancy	Sergeant (10 years, Grade 21, step 5 rate of pay)	2/1/2005	\$ 5,762.22	\$ 991.10	\$ 1,538.91	\$ 20.74	\$ 440.81	\$ 127.92	\$ 3,119.49	\$ 8,881.71	\$ 106,580.48
Net Difference (savings)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

NOTES

Health Insurance: Anticipates Family health insurance coverage, for new employee. Previous employee had Employee + Family insurance coverage.
 Rate of pay for position anticipates 10 - 15 years law enforcement experience. Anticipate promoting from within Sheriff's Office to re-staff this vacancy.

 Reviewed by HR Representative (signature)

 Reviewed by Department Head/ Elected Official (signature)

 Commission Chair (signature)

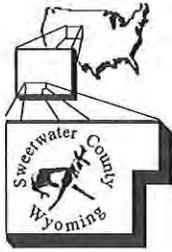
9/30/15
 Date: _____
9/30/15
 Date: _____

 Date: _____

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: 10/06/2015	Name & Title of Presenter: Garry McLean
Department or Organization: Human Resources	Contact Phone & E-mail: 307-872-3913
Exact Wording for Agenda: Request approval for payment of Flu Vaccinations for employees and retirees of County and Component Units	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: no
Additional Information:	

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



Sweetwater County Department of Human Resources



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

E-MAIL: swchr@sweet.wy.us

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

MEMORANDUM

From: Garry McLean
To: Board of County Commissioners
Date: September 21, 2015

RE: Flu Vaccinations for County and Component Unit Employees

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

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

2014	224	\$4,480
2013	243	\$4,860
2012	191	\$3,820
2011	224	\$4480

If the Board approves payment of flu vaccinations, it is anticipated that the total cost will be between \$4,000 and \$5,000, based upon historical data.

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

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Requested Meeting Date: 10/6/15	Name & Title of Presenter: Sweetwater County Parks & Recreation Board Members and staff Superintendent
Department or Organization: Sweetwater County Parks & Recreation Board and staff Superintendent	Contact Phone & E-mail: Keaton West (307) 389-5977 keatonw@vphwyo.com
Exact Wording for Agenda: Firehole Campground Update	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Morning Preferred 15-20 minutes
Will there be Handouts? (If yes, include with meeting request form) No	Will handouts require SIGNATURES: No
Additional Information: 	

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