

## **NOTICE**

**THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS**

**WILL MEET ON TUESDAY, June 7, 2016 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: May 17, 2016

### **ACCEPTANCE OF BILLS**

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

### **PUBLIC HEARING**

Budget Amendment- Fire Marshall

### **COMMISSIONER COMMENTS/REPORTS**

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

### **COUNTY RESIDENT CONCERNS**

**9:20**

### **ACTION/PRESENTATION ITEMS**

**9:30**      Approval of a 1 Day Catering Permit for Eden Saloon, Inc.  
              on June 25, 2016 for a Wedding Reception at the Eden  
              Valley Community Hall in Farson/Eden

- 9:35** Election Official Compensation
- 9:40** Ambulance Fee Schedule Increase
- 10:00** Approval of the Memorandum of Understanding and Cooperative Agreement for the FY 2015 Assistance to Firefighters Grant
- 10:05** Approval of the Wyoming Business Council's 2016 Business Ready Community Grant Agreement and Subgrantee Agreement with the SWCO Fair Board
- 10:10** Approval of Amendment One to the Contract Between State of Wyoming, Department of Family Services, and the SWCO Board of County Commissioners for the BFY 2016 Juvenile Services Block Grant
- 10:15** Employment Contract Approval
- 10:25** Stop Loss Contract Approval
- 10:35** Voluntary Separation Program
- 10:55** Recognition of VSO Director Larry Levitt for his Years of Public Service

**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)**

**IMMEDIATELY FOLLOWING THE REGULAR BOARD OF COUNTY COMMISSIONERS MEETING,  
THE COMMISSION WILL MEET FOR A BUDGET WORKSHOP**

May 17, 2016  
Green River, WY

The Board of County Commissioners met this day at 8:30 a.m. in Regular Session with Acting Chairman West, Commissioners Kolb, Van Matre, and Wendling present. Chairman Johnson was excused from the meeting. The meeting opened with the Pledge of Allegiance.

### **Approval of Agenda**

Acting Chairman West entertained a motion to approve the agenda. Commissioner Van Matre expressed his concern with the scheduled budget workshop without having all five commissioners present. *Commissioner Van Matre moved that the budget workshop, on today's meeting agenda, be removed and rescheduled to a future date when all five county commissioners can be present. Commissioner Kolb seconded the motion explaining that he seconded to allow discussion.* Following explanation that the budget workshop is informational and not decisional, *Commissioner Van Matre withdrew his motion and Commissioner Kolb withdrew his second.* Acting Chairman West entertained a motion to approve the agenda as presented. *Commissioner Wendling so moved. Commissioner Van Matre seconded the motion.* The motion carried.

### **Approval of Minutes: 5-3-16**

Acting Chairman West entertained a motion to approve the minutes. *Commissioner Wendling moved to approve the minutes dated May 3, 2016. Commissioner Van Matre 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 Wendling seconded the motion.* The motion carried.

<b>WARRANT NO.s</b>	<b>PAYEE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
69452-69489 & ADVICES	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,328,760.03
17367	DAVIS, STEVEN DALE	MEALS	150.49
69490	CENTURYLINK	PHONE BILL	1,632.56
69491	CENTURYLINK	PHONE BILL	3,174.73
69492	CENTURYLINK	PHONE BILL	133.77
69493	DIRECTV	TV/LATE FEE	18.89
69494	PURCHASE POWER	POSTAGE	108.00
69495	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	2,847.42
69496	ROCKY MTN POWER	UTILITIES	3,008.70
69497	SWEETWATER CABLE TV	TV	123.34
69498	TOWN OF WAMSUTTER	UTILITIES	40.00
69499	UNION TELEPHONE COMPANY INC	PHONE	43.21
69500	WEST SIDE WATER & SEWER DISTRICT	UTILITIES	7,392.50
69501	WYOMING DEPT OF WORKFORCE SERVICES	WORKER'S COMPENSATION	16,225.10
69502	WYOMING RETIREMENT SYSTEM	RETIREMENT	208,880.05
69503	WYOMING RETIREMENT SYSTEM	RETIREMENT	75.00
69504	BRIDGER VALLEY ELECTRIC ASSN	UTILITIES	237.90
69505	CITY OF GREEN RIVER	UTILITIES	1,828.86
69506	QUESTAR GAS	UTILITIES	4,997.07
69507	ROCKY MTN POWER	UTILITIES	7,388.09
69508	SWEETWATER CABLE TV	TV	69.90
69509	UNION TELEPHONE COMPANY INC	CELL PHONES	207.28
69510	UNION TELEPHONE COMPANY INC	PHONES/AIRCARDS	3,322.74
69511	WEX BANK	FUEL	9,295.69
69512	WYOMING WASTE SERVICES - ROCK	UTILITIES	1,323.84
69513	ACE HARDWARE	SUPPLIES	390.14
69514	ACE HARDWARE #11263-C	SUPPLIES	253.48
69515	ALLOTECH INC	SIGN	300.00
69516	AMERICAN PLANNING ASSOCIATION	MEMBERSHIPS	723.00
69517	AMERIGAS	PROPANE	32.62
69518	APPARATUS EQUIPMENT & SERVICE INC	EQUIPMENT	19,481.92
69519	AUTOSPA INC	WASHES	70.75
69520	BATTERY SYSTEMS INC	BATTERIES	262.76
69521	BENNETT PAINT & GLASS	PAINT/SUPPLIES	902.88
69522	BI	MONITORING	183.12
69523	BLUE TARP FINANCIAL INC	SUPPLIES	1,726.20
69524	BOB BARKER COMPANY INC	INMATE SUPPLIES	567.82
69525	BOOKCLIFF SALES INC	SUPPLIES	1,352.50
69526	CAPITAL BUSINESS SYSTEMS INC	CONTRACTS	124.23
69527	CARDIAC SCIENCE CORPORATION	SUPPLIES	1,494.00

69528	CARQUEST AUTO PARTS	PARTS/SUPPLIES	1,229.33
69529	CARRIER CORPORATION	AGREEMENT/REPAIRS	1,314.60
69530	CIGNA	PREMIUMS	29.40
69531	CLIMB WYOMING	BUDGET ALLOCATION	2,634.31
69532	COMMUNICATION TECHNOLOGIES INC	REPAIRS/RENT/SUPPLIES	459.56
69533	COMPLETE CARPET CARE	CARPET	12,447.05
69534	COPIER & SUPPLY CO INC	OFFICE SUPPLIES	10,902.03
69535	CORONA INSIGHTS	GRANT EXPENSES	6,698.00
69536	CRAWFORD SUPPLY COMPANY	INMATE SUPPLIES	124.70
69537	CUMMINS ROCKY MOUNTAIN LLC	PARTS/REPAIRS	1,312.00
69538	DELL MARKETING L P	EQUIPMENT/PARTS	12,914.36
69539	DELTA DENTAL	CLAIMS	42,660.07
69540	DEPARTMENT OF TRANSPORTATION	PLATES	10.00
69541	DIEHL ROUSE, KIMMIE	MILEAGE	38.88
69542	DIVERSIFIED INSURANCE BEN SERV LLC	FEES	1,035.96
69543	DIVERSIFIED INSURANCE BEN SERV LLC	FEES	6,000.00
69544	DIVIS, DAVID S	DUES/FEES	215.00
69545	WYOMING DIVISION OF VICTIM SERVICES	REGISTRATION	250.00
69546	DIXON INFORMATION INC	ASBESTOS	175.00
69547	ELECTRICAL CONNECTIONS INC	REPAIRS	2,976.72
69548	EMPLOYERS COUNCIL SERVICES INC	DUES	5,200.00
69549	F B MCFADDEN WHOLESALE COMPANY	COMMISSARY/INMATE FOOD	4,150.31
69550	FASTENAL COMPANY	SUPPLIES	23.80
69551	FEDEX	SHIPPING	35.58
69552	FIRST CHOICE FORD	PARTS	49.02
69553	FREMONT MOTOR ROCK SPRINGS INC	PARTS	2.22
69554	G & K SERVICES	SERVICES	160.73
69555	GLOBAL EQUIPMENT COMPANY INC	GLOVES	217.25
69556	GOLDEN HOUR SENIOR CITIZENS CENTER	BUDGET ALLOCATION	22,500.00
69557	GRAINGER	SUPPLIES	199.32
69558	GREEN RIVER STAR	ADS	120.00
69559	HACKING, CAROLYN ELIZABETH	MILEAGE	259.30
69560	HIGH SECURITY LOCK & ALARM	MAINTENANCE/REPAIRS	1,334.70
69561	HOLIDAY INN - CODY	LODGING	495.00
69562	HOMAX OIL SALES INC	FUEL	634.46
69563	HOWE, KYLE L.	REIMBURSEMENT/CONTRACT	1,294.00
69564	HY-KO SUPPLY	SUPPLIES	868.95
69565	IBS INCORPORATED	SUPPLIES	321.54
69566	INBERG-MILLER ENGINEERS	SPEED STUDIES	361.31
69567	INDUSTRIAL SOLUTIONS INC	SERVICE	717.00
69568	J & S SOLAR PRODUCTS	TINT	100.00
69569	JENNY SERVICE CO	INMATE FOOD/INMATE SUPPLIES	795.58
69570	KEEFE SUPPLY COMPANY	INMATE SUPPLIES	707.36
69571	KONE INC	MAINTENANCE	5,317.00
69572	LANE, CYNTHIA L	CAKES	150.00
69573	LEWIS & LEWIS	ROAD BASE	31,700.37
69574	LITTLE AMERICA - CHEYENNE	LODGING/MEALS	461.44
69575	LOVELESS, JANET	TRANSCRIPTION	864.50
69576	MACY'S TRUCK REPAIR INC	PARTS	146.93
69577	MAJHANOVICH, DALE STEVEN	RECORDS	22.50
69578	MCKEE FOODS CORPORATION	INMATE FOOD	634.32
69579	MEADOW GOLD DAIRIES SLC	INMATE FOOD	1,003.01
69580	MEMORIAL HOSPITAL OF SWEETWATER CO	AUTOPSY/INMATE MEDICAL/TESTING	1,763.00
69581	MOBIL SATELLITE TECHNOLOGIES	SERVICE	2,988.00
69582	NADA USED CAR GUIDE	SUBSCRIPTION	105.00
69583	NAPA AUTO PARTS UNLIMITED	PARTS	607.33
69584	NICHOLAS & COMPANY	INMATE FOOD	1,089.14
69585	NUTECH SPECIALTIES INC	SUPPLIES	108.00
69586	PLAINSMAN PRINTING & SUPPLY	OFFICE SUPPLIES	106.19
69587	PM AUTOGLASS INC	REPAIRS	190.00
69588	PUBLIC DEFENDER	RENT	2,500.00
69589	QUILL CORPORATION	OFFICE SUPPLIES	390.68
69590	R S REFRIGERATION SUPPLY	PARTS/SUPPLIES	174.99
69591	REAL KLEEN INC	SUPPLIES	395.55
69592	REILLY, CARLA S	RENT	600.00
69593	RESTAURANT & STORE EQUIPMENT CO	PARTS	211.67
69594	ROCK SPRINGS NEWSPAPERS INC	ADS	4,932.48
69595	ROCK SPRINGS NEWSPAPERS INC	ADS	591.93
69596	ROCK SPRINGS NEWSPAPERS INC	AD	14.26
69597	ROCKY MOUNTAIN SERVICE BUREAU INC	COMMISSION	943.06
69598	SANDERS, TRAVIS R.	RECORDS	11.50

69599	SEMI SERVICE INC	JACK	131.00
69600	SKAGGS COMPANIES INC	UNIFORMS	3,662.65
69601	SMITH POWER PRODUCTS INC	GENERATOR	1,182.96
69602	SMYTH PRINTING INC	INVITATIONS/OFFICE SUPPLIES	337.57
69603	SOURCE OFFICE & TECHNOLOGY	OFFICE SUPPLIES	800.21
69604	STAPLES ADVANTAGE - DEPT LA	OFFICE SUPPLIES	1,707.68
69605	STERLING COMMUNICATIONS & ELECTRONICS	RENT	254.00
69606	SWEETWATER CO SCHOOL DISTRICT #1	GRANT EXPENSES	4,226.04
69607	SWEETWATER FAMILY RESOURCE CENTER	BUDGET ALLOCATION/GRANT EXPENSES	4,192.13
69608	SWEETWATER PLUMBING & HEATING	PIPE	72.90
69609	SWEETWATER TROPHIES	SHIPPING/TROPHIES	82.36
69610	SWISHER	SUPPLIES	1,415.06
69611	TASC CLIENT SERVICES	FEES	1,263.24
69612	TEGELER & ASSOCIATES	BOND	50.00
69613	THE ELECTION CENTER	FEES	275.00
69614	THE ELECTION CENTER	TRAINING	1,695.00
69615	THE MASTER'S TOUCH LLC	POSTAGE/MAILINGS	5,087.95
69616	THE TIRE DEN INC	TIRES	8,533.00
69617	THOMSON REUTERS-WEST PAYMENT CENTER	SUBSCRIPTION	2,697.00
69618	TRUENORTH STEEL, INC.	SUPPLIES	20,870.69
69619	TUBBS MD LLC, KENNON C	INMATE MEDICAL	5,000.00
69620	U S FOODS INC	INMATE FOOD	1,368.89
69621	UNITED SITE SERVICES	RESTROOMS	346.51
69622	VENTURE TECHNOLOGIES	EQUIPMENT	334.42
69623	WACO	DUES	325.00
69624	WEIMER, JEANIE L	MEAL	94.26
69625	WESTERN RELIEF LLC	RESTROOMS	130.00
69626	WHISLER CHEVROLET COMPANY	PARTS	148.62
69627	WILKERSON IV MD PC, JAMES A	AUTOPSY	1,165.00
69628	WINTER EQUIPMENT COMPANY INC	EQUIPMENT/PARTS	24,462.72
69629	WORKFORCEQA CSS HOLDINGS LLC	TESTING	140.00
69630	WYOMING DEPT OF TRANSPORTATION	PERU BRIDGE	85.98
69631	WYOMING FIRE CHIEFS' ASSOCIATION	DUES	100.00
69632	WYOMING GUARDIANS AD LITEM PROGRAM	FEES	16,851.14
69633	WYOMING LAW ENFORCEMENT ACADEMY	TRAINING	1,290.00
69634	WYOMING MACHINERY COMPANY	PARTS	217.61
69635	WYOMING PATHOLOGY INC	AUTOPSY	1,200.00
69636	WYOMING.COM	E-MAIL/WIRELESS	61.95
69637	YOUNG AT HEART CENTER	GRANT EXPENSES	2,315.68
69638	YWCA OF SWEETWATER COUNTY	BUDGET ALLOCATION/GRANT EXPENSES	31,869.01

**GRAND TOTAL:** 1,977,191.06

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The following bonds were placed on file:

James Burnett	Predatory Animal District of SWCO, Secretary/Treasurer	\$ 10,000.00
Donna Little-Kaumo	SWCO School District #2, Superintendent	\$100,000.00
Lisa M. Taruffelli	City of Rock Springs, Clerk/Treasurer	\$100,000.00

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The following abates/rebates were placed on file:

TAXPAYER	VALUATION	TAXPAYER	VALUATION
ENJ CONTRACTING	-149	WEXPRO CO	-6,629
ENJ CONTRACTING	-121	DEVON ENERGY PRODUCTION CO	-17,982
ENJ CONTRACTING	-101	BP AMERICA PRODUCTION CO	-2,350
ENJ CONTRACTING	-85	BP AMERICA PRODUCTION CO	-367,425
ANADARKO E&P CO LLP	-85,018	BP AMERICA PRODUCTION CO	-265,040
CHEVRON USA INC	-162,310	BP AMERICA PRODUCTION CO	-20,907

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**Public Hearing**

**Budget Amendments**

Accounting Manager Bonnie Berry presented Resolution 16-05-CL-01. Following discussion, Acting Chairman West opened the public hearing. Hearing no comments, the hearing was closed.

*Commissioner Wendling moved to approve Resolution 16-05-CL-01 which allows moving \$9,000 out of*

*the operation and into the capital for the county attorney. Commissioner Van Matre seconded the motion.* The motion carried.

**RESOLUTION 16-05-CL-01  
SWEETWATER COUNTY  
BUDGET AMENDMENT**

DUE to unanticipated capital expenditures within the County Attorney's Office totaling \$9,000

WHEREAS, it has been determined that the aforementioned funds need to be transferred within the 2015-2016 County Budget,

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

BE IT THEREFORE RESOLVED: that the 2015-2016 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

Expenditure Increase General Fund:

County Attorney – Capital	\$9,000
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Expenditure Decrease General Fund:

County Attorney – Operating	(\$9,000)
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Dated at Green River, Wyoming this 17th day of May, 2016.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

Absent  
Wally J. Johnson, Chairman

\_\_\_\_\_  
John K. Kolb, Member

\_\_\_\_\_  
Don Van Matre, Member

\_\_\_\_\_  
Randal M. Wendling, Member

\_\_\_\_\_  
Reid O. West, Acting Chairman

ATTEST:

\_\_\_\_\_  
Steven Dale Davis, County Clerk

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**Commissioner Comments/Reports**

**Commissioner Wendling**

Commissioner Wendling reported that he participated in the ground breaking ceremony for the Judicial Justice Center and attended meetings for the Bairoil Town Council, Superior Town Council, and Wamsutter Town Council. Commissioner Wendling further reported that he attended a teleconference with GCI, the SWCO Conservation District meeting with Public Land Specialist Mark Kot, and meetings with the STAR Board, JDAI, Communities Protecting the Green and the Library Board. Commissioner Wendling noted that he attended the 9<sup>th</sup> annual REACH award dinner and the Rock Springs Realty Ribbon Cutting Ceremony. Lastly, Commissioner Wendling discussed if the commission was interested in participating in the GCI video to promote tourism and business development in Sweetwater County. The commission agreed to put the request on a future agenda to allow the commission to learn more about the program.

**Commissioner Van Matre**

Commissioner Van Matre reported that he attended the ground breaking ceremony for the Judicial Justice Center. Commissioner Van Matre noted that he visited with Events Complex Director Larry Lloyd, VSO staff member Nancy Stafford, Human Resource Director Garry McLean and Grants Manager Krisena Marchal. Commissioner Van Matre reported that he attended meetings for the Airport Board, Museum Board, and attended the Jamestown Community Town Hall meeting.

**Acting Chairman West**

Acting Chairman West reported that he attended the ground breaking ceremony for the Judicial Justice Center. Acting Chairman West explained that Public Works Director Gene Legerski has kept him informed and Mr. Legerski provided an update on county roads that have been washed out and that he has also been talking with AML on their projects with Superior and Reliance with the settling of roads. Acting Chairman West explained that he has been working heavily on the budget in preparation for the

budget workshops. Acting Chairman West read aloud the report received from Facilities Manager Chuck Radosevich.

#### **Commissioner Kolb**

Commissioner Kolb reported that he attended the ground breaking ceremony for the Judicial Justice Center. Commissioner Kolb reported that he attended meetings for the Sweetwater County Hospital Board, Ambulance Board, and attended the Jamestown Town Hall meeting. Commissioner Kolb explained that he continues to review and study the budget. Commissioner Kolb noted that he spoke with Grants Manager Krisena Marchal, Accounting Manager Bonnie Berry, County Treasurer Robb Slaughter, County Clerk Dale Davis, Land Use Director Eric Bingham, and County Attorney Danny Erramouspe.

#### **Break**

Acting Chairman West called for a break.

#### **County Resident Concerns**

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

#### **Action/Presentation Items**

##### **Board Appointment- Joint Travel & Tourism (to fill an unexpired term through 11-1-17 due to the resignation of Deborah Alvarez)**

Following discussion, *Commissioner Kolb moved to appoint Linda McGovern to the Joint Travel and Tourism Board. Commissioner Wendling seconded the motion.* The motion carried.

##### **Amendment # 1 of Contract with Inberg Surveying Company, Inc. for County Road Speed Studies**

Public Works Director Gene Legerski presented the amended contract with Inberg Surveying Company, Inc. for county road speed studies. Following discussion, Acting Chairman West entertained a motion to amend the contract with Inberg Surveying Company, Inc dba Inberg Miller Engineers for the county road speed studies, for amendment number 1, to extend it to December 31, 2017. *Commissioner Van Matre so moved. Commissioner Kolb seconded the motion.* The motion carried.

##### **Request for the Board of County Commissioners to enter into a Contract with Indo American Engineering, Inc. for the Design and Construction Management of the 2016 County Road Striping Project**

Public Works Director Gene Legerski presented the contract with Indo American Engineering, Inc. for the design and construction management of the 2016 county road striping project. Following discussion, *Commissioner Wendling moved that the Board of County Commissioners enter into a contract with Indo American Engineering, Inc. for the design and construction management of the 2016 county road striping project. Commissioner Van Matre seconded the motion.* Following further discussion, the motion carried.

##### **Award of CMAQ 2015/2016 Patrick Draw Road CR #4-24**

Public Works Director Gene Legerski presented the bid results for the CMAQ 2015/2016 Patrick Draw Road (CR #4-24). Following discussion, Acting Chairman West entertained a motion to award the bid for the CMAQ 2015/2016 Patrick Draw Road (CR #4-24) Project to Warren Transport, Inc. out of Cowley, Wyoming, in the sum of \$268,475.00 and authorize the Chairman to sign all necessary documents pending approval from WYDOT. *Commissioner Wendling so moved. Commissioner Kolb seconded the motion.* The motion carried.

##### **Modification of Grant or Agreement between the SWCO Sheriff's Office and the USDA Ashley National Forest**

Sheriff Lowell presented the Modification of the Grant or Agreement between the Sweetwater County Sheriff's Office and the USDA Ashley National Forest. Following discussion, Acting Chairman West entertained a motion to approve the Modification of Grant or Agreement in regard to USDA National Forest Agreement #14-LE-11040100-002 between the Sweetwater County Sheriff's Office and the USDA National Forest - Amendment # 4. *Commissioner Wendling so moved and authorizes the Chairman to sign. Commissioner Van Matre seconded the motion.* The motion carried.

##### **Request to Re-Staff Vacant Positions in the Sheriff's Office and the Detention Center**

Sheriff Lowell and Human Resource Specialist Stefanie Boling presented the request to re-staff a vacant patrol deputy position. Following discussion, Acting Chairman West entertained a motion to approve the re-staffing of the patrol deputy. *Commissioner Wendling so moved. Commissioner Van Matre seconded the motion.* The motion carried.

Sheriff Lowell and Human Resource Specialist Stefanie Boling presented the request to re-staff a vacant detention registered nurse position. Following discussion, Acting Chairman West entertained a motion to approve the detention registered nurse replacement. *Commissioner Van Matre so moved. Commissioner Kolb seconded the motion.* Following further discussion, the motion carried.

#### **Break**

Acting Chairman West called for a break.

#### **Insurance Discussion**

Human Resource Director Garry McLean and Diversified Insurance Group Executive Vice President Brian Carter and Representative Chris Merrill presented the health insurance plan. Acting Chairman West opened discussion to the audience. Southwest Counseling Human Resource Manager Kerry Wilcox and Business Manager Melissa Wray-Marchetti, Chief Deputy Assessor Dave Divas, Accounting Manager Bonnie Berry and Captain Rick Hawkins questioned the overall cost increase and how this would affect employees, coverage and deductibles. Following discussion relative to the various plans and the cost increase, the commission expressed their appreciation for the discussion. Acting Chairman West entertained a motion to approve the proposed rates for the 2016-2017 Fiscal Year that Diversified has provided today. **Commissioner Kolb moved to agree to the proposed rates for the 2016-2017 data that we have in front of us for the rate schedule. Commissioner Van Matre seconded the motion.** Following discussion, the motion carried.

**Executive Session(s)-Personnel/Legal**

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

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

**Adjourn**

There being no further business to come before the Board this day, the meeting was adjourned subject to the call of the Chairman. Acting Chairman West explained that the commission will conduct the Fiscal Year 2017 Budget Workshop beginning at 1:30 p.m. and again on Wednesday, May 18, 2016 beginning at 8:30 a.m.

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

Absent  
Wally J. Johnson, Chairman

\_\_\_\_\_  
John K. Kolb, Member

\_\_\_\_\_  
Don Van Matre, Member

\_\_\_\_\_  
Randal M. Wendling, Member

\_\_\_\_\_  
Reid O. West, Acting Chairman

ATTEST:

\_\_\_\_\_  
Steven Dale Davis, County Clerk

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	DATE	AMOUNT	WARRANT #'S
EAL	5/20/2016	43,435.74	
EAL	5/26/2016	2,248.20	
EAL	5/27/2016	39,711.71	
EAL	6/3/2016	22,893.71	
EAL	6/7/2016	1,522,498.74	

			Check #	Advice #
Payroll Run	1,387,475.25	Payroll:	69704-69742	
Payroll Run				
Payroll Run				
<b>TOTAL AMOUNT</b>	<b>\$3,018,263.35</b>			

Vouchers in the above amount are hereby approved and ordered paid this date of 06/07/2016

\_\_\_\_\_  
Wally J. Johnson, County Commissioner

\_\_\_\_\_  
John K. Kolb, County Commissioner

\_\_\_\_\_  
Don Van Matre, County Commissioner

\_\_\_\_\_  
Randal M. Wendling, County Commissioner

Attest:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Reid O. West, County Commissioner

Authorization for Monthly Reports  
6-7-16

1. Clerk of District Court

THE BOARD OF COUNTY COMMISSIONERS  
FOR SWEETWATER COUNTY, WYOMING

Absent

\_\_\_\_\_  
Wally J. Johnson, Chairman

\_\_\_\_\_  
John K. Kolb, Member

Attest:

\_\_\_\_\_  
Donald Van Matre, Member

\_\_\_\_\_  
Randal M. Wendling, Member

\_\_\_\_\_  
Steven Dale Davis, County Clerk

\_\_\_\_\_  
Reid O. West, Member

Monthly Statement

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

**APRIL, 2016**

Reported to the Board of County Commissioners of said County.

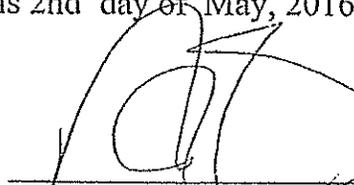
<u>CIVIL FEES</u> .....	\$	5,830.00
Code: DC		
<u>BOND FORFIETED</u> .....	\$	0.00
Code: FO		
<u>CRIMINAL FINES/COSTS</u> .....	\$	859.90
Code: CF		
<u>TOTAL EARNINGS</u> .....	\$	6,689.90

Clerk of District Court Check # 10698

STATE OF WYOMING  
COUNTY OF SWEETWATER

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

Witness, my hand and seal this 2nd day of May, 2016.

  
Donna Lee Bobak, Clerk of District Court



**Authorization for Bonds**

**6-7-16**

Erin L. Erickson	Town of Wamsutter, Clerk/Treasurer	\$ 25,000.00
Karla Leach	WWCC, Assistant Treasurer	\$ 50,000.00
Chris Meats	City of Green River, Finance Director/Treasurer	\$100,000.00
Jack Simmerman	SWCO Solid Waste Disposal Dist. 1, Treasurer	\$ 10,000.00

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. 62778947

That we Erin L. Erickson,

of Wamsutter, 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 Town of Wamsutter, the State of Wyoming, in the penal

sum of Twenty Five Thousand and 00/100 DOLLARS (\$ 25,000.00), 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 11th day of May, 2016.

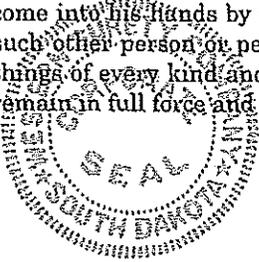
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly Appointed  Elected  to the office of Clerk/Treasurer

in the Town of Wamsutter,

and State aforesaid for the term beginning May 9th, 2016, and ending

May 9th, 2017.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Clerk/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.



Erin L. Erickson  
Principal

WESTERN SURETY COMPANY

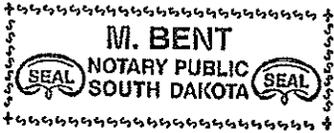
By Paul T. Bruffat  
Paul T. Bruffat, Vice President

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

On this 11th day of May, 2016, before me, appeared

Paul T. Bruflat to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



My Commission Expires March 2, 2020

*M. Bent*

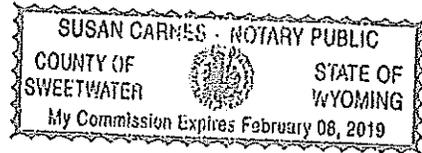
Notary Public

OATH OF OFFICE

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

x *Erin L Eucke*

State of Wyoming }  
County of *Sweetwater* } ss



This Oath of Office was subscribed and sworn to before me by *Erin L Eucke* on this *May 16* day of *May*, 2016. My commission expires:

*Susan Carnes* x 2/8/19  
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }  
County of *Sweetwater* } ss

On this 16 day of May, 2016, before me, personally appeared

*Erin L Eucke*, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as

*her* free act and deed.

My commission expires  
*2/8/19*

*Susan Carnes*  
Notary Public, Wyoming



Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 54529232

That we Karla Leach

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 Western Wyoming Community College, the State of Wyoming, in the penal sum of Fifty Thousand and 00/100 DOLLARS (\$ 50,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 4th day of April, 2016.

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

Principal was duly  Appointed  Elected to the office of Assistant Treasurer

in the Western Wyoming Community College

and State aforesaid for the term beginning July 1, 2016, and ending

July 1, 2017.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Assistant 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.



Karla Leach Principal

WESTERN SURETY COMPANY

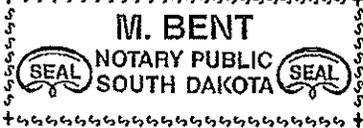
By Paul T. Bruhat  
Paul T. Bruhat, Vice President

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

On this 4th day of April, 2016, before me, appeared

Paul T. Bruflat to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



My Commission Expires March 2, 2020

M. Bent  
Notary Public

OATH OF OFFICE

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

Karla Leach

State of Wyoming }  
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Karla Leach  
on this 11th day of May, 2016  
My commission expires:

Kandy R. Frink  
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }  
County of Sweetwater } ss

On this 11th day of May, 2016, before me, personally appeared

Karla Leach, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as her free act and deed.

My commission expires  
Nov. 18, 2017

Kandy R. Frink  
Notary Public, Wyoming

Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

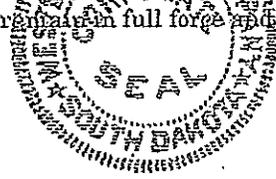
Bond No. 55030529

That we Chris Meats,  
of Green River, 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 City of Green River, the State of Wyoming, in the penal  
sum of One Hundred Thousand and 00/100 DOLLARS (\$ 100,000.00),  
to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and  
severally, firmly by these presents.

Dated this 8th day of February, 2016.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden  
Chris Meats  
Appointed   
Principal was duly Elected  to the office of Finance Director/Treasurer  
in the City of Green River  
and State aforesaid for the term beginning June 3, 2016, and ending  
June 3, 2017.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and  
impartially perform all the duties of his said office of Finance Director/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.



Principal

WESTERN SURETY COMPANY

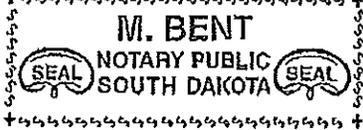
By Paul T. Brylat, Vice President

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

On this 8th day of February, 2016, before me, appeared

Paul T. Bruflat to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



My Commission Expires March 2, 2020

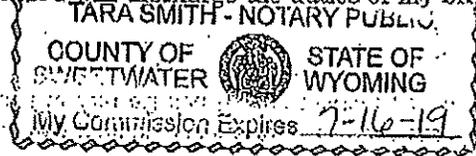
M. Bent  
Notary Public

OATH OF OFFICE

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

[Signature]

State of Wyoming }  
County of Sweetwater } ss



This Oath of Office was subscribed and sworn to before me by Chris Meats on this 14th day of April, 2016. My commission expires:

Tara Smith  
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }  
County of Sweetwater } ss

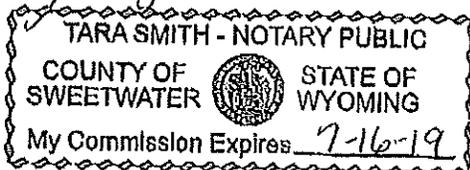
On this 14th day of April, 2016, before me, personally appeared

Chris Meats, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as

him free act and deed.

My commission expires

July 16, 2019



Tara Smith  
Notary Public, Wyoming

Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. OFF. 55030540

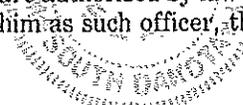
That we Jack Simmerman of Rock Springs, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Sweetwater County Solid Waste Disposal District #1, the State of Wyoming, in the penal sum of Ten Thousand & no/100 DOLLARS (\$ 10,000.00),  
(NOT VALID IF FILLED IN FOR MORE THAN \$100,000.00)

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 10th day of April, 2016.

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 Sweetwater County Solid Waste Disposal District #1, and State aforesaid for the term beginning April 10, 2016, and ending April 10, 2017.

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.



Jack L. Simmerman  
Principal

WESTERN SURETY COMPANY

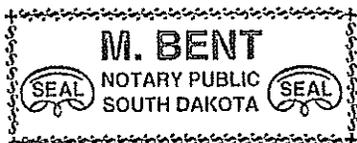
By Paul T. Bruflat  
Paul T. Bruflat, Vice President

### ACKNOWLEDGMENT OF SURETY (Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss.

On this 10th day of April, 2016, before me, appeared Paul T. Bruflat

to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



My Commission Expires March 2, 2020

M. Bent  
Notary Public

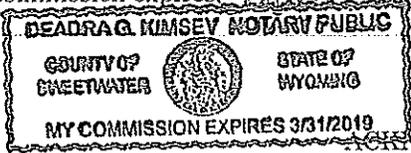
OATH OF OFFICE

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

x Jack Simmerman

State of Wyoming }  
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Jack Simmerman  
on this 9th day of May, 2016  
My commission expires: March 31, 2019



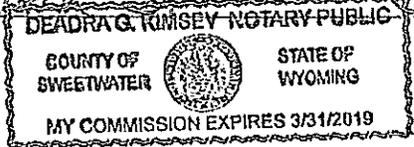
Debra G. Kinsey  
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }  
County of Sweetwater } ss

On this 9th day of May, 2016, before me, personally  
appeared Jack Simmerman, to me known to be the  
person described in and who executed the foregoing instrument as Principal, and acknowledged that  
the same was executed as his free act and deed.

My Commission expires  
March 31, 2019



Debra G. Kinsey  
Notary Public, Wyoming



# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: <b>6/7/16</b>	Presenters Name: <b>Bonnie Berry</b>
Department or Organization: <b>Clerk's office</b>	Contact Phone and E-mail: <b>875-3762</b>
Exact Wording for Agenda: <b>Budget Amendment</b>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <b>8:30 5 min</b>
Will there be Handouts? (If yes, include with meeting request form) <b>yes</b>	Will handouts require SIGNATURES: <b>yes</b>
Additional Information:	

### INSTRUCTIONS:

- 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](mailto:shoemakers@sweet.wy.us)
- All handouts must accompany the meeting request form by Wednesday at 12:00 p.m. prior to the scheduled meeting date. ***\*\*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](http://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 16-06-CL-02  
SWEETWATER COUNTY  
BUDGET AMENDMENT**

**DUE** to unanticipated expenditures within the Fire Marshall Department totaling \$33,548.31,

**WHEREAS**, it has been determined that the aforementioned funds need to be transferred within the 2015-2016 County Budget,

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

**BE IT THEREFORE RESOLVED**: that the 2015-2016 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

**Expenditure Increase General Fund:**

Fire Marshall – Operating	\$29,548.31
Fire Marshall – Capital	\$4,000.00

**Expenditure Decrease General Fund:**

Fire Marshall – Payroll	(\$29,548.31)
Fire Marshall – Operating	(\$4,000.00)

Dated at Green River, Wyoming this 7th day of June, 2016.

**BOARD OF COUNTY COMMISSIONERS  
SWEETWATER COUNTY, WYOMING**

\_\_\_\_\_  
Wally J. Johnson, Chair

\_\_\_\_\_  
John K. Kolb, Member

\_\_\_\_\_  
Don Van Matre, Member

\_\_\_\_\_  
Randy Wendling, Member

**ATTEST:**

\_\_\_\_\_  
Steven Dale Davis, County Clerk

\_\_\_\_\_  
Reid O. West, Member

NOTICE OF PUBLIC HEARING  
SWEETWATER COUNTY  
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the Fire Marshall's budget within the Sweetwater County 2015-2016 budget in the amount of \$33,548.31 due to unanticipated capital expenditures within the department.

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 7th day of June, 2016 at 8:30 A.M. At this time, any and all interested persons may appear and express their opinion regarding the budget amendment.

Dated at Green River, Wyoming this 27th day of May, 2016.

Board of County Commissioners  
Sweetwater County, Wyoming

Attest:

(s) Wally J Johnson, Chair

(s) Steven Dale Davis, County Clerk

Please Advertise as a Legal Advertisement on June 1, 2016.

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: <b>June 7, 2016</b>	Presenters Name: <b>Dale Davis, County Clerk</b>
Department or Organization: <b>County Clerk's Office</b>	Contact Phone and E-mail:
Exact Wording for Agenda: <small>Approval of one day Catering Permit for Eden Saloon Inc on June 25, 2016 for a Wedding Reception at the Eden Valley Community Hall in Farson/Eden</small>	Preference of Placement on Agenda & Amount of Time Requested for Presentation:
Will there be Handouts? (If yes, include with meeting request form) <b>Yes</b>	Will handouts require SIGNATURES: <b>Yes</b>
Additional Information:	

### INSTRUCTIONS:

- 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](mailto:shoemakers@sweet.wy.us)
- All handouts must accompany the meeting request form by Wednesday at 12:00 p.m. prior to the scheduled meeting date. ***\*\*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](http://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.

# APPLICATION FOR 24 HR MALT BEVERAGE CATERING PERMIT

Licensing Authority: Sweetwater County Clerk

Name of Event: Wedding Reception

Permit From: 6125116 To: 6126116 Local Permit Number: \_\_\_\_\_

Number of Days Permitted: 1 Fee per day: 10<sup>00</sup> Total Fee: 10<sup>00</sup>

Applicant: Eden Saban, Inc D/B/A: \_\_\_\_\_

Contact Person: Patsy Smith Phone: (307) 705-4680

Company Location: 3633 A. Hwy 191 N. City: Eden State: WY Zip: 82932

Mailing Address: Same as above City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: 307-273-9496 Residence Phone: 307-705-4680 or 273-8300

Location of Sales: Eden Valley Community Hall

**Applicants that are receiving anything of value (i.e. money, goods and/or services) from any industry representative must answer the following:**

As an applicant for a 24 hour malt beverage or catering permit, are you:

A nonprofit corporation organized under the laws of this state; YES  NO

Qualified as a tax exempt organization under the Internal Revenue Code; YES  NO

And have been in continuous operation for not less than two (2) years. YES  NO

**FILING AS (CHOOSE ONLY ONE)**

INDIVIDUAL     PARTNERSHIP     CORPORATION     LLC     LLP

**NOTE:** Individual and Partnership filers must be domiciled residents of Wyoming for at least one year and not claimed residence in any other state in the last twelve months.

If a corporation, LLC or LLP list the full names and residence address of all the officers and directors and of all shareholders owning jointly or severally ten percent (10%) or more of the stock of the corporation, LLC or LLP. Use back of form if additional space is needed.

For Corp, LLC, LLP Applicants Legal Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
George E Buckendorf	10/8/55	3629 US Hwy 191 N Eden WY 82932	307-273-3300	27	25%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Cindy F. Buckendorf	11/16/57	3629 US Hwy 191 N Eden WY 82932	307-273-3300	27	25%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Patsy J Smith	8/10/48	3615 US Hwy 191 N Eden WY 82932	307-705-4680	27	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

RECEIVED

(If more information is required, complete identical form on a separate piece of paper and attach to this application.)

Page 1 of 2  
**MAY 18 2016**

SWEETWATER CO CLERK

By filing this application, I agree to operate in Wyoming under the requirements of W.S.12-4-502 and all other applicable Wyoming laws and rules, and to file required sales tax reporting documents and taxes.

By signing this application, I acknowledge for Eden Saloon, Inc  
(Business Name) that all of the information provided is true and correct, and that I agree to meet the Wyoming operating conditions specified above. This application must be signed by an owner, partner, corporate officer or LLC/LLP member.

**VERIFICATION OF APPLICATION**

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, TWO (2) Corporate Officers/Directors, or TWO (2) Club Officers.) W.S.12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

Dated this 15 day of may, 2016. Cindy Buckendorf  
Applicant  
Ortay Smith  
Applicant

\_\_\_\_\_  
Signature of Licensing Authority Official

CHAIRMAN

Title

JUNE

/ 7

/ 2016

\_\_\_\_\_  
Date

## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: June 7, 2016	Name & Title of Presenter: County Clerk Dale Davis
Department or Organization: County Clerk's office	Contact Phone & E-mail: (307) 872-3765 davisd@sweet.wy.us
Exact Wording for Agenda: Election Official Compensation	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Action Item 5 mins
Will there be Handouts? (If yes, include with meeting request form) Y	Will handouts require SIGNATURES: Y
Additional Information:	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: [shoemakers@sweet.wy.us](mailto: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](http://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 16-06-CL-01**  
**SWEETWATER COUNTY**  
**COMPENSATION FOR ELECTION JUDGES,**  
**COUNTY COUNTING AND CANVASSING BOARDS**

WHEREAS, Wyoming State Statute 22-8-116 provides Judges of election and members of counting boards shall be compensated for services at a rate to be determined by the board of county commissioners. The rate shall be not less than the state minimum wage. Compensation shall begin one (1) hour before a member assumes his duties. If a flat rate is paid, said sum shall not be less than the state hourly minimum wage multiplied by the number of hours the polls are open plus one (1) hour; AND

WHEREAS, Wyoming State Statute 22-16-101 provides Canvassing Board members to receive the same compensation as election judges;

**BE IT THEREFORE RESOLVED:** that the following rates of compensation shall be established:

Chief Election Judge	\$210 Flat Rate per Election
Election Judge	\$185 Flat Rate per Election
County Board Official	\$185 Flat Rate per Election
Canvassing Board Members	\$185 Flat Rate per Election
Attending Training School(s)	\$ 30
Mileage Reimbursement over 5 miles travel	Current County Mileage Reimbursement Rate

Dated at Green River, Wyoming this 7th of June, 2016.

The Board of County Commissioners  
Of Sweetwater County, Wyoming

\_\_\_\_\_  
Wally J. Johnson, Chair

\_\_\_\_\_  
John K. Kolb, Member

\_\_\_\_\_  
Randal M. Wendling

\_\_\_\_\_  
Reid O. West, Member

ATTEST:

\_\_\_\_\_  
Steven Dale Davis, County Clerk

\_\_\_\_\_  
Don Van Matre, Member

## Sally Shoemaker

---

**From:** Dale Davis - County Clerk  
**Sent:** Monday, May 30, 2016 8:04 PM  
**To:** Sally Shoemaker  
**Cc:** Dale Davis - County Clerk; Vickie Eastin; Dale Davis - County Clerk; Vickie Eastin  
**Subject:** Agenda Item June 7, 2016  
**Attachments:** Res 16-06-CL-01 Election Compensation.pdf; Res 16-06-CL-01 Election Compensation.docx

Sally,

Please find attached an agenda item for June 7, 2016 in regards to the Compensation of Election Officials.

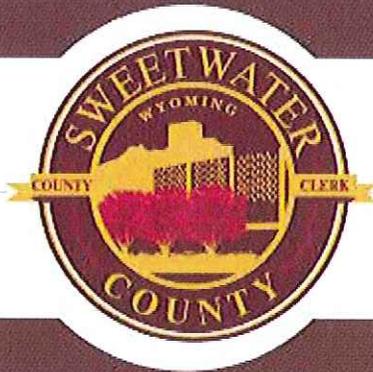
Thank you,

***Dale Davis, CERA***

County Clerk

80 West Flaming Gorge Way, Suite 150  
Green River, WY 82935

Ph: (307) 872-3732 Green River  
Ph: (307) 922-5208 Rock Springs  
Fx: (307) 872-3994  
Ph: (307) 872-3765 Direct Line



# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: <b>6-7-16</b>	Presenters Name: <b>Ron Gatti</b>
Department or Organization: <b>Sweetwater Medics</b>	Contact Phone and E-mail: <b>307-371-8833</b>
Exact Wording for Agenda: <b>Ambulance Fee Schedule Increase</b>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <b>20 Min</b>
Will there be Handouts? (If yes, include with meeting request form) <b>yes</b>	Will handouts require SIGNATURES:
Additional Information:	

### INSTRUCTIONS:

- 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](mailto:shoemakers@sweet.wy.us)
- All handouts must accompany the meeting request form by Wednesday at 12:00 p.m. prior to the scheduled meeting date. ***\*\*If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\****
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## Sweetwater County Ambulance Service Board – Rock Springs Area

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May 26, 2016

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

Dear Commissioners,

This letter is in reference to the increase in the fee schedule requested by Sweetwater Medics. The members of the Ambulance Service Board have met with Sweetwater Medics and discussed the proposed 4% increase in the fee schedule on May 11<sup>th</sup>, 2016.

In January of 2016 Sweetwater Medics implemented a 4% increase in fees; at that time it was the understanding of Sweetwater Medics and the Ambulance Service Board that this was an allowable increase in fees per the ambulance contract. The Ambulance Service Board and Sweetwater Medics have since been informed by the County Attorney's Office that the proper procedures were not followed to allow for the increase in ambulance fees charged by Sweetwater Medics. The Ambulance Service Board and Sweetwater Medics have been advised by the County Attorney's Office that any increase in ambulance fees must be requested and approved through the Board of Sweetwater County Commissioners with a recommendation from the Ambulance Service Board.

The Members of the Ambulance Service Board unanimously voted in favor of recommending to the Sweetwater County Commissioners that the 4% fee increase that was implemented by Sweetwater Medics in January of 2016 be approved.

The Ambulance Service Board would like to apologize for this error in procedures and we look forward to working with the Sweetwater County Commissioners and Sweetwater Medics to continue to improve the delivery of emergency medical services within Sweetwater County.

Respectfully Yours,

Scott Kitchner  
Chairman  
Sweetwater County Ambulance Service Board – Rock Springs Area



Sweetwater Medics LLC  
P.O. Box 356  
Rock Springs, WY 82902  
307-362-6108 Fax:307-362-6165

May 23, 2016

Sweetwater County Board of County Commissioners  
Emergency Medical Services Board  
80 West Flaming Gorge Way  
Green River, WY 82935

Sweetwater Medics is submitting this letter to formally request permission to amend our current contract in order to implement the attached fee schedule. This fee schedule represents a 4% increase to the rate schedule that has been implemented for the last 4 years.

Sweetwater Medics has analyzed our billing and collections and we feel that the price increase is justified due to the rising costs associated with running our operation. In particular, the increasing cost of employee benefits packages and wages in the organization.

In November of last year, an apparent mutual misinterpretation of the contract for ambulance service between Sweetwater Medics and Sweetwater County, the Ambulance Service Board and Sweetwater Medics approved the implementation beginning in January. The attached rates were then implemented.

Several months following the implementation, and when receiving the recommendations from the Sustainability Study, an interpretation by the County Attorney's office brought to light that we had not followed the appropriate process. This error was due to some vague language in the contract regarding this matter.

Both Sweetwater Medics and the Ambulance Board thought the contractual requirements and process was followed. Upon receiving the opinion of the County Attorney after the fact, we are attempting to rectify the situation and complete the proper process at this time.

Thank you,



*"Professional Care With a Personal Touch"*

*Ron Gatti*

Ron Gatti, NRP  
Director  
Sweetwater Medics  
307-371-8833



*"Professional Care With a Personal Touch"*

## Sally Shoemaker

---

**From:** Sally Shoemaker  
**Sent:** Wednesday, June 01, 2016 12:37 PM  
**To:** 'skitchner@fd1fire.com'  
**Cc:** captainron@wyoming.com  
**Subject:** RE: Sweetwater Medics fee increase  
**Attachments:** 2016 fillable meeting request form.pdf

**Importance:** High

Hi Ron. Per our phone conversation today, you asked that I forward the meeting request form for completion so that I can get you added to the commissioners agenda. Please complete and return as soon as possible.

Thank you,

Sally

---

**From:** [skitchner@fd1fire.com](mailto:skitchner@fd1fire.com) [mailto:[skitchner@fd1fire.com](mailto:skitchner@fd1fire.com)]  
**Sent:** Friday, May 27, 2016 11:15 AM  
**To:** Sally Shoemaker  
**Subject:** RE: Sweetwater Medics fee increase

Sally,

I forwarded this email to Sweetwater Medics and I will have them fill out the request. The letters I attached are what we would like to have presented at the meeting and I do not believe that the Medics have any other documents to add. I advised Ron Gatti to let you know if they have any other information that they would to give you for the meeting.

Thank You for getting back so fast.

Take care,

Scott Kitchner  
Fire Chief  
Sweetwater County Fire District #1  
3010 College Dr.  
Rock Springs, WY 82901  
(307) 362-9390 office  
(307) 389-5671 cell  
(307) 382-8476 fax  
[www.fd1fire.com](http://www.fd1fire.com)

----- Original Message -----

Subject: RE: Sweetwater Medics fee increase  
From: Sally Shoemaker <[shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)>  
Date: Fri, May 27, 2016 10:53 am  
To: "[skitchner@fd1fire.com](mailto:skitchner@fd1fire.com)" <[skitchner@fd1fire.com](mailto:skitchner@fd1fire.com)>

Hi Scott. Thank you for the email. I'll be sure to forward to each commissioner.

Secondly, regarding the request to be on the next BOCC meeting (6-7-16), would you please complete, or have Medic's complete the attached meeting request form and return to me no later than noon on Wednesday, June 1st. Are the documents that you are wanting presented during the meeting the one's that you have just emailed me in this email or does Medics have other documents that they would like presented in the commissioner's packet?

Thank you,

Sally

---

**From:** [skitchner@fd1fire.com](mailto:skitchner@fd1fire.com) [<mailto:skitchner@fd1fire.com>]

**Sent:** Friday, May 27, 2016 10:50 AM

**To:** Sally Shoemaker

**Subject:** Sweetwater Medics fee increase

Sally,

Here is the letter of request for a fee increase from Sweetwater Medics and a letter from the Ambulance Service Board in reference to that fee increase request. Could you please make sure the commissioners get these letters. I know Sweetwater Medics would like to be placed on the agenda for the next meeting of the commissioners or the next available open meeting.

Please advise me what we need to do to make that happen.

Thank You,

Scott Kitchner  
Chairman  
Ambulance Service Board  
3010 College Dr.  
Rock Springs, WY 82901  
(307) 362-9390 office  
(307) 389-5671 cell  
(307) 382-8476 fax

## Sally Shoemaker

---

**From:** Sally Shoemaker  
**Sent:** Friday, May 27, 2016 11:00 AM  
**To:** Sweetwater Fire District #1 (skitchner@fd1fire.com)  
**Cc:** Donald Van Matre; John Kolb; Randy Wendling; Wally Johnson - County Commissioners; Reid West (westr@sweet.wy.us)  
**Subject:** RE: Sweetwater Medics fee increase

Scott, please see email below from Commissioner West relative to the attachment referenced in Medic's letter.

Thank you,

Sally

---

**From:** Reid West  
**Sent:** Friday, May 27, 2016 10:59 AM  
**To:** Sally Shoemaker  
**Cc:** Donald Van Matre; John Kolb; Randy Wendling; Wally Johnson - County Commissioners  
**Subject:** Re: Sweetwater Medics fee increase

The attachment referenced in Medic's letter is missing. Please advise.  
Reid West

Sent from my iPhone

On May 27, 2016, at 10:54 AM, Sally Shoemaker <[shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)> wrote:

---

**From:** [skitchner@fd1fire.com](mailto:skitchner@fd1fire.com) [<mailto:skitchner@fd1fire.com>]  
**Sent:** Friday, May 27, 2016 10:50 AM  
**To:** Sally Shoemaker  
**Subject:** Sweetwater Medics fee increase

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Thank You,

Scott Kitchner  
Chairman  
Ambulance Service Board  
3010 College Dr.  
Rock Springs, WY 82901

(307) 362-9390 office  
(307) 389-5671 cell  
(307) 382-8476 fax

<Fee Increase Letter to Commisioners.docx>

<Letter for Increase Approval-signed.pdf>

## Sally Shoemaker

---

**From:** skitchner@fd1fire.com  
**Sent:** Friday, May 27, 2016 11:15 AM  
**To:** Sally Shoemaker  
**Subject:** RE: Sweetwater Medics fee increase

Sally,

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Thank You for getting back so fast.

Take care,

Scott Kitchner  
Fire Chief  
Sweetwater County Fire District #1  
3010 College Dr.  
Rock Springs, WY 82901  
(307) 362-9390 office  
(307) 389-5671 cell  
(307) 382-8476 fax  
[www.fd1fire.com](http://www.fd1fire.com)

----- Original Message -----

**Subject:** RE: Sweetwater Medics fee increase  
**From:** Sally Shoemaker <shoemakers@sweet.wy.us>  
**Date:** Fri, May 27, 2016 10:53 am  
**To:** "skitchner@fd1fire.com" <skitchner@fd1fire.com>

Hi Scott. Thank you for the email. I'll be sure to forward to each commissioner.

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Thank you,

Sally

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**Subject:** Sweetwater Medics fee increase

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Please advise me what we need to do to make that happen.

Thank You,

Scott Kitchner  
Chairman  
Ambulance Service Board  
3010 College Dr.  
Rock Springs, WY 82901  
(307) 362-9390 office  
(307) 389-5671 cell  
(307) 382-8476 fax

## Sally Shoemaker

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**From:** skitchner@fd1fire.com  
**Sent:** Friday, May 27, 2016 10:50 AM  
**To:** Sally Shoemaker  
**Subject:** Sweetwater Medics fee increase  
**Attachments:** Fee Increase Letter to Commisioners.docx; Letter for Increase Approval-signed.pdf

Sally,

Here is the letter of request for a fee increase from Sweetwater Medics and a letter from the Ambulance Service Board in reference to that fee increase request. Could you please make sure the commissioners get these letters. I know Sweetwater Medics would like to be placed on the agenda for the next meeting of the commissioners or the next available open meeting.

Please advise me what we need to do to make that happen.

Thank You,

Scott Kitchner  
Chairman  
Ambulance Service Board  
3010 College Dr.  
Rock Springs, WY 82901  
(307) 362-9390 office  
(307) 389-5671 cell  
(307) 382-8476 fax

## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<p>Date Requested:</p> <p>June 7, 2016</p>	<p>Name &amp; Title of Presenter:</p> <p>Krisena Marchal, Grants Manager Jim Wamsley, Fire Chief</p>
<p>Department or Organization:</p> <p>Grants Administration Rock Springs Fire Department</p>	<p>Contact Phone &amp; E-mail:</p> <p>marchalk@sweet.wy.us jim_wamsley@rswy.net</p>
<p>Exact Wording for Agenda:</p> <p>Approval of the Memorandum of Understanding and Cooperative Agreement for the FY 2015 Assistance to Firefighters Grant</p>	<p>Preference of Placement on Agenda &amp; 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 Memorandum of Understanding and Cooperative Agreement for the Fiscal Year 2015 Assistance to Firefighters Grant.</p>	

To: Sweetwater County Commissioners

From: Krisena Marchal

Subject: BOCC Meeting 6/7/16



Approval of the Memorandum of Understanding and Cooperative Agreement for the FY 2015 Assistance to Firefighters Grant

Executive Summary:

The City of Rock Springs is sponsoring a Regional Request Application for an Assistance to Firefighters Grant (AFG) to the Federal Emergency Management Agency (FEMA). The purpose of the project is to acquire Dispatch Determinant Software, run-cards and training so that the emergency dispatch center can implement and establish appropriate protocols for response.

The project is a joint effort with five partners who will pay the required cash match of 10% of the grant award. The grant application requires that participating partner agencies execute a Memorandum of Understanding (MOU). The grant application is still under review.

FY 2015 Assistance for Firefighters Grant Regional Request – Combined Communications Project (Sponsored by the City of Rock Springs)			
Grant Request			
	Assistance to Fire Fighters Grant	198,954	91%
Required Match (10% of Grant Request)			
1	City of Rock Springs	3,979	20% of Total Match
2	City of Green River	3,979	20% of Total Match
3	Sweetwater County	3,979	20% of Total Match
4	Sweetwater County Fire District #1	3,979	20% of Total Match
5	Combined Communications Joint Powers Board	3,979	20% of Total Match
		19,895	9%
<b>PROJECT TOTAL</b>		<b>\$218,849</b>	<b>100%</b>

Recommendations/Notes:

Staff notes that this grant application was submitted in January 2016. Sweetwater County also submitted an AFG grant application for a fire truck but it will not be competing for the same category of grant funding. The proposed MOU contains revisions that Sweetwater County requested.

Staff also notes that the cash match for this project would be available in the County’s FY 2017 Potential Grant Match account. Also, the Combined Communication’s match is included in their FY 2017 budget request to Sweetwater County.

<b>Requested Action:</b>	Motion to approve, and authorize the Chairman to sign, the Memorandum of Understanding and Cooperative Agreement for the Fiscal Year 2015 Assistance to Firefighters Grant
--------------------------	--

MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT  
AMONG THE CITY OF ROCK SPRINGS, WYOMING, THE CITY OF GREEN RIVER  
WYOMING, SWEETWATER COUNTY, WYOMING, SWEETWATER COUNTY FIRE  
DISTRICT #1 AND THE CITY OF ROCK SPRINGS, WYOMING, CITY OF GREEN RIVER,  
WYOMING, SWEETWATER COUNTY, WYOMING COMBINED COMMUNICATIONS  
JOINT POWERS BOARD

**WHEREAS**, the Federal Emergency Management Agency (FEMA) administers the Assistance to Firefighters Grant (AFG) to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical service organizations; and,

**WHEREAS**, the AFG provides opportunities for Regional Cooperative Grant Application submissions; and,

**WHEREAS**, the City of Rock Springs, Wyoming, the City of Green River, Wyoming, Sweetwater County, Wyoming, Sweetwater County Fire District #1 and the City of Rock Springs, Wyoming, City of Green River, Wyoming, Sweetwater County Wyoming Combined Communications Joint Powers Board, and have agreed to cooperate in a Regional Cooperative Grant Application submission for the FY 2015 Assistance to Firefighters Grant, for the purposes of acquiring Dispatch Determinant software and Quality Assurance software for the Sweetwater County Combined Communications Center. This software is designed to enhance the safety of responding personal and the public at large and provide for a Quality Assurance review and improvement process; and,

**WHEREAS**, the City of Rock Springs, Wyoming, has agreed to host the FY 2015 Assistance to Firefighters Grant Regional Cooperative Grant Application; and,

**WHEREAS**, the total cost for purchase and implementation for the Fire and EMS portion of the program software is \$218,849.00, and the total local match of \$19,895 is 10% of the grant request of \$198,954; and,

**WHEREAS**, each entity that is a party to this Agreement shall be responsible for an equal portion of the local match in the amount of \$3,979.00.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

1. That the parties shall jointly and cooperatively submit a Regional Cooperative Grant Application for the FY 2015 Assistance to Firefighters Grant and that the City of Rock Springs, Wyoming, shall host said Grant Application.
2. That, in the event the Aid to Firefighters Grant Regional Application is successful, the City of Rock Springs, Wyoming, the City of Green River, Wyoming, Sweetwater County, Wyoming, and the City of Rock Springs, Wyoming, City of Green River, Wyoming, and Sweetwater County Fire District #1 Sweetwater County, Wyoming, Combined Communications Joint Powers Board, shall each contribute their share of the

local grant match of \$3,979 within 60 days of being notified of an award for the AFG Regional Grant Application.

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

ATTEST: CITY OF ROCK SPRINGS, WYOMING

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Carl R. Demshar, Jr., Mayor

EIN#: \_\_\_\_\_

\_\_\_\_\_  
Date

ATTEST: CITY OF GREEN RIVER, WYOMING

\_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Pete Rust, Mayor

EIN#: \_\_\_\_\_

\_\_\_\_\_  
Date

ATTEST: SWEETWATER COUNTY BOARD OF COMMISSIONERS, WYOMING

\_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Wally Johnson, Board Chairman

EIN#: 83-6000126

\_\_\_\_\_  
Date

ATTEST: SWEETWATER COUNTY FIRE DISTRICT #1

\_\_\_\_\_  
Title:

By: \_\_\_\_\_  
Jeff Varley, Board Chairman

EIN#: \_\_\_\_\_

\_\_\_\_\_  
Date

ATTEST: ROCK SPRINGS, WYOMING, GREEN RIVER, WYOMING, SWEETWATER COUNTY, WYOMING COMBINED COMMUNICATIONS JOINT POWER BOARD

\_\_\_\_\_  
Title:

By: \_\_\_\_\_  
Jim Wamsley, Board Chairman

EIN#: \_\_\_\_\_

\_\_\_\_\_  
Date

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

<p>Date Requested:</p> <p>June 7, 2016</p>	<p>Name &amp; Title of Presenter:</p> <p>Krisena Marchal, Grants Manager Larry Lloyd, Executive Director</p>
<p>Department or Organization:</p> <p>Grants Administration Sweetwater Events Complex</p>	<p>Contact Phone &amp; E-mail:</p> <p>marchalk@sweet.wy.us llloyd@sweetwaterevents.com</p>
<p>Exact Wording for Agenda:</p> <p>Approval of the Wyoming Business Council's 2016 Business Ready Community Grant Agreement and Subgrantee Agreement with the Sweetwater County Fair Board</p>	<p>Preference of Placement on Agenda &amp; 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 Wyoming Business Council's 2016 Business Ready Community Grant Agreement and Subgrantee Agreement with the Sweetwater County Fair Board.</p>	

**To:** Sweetwater County Commissioners

**From:** Krisena Marchal

**Subject:** BOCC Meeting 6/7/16

**Approval of the Wyoming Business Council's 2016 Business Ready Community Grant Agreement and Subgrantee Agreement with the Sweetwater County Fair Board**

**Executive Summary:**

Sweetwater County was awarded a Business Ready Community Grant from to the Wyoming Business Council for Infrastructure Expansion at the Sweetwater Events Complex. The project requires a cash match in the amount of \$519,213 that was already approved in the Fiscal Year 2016 County Budget, and was included in the Fiscal Year 2017 Grant Projects Budget request (This is part of the carryover).

The proposed infrastructure consists of developing approximately 10 acres of land. Currently there is a significant imbalance between the full-service RV sites and permanent covered stalls. The new infrastructure would allow the Events Complex to bid on and host large-scale equestrian events which have the potential to attract approximately 8,000 to 12,000 individuals per event, and produce an economic impact of \$9 million to \$12 million each. Presently, the Events Complex is negotiating 19 large-scale events between now and 2035.

The public benefits of this project include:

- Increased revenues to local and statewide businesses
- Increased sales tax revenues for local and state governments
- Development of a market niche and diversification of the local economy
- Promotion of Sweetwater County and the state of Wyoming nationally and internationally
- Improved quality of life
- Accessibility to shelter for animals involved in emergency situations

<b><u>Business Ready Community Grant – Events Complex Project</u></b>			
	<b>Grant Award</b>	<b>Sweetwater County Cash Match</b>	<b>TOTAL GRANT PROJECT BUDGET</b>
<ul style="list-style-type: none"> <li>• <b>Infrastructure Expansion</b> 10 acres developed including restroom facilities, a sewer line, fencing, roadway, water hydrants, waste pit collection areas, 800 horse stalls, lighting and electrical for the horse stall area, earthwork, drainage, and hard surfacing.</li> </ul>	2,480,769	519,231	3,000,000
	<b>\$2,480,769 (83%)</b>	<b>\$519,231 (17%)</b>	<b>\$3,000,000 (100%)</b>

**Recommendation:**

Staff notes that some of the construction will be done "in-house" to be cost-effective which will be documented as an in-kind contribution. A subgrantee agreement with the Fair Board is necessary to ensure grant compliance. Staff recommends approval of the documents.

**Action Requested:** Motion to approve, and authorize the Chairman to sign, the Wyoming Business Council's 2016 Business Ready Community Grant Agreement and Subgrantee Agreement with the Sweetwater County Fair Board.

**BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM  
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND  
SWEETWATER COUNTY – EVENTS COMPLEX  
COMMUNITY READINESS PROJECT**

1. **Parties.** The parties to this Grant Agreement (Agreement) are the Wyoming Business Council (Council), whose address is 214 West 15<sup>th</sup> Street, Cheyenne, Wyoming 82002, and Sweetwater County (Grantee), whose address is 80 West Flaming Gorge Way, Suite 150, Green River, WY 82935.
2. **Purpose of Agreement.** The Council shall provide Business Ready Community Grant and Loan Program (BRC) Community Readiness funds to Grantee in the amount set forth in Section 4, and Grantee shall undertake and complete materials, projects and/or services (collectively, the Project) described in Attachment A which is attached hereto and incorporated herein by this reference. Performance by Grantee of the requirements of this Agreement and compliance with all BRC program rules and regulations is a condition of this Grant.
3. **Term of Agreement and Required Approvals.** This Agreement shall commence upon the date the last signature is affixed hereto. All construction services shall be completed by June 30, 2018, unless an extension is approved by Council. This Agreement shall terminate on June 30, 2021, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. This Agreement may be extended when, in the sole discretion of the Council, circumstances require an extension. Any extension shall be done by written amendment.
4. **Payment.** Council agrees to pay the Grantee for performance of the Project, as invoices are submitted for work done in connection with the Project, completed in accordance with the requirements of this Agreement and the BRC program. The total payment to Grantee under this Agreement shall not exceed two million four hundred eighty thousand seven hundred sixty-nine dollars (\$2,480,769) (Grant). Payment will be made following Grantee's delivery to Council of invoices detailing services performed in connection with the Project in a form acceptable to Council. Payment shall be made from Council's BRC budget pursuant to the schedule shown on Attachment A. No payment shall be made for any services performed in connection with the Project prior to the date upon which the last required signature is affixed to this Agreement.
5. **Responsibilities of Grantee.** The Grantee agrees to its responsibilities described in Attachment A.
6. **Responsibilities of Council.** The Council will, at its discretion, assist in providing Grantee access to information, including without limitation information concerning BRC program requirements, rules, statutes, and regulations, the Council will cooperate with Grantee whenever possible. Council shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.

7. **Special Provisions.**

**A. Budget.** The budget for the Project is described in the Project Grant Expenditure Schedule (Budget) in Attachment A.

- (i) Grantee agrees it will not exceed any of the line item totals listed in the Budget in Attachment A by more than twenty percent (20%) without prior approval from Council. Such changes will not result in any change in the total Project costs, or a change in the Grant amount.
- (ii) In the Budget, "Non Construction Costs" include: appraisal, architectural, engineering, and Project inspection fees; "Construction Costs" include: site work, materials, labor, utilities, and contingencies.
- (iii) This Agreement is incrementally funded as costs are incurred accordingly to the Budget in Attachment A.
- (iv) Grantee shall submit one (1) reimbursement request per monthly cycle or one (1) request every thirty (30) days. If more than one request is received during that monthly cycle, the Council may return each additional request to Grantee for submittal in the next appropriate monthly cycle.
- (v) The Council will release funds only after payment vouchers or invoices approved by the Grantee are submitted to the Council. After receipt of cash requests and billing documentation, the Council will pay the amounts of invoices at eighty-three percent (83%). Verification of all in-kind contributions must be submitted to the Council.
- (vi) If actual costs of the Project are more than the Budget indicated in Attachment A, Grantee agrees to pay the difference in the amount of funds awarded through the BRC Program and the actual costs of the completed Project. If there is additional funding for the Project, the Grantee must provide the Council with all necessary information regarding the funding.

**B. Default and Remedies.** In the event the Grantee or any subgrantee of the Grantee under this Agreement defaults or is deficient in the performance of any term of this Agreement or any requirements of the BRC program rules and regulations, then Council shall have the right to exercise all remedies provided by law or in equity, including without limitation:

- (i) Immediately terminating this Agreement without further liability or obligation of Council;
- (ii) Issuing a letter of warning advising Grantee of the deficiency and putting the Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;

- (iii) Recommending, or requesting Grantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
  - (iv) Advising Grantee to suspend disbursement of funds for the deficient activity;
  - (v) Advising Grantee to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;
  - (vi) Changing the method of payment to Grantee; and/or
  - (vii) Reducing, withdrawing, or adjusting the amount of the Grant.
- C. Extension of Construction.** Council may, at its discretion, by amendment to this Agreement, extend the construction services date if Grantee provides written justification for the extension and that the completion of construction services will not exceed six (6) months from the construction services date established herein. A construction services date extension of six (6) months or less will not change the termination date established herein.
- D. Monitor Activities.** The Council shall have the right to monitor all Project related activities of the Grantee. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe personnel in every phase of performance of the Project.
- E. No Finder's Fees.** No finder's fee, employment agency fee, broker fee or other such fee related to this Agreement shall be paid by either party.
- F. Non-Supplanting Certification.** Grantee hereby affirms that BRC Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.
- G. Operations and Maintenance.** Grantee will be required to provide an operations and maintenance plan for the Project commencing upon the completion of construction and for a minimum of five years thereafter.
- H. Performance Measures.** Grantee will be required to provide information as requested by the State of Wyoming, by and through the Council, about the construction of the restrooms, roadway, waterline, sewer line, drainage, fencing, horse stalls and installation of the hydrants. Performance will also be measured by the number of events scheduled and use days. Performance Measures are more particularly described in Attachment A.
- I. Procurement Requirements.** Grantee will be required to provide a letter from a qualified engineer certifying the construction completion of the Project and that all required construction standards were adhered to during the construction of this

Project. Upon completion of construction of this Project, Grantee will be required to provide the Council a letter from Grantee's attorney confirming:

- (i) Grantee has followed all procurement standards as per W.S. § 15-1-113 and W.S. § 16-6-101 et. seq.
  - (ii) Grantee has followed the Wyoming Preference Act (W.S. § 16-6-201 through 16-6-206);
  - (iii) Grantee has provided certified cost estimates from a qualified engineer.
- J. Publicity.** Any publicity given to the Project or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee, shall identify the Council as a funder.
- K. Reporting.** Within fifteen (15) calendar days at the conclusion of each calendar quarter during the Term of this Agreement, Grantee shall furnish Council with a progress report. Each progress report shall set forth, in narrative form, the Project work accomplished under the Agreement during the quarter or any other information requested by Council. At the end of the term of this Agreement, Grantee shall furnish Council with a comprehensive report of the Project accomplishments, a cumulative detailed financial report reflecting total grant expenditures, cash and in-kind match expenditures, and private funds leveraged pursuant to this Agreement. Grantee shall provide a letter from a qualified engineer certifying the completion of the Project and that all required construction standards were adhered to relative to the construction of this Project.
- L. Retention of Records.** Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Agreement or the BRC program rules and regulations for ten (10) years following Council's date of notice to Grantee of closeout of the Grant, provided all audit requirements have been fulfilled.

## 8. General Provisions

- A. Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, signed by all parties to this Agreement.
- B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and venue for any action shall be in the First Judicial District, Laramie County, Wyoming.

- C. Assignment.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of Council.
- D. Assumption of Risk.** The Grantee shall assume the risk of any loss of state funding, due to the Grantee's failure to comply with state requirements. The Council shall notify the Grantee of any state determination of noncompliance.
- E. Audit/Access to Records.** The Council and any of its representatives shall have access to any books, documents, papers, and records of the Grantee that are pertinent to this Agreement.
- F. Availability of Funds.** Each payment obligation of the Council is conditioned upon the availability of government funds that are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Grantee, the Agreement may be terminated by the Council at the end of the period for which the funds are available. The Council shall notify the Grantee at the earliest possible time of the services that will or may be affected by a shortage of funds. No penalty shall accrue to the Council in the event this provision is exercised, and the Council shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Council to terminate this Agreement to acquire similar services from another party.
- G. Award of Related Agreements.** The Council may undertake or award supplemental or successor agreements for work related to this Agreement. The Grantee shall cooperate fully with other grantees and the Council in all such cases.
- H. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.
- I. Entirety of Agreement.** This Agreement, consisting of nine (9) pages, and Attachment A, consisting of three (3) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- J. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. This Agreement may be renewed by agreement of both parties in writing, provided that there is no right or expectation of renewal or extension beyond the Term, and any renewal or extension will be determined at the discretion of Council and subject to any necessary Council approval. Any agreement to extend this Agreement shall include, but shall not be limited to: an unambiguous identification of the Agreement

being extended; the term of the extension; a statement that all terms and conditions of the original Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Agreement; and, if the duties of either party will be different during the extension than they were under the original Agreement, a detailed description of those duties.

- K. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- L. Independent Contractor.** Grantee shall function as an independent contractor for the purposes of this Agreement, and shall not be considered an employee of Council for any purpose. Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all federal, state and local taxes, which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Grantee or its agents and/or employees to act as an agent or representative for or on behalf of Council, or to incur any obligation of any kind on the behalf of Council. Grantee agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Council employees will inure to the benefit of Grantee or Grantee's agents and/or employees as a result of this Agreement.
- M. Kickbacks.** The Grantee certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Grantee breaches or violates this warranty, the Council may, at its discretion, terminate this Agreement without liability to the Council, or deduct from the Agreement or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- N. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. §27-9-105 et seq.), the Americans with Disabilities Act, (ADA), 42 U.S.C. §12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations related thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, origin, or disability in connection with the performance under this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred three (3) days following deposit in the U.S. mail or upon delivery in person.

- P. Ownership of Documents/Work Product/Materials.** All documents, records, field notes, data samples, specimens, and materials of any kind resulting from performance of this Agreement are at all times the property of the Council.
- Q. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been reduced to writing and approved as to form by the Office of the Attorney General.
- R. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- S. Sovereign Immunity.** The State of Wyoming and Council do not waive sovereign immunity and Grantee does not waive governmental immunity by entering into this Agreement, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- T. Taxes.** Grantee shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Agreement.
- U. Termination of Agreement.** The Council may terminate this Agreement immediately for cause if the Grantee fails to perform in accordance with the terms and conditions of this Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities.
- V. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

- W. Time is of the Essence.** Time is of the essence in the performance by Grantee all provisions of the Agreement.
- X. Titles Not Controlling.** Titles of sections are for reference only, and shall not be used to construe the language in this Agreement.
- Y. Unused/Misused Funds.** The Council shall be entitled to recover from the Grantee any full or partial payment made under this Agreement for: 1) any payments used for purposes not authorized, or performed outside this Agreement, 2) any payments for services the Grantee is unable to provide, 3) any payments for services the Grantee did not provide but was required to provide under the terms of this Agreement.
- Z. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

9. **Signatures.** By signing this Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Agreement.

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

**WYOMING BUSINESS COUNCIL**

\_\_\_\_\_  
Shawn Reese  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Molly Spangler, Director  
Investment Ready Communities

\_\_\_\_\_  
Date

**SWEETWATER COUNTY**

\_\_\_\_\_  
Wally J. Johnson, Chairman  
Sweetwater County Board of County Commissioners

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

*Susan G. O'Brien 151558*  
\_\_\_\_\_  
Susan G. O'Brien  
Senior Assistant Attorney General

*May 4, 2016*  
\_\_\_\_\_  
Date

**COUNTY ATTORNEY APPROVAL AS TO FORM**

*for James P. Pherrinoffe, Deputy County Atty*  
\_\_\_\_\_  
Daniel E. Erramouspe, County Attorney  
Sweetwater County

*6/1/16*  
\_\_\_\_\_  
Date

**ATTACHMENT A TO THE  
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM  
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND  
SWEETWATER COUNTY – EVENTS COMPLEX  
COMMUNITY READINESS PROJECT**

Sweetwater Co - Events Complex Infrastructure Expansion					
<b>Purpose</b>	Sweetwater County requests a \$2,480,769 Community Readiness grant to add infrastructure to the Sweetwater Events Complex (SEC) located northwest of downtown Rock Springs. The additional infrastructure will address current facility deficiencies and remove barriers to bidding and hosting more large-scale equestrian events.				
<b>Project Budget</b>	<b>Projected Grant Expenditure Schedule</b>				
	<b>Description</b>	<b>BRC</b>	<b>Match</b>		<b>Total</b>
			Cash	In-Kind	
	Non-Construction Costs	\$ 88,599	\$ 18,544	-	\$ 107,143
	Construction Costs	\$2,392,170	\$ 500,687	-	\$ 2,892,857
	<b>Total Project Cost</b>	<b>\$2,480,769</b>	<b>\$ 519,231</b>	<b>-</b>	<b>\$ 3,000,000</b>
<b>Project Infrastructure</b>	New Construction		800 horse stalls		
	Acres Developed		10 acres		
	Restroom Construction		10 units		Restrooms/showers - 1,150 sf
	Roadway		700 lf		
	Water		1,180 lf		
	Hydrants		2		
	Sewer		1,335 lf		+ 5 sewer manholes
	Drainage		780 lf		24" drainage
	Catch Basins		12		
	Valley Gutter		600 lf		4' concrete valley gutter
	Fencing		1,104 lf		

**Project Description**

Sweetwater County requests a \$2,480,769 Community Readiness grant to add infrastructure to the Sweetwater Events Complex (SEC) located northwest of downtown Rock Springs. Planned improvements include:

- 800 prefabricated covered horse stalls.
- Restroom facilities with showers.
- Roadway and fencing.
- Electrical, including lighting.
- Water hydrants.
- Waste pit collection areas.
- Earthwork and drainage.

The additional infrastructure will address current facility deficiencies and remove barriers to bidding and hosting more large-scale equestrian events. Sweetwater County will own the improvements. The SEC will be responsible for the operation and maintenance of the infrastructure improvements.

SEC is one of two facilities in the nation capable of providing over 1,200 full-service RV sites with adjoining space for horse trailers. The other facility is the Gillette CamPlex.

In 2012, Sweetwater County invested \$4 million in infrastructure improvements in order to be able to attract the National High School Finals Rodeo (NHSFR). The SEC hosted the National High School Finals Rodeo in 2012, 2013, 2014 and 2015. This one event produced an economic impact of \$7,534,345 annually, generated additional sales tax revenues paid to Sweetwater County and the state of Wyoming in the amount of \$397,508 per year and created 84,395 visitor days and 6,941 hotel room nights.

Even though there are ample RV sites, the number of permanent, covered horse stalls lags far behind (200 stalls). Those using the facilities indicate that the temporary stalls are not a viable alternative, as they are not all that sturdy and may cause injury to animals if they are moved (for example, if wind blows them over). The temporary stalls are an ongoing expense, as they must be rented, set up and taken down with each event. The NHSFR is being held at the Gillette CamPlex in 2016 and 2017. In order for the SEC to competitively bid on the NHSFR two-year contract for 2018-19, they must have the proper infrastructure in place.

**Project Goals and Benefits**

If the infrastructure deficiencies are corrected, the SEC will be able to competitively bid for the many large-scale equestrian events (200+) that will diversify Sweetwater County’s economy. Some follow-on development is also happening, as Murdoch’s opened a store in Rock Springs in connection with the NHSFR.

Additionally, the SEC is large enough to accommodate large trucks, recreational vehicles, etc. that may be forced to stop due to inclement weather and frequent closure of Interstate 80. This is particularly important when trucks transport livestock that must be unloaded and sheltered.

The project will provide increased lodging, general purpose, specific purpose and sales taxes.

**Timeline**

The applicant estimates the project will be complete by March 2017.

**Funding**

The total project cost is \$3,000,000, of which \$2,480,769 represents the Community Readiness grant. The grant is matched by \$519,231 cash from Sweetwater County.

Amy Allen, a certified civil engineer, provided cost estimates.

Sources	
BRC amount	\$2,480,769
Cash Match	\$ 519,231
<b>Total eligible project cost</b>	<b>\$3,000,000</b>
BRC % of total eligible project costs	83%
Local % of total eligible project costs	17%
Uses	
<b>Non-Construction Costs</b>	
Architectural and Engineering fees	\$ 107,143
<b>Construction Costs</b>	
Site work	\$ 832,808
<i>Building Components:</i>	
Electrical Systems	\$ 97,680
Mechanical, plumbing, HVAC systems	\$ 276,304
Landscaping	\$ 11,040
Foundation and/or Structural Framing system	\$ 105,140
Interior Finishes	\$ 2,800
Prefabricated horse stall units	\$1,352,800
Contingencies (3%)	\$ 214,285
<b>Total Uses</b>	<b>\$3,000,000</b>

**WBC Deliberation**

Issues discussed included the potential for job creation, the potential events to be booked at the facility and the timeframe for construction. The board heard from Sweetwater County Grant Administrator Krisena Marchal and Sweetwater County Commissioner John Kolb: Larry Lloyd, SEC Executive Director: Kandi Pendleton, SEC Marketing and Events Manager and Drew Dunn, SEC Maintenance Coordinator.

The applicant was asked if they could still do the project with a reduced award of \$2,000,000; the applicant indicated they could not because the project was already pared down by 17% and all available resources were committed at the time.

**WBC Recommendation**

WBC recommends funding as a community readiness grant in the amount of \$2,000,000. Performance measures include the construction of the restrooms, roadway, waterline, sewer line, drainage, fencing, horse stalls and installation of the hydrants. Performance will also be measured by the number of events scheduled and use days.

**State Loan and Investment Board Action:** BOARD UNANIMOUSLY APPROVED FULL FUNDING AS REQUESTED FOR THE AMOUNT OF \$2,480,769, APRIL 7, 2016.

**BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM  
SUBGRANTEE AGREEMENT BETWEEN SWEETWATER COUNTY AND THE  
SWEETWATER COUNTY FAIR BOARD FOR THE  
COMMUNITY READINESS PROJECT**

1. **Parties.** The parties to this Subgrantee Agreement (Agreement) are Sweetwater County (County), whose address is 80 West Flaming Gorge Way, Suite 150, Green River, WY 82935 and Sweetwater County Fair Board (Subgrantee), whose address is 3320 Yellowstone Road, Rock Springs, WY 82901.
2. **Purpose of Agreement.** The County shall provide Business Ready Community Grant and Loan Program (BRC) Community Readiness funds and County Match funds to Subgrantee in the amount set forth in Section 4, and Subgrantee shall undertake and complete materials, projects and/or services (collectively, the Project) described in Attachment A which is attached hereto and incorporated herein by this reference. Performance by Subgrantee of the requirements of this Agreement and compliance with all BRC program rules and regulations is a condition of this Grant.
3. **Term of Agreement and Required Approvals.** This Subgrantee Agreement shall commence after the BRC grant agreement between Sweetwater and the Wyoming Business Council is executed. All construction services shall be completed by June 30, 2018, unless an extension is approved by the County and the Wyoming Business Council. This Subgrantee Agreement shall terminate on June 30, 2021, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. This Subgrantee Agreement may be extended when, in the sole discretion of the County and the Wyoming Business Council, circumstances require an extension. Any extension shall be done by written amendment.
4. **Payment.** County agrees to pay the Subgrantee for performance of the Project, as invoices are submitted for work done in connection with the Project, completed in accordance with the requirements of this Subgrantee Agreement and the BRC program. The total payment to Subgrantee under this Agreement shall not exceed three million dollars (\$3,000,000) of which five hundred nineteen thousand two hundred thirty-one dollars (\$519,231) is County Match (Match) and two million four hundred eighty thousand seven hundred sixty-nine dollars (\$2,480,769) is Grant Award (Grant). Payment will be made following Subgrantee's delivery to County of invoices detailing services performed in connection with the Project in a form acceptable to County. Payment shall be made from County's BRC budget pursuant to the schedule shown on Attachment A. No payment shall be made for any services performed in connection with the Project prior to the date upon which the last required signature is affixed to this Agreement.
5. **Responsibilities of Subgrantee.** The Subgrantee agrees to its responsibilities described in Attachment A.
6. **Responsibilities of County.** The County will, at its discretion, assist in providing

Subgrantee access to information, including without limitation information concerning BRC program requirements, rules, statutes, and regulations, the County will cooperate with Subgrantee whenever possible. County shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.

**7. Special Provisions.**

**A. Budget.** The budget for the Project is described in the Project Grant Expenditure Schedule (Budget) in Attachment A.

- (i) Subgrantee agrees it will not exceed any of the line item totals listed in the Budget in Attachment A by more than twenty percent (20%) without prior approval from County. Such changes will not result in any change in the total Project costs, or a change in the Grant amount.
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- (iii) This Subgrantee Agreement is incrementally funded as costs are incurred accordingly to the Budget in Attachment A.
- (iv) Subgrantee shall submit one (1) reimbursement request per monthly cycle or one (1) request every thirty (30) days. If more than one request is received during that monthly cycle, the County may return each additional request to Subgrantee for submittal in the next appropriate monthly cycle.
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- (vi) If actual costs of the Project are more than the Budget indicated in Attachment A, Subgrantee agrees to pay the difference in the amount of funds awarded through this Subgrantee Agreement and the actual costs of the completed Project. If there is additional funding for the Project, the Subgrantee must provide the County with all necessary information regarding the funding.

**B. Default and Remedies.** In the event the Subgrantee or any contractors of the Subgrantee under this Subgrantee Agreement defaults or is deficient in the performance of any term of this Subgrantee Agreement or any requirements of the BRC program rules and regulations, then County shall have the right to exercise all remedies provided by law or in equity, including without limitation:

- (i) Immediately terminating this Subgrantee Agreement without further liability or obligation of County;
  - (ii) Issuing a letter of warning advising Subgrantee of the deficiency and putting the Subgrantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;
  - (iii) Recommending, or requesting Subgrantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
  - (iv) Advising Subgrantee to suspend disbursement of funds for the deficient activity;
  - (v) Advising Subgrantee to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;
  - (vi) Changing the method of payment to Subgrantee; and/or
  - (vii) Reducing, withdrawing, or adjusting the amount of the Grant and Match.
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- D. Monitor Activities.** The County shall have the right to monitor all Project related activities of the Subgrantee. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe personnel in every phase of performance of the Project.
- E. No Finder's Fees.** No finder's fee, employment agency fee, broker fee or other such fee related to this Agreement shall be paid by either party.
- F. Non-Supplanting Certification.** Subgrantee hereby affirms that BRC Grant funds and County Match will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.
- G. Operations and Maintenance.** Subgrantee will be required to provide an operations and maintenance plan for the Project commencing upon the completion of construction and for a minimum of five years thereafter.
- H. Performance Measures.** Subgrantee will be required to provide information

as requested by the Wyoming Business Council and State of Wyoming, by and through the County, about the construction of the restrooms, roadway, waterline, sewer line, drainage, fencing, horse stalls and installation of the hydrants. Performance will also be measured by the number of events scheduled and use days. Performance Measures are more particularly described in Attachment A.

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- (i) Subgrantee has followed all procurement standards as per W.S. § 15-1-113 and W.S. § 16-6-101 et. seq.
  - (ii) Subgrantee has followed the Wyoming Preference Act (W.S. § 16-6-201 through 16-6-206);
  - (iii) Subgrantee has provided certified cost estimates from a qualified engineer.
- J. Publicity.** Any publicity given to the Project or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Subgrantee, shall identify the Wyoming Business Council and the County as funders.
- K. Reporting.** Within fifteen (15) calendar days at the conclusion of each calendar quarter during the Term of this Subgrantee Agreement, Subgrantee shall furnish County with a progress report. Each progress report shall set forth, in narrative form, the Project work accomplished under the Subgrantee Agreement during the quarter or any other information requested by County. At the end of the term of this Subgrantee Agreement, Subgrantee shall furnish County with a comprehensive report of the Project accomplishments, a cumulative detailed financial report reflecting total grant expenditures, cash and in-kind match expenditures, and private funds leveraged pursuant to this Agreement. Subgrantee shall provide a letter from a qualified engineer certifying the completion of the Project and that all required construction standards were adhered to relative to the construction of this Project.
- L. Retention of Records.** Subgrantee agrees to retain all records related to the Project which are required to be retained pursuant to this Subgrantee Agreement or the BRC program rules and regulations for ten (10) years following County's date of notice to Subgrantee of closeout of the Grant, provided all audit requirements have been fulfilled.

8. General Provisions

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Subgrantee Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, signed by all parties to this Subgrantee Agreement.
- B. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Subgrantee Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and venue for any action shall be in the Third Judicial District, Sweetwater County, Wyoming.
- C. **Assignment.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Subgrantee Agreement without the prior written consent of the other party. Subgrantee shall not use this Subgrantee Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of County.
- D. **Assumption of Risk.** The Subgrantee shall assume the risk of any loss of state funding, due to the Subgrantee's failure to comply with state requirements. The County shall notify the Subgrantee of any state determination of noncompliance.
- E. **Audit/Access to Records.** The County and any of its representatives shall have access to any books, documents, papers, and records of the Subgrantee that are pertinent to this Subgrantee Agreement.
- F. **Availability of Funds.** Each payment obligation of the County is conditioned upon the availability of government funds that are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Subgrantee, the Subgrantee Agreement may be terminated by the County at the end of the period for which the funds are available. The County shall notify the Subgrantee at the earliest possible time of the services that will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the County to terminate this Subgrantee Agreement to acquire similar services from another party.
- G. **Award of Related Subgrantee Agreements.** The County may undertake or award supplemental or successor subgrantee agreements for work related to this Subgrantee Agreement. The Subgrantee shall cooperate fully with other Subgrantees and the County in all such cases.
- H. **Compliance with Laws.** The Subgrantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance

Subgrantee Agreement Between Sweetwater County and the Sweetwater County Fair Board

Community Readiness Project

of this Subgrantee Agreement.

- I. **Entirety of Subgrantee Agreement.** This Subgrantee Agreement, consisting of nine (9) pages, and Attachment A, consisting of three (3) pages, represent the entire and integrated Subgrantee Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- J. **Extensions.** Nothing in this Subgrantee Agreement shall be interpreted or deemed to create an expectation that this Subgrantee Agreement will be extended beyond the term described herein. This Subgrantee Agreement may be renewed by agreement of both parties in writing, provided that there is no right or expectation of renewal or extension beyond the Term, and any renewal or extension will be determined at the discretion of County and subject to any necessary County approval. Any agreement to extend this Subgrantee Agreement shall include, but shall not be limited to: an unambiguous identification of the Subgrantee Agreement being extended; the term of the extension; a statement that all terms and conditions of the original Subgrantee Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Subgrantee Agreement; and, if the duties of either party will be different during the extension than they were under the original Subgrantee Agreement, a detailed description of those duties.
- K. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- L. **Independent Contractor.** Subgrantee shall function as an independent contractor for the purposes of this Subgrantee Agreement, and shall not be considered an employee of the State of Wyoming for any purpose. Subgrantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Subgrantee in fulfilling the terms of this Subgrantee Agreement, and shall be solely responsible for the payment of all federal, state and local taxes, which may accrue because of this Subgrantee Agreement. Nothing in this Subgrantee Agreement shall be interpreted as authorizing Subgrantee or its agents and/or employees to act as an agent or representative for or on behalf of County and the State of Wyoming, or to incur any obligation of any kind on the behalf of County and the State of Wyoming. Subgrantee agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to County and State of Wyoming employees will inure to the benefit of Subgrantee or Subgrantee's agents and/or employees as a result of this Subgrantee Agreement.
- M. **Kickbacks.** The Subgrantee certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Subgrantee Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Subgrantee Agreement. If the Subgrantee breaches or violates this warranty, the County may, at its discretion, terminate this Subgrantee

Agreement without liability to the County, or deduct from the Subgrantee Agreement or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- N. Nondiscrimination.** The Subgrantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. §27-9-105 et seq.), the Americans with Disabilities Act, (ADA), 42 U.S.C. §12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations related thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, origin, or disability in connection with the performance under this Subgrantee Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Subgrantee Agreement shall be in writing and given to the parties at the address provided under this Subgrantee Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred three (3) days following deposit in the U.S. mail or upon delivery in person.
- P. Ownership of Documents/Work Product/Materials.** All documents, records, field notes, data samples, specimens, and materials of any kind resulting from performance of this Subgrantee Agreement are at all times the property of the County.
- Q. Prior Approval.** This Subgrantee Agreement shall not be binding upon either party, no services shall be performed under the terms of this Subgrantee Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Subgrantee Agreement, until this Subgrantee Agreement has been reduced to writing and approved as to form by the Sweetwater County Attorney.
- R. Severability.** Should any portion of this Subgrantee Agreement be judicially determined to be illegal or unenforceable, the remainder of this Subgrantee Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- S. Sovereign Immunity.** The State of Wyoming and Wyoming Business Council do not waive sovereign immunity and County and Subgrantee do not waive governmental immunity by entering into this Agreement, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Subgrantee Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- T. Taxes.** Subgrantee shall pay all taxes and other such amounts required by federal,

state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Subgrantee Agreement.

- U. Termination of Subgrantee Agreement.** The County may terminate this Subgrantee Agreement immediately for cause if the Subgrantee fails to perform in accordance with the terms and conditions of this Subgrantee Agreement. Should the Subgrantee fail to perform in a manner consistent with the terms and conditions set forth in this Subgrantee Agreement, payment under this Subgrantee Agreement may be withheld until such time as the Subgrantee performs its duties and responsibilities.
- V. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Subgrantee Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Subgrantee Agreement shall operate only between the parties to this Subgrantee Agreement, and shall inure solely to the benefit of the parties to this Subgrantee Agreement. The provisions of this Subgrantee Agreement are intended only to assist the parties in determining and performing their obligations under this Subgrantee Agreement.
- W. Time is of the Essence.** Time is of the essence in the performance by Subgrantee all provisions of the Subgrantee Agreement.
- X. Titles Not Controlling.** Titles of sections are for reference only, and shall not be used to construe the language in this Subgrantee Agreement.
- Y. Unused/Misused Funds.** The County shall be entitled to recover from the Subgrantee any full or partial payment made under this Subgrantee Agreement for: 1) any payments used for purposes not authorized, or performed outside this Subgrantee Agreement, 2) any payments for services the Subgrantee is unable to provide, 3) any payments for services the Subgrantee did not provide but was required to provide under the terms of this Subgrantee Agreement.
- Z. Waiver.** The waiver of any breach of any term or condition in this Subgrantee Agreement shall not be deemed a waiver of any prior or subsequent breach.

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9. **Signatures.** By signing this Subgrantee Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Subgrantee Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Subgrantee Agreement.

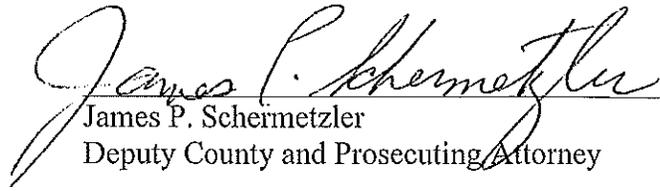
The effective date of this Subgrantee Agreement shall commence after the BRC Grant Agreement between Sweetwater County and the Wyoming Business Council is executed.

**SWEETWATER COUNTY**

\_\_\_\_\_  
Wally J. Johnson, Chairman  
Sweetwater County Board of County Commissioners

\_\_\_\_\_  
Date

**SWEETWATER COUNTY ATTORNEY APPROVAL AS TO FORM**

  
\_\_\_\_\_  
James P. Schermetzler  
Deputy County and Prosecuting Attorney

\_\_\_\_\_  
Date 6/1/16

**SWEETWATER COUNTY FAIR BOARD**

\_\_\_\_\_  
Kent McCann  
Chairman

\_\_\_\_\_  
Date

**SWEETWATER EVENTS COMPLEX ATTORNEY APPROVAL AS TO FORM**

\_\_\_\_\_  
Gaylen West

\_\_\_\_\_  
Date

**ATTACHMENT A TO THE  
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM  
SUBGRANTEE AGREEMENT BETWEEN SWEETWATER COUNTY AND THE  
SWEETWATER COUNTY FAIR BOARD**

<b>Sweetwater Co - Events Complex Infrastructure Expansion</b>					
<b>Purpose</b>	Sweetwater County requests a \$2,480,769 Community Readiness grant to add infrastructure to the Sweetwater Events Complex (SEC) located northwest of downtown Rock Springs. The additional infrastructure will address current facility deficiencies and remove barriers to bidding and hosting more large-scale equestrian events.				
<b>Project/Budget</b>	<b>Projected Grant Expenditure Schedule</b>				
	<b>Description</b>	<b>BRC</b>	<b>Match</b>		<b>Total</b>
			Cash	In-Kind	
	Non-Construction Costs	\$ 88,599	\$ 18,544	-	\$ 107,143
	Construction Costs	\$2,392,170	\$ 500,687	-	\$ 2,892,857
	<b>Total Project Cost</b>	<b>\$2,480,769</b>	<b>\$ 519,231</b>	<b>-</b>	<b>\$ 3,000,000</b>
<b>Project Infrastructure</b>	New Construction		800 horse stalls		
	Acres Developed		10 acres		
	Restroom Construction		10 units		Restrooms/showers - 1,150 sf
	Roadway		700 lf		
	Water		1,180 lf		
	Hydrants		2		
	Sewer		1,335 lf		+ 5 sewer manholes
	Drainage		780 lf		24" drainage
	Catch Basins		12		
	Valley Gutter		600 lf		4' concrete valley gutter
	Fencing		1,104 lf		

**Project Description**

Sweetwater County requests a \$2,480,769 Community Readiness grant to add infrastructure to the Sweetwater Events Complex (SEC) located northwest of downtown Rock Springs. Planned improvements include:

- 800 prefabricated covered horse stalls.
- Restroom facilities with showers.
- Roadway and fencing.
- Electrical, including lighting.
- Water hydrants.
- Waste pit collection areas.
- Earthwork and drainage.

The additional infrastructure will address current facility deficiencies and remove barriers to bidding and hosting more large-scale equestrian events. Sweetwater County will own the improvements. The SEC will be responsible for the operation and maintenance of the infrastructure improvements.

SEC is one of two facilities in the nation capable of providing over 1,200 full-service RV sites with adjoining space for horse trailers. The other facility is the Gillette CamPlex.

In 2012, Sweetwater County invested \$4 million in infrastructure improvements in order to be able to attract the National High School Finals Rodeo (NHSFR). The SEC hosted the National High School Finals Rodeo in 2012, 2013, 2014 and 2015. This one event produced an economic impact of \$7,534,345 annually, generated additional sales tax revenues paid to Sweetwater County and the state of Wyoming in the amount of \$397,508 per year and created 84,395 visitor days and 6,941 hotel roomnights.

Even though there are ample RV sites, the number of permanent, covered horse stalls lags far behind (200 stalls). Those using the facilities indicate that the temporary stalls are not a viable alternative, as they are not all that sturdy and may cause injury to animals if they are moved (for example, if wind blows them over). The temporary stalls are an ongoing expense, as they must be rented, set up and taken down with each event. The NHSFR is being held at the Gillette CamPlex in 2016 and 2017. In order for the SEC to competitively bid on the NHSFR two-year contract for 2018-19, they must have the proper infrastructure in place.

**Project Goals and Benefits**

If the infrastructure deficiencies are corrected, the SEC will be able to competitively bid for the many large-scale equestrian events (200+) that will diversify Sweetwater County’s economy. Some follow-on development is also happening, as Murdoch’s opened a store in Rock Springs in connection with the NHSFR.

Additionally, the SEC is large enough to accommodate large trucks, recreational vehicles, etc. that may be forced to stop due to inclement weather and frequent closure of Interstate 80. This is particularly important when trucks transport livestock that must be unloaded and sheltered.

The project will provide increased lodging, general purpose, specific purpose and sales taxes.

**Timeline**

The applicant estimates the project will be complete by March 2017.

**Funding**

The total project cost is \$3,000,000, of which \$2,480,769 represents the Community Readiness grant. The grant is matched by \$519,231 cash from Sweetwater County.

Amy Allen, a certified civil engineer, provided cost estimates.

Sources	
BRC amount	\$2,480,769
Cash Match	\$ 519,231
<b>Total eligible project cost</b>	<b>\$3,000,000</b>
BRC % of total eligible project costs	83%
Local % of total eligible project costs	17%
Uses	
<b>Non-Construction Costs</b>	
Architectural and Engineering fees	\$ 107,143
<b>Construction Costs</b>	
Site work	\$ 832,808
<i>Building Components:</i>	
Electrical Systems	\$ 97,680
Mechanical, plumbing, HVAC systems	\$ 276,304
Landscaping	\$ 11,040
Foundation and/or Structural Framing system	\$ 105,140
Interior Finishes	\$ 2,800
Prefabricated horse stall units	\$ 1,352,800
Contingencies (8%)	\$ 214,285
<b>Total Uses</b>	<b>\$3,000,000</b>

**WBC Deliberation**

Issues discussed included the potential for job creation, the potential events to be booked at the facility and the timeframe for construction. The board heard from Sweetwater County Grant Administrator Krisena Marchal and Sweetwater County Commissioner John Kolb: Larry Lloyd, SEC Executive Director: Kandi Pendleton, SEC Marketing and Events Manager and Drew Dunn, SEC Maintenance Coordinator.

The applicant was asked if they could still do the project with a reduced award of \$2,000,000; the applicant indicated they could not because the project was already pared down by 17% and all available resources were committed at the time.

**WBC Recommendation**

WBC recommends funding as a community readiness grant in the amount of \$2,000,000. Performance measures include the construction of the restrooms, roadway, waterline, sewer line, drainage, fencing, horse stalls and installation of the hydrants. Performance will also be measured by the number of events scheduled and use days.

**State Loan and Investment Board Action: BOARD UNANIMOUSLY APPROVED FULL FUNDING AS REQUESTED FOR THE AMOUNT OF \$2,480,769, APRIL 7, 2016.**

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

<p>Date Requested:</p> <p>June 7, 2016</p>	<p>Name &amp; Title of Presenter:</p> <p>Krisena Marchal, Grants Manager Karin Kelly, Director</p>
<p>Department or Organization:</p> <p>Grants Administration Juvenile Probation</p>	<p>Contact Phone &amp; E-mail:</p> <p>marchalk@sweet.wy.us kellyk@sweet.wy.us</p>
<p>Exact Wording for Agenda:</p> <p>Approval of Amendment One to the Contract between State of Wyoming, Department of Family Services, and Sweetwater County Board of County Commissioners for the BFY 2016 Juvenile Services Block Grant</p>	<p>Preference of Placement on Agenda &amp; 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, Amendment One to the Contract between State of Wyoming, Department of Family Services, and Sweetwater County Board of County Commissioners for the BFY 2016 Community Juvenile Services Board Grant.</p>	

**To:** Sweetwater County Commissioners  
**From:** Krisena Marchal, Grants Administration  
**Subject:** BOCC Meeting 6/7/16

**Approval of Amendment One to the Contract between State of Wyoming, Department of Family Services, and Sweetwater County Board of County Commissioners for the BFY 2016 Juvenile Services Block Grant**

**Executive Summary:**

Sweetwater County was awarded additional BFY 2016 Juvenile Services Block Grant funding in the amount of \$5,000 that must be expended by June 30, 2016.

The funding will be used for the purchase of Rite Track Software that was previously approved by the Sweetwater County Board of County Commissioners on May 3, 2016 for the Department of Juvenile Probation. The additional funding will enable the purchase to be completed with current fiscal year funding instead of encumbering next year's grant award.

<b>RITE TRACK SOFTWARE PROJECT</b>	
<b>EXPENSES</b>	
<b>1. License Fee (4 concurrent users at Juvenile Probation)</b>	<i>41,025.00</i>
<b>2. Consulting/Training/Implementation Estimate</b>	<i>18,950.00</i>
<b>3. Maintenance Fees @ 12 months</b>	<i>9,600.00</i>
<b>TOTAL EXPENSES</b>	<b>69,575.00</b>
<b>ESTIMATED REVENUES</b>	
<b>1. BFY 2016 JDAI Grant (Expires 6/30/16)</b>	<i>53,916.78</i>
<b>2. BFY 2016 JSBG Grant (Expires 6/30/16)</b>	<i>15,658.22</i>
<b>3. BFY 2018 JSBG Grant (Pending)</b>	<i>0</i>
<b>TOTAL REVENUE</b>	<b>69,575.00</b>

**Recommendation:**

Staff recommends approval of the document.

<b>Action Requested:</b>	<p><b>Motion to approve , and authorize the Chairman to sign, Amendment One to the Contract between State of Wyoming, Department of Family Services, and Sweetwater County Board of County Commissioners for the BFY 2016 Community Juvenile Services Board Grant.</b></p>
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**AMENDMENT ONE TO THE CONTRACT BETWEEN  
STATE OF WYOMING, DEPARTMENT OF FAMILY SERVICES  
AND  
SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, Department of Family Services (Agency), whose address is 2300 Capitol Avenue, Third Floor, Cheyenne, Wyoming 82002-0490 and Sweetwater County Board of County Commissioners (Contractor), whose address is 80 West Flaming Gorge Way, Green River, Wyoming 82935.
2. **Purposes of Amendment.** This Amendment shall constitute the first Amendment to the Contract between the Agency and the Contractor which was duly executed on July 15, 2014 and which became effective on the same date. The purpose of this Amendment is to increase the amount of the Original Contract by Five Thousand Dollars (\$5,000.00) from One Hundred Twenty-Three Thousand Eight Hundred Seventy-Seven Dollars (\$123,877.00) to One Hundred Twenty-Eight Thousand Eight Hundred Seventy-Seven Dollars (\$128,877.00).

The Original Contract, dated July 15, 2014, required the Contractor to provide for a system of:

- A. Intake and Assessment: Central intake and assessment of juveniles with an initial point of contact established within the community;
  - B. Detention Standard: The development or adoption of criteria for juvenile diversion, short-term detention and longer-term shelter care services, including standards for assessments, admissions, twenty-four (24) hour intakes, predispositional detentions and shelter care standards;
  - C. Continuum: The development of a continuum of nonsecure services and;
  - D. Funding: The identification of other funding sources for local juvenile services; for a total Contract amount of One Hundred Twenty-Three Thousand Eight Hundred Seventy-Seven Dollars (\$123,877.00) with an expiration date of June 30, 2016.
3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through the term of the Contract, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule or regulation.

4. **Amendments.**

- A. The second sentence of Section 4 of the original Contract is hereby amended to read as follows:

*JPS*  
6/11/16

“The total payment under this Contract shall not exceed One Hundred Twenty-Eight Thousand Eight Hundred Seventy-Seven Dollars (\$128,877.00).”

5. **Responsibilities of the Contractor.**

Responsibilities of the Contractor have not changed.

6. **Responsibilities of the Agency.**

Responsibilities of the Agency have not changed.

7. **Special Provisions.**

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

8. **General Provisions.**

A. **Entirety of Contract.** The original Contract, consisting of nine (9) pages, Attachment A, consisting of three (3) pages, and this Amendment, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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PS  
6/1/16

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

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

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

**AGENCY:**  
**STATE OF WYOMING, DEPARTMENT OF FAMILY SERVICES**

\_\_\_\_\_  
Steve Corsi, Director

\_\_\_\_\_  
Date

**CONTRACTOR:**  
**SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Wally J. Johnson, Chair

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

*Marion Yoder* <sup>4/5/2015</sup>  
\_\_\_\_\_  
Marion Yoder, Senior Assistant Attorney General

*May 25, 2016*  
\_\_\_\_\_  
Date

*JPS*  
*6/1/16*

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

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

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

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

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

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

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

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

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

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

7. **Special Provisions.**

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

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

- B. **Monitor Activities.** DFS shall have the right to monitor all Contract related activities of the Contractor and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor personnel in every phase of performance of Contract related work.
- C. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- D. **Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance under this Contract.

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

8. **General Provisions.**

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

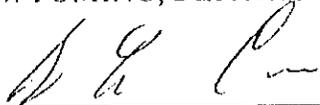
9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

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

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

**AGENCY:**

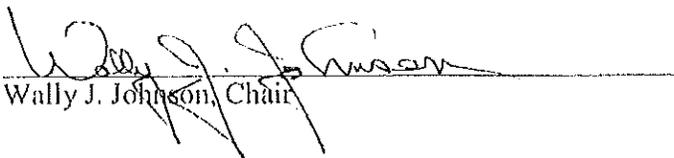
**STATE OF WYOMING, DEPARTMENT OF FAMILY SERVICES**

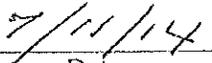
  
\_\_\_\_\_  
Steve Corsi, Director

  
\_\_\_\_\_  
Date

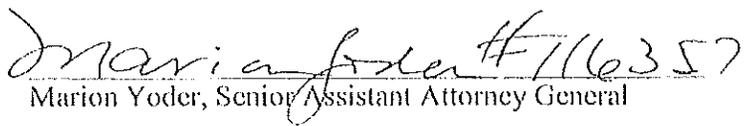
**CONTRACTOR:**

**SWEETWATER COUNTY BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
Wally J. Johnson, Chair

  
\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Marion Yoder, Senior Assistant Attorney General

  
\_\_\_\_\_  
Date

Attachment A

**Wyoming Community Juvenile Services Boards**

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

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

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

## Attachment A

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

Attachment A

**In-Kind Match**

Community Juvenile Services Boards funding awards will be met with a fifteen percent (15%) in kind match from non-state funds. The match may include donations of expendable equipment, office supplies, workshop or education and training materials, workspace, or the monetary value of time contributed by professional and technical personnel and other skilled and unskilled labor, if the services provided are an integral and necessary part of the CJSB. The value placed on loaned or donated equipment may not exceed its fair market/rental value. The value placed on donated services must be consistent with the rate of compensation paid for similar work in the organization or the labor market. Fringe benefits may be included in the valuation. Volunteer services must be documented and, to the extent feasible, supported by the same valuation methods used by the recipient organization for its own employees. The value of donated space may not exceed the fair rental value of comparable space, as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality. The value for donated fungible goods shall be reasonable and not exceed the fair market value at the time of the donation. The basis for determining the value of personal services, materials, equipment, and space must be documented.

		<b>Total eligible amount requested:</b>	<b>\$123,877.00</b>
		<b>Amount required for in-kind match:</b>	<b>\$18,581.55</b>
<b>Source of Match</b>	<b>Description</b>	<b>Value</b>	
Sweetwater County	Managerial oversight of the Youth Case Manager working for the Pre-Court Diversion & Electronic Monitoring Programs, and the Truancy Agent working for the Truancy Program; phones, desks, computer equipment, photocopier, office space, accounting, depreciation and/or use allowances on buildings and equipment, costs for operating the facility, etc. (Based on 4.8% of the FY 2014 Juvenile Probation department budget)	\$18,581.55	
		<b>Total Value of in-kind match:</b>	<b>\$18,581.55</b>

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: <b>6/7/2015</b>	Presenters Name: <b>Karin Kelly / Garry McLean</b>
Department or Organization: <b>Juvenile Probation / Human Resources</b>	Contact Phone and E-mail: <b>307-872-3910</b>
Exact Wording for Agenda: <b>Employment Contract approval</b>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <b>5 minutes</b>
Will there be Handouts? (If yes, include with meeting request form) <b>yes</b>	Will handouts require SIGNATURES: <b>yes</b>
Additional Information:	
MEMO NOT RECEIVED PRIOR TO DISTRIBUTION OF PACKET	

### INSTRUCTIONS:

- 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](mailto:shoemakers@sweet.wy.us)
- All handouts must accompany the meeting request form by Wednesday at 12:00 p.m. prior to the scheduled meeting date. ***\*\*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](http://www.sweet.wy.us/commissioner)) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

## Sally Shoemaker

---

**From:** Brenda Rael - Sweetwater County Human Resources Department  
**Sent:** Wednesday, June 01, 2016 11:37 AM  
**To:** Sally Shoemaker  
**Subject:** Karin Kelly request for meeting  
**Attachments:** 2016.06.07 Juvenile Probation request for meeting.pdf; Diehl Rouse FY 2016-2017 Service Contract.pdf

Sally,

Please find attached Karin Kelly's request for meeting to seek approval for Kimmie Diehl Rouse's employment contract. I will send a cover memo shortly.

Thanks!

Brenda

**Brenda Rael**  
**Sweetwater County**  
**Human Resources Specialist**  
**Office: 307-872-3912**  
**Fax: 307-872-3996**  
**e-mail: [raelb@sweet.wy.us](mailto:raelb@sweet.wy.us)**

**Employment Contract  
Between  
Sweetwater County, Wyoming  
And  
Kimmie Diehl Rouse**

**1. Parties.**

A. This Contract is made and entered into by and between Sweetwater County, Wyoming, by and through the Sweetwater County Commission, whose address is 80 West Flaming Gorge Way, Green River, WY 82935 (hereinafter COUNTY), and Kimmie Diehl Rouse, whose address is 1321 Palisades Way, Rock Springs, WY 82901 (hereinafter EMPLOYEE). For and in consideration of the mutual promises and covenants set forth below, The COUNTY and The EMPLOYEE agree to the following:

**2. Purpose of Contract.**

A. The purpose of this Contract is to obtain the services of EMPLOYEE as described in paragraph 5 of this contract. The EMPLOYEE was previously employed as a grant employee under the Highway Safety Grant Agreement. The grant expired on September 30, 2013, and the COUNTY wishes to continue to retain the services of EMPLOYEE as a DSP Caseworker for the DUI Program.

**3. Term of Contract.**

A. Performance under the terms and conditions of this Contract shall commence on July 1, 2015 and this contract shall cease at the end of the day on June 30, 2016, unless this Contract is otherwise terminated pursuant to Paragraph 6.L. of this Contract.

**4. Compensation and Benefits.**

A. In consideration of the services provided by EMPLOYEE as set forth herein, the COUNTY shall pay EMPLOYEE an hourly rate of \$23.3831 per hour for performance in accordance with the terms of this contract, excluding any reimbursable benefits. Payment shall be made no later than the 7<sup>th</sup> day of each month.

B. EMPLOYEE's compensation amount described in paragraph 4A. of this contract, may be increased in accordance with any cost of living increase adjustment or bonus that may be approved by the Board of County Commissioners, during the term of this contract.

C. EMPLOYEE shall be eligible for those benefits which were previously provided for under the Highway Safety Grant Agreement, which includes Health Insurance benefit, limited to single coverage, and Retirement benefits in accordance with County Policy. Employee shall not be eligible for sick leave, vacation, paid holidays or any other benefits, except those specifically provided for herein.

D. COUNTY shall provide the EMPLOYEE necessary equipment and supplies, within the spending limitations of the approved budget for the position.

E. Any required travel for EMPLOYEE, which is made in a privately-owned automobile in the performance of this Contract may be reimbursed at the rate established by the Board of Sweetwater County Commissioners.

F. THE COUNTY shall reimburse EMPLOYEE'S travel expenses at the prescribed COUNTY rate when such travel is approved by THE COUNTY in advance. Travel expenses may include but are not limited to transportation, lodging, telephone and meals.

G. The EMPLOYEE'S traveling expenses shall be billed as they are incurred. EMPLOYEE shall submit monthly invoices to THE COUNTY.

H. Whenever available a County pool vehicle may be used when the EMPLOYEE is required to travel in performance of the duties under this contract.

I. The EMPLOYEE shall be entitled to workers' compensation benefits as provided by and in accordance with the Wyoming Workers' Compensation Act, W.S. § 27-14-101 et. seq.

## **5. Responsibilities of Employee.**

A. Duties assigned to the EMPLOYEE are as described in the Position Description (See attachment A), attached hereto and incorporated herein by reference. EMPLOYEE shall perform

such other duties as are customarily performed by one holding a similar position within the COUNTY or another similar enterprise and shall additionally render such other and unrelated services and duties as may be assigned from time to time by the Board of County Commissioners.

B. EMPLOYEE agrees that she will at all times faithfully, industriously, and to the best of her ability, experience and talents, perform all of the duties that may be required from her pursuant to the express and implicit terms of this agreement, to the reasonable satisfaction of the COUNTY. While performing assigned duties, EMPLOYEE shall devote all of her time, attention, knowledge and skills solely to the business and interests of the program and any outside employment interests of EMPLOYEE shall not interfere, either directly or indirectly, with the employee's ability to perform her duties under this contract.

C. EMPLOYEE will maintain the confidentiality of all restricted information learned during the course of the performance of her duties, and shall strictly abide by applicable policies with respect to disclosure of any information to the public, press, or other individuals, in compliance with all applicable state and federal rules and laws. When disclosure of information is permitted or required by law, (i.e. disclosure to a court, prosecuting attorney, law enforcement agent, or pursuant to the order of a court of competent jurisdiction), EMPLOYEE shall make such disclosure only at the direction of the County Commissioners, or an Agent of the County designated by the County Commissioners.

D. EMPLOYEE shall, while performing the duties specified in this contract, conduct herself in a professional manner and in compliance with stated COUNTY policy.

E. EMPLOYEE will communicate directly to the assigned liaison of the Sweetwater County Board of commissioners, who will approve the EMPLOYEE'S time, leave requests, budget disbursements, overall program management and the interpretation and administration of County policy and procedures, County budgeting processes, personnel issues, etc.

## 6. General Provisions.

A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually

agreed upon by and between the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and venue shall be the Third Judicial District, in and for Sweetwater County, at Green River, Wyoming.

**B. Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The EMPLOYEE shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of THE COUNTY.

**D. Compliance with Laws.** The EMPLOYEE shall keep informed of and comply with all applicable federal, state and local laws and regulations and County Policy in the performance of this Contract.

**E. Entirety of Contract.** This Contract, consisting of eight (8) pages, including one exhibit consisting of two (2) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**F. Employee Status.** EMPLOYEE shall be considered an employee of the COUNTY for purposes of this contract. Nothing in this Contract shall be interpreted as authorizing the EMPLOYEE or his agents and/or employees to act as an agent or representative for or on behalf of the COUNTY, or to incur any obligation of any kind on the behalf of the COUNTY.

**G. Kickbacks.** The EMPLOYEE certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the EMPLOYEE breaches or violates this warranty, the COUNTY may, at its discretion, terminate this Contract without liability to the COUNTY, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingent fee.

H. **Notices.** All notices arising out of, or from the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person.

I. **Prior Approval.** The Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Clerk of Sweetwater County shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, and approved by the Office of the Sweetwater County and Prosecuting Attorney and the signatures of all parties are affixed hereto.

J. **Sovereign Immunity.** THE COUNTY does not waive sovereign immunity by entering into this Contract, and specifically retains immunity and all defenses available to it as a sovereign pursuant to any applicable federal or state law.

K. **Taxes.** The EMPLOYEE is subject to all applicable federal taxes, and deductions will be made for social security, income tax and other taxes when required by federal, state, or local laws. The COUNTY shall pay all employer taxes required by federal, state and local laws, including but not limited to federal and social security taxes, workers' compensation, and unemployment insurance, provided employee completes all required documentation.

L. **Termination of Contract.** This Contract may be terminated by either the EMPLOYEE or the County upon thirty (30) days written notice to the other party. It may be terminated at anytime, upon mutual consent of the parties; and it may be terminated immediately for cause if EMPLOYEE fails to perform in accordance with the terms of this Contract.

M. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

INTENTIONALLY LEFT BLANK

7. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it, and that they have received a signed and dated copy of the Contract.

**Employee**

\_\_\_\_\_  
Kimmie Diehl Rouse

\_\_\_\_\_  
Date

**Sweetwater County Commissioners**

\_\_\_\_\_  
Wally J. Johnson, Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
John K. Kolb, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Don Van Matre, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Randal M. Wendling, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Reid O. West, Commissioner

\_\_\_\_\_  
Date

**Office of the Sweetwater County and Prosecuting Attorney  
Approval as to Form.**

\_\_\_\_\_  
James P. Schermetzler Deputy Sweetwater  
County and Prosecuting Attorney

\_\_\_\_\_  
Date

# ATTACHMENT A

**CLASS TITLE:** Caseworker for DUI Supervised Probation (DSP) Program  
**DEPARTMENT:** **FLSA STATUS:** Nonexempt  
**ACCOUNTABLE TO:** Assigned Supervisor **FMLA STATUS:**  
**APPROVED BY:** **DATE:**  
**PAY GRADE:** Contract Employee

**PRIMARY OBJECTIVE OF POSITIONS IN THIS CLASS:** To provide court-ordered supervision of DUI offenders including assisting offenders/clients with complying with various conditions of court-ordered probation, monitoring their compliance and reporting their compliance to the court.

## **MAJOR AREAS OF RESPONSIBILITY AND PERFORMANCE:**

### Essential Duties:

- Reviews Judgment and Sentence with clients and ensures clients' understanding of conditions of probation.
- Assists clients with developing a plan to comply with conditions of probation including scheduling required appointments and establishing a meeting schedule for probation supervision.
- Meets with clients as scheduled in the Green River or Rock Springs office, by telephone, and occasionally in another public place to monitor compliance with conditions of probation.
- Completes required paper work for all client contact.
- Collects monthly user fees from clients and submits revenue to Designated Sweetwater County Department at least weekly.
- Develops and maintains a client file with all required documentation of clients' compliance with conditions of court-ordered probation; provides documentation as needed to the Courts and to the Prosecuting Attorney.
- Provides monthly reports to the Court and to the Prosecuting Attorney regarding clients' progress throughout their probationary period.
- Makes recommendations to the Court and to the Prosecuting Attorney regarding clients' probation including suggested length of probationary period.
- Works with the Sweetwater to develop and update policies and procedures for the DSP program as needed.
- Provides updated client data, including number of clients served, number of clients who appropriately comply with the court's orders, and number and extent of intermediate sanctions imposed by the courts on non-compliant offenders, to the Sweetwater County and Prosecuting Attorney's Office monthly.
- Works with other community groups and individuals active in impaired driving prevention efforts.
- Assists program staff with conducting educational and training sessions for various groups in the community (for example, Victim Impact Panels, school-based programs health fairs, DUI course).
- Develops a familiarity with community-based traffic injury prevention efforts.
- Performs other related duties as assigned.

# ATTACHMENT A

## **SPECIFIC CHARACTERISTICS:**

The employee performs work of some complexity; requires interpretive judgment within prescribed standards and procedures; has significant opportunity for discretion and independent action; prepares operating statements, researches and prepares reports; has access and possesses information restricted to specific persons which could result in embarrassment or consequent legal action if untimely released; uses clerical supplies or equipment; contacts with employees and public are frequent and involve communication of complex information; work requires occasional contact with dust, noise, hot and cold temperature extremes over which no control can be exercised, or contact with erratic humans; hazards are moderate requiring care and use of proper safety equipment and procedures to prevent injury.

## **PHYSICAL AND RELATED REQUIREMENTS:**

Ability to perform sedentary physical work and ability to lift and carry up to 10 pounds  
Ability to stand, walk, sit, ride, climb, bend, kneel, crawl, twist, reach, grasp, push, pull and perform similar body movements.  
Possesses hand/eye/foot coordination adequate to operate computer and office equipment and operate a motor vehicle.  
Ability to talk and hear in person and by telephone.  
Ability to see and read instructions and manuals.

**CLASS TITLE:** Caseworker for DUI Supervised Probation (DSP) Program

**SUPERVISION - RESPONSIBILITY FOR WORK OF OTHERS:** None

## **EDUCATION, TRAINING AND EXPERIENCE REQUIREMENTS:**

Any combination of education and experience equivalent to a Bachelor's Degree in Criminal Justice or related field and two (2) years related experience. Possession of a valid driver's license, with an acceptable motor vehicle record (MVR).

## **EXAMPLES OF PERFORMANCE CRITERIA AND QUALIFICATIONS:**

### **THE EMPLOYEE:**

- Knowledge of laws and regulations regarding probation and corrections programs, extensive knowledge about the criminal justice system.
- Ability to communicate effectively both orally and in writing
- Ability to keep accurate records and prepare accurate reports.
- Ability to use computer and office equipment.
- Ability to manage multiple cases.
- Ability to make independent decisions.
- Ability to work under stress.
- Ability to deal with verbal and physical abuse from clients.
- Ability to counsel clients.
- Ability to establish effective relationships with judges, attorneys, court personnel, public officials and clients.

9/2013

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: <b>6/7/2015</b>	Presenters Name: <b>Garry McLean</b>
Department or Organization: <b>Human Resources</b>	Contact Phone and E-mail: <b>307-872-3910</b>
Exact Wording for Agenda: <b>Stop loss contract approval</b>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <b>5 minutes</b>
Will there be Handouts? (If yes, include with meeting request form) <b>yes</b>	Will handouts require SIGNATURES: <b>yes</b>
Additional Information:	
<div style="border: 1px solid black; width: 100%; height: 100%; position: relative;"> <div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%);"> <p style="margin: 0;">HAND OUT NOT RECEIVED PRIOR TO DISTRIBUTION OF PACKET</p> </div> </div>	

### INSTRUCTIONS:

- 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](mailto:shoemakers@sweet.wy.us)
- All handouts must accompany the meeting request form by Wednesday at 12:00 p.m. prior to the scheduled meeting date. ***\*\*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](http://www.sweet.wy.us/commissioner)) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

## Sally Shoemaker

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**From:** Brenda Rael - Sweetwater County Human Resources Department  
**Sent:** Wednesday, June 01, 2016 9:23 AM  
**To:** Sally Shoemaker  
**Subject:** HR Request for meeting - stop loss contract  
**Attachments:** 2016.06.07 HR request for meeting - Stop loss.pdf

Sally,

Please find attached Garry's request for meeting to have the stop loss contract approved. We are waiting on our Insurance Consultants to provide the contract. I will send to you as soon as I have received it.

Thanks!

Brenda

**Brenda Rael**  
**Sweetwater County**  
**Human Resources Specialist**  
**Office: 307-872-3912**  
**Fax: 307-872-3996**  
**e-mail: [raelb@sweet.wy.us](mailto:raelb@sweet.wy.us)**

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: <b>6/7/2015</b>	Presenters Name: <b>Garry McLean</b>
Department or Organization: <b>Human Resources</b>	Contact Phone and E-mail: <b>307-872-3910</b>
Exact Wording for Agenda: <b>Voluntary Separation Program</b>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <b>15 minutes</b>
Will there be Handouts? (If yes, include with meeting request form) <b>yes</b>	Will handouts require SIGNATURES: <b>yes</b>
Additional Information:	
HAND OUT NOT RECEIVED PRIOR TO DISTRIBUTION OF PACKET	

### INSTRUCTIONS:

- 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](mailto:shoemakers@sweet.wy.us)
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## Sally Shoemaker

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**From:** Brenda Rael - Sweetwater County Human Resources Department  
**Sent:** Wednesday, June 01, 2016 9:20 AM  
**To:** Sally Shoemaker  
**Subject:** HR request for meeting  
**Attachments:** 2016.06.07 HR request for meeting.pdf

Hi Sally,

Please find attached Garry's request for meeting to discuss the Voluntary Separation Program. He will send up the documents as soon as he has them completed.

Thanks!

Brenda

**Brenda Rael**  
**Sweetwater County**  
**Human Resources Specialist**  
**Office: 307-872-3912**  
**Fax: 307-872-3996**  
**e-mail: [raelb@sweet.wy.us](mailto:raelb@sweet.wy.us)**