

NOTICE

**THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS
WILL MEET ON TUESDAY, December 1, 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: November 17, 2015

ACCEPTANCE OF BILLS

Approval of County Vouchers/Warrants
Approval of Bonds

COMMISSIONER COMMENTS/REPORTS

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

COUNTY RESIDENT CONCERNS

9:20

ACTION/PRESENTATION ITEMS

9:30 Aspen Mountain Medical Center Update

10:00 Special Prosecution Request

10:10 FY 16 Human Service Agreement- Modification for VIRS

10:15 Authorization to Hire Part-Time Non-Benefited Horticulture Position

10:25 Approval of the State Fire Assistance Grant Subrecipient

Agreement and Related Certifications

- 10:30** Approval of the Volunteers of America Northern Rockies 2014/2015 Subaward Grant Agreement
- 10:35** Approval of Purchases with the FY 2014 LETPA and SHSP Grant Awards
- 10:40** Taser Contract
- 10:55** Cancel Outstanding Warrants
- 11:00** Financing Alternatives for the Justice Center
- 11:30** Acceptance of the 2015-2016 MOA with the City of Rock Springs for the DSP Program

OTHER

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)**

November 17, 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: 11-3-15

Commissioner Wendling moved to approve the minutes dated November 3, 2015. Commissioner West 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 county vouchers/warrants, monthly reports, bonds and the abates/rebates. Commissioner Van Matre seconded the motion. The motion carried.

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
66998-67036, 67046-67298 & ADVICES	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,737,650.75
67037	CENTURYLINK	PHONE BILL	1,697.04
67038	CENTURYLINK	PHONE BILL	4,997.14
67039	DAVIS, STEVEN DALE	MEALS	65.27
67040	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	4,247.20
67041	ROCKY MTN POWER	UTILITIES	2,591.11
67042	UNION TELEPHONE COMPANY INC	PHONE	43.05
67043	WYOMING RETIREMENT SYSTEM	RETIREMENT	211,525.51
67044	WYOMING RETIREMENT SYSTEM	RETIREMENT	75.00
67045	WYOMING WASTE SERVICES - ROCK	UTILITIES	888.42
67299	CENTURYLINK	PHONE BILL	10.40
67300	CITY OF GREEN RIVER	UTILITIES	2,578.37
67301	DIRECTV	TV	16.99
67302	PURCHASE POWER	POSTAGE	216.00
67303	QUESTAR GAS	UTILITIES	4,064.42
67304	ROCKY MTN POWER	UTILITIES	7,117.83
67305	SWEETWATER CABLE TV	TV	173.71
67306	UNION TELEPHONE COMPANY INC	CELL PHONES	187.02
67307	USPS	STAMPS	79.40
67308	WALMART COMMUNITY/RFCSSLIC-FAC	SUPPLIES	79.76
67309	WEST SIDE WATER & SEWER DISTRICT	UTILITIES	3,200.00
67310	WEX BANK	FUEL	13,234.63
67311	WYOMING DEPT OF WORKFORCE SVCS	WORKER'S COMPENSATION	15,986.08
67312	WYOMING WASTE SERVICES - ROCK	UTILITIES	601.05
67313	ACE HARDWARE	SUPPLIES	79.98
67314	ALLEN, CHERYL	MILEAGE	504.85
67315	ALPINE PURE WATER	RENTAL/WATER	32.00
67316	BAILEY, KAREN	MEALS	51.19
67317	BATTERY SYSTEMS INC	BATTERY	93.59
67318	BIG HORN ROOFING INC	ROOFING	75,168.18
67319	BLUE TARP FINANCIAL INC	SUPPLIES	169.99
67320	BOOKCLIFF SALES INC	PARTS	8.11
67321	BOYS & GIRLS CLUB OF SW CO	BUDGET ALLOCATION	60,000.00
67322	C & J ENTERPRISES	SERVICES	348.75
67323	CAPITAL BUSINESS SYSTEMS INC	CONTRACTS	1,098.62
67324	CARQUEST AUTO PARTS	PARTS	1,676.81
67325	CARRIER CORPORATION	REPAIRS	715.00
67326	CHEMICAL TESTING PROGRAM	KITS	5,228.00
67327	CIGNA	PREMIUMS	23,042.90
67328	CLEARVIEW IMPROVEMENT & SVC DIST	STUDY	488.75
67329	CRAWFORD SUPPLY COMPANY	INMATE	106.00
67330	CREATIVE CULTURE INSIGNIA LLC	BADGES	270.25
67331	DELL MARKETING L P	EQUIPMENT	2,004.95
67332	DELTA DENTAL	FEES	2,184.50
67333	F B MCFADDEN WHOLESALE COMPANY	SUPPLIES	4.10
67334	F B MCFADDEN WHOLESALE COMPANY	INMATE FOOD/COMMISSARY	6,677.32
67335	FIRST CHOICE FORD	PARTS	24.51
67336	FLEETPRIDE	PARTS	683.44
67337	FREMONT MOTOR ROCK SPRINGS INC	PARTS	536.34
67338	G & K SERVICES	SERVICES	160.73
67339	GLADSTONE INC	UPGRADE	399.00
67340	GOVCONNECTION INC	EQUIPMENT/SUPPORT	16,351.00
67341	GRAINGER	SUPPLIES	175.94
67342	GROVER, JASON	FIXTURES	3,860.00
67343	HCC LIFE INSURANCE COMPANY	FEES	27,270.54
67344	HI-TECH AUTO BODY	REPAIRS	11,019.36

67345	HIGH SECURITY LOCK & ALARM	MONITORING	605.00
67346	HILTON GARDEN INN - LARAMIE	LODGING	89.00
67347	HINCKLEY DODGE INC	ENGINE	4,588.00
67348	HOMAX OIL SALES INC	FUEL	910.74
67349	IAAO	MEMBERSHIP	175.00
67350	IBS INCORPORATED	SUPPLIES	605.04
67351	INDUSTRIAL SUPPLY	SUPPLIES	151.92
67352	INTOXIMETERS	SUPPLIES	3,972.50
67353	VENTURE TECHNOLOGIES	SERVICES	1,800.00
67354	JACK'S TRUCK & EQUIPMENT	PARTS	653.43
67355	JENNY SERVICE CO	INMATE	862.08
67356	JOHNSON, WALLY J	MILEAGE	234.60
67357	KEEFE SUPPLY COMPANY	INMATE	441.26
67358	MACY'S TRUCK REPAIR INC	TOWING	180.00
67359	MATHEY LAW OFFICE - ASSIGNEE	FEES	2,810.00
67360	MCKEE FOODS CORPORATION	INMATE FOOD	661.52
67361	MCMURRY READY MIX CO	BASE	978.11
67362	MEADOW GOLD DAIRIES SLC	INMATE FOOD	2,920.31
67363	MEMORIAL HOSPITAL OF SW CO	INMATE MEDICAL	254.00
67364	NAPA AUTO PARTS UNLIMITED	PARTS	526.38
67365	NEW FRONTIER IMAGING LLC	INMATE MEDICAL	768.00
67366	NICHOLAS & COMPANY	INMATE FOOD	2,964.11
67367	PATTERSON DENTAL - SLC BRANCH	STERILIZER	5,196.90
67368	PM AUTOGLASS INC	WINDSHIELD	627.00
67369	QUILL CORPORATION	OFFICE SUPPLIES	1,290.54
67370	REAL KLEEN INC	SUPPLIES	960.20
67371	REILLY, CARLA S	RENT	600.00
67372	ROBINSON, ROBERT	DUES	90.00
67373	ROCK SPRINGS NEWSPAPERS INC	ADS	5,073.39
67374	ROCK SPRINGS NEWSPAPERS INC	ADS	263.87
67375	SECRETARY OF STATE	FEE	30.00
67376	SHADOW MOUNTAIN WATER OF WYO INC	RENTALS	27.00
67377	SHRM	MEMBERSHIPS	380.00
67378	SIX STATES DISTRIBUTORS INC	REPAIRS	100.54
67379	SKAGGS COMPANIES INC	UNIFORMS/SUPPLIES	1,577.70
67380	SMYTH PRINTING INC	OFFICE SUPPLIES	69.11
67381	SOURCE OFFICE & TECHNOLOGY	OFFICE SUPPLIES	478.42
67382	SPRINGHILL SUITES BY MARRIOTT	LODGING	415.00
67383	STAPLES ADVANTAGE - DEPT LA	OFFICE SUPPLIES	248.45
67384	STERLING COMMUNICATIONS & ELECTRONICS	RENT	144.00
67385	SWANK MOTION PICTURES INC	LICENSE	522.50
67386	SWEETWATER CO CLERK DIST COURT	FEES	40.00
67387	SWEETWATER COUNTY HEALTH BOARD	BUDGET ALLOCATION/VACCINES	49,371.25
67388	SWEETWATER COUNTY INSURANCE	PREMIUMS/CLAIMS	307,562.98
67389	SWEETWATER MEDICS LLC	BUDGET ALLOCATION	26,050.76
67390	SWEETWATER TROPHIES	SHIPPING	39.98
67391	SWICK'S MATCO TOOLS	TOOLS	151.89
67392	SYMBOL ARTS	BADGES	271.00
67393	TASC CLIENT SERVICES	FEES	1,207.72
67394	TEGELER & ASSOCIATES	BOND	100.00
67395	THE MASTER'S TOUCH LLC	POSTAGE/MAILINGS	1,594.12
67396	THE TIRE DEN INC	REPAIRS	57.90
67397	THOMSON REUTERS-WEST PMT CENTER	SUBSCRIPTIONS	2,494.00
67398	TYLER BUSINESS FORMS	OFFICE SUPPLIES	338.90
67399	TYLER TECHNOLOGIES INC	MICROFILMING/IMPLEMENTATION	1,630.13
67400	U S FOODS INC	INMATE FOOD	3,106.51
67401	UMR INC	FEES	12,188.60
67402	VAN MATRE, DON	MILEAGE	385.25
67403	VIRS	BUDGET ALLOCATION	36,830.65
67404	VISION SERVICE PLAN	PREMIUMS	7,732.29
67405	WATCH SYSTEMS LLC	MAILINGS	196.98
67406	WENDLING, RANDAL M	MILEAGE	496.23
67407	WESTERN WYO COMMUNITY COLLEGE	PHONE BILL	11.74
67408	WORKFORCEQA CSS HOLDINGS LLC	TESTING	100.00
67409	WYOMING MACHINERY COMPANY	PARTS	869.75
67410	YOUNG AT HEART CENTER	GRANT EXPENSES	685.86

GRAND TOTAL: 2,750,520.96

The following bonds were placed on file:

Lowell Aaron Clawson	SWCO Solid Waste Dist. #2, Sec/Treasurer	\$10,000.00
David S. Divis	SWCO Deputy County Assessor	\$ 5,000.00
Ann Rudoff	Sweetwater Board of Coop Services, Sec/Treasurer	\$10,000.00

The following abates/rebates were placed on file:

TAXPAYER	VALUATION	TAXPAYER	VALUATION
RICOH	-917	MACKTAYLOR LLC DBA DERMATOLOGIE	-914
BP AMERICA PROD CO	-73273	MACKTAYLOR LLC DBA DERMATOLOGIE	-1459
BP AMERICA PROD CO	-68797	MACKTAYLOR LLC DBA DERMATOLOGIE	-1277
SAMSON RESOURCES CO	-94927	FERGUSON WADE	-349
ANADARKO E&PCO LLP	-115204	ZADRA LIVING TRUST	-5,958
ANADARKO E&PCO LLP	-2042	SELF PROPERTIES LLC	-13,229
ANADARKO E&PCO LLP	-876049	HERTZ EQUIPMENT RENTAL CORP	-165669
SAMSON RESOURCES CO	-16993	HERTZ EQUIPMENT RENTAL CORP	-8992
BP AMERICA PROD CO	-341581	HERTZ EQUIPMENT RENTAL CORP	-8534
BP AMERICA PROD CO	-917	HERTZ EQUIPMENT RENTAL CORP	-4,819
MACKTAYLOR LLC DBA DERMATOLOGIE	-1098	HERTZ EQUIPMENT RENTAL CORP	-2607
		JACKMAN LYNN	-800

Commissioner Comments/Reports

Commissioner Van Matre

Commissioner Van Matre reported on his liaison meetings for the Airport Board and the Museum Board. Commissioner Van Matre noted that he visited with Drug Treatment Court Director Sandy Henderson, Events Complex Director Larry Lloyd, VSO Director Larry Levitt, Grants Manager Krisena Marchal, Golden Hour Senior Center Director Sheila Schermetzler, McGee, Hearne & Paiz Auditors, and IT Director Tim Knight.

The commission expressed their appreciation to all veterans and gave a special thanks to Commissioner Van Matre for his service.

Commissioner West

Commissioner West reported on his liaison meetings for the Southwest Counseling Board, the Memorial Hospital Finance and Audit Committee, and explained that the Board of Health meeting did not have a quorum present. Commissioner West noted that he spoke with McGee Hearne & Paiz CPA Partner Amber Nuse. Commissioner West explained that he was interviewed by a representative from CARF (Commission on Accreditation of Rehabilitation Facilities) who was in town looking at re-accrediting Southwest Counseling Service. Commissioner West reported that he attended the Fair Board Public Hearing regarding the proposed 4-H date change. Commissioner West updated the commission on the Sweetwater County Improvement Projects Joint Powers Board. Public Works Director John Radosevich provided a Road and Bridge update.

Commissioner Kolb

Commissioner Kolb addressed concerns relative to water diversion efforts being made by various groups. Commissioner Kolb reported on his liaison meeting for Communities Protecting the Green. Commissioner Kolb addressed the Fair Board public meeting regarding the proposed 4-H date change. Lastly, Commissioner Kolb noted that he spoke with Land Use Director Eric Bingham and Deputy County Attorney James Schermetzler and attended the Cowboys Against Cancer Event.

Commissioner Wendling

Commissioner Wendling reported on his liaison meetings for the Star Board, the Juvenile Detention Alternative Initiative Board, and the Library Board. Commissioner Wendling further reported that he attended Town Council meetings in Wamsutter and Superior. Commissioner Wendling noted that he attended the Veteran's Ceremony at the Rock Springs Young at Heart Senior Center. Lastly, Commissioner Wendling questioned if the commission would be in support of assisting the Town of Bairoil with funding costs relative to moving two units that will be used to house the library and a health office.

Chairman Johnson

Chairman Johnson reported on issues relative to Title 25 and expressed concerns that he has with the Committee/Sub-Committee. Chairman Johnson reported on a conference call that he joined with the Wyoming County Commissioners Board of Directors regarding over the cap funding and noted that a bill will be presented to legislatures with a formula that has been created to take care of counties that will be devastated by the State of Wyoming economy. Chairman Johnson reported that he attended a meeting for the Coalition of Local Governments and a Federal Agencies meeting. Chairman Johnson read aloud the report from Facility Manager Chuck Radosevich. Chairman Johnson addressed the pro-active approach that the commission has for managing the county. Chairman Johnson explained that he will be out of town for the Thanksgiving holiday and will miss the December 1, 2015 Board of County Commissioner meeting due to attending the WLCI workshop and appointed Commissioner Van Matre as acting Chairman during his absence.

County Resident Concerns

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

Action/Presentation Items

Library Board Appointment (3 year term)

Following discussion, *Commissioner Wendling moved to appoint Travis Sumulski to the Sweetwater County Library Board for a three year term. Commissioner Van Matre seconded the motion.* The motion carried.

Museum Board Appointment (to fill an un-expired term due to the resignation of Connie Stokes through 7-1-17)

Following discussion, *Commissioner Van Matre moved that Dan Perusich be appointed to a three year term to the Sweetwater County Museum Board. Commissioner Kolb seconded the motion.* The motion carried

Approval of the Letter of Support for the General Aviation Terminal and Hangar Facility Project at the Rock Springs-Sweetwater County Airport

Grants Manager Krisena Marchal presented a letter of support for the General Aviation Terminal and Hangar Facility Project at the Rock Springs-Sweetwater County Airport. Following discussion, Chairman Johnson entertained a motion to approve, and authorize the Chairman to sign, the letter of support for the General Aviation Terminal and Hangar Facility Project at the Rock Springs-Sweetwater County Airport. *Commissioner Van Matre so moved. Commissioner Wendling seconded the motion.* The motion carried.

Approval of the Letter of Support for the City of Green River Northside Lift Station Project

Grants Manager Krisena Marchal presented a letter of support for the City of Green River Northside Lift Station Project. Following discussion, Chairman Johnson entertained a motion to approve, and authorize the Chairman to sign, the letter of support for the City of Green River Northside Lift Station Project. *Commissioner West so moved. Commissioner Wendling seconded the motion.* The motion carried.

Break

Chairman Johnson requested a break.

Application to BLM for Renewal of Right of Way for Snow Fence along Nine Mile Road (CR4-15)-WYW96305 and Table Rock Road (CR4-55)-WYW101918

Public Works Director John Radosevich presented and requested authorization to approve, and authorize the Chairman to sign, the BLM Renewal of Right of Way for a Snow Fence along Nine Mile Road (CR4-15)-WYW96305. *Commissioner West so moved. Commissioner Wendling seconded the motion.* The motion carried.

Public Works Director John Radosevich presented and requested authorization to approve, and authorize the Chairman to sign, the BLM Renewal of Right of Way for a Snow Fence along Table Rock Road (CR4-55)-WYW101918. *Commissioner Van Matre so moved. Commissioner West seconded the motion.* The motion carried.

Acceptance Certificate for HRRR 04111 Paint Striping Project

Public Works Director John Radosevich presented and requested authorization to approve, and authorize the Chairman to sign, the WYDOT Acceptance Certificate for the HRRR 04111 Paint Striping Project. *Commissioner West so moved. Commissioner Wendling seconded the motion.* The motion carried.

Approval of Mineral Material Free Use Permit WYW-184849

Public Works Director John Radosevich presented and requested authorization to approve, and authorize the Chairman to sign, the Mineral Material Free Use Permit WYW-184849. Following discussion, *Commissioner Kolb moved to approve and authorize the Chairman to sign. Commissioner Van Matre seconded the motion.* The motion carried.

MOA Regarding Mitigation of Adverse Effects to Peru Cutoff Bridge

Public Works Director John Radosevich presented and requested authorization to approve, and authorize the Chairman to sign, the Memorandum of Agreement among the Federal Highway Administration, the Wyoming Department of Transportation, the Wyoming State Historic Preservation Office, Sweetwater County, the Sweetwater County Historical Museum, the Lincoln Highway Association, and tracks across Wyoming regarding mitigation of adverse effects to 48SW18892, Peru Cutoff Bridge WYDOT Project CN04106. *Commissioner Wendling so moved. Commissioner Kolb seconded the motion.* The motion carried.

Award for Fire Truck Water Tender Apparatus

Purchasing Manager Marty Dernovich and Fire Warden Mike Bournazian presented the bid opening results for the Fire Department Water Tender Apparatus. Following discussion, Chairman Johnson entertained a motion to award the bid to Apparatus Equipment & Service, Inc. for a total amount of \$261,559.89. *Commissioner Wendling so moved. Commissioner Van Matre seconded the motion.* The motion carried.

Request Approval of UMR ASA Agreement

Human Resource Director Garry McLean presented the UMR ASA Agreement. Following discussion, Chairman Johnson entertained a motion to approve the UMR Financial Renewal and Terms Amendment Agreement and authorize the Chairman to sign. *Commissioner Kolb so moved. Commissioner Wendling seconded the motion.* The motion carried.

Other

Executive Session(s)-Personnel/Legal

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

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

Lunch

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

Planning & Zoning- Public Hearing

Duane & Courtney McCauley - Zoning Map Amendment - R-3 (Multi Family Residential) to RR (Rural Residential)

Land Use Director Eric Bingham provided the Planning & Zoning report and presented Resolution 15-11-ZO-01. Land owner Courtney McCauley was present. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the hearing was closed. *Commissioner West moved to approve Resolution 15-11-ZO-01. Commissioner Wendling seconded the motion.* The motion carried.

**RESOLUTION 15-11-ZO-01
DUANE AND COURTNEY MCCAULEY
ZONING MAP AMENDMENT R-3 TO RR**

WHEREAS, Duane and Courtney McCauley are requesting a Zoning Map Amendment from R-3 (Multi Family Residential) to RR (Rural Residential) in accordance with Section 20 of the 2015 Zoning Resolution. This Zoning Map Amendment is for property owned by Duane and Courtney McCauley which is described as:

A tract of land in Section 7, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming, particularly described as follows, to wit: Beginning at the Northeast corner of said Section 7; thence North 89° 39' 14" West along the Northerly line of said Section 7 a distance of 1471.30 feet to a point; thence South 28° 27' 04" East a distance of 457.18 feet to a point on the Northerly right-of-way line of U.S. Highway I-80; thence Southeasterly along the Northerly right-of-way line of said U.S. Highway I-80 a distance of 1335.32 feet, more or less, to a point on the East line of said Section 7; thence North 0° 06' 59" East a distance of 867.76 feet along the East line of said Section 7 to the point of beginning.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on November 17, 2015 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners APPROVES the Zoning Map Amendment from R-3 (Multi Family Residential) to RR (Rural Residential) in accordance with Section 20 of the 2015 Zoning Resolution.

Dated this 17th day of November, 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

KLX Energy Services- Conditional Use Permit- Storage of Explosives

Land Use Director Eric Bingham provided the Planning & Zoning report and presented Resolution 15-11-ZO-02. KLX Energy Services District Manager Richard Price was present. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the hearing was closed. *Commissioner Kolb moved to recommend approval of Resolution 15-11-ZO-02. Commissioner Van Matre seconded the motion.* The motion carried.

**RESOLUTION 15-11-ZO-02
KLX ENERGY SERVICES
CONDITIONAL USE PERMIT**

STORAGE OF EXPLOSIVES

WHEREAS, KLX Energy Services is requesting a Conditional Use Permit for the Storage of Explosives in accordance with Section 7 of the 2015 Zoning Resolution. This Zoning Map Amendment is for property owned by DeBernardi Investments, LLC which is described as:

Lots 18 and 19, Foothills Subdivision, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on November 17, 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 the Storage of Explosives in accordance with Section 7 of the 2015 Zoning Resolution and the following conditions:

- 1. The Conditional Use Permit for the Storage of Explosives is personal to the applicant.

Dated this 17th day of November, 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

Rock Springs Energy Group- Conditional Use Permit- Storage of Fuels above Quantities Allowed

Land Use Director Eric Bingham provided the Planning and Zoning report and presented Resolution 15-11-ZO-03. Southwest Real Estate Realtor Brian Marincic, Rock Springs Energy Group LLC Vice President of Operations Tom Alexander, Project Developer Wayne Heftye, and Rock Springs Energy Group LLC Manager Gustavo Schroeder were present. Sweetwater County Fire Warden Mike Bournazian and Rock Springs Fire District #1 Fire Chief Scott Kitchner were present to express confidence in the proposed fire system acknowledging that the suppress system far exceeds the requirements. Following discussion, Chairman Johnson opened the public hearing. Residents Charilla Wagoner and Shauna Simpson were present to address their concerns. Hearing no further comments, the hearing was closed. *Commissioner Kolb moved to approve Resolution 15-11-ZO-03 as amended by Planning & Zoning. Commissioner Wendling seconded the motion.* Following further discussion and a roll call vote, the motion carried.

**RESOLUTION 15-11-ZO-03
ROCK SPRINGS ENERGY GROUP LLC
CRUDE OIL UPGRADING AND STORAGE TANK FACILITY
CONDITIONAL USE PERMIT
STORAGE OF FUELS ABOVE QUANTITY ALLOWED IN I-2 DISTRICT**

WHEREAS, Rock Springs Energy Group LLC is proposing to build a Crude Oil Upgrading and Storage Tank Facility at 93 Reliance Road. This facility will process crude oil and condensate into refined products such as paraffin wax, marine diesel and solvents. The Storage Tank Facility will require a Conditional Use Permit, in accordance with Section 7 of the 2015 Zoning Resolution, due to the requested Storage of Fuels over the amount allowed in the Heavy Industrial zoning district.

WHEREAS, this project will be located on 3 adjoining parcels of land including property currently owned by Dowell Schlumberger, Inc. and Dow Chemical Company which will equal approximately 37.53 Acres located in the Southeast Quarter of Section 35, Township 20 North, Range 105 West of the 6th Principal Meridian, Sweetwater County, Wyoming with the Dowell Schlumberger parcel being commonly known as 93 Reliance Road and the project parcel legally described as follows:

A piece, parcel or tract of land lying in the South one-half of the South one-half (S2S2) of Section 35, Township 20 North, Range 105 West of the 6th Principal Meridian, Sweetwater County, Wyoming and being more particularly described as follows: Beginning at the point of intersection of the centerline of

the right-of-way of the Union Pacific Railroad Company's Reliance Spur Tract and the South line of said Section 35 from which the southeast corner thereof bears South 89° 43' East along the said South line for a distance of 407.00 feet; thence from the point of beginning North 89° 43' West along the said South line of Section 35 for a distance of 240.6 feet; thence North 54° 51' 52" West for a distance of 1,136.61 feet; thence North 40° 51' East for a distance of 418.77 feet to the centerline of the right-of-way of said Union Pacific Railroad Company's Reliance Spur Tract; thence South 49° 09' East along the said centerline for a distance of 975.00 feet to the beginning of a tangent curve to the right, having a radius of 459.28 feet; thence southeasterly along said curve and along said centerline through a central angle of 47° 31' 18" an arc distance of 380.93 feet to a point on the said South line of Section 35 and the point of beginning. – AND- A piece, parcel or tract of land located in the Southeast Quarter of Section 35, Resurvey Township 20 North, Range 105 West of the Sixth Principal Meridian, Sweetwater County, Wyoming, said tract includes the McCurtain ET AL. tract as described in Book 727, Page 537 recorded in the Office of Sweetwater County Clerk, and a portion of the McCurtain ET AL. tract as described in Book 605, Page 56 recorded in said Office of County Clerk; said tract is more particularly described as follows; Beginning at a point which lies on the south line of Section 35, said point being located North 89°43'00" West at a distance of 647.60 feet from the southeast corner thereof; Thence continuing North 89°43'00" West along the south line of said Section 35 for a distance of 1488.80 feet; Thence North 4°25'08" West along the westerly boundary of the McCurtain ET AL. tract described in Book 727, Page 537 (deed North 4°25'29" West) for a distance of 1445.64 feet to the most westerly corner thereof, said point being the beginning of a non-tangent curve, concave southerly, having a radius of 739.49 feet, the center of which bears South 5°45'00" East; Thence Southeasterly along said curve and said McCurtain ET AL. boundary through a central angle of 46°36'00" East for an arc distance of 601.44 feet; Thence South 49°09'00" East along said McCurtain ET AL. boundary for a distance of 489.71 feet to a point which lies on the westerly boundary of the Dowell Schlumberger tract as described in Book 789, Page 569 recorded in said Office of County Clerk; Thence South 40°50'57" West along said Dowell Schlumberger boundary for a distance of 393.77 feet to the most westerly corner thereof; Thence South 54°51'52" East along said Dowell Schlumberger boundary for a distance of 1136.61 feet to the point of beginning. The above described tract contains an area of 27.67 acres. The basis of bearing is B.L.M. bearing of North 89°43'00" West along the south line of said Section 35.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on November 17, 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 the Storage of Fuels in accordance with Section 7 of the 2015 Zoning Resolution and the following conditions:

1. Semi-truck and rail traffic will be limited to between the hours of 7:00 am and 7:00 pm daily.
2. An 8-foot high fence with approved screening is required on the southern boundary of the property abutting the residential zone district.
3. The site must connect to public sewer service when that service is located within 400 feet of the property as required by Wyoming Statutes.
4. The applicant is required to submit a stamped technical opinion and report prepared by a qualified professional engineer that will analyze the fire safety properties of the design, operation or use of the buildings or premises and the facilities and appurtenances situated thereon at the time of submittal of a Sweetwater County Construction Permit Application.
5. The applicant shall obtain all applicable Federal, State and local permits.
6. At a minimum, the tanks in Tank Farm #1 labeled TK-01, TK-02 and TK-03 and in Tank Farm #2 labeled TK-22, TK-03, TK-02 and TK-01 on Drawing #100-GL-054 revised and dated 10/30/2015 shall be painted in an earthtone or BLM Standard Environmental color.
7. Fire hydrants and foam suppression equipment and placement as required and approved by Sweetwater County Fire District #1 and in compliance with the International Fire Code.
8. Walk through access gates on Tri-State Road and Knox Boxes as required by Sweetwater County Fire District #1.
9. The Questar gas main will have to be relocated at construction of the new railroad spur.
10. Conditional Use Permit is not valid until the applicant, Rock Springs Energy Group, LLC registers with the State of Wyoming.

Dated this 17th day of November, 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

Action/Presentation Items Continued

Aspen Mountain Medical Center Update

Due to being behind schedule, Aspen Mountain Medical Center CEO Steve Perry requested to reschedule.

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

Authorization for Bonds

12-1-15

Darrell Burke	SWCO Fire District # 1, Treasurer	\$5,000.00
Norman D. Johnson	Reliance Fire District, Treasurer	\$5,000.00
Steve Latham	North Sweetwater & Sewer District, Treasurer	\$1,000.00

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Absent

Wally J. Johnson, Chairman

John K. Kolb, Member

Donald Van Matre, Member

Attest:

Randal M. Wendling, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

James P. Schermetzler, Deputy County Attorney

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 71032419

That we Darrell Burke

of Rock Springs, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound

unto _____, the State of Wyoming, in the penal

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

Dated this 30th day of October, 2015.

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

Appointed

Principal was duly Elected to the office of TREASURER

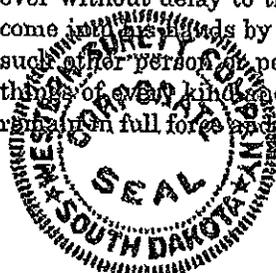
in the of SWEETWATER COUNTY FIRE DISTRICT #1

and State aforesaid for the term beginning November 20, 2015, and ending

November 20, 2016.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and

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



Darrell Burke

Principal

WESTERN SURETY COMPANY

By Paul T. Bruffat

Paul T. Bruffat, Senior Vice President

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 52772254

That we Norman D. Johnson

of Reliance, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound

unto Reliance Fire District, the State of Wyoming, in the penal

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

Dated this 5th day of August, 2015.

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

Principal was duly Appointed Elected to the office of Treasurer

in the Reliance Fire District

and State aforesaid for the term beginning December 1, 2015, and ending

December 1, 2016.

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



[Signature]
Principal

WESTERN SURETY COMPANY

By [Signature]
Paul T. Bruflat, Senior Vice President

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 71206296

That we Steve Latham,

of Reliance, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound

unto North Sweetwater Water & Sewer District To System, the State of Wyoming, in the penal

sum of One Thousand and 00/100 DOLLARS (\$ 1,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 18th day of November, 2015.

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

Appointed

Principal was duly Elected to the office of Treasurer

in the of North Sweetwater Water & Sewer District To System,

and State aforesaid for the term beginning December 12, 2015, and ending

December 12, 2016.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and

impartially perform all the duties of his said office of Treasurer

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

Steven Latham Principal

WESTERN SURETY COMPANY

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

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: <i>12-1-15</i>	Name & Title of Presenter: Steve Perry, CEO
Department or Organization: Aspen Mountain Medical Center	Contact Phone & E-mail: 307-448-2758 sperry@aspenmountainmc.com <i>Katie Kuhlman</i>
Exact Wording for Agenda: <i>Aspen Mountain Medical Center update.</i>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <i>9:40 = 30 min</i>
Will there be Handouts? (If yes, include with meeting request form) No	Will handouts require SIGNATURES: No
Additional Information: N/A	

- 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: December 1, 2015	Name & Title of Presenter: Daniel E. Erramouspe
Department or Organization: County Attorney's Office	Contact Phone & E-mail: 922-5267 erramousped@sweet.wy.us
Exact Wording for Agenda: Special Prosecution Request	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 15 Minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information:	

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

RESOLUTION #15-12-AT-01

**A RESOLUTION AUTHORIZING THE APPOINTMENT OF A
SPECIAL PROSECUTOR**

Whereas, the Sweetwater County and Prosecuting Attorney has become aware of a criminal case, in which the prosecution of the Defendant in the case by the Sweetwater County Attorney, or his deputies, would result in either a conflict of interest, or the appearance of impropriety; and

Whereas, the Sweetwater County and Prosecuting Attorney has entered into an agreement with Clayton Kanier, who is the duly elected County and Prosecuting Attorney for Sublette County, Wyoming, and the agreement further includes Clayton Kanier's appointed Deputies; and

Whereas, pursuant to said Agreement, Clayton Kanier or one or more of his Deputies have agreed to assist the Sweetwater County and Prosecuting Attorney by prosecuting the case; and

Whereas, Clayton Kanier and his Deputies have agreed to perform the aforementioned legal services without compensation from Sweetwater County; and

Whereas, Wyoming Statutes §§ 18-3-302 and 18-3-107 authorize such appointment of counsel with the approval of the Board of County Commissioners, and said action is in the interest of Sweetwater County, Wyoming;

Now, Therefore Be It Hereby Resolved that Board of County Commissioners of Sweetwater County, Wyoming consents to the appointment of or any of his assistants to serve as special deputy county and prosecuting attorney(s) in a particular case.

DATED this 1st day of December, 2015.

The Board of County Commissioners
Sweetwater County, Wyoming

Wally J. Johnson, Chairman

John K. Kolb, Commissioner

Don VanMatre, Commissioner

Randal M. Wendling, Commissioner

ATTEST:

Stephen Dale Davis

Reid O. West, Commissioner

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: December 1, 2015	Name & Title of Presenter: Bonnie Phillips, Accounting Manager
Department or Organization: County Clerk's office	Contact Phone & E-mail: 307-872-3762 phillipsb@sweet.wy.us
Exact Wording for Agenda: Human Service Agreement FY 16 Modification for VIRS	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Action Item - Acceptance of Modified Human Service Agreement for VIRS (5 minutes)
Will there be Handouts? (If yes, include with meeting request form) Y	Will handouts require SIGNATURES: Y
Additional Information:	

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

Authorization for Modification of Human Service
12-1-15

Volunteer Information and Referral Service

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Donald Van Matre, Member

Attest:

Randal M. Wendling, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

**MODIFICATION OF AGREEMENT BETWEEN THE BOARD OF COUNTY
COMMISSIONERS FOR SWEETWATER COUNTY, AND VOLUNTEER
INFORMATION AND REFERRAL SERVICE**

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and Volunteer Information and Referral Service, 333 Broadway Suite 210, Rock Springs, Wyoming 82901.

WITNESSETH:

WHEREAS, the Board of County Commissioners for Sweetwater County, Wyoming, hereinafter "THE COUNTY," and Volunteer Information and Referral Service, hereinafter "VIRS", have entered into that certain agreement executed by VIRS on July 29, 2015 and by the COUNTY on August 18, 2015; and

WHEREAS, the parties have learned that VIRS because of a decrease in the amount of revenue available to it is not required by the State of Wyoming to obtain an annual audit; and

WHEREAS, the COUNTY has determined that requiring an audit is not necessary and would cause an undue financial hardship to VIRS;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The requirement set out in Sub-paragraph 6 h of the Agreement described above that VIRS obtain from a certified public accountant an independent financial and compliance audit is hereby waived and shall not be required.
2. All other provisions of the agreement executed by VIRS on July 29, 2015 and by COUNTY on August 18, 2015 shall remain in full force and effect.

Dated this ____ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, WYOMING

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

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this 12 day of November 2015.

VOLUNTEER INFORMATION
REFERRAL SERVICE

By: Robbie Duke
Title: President of Board

ATTEST:

Title: _____

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, AND VOLUNTEER INFORMATION AND REFERRAL
SERVICE**

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and Volunteer Information and Referral Service, 809 Thompson Street, Suite F, Rock Springs, Wyoming 82935.

WITNESSETH:

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

WHEREAS, Volunteer Information and Referral Service, hereinafter "VIRS", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2015 through June 30, 2016, and may, if not supplanted by a new Agreement, or terminated pursuant to the terms hereof, continue on a month-to-month basis for not more than three months thereafter.
2. Services. VIRS agrees to provide the following services to residents of Sweetwater County, Wyoming:
 - a. Respite Care: Provide in-home care to help meet the needs of families with handicapped or disabled family member enabling other family members to leave the

home temporarily.

b. Community Projects for Children: Through a child protection program, provide information, education, and referral on issues of child abuse and neglect.

3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$124,000.00 for VIRS expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to VIRS'S compliance with the terms and conditions of this Agreement.

4. Furniture and Equipment. The parties mutually understand and agree that it may be necessary at times for VIRS to use allocated funds for the purchase of furniture and equipment to facilitate the provision of services hereunder. VIRS agrees that any furniture or equipment with a purchase price of Four Hundred Dollars (\$400.00) or more shall become the property of and be turned over to THE COUNTY in the event VIRS ceases to provide the services specified herein to residents of Sweetwater County or THE COUNTY ceases to provide funding to VIRS for said services. VIRS shall maintain said property in good condition and maintain sufficient property and casualty insurance on said property. The parties mutually agree that this provision shall survive the expiration of the term of this Agreement.

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

6. Responsibilities of VIRS: VIRS shall:

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

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

trustees.

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

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

13. General Provisions.

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

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

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

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

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

f. Notices required or permitted under this Agreement shall be delivered

personally or deposited in the United States mail, postage prepaid, to the following addresses:

- (1) In the case of THE COUNTY:
Board of County Commissioners for Sweetwater County, Wyoming
80 West Flaming Gorge Way
Green River, Wyoming 82935-4250

- (2) In the case of VIRS:
Volunteer Information Referral Service
809 Thompson Street, Suite F 333 Broadway Suite 210
Rock Springs, Wyoming 82901

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

Dated this 18th day of August 2015.



BOARD OF COUNTY COMMISSIONERS FOR SWEETWATER COUNTY, WYOMING

By: [Signature]
Wally Johnson, Chairman
Board of County Commissioners
for Sweetwater County, Wyoming

ATTEST:

[Signature]
Steven Dale Davis
Sweetwater County Clerk

Dated this 29 day of July 2015.

VOLUNTEER INFORMATION REFERRAL SERVICE

By: [Signature]
Title: Executive Director

ATTEST:

Title: _____

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Requested Meeting Date: December 01, 2015	Name & Title of Presenter: Josefina Ibarra County Coordinator
Department or Organization: UW Extension Sweetwater County	Contact Phone & E-mail: 307-352-6775 jibarra2@uwyo.edu
Exact Wording for Agenda: Authorization to hire vacant part-time non-benefited Horticulture position.	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Morning; 15 minutes
Will there be Handouts? (If yes, include with meeting request form) No	Will handouts require SIGNATURES: No
Additional Information: This position has been vacant since November 2014. Several rounds of position openings were posted/advertised and two people were interviewed. This position was included in the budget request for FY2016 and is included in the budget amount approved.	

- 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

<p>Date Requested: December 1, 2015</p>	<p>Name & Title of Presenter: Krisena Marchal, Grants Manager Mike Bournazian, Fire Warden</p>
<p>Department or Organization: Grants Administration Fire Department</p>	<p>Contact Phone & E-mail: marchalk@sweet.wy.us bournazianm@sweet.wy.us</p>
<p>Exact Wording for Agenda: Approval of the State Fire Assistance Grant Subrecipient Agreement and Related Certifications</p>	<p>Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes</p>
<p>Will there be Handouts? (If yes, include with meeting request form) Yes</p>	<p>Will handouts require SIGNATURES: Yes - by the Chairman</p>
<p>Additional Information:</p> <p>Please see attached summary.</p> <p>Action requested:</p> <p>Motion to approve, and authorize the Chairman to sign, the State Fire Assistance Grant Subrecipient Agreement and related certifications.</p>	

To: Sweetwater County Commissioners
From: Krisena Marchal, Grants Administration
Subject: BOCC Meeting 12/1/15
Approval of the 2015 State Fire Assistance Grant Subrecipient Agreement and Related Certifications

Executive Summary:

Sweetwater County was awarded \$16,086 in grant funding from the Wyoming State Forestry Division. The federal portion of the award requires a 50 percent cash match that is being covered with State General Fund money through the Wyoming State Forestry Division. The term of the grant ends on June 30, 2016.

The primary purpose of the funding is to support the statutory duties of the County Fire Warden’s position (similar to the Homeland Security funding the County receives for the Emergency Management position).

<u>2015 State Fire Assistance Grant – Fire Warden</u>				
	Federal SFA Award	State Forestry Cash Match	County Portion	TOTAL COST
Payroll Costs Salary and benefits for the Fire Warden doing allowable statutory activities under the grant	8,043	8,043	98,115.50	114,197.50
	\$8,043 (7%)	\$8,043 (7%)	\$98,115.50 (86%)	\$114,197.50 (100%)

Recommendation:

Staff notes that this grant award was included in the FY 2016 budget message as anticipated revenue.

Staff recommends approval of the documents.

Action Requested:	Motion to approve, and authorize the Chairman to sign, the State Fire Assistance Grant Subrecipient Agreement and related certifications.
--------------------------	--

**FY 2015-2016
Fire Warden Position
Total Cost of Employment**

Location Description	Position	Annual Salary	FICA	Health insurance	Work Comp	Retirement	TOTAL BENEFITS (Annually)	Annual cost of employment
FIRE MARSHALL	FIRE WARDEN	\$ 75,000.00	\$ 5,737.50	\$ 19,900.00	\$ 1,095.00	\$ 12,465.00	\$ 39,197.50	\$ 114,197.50

SFA SUBRECIPIENT AGREEMENT

This Agreement for State Fire Assistance Grant funds entered into this date between Sweetwater County and **Office of State Lands & Investments, Wyoming State Forestry Division (WSFD)**.

Sweetwater County agrees to serve as a subrecipient for the **Office of State Lands & Investments, Wyoming State Forestry Division** for the purpose of receiving and disbursing funds from the State of Wyoming, OSLI, Forestry Division, USDA Forest Service **Region #2** State Fire Assistance Grant Program. By this action, subrecipient agrees to provide the following services for the Wyoming State Forestry Division:

1. Establish a separate accounting record for Grant # 14-DG-11020000-039, CFDA# 10.664, Project Code SFA, **\$8,043.00** and State General Fund **\$8,043.00. Total Award Amount \$16,086.00.**
2. Provide wildland fire training records/rosters to the Wyoming Fire Academy.
3. Follow all provisions in Attachment A. Purchase only approved items unless written justification is submitted and approved by Wyoming State Forestry Division.
4. Complete calendar year 2014 wildland fire reporting in the WSFD fire reporting program prior to receiving reimbursement.
5. Provide documentation of accomplishments related to these grant funds and a final close out report by September 30, 2016.
6. This agreement expires June 30, 2016.
7. Neither party waives its right to sovereign immunity.

Subrecipient

**Office of State Lands & Investments,
Wyoming State Forestry Division**

Signature

Bill Crapser, State Forester

Wally J. Johnson

Printed Name

Date

Chairman,

Sweetwater County Commission

December 1, 2015

Date

JPS
11/20/15
1

Wyoming State Forestry Division
STATE FIRE ASSISTANCE (SFA)

Establish Available Funding –

All Funds are contingent upon availability of federal and state funds and may vary greatly from year to year.

Overview, Federal Guidance and Application Criteria for Grant # 14-DG-1102-0000-039, CFDA # 10.664:

Authority: The State Fire Assistance program is authorized by the Cooperative Forestry Assistance Act of July 1, 1978, Public Law 95-313 and the Food, Agriculture, Conservation, and Trade Act of 1990, as amended, Public Law 101-624. The State Fire Assistance Program provides financial assistance to State Foresters for all fire management activities, including training, planning, hazardous fuel treatments, and purchase and maintenance of equipment. Emphasis is on fire planning to ensure that Federal, State, and local agencies deliver a uniform and coordinated suppression response to wildland fire. Funding enables State and local fire protection organizations to be effective first responders in all types of disasters. The Cooperative Forest Fire Prevention program is a component within this activity and includes the "Smokey Bear" program.

Priority is placed on funding and supporting the County Fire Warden position and the attached statutory and recommended duties of the County Fire Warden.

The grant funding for this program are considered a reimbursement grant. Reimbursement can be sought monthly, quarterly, or upon final completion of the grant project. Documentation of actual expenses must be submitted with each reimbursement request. The federal grant funds are being matched with State funding dollar for dollar, therefore, no additional match is required.

Use SPCF and SPS2 funds to:

1. Provide financial assistance, technical training, equipment and technology to States, territories, and possessions, to ensure delivery of an efficient, uniform, and coordinated wildland fire protection program.
2. Provide financing to manage the cooperative fire-related Federal Excess Personal Property Program (FEPP), and to conduct public service advertising, education, and special fire prevention activities.

The SFA program provides federal grant financial assistance to fire management activities including preparedness activities, planning, training, and the purchase and maintenance of equipment. Funding enables State and local fire protection organization to be effective first responders for initial attack on wildland fires and to respond effectively to all types of disasters.

Negotiation and Execution of award document –

JPS
11/20/16

Attachment "A"

This is an award of Federal financial assistance and is subject to OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as implemented by regulations 7CFR 3016 —Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR 225, Cost Principles for State, Local and Indian Tribal Government, and OMB Circular A-133 as implemented by USDA regulation 7 CFR 3052. All Federal and Recipient matching/cost-share contributions are subject to all relevant OMB Circulars and Code of Federal Regulations.

An audit done in accordance with the provisions of OMB Circular A-133 should sub-recipients expend more than \$500,000.00 in total of federal assistance from any funding or pass-through agency during the sub-recipient's respective fiscal year. A copy of the audit report must be submitted to the WSFD.

Monitoring Process –

High risk and deficiencies process:

High Risk Sub-recipients (HRS): Sub-recipients who have a complex program, a high percentage of awards passed through, receive large awards (over \$100,000 from a single grant), have no sub-recipient history or have a known history of compliance problems are considered a HRS. Precautions will be taken in all aspects of internal controls to mitigate for a HRS. If a HRS presents issues that cannot be mitigated, WSFD will suspend, withdraw, deny and/or nullify sub-award agreement and reimbursement payments to that sub-recipient.

Reimbursement Process-

Partners are reimbursed for mutually agreed expenses upon receipt of program specific payment request and supporting documentation of expenses and compliance with program standards. Necessary supporting documentation will vary with the nature of the activity and may include receipts, payroll statements, travel vouchers, invoices, contracts, reports, appraisals and legal documents.

Submit Invoice after Expense Incurred:

After expenditures are audited and approved, invoice will be submitted to WSFD Accounting personnel in the Wyoming Office of State Lands and Investment to be processed for payment

Detailed Expenses and Documentation:

Necessary documentation will vary with the nature of the activity and may include receipts, invoices.

Invoice Reviewed and Approved:

WSFD Fire Business Manager reviews and approves documentation, then submits payment request to accountant. All requests for reimbursement will follow WSFD Internal Control Procedures.

Payment Made:

Payment is made following review by the Fire Business Manager and approval by the Fire Management Officer and the State Forester.

JAS
11/20/16

U.S. DEPARTMENT OF AGRICULTURE

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Sweetwater County

Organization Name

PR/Award Number or Project Name

Wally J. Johnson, Chairman, Sweetwater County Commission

Name(s) and Title(s) of Authorized Representative(s)

December 1, 2015

Signature(s)

Date

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The regulations were published as Part II of the January 31, 1989 Federal Register (pages 4947-4952). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Alternative I

(A) The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, State, zip code)

Sweetwater County, Wyoming

Sweetwater County

Organization Name

PR/Award Number or Project Name

Wally J. Johnson, Chairman, Sweetwater County Commission

Name and Title of Authorized Representative

December 1, 2015

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance was placed when the agency determined to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<p>Date Requested:</p> <p>December 1, 2015</p>	<p>Name & Title of Presenter:</p> <p>Krisena Marchal, Grants Manager Karin Kelly, Director</p>
<p>Department or Organization:</p> <p>Grants Administration Department of Juvenile Probation</p>	<p>Contact Phone & E-mail:</p> <p>marchalk@sweet.wy.us kellyk@sweet.wy.us</p>
<p>Exact Wording for Agenda:</p> <p>Approval of the Volunteers of America Northern Rockies 2014/2015 Subaward Grant Agreement</p>	<p>Preference of Placement on Agenda & Amount of Time Requested for Presentation:</p> <p>5 minutes</p>
<p>Will there be Handouts? (If yes, include with meeting request form)</p> <p>Yes</p>	<p>Will handouts require SIGNATURES:</p> <p>Yes - by the Chairman</p>
<p>Additional Information:</p> <p>Please see attached summary.</p> <p>Action requested:</p> <p>Motion to approve, and authorize the Chairman to sign, the Volunteers of America Northern Rockies 2014/2015 Subaward Grant Agreement.</p>	

To: Sweetwater County Commissioners
From: Krisena Marchal
Subject: BOCC Meeting 12/1/15
Approval of the Volunteers of America Northern Rockies
2014/2015 Subaward Grant Agreement

Executive Summary:

Sweetwater County has been awarded federal grant funding through Volunteers of America Northern Rockies (VOANR). The total award is \$63,396 and requires no cash match from the County. The agreement ends on September 30, 2016.

The funding will be used to sustain the Pre-Court Diversion Program for 12 months through the County's Juvenile Probation Department. It supplements a state Juvenile Services Block Grant (JSBG) that has already been approved.

The purpose of the project is to make progress towards attaining compliance with the mandates of the Juvenile Justice and Delinquency Prevent Act of 2002 (JJDA) which focuses on the care and treatment of youth in the justice system. This project specifically aims at keeping eligible youth out of entering the court system.

<u>PRE-COURT DIVERSION PROGRAM 12 MONTH BUDGET</u>			
	VOANR Grant Award	JSBG Award	TOTAL PROJECT BUDGET
• Payroll 1 full-time Youth Case Manager (with benefits)	60,298	12,514	72,812
• Electronic Monitoring Equipment	2,014	422	2,436
• Travel	1,084	236	1,320
	\$63,396 (83%)	\$13,172 (17%)	\$76,568 (100%)

Recommendation:

Staff notes that expenses related to oversight and other operational costs such as telephone and equipment are included in Juvenile Probation's regular County budget.

Staff recommends approval of the agreement.

Actions Requested:	Motion to approve, and authorize the Chairman to sign, the Volunteers of America Northern Rockies 2014/2015 Subaward Grant Agreement
---------------------------	---

2014/2015 SUBAWARD AGREEMENT

BETWEEN VOLUNTEERS OF AMERICA NORTHERN ROCKIES AND SWEETWATER COUNTY

This agreement made and entered into this _____ day of _____, 2015 by and between Volunteers of America Northern Rockies, a non-profit organization, hereinafter referred to as Subgrantor, and Sweetwater County, hereinafter referred to as Recipient;

Whereas, Volunteers of America Northern Rockies has entered into Cooperative Agreements with the Office of Juvenile Justice and Delinquency Prevention, Award Numbers: 2014-JF-FX-K001 and 2015-JF-FX-K001; and

Whereas, the primary objective is to Attain and Maintain Compliance with the Core Protections of the Federal Juvenile Justice and Delinquency Prevention Act of 2002 (JJDP A).

Now, therefore, in consideration of the mutual benefits contained herein the Subgrantor and the Recipient do agree as follows:

1. **Contract Documents:** Contract documents shall consist of this agreement and three (3) attachments, which are incorporated by reference into this agreement. Attachment I is the "Quarterly Report." Attachment II is the "Reimbursement Request," and Attachment III is the "Guidelines for Financial Management of JJDP Funded Activities."
2. **Services:** The Recipient agrees to perform those services as outlined in its application for funding.
3. **Agreement Period:** The agreement period shall be October 1, 2015, to September 30, 2016 (hereinafter the "agreement period").
4. **Contract Amount:** The Subgrantor agrees to make available \$63,396 for use by the Recipient for the agreement period.
5. **Financial Responsibility:** Recipient is responsible for the receipt and disbursement of these federal funds, and for their identification as pass-through funds from Volunteers of America Northern Rockies, under CFDA#16-540.
6. **Alterations:** Any alterations in the work program or the budget shall be submitted to and approved in writing by the Subgrantor.
7. **Quarterly Reports:** The Recipient agrees to submit quarterly progress and financial reports/reimbursement requests for each of the Phases (with accompanying deadlines) noted below:
Phase 1: October 1, 2015 – December 31, 2015 (Report due by January 15, 2016)
Phase 2: January 1, 2016 – March 31, 2016 (Report due by April 15, 2016)
Phase 3: April 1, 2016 – June 30, 2016 (Report due by July 15, 2016)
Phase 4: July 1, 2016 – September 30, 2016 (Report due by October 15, 2016)
The Recipient will submit the reports to Volunteers of America Northern Rockies. All reimbursement requests should also include copies of the receipts/invoices/paystubs for each expense and the amount requested should be clearly identified in the documents.
8. **Payments:** Payments under this agreement will be made quarterly, upon receipt and approval of the quarterly reports.
9. **Monitoring:** The Subgrantor will schedule monitoring visits with the Recipient to evaluate the progress and performance of the program and to provide technical assistance.

JAS
11/23/15

10. **Subcontract:** No part of this agreement may be assigned or subcontracted.
11. **Termination of Agreement for Cause:** If the Recipient shall fail to fulfill its obligations under the contract, or if the Recipient shall violate any of the stipulations of this agreement, the Subgrantor shall have the right to terminate this agreement by giving written notice to the Recipient of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of termination. The Recipient will be paid an amount representative of the allowable costs the Recipient has actually performed under this agreement.
12. **Equal Employment Opportunities:** The Recipient shall comply with equal employment opportunities as stated in Executive Order 11246, entitled "Equal Employment Opportunity" as amended by the Executive Order 11375, and as supplemented in Department of Labor regulations.
13. **Federal Audit Requirements:** The Recipient agrees that if it expends an aggregate amount of \$500,000.00 or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Recipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OBM circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. A copy of this audit report should be submitted to the Subgrantor within six (6) months of the end of the Fiscal Year.
14. **Examination of Records:**
 - a. The Recipient agrees to make available original records, documents and other evidence pertaining to expenses and performance of this agreement, as requested by Subgrantor. The Recipient shall preserve its records until expiration of three (3) years after final payment under this agreement.
 - b. The Recipient further agrees to make same records available to the Auditor of the Office of Juvenile Justice and Delinquency Prevention for a period of three (3) years beyond the final payment under this agreement.

Volunteers of America Northern Rockies

Sweetwater County

Jeffrey M. Holsinger, President & CEO

Signature & Title

Date

Date

JRH
11/23/15

Attachment I

**Volunteers of America Northern Rockies (VOA)/
Office of Juvenile Justice and Delinquency Prevention (OJJDP)
2014/2015 Nonparticipating State Award Subgrant
Quarterly Report
CFDA # 16.540**

The information provided will be used by the grantor agency to monitor grantee cash flow to ensure proper use of federal funds. No further monies or other benefits may be paid out under this program unless this report is completed and filed with VOA.

1. Report Date: _____
2. County: _____
3. Project Phase: _____ Dates: _____
4. Project Coordinator: _____
5. Project Coordinator's Phone #: _____
Cell #: _____
Email: _____
Fax #: _____
6. Grant Fund Number: _____
7. Grant Amount: _____
8. Amount Expended Since Last Report: _____

Brief Project Description: _____

What's working well in your project?:

Where are the gaps in your project?:

What help do you need to accomplish your goals?:

Please provide an unduplicated number of juveniles served with this subgrant funding during this Project Phase:

	Activity/Service	# of Juveniles
1)		
2)		
3)		
4)		
5)		
TOTAL:		

Disproportionate Minority Contact: Please provide an unduplicated number of juveniles served at each of the following nine contact points. If the number is zero, please indicate "0." If the number is unknown, please indicate "n/a."

	Contact Point	RACE					ETH.	TOTALS:
		# of White	# of American Indian or Alaska Native	# of Asian	# of Black or African-American (Non-Hispanic)	# of Native Hawaiian or Other Pacific Islander	# of Hispanic or Latino	
1)	Arrest							
2)	Referral							
3)	Diversion							
4)	Detention							
5)	Petitioned/Charges Filed							
6)	Delinquent Findings							
7)	Probation							
8)	Confinement in Secure Correctional Facilities							
9)	Transferred to Adult Court							
TOTALS:								

ETH. = Ethnicity

Please star (*) those areas that are financially supported -- in part or fully -- by OJJDP funds.

To Be Completed by VOA/OJJDP Project Director

Monthly juvenile jail rosters for this county have been completed:	Yes	No
Signature:	Date:	

Mail To: VOA/OJJDP Project Director
1876 S. Sheridan Ave.; Sheridan, WY 82801

Attachment II

**Volunteers of America Northern Rockies (VOA)/
Office of Juvenile Justice and Delinquency Prevention (OJJDP)
2014/2015 Nonparticipating State Award Subgrant
Reimbursement Request
CFDA # 16.540**

County: _____

Authorized Person Making Request: _____

Dates of Reimbursement Request Expenditure: From: _____
To: _____

Amount Requested: _____

Authorized Signature (County Commissioner) _____ Date: _____

Must provide a detailed list of these expenditures and provide invoices:

VOA/OJJDP 2014/2015 Nonparticipating State Award Subgrant				
EXPENSE	BUDGET	QUARTER EXPENSE	PERIOD TO DATE EXPENSE	BUDGET REMAINING
Personnel				
Supplies & Operating				
Travel				
Equipment				
Contracted, Consultant, & Professional Services				
TOTALS:				

OFFICE USE ONLY:	
Date Request received: _____	Date of Approval: _____
Approved: _____, Craig Fiskus, Project Director	Check # _____
Payment issued on: _____	

Mail To: VOA/OJJDP Project Director
1876 S. Sheridan Ave.; Sheridan, WY 82801

Attachment III

Guidelines for Financial Management of OJJDP Funded Activities

To comply with federal regulations, Recipients must have a financial management system that provides accurate, current and complete disclosure of the financial status of the activity. This means that the financial system must be capable of generating regular financial status reports which indicate the dollar amount allocated for each activity (including any revisions), amount obligated and amounts expended. The system must permit the comparison of actual expenditures and revenues against budgeted amounts. In review of the quarterly fiscal reporting information provided by the Recipient, the Subgrantor must be able to isolate all Office of Juvenile Justice and Delinquency Prevention (OJJDP) funds received.

The Recipient must support accounting records with source documentation. The Recipient must also secure and retain invoices, purchase vouchers, payrolls and the like for three years beyond the final payment under this agreement.

All employees paid in whole or in part from OJJDP funds should prepare a time sheet indicating the hours worked on OJJDP projects for each pay period. Based on these time sheets and hourly payroll costs for each employee, the Recipient must maintain appropriate documentation in the files.

Payment to Recipients will be on a reimbursement basis and will be presented on the quarterly fiscal reports. Special advances may be available upon special request. Such requests should be in writing and submitted to:

Volunteers of America Northern Rockies
Attn: OJJDP Project Director
1876 S. Sheridan Ave.
Sheridan, WY 82801

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<p>Date Requested:</p> <p>December 1, 2015</p>	<p>Name & Title of Presenter:</p> <p>Krisena Marchal, Grants Manager Mike Lowell, Sheriff</p>
<p>Department or Organization:</p> <p>Grants Administration Sheirff's Office</p>	<p>Contact Phone & E-mail:</p> <p>marchalk@sweet.wy.us lowellm@sweet.wy.us</p>
<p>Exact Wording for Agenda:</p> <p>Approval of Purchases with the FY 2014 LETPA and SHSP Grant Awards</p>	<p>Preference of Placement on Agenda & Amount of Time Requested for Presentation:</p> <p>5 minutes</p>
<p>Will there be Handouts? (If yes, include with meeting request form)</p> <p>Yes</p>	<p>Will handouts require SIGNATURES:</p> <p>No</p>
<p>Additional Information:</p> <p>Please see attached summary.</p> <p>Action requested:</p> <p>Motion to approve the purchase of Video Cameras with kits and storage, and WyoLink Portable Radios with the Fiscal Year 2014 LETPA and SHSP Grant Awards.</p>	

To: Sweetwater County Commissioners
From: Krisena Marchal, Grants Administration
Subject: BOCC Meeting 12/1/15
Approval of Purchases with the FY 2014 LETPA and SHSP Grant Awards

Executive Summary:

On November 18, 2015, the Sweetwater County Commission approved four federal grant agreements from the Wyoming Office of Homeland Security in which the specific project uses were unknown at the time. The agreements will expire on May 31, 2016, and require no match commitment.

Sweetwater County's grant procedures require approval from the Commissioners on all grant awards and project uses prior to incurring the expenses.

The Sweetwater County Sheriff's Office has identified allowable uses for two of the FY 2014 grant awards: (1) Law Enforcement and Terrorism Prevention Activities (LETPA) and (2) the State Homeland Security Program (SHSP):

<u>FY 2014 HOMELAND SECURITY GRANT PROGRAM PROJECT USES</u>	
	GRANT AWARD
1. Law Enforcement and Terrorism Prevention Activities (LETPA) Grant -Approximately 5 Video Cameras with kits and storage for patrol use -Approximately 2 WyoLink Portable Radios	18,887.89
2. State Homeland Security Program (SHSP) Grant -Approximately 23 Video Cameras with kit and storage for patrol use	67,585.47
Pending Project Uses	
3. Coroner's Grant -TBD	2,505.00
4. Region 4 Bomb Team Grant (New) -TBD	20,000.00

Recommendation:

Staff recommends approval if the Commissioners agree to the projects.

<u>Action Requested:</u>	Motion to approve the purchase of Video Cameras with kits and storage, and WyoLink Portable Radios with the Fiscal Year 2014 LETPA and SHSP Grant Awards.
---------------------------------	--

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Requested Meeting Date: DECEMBER 1, 2015	Name & Title of Presenter: MIKE LOWELL
Department or Organization: SWEETWATER COUNTY SHERIFF OFFICE	Contact Phone & E-mail: 922/5316 SANTHUFFP@SWEET.WY.US
Exact Wording for Agenda: TASER CONTRACT	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 15 MIN
Will there be Handouts? (If yes, include with meeting request form) YES	Will handouts require SIGNATURES: YES
Additional Information:	

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



Evidence.com Master Service Agreement

TASER International, Inc. (TASER, us, or we) and Sweetwater County (Agency, your, or you) agree to accept and be bound by the following terms and conditions effective _____, 20____ (Effective Date).

1 Access Rights. Upon the purchase or granting of a subscription from TASER and your opening of an Evidence.com account you will have access and use of the Evidence.com Services for the storage and management of and Your Content during the subscription term ("Term"). This is not a data sharing agreement. We do not continuously audit, inspect, or monitor individual agency content or Your Content. You are not intending to waive or diminish any privacy interests by your use of the Evidence.com Services. The Evidence.com Services and data storage are subject to usage limits, including, for example, the quantities specified in quotes, order forms and purchase orders. Unless otherwise specified, (a) a quantity in a quote, order form or purchase order refers to end users, and the Evidence.com Service may not be accessed by more than that number of end users, and (b) an end user identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Evidence.com Service. You and each of your end users agree to adhere to this Agreement and all laws, rules, regulations, and policies applicable to your use of the Evidence.com Services. If you become aware of any violation of this Agreement by an end user, you will immediately terminate that end user's access to Your Content and the Evidence.com Services.

2 You Own Your Content. You control and own all right, title, and interest in and to Your Content and we obtain no rights to Your Content. You are solely responsible for the uploading, sharing, withdrawal, management and deletion of Your Content. You consent to our limited access to Your Content solely for the purpose of providing and supporting the Evidence.com Services to you and your end users. You represent that you own Your Content; and that none of Your Content or your end users' use of Your Content or the Evidence.com Services will violate this Agreement or applicable laws.

3 Evidence.com Data Security.

3.1 Generally. We will implement commercially reasonable and appropriate measures designed to secure Your Content against accidental or unlawful loss, access or disclosure. We will maintain a comprehensive Information Security Program (ISP) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence you upload, security education, risk management, and data protection. You are responsible for maintaining the security of your end user names and passwords and taking steps to maintain appropriate security and access by your end users to Your Content. Log-in credentials are for your internal use only and you may not sell, transfer, or sublicense them to any other entity or person. You agree to be responsible for all activities undertaken by you, your employees, your contractors or agents, and your end users which result in unauthorized access to your account or Your Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by you at any time. You will contact us immediately if you believe an unauthorized third party may be using your account or Your Content or if your account information is lost or stolen.

3.2 FBI CJIS Security Addendum. For customers based in the United States, we agree to the terms and requirements set forth in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum for the Term of this Agreement. Upon request we will provide a signed CJIS Security Addendum Certification for each authorized employee to you or, if it exists, a statewide repository for such documentation.

4 Our Support. We will make available to you updates as released by us to the Evidence.com Services. Updates may be provided electronically via the Internet. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the updates. We will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities). You are responsible for maintaining the computer equipment and Internet connections necessary for your use of the Evidence.com Services.

5 Data Privacy. We will not disclose Your Content or any information about you except as compelled by a court or administrative body or required by any law or regulation. We will give you notice if any disclosure request is received for Your Content so you may file an objection with the court or administrative body. You agree to allow us access to certain information from you in order to: (a) perform troubleshooting services for your account at your request or as part of our regular diagnostic screenings; (b) enforce our agreements or policies governing your use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

6 Data Storage. We will determine the locations of the data centers in which Your Content will be stored and accessible by your end users. For United States customers, we will ensure that all of Your Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. You consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third party subcontractors responsible for storage of Your Content are contracted by us for data storage services. Ownership of Your Content remains with you.

7 Fees and Payment. Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term; except in the case of the Public Agency Optional Licenses described in Section 8.1. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. You are responsible for paying all subscription fees and applicable taxes and duties for Evidence.com Services. Unless otherwise specified by us, all fees for Evidence.com Services are due and payable net 30 days for approved credit. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. We reserve the right to charge additional fees for you exceeding your purchased storage amounts or for TASER's assistance in the downloading or exporting of Your Content. We may charge you interest at the rate of 1.5% per



Evidence.com Master Service Agreement

month (or the highest rate permitted by law, if less) on all late payments. If a delinquent account is sent to collections, you are responsible for all collection and attorneys' fees.

8 Optional Subscription License Tiers. This Section 8 applies to the optional subscription licenses listed below. You may elect to be billed upfront or annually for these optional subscription licenses, and that election will be reflected on your quote. The optional subscription license prices do not include the purchase price of any hardware or data storage of other data files generated from non-Axon cameras or the Evidence Mobile App. If the optional subscription license is terminated early, no refunds or credits will be given. This Section 8 does not apply if you do not purchase any of the Optional Subscription License Tiers.

8.1 Public Agency Optional Licenses. Each of the optional subscription licenses in this Section 8.1 must be purchased at the point of sale of the hardware. Any hardware provided under the optional subscription licenses is subject to TASER's current *Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras* available at <https://www.taser.com/legal>.

8.1.1 Evidence.com Ultimate License. Each Evidence.com Ultimate License includes the benefits of the Evidence.com Pro License, 20 GB of storage, and TAP for the Axon camera. TASER's current Sales Terms and Conditions for the Axon Flex® and Axon Body Cameras TASER Assurance Plan (U.S. Only) (TAP) are available at <https://www.taser.com/legal>.

8.1.2 Evidence.com Unlimited License. Each Evidence.com Unlimited License includes the benefits of the Evidence.com Ultimate License and unlimited data storage for Axon camera and Evidence Mobile generated data in the Evidence.com Services. You must implement a data retention schedule in the Evidence.com Services for the management of Your Content stored in the Evidence.com Services to qualify for the Evidence.com Unlimited License. We reserve the right, in our sole discretion, to place any data stored in your Evidence.com accounts and not viewed or accessed for 6 months into archival storage. Data stored in archival storage will not have immediate availability and may take up to 24 hours to access. The Evidence.com Unlimited License must be purchased for a 3- or 5-year term.

8.1.3 Officer Safety Plan. The Officer Safety Plan includes all the benefits of the Evidence.com Unlimited License, TAP for the Evidence.com Dock, one TASER brand conducted electrical weapon (CEW) with a 4-year extended warranty, one CEW battery, and one CEW holster of your choice. At any time during the Officer Safety Plan term you may choose to receive the CEW, battery and holster by providing a \$0 purchase order (orders may take 4-6 weeks to process). At the time you elect to receive the CEW, you may choose from any CEW model currently offered by us. The Officer Safety Plan must be purchased for a 5-year term. If the Officer Safety Plan is terminated before the end of the term and you did not receive your CEW, battery and holster then we will not and have no obligation to provide these items or a credit under the Officer Safety Plan. If the Officer Safety Plan is terminated before the end of the term and after you receive your CEW, battery and holster then then: (a) you will be invoiced for the remainder of the MSRP for the CEW, battery, and holster not already paid as part of the Officer Safety Plan before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to us within 30 days of the date of termination.

8.2 Prosecutor Licenses. Each Prosecutor Standard License and Prosecutor Professional License includes unlimited data storage for data shared through the Evidence.com Services. You must implement a data retention schedule for the storage of relevant evidence and case related data in the Evidence.com Services for the management of Your Content stored in the Evidence.com Services to qualify for the Evidence.com Prosecutor Standard License or Prosecutor Professional License. We reserve the right, in our sole discretion, to place any data stored in your Evidence.com accounts and not viewed or accessed for 6 months into archival storage. Data stored in archival storage will not have immediate availability and may take up to 24 hours to access.

9 Suspension of Evidence.com Services. We may suspend your or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice to you if we determine:

9.1 Your or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;

9.2 You are, or any end user is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 30 days; or

9.3 You have become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

9.4 If we suspend your right to access or use any portion or all of the Evidence.com Services, you remain responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. We will not delete any of Your Content on Evidence.com as a result of your suspension, except as specified elsewhere in this Agreement.

10 Term.

10.1 Subscription Term. The start date of the Term of this Agreement will be determined based upon the shipment date of any hardware ordered as authorized by you in a signed quote or purchase order and will remain in effect for the subscription Term agreed to in the quote or purchase agreement together with any renewal Terms until terminated as provided in this Agreement. If the hardware is shipped in the first half of a month, then the Term starts on the 1st of the following month. If the hardware is shipped in the last half of a month, then the Term begins on the 15th of the following month. If no hardware is purchased, then the Term will begin on the first of the month following the invoice date of the initial invoice containing the licenses. This Agreement automatically renews for additional successive Terms of one (1) year each after the completion of your initial Term at the list prices then in effect, unless you give us written notice of cancellation sixty (60) days prior to the end of a Term.



Evidence.com Master Service Agreement

10.2 Free Trial Term. If you signed up for a free trial, you are granted a limited non-exclusive license to use the Evidence.com Services for the term of the free trial period (Trial Term). Upon the expiration of the Trial Term you must purchase the Evidence.com Services to continue to use the Evidence.com Services to access Your Content.

10.3 Free Evidence.com Lite Account. If you signed up for a free Evidence.com Lite account, you are granted a limited non-exclusive license to use the Evidence.com Lite Services. Your use of the Evidence.com Lite Services is not limited to a specific term and you may cancel your Evidence.com Lite account and download Your Content at any time. Evidence.com Lite allows users to manage their conducted electrical weapon (CEW) firing logs and TASER CAM data.

11 Termination.

11.1 Termination for Cause.

11.1.1 By Either Party. Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period. In the event that you terminate this Agreement under this Section and we failed to cure the material breach or default, we will issue you a refund of any prepaid amounts on a prorated basis.

11.1.2 By Agency. You are obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during your then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by you. You agree to deliver notice of termination under this Section (11.1.2) at least 90 days prior to the end of the then current fiscal year.

11.2 Effect of Termination. Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you remain responsible for all fees and charges you have incurred through the date of termination; and (c) Sections 2, 5-7, 12, 13 (except the license granted to you in Section 13), 14, and 16-20 will continue to apply in accordance with their terms.

12 Return of Your Content.

12.1 During the Term. You can log into the Evidence.com Services to retrieve and manually download Your Content at any time during the Term.

12.2 After Termination. We will not delete any of Your Content as a result of a termination during the 90 days following termination. During this 90-day period you may retrieve Your Content only if you have paid all amounts due (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability for you to retrieve Your Content). You will not incur any additional fees if you download Your Content from the Evidence.com Services during this 90-day period. We have no obligation to maintain or provide any of Your Content after the 90-day period and will thereafter, unless legally prohibited, delete all of Your Content stored in the Evidence.com Services. Upon request, we will provide written proof that all of Your Content has been successfully deleted and fully removed from the Evidence.com Services.

12.3 Post-Termination Assistance. We will provide you with the same post-termination data retrieval assistance that we generally make available to all customers. Requests that we provide additional assistance to you in downloading or transferring Your Content will result in additional fees from us and we will not warranty or guarantee data integrity or readability in the external system.

13 IP Rights. We or our licensors own and reserve all right, title, and interest in and to the Evidence.com Services and related software. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Evidence.com Services solely in accordance with this Agreement during the Term. We own all right, title, and interest in and to the Evidence.com Services, including without limitation all Intellectual Property Rights. If you or your end users provide any suggestions to us for enhancements or improvements, we will own all right, title, and interest in and to the suggestions and have the right to use the suggestions without restriction, even if you or your end users have designated the suggestions as confidential. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.

14 License Restrictions. Neither you nor any of your end users may use the Evidence.com Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any of your end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code. All licenses granted to you in this Agreement are conditional on your continued compliance with this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to



Evidence.com Master Service Agreement

assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Evidence.com Services you have used. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

15 Third-Party Products and Services. No purchase of third-party products or services is required to use the Evidence.com Services other than a computer and Internet access. Any acquisition by you of third-party products or services and any exchange of data or Your Content between you and any third-party provider, is solely between you and the applicable third-party provider; including any fees necessary to obtain or use the third-party products or services. We are not responsible for examining or evaluating the content or accuracy of third-party products or services and we do not warrant and will not have any liability or responsibility for any third-party products or services, or for any other materials, products, or services of third parties. If you install or enable Third-Party Applications for use with Evidence.com Services, you acknowledge that we may need to allow providers of those Third-Party Applications to access Your Content as required for the interoperation of the Third-Party Applications with the Evidence.com Services. We are not responsible for any disclosure, modification or deletion of Your Content resulting from any access by Third-Party Application providers.

16 Representations by You. You represent and warrant to us that: (a) you have been duly authorized by the laws of the applicable jurisdiction, and by a resolution of your governing body, if legally required, to execute and deliver this Agreement and to carry out your obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; (c) if you are a government agency, that the Evidence.com Services will be used by you only for essential governmental or proprietary functions consistent with the scope of your authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; (d) if you are a government agency, you have funds available to pay until the end of its current appropriation period, and you intend to request funds to make payments in each appropriation period, from now until the end of the Term; and (e) you are responsible for (i) your or any of your end users' use of the Evidence.com Services (including any activities under your account and use by your employees and agents), (ii) breach of this Agreement or violation of applicable law by you or any of your end users, (iii) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use of Your Content, (iv) a dispute between you and any of your end users, and (v) a dispute between you and any third-party over your collection or use of Your Content. You agree to maintain insurance coverage up to the amount allowed by State and local laws and regulations that would cover any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any third-party claim in this Section 16.

17 Our Warranty. We warrant that the Evidence.com Services (a) will perform materially in accordance with the Documentation, (b) will be performed in a timely and professional manner by qualified persons with the technical skills, training, and experience to perform the Evidence.com Services, and (c) will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. All warranties or guarantees given or made by us with respect to the Evidence.com Services are solely for the benefit of you and your end users and are not transferable and are null and void if you breach any term or condition of this Agreement.

THE EVIDENCE.COM SERVICES ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE THAT THE EVIDENCE.COM SERVICES OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE EVIDENCE.COM SERVICES WILL MEET YOUR REQUIREMENTS. EXCEPT AS PROVIDED IN THIS SECTION 17, TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE EVIDENCE.COM SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW. You are solely responsible for: (a) all data before it is uploaded to the Evidence.com Services; (b) configuring and setting up any hardware or networks that you connect to the Evidence.com Services; (c) your networks and how they may interact with the hardware, software, or Evidence.com Services; and (d) any security settings you establish to interact with or on the Evidence.com Services. We disclaim any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

18 Indemnification by Us. We will defend, indemnify, and hold you harmless, and each of your respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any: (a) acts or omissions of us or our subcontractors or anyone directly or indirectly employed by any of them, save and except for damage or injury caused solely by the negligence of you or your agents, officers, or employees; and (b) third-party claim alleging that the use of the Evidence.com Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. You must provide us with prompt written notice of each such claim, tender to us the defense or settlement of each such claim at our expense, and cooperate fully with us in the defense or settlement of each such claim. If we receive notice of an alleged infringement, or if your use of the Evidence.com Services will be prevented by permanent injunction, we may, at our sole option and expense, procure for you the right to continue using the Evidence.com Services as provided in this Agreement, modify the Evidence.com Services so



Evidence.com Master Service Agreement

that it no longer infringes, replace the Evidence.com Services with other services of equal or superior functional capability, refund to you all amounts paid by you to us under this Agreement for the Evidence.com Services in the 1-year period immediately preceding the first event giving rise to the claim of infringement, or in the case of trademark infringement, instruct you to use an alternative trademark. We have no liability to you or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by you or any third party not approved by us; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by us; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by us as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of you that are otherwise provided in or arise out of this Agreement.

19 Limitations of Liability. WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE EVIDENCE.COM SERVICES, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES, (ii) OUR DISCONTINUATION OF ANY OR ALL OF THE EVIDENCE.COM SERVICES, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE EVIDENCE.COM SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE EVIDENCE.COM SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

20 Miscellaneous.

20.1 Definitions.

20.1.1 "Evidence.com Services" means our web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and any other product or service provided by us under this Agreement. This does not include any Third-Party Applications, hardware warranties, or the my.evidence.com services.

20.1.2 "Your Content" means software, data, text, audio, video, images or other content you or any of your end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under your account or otherwise transfer, process, use or store in connection with your account.

20.1.3 "Documentation" means the user guides, quick reference guides, and other technical and operations manuals and specifications for the Evidence.com Services provided by us, as that documentation may be updated by us from time to time.

20.1.4 "Confidential Information" means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates that is not subject to your public record laws. Confidential information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

20.1.5 "Policies" means any Service Level Agreement, the Trademark Use Guidelines, all restrictions described on the Evidence.com site, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

20.2 Confidentiality. Any party may use the other party's Confidential Information only as permitted under this Agreement. Except as required by applicable law or judicial order, you will not disclose our Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of our Confidential Information.

20.3 Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.



Evidence.com Master Service Agreement

20.4 Independent Contractors. The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

20.5 No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

20.6 Non-discrimination and Equal Opportunity. During the performance of this Agreement, we agree that neither we nor our employees will discriminate against any person, whether employed by us or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by us or placed by or on behalf of us, we will state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

20.7 U.S. Government Rights. The Evidence.com Services are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Evidence.com Services. If you are using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

20.8 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the U.S. Office of Foreign Assets Control. You are solely responsible for compliance related to the manner in which you choose to use the Evidence.com Services, including your transfer and processing of Your Content, the provision of Your Content to end users, and the region in which any of the foregoing occur.

20.9 Assignment. Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that we may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without your consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) to as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

20.10 No Waivers. The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time. All waivers by a party must be in writing and sent in accordance with this Agreement to be effective.

20.11 Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

20.12 Governing Law; Venue. The laws of the state where you are physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

20.13 Litigation Costs. In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable attorneys' fees and taxable costs.

20.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

20.14.1 To You. We may provide any notice to you under this Agreement by: (i) posting a notice on your specific agency Evidence.com site; or (ii) sending a message to the email address(es) then associated with your account. Notices we provide by posting on your Evidence.com site will be effective upon posting and notices we provide by email will be effective when we send the email. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

20.14.2 To Us. To give us notice under this Agreement, you must contact us: (i) by email transmission to evidencecontracts@taser.com; or (ii) by personal delivery, overnight courier or registered or certified mail to TASER International, Inc., ATTN: Evidence Contracts, 17800 N. 85th Street, Scottsdale, Arizona 85255. We may update the email or address for notices to us by posting a notice on your Evidence.com site. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective 3 business days after they are sent.

20.15 Entire Agreement. This Agreement, including the Policies and the quote provided by TASER, is the entire agreement between you and TASER regarding the Evidence.com Services. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and TASER, whether written or verbal, regarding the subject matter of this Agreement. You agree that your purchases are neither contingent on the delivery of any future functionality or features nor dependant on any oral or written public comments made by us regarding future functionality or features of the Evidence.com Services. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement



Evidence.com Master Service Agreement

(whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

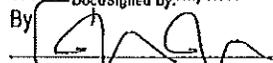
20.16 Voluntary Agreement. This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to read and consider this Agreement, to consult with counsel, and fully understand the Agreement.

20.17 Time Is of the Essence. Time is of the essence in connection with all matters and obligations pertaining to this Agreement.

20.18 Counterparts. If this Agreement form requires the signatures of the parties, then this Agreement may be executed in multiple counterparts, each of which is considered an original. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of the document as if the original had been received.

21 Governmental Immunity. Notwithstanding the provision in paragraph 16 or any other provision in the agreement the parties do not intend by this Agreement to waive any defenses available under the law, including sovereign or governmental immunity; nor do any of the parties intend to waive any provision of the Wyoming Governmental Claims Act. Sweetwater County specifically retains all immunities and defenses available to it as a governmental entity pursuant to W.S. 1-39-101 et seq. and all other applicable law. The parties agree that any ambiguity in this agreement regarding governmental immunity shall be construed in favor of governmental immunity.

TASER International, Inc.

By: 

Name: ECE2E16AAEFA434...
Joshua M. Isner

Title:
EVP, Global Sales

Signature Date:
11/23/2015

Address:
17800 N. 85th Street
Scottsdale, AZ 85255
Attn: General Counsel
Email: legal@taser.com

Agency Name: Sweetwater County

By: _____

Name: Wally Johnson

Title: Chairman

Signature Date: _____

Address:
80 West Flaming Gorge Way
Green River, WY 82935

Attest: _____
Dale Davis, Sweetwater County Clerk

Sweetwater County Sheriff's Office

By: _____

Name: Mike Lowell, Sheriff

Signature Date: _____

[Document revised 7-14-2016]

Evidence.com and 'Protect Life' are trademarks of TASER International, Inc., and TASER, Axon, Axon Flex, and © are trademarks of TASER International, Inc., registered in the U.S. All rights reserved. © 2015 TASER International, Inc.



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.TASER.com

October 13, 2015

To: United States federal, state, local and municipal law enforcement agencies

Re: Sole Source Letter for TASER International, Inc.'s Axon brand products and Evidence.com Data Management Solutions¹

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from TASER International.

TASER Digital Evidence Solution Description

Axon Flex Camera (DVR)

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available

Axon Flex Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket

Axon Body Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket
- 130-degree lens

Evidence.com Dock

- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously

Evidence.com Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for

¹ TASER is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of TASER and a data management product solution offered by TASER. Evidence.com is not a separate corporate entity.



- any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within 7 days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Evidence.com via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Evidence.com is protected from local malware that may penetrate agency infrastructure
- Stability: TASER International is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Evidence.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Evidence.com for Prosecutors

- All the benefits of the standard Evidence.com services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Evidence.com services
- Unlimited storage for data collected by Axon cameras and Evidence Mobile

Evidence Mobile Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Evidence.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Mobile Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body or Axon Flex camera in real-time
- Allows for playback of videos stored on a paired Axon Body or Axon Flex system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

TASER Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

TASER Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



TASER Axon Brand Model Numbers

1. Axon Body Camera Model: 73002 (Includes 73078, 73077, 73004)
2. Axon Body Camera Mounts:
 - Standard Alligator Clip Holster Model: 73075
 - Mini Alligator Clip Holster Model: 73076
 - Belt Clips Model: 73077
 - Bolted Z-Bracket Holster Model: 73078
 - VELCRO Z-Bracket Holster Model: 73079
 - Pocket Mount Holster Model: 73089
3. Axon Body camera full solution kit Model: 73066 (includes several Axon mounts and an iPod touch mobile digital device)
4. Axon Flex Kit Model: 73030 (Includes 73000, 73001, 73005, and 73004)
5. Axon Flex Controller Model: 73001
6. Axon Flex USB Sync Cable/Wall Charger Model: 73004
7. Axon Flex Controller Holsters:
 - Standard Uniform Clip Model: 7300
 - Mini Alligator Clip Model: 73035
 - Belt Clips Model: 73036
8. Axon Flex Camera Mounts:
 - Clip for Oakley Flak Jacket Glasses Model: 73008
 - Collar/Cap/Versatile Mount Model: 73009
 - Epaulette Mount Model: 73011
 - Helmet Mount Model: 73013
 - Low-rider Headband Medium Model: 73010
 - Low-rider Headband Large Model: 73058
 - Ballistics Vest Mount Model: 73059
 - Ratchet Collar Mount Model: 73088
 - Shoei Ratchet Helmet Mount Model: 73090
 - HJC Ratchet Helmet Mount Model: 73091
9. Axon Flex cables:
 - Straight To Right Angle 18" (45.7 cm) Model: 73022
 - Straight To Right Angle 36" (91.4 cm) Model: 73005
 - Straight To Right Angle 48" (122 cm) Model: 73023
 - Straight Angle to Right Angle 36" (91.4 cm) Coiled Model: 73067

- Straight Angle to Right Angle 48" (122 cm) Coiled Model: 73060
10. Evidence.com Dock Models:
- Evidence.com Dock – Individual Bay and Core Model: 70023
 - Evidence.com Dock – 6-Bay and Core Model: 70026
 - Core Model: 70027
 - Individual Bay Model: 70028
 - Wall Mount Bracket Assembly Model: 70033

TASER Product Packages

1. Officer Safety Plan: Includes a CEW, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. TASER Assurance Plan (TAP): Hardware extended coverage, Spare Products (for Axon cameras), and Upgrade Models, for the Axon Flex camera and controller, Axon Body camera, and Evidence.com Dock. (The TAP is available only through TASER International, Inc.)

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
TASER International, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 480-906-2000 or 800-978-2737 Fax: 480-991-0791	TASER International, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 480-906-2000 or 800-978-2737 Fax: 480-991-0791

Please contact your local TASER sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
 Executive Vice President, North American Sales
 TASER International, Inc.

Android is a trademark of Google, Inc. Bluetooth is a trademark of the Bluetooth SIG. Flak Jacket is a trademark of Oakley, Inc. iPod Touch is a trademark of Apple Inc. IOS is a trademark of Cisco. VELCRO is a trademark of Velcro Industries, B.V.
 ▲ AXON and Evidence.com are trademarks of TASER International, Inc., and Axon, Axon Flex, TASER, and Ⓟ are trademarks of TASER International, Inc., registered in the US and other countries. For more information, visit www.TASER.com/legal. All rights reserved. © 2015 TASER International, Inc.

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Requested Meeting Date: December 1, 2015	Name & Title of Presenter: Robb Slaughter Sweetwater County Treasurer
Department or Organization: Treasurer	Contact Phone & E-mail: Ex 3724 slaughterr@sweet.wy.us
Exact Wording for Agenda: Cancel Outstanding Warrants	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 not available until day of meeting <i>as has until that day for checks to clear</i>	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: 12-1-15	Name & Title of Presenter: Robb Slaughter, County Treasurer
Department or Organization: County Treasurers Office	Contact Phone & E-mail: 307-872-3724 slaughterr@sweet.wy.us
Exact Wording for Agenda: Financing Alternatives for the Justice Center	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 30 min <i>11:00, 5h.</i>
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: No
Additional Information: Per Robb's walk in request on 10-14-15 and will provide handouts when closer to meeting.	

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

Presentation to
Sweetwater County Commissioners
Justice Center Financing Alternatives

November 2015



George K. Baum & Company

INVESTMENT BANKERS SINCE 1928

Overview of George K. Baum & Company

Strong National & Regional Presence



- OFFICES NATIONWIDE**
- Public Finance**
 Albuquerque, NM
 Boston, MA
 Charlotte, NC
 Cheyenne, WY
 Chicago, IL
 Dallas, TX
 Denver, CO
 Indianapolis, IN
 Kansas City, MO
 New Orleans, LA
 Pittsburgh, PA
 Sacramento, CA
 Salt Lake City, UT
 San Clemente, CA
 Washington, DC
 Wichita, KS
- Institutional Sales**
 Boston, MA
 Dallas, TX
 Denver, CO
 Kansas City, MO
 Philadelphia, PA
 Portland, OR
- Trading Desks**
 Denver, CO
 Kansas City, MO
- Variable Rate Desk**
 Denver, CO

Wyoming Public Finance- Cheyenne
 George K. Baum & Company
 1720 Carey Avenue, Suite 530
 Cheyenne, WY 82001
 tel. 307.778.8492 fax 307.634.5713

Municipal Finance Division- Denver
 George K. Baum & Company
 1400 Wewatta St., Suite 800
 Denver, CO 80202
 tel. 303.292.1600 fax 303.391.5579

Corporate Headquarters - Kansas City
 George K. Baum & Company
 4801 Main Street, Suite 500
 Kansas City, MO 64112
 tel. 816.474.1100 fax 816.283.5326

Wyoming Presence

- George K. Baum & Company opened its Cheyenne, WY, office in 1983. We are celebrating our 32nd anniversary in Wyoming.
- George K. Baum & Company underwrites more bonds for Wyoming local governments than any other firm in the country.
- Since 2000, the Firm has underwritten \$2.23 billion bonds representing more than 130 issues in Wyoming.



- Mary Keating-Scott has been the Manager of the Wyoming office since 1987. Ms. Keating-Scott has served as the lead banker for more than \$3.0 billion of municipal financings originating in Wyoming, including lease revenue financings for Sweetwater County, Natrona County, Campbell County, Carbon County and Goshen County. Ms. Keating-Scott was the lead banker for Sweetwater County 2013 Specific Purpose Tax Joint Powers Board on the \$51.08 million lease revenue bonds for various improvements in the communities and the County. Ms. Keating-Scott also was the lead banker to Sweetwater County School District No. 2 on \$11.47 million general obligation bonds in 2013.



- Alan Matlosz has 23 years of public finance experience and has assisted municipalities, counties and special districts in successfully completing more than 300 transactions, including financings in Campbell and Carbon Counties. Mr. Matlosz has assisted numerous issuers with lease revenue financings.



Wyoming Lease Revenue Financing Experience

George K. Baum & Company has structured and underwritten many Wyoming lease revenue/certificates of participation financings for Wyoming issuers. All of the following financings were completed without an election:

- \$7,900,000 Natrona County Detention Center Statutory Trust Refunding Certificates of Participation, Series 2014
- \$51,080,000 Sweetwater County Specific Purpose Tax Joint Powers Board Lease Revenue Bonds, Series 2013
- \$9,470,000 Campbell County Recreation Project Joint Powers Board Lease Revenue Refunding Bonds, Series 2013
- \$10,360,000 Lincoln County Building Corporation Lease Revenue Bonds, Series 2012
- \$3,125,000 Big Horn County Statutory Trust Certificates of Participation, Series 2012
- \$32,570,000 Carbon County Specific Purpose Tax Joint Powers Board Lease Revenue Bonds, Series 2011
- \$2,355,000 Laramie County Juvenile Services Joint Powers Board Lease Revenue Bonds, Series 2010
- \$47,400,000 Campbell County Recreation Project Joint Powers Board Lease Revenue Bonds, Series 2008
- \$46,960,000 Sweetwater County Improvements Project Joint Powers Board Lease Revenue Bonds, Series 2008
- \$2,200,000 Natrona County Detention Center Statutory Trust Certificates of Participation, Series 2005
- \$9,995,000 Natrona County Detention Center Statutory Trust Certificates of Participation, Series 2004
- \$26,165,000 Green River/Rock Springs/Sweetwater County Joint Powers Board Refunding Revenue Bonds, Series 1999
- \$24,115,000 Central Wyoming Regional Water System Joint Powers Board, Series 1999
- \$8,500,000 Goshen County Joint Powers Board Lease Revenue Bonds, Series 2001, 1998, 1996
- \$110,000,000 Wyoming Municipal Power Agency Joint Powers Board Revenue Bonds, Series 2009, 2008, 1999



Sweetwater County Experience

George K. Baum & Company has a great deal of experience assisting Sweetwater County government entities access the capital markets. Since 1996, George K. Baum & Company has underwritten as sole manager or co-manager, a total of \$234 million of bond financing.

Date	Issuer	Type of Issue	Size
2013	Sweetwater County 1013 Specific Purpose Tax Joint Powers Board	Lease Revenue Bonds	\$51,080,000
2013	Sweetwater County School District No. 2	General Obligation Bonds	11,475,000
2009	Sweetwater County School District No. 2	Tax Anticipation Warrants	2,580,000
2009	Sweetwater County School District No. 2	General Obligatiobn Refunding Bonds	6,225,000
2006	Sweetwater County	Variable Rate Hospital Revenue Bonds	40,855,000
2006	Sweetwater County Improvement Projects Joint Powers Board	Lease Revenue Bonds	46,960,000
2003	Sweetwater County School District No. 2	General Obligation Refunding Bonds	4,460,000
1999	Green River, Rock Springs - Sweetwater County Joint Powers Water Board	Refunding Revenue Bonds	26,165,000
1998	Sweetwater County School District No. 2	General Obligation Refunding Bonds	18,200,000
1997	Sweetwater County School District No. 1	Tax Anticipation Warrants	3,800,000
1996	Sweetwater County School District No. 1	Tax Anticipation Warrants	4,750,000
1996	Green River, Rock Springs - Sweetwater County Joint Powers Water Board	Revenue Bonds	9,580,000
1996	Sweetwater County School District No. 2	General Obligation Bonds	8,400,000



County Justice Center Financing Alternatives

- Sweetwater County officials have a number of attractive financing alternatives available to finance a justice center. Three financing alternatives are presented in the information in this report. The County Commissioners may utilize one or more of these financing alternatives to develop a very attractive financing package. Financing alternatives presented in this report include:
 - Lease Revenue Financing
 - Bank Direct Placement
 - Cash Contribution



Joint Powers Board Lease Revenue Bonds

One of the financing alternatives is the use of lease revenue bonds through a joint powers board. A joint powers board financing requires two or more “agencies” to form a joint powers board, which has statutory authorization to issue revenue bonds to finance a facility of benefit to both entities. Agencies include cities, towns, counties, special districts and community college districts. A joint powers board must have at least five members. A joint powers boards could own and operate the justice center or lease the justice center back to the county for operations. All lease payments are subject to annual appropriation by the participating agencies.

Advantages

- Joint powers boards have statutory authorization to issue revenue bonds without an election.
- By forming a joint powers board, members can accomplish together what they may not be able to accomplish separately.
- New funding mechanisms are available that may not be available separately.

Disadvantages

- While a new funding mechanism for the justice center is available through the use of a joint powers board, new funding sources may not be available.
- A joint powers agreement between the participation agencies must be approved by the Attorney General’s Office. While this step takes a short amount of time, it is not cumbersome.
- There is annual appropriation risk with an annually renewable lease.
- More than one entity is involved.



Statutory Trust Certificates of Participation

The use of Certificates of Participation (COPs) through a statutory trust is another attractive financing alternative. The Natrona County Commissioners used a statutory trust to finance the justice center and to refinance the justice center Certificates of Participation in 2014. The Sweetwater County Commissioners could enter into a statutory trust with a trustee bank. The trust would issue and deliver Certificates of Participation that would provide funds to finance the construction of the justice center. The trust would lease the facility back to the County, and the County would operate the justice center. All lease payments are subject to annual appropriation by the County.

Advantages

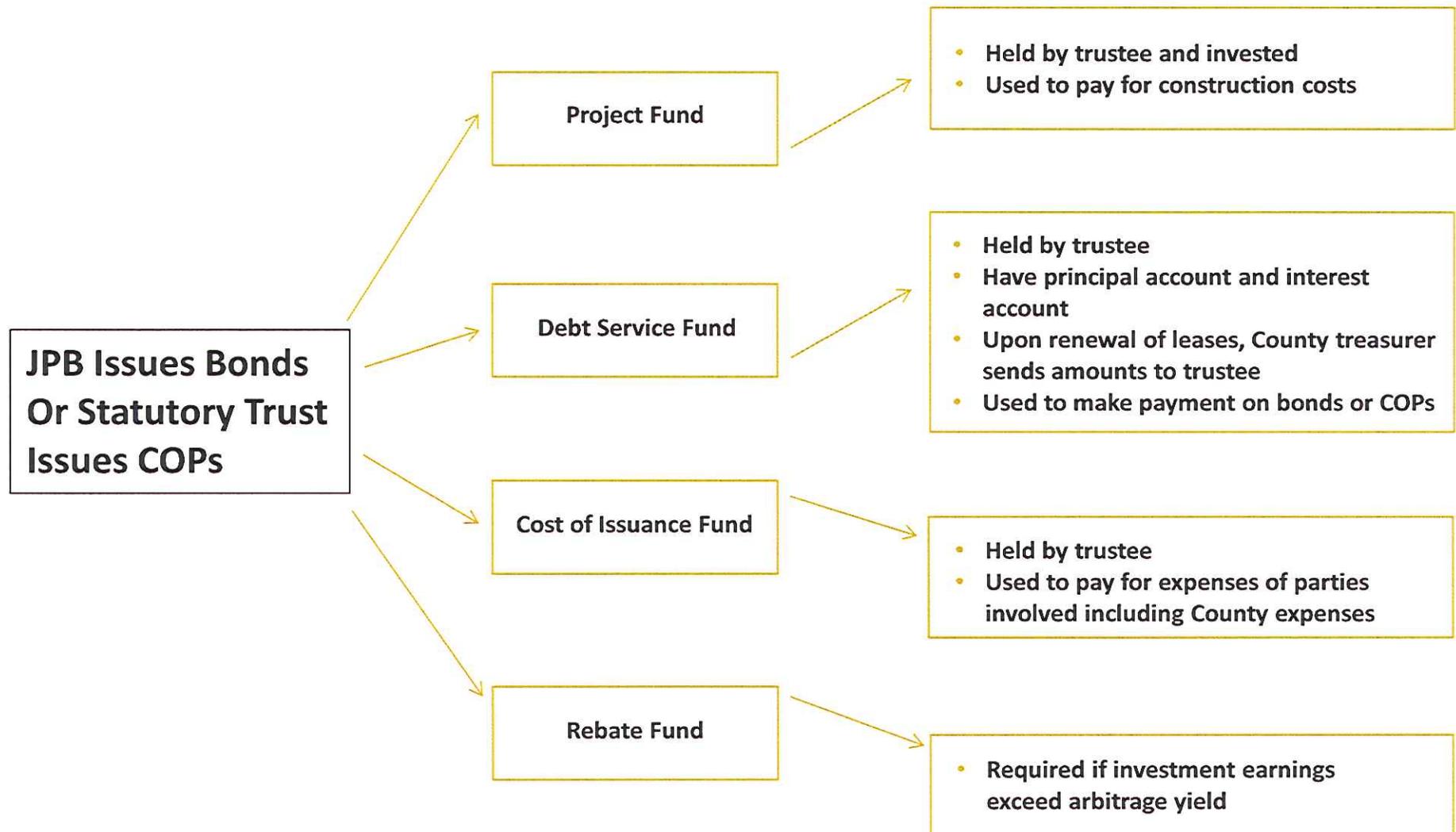
- The issuance of Certificates of Participation does not require an election.
- A statutory trust does not require that another party be involved.
- A statutory trust does not have to be approved by the Attorney General's Office.

Disadvantages

- While a new funding mechanism for the justice center is available through the use of a statutory trust, new funding sources may not be available.
- There is annual appropriation risk with an annually renewable lease.



Lease Revenue/COP Financing Flow of Funds



Financing Alternatives Involving Joint Powers Board Lease Revenue Bonds or Statutory Trust Certificates of Participation

- Both a joint powers board lease revenue bond and statutory trust Certificates of Participation involve a form of annual appropriation lease financing.
- The interest rates on the lease revenue bonds or the Certificates of Participation would be at approximately the same level.
- Assumptions for the Sweetwater County Justice Center include:
 - Standard & Poor's strong A+ or AA- rating due to the strong levels of reserves and strong financial statements of the County.
 - No debt service reserve fund – typically, a debt service reserve fund is required to provide additional security to the purchasers and to obtain the best available rating. Again, due to the County's strong financial profile, we believe we can structure the bond issue without a reserve fund with no adverse impact on the rating or the ability to market the bonds.
 - Annual principal payments on June 15, and semiannual interest payments on June 15 and December 15. Bonds are issued by February 15, 2016, with first interest due December 16, 2017, and first principal due June 15, 2017.
 - Interest rates are as of November 16, 2015.
 - Bonds are designated as "bank qualified." Issuers who issue less than \$10,000,000 in a calendar year can designate their bonds as bank qualified and achieve favorable interest rates over non-bank qualified bonds.



Bank Direct Purchase

Bank direct purchase financing has gained in use and acceptance since the credit crisis of 2008 and due to changes in the bank capital requirements. George K. Baum & Company has assisted numerous issuers with taking advantage of the bank direct purchase alternative. In the bank direct purchase process, George K. Baum & Company would work with the County treasurer to develop a term sheet describing the proposed transaction and outlining the terms most desirable to the County with regards to early redemption, final maturity, payment dates etc. George K. Baum & Company would distribute the term sheet to approximately 10 to 20 banks including local banks in Sweetwater County, select banks in Wyoming and other regional and national banks active in the bank direct purchase market. Our Underwriting Desk has developed a lengthy list of banks who are interested and active in the bank direct placement market. George K. Baum & Company would compare the proposed financing terms to those that could be obtained through a publicly offered bond issue. We would present a summary chart of the proposals received so the County can easily analyze the financing options.

If one or more bank proposals are competitive with a publicly offered bond issue, we would begin the negotiation process with the bank or banks and negotiate on behalf of the County. If the bank proposals are not competitive with the publicly offered option, we would proceed with the publicly offered option (but only as directed by the County).

In a bank direct purchase, a statutory trust would also be created with a trustee bank and the statutory trust would execute and deliver certificates of participation to the bank or banks involved in the direct purchase.

Advantages

- Results in a faster sales process.
- Reduces costs of issuance due to the ability to place the loans without a rating and with limited disclosure.
- Ease of execution.

Disadvantages

- More limited offering.



Cash Contribution

- It may be possible to finance a portion of the new justice center with a cash contribution thereby reducing any amount that may be required through the lease revenue bond portion of the project cost.
- A combination of financing alternatives would present a very attractive financing option for the justice center.



Debt Schedule Summary Options

Sweetwater County Financing Alternatives								
Financing Option	Term of Bonds	Par Amount of Bond Issue	Premium Paid for Bonds	Equity Contribution	Deposit to Project Fund	Average Annual Payment	Costs of Issuance and Underwriter's Discount	True Interest Cost
Publicly Offered	10.375	\$9,090,000	\$907,739	\$10,642,000	\$20,500,000	\$1,129,702	\$139,589	2.23%
Direct Placement	10.375	\$10,000,000	\$0	\$10,594,000	\$20,500,000	\$1,133,338	\$93,600	2.20%

- The above table has two debt financing options. The publicly offered option shows a \$9,090,000 bond issue with a final maturity of 10.375 years, a \$907,739 premium on the bonds and an equity contribution of \$10,642,000 – all sources of funds to finance a \$20,500,000 project. The true interest cost is 2.23%. Assumptions include a AA- rating from Standard & Poor’s, no debt service reserve fund, pricing to reflect an 8-year call and bank qualified designation on the bonds.
- The other financing option is a bank direct placement. This option shows a \$10,000,000 bond issue with a final maturity of 10.375 years. This option assumes an equity contribution from the county in the amount of \$10,594,000 and provides bond proceeds to finance a \$20,500,000 project. The true interest cost is 2.20%. Assumptions include no rating, no debt service reserve fund, no disclosure, pricing to reflect an 8-year call and bank qualified designation on the bonds.
- Annual principal payments on June 15, and semiannual interest payments on June 15 and December 15. Bonds are issued by February 15, 2016, with first interest due on December 15, 2016, and first principal and interest due June 15, 2017.
- Market rates as of September 18, 2015.



Contacts

Mary Keating-Scott

Senior Vice President

George K. Baum & Company

1720 Carey Avenue, Suite 530

Cheyenne, WY 82001

307.778.8492

keating@gkbaum.com

Alan Matlosz

Senior Vice President

George K. Baum & Company

1400 Wewatta Street, Suite 800

Denver, CO 80202

303.391.5503

matlosz@gkbaum.com





The information contained herein and in our presentation is provided for informational purposes only. It is not intended as a advice nor does it create an advisor/client relationship between George K. Baum & Company and any readers or recipients (to the extent such relationship does not already exist). Readers should consult with George K. Baum & Company or their own advisors to discuss how these matters relate to their individual circumstances. Reproduction in whole or in part is prohibited without the express written consent of George K. Baum & Company.

This presentation was prepared for the benefit and internal use of the **ISSUER** in order to indicate, on a preliminary basis, the range of a possible transaction or transactions and does not carry any right of publication or disclosure to any other party.

The information in this presentation reflects prevailing market conditions and our views as of this date, all of which are subject to change. Any actual transaction would be subject to market conditions at the time of execution and the related documentation. To fully understand the economic and legal terms and conditions of any transaction, the **ISSUER** must carefully review the related documentation and should consult its own legal, tax and financial advisors.

In preparing this presentation, we have relied upon and assumed, without independent verification, the accuracy and completeness of all information available from public sources or which was provided to us by or on behalf of the **ISSUER** or which was otherwise reviewed by us. In addition, our analyses are not and do not purport to be appraisals of the creditworthiness of the **ISSUER**, which may affect the results.

Member FINRA 
www.finra.org www.sipc.org



George K. Baum & Company
INVESTMENT BANKERS SINCE 1928

Sweetwater County COP Justice Ctr 11-16-15
16-Nov-15
12:30 PM

**Sweetwater County, Wyoming
Certificates of Participation
(Justice Center Project)
Series 2016**

Plan A

Assumes "S&P A+" Rated

Project Fund of \$20,500,000

10 Year Schedule

8 Year Call

Table of Schedules

- 1 . **Cover Page**
- 2 . **Debt Service Schedule**
- 3 . **Bond Production Schedule**
- 4 . **Sources and Uses of Funds**

Sweetwater County COP Justice Ctr 11-16-15

Ndebt1

16-Nov-15

12:30 PM

\$9,090,000
Sweetwater County, Wyoming
Certificates of Participation
(Justice Center Project)
Series 2016

Debt Service Schedule

Date	Principal	Rate	Interest	P & I	Annual P & I
12/15/16			284,041.67	284,041.67	
06/15/17	625,000	3.000	170,425.00	795,425.00	1,079,466.67
12/15/17			161,050.00	161,050.00	
06/15/18	815,000	3.000	161,050.00	976,050.00	1,137,100.00
12/15/18			148,825.00	148,825.00	
06/15/19	835,000	3.000	148,825.00	983,825.00	1,132,650.00
12/15/19			136,300.00	136,300.00	
06/15/20	865,000	4.000	136,300.00	1,001,300.00	1,137,600.00
12/15/20			119,000.00	119,000.00	
06/15/21	895,000	4.000	119,000.00	1,014,000.00	1,133,000.00
12/15/21			101,100.00	101,100.00	
06/15/22	935,000	4.000	101,100.00	1,036,100.00	1,137,200.00
12/15/22			82,400.00	82,400.00	
06/15/23	970,000	4.000	82,400.00	1,052,400.00	1,134,800.00
12/15/23			63,000.00	63,000.00	
06/15/24	1,010,000	4.000	63,000.00	1,073,000.00	1,136,000.00
12/15/24			42,800.00	42,800.00	
06/15/25	1,050,000	4.000	42,800.00	1,092,800.00	1,135,600.00
12/15/25			21,800.00	21,800.00	
06/15/26	1,090,000	4.000	21,800.00	1,111,800.00	1,133,600.00
	9,090,000		2,207,016.67	11,297,016.67	11,297,016.67

Dated	02/15/16	Average Coupon	3.902425
		NIC	2.381340
Settlement	02/15/16	TIC	2.235350
		Arbitrage Yield	1.953179
		Bond Years	56,555.00
		Average Life	6.22
		Accrued Interest	0.00

Sweetwater County COP Justice C
 nprod1
 16-Nov-16
 12:30 PM

Sweetwater County, Wyoming
 Certificates of Participation
 (Justice Center Project)
 Series 2016

Bond Production Schedule

Settlement Date	02/15/16		Callable		6/15/2023	
			@			100
Date	Principal	Rate	Yield	YTM	\$ Price	
06/15/17	625,000	3.000	0.850		102.843000	642,768.75
06/15/18	815,000	3.000	1.100		104.364000	850,566.60
06/15/19	835,000	3.000	1.300		105.527000	881,150.45
06/15/20	865,000	4.000	1.500		110.449000	955,383.85
06/15/21	895,000	4.000	1.700		111.677000	999,509.15
06/15/22	935,000	4.000	1.900		112.473000	1,051,622.55
06/15/23	970,000	4.000	2.050		113.212000	1,098,156.40
06/15/24	1,010,000	4.000	2.150	PTC 2.341	112.486000	1,136,108.60
06/15/25	1,050,000	4.000	2.250	PTC 2.573	111.767000	1,173,553.50
06/15/26	1,090,000	4.000	2.370	PTC 2.778	110.910000	1,208,919.00
<hr/>						
	9,090,000					9,997,738.85

Original Issue Discount	0.00
Premium	907,738.85
Original Issue Discount/\$1,000	0.00
Premium/\$1,000	99.86

Sweetwater County COP Justice Ctr 11-16-1:
 saunf
 16-Nov-15
 12:30 PM

**Sweetwater County, Wyoming
 Certificates of Participation
 (Justice Center Project)
 Series 2016**

Sources and Uses of Funds

Sources

Principal Amount of Bond Issue	9,090,000.00
Premium Paid for Bonds	907,738.85
Equity Contribution from Issuer -	10,642,000.00
	20,639,738.85

Uses

Project Fund	20,500,000.00
Bond Discount	\$4.75 /\$1,000 47,489.26
Cost of Issuance	92,100.00
Contingency	149.59
	20,639,738.85

Cost of Issuance

Bond Counsel	40,000.00
Bond Counsel Expenses	5,000.00
Disclosure Counsel	20,000.00
Paying Agent/Registrar	4,500.00
CUSIP	600.00
Rating - S & P	16,000.00
Official Statement - Printing & Distribution	2,500.00
Auditor	1,500.00
Miscellaneous	1,000.00
GKB Out of Packet	1,000.00
	92,100.00

Sweetwater County COP Justice Ctr DP 11-16-15
16-Nov-15
12:33 PM

**Sweetwater County, Wyoming
Certificates of Participation
(Justice Center Project)
Series 2016**

Plan B - Direct Placement

Project Fund of \$20,500,000

10 Year Schedule

Table of Schedules

- 1 . **Cover Page**
- 2 . **Debt Service Schedule**
- 3 . **Bond Production Schedule**
- 4 . **Sources and Uses of Funds**

Sweetwater County COP Justice Ctr DP 11-16-15

Ndebt1

16-Nov-15

12:31 PM

\$10,000,000
Sweetwater County, Wyoming
Certificates of Participation
(Justice Center Project)
Series 2016

Debt Service Schedule

Date	Principal	Rate	Interest	P & I	Annual P & I
12/15/16			183,333.33	183,333.33	
06/15/17	810,000	2.200	110,000.00	920,000.00	1,103,333.33
12/15/17			101,090.00	101,090.00	
06/15/18	935,000	2.200	101,090.00	1,036,090.00	1,137,180.00
12/15/18			90,805.00	90,805.00	
06/15/19	955,000	2.200	90,805.00	1,045,805.00	1,136,610.00
12/15/19			80,300.00	80,300.00	
06/15/20	975,000	2.200	80,300.00	1,055,300.00	1,135,600.00
12/15/20			69,575.00	69,575.00	
06/15/21	1,000,000	2.200	69,575.00	1,069,575.00	1,139,150.00
12/15/21			58,575.00	58,575.00	
06/15/22	1,020,000	2.200	58,575.00	1,078,575.00	1,137,150.00
12/15/22			47,355.00	47,355.00	
06/15/23	1,040,000	2.200	47,355.00	1,087,355.00	1,134,710.00
12/15/23			35,915.00	35,915.00	
06/15/24	1,065,000	2.200	35,915.00	1,100,915.00	1,136,830.00
12/15/24			24,200.00	24,200.00	
06/15/25	1,090,000	2.200	24,200.00	1,114,200.00	1,138,400.00
12/15/25			12,210.00	12,210.00	
06/15/26	1,110,000	2.200	12,210.00	1,122,210.00	1,134,420.00
	10,000,000		1,333,383.33	11,333,383.33	11,333,383.33

Dated	02/15/16	Average Coupon	2.200000
		NIC	2.200000
Settlement	02/15/16	TIC	2.198817
		Arbitrage Yield	2.198689
		Bond Years	60,608.33
		Average Life	6.06
		Accrued Interest	0.00

Sweetwater County COP Justice C
 nprod1
 16-Nov-16
 12:31 PM

Sweetwater County, Wyoming
 Certificates of Participation
 (Justice Center Project)
 Series 2016

Bond Production Schedule

Settlement Date	02/15/16	Callable	6/15/2023
		@	100

Date	Principal	Rate	Yield	YTM	\$ Price	
06/15/17	810,000	2.200	2.200		100.000000	810,000.00
06/15/18	935,000	2.200	2.200		100.000000	935,000.00
06/15/19	955,000	2.200	2.200		100.000000	955,000.00
06/15/20	975,000	2.200	2.200		100.000000	975,000.00
06/15/21	1,000,000	2.200	2.200		100.000000	1,000,000.00
06/15/22	1,020,000	2.200	2.200		100.000000	1,020,000.00
06/15/23	1,040,000	2.200	2.200		100.000000	1,040,000.00
06/15/24	1,065,000	2.200	2.200	2.200	100.000000	1,065,000.00
06/15/25	1,090,000	2.200	2.200	2.200	100.000000	1,090,000.00
06/15/26	1,110,000	2.200	2.200	2.200	100.000000	1,110,000.00
	10,000,000					10,000,000.00

Original Issue Discount	0.00
Premium	0.00
Original Issue Discount/\$1,000	0.00
Premium/\$1,000	0.00

Sweetwater County COP Justice Ctr DP 11-
 saun1
 16-Nov-15
 12:31 PM

**Sweetwater County, Wyoming
 Certificates of Participation
 (Justice Center Project)
 Series 2016**

Sources and Uses of Funds

Sources

Principal Amount of Bond Issue	10,000,000.00
Equity Contribution from Issuer -	10,594,000.00
	20,594,000.00

Uses

Project Fund	20,500,000.00
Cost of Issuance	93,600.00
Contingency	400.00
	20,594,000.00

Cost of Issuance

Bond Counsel		40,000.00
Bond Counsel Expenses		5,000.00
Placement Agent Fee	\$4.00 /\$1,000	40,000.00
Paying Agent/Registrar		4,500.00
CUSIP		600.00
Auditor		1,500.00
Miscellaneous		1,000.00
GKB Out of Packet		1,000.00
		93,600.00

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: December 1, 2015	Name & Title of Presenter: Kimmie Diehl Rouse Program Coordinator/Caseworker
Department or Organization: Sweetwater County DSP	Contact Phone & E-mail: (307) 922-5274 feldermank@sweet.wy.us
Exact Wording for Agenda: Acceptance of 2015-2016 MOA with City of Rock Springs for the DSP Program	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 1:00-3:00 p.m. for Placement Less than 15 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information: The original MOA with signatures of Rock Springs City Council Member, Mayor and City Clerk, will be sent in the inner office mail to Vickie Eastin in the County Clerk's office to be given to Chairman Johnson for Signature at the meeting.	

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

Sweetwater County DSP

731 C Street, Ste. 600
Rock Springs, WY 82901
(307) 922-5274



November 13, 2015

Sally Shoemaker
Clerk of County Commissioners
Green River, WY 82935

Greetings,

I have enclosed a Meeting Request Form to be placed on the December 1st Agenda. The request is to have the Commissioners approve the MOA with the City of Rock Springs as we've done for the past five years.

I have mailed (inner office) the original paperwork to Vicki Eastin but included copies of all the documentation with this request.

Please let me know if I've missed anything.

Thanks bunches,

A handwritten signature in black ink, appearing to read 'Kimmie', written in a cursive style.

Kimmie

Sweetwater County DSP

731 C Street, Ste. 600
Rock Springs, WY 82901
(307) 922-5274



October 15, 2014

Rock Springs Municipal Court
212 D Street
Rock Springs, WY 82901

Attn: Judge G. Scott Nelson

Your Honor,

11/5/15

Kimie, please return one of the executed copies of the agreement to me.

Thank You.

*Laurie James
Deputy City Clerk*

As a result of our conversation last month regarding DSP and your understanding that monies were again included in your budget for FY 2015-2016, I have updated documentation that has been used for the past 5 years.

I've enclosed a copy of the proposed Memorandum of Agreement with the city of Rock Springs for the current fiscal year that began July 1, 2015. I used the same format and wording that we've used in previous years, however included a signature line for the DSP Supervisor who was appointed this year.

I've included copies of last year's MOA and Resolution. I expect that the County Commissioners will place the formal acceptance on their agenda, as in the past, when the paperwork is received from the Rock Springs City Clerk.

If there are any changes that need to be made or if you have any questions or concerns, please let me know.

Thank you for your continued support of the DSP Program.

Sincerely,

A handwritten signature in cursive script that reads "Kimie Diehl Rouse".

Kimie Diehl Rouse
Program Coordinator/ Caseworker
Sweetwater County DSP
731 C Street, Suite 600
Rock Springs, WY 82901
(307)922-5274
Fax: (307)922-5489

0129/15

RESOLUTION NO. 2015- 160

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

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

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

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

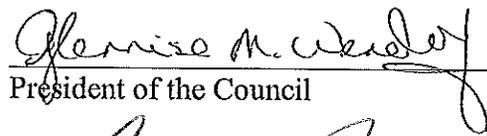
WHEREAS, the City of Rock Springs shall pay to SWC the amount of Ten Thousand Dollars and No Cents (\$10,000.00), payable in quarterly installments of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00), on September 30, 2015; December 31, 2015; March 31, 2016; and June 30, 2016, or as close hereto as is convenient for the City of Rock Springs.

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

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

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

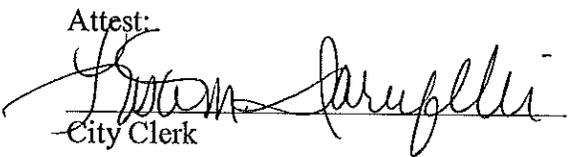
PASSED AND APPROVED this 3rd day of November, 2015.



President of the Council



Mayor

Attest:


City Clerk

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

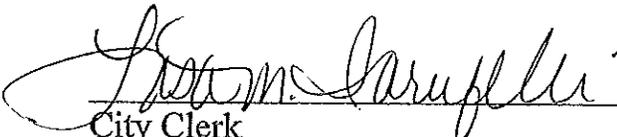
I, Carl R. Demshar, Jr., Mayor of the City of Rock Springs, Wyoming, do hereby proclaim that the foregoing Resolution of the said City of Rock Springs was, on the date thereof, duly and regularly passed and approved by the City Council of the said City of Rock Springs and by the Mayor of said City and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



Mayor

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

I, Lisa M. Taruffelli, City Clerk of the City of Rock Springs, Wyoming, do hereby certify that on this 3rd day of November, 2015, the foregoing Resolution of the City of Rock Springs was proclaimed by the Mayor of said City to be in full force and effect from and after the passage thereof as set forth in said Resolution, and that the same was posted by me in the office of the City Clerk as directed by the City Council on the 3rd day of November, 2015, at 8 p.m. of said day.



City Clerk

MEMORANDUM OF AGREEMENT

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

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

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

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

NOW, THEREFORE, IT IS DULY AGREED THAT for and in consideration of the amount of Ten Thousand Dollars and No Cents (\$10,000.00) from the City, payable in quarterly installments of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00), on September 30, 2015; December 31, 2015; March 31, 2016; and June 20, 2016; or as close hereto as is convenient for the City. SWC and DSP hereby agree to:

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

DATED this _____ day of _____, 2015.

SWEETWATER COUNTY (SWC)

Attest:

Board Secretary

Wally Johnson, Chairman

Kim Diehl Rouse

Kimmie Diehl Rouse, DSP Program Coordinator/Caseworker

Karin Kelly

Karin Kelly, DSP Supervisor

CITY OF ROCK SPRINGS, WYOMING

Attest:

Lisa Taruffelli

Lisa Taruffelli, City Clerk

Carl R. Demshar

Carl R. Demshar, Mayor