

NOTICE

THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS

WILL MEET ON TUESDAY, September 20, 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: September 6, 2016

ACCEPTANCE OF BILLS

- Approval of County Vouchers/Warrants
 Approval of Monthly Statements
 Approval of Abates/Rebates

COMMISSIONER COMMENTS/REPORTS

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

COUNTY RESIDENT CONCERNS

9:30

ACTION/PRESENTATION ITEMS

- 9:40** Approval of Human Service Contracts
- 9:45** Approval of the FFY 2017 Community Services Block Grant
 (CSBG) Contract and Subcontracts
- 9:50** Building Projects: Museum and Reliance Tipple
- 10:05** Recreation Board Update

10:35 Drop Structure Construction Update

11:05 Request to Replace Position in the Treasurers Office

OTHER

11:10

EXECUTIVE SESSION AS NEEDED

PUBLIC HEARING- PLANNING & ZONING

1:30 1. Blaine & Judith Sweat- Variance Setback Requirements

2. Language Amendments- Zoning Resolution-
Solar Energy Regulations

ACTION/PRESENTATION ITEMS CONTINUED

2:00 Public Opinion Results for Accessory Residential Tracks
North of Rock Springs

ADJOURN

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

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

September 6, 2016
Green River, WY

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

Approval of Agenda

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

Approval of Minutes: August 16, 2016

Commissioner Wendling moved to approve the minutes dated August 16, 2016. Commissioner West seconded the motion. The motion carried.

Acceptance of Bills

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

Commissioner Kolb moved to approve the county vouchers/warrants, monthly statements, bonds and the approval of the abates/rebates. Commissioner Wendling seconded the motion. The motion carried.

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
70777-70780, 70789-70790, 70983-71019 & ADVICES	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,432,401.90
18164	OPTUM BANK INC	CONTRIBUTIONS	355.88
18420	OPTUM BANK INC	CONTRIBUTIONS	432.50
18421	ESQUIBEL, SYLVIA	CARDS	102.99
70776	WYOMING DEPT OF WORKFORCE SERVICES	WORKER'S COMPENSATION	137.27
70781	GROATHOUSE CONSTRUCTION, INC	CONSTRUCTION	418,690.00
70782	QUESTAR GAS	UTILITIES	2,796.40
70783	ROCKY MTN POWER	UTILITIES	8,270.79
70784	SATCOM GLOBAL LTD	SIM CARDS	136.32
70785	UNION TELEPHONE COMPANY INC	CELL PHONES	236.67
70786	UNION TELEPHONE COMPANY INC	PHONES/AIRCARDS/EQUIPMENT	3,010.26
70787	VERIZON WIRELESS	PHONES/AIRCARDS/EQUIPMENT	3,390.92
70788	WEX BANK	FUEL	4,451.14
70791	AMAZON	TENTS/SUPPLIES/EQUIPMENT	3,552.17
70792	CENTURYLINK	PHONE	29.57
70793	DIRECTV	TV'S	74.99
70794	HOME DEPOT CREDIT SERVICES	SUPPLIES/TOOLS/PARTS	1,117.56
70795	PAYMENT REMITTANCE CENTER - 3009	SUPPLIES	329.39
70796	PAYMENT REMITTANCE CENTER - 7860	LODGING/FORMS/SUPPLIES	7,661.94
70797	PAYMENT REMITTANCE CENTER - 2452	LODGING/MEALS/TRAVEL	368.02
70798	PAYMENT REMITTANCE CENTER - 4720	LODGING/MEALS/TRAVEL/FUEL	1,737.33
70799	PAYMENT REMITTANCE CENTER - 7081	MEAL	8.73
70800	PAYMENT REMITTANCE CENTER - 3065	MEALS	382.32
70801	SWEETWATER COUNTY TREASURER	FEES	1,624.75
70802	USPS	POSTAGE	75.40
70803	VERIZON WIRELESS	BROADBAND	200.07
70804	VONAGE BUSINESS INC	PHONE BILL	2,414.35
70805	WALMART COMMUNITY/RFCSELLC-SHERIFF	INMATE SUPPLIES/OFFICE SUPPLIES	524.54
70806	WALMART COMM/RFCSELLC-PURCHASING	SUPPLIES/REFRIGERATOR	541.19
70807	1ST CONGREGATIONAL CHURCH	PRIMARY ELECTION EXPENSES	75.00
70808	ACKERMAN, SHIRLEY A	PRIMARY ELECTION EXPENSES	280.40
70809	ACKERMAN, STANLEY L.	PRIMARY ELECTION EXPENSES	280.40
70810	ADAMS, MARY P	PRIMARY ELECTION EXPENSES	275.00
70811	ALDRED, DAVID	PRIMARY ELECTION EXPENSES	275.00
70812	ALDRED, GAIL C	PRIMARY ELECTION EXPENSES	275.00
70813	ALLRED, SPENCER GARLAND	PRIMARY ELECTION EXPENSES	260.00
70814	ALVAREZ, DEBORAH S	PRIMARY ELECTION EXPENSES	230.00
70815	ANDERSON, FRANCES E	PRIMARY ELECTION EXPENSES	311.50
70816	ANDERSON, WENDY	PRIMARY ELECTION EXPENSES	311.50
70817	ANGELI, JUANITA H	PRIMARY ELECTION EXPENSES	270.00
70818	AULD, BETTY L	PRIMARY ELECTION EXPENSES	245.00
70819	BACILA, GAYLE ANN	PRIMARY ELECTION EXPENSES	285.00
70820	BACILA, NICK M.	PRIMARY ELECTION EXPENSES	230.00
70821	BARBERO, DONALD G	PRIMARY ELECTION EXPENSES	245.00
70822	BARBERO, SARA V.	PRIMARY ELECTION EXPENSES	300.00
70823	BARNEY, BAYLEE LYCHELLE	PRIMARY ELECTION EXPENSES	200.00
70824	BARNEY, BRENDA JO	PRIMARY ELECTION EXPENSES	230.00
70825	BAUMAN, DUANE A	PRIMARY ELECTION EXPENSES	251.48
70826	BAUMAN, JOYCE	PRIMARY ELECTION EXPENSES	251.48
70827	BECKUM, DONALD G.	PRIMARY ELECTION EXPENSES	185.00
70828	BELCHER, VIVIAN S	PRIMARY ELECTION EXPENSES	245.00
70829	BIGLER, KATHY ALLGOOD	PRIMARY ELECTION EXPENSES	200.00
70830	BOEVERS, BEVERLY M	PRIMARY ELECTION EXPENSES	275.00
70831	BONNABEL, MADELEINE F	PRIMARY ELECTION EXPENSES	260.00
70832	BORZEA, JAMES M	PRIMARY ELECTION EXPENSES	245.00

70833	BORZEA, KIM M	PRIMARY ELECTION EXPENSES	260.00
70834	BOTELLO, CORA K	PRIMARY ELECTION EXPENSES	308.10
70835	BRANDVIK, REED RYAN	PRIMARY ELECTION EXPENSES	245.00
70836	BREWER, AUSTIN ALLEN	PRIMARY ELECTION EXPENSES	152.50
70837	BUMGARNER, DEANNA	PRIMARY ELECTION EXPENSES	215.00
70838	BUSSE, MARY M.	PRIMARY ELECTION EXPENSES	215.00
70839	CALLAS, LORNA J	PRIMARY ELECTION EXPENSES	247.70
70840	CAMACHO, CINDY ANN	PRIMARY ELECTION EXPENSES	247.70
70841	CARTER, JAN E	PRIMARY ELECTION EXPENSES	300.00
70842	CHERNY, JENSEN	PRIMARY ELECTION EXPENSES	245.00
70843	CHRISTIANSSEN, BONNIE LEE	PRIMARY ELECTION EXPENSES	215.00
70844	CHURCHES INC	PRIMARY ELECTION EXPENSES	75.00
70845	COLE, SHAWNA D	PRIMARY ELECTION EXPENSES	276.48
70846	COLLINS, KATHLEEN A	PRIMARY ELECTION EXPENSES	230.00
70847	COTTER, DEBORAH K	PRIMARY ELECTION EXPENSES	245.00
70848	CROY, CORA ELEANOR	PRIMARY ELECTION EXPENSES	240.00
70849	DANIELSON, KAY M	PRIMARY ELECTION EXPENSES	230.00
70850	DAVIS, JOANN L	PRIMARY ELECTION EXPENSES	245.00
70851	DAVIS, LENEDA LYNN	PRIMARY ELECTION EXPENSES	270.00
70852	DEICHMUELLER, SEAN MICHAEL	PRIMARY ELECTION EXPENSES	217.16
70853	DELAMBERT, SHIRLEY R.	PRIMARY ELECTION EXPENSES	313.20
70854	DIVIS, DIANE L	PRIMARY ELECTION EXPENSES	260.00
70855	ERICKSON, ERIN LYNN	PRIMARY ELECTION EXPENSES	245.00
70856	ESTES, MICHELLE R	PRIMARY ELECTION EXPENSES	288.20
70857	EVANS, JAMIE LYN	PRIMARY ELECTION EXPENSES	286.20
70858	FIRST UNITED METHODIST	PRIMARY ELECTION EXPENSES	75.00
70859	FORTNER, FULTON F	PRIMARY ELECTION EXPENSES	275.00
70860	FOXLEY, LUANN	PRIMARY ELECTION EXPENSES	248.78
70861	GEORGE, AMBER M	PRIMARY ELECTION EXPENSES	215.00
70862	GEORGE, BERLINDA A	PRIMARY ELECTION EXPENSES	240.00
70863	GERTSON, LINDA E	PRIMARY ELECTION EXPENSES	245.00
70864	GOULD, LUZ ERIN	PRIMARY ELECTION EXPENSES	245.00
70865	GREENE, DAWN	PRIMARY ELECTION EXPENSES	261.74
70866	HARDY, GLORIA H	PRIMARY ELECTION EXPENSES	230.00
70867	HARDY, MARY R	PRIMARY ELECTION EXPENSES	245.00
70868	HARDY, RAY MILLER	PRIMARY ELECTION EXPENSES	275.00
70869	HARMON, TERI N	PRIMARY ELECTION EXPENSES	285.00
70870	HARWICK, CARLEEN JANE	PRIMARY ELECTION EXPENSES	272.00
70871	HENDERSON, ZOANNE P	PRIMARY ELECTION EXPENSES	245.00
70872	HOOD, GLENDA CAROL	PRIMARY ELECTION EXPENSES	248.78
70873	HUECKSTAEDT, RICHARD E	PRIMARY ELECTION EXPENSES	126.79
70874	IMMACULATE CONCEPTION CATHOLIC CHURCH	PRIMARY ELECTION EXPENSES	75.00
70875	JACKSON, PAMELA S	PRIMARY ELECTION EXPENSES	240.00
70876	JACOBSON, BEATRICE MARIE	PRIMARY ELECTION EXPENSES	215.00
70877	JOHNSON, BEVERLY E	PRIMARY ELECTION EXPENSES	240.00
70878	JOHNSON, DAVID M	PRIMARY ELECTION EXPENSES	215.00
70879	JOHNSON, KATHLEEN	PRIMARY ELECTION EXPENSES	245.00
70880	JONES, HEATHER ANN	PRIMARY ELECTION EXPENSES	261.20
70881	K-MOTIVE & SPORTS	PRIMARY ELECTION EXPENSES	75.00
70882	KAUMO, BUDDY A	PRIMARY ELECTION EXPENSES	245.00
70883	KETTLE, KRISTI K	PRIMARY ELECTION EXPENSES	245.00
70884	KNADJIAN, JANIS L	PRIMARY ELECTION EXPENSES	245.00
70885	KROUPA, ERLING D	PRIMARY ELECTION EXPENSES	285.00
70886	KROUPA, LESLIE A	PRIMARY ELECTION EXPENSES	260.00
70887	LEIGH, JO ANN L	PRIMARY ELECTION EXPENSES	230.00
70888	LIGHTNER, KAYLOU	PRIMARY ELECTION EXPENSES	245.00
70889	LOCKWOOD, JORITA LYNN	PRIMARY ELECTION EXPENSES	230.00
70890	LUCKEY, CAROLYN VIRGINIA	PRIMARY ELECTION EXPENSES	245.00
70891	LUMLEY, CAROL	PRIMARY ELECTION EXPENSES	261.20
70892	LYTLE, SHIRLEY ANN	PRIMARY ELECTION EXPENSES	288.20
70893	MAHAFFEY, PAULA	PRIMARY ELECTION EXPENSES	261.20
70894	MALSON, CAROLYN S	PRIMARY ELECTION EXPENSES	245.00
70895	MCCAIN, SYLVIA M.	PRIMARY ELECTION EXPENSES	245.00
70896	MCDERMOTT, ARIANN	PRIMARY ELECTION EXPENSES	261.20
70897	MCMURRY, ANGELA A.	PRIMARY ELECTION EXPENSES	73.20
70898	MIDDLEMAS, BESSIE A	PRIMARY ELECTION EXPENSES	185.00
70899	MILLER, DELMA JEAN	PRIMARY ELECTION EXPENSES	245.00
70900	MORGAN, DEBBRA LEA	PRIMARY ELECTION EXPENSES	245.00
70901	MORRIS, CONNIE	PRIMARY ELECTION EXPENSES	260.00
70902	MORTENSEN, LOUISA J	PRIMARY ELECTION EXPENSES	215.00
70903	MYSKA, CAROLE	PRIMARY ELECTION EXPENSES	245.00
70904	NANCARROW, HOLLY CATHLEEN	PRIMARY ELECTION EXPENSES	215.00
70905	ODOGWU, GODWIN CHUKWUDI	PRIMARY ELECTION EXPENSES	245.00
70906	OLESON, JANET IRENE	PRIMARY ELECTION EXPENSES	245.00
70907	ORTON, GREGORY G	PRIMARY ELECTION EXPENSES	249.44
70908	OVERY, LOUISE A	PRIMARY ELECTION EXPENSES	269.84
70909	PARKER, CHARLOTTE J	PRIMARY ELECTION EXPENSES	250.40
70910	PAUL, ALICE A	PRIMARY ELECTION EXPENSES	245.00
70911	PAWLESKA, JOHN E	PRIMARY ELECTION EXPENSES	210.00
70912	PERRY, LENORE S	PRIMARY ELECTION EXPENSES	259.04
70913	POTTER, CHERYL	PRIMARY ELECTION EXPENSES	230.00
70914	POTTS, AMANDA LANE	PRIMARY ELECTION EXPENSES	231.20
70915	PREVEDEL, NORMA A	PRIMARY ELECTION EXPENSES	251.48

70916	REINHOLZ, MORIAH BELLE	PRIMARY ELECTION EXPENSES	275.00
70917	RIGANO, SUE ANN	PRIMARY ELECTION EXPENSES	270.00
70918	ROBINSON, MARGIE KAY	PRIMARY ELECTION EXPENSES	230.00
70919	ROTH, VICTORIA G	PRIMARY ELECTION EXPENSES	185.00
70920	RUGGERA, JOANN B	PRIMARY ELECTION EXPENSES	270.00
70921	RUST, PETER J E	PRIMARY ELECTION EXPENSES	200.00
70922	SCHAEFER, ELIZABETH CLAIRE	PRIMARY ELECTION EXPENSES	261.20
70923	SCHAEFER, MARJORIE J	PRIMARY ELECTION EXPENSES	270.00
70924	SEEKINS, WENDY SUE	PRIMARY ELECTION EXPENSES	288.20
70925	SEYERSDAHL, LILA M	PRIMARY ELECTION EXPENSES	245.00
70926	SHANEBROOK, JOHN G	PRIMARY ELECTION EXPENSES	230.00
70927	SHANEBROOK, MERRILLYN E	PRIMARY ELECTION EXPENSES	255.00
70928	SHEPARD, JANET L	PRIMARY ELECTION EXPENSES	245.00
70929	SHUPE, LUCY E	PRIMARY ELECTION EXPENSES	270.00
70930	SIMS, DIANA J	PRIMARY ELECTION EXPENSES	260.00
70931	SLAGOWSKI, BRYNNE M	PRIMARY ELECTION EXPENSES	75.00
70932	SLAGOWSKI, DAPHNE ALEXIS	PRIMARY ELECTION EXPENSES	240.00
70933	SLAGOWSKI, DAWN M	PRIMARY ELECTION EXPENSES	215.00
70934	SLAGOWSKI, SHERRY DAHN	PRIMARY ELECTION EXPENSES	240.92
70935	SMITH, SHERIE G	PRIMARY ELECTION EXPENSES	255.00
70936	SORENSEN, PATSY A	PRIMARY ELECTION EXPENSES	276.20
70937	STEARNS, MARTHA MARIE	PRIMARY ELECTION EXPENSES	215.00
70938	STEVENSON, BESSIE M	PRIMARY ELECTION EXPENSES	270.00
70939	STOCKER, RACHAEL ANN	PRIMARY ELECTION EXPENSES	230.00
70940	STOCKER, WILLIAM FREDERICK	PRIMARY ELECTION EXPENSES	230.00
70941	STOVER, CHERYL L	PRIMARY ELECTION EXPENSES	260.00
70942	STRANNIGAN, ELIZABETH J	PRIMARY ELECTION EXPENSES	261.20
70943	TEBEDO, MARY K	PRIMARY ELECTION EXPENSES	245.00
70944	THOMAN, MARY A	PRIMARY ELECTION EXPENSES	388.80
70945	THOMAN, MARY E	PRIMARY ELECTION EXPENSES	380.00
70946	THOMPSON, DIANA M	PRIMARY ELECTION EXPENSES	275.00
70947	THOMSON, BRUCE R	PRIMARY ELECTION EXPENSES	280.94
70948	THOMSON, JUDY KAY	PRIMARY ELECTION EXPENSES	305.94
70949	THORNTON, ERIK WILLIAM	PRIMARY ELECTION EXPENSES	300.00
70950	TOMASINI, BARBARA A	PRIMARY ELECTION EXPENSES	275.00
70951	TOMASINI, CARL L	PRIMARY ELECTION EXPENSES	275.00
70952	TRUJILLO, LILLIAN	PRIMARY ELECTION EXPENSES	245.00
70953	TRUJILLO, MARTHA P	PRIMARY ELECTION EXPENSES	270.00
70954	VAN OVER, LYNN ANN	PRIMARY ELECTION EXPENSES	275.00
70955	VARLEY, AMANDA R	PRIMARY ELECTION EXPENSES	215.00
70956	VARLEY, MARK A	PRIMARY ELECTION EXPENSES	293.60
70957	VARLEY, ROGER D.	PRIMARY ELECTION EXPENSES	315.00
70958	VIGIL, KENT	PRIMARY ELECTION EXPENSES	248.24
70959	VIGIL, MARY JEAN	PRIMARY ELECTION EXPENSES	248.24
70960	WADSWORTH, UVA JEANNIE	PRIMARY ELECTION EXPENSES	250.40
70961	WALES-ALLEN, ERICA N	PRIMARY ELECTION EXPENSES	316.20
70962	WALKER, JUDITH ANN	PRIMARY ELECTION EXPENSES	245.00
70963	WALKER, MICHAEL LEE	PRIMARY ELECTION EXPENSES	245.00
70964	WALL, ANITA F	PRIMARY ELECTION EXPENSES	261.20
70965	WATERS, LAVANETTA P	PRIMARY ELECTION EXPENSES	240.00
70966	WATTS, BRENDA J	PRIMARY ELECTION EXPENSES	269.84
70967	WHITE, JOAN ELIZABETH	PRIMARY ELECTION EXPENSES	215.00
70968	WIRE, DIANA LYNN	PRIMARY ELECTION EXPENSES	245.00
70969	YOUNG, NANCY A	PRIMARY ELECTION EXPENSES	299.00
70970	ZEBRE, LOIS T	PRIMARY ELECTION EXPENSES	270.00
70971	AULD, BETTY L	PRIMARY ELECTION EXPENSES	30.00
70972	BARNEY, BAYLEE LYCHELLE	PRIMARY ELECTION EXPENSES	30.00
70973	BECKUM, DONALD G.	SPECIAL ELECTION EXPENSES	185.00
70974	BIGLER, KATHY ALLGOOD	PRIMARY ELECTION EXPENSES	30.00
70975	CROY, CORA ELEANOR	PRIMARY ELECTION EXPENSES	30.00
70976	HARDY, MARY R	PRIMARY ELECTION EXPENSES	30.00
70977	JACKSON, PAMELA S	PRIMARY ELECTION EXPENSES	30.00
70978	NANCARROW, HOLLY CATHLEEN	PRIMARY ELECTION EXPENSES	30.00
70979	ROBINSON, MARGIE KAY	PRIMARY ELECTION EXPENSES	30.00
70980	ROTH, VICTORIA G	SPECIAL ELECTION EXPENSES	185.00
70981	WATERS, LAVANETTA P	PRIMARY ELECTION EXPENSES	30.00
70982	WHITE, JOAN ELIZABETH	PRIMARY ELECTION EXPENSES	30.00
71020	CENTURYLINK	PHONE BILL	193.92
71021	ROCKY MTN POWER	UTILITIES	11,745.14
71022	UNION TELEPHONE COMPANY INC	PHONE	44.30
71023	VERIZON WIRELESS	BROADBAND	1,562.92
71024	WELLS FARGO	DUES/CONFERENCE/SUPPLIES/ LODGING/MEALS/SUBSCRIPTION/ TRAINING/FUEL	6,868.54
71025	AARMS	SERVICE	530.00
71026	ACE HARDWARE	PARTS/SUPPLIES/TOOLS	623.90
71027	ACE HARDWARE #11263-C	PARTS/SUPPLIES	257.51
71028	ADAMS RV SALES & SERVICE LLC	PARTS	95.98
71029	AIRGAS USA LLC	SUPPLIES	26.12
71030	ALLEN, CHERYL	MILEAGE	622.08
71031	ALPINE PURE WATER	WATER/RENTAL	26.00
71032	ARNELL JR. P.C., GARY B	FEES	3,970.00
71033	AUTOSPA INC	WASHES	14.15
71034	BENNETT PAINT & GLASS	SUPPLIES	240.69
71035	BI	SERVICES	215.04

71036	BOB BARKER COMPANY INC	INMATE SUPPLIES	1,459.32
71037	BOOKCLIFF SALES INC	PARTS	26.96
71038	BOSCHETTOS/KRONSKIS	CATERING	1,196.80
71039	BUCKBOARD MARINA	REPAIR	142.99
71040	CAFFEY, WAYNE J.	CONFERENCE	180.00
71041	CARSON, ANTHONY S	MEALS/FUEL	218.47
71042	CHEMATOX LABORATORY INC	ANALYSIS	410.00
71043	CONTRACT PAPER GROUP INC	PAPER	660.00
71044	COPIER & SUPPLY CO INC	CONTRACTS	2,032.12
71045	D & L EXCAVATION INC	EXCAVATING	17,904.00
71046	DEPARTMENT OF REVENUE	CLASS	350.00
71047	DIEHL ROUSE, KIMMIE	OFFICE SUPPLIES	11.40
71048	DJ'S GLASS PLUS	GLASS/WINDSHIELD	1,804.75
71049	ELECTRICAL CONNECTIONS INC	REPAIRS	4,025.88
71050	ELECTRICAL SERVICE AND PRODUCT'S FLLC	REPAIRS	1,880.00
71051	ERRAMOUSPE, DANIEL E	MEAL	16.15
71052	F B MCFADDEN WHOLESALE COMPANY	SUPPLIES	102.40
71053	F B MCFADDEN WHOLESALE COMPANY	COMMISSARY/INMATE FOOD	9,092.28
71054	FASTENAL COMPANY	PARTS	22.10
71055	FIRST CHOICE FORD	PARTS	151.18
71056	FOOD BANK OF SWEETWATER COUNTY	GRANT EXPENSES	16,109.00
71057	FREMONT MOTOR ROCK SPRINGS INC	SUPPLIES	23.68
71058	G & K SERVICES	SERVICES	519.60
71059	GET REAL COFFEE INC	REFRESHMENTS	75.00
71060	GOLDEN HOUR SENIOR CENTER INC	BUDGET ALLOCATION	20,940.00
71061	GREEN RIVER STAR	SUBSCRIPTION	35.00
71062	GRUBER POWER SERVICES	SERVICES	1,015.00
71063	HOMAX OIL SALES INC	FUEL/OIL	14,696.10
71064	HORIZON LABORATORY LLC	TESTING	424.75
71065	HOSE & RUBBER SUPPLY	PARTS	140.00
71066	HY-KO SUPPLY	SUPPLIES	53.77
71067	ICS JAIL SUPPLIES INC	INMATE BAGS	78.81
71068	INBERG-MILLER ENGINEERS	INSPECTIONS/SPEED STUDIES	9,152.13
71069	INDUSTRIAL HOIST AND CRANE	INSPECTION	2,181.00
71070	INDUSTRIAL SOLUTIONS INC	SERVICES	717.00
71071	INDUSTRIAL SUPPLY	SUPPLIES	128.00
71072	JACK'S TRUCK & EQUIPMENT	PARTS/LABOR	3,015.58
71073	JENNY SERVICE CO	COMMISSARY	810.37
71074	KEEFE SUPPLY COMPANY	INMATE FOOD	523.64
71075	KOENIG, HAZEL	MILEAGE	112.81
71076	KOIVUSAARI, REIJO	MEALS	14.89
71077	LATHAM, JOYCE E	MEAL/FAN	33.68
71078	LAWN WORLD	SERVICES	4,080.00
71079	LEXISNEXIS RISK SOLUTIONS	SUBSCRIPTION	594.08
71080	MATHEY LAW OFFICE - ASSIGNOR	FEES	1,020.00
71081	MATTHEW BENDER & CO INC	BOOKS	202.80
71082	MCKEE FOODS CORPORATION	INMATE FOOD	951.52
71083	MCKEE MEDICAL CENTER	X-RAYS	1,320.60
71084	MEADOW GOLD DAIRIES SLC	INMATE FOOD	1,357.74
71085	MEMORIAL HOSPITAL OF SWEETWATER CO	INMATE MEDICAL/MEDICAL	3,366.00
71086	MODEL SIGN	SIGNS	212.00
71087	MOORE MEDICAL, LLC	SUPPLIES	1,134.72
71088	MOUNTAIN BAY SCUBA 06	EQUIPMENT	164.20
71089	MOUNTAINLAND SUPPLY LLC	COOLER	529.76
71090	NET TRANSCRIPTS INC	TRANSCRIPTS	360.00
71091	NICHOLAS & COMPANY	INMATE FOOD	2,824.69
71092	PETERBILT OF WYOMING	PARTS	124.15
71093	LAW OFFICE OF BOBBY W PINEDA	FEES	4,260.00
71094	PLAINSMAN PRINTING & SUPPLY	OFFICE SUPPLIES	829.20
71095	PTS OF AMERICA LLC	EXTRADITIONS	2,216.35
71096	QUILL CORPORATION	OFFICE SUPPLIES	2,052.65
71097	RADAKOVICH, LAUREN R	MEALS	156.45
71098	REAL KLEEN INC	SUPPLIES	824.70
71099	ROCK SPRINGS NEWSPAPERS INC	ADS	450.00
71100	ROCK SPRINGS WINLECTRIC CO	TOOLS/PARTS	207.96
71101	ROCK SPRINGS WINNELSON CO	SEAT	21.40
71102	ROCKY MOUNTAIN SERVICE BUREAU INC	COMMISSION	984.26
71103	ROCKY MOUNTAIN WASH, LLC	WASHES	29.00
71104	RON'S ACE RENTALS	PARTS/REPAIRS	255.00
71105	SANDERS, TRAVIS R.	WORKSHOP	850.00
71106	SECRETARY OF STATE	FEE	30.00
71107	SHADOW MOUNTAIN WATER OF WYOMING INC	RENTAL/WATER	33.80
71108	SHOPKO HOMETOWN - PHARMACY	INMATE PRESCRIPTIONS	4,432.25
71109	SKAGGS COMPANIES INC	UNIFORMS	2,789.47
71110	SMYTH PRINTING INC	CARDS/SUPPLIES	617.86
71111	SNAP-ON CREDIT LLC	SUBSCRIPTION	433.00
71112	SOURCE OFFICE & TECHNOLOGY	OFFICE SUPPLIES	160.91
71113	SPECIALIZED PATHOLOGY CONSULTANTS	AUTOPSY	1,550.00
71114	STICKNEY, PATRICIA L	CAKE/FOOD	66.76
71115	STOUT, E. DEAN	MEALS/TRAVEL	208.56
71116	SWCO CONSERVATION DISTRICT	BUDGET ALLOCATION	19,864.61
71117	SWEETWATER CO ROAD & BRIDGE	POSTAGE	98.00
71118	SWEETWATER CO SCHOOL DISTRICT #1	GRANT EXPENSES	3,086.79

71119	SWEETWATER CO SOLID WASTE DISPOSAL	E-WASTE	176.00
71120	SWEETWATER COUNTY	GRANT EXPENSES	4,969.89
71121	SWEETWATER COUNTY HEALTH BOARD	BUDGET ALLOCATION/VACCINATION	49,220.25
71122	SWEETWATER FAMILY RESOURCE CENTER	BUDGET ALLOCATION/GRANT	2,357.12
		EXPENSES	
71123	SWEETWATER MEDICS LLC	BUDGET ALLOCATION	26,702.03
71124	SWEETWATER PLUMBING & HEATING	PARTS	200.30
71125	SWEETWATER TROPHIES	SHIPPING/TAG	16.28
71126	TEGELER & ASSOCIATES	BOND	50.00
71127	THE TIRE DEN INC	TIRES/LABOR	1,790.02
71128	THE UPS STORE - #3042	SHIPPING	46.11
71129	THOMSON REUTERS-WEST PAYMENT CENTER	SUBSCRIPTION	1,291.15
71130	THYBO, TERESA S	MEAL	10.77
71131	TRUSTED NETWORK SOLUTIONS INC	EQUIPMENT	47,293.11
71132	TUBBS MD LLC, KENNON C	INMATE MEDICAL	5,000.00
71133	U S FOODS INC	INMATE FOOD	2,965.62
71134	UNITED SITE SERVICES	RESTROOM	159.03
71135	VAN MATRE, DON	MILEAGE	259.20
71136	VAUGHN'S PLUMBING & HEATING	REPAIRS	1,923.79
71137	VENTURE TECHNOLOGIES	EQUIPMENT	1,048.50
71138	WACO	CONFERENCE	125.00
71139	WAMSUTTER CONOCO SERVICE INC	REPAIRS	66.95
71140	WATCH SYSTEMS LLC	MAILINGS	94.00
71141	WAXIE SANITARY SUPPLY	SUPPLIES	44.16
71142	WESTERN ENGINEERS & GEOLOGISTS INC	INSPECTIONS	1,608.75
71143	WESTERN RELIEF LLC	RESTROOMS	288.00
71144	WESTERN WYOMING COLLEGE	PLANNER	2.00
71145	WESTERN WYO COMMUNITY COLLEGE	LEASE	3,550.00
71146	WILKERSON IV MD PC, JAMES A	AUTOPSIES	3,495.00
71147	WILLIAM H SMITH & ASSOCIATES INC	SURVEY	1,389.00
71148	WORKFORCEQA LLC	SERVICES	240.00
71149	WYOMING BEHAVIORIAL INSTITUTE	MEDICAL	4,110.00
71150	WYOMING DEPT OF TRANSPORTATION	PERU BRIDGE	935.97
71151	WYOMING MACHINERY COMPANY	PARTS/LABOR	1,524.63
71152	WYOMING PATHOLOGY INC	AUTOPSY	1,200.00
71153	WYOMING STATE BOARD OF PHARMACY	REGISTRATIONS	320.00
71154	WYOMING.COM	EMAIL/WIRELESS	67.95
71155	YOUNG AT HEART CENTER	BUDGET ALLOCATION	16,917.18
71156	YWCA OF SWEETWATER COUNTY	BUDGET ALLOCATION	41,761.87

GRAND TOTAL: 2,363,458.94

Robert Baldwin	Eden Valley Solid Waste Disposal Dist., Vice Chairman	\$10,000.00
James Burnett	Eden Valley Solid Waste Disposal Dist., Chairman	\$ 5,000.00
Shirley DeLambert	Eden Valley Solid Waste Disposal Dist., Treasurer	\$10,000.00
Tim Sheehan	SWCO Recreation Board, Treasurer	\$10,000.00

The following abates/rebates were placed on file:

TAXPAYER	VALUATION	TAXPAYER	VALUATION
SEARLE BENJAMIN	-506	MARTINEZ MOTO HECTOR JAVIER	-444
SEARLE BENJAMIN	-486	ERHART MICHAEL A SR & HOLLY	-422
MARTINEZ MOTO HECTOR JAVIER	-396	ANADARKO E&P ONSHORE LLC	-107
MARTINEZ MOTO HECTOR JAVIER	-400	SWEPI LP	-182,442
MARTINEZ MOTO HECTOR JAVIER	-416	MARATHON OIL CO	-186

Commissioner Comments/Reports

Commissioner Van Matre

Commissioner Van Matre reported on the meetings he attended for the Memorial Hospital Quality Retreat Golden Hour Senior Citizen Center, Parks and Recreation Board meeting and the Korean War Medal Ceremony. Commissioner Van Matre noted that he spoke with Custodial Manager Karen Baily and Golden Hour Senior Citizen Director Sheela Schermetzler.

Commissioner West

Commissioner West reported on the meetings he attended for the Fair Board, Southwest Counseling Service Board and addressed Southwest Counseling Services interest in office space at the Golden Hour Senior Citizen Center building. Commissioner West explained that he attended the Sweetwater County School District #1 Hall of Fame banquet. Public Works Director Gene Legerski was present to provide an update on the roads.

Commissioner Kolb

Commissioner Kolb reported on the meetings he attended for the Memorial Hospital Quality Retreat and the joint meeting between the Hospital Board of Trustees and the Medical Executive Committee. Commissioner Kolb questioned if the commission would be amenable to being placed on the Medical

Executive Committee agenda to express support to the hospital staff. Following discussion, the commission concurred to draft a letter to the Medical Executive Committee to be placed on the agenda. Commissioner Kolb addressed Title 25 statutory changes. Commissioner Kolb explained that he spoke with a representative from the Wyoming Mining Association regarding the utility grade solar farm. Commissioner Kolb noted that he spoke with Land Use Director Eric Bingham and Grants Manager Krisena Marchal.

Commissioner Wendling

Commissioner Wendling reported on the meetings he attended for the Memorial Hospital Quality Retreat, Lead planning meeting for the Development Coalition, Sweetwater Economic Development Coalition business meetings, and Town Council meetings for Granger, Superior and Wamsutter. Commissioner Wendling further reported that he attended the Young at Heart Board meeting and the Rock Springs, Green River, Sweetwater County Combined Communications Joint Powers Board. Commissioner Wendling reported that he toured the north end of Flaming Gorge.

Chairman Johnson

Chairman Johnson read the facility report from Facilities Manager Chuck Radosevich. Chairman Johnson explained that he received a call from Campbell County Commissioner Micky Shober relative to Sweetwater County attending a meeting in St. George with Delta Airlines relative to a flight from Gillette to Rock Springs to Salt Lake City. Chairman Johnson requested that Commissioner Van Matre speak with Mr. Shober. Chairman Johnson questioned who inquired about placing a cornerstone at the Justice Center.

Break

Chairman Johnson called for a break.

County Resident Concerns

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

Action/Presentation Items

Newspaper Publication for Employee Salaries, Names and Positions for July, 2016

County Clerk Dale Davis presented the newspaper publication for employee salaries, names and positions. Discussion ensued relative to the county avoiding layoffs by offering voluntary separation programs and attrition. Chairman Johnson entertained a motion to authorize the County Clerk to publicize employee salaries, names and positions. *Commissioner Wendling so moved. Commissioner Kolb seconded the motion.* The motion carried.

Human Service Contract

Accounting Manager Bonnie Berry presented the Human Service Contracts. Following discussion relative to the contract, Chairman Johnson entertained a motion to approve the agreement between the Board of County Commissioners and the Food Bank of Sweetwater County. *Commissioner West so moved. Commissioner Wendling seconded the motion.* The motion carried.

Suicide Prevention Awareness Month Proclamation

Community Prevention Specialist Cassandra Crumpton and Suicide Survivor April Thompson presented the Suicide Prevention Awareness Month Proclamation. Following discussion, Commissioner Van Matre read the proclamation aloud. Chairman Johnson entertained a motion to approve the Proclamation for Suicide Prevention Month September, 2016. *Commissioner Van Matre so moved. Commissioner West seconded the motion.* Following discussion, the motion carried.

PROCLAMATION FOR SUICIDE PREVENTION MONTH SEPTEMBER, 2016

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

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

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

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

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

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

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

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

THEREFORE IT BE RESOLVED that, we, the Sweetwater County Board of County Commissioners, do hereby designate September, 2016, as "Suicide Prevention Month" in Sweetwater County and urge not only Sweetwater County residents, but all Wyoming citizens to learn how they can help - because Suicide Prevention Is Everyone's Business.

Signed this 6th day of September, 2016.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Resolution to Renew County Approval of Pari-Mutuel Wagering

Wyoming Horse Racing, LLC President Eugene Joyce presented Resolution 16-09-CC-02. Following discussion, Chairman Johnson entertained a motion to approve Resolution 16-09-CC-02, a resolution approving Wyoming Horse Racing LLC to conduct pari-mutuel wagering on live horse racing, historic horse racing and simulcast events within Sweetwater County, Wyoming. *Commissioner Wendling so moved. Commissioner West seconded the motion.* The motion carried.

**RESOLUTION 16-09-CC-02
A RESOLUTION APPROVING WYOMING HORSE RACING LLC TO
CONDUCT PARI-MUTUEL WAGERING ON LIVE HORSE RACING,
HISTORIC HORSE RACING AND SIMULCAST EVENTS WITHIN
SWEETWATER COUNTY, WYOMING.**

WHEREAS, the Wyoming State Legislature passed and the Governor of the State of Wyoming signed into law changes to Wyoming Statutes, Title 11, Chapter 25, to allow for the addition of pari-mutuel wagering on historic horse races; and,

WHEREAS, the Wyoming Pari-Mutuel Commission has adopted rules that were effective on July 31, 2013 regulating the addition of pari-mutuel wagering on historic races; and

WHEREAS, Wyoming Horse Racing, LLC currently holds the necessary and appropriate permits issued by the Wyoming Pari-Mutuel Commission to operate Off Track Betting Parlors in the State of Wyoming; and,

WHEREAS, Wyoming Horse Racing, LLC is desirous of continuing their operations in Sweetwater County that includes pari-mutuel wagering on live horse racing, historic horse racing and simulcast events; and,

WHEREAS, Wyoming Horse Racing, LLC has entered into a mutually beneficial agreement with the recognized horsemen's group, the Wyoming All Breeds Racing Association; and,

WHEREAS, the Sweetwater County Board of Commissioners recognize the economic benefit to the County through the expansion of live horse racing; and,

WHEREAS, the Sweetwater County Board of Commissioners recognize the benefit to the horse industry of Sweetwater County through the expansion of live horse racing; and,

WHEREAS, it is through the revenue derived from the Off Track Betting Parlors that allows the expansion of live racing.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD

OF THE COUNTY OF SWEETWATER, WYOMING:

That the Sweetwater County Board of Commissioners approves Wyoming Horse Racing LLC to conduct Pari-mutuel wagering on live horse racing, historic horse racing and simulcast events in Sweetwater County, Wyoming.

RESOLVED this 6th Day of September, 2016

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Signature for Cooperative Agreement with the Department of Family Services

Clerk of District Court Donna Lee Bobak presented the Cooperative Agreement between the Wyoming Department of Family Services and Sweetwater County Clerk of District Court. Following discussion, Chairman Johnson entertained a motion to approve, the Cooperative Agreement for Responsibilities between the Wyoming Department of Family Services Child Support Enforcement and Sweetwater County Clerk of District Court and authorize the Chairman to sign the document. *Commissioner Van Matre so moved. Commissioner Wendling seconded the motion.* Following further discussion, the motion carried.

Request Approval and Signature of the Mutual Aid Agreement between the Sweetwater County Fire Department and Uinta County Fire and Ambulance Joint Powers Board

County Fire Warden Mike Bournazian presented the Mutual Aid Agreement between Sweetwater County and Uinta County. Following discussion, Chairman Johnson entertained a motion to approve the Sweetwater County Fire Department and Uinta County Fire and Ambulance Joint Powers Board Fire Protection Agreement and authorize the Chairman to sign. *Commissioner Wendling so moved. Commissioner West seconded the motion.* The motion carried.

Arrowhead Springs Subdivision Fire Protection Water Supply

Rock Springs Fire District #1 Chief Scott Kitchner discussed the possibility of a partnership with the county for the purpose of installing a 12,000 gallon fire cistern for fire protection in the event of a structure fire or a wildland urban interface fire at the Arrowhead Springs Park. Discussion ensued regarding if an agreement was made when Arrowhead Subdivision was developed and if Arrowhead Water and Sewer District has formally done anything.

MOU between Sweetwater County Fire District #1 and Sweetwater County

Public Works Director Gene Legerski and Rock Springs Fire District #1 Chief Scott Kitchner presented an MOU for the purposes of supplying a water truck and water truck operator for water supply at structure fires or Wildland Urban Interface Fires in the Arrowhead Springs Subdivision if needed. Following discussion, Chairman Johnson entertained a motion to approve the MOU between Sweetwater County Fire District #1 Fire Department and Sweetwater County. *Commissioner Kolb so moved. Commissioner Wendling seconded the motion.* The motion carried.

Request Approval of Resolution 16-09-CC-01; C&M Agreement between WYDOT/UPRR/Sweetwater County for the Replacement of Peru Bridge

Public Works Director Gene Legerski presented Resolution 16-09-CC-01. Following discussion, Chairman Johnson entertained a motion to approve Resolution 16-09-CC-01, a resolution accepting and approving replacement public highway crossing agreement among the Union Pacific Railroad Company, Sweetwater County, Wyoming and the Wyoming Department of Transportation covering the CR 37 overpass at railroad mile post 824.79 - Evanston Subdivision. *Commissioner West so moved. Commissioner Wendling seconded the motion.* The motion carried.

RESOLUTION NO. 16-09-CC-01

A RESOLUTION ACCEPTING AND APPROVING REPLACEMENT PUBLIC
HIGHWAY CROSSING AGREEMENT AMONG THE UNION PACIFIC RAILROAD
COMPANY, SWEETWATER COUNTY, WYOMING AND THE WYOMING
DEPARTMENT OF TRANSPORTATION COVERING THE CR 37 OVERPASS AT
RAILROAD MILE POST 824.79 - EVANSTON SUBDIVISION

WHEREAS, the Union Pacific Railroad Company, Sweetwater County and the Wyoming Department of Transportation, find that they shall jointly derive a benefit and advantage by reason of joining together and pooling their resources in undertaking as their project the reconstruction of the existing grade-separated public road crossing for CR 37 (DOT No. 810470U) at Railroad Mile Post 824.79- Evanston Subdivision at or near Green River , Sweetwater County, Wyoming, and

WHEREAS, the above mentioned parties desire to enter into an agreement defining the project and detailing the responsibilities of each of the parties; and

WHEREAS, the Agreement has been submitted to the Sweetwater County Commission for review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE SWEETWATER COUNTY COMMISSION:

Section 1. That the Agreement among the Union Pacific Railroad Company, Sweetwater County and the Wyoming Department of Transportation, attached hereto and by this reference made a part hereof, be and it is hereby, accepted and approved by the Sweetwater County Commission.

Section 2. That the Chair of the Sweetwater County Commission, is hereby, authorized, empowered and directed to execute said Cooperative Agreement on behalf of said County; and that the County Clerk of said County, be and he is hereby, authorized and directed to attest to said agreement, and to attach to said agreement a certified copy of this resolution.

PASSED AND APPROVED this 6th day of September, 2016.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Break

Chairman Johnson called for a break.

Request Approval of Resolution 16-09-EN-01; Accepting Public Road Dedication from Rock Springs Energy Group, LLC for a portion of Reliance Road

Public Works Director Gene Legerski presented Resolution 16-09-EN-01. Following discussion, Chairman Johnson entertained a motion to approve Resolution 16-09-EN-01, Acceptance of Public Road Dedication for Reliance Road (County Road 4-42). *Commissioner Wendling so moved. Commissioner Van Matre seconded the motion.* The motion carried.

**RESOLUTION 16-09-EN-01
ACCEPTANCE OF PUBLIC ROAD DEDICATION FOR
RELiance ROAD (COUNTY ROAD 4-42)**

WHEREAS, Rock Springs Energy Group, LLC owns property upon which a portion of Reliance Road (CR 4-42) was constructed; and,

WHEREAS, Rock Springs Energy Group, LLC has dedicated said property to Sweetwater County and the public for Reliance Road (CR 4-42); and,

WHEREAS, the Sweetwater County Board of County Commissioners finds it in the best interest of the County and the public to accept said dedication;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners accepts the public road dedication dated August 29, 2016 from Rock Springs Energy Group, LLC for a portion of Reliance Road (CR 4-42).

Dated this 6th day of September, 2016.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Other

Sweetwater Economic Development Coalition Memorandum of Understanding

Rock Springs Chamber of Commerce Economic Development Manager Kayla McDonald presented the Sweetwater Economic Development Coalition MOU. Following discussion, Chairman Johnson entertained a motion to approve the Memorandum of Understanding and authorize the Chairman to sign. *Commissioner Wendling so moved. Commissioner West seconded the motion.* The motion carried.

Request Authorization to Replace Vacant Position in the Detention Center

Sheriff Lowell presented the request to replace a vacant position in the detention center. Following discussion, Chairman Johnson entertained a motion to approve the request to fill a vacant position in the detention center as presented. *Commissioner Van Matre so moved. Commissioner Wendling seconded the motion.* The motion carried.

Executive Session(s)-Personnel/Legal

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

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

Adjourn

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

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

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

	DATE	AMOUNT	WARRANT #'S
EAL	9/9/2016	285,724.68	
EAL	9/16/2016	35,637.39	
EAL	9/20/2016	1,174,106.61	
EAL			

Check # Advice #

Payroll Run
Payroll Run
Payroll Run

Payroll:

TOTAL AMOUNT \$1,495,468.68

Vouchers in the above amount are hereby approved and ordered paid this date of 09/20/16

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
9-20-16

1. **County Clerk's Office**
2. **Sheriff's Office**
3. **Clerk of District Court**

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Attest:

Donald Van Matre, Member

Randal M. Wendling, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

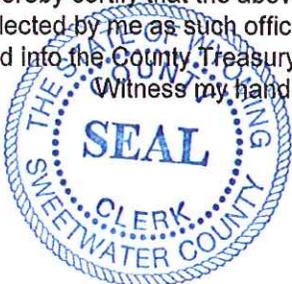
MONTHLY STATEMENT

Statement of the Earnings of Collections of STEVEN DALE DAVIS COUNTY CLERK within and for the County of Sweetwater, State of Wyoming, for the month ending August 2016 and reported to the Board of County Commissioners of said County.

COUNTY CLERK			
Recording Fees		15,554.00	
Marriage Licenses		1,200.00	
Chattel Mortgages		15,826.00	
Motor Certificates of Title	(1862 /TITLES)	27,930.00	26,068.00
Sale of County Property		-	
Miscellaneous Receipts		882.00	
Total Receipts			61,392.00
		Abandoned Vehicle	(1,862.00)
			59,530.00

STATE OF WYOMING)
) ss.
 COUNTY OF SWEETWATER)

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



Witness my hand and seal this 02 day of September 2016

/s/ Steven Dale Davis COUNTY CLERK

Donna Wardell DEPUTY

Examined and approved by the Board of County Commissioners, this _____ day of _____

Chairman

Commissioner

Commissioner

MONTHLY STATEMENT

Statement of the Earnings or Collections of Mike Lowell
 as Sheriff within and for the County of Sweetwater
 State of Wyoming, for the month ending August 31, 20 16, and reported to the
 Board of County Commissioners of said County.

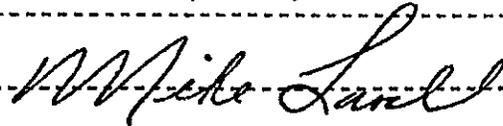
COUNTY CLERK,	Recording Fees, Marriage Licenses, Chattel Mortgages, Motor Certificates of Title, Sale of County Property, Miscellaneous Receipts, Total Receipts,		
CLERK, DISTRICT COURT,	Civil Fees, Probate Fees, Criminal fines and Costs, Miscellaneous Fees, Total Earnings,		
SHERIFF,		5661	00
ASSESSOR,			
.....			
.....			
.....			

STATE OF WYOMING)
)ss.
 County of Sweetwater)

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

WITNESS my hand and seal this 1 day of September, 20 16

Mike Lowell, County Sheriff



Monthly Statement

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

AUGUST, 2016

Reported to the Board of County Commissioners of said County.

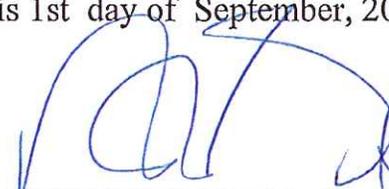
<u>CIVIL FEES</u>	\$	7,732.70
Code: DC		
<u>BOND FORFIETED</u>	\$	0.00
Code: FO		
<u>CRIMINAL FINES/COSTS</u>	\$	185.86
Code: CF		
TOTAL EARNINGS	\$	7,918.56

Clerk of District Court Check # 11139

STATE OF WYOMING
COUNTY OF SWEETWATER

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

Witness, my hand and seal this 1st day of September, 2016.


Donna Lee Bobak, Clerk of District Court



Authorization for Abate/Rebate of Ad Valorem Taxes

September 20, 2016

NOVC	TAXPAYER	ACCOUNT	TAX DIST	VALUATION	TAX YEAR	ADJUSTMENTS	REASON	A/R NUMBER
2016-0531	KERR MCGEE OIL & GAS ONSHORE LP	138979	200	-11,188	2014	-753.03	DOR	91116
	GORMAN EARL J & BETTY JO	125253	100	-475	2016	-32.10	CORRECTED REPORTED ACREAGE removed	91216
	ROCKY MOUNTAIN PIPELINE SYSTEMS LLC	102689	200	-11,239	2016	-754.88	buildings from OG acct- already State Assessed	91316
	ROCKY MOUNTAIN PIPELINE SYSTEMS LLC	116356	200	-7,725	2016	-518.86	Already State Assessed	91416
2016-0535	MEMORIAL PRODUCTION OPERATING LLC	151736	200	-7,451	2014	-501.50	DOR	91516
2016-0535	MEMORIAL PRODUCTION OPERATING LLC	151734	102	-14,447	2014	-1,003.43	DOR	91616
	FASCINATIONS INTERNET SERVICE- MONTE CHAMBERS	100918	151	-1,381	2016	-100.97	OUT OF BUSINESS	91716

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: September 20, 2016	Presenters Name: Bonnie Berry
Department or Organization: County Clerk's office	Contact Phone and E-mail: (307) 872-3762
Exact Wording for Agenda: Approval of Human Service Contracts	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 mins - Action Item
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
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
- 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) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

Authorization for Human Service Contracts
9-20-16

Western Wyoming Family Health	\$ 18,000.00
The Youth Home, Inc.	\$ 180,900.00

Human Service Contracts **\$ 198,900.00**

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Donald Van Matre, Member

Attest:

Randal M. Wendling, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

Approved by Sweetwater County Attorney's office

James P. Schermetzler, Deputy County Attorney

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, AND WESTERN WYOMING FAMILY HEALTH**

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and Western Wyoming Family Health, 809 Thompson Street, Suite A, Rock Springs, Wyoming 82901-7272.

WITNESSETH:

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

WHEREAS, Western Wyoming Family Health, hereinafter "FAMILY HEALTH", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2016 through June 30, 2017.
2. Services. FAMILY HEALTH agrees to provide the following services to residents of Sweetwater County, Wyoming:
 - a. Family Health outreach and referral services.
 - b. Comprehensive women's health care examinations and testing and treatment of sexually transmitted diseases.
 - c. Information about Family Health to clients, resource agencies, and the community at large.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$18,000.00 for FAMILY HEALTH expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the

preliminarily budgeted amount, the availability of County funds and to FAMILY HEALTH'S compliance with the terms and conditions of this Agreement.

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

5. Responsibilities of FAMILY HEALTH; FAMILY HEALTH shall:

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

b. Insure that the staff hired by FAMILY HEALTH is qualified.

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

d. Comply with all requirements for identifying eligible recipients for receiving benefits, and render services in accordance with all established guidelines, rules or regulations, to the extent funds are made available.

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

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

sessions for the discussion of personnel or client matters where permitted by applicable law.

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

h. Comply with all federal, state and local laws, rules and regulations

applicable to FAMILY HEALTH with respect to the services provided pursuant to this Agreement.

- i. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.
6. County Responsibilities: THE COUNTY shall:
- a. Consult with and advise FAMILY HEALTH as necessary with respect to the completion of FAMILY HEALTH responsibilities under this Agreement.
 - b. Make regular payments to FAMILY HEALTH based on vouchers received from FAMILY HEALTH, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to FAMILY HEALTH'S compliance with the terms and conditions of this Agreement.
7. Indemnification. FAMILY HEALTH shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages of any nature whatsoever to any person or property, arising out of the acts or omissions of FAMILY HEALTH, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.
8. County Immunity. THE COUNTY does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.
9. FAMILY HEALTH Status. FAMILY HEALTH represents that it is managed by its own independent board of trustees.
10. Assignment. FAMILY HEALTH may not assign this Agreement, or its rights, duties or obligations therein, without the prior written consent of THE COUNTY, which consent will not be withheld unreasonable.
11. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notification to the other party and subject to the

settlement of all outstanding accounts within thirty (30) days of the date of termination.

12. General Provisions.

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

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

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

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of FAMILY HEALTH:

Western Wyoming Family Health
809 Thompson Street, Suite A
Rock Springs, Wyoming 82901-7272

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

Dated this ____ day of _____ 2016.

BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY,
WYOMING

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

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this ____ day of _____ 2016.

WESTERN WYOMING
FAMILY HEALTH.

By:  _____
Title: EXECUTIVE DIRECTOR

ATTEST:

Title: _____

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, AND THE YOUTH HOME INC.**

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and Youth Home Inc., P.O. Box 2263, Rock Springs, Wyoming 82902-2263.

WITNESSETH:

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

WHEREAS, the Youth Home Inc., hereinafter "YOUTH HOME", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2016 through June 30, 2017.
2. Services. YOUTH HOME agrees to make available facilities and staff for the purpose of sheltering troubled youth in Sweetwater County, troubled youth with behavioral problems and troubled youth with significant risk of immediate contact with juvenile justice systems. YOUTH HOME retains the right to reject any youth who is inappropriate for placement as outlined in its Admissions Policy. Services to residents in Sweetwater County include:
 - a. Long-Term Care Program: Community-based residential group care designed to provide a physically and emotionally healthy atmosphere where the problems of troubled youth and their families can be decreased. Care includes, but is not limited to, proper shelter, nutrition, screening, and counseling in a home environment.
 - b. Crisis Program: Placement of youths in YOUTH HOME'S facilities up to a period of thirty (30) days per child for emergency and crisis care when authorized pursuant

to law.

3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$180,900.00 for YOUTH HOME expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to YOUTH HOME'S compliance with the terms and conditions of this Agreement.

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

5. Responsibilities of YOUTH HOME: YOUTH HOME shall:

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

b. Insure that the staff hired by YOUTH HOME is qualified.

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

d. Comply with all requirements for identifying eligible recipients for receiving benefits, and render services in accordance with all established guidelines, rules or regulations, to the extent funds are made available.

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

f. Maintain detailed minutes of all YOUTH HOME board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for checks identifying individual clients which may be consolidated so that individual clients cannot be identified. The minutes shall be made available for public inspection during regular business hours. The minutes shall comply with all applicable laws, rules and regulations concerning confidentiality of client records.

YOUTH HOME may use executive sessions for the discussion of personnel or

client matters where permitted by applicable law.

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

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

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

12. General Provisions.

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

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

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

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of YOUTH HOME:

Youth Home Inc.
P.O. Box 2263
Rock Springs, Wyoming 82902-2263

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

Dated this _____ day of _____ 2016.

BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, WYOMING

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

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this 7 day of September 2016.

YOUTH HOME INC.

By: David E. Thon
Title: Executive Director

ATTEST:

Stacy Davis

Title: Office Manager

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: September 20, 2016	Presenters Name & Title: Krisena Marchal, County Grants Manager
Department or Organization: Grants Administration	Contact Phone and E-mail: (307) 872-3888 marchalk@sweet.wy.us
Exact Wording for Agenda: Approval of the FFY 2017 Community Services Block Grant (CSBG) Contract and Subcontracts	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes - attached	Will handouts require SIGNATURES: Yes - by the Chairman (6 documents total to sign)
Additional Information:	
Requested Action:	
Motion to approve, and authorize the Chairman to sign,	
the Federal Fiscal Year 2017 Community Services Block Grant Contract, and Subcontracts	
between Sweetwater County and the Food Bank of Sweetwater County,	
Rock Springs Young At Heart, Sweetwater County School District #1,	
Sweetwater Family Resource Center, and the YWCA of Sweetwater County.	

To: Sweetwater County Commissioners

From: Krisena Marchal

Subject: BOCC Meeting 9/20/16

Approval of the FFY 2017 Community Services Block Grant (CSBG) Contract and Subcontracts

Executive Summary:

Sweetwater County has been awarded federal funding in the amount of \$184,938 for projects that were originally evaluated and recommended by the Tripartite Board to the Department of Health. The funding must be expended by September 30, 2017, and requires no cash match.

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

FFY 2017 Community Services Block Grant Budget			
	Agencies and Programs/Uses of Funding	CSBG Sub-Award	FY 2017 County Budget
1	Food Bank of Sweetwater County Provide food assistance.	16,100	19,440
2	Rock Springs Young At Heart Early Learning Center Provide childcare services while parents are working, seeking employment, or attending school.	10,980	
3	Rock Springs Young At Heart - Home Services Provide homemaker services to elderly and disabled individuals.	27,000	279,000
4	Rock Springs Young At Heart - Nutrition Provide meals and special diet food to elderly and disabled individuals.	15,720	
5	Sweetwater County School District #1 – Head Start Provide comprehensive case management to parents through a Head Start Family Advocate.	43,044	
6	Sweetwater Family Resource Center Provide housing assistance.	20,500	49,500
7	YWCA of Sweetwater County - Early Care & Learning Center Provide childcare services while parents are working, seeking employment, or attending school.	30,000	315,493
8	YWCA of Sweetwater County – Family Justice Center Program Provide rent to victims through the Family Justice Center.	11,594	
9	YWCA of Sweetwater County – Financial Empowerment Program Provide class instruction about income management and budgets.	0	
10	Sweetwater County/Sweetwater County Tripartite Board Provide oversight, monitoring, board insurance and indirect costs.	10,000	
TOTAL		\$184,938	\$663,433

Staff Notes:

Staff notes that while the YWCA's Financial Empowerment Program was not recommended for CSBG funding this next term, the YWCA's Child Care Program received double the funding. In addition, language in the Contract was modified at the request of the County Deputy Attorney (Page 11 "Sovereign Immunity").

Action Requested:

Motion to approve, and authorize the Chairman to sign, the Federal Fiscal Year 2017 Community Services Block Grant Contract, and Subcontracts between Sweetwater County and the Food Bank of Sweetwater County, Rock Springs Young At Heart, Sweetwater County School District #1, Sweetwater Family Resource Center, and the YWCA of Sweetwater County.

COMMUNITY SERVICES BLOCK GRANT POVERTY GUIDELINES

Federal Poverty Level Guidelines to be used during FFY 2017: October 1, 2016 –
September 30, 2017

Persons in Family/Household	100% Federal Poverty Level (FPL) Guideline	125% of Federal Poverty Level (FPL) Guideline
1	\$11,880	\$14,850
2	\$16,020	\$20,025
3	\$20,160	\$25,200
4	\$24,300	\$30,375
5	\$28,440	\$35,550
6	\$32,580	\$40,725
7	\$36,730	\$45,913
8	\$40,890	\$51,113
For families/households with more than 8 persons, add:	\$4,160 for each additional person to FPL amount.	\$5,200 for each additional person to FPL amount.

The figures listed above are the 2016 HHS poverty guidelines which were published in the [Federal Register](#) on January 25, 2016.

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

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Public Health Division (Agency), whose address is: 6101 Yellowstone Road, Suite 420, Cheyenne, Wyoming 82002, and Sweetwater County, concerning the Tripartite Board (Contractor), whose address is: 80 West Flaming Gorge Way, Suite 19, Green River Wyoming 82935. This Contract pertains to the Community Services Program.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide funding and oversight of the Community Services Block Grant (CSBG) program in Sweetwater County, Wyoming to assist low-income individuals and families with activities and supportive services that empower them to overcome the effects of poverty and to support their progress toward greater self-sufficiency.
3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of the Contract is from October 1, 2016, or the Effective Date, whichever is later, through September 30, 2017. 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, pursuant to Wyo. Stat. § 9-2-1016(b)(iv).

4. **Payment.** The Agency agrees to pay the Contractor for the activities/services described in Attachment A, Statement of Work, which is attached to and made part of this Contract by this reference. Total payment under this Contract shall not exceed one hundred eighty-four thousand, nine hundred thirty-eight dollars (\$184,938.00). Payment shall be made in advance quarterly with the initial payment being made upon execution of the Contract and subsequent payments being issued after twenty percent (20%) of the entire grant has been expended, forty-five percent (45%) has been expended, and the final payment shall be made after seventy percent (70%) of the entire grant allocation has been expended, as described in Attachment A, Statement of Work. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.

The maximum amount of federal funds provided under CFDA# 93.569 shall not exceed one hundred eighty-four thousand, nine hundred thirty-eight dollars (\$184,938.00).

5. **Responsibilities of Contractor.** The Contractor agrees to:
- A. The parties recognize this Contract is subject to the FFY 2017 Wyoming CSBG State Management Plan and the Contractor's FFY 2017 CSBG Application, both of which can be located for review at the Agency.
 - B. **Activities and Supportive Services.** Provide the activities and supportive services as described in Attachment A, Statement of Work.
 - C. **Annual Report.** Collect, maintain, and compile the federally required demographic, programmatic, and financial data and submit in compiled format the Information Systems (IS) Survey and the National Performance Indicator (NPI) Reports to the Agency no later than November 15, 2016.
 - D. **Eligibility Requirements.** Abide by the federal eligibility requirements of the program through an application process which requires proof of identification, residency, and proof of income that indicates the applicant(s) is at or below one hundred twenty-five percent (125%) of the FFY 2016 Federal Poverty Guidelines.
 - E. **Federal Audit Requirements.** Contractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the Uniform Grants Guidance 2 C.F.R. 200, Subpart F, Audit Requirements. If findings are made which cover any part of this Grant, Contractor shall provide one (1) copy of the audit report to Agency and require that the auditor shall not otherwise release its audit report until adjusting entries are disclosed and made to Agency's records.
 - F. **Grant Recovery.** Contractor agrees to return any unexpended grant funds to the Agency by November 15, 2017. The Agency shall also be entitled to recover from the Contractor any full or partial payment made under this Contract for: 1) any payments used for purposes not authorized, or performed outside the Contract; 2) any payments for services the Contractor is unable to provide; and 3) any payments for services the Contractor did not provide but was required to provide under the terms of this Contract.
 - G. **Monitoring.** Monitor each Subcontractor on-site at least one (1) time every three (3) year period and during years in between conduct a desk audit by phone to assure compliance with federal requirements and performance goals. Monitoring reports should be completed within sixty (60) days after the visit or phone call and copies of the report should be provided to the Subcontractor and the Agency. Any findings should be noted and required follow-up should be explained in detail. Any Subcontractor with significant findings should be placed on a Plan of Action, provided training and a follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed

within sixty (60) days after the visit and copies of the report sent to the Subcontractor and the Agency. Any consistent noncompliance issues should be reported to the Agency as appropriate.

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

6. Responsibilities of Agency. The Agency agrees to:

- A.** The parties recognize this Contract is subject to the FFY 2017 Wyoming CSBG State Management Plan and the Contractor's FFY 2017 CSBG Application, both of which can be located for review at the Agency.
- B. Consultation.** Consult with the Contractor, as necessary, regarding the requirements of this Contract.
- C. Monitor and Evaluate.** Monitor and evaluate the Contractor's compliance with the conditions set forth in this Contract.
- D. Payment.** Process payments to the Contractor in accordance with Section 4 of this Contract.

- E. **Training and Technical Assistance.** Provide training and technical assistance as necessary.

7. **Special Provisions.**

- A. **Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Contractor agrees all activities under this agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Conflicts of Interest.** Contractor shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to the Agency or a disclosure which would adversely affect the interests of the Agency. Contractor shall notify Agency of any potential or actual conflicts of interest arising during the course of the Contractor's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the Contract is terminated under this provision, the Contractor shall take steps to insure that the file, evidence, evaluation, and data are provided to Agency or its designee. This does not prohibit or affect the Contractor's ability to engage in consultations, evaluations, or representations under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

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

- D. **Construction Prohibitions.** Contractor agrees this Contract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.
- E. **Drug-Free Workplace Requirement.** Contractor agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Contractor agrees to notify the Agency if an employee is convicted of violating a criminal drug statute so the Agency can

notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.

- F. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this contract may be terminated without penalty if a private entity that receives funds under this contract:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- G. Kickbacks.** Contractor 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 Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- H. Limitations on Lobbying Activities.** By signing this agreement, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- I. Monitoring Activities.** Agency shall have the right to monitor all activities related to this agreement that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this agreement; and, to observe personnel in every phase of performance of the related work.
- J. 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. Federal law requires the Contractor to include all relevant special provisions of this agreement in every subcontract awarded over

ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- K. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this agreement, shall be paid by either party
- L. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor and related to the services and work to be performed under this agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- M. Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 C.F.R. Part 17, or 2 C.F.R. Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- N. Administration of Federal Funds.** Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200 *et seq.*, Subtitle B of Public Law 105-285, the "Community Services Block Grant Act"; C.F.R. Title 45, Part 96, Subpart I; the U.S. Department of Health and Human Services 2015 Poverty Guidelines, and/or additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- O. Copyright License and Patent Rights.** Contractor acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this agreement; and (2) any rights of copyright to which Contractor purchases ownership using funds awarded under this agreement. Contractor must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this agreement.
- P. Federal Audit Requirements.** Contractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and

compliance single audit. Contractor agrees to comply with the audit requirements of the Uniform Grants Guidance 2 C.F.R. 200, Subpart F, Audit Requirements. If findings are made which cover any part of this Grant, Contractor shall provide one (1) copy of the audit report to Agency and require that the auditor shall not otherwise release its audit report until adjusting entries are disclosed and made to Agency's records.

- Q. Non-Supplanting Certification.** Contractor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Contractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.
- R. Program Income.** Contractor shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Agency.
- S. Pro-Kids Act of 1994.** Contractor agrees to not permit smoking in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by CSBG or any other Federal programs wither directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

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

- T. Purchase of American-Made Equipment.** Contractor agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American-made.
- U. Religious Activities.** The Contractor and any Subcontractor shall not use the CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.

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 the Agency.
- D. **Audit/Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Agency to terminate this Contract to acquire similar services from another party.
- F. **Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. **Certificate of Good Standing.** Contractor shall provide to Agency a Certificate of Good Standing verifying compliance with the unemployment insurance and

workers' compensation programs before and during performing work under this Contract, if applicable.

- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and not release such information to a third party unless directed to do so by Agency.
- J. Conflicting Language.** Contract language in this document shall have precedence and control over any conflicting language contained within Attachment A, the Statement of Work, or other document incorporated by reference in this Contract. In case of conflict, any clarification must be mutually agreed upon in writing and will govern the contractual relationship between parties.
- K. Entirety of Contract.** This Contract, consisting of twelve (12) pages, and Attachment A, Statement of Work, consisting of two (2) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- L. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- M. Extensions/Renewals.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- N. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- O. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- P. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.
- Q. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the address(es) provided under this Contract.
- R. Ownership and Destruction of Documents/Information.** Agency owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative documents/information to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of documents/information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such documents/ information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- S. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

- T. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity.** The State of Wyoming and Agency do not waive sovereign immunity by entering into this Contract and the Contractor does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. §1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract. If at any time during the performance of this Contract, in the opinion of the Agency, the work is not progressing satisfactorily or within the terms of this Contract, then at the discretion of the Agency and after written notice to the Contractor, the Agency may terminate this Contract or any part of it. As of the termination date, the Contractor will be entitled to a pro rata payment for all work accomplished and accepted by the Agency; however, the Contractor shall be liable to the Agency for the entire cost of replacement services for the duration of the contract term.
- X. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- Y. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- AA. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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: WYOMING DEPARTMENT OF HEALTH

Thomas O. Forslund, Director

Date

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

Date

**CONTRACTOR:
SWEETWATER COUNTY**

Board Chairperson

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Susan G. O'Brien 157658

Susan G. O'Brien, Senior Assistant Attorney General

Aug 31, 2016

Date

*JPS
8/31/16*

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

General Description

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

Timeline and Deliverables

The following table shows specific projects, estimated number of clients to be served, amount of funding allocated to each project, and end dates. Sweetwater County through the Tripartite Board will provide nine (9) services and activities to low-income individuals and families until September 30, 2017 and will continuously pursue all options to effectively serve as many clients in need with the amount of funding granted to each project. The first payment for a quarter of the grant will be made upon execution of the Contract. Subsequent quarterly payments will be made after twenty percent (20%), forty-five percent (45%), and seventy percent (70%) of the entire grant amount has been expended and used to deliver services to the clients as described below. Up to twenty percent (20%) of the total allocation can be shifted between the services and activities categories with prior approval by the Community Services Program Manager.

Sweetwater County 2017 CSBG Projects				
Project	Program Name	Estimated Clients to be Served	Amount Funded	Grant End Date
	Description			
1	Family Resource Center	109	\$20,500.00	9/30/2017
	Provide housing assistance.			
2	Food Bank	1,257	\$16,100.00	9/30/2017
	Provide food assistance.			
3	Sweetwater County – Administration	N/A	\$10,000.00	9/30/2017
	Provide oversight, monitoring, and indirect costs.			
4	Sweetwater School District #1/ Head Start	60	\$43,044.00	9/30/2017
	Provide comprehensive case management to parents through a Head Start Family Advocate.			
5	Young at Heart – Early Learning Center	3	\$10,980.00	9/30/2017
	Provide childcare services while parents are working, seeking employment, or attending school.			
6	Young at Heart – Home Services	35	\$27,000.00	9/30/2017
	Provide homemaker services to elderly and disabled individuals.			
7	Young at Heart – Nutrition	15	\$15,720.00	9/30/2017
	Provide meals and special diet food to senior citizens and disabled individuals.			
8	Young Women’s Christian Association (YWCA) – Early Care & Learning Center	25	\$30,000.00	9/30/2017

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

	Provide childcare services while parents are working, seeking employment, or attending school.			
9	Young Women's Christian Association (YWCA) – Family Justice Center Program	7	\$11,594.00	9/30/2017
	Provide rent and utility payments for victims through the Family Justice Center.			
TOTALS		1,511	\$184,938.00	9/30/2017

**FFY 2017 COMMUNITY SERVICES BLOCK GRANT SUBCONTRACT
BETWEEN
SWEETWATER COUNTY AND
FOOD BANK OF SWEETWATER COUNTY**

Amount: \$16,100.00

Period: Effective date through September 30, 2017

CFDA#: 93.569

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

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

2. **Purpose.** This Subcontract pertains to the Community Services Block Grant (CSBG). The purpose of this Subcontract is to set forth the terms and conditions by which the Subcontractor shall provide services in Sweetwater County, Wyoming to assist low-income individuals and families to overcome the effects of poverty, and to support their progress toward greater self-sufficiency.
3. **Term of Subcontract and Required Approvals.** This Subcontract is effective when all parties have executed it, and all required approvals have been granted (Effective Date). The term of this Subcontract is from the Effective Date through September 30, 2017. All services shall be completed during this term.
4. **Payment.** The Contractor agrees to pay the Subcontractor for the services described in Attachment A, Statement of Work, which is attached to and made part of this Subcontract by this reference. The total payment under this Subcontract shall not exceed Sixteen Thousand One Hundred Dollars (\$16,100.00). Payment shall be made through the Sweetwater County Grants Department on Sweetwater County vouchers with an invoice(s) dated no more than two months prior to the date of receipt by the Sweetwater County Grants Department unless otherwise permitted in writing.

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

Should the Subcontractor fail to perform in a manner consistent with the terms and conditions set forth in this Subcontract, payment under this Subcontract may be withheld until such time as the Subcontractor performs its duties and responsibilities to the satisfaction of Contractor.

The source of federal funds for this Subcontract is CFDA# 93.569.

5. **Responsibilities of Subcontractor.** The Subcontractor agrees to:
- A. The parties recognize this Subcontract is subject to the FFY 2017 Wyoming CSBG State Management Plan and the Contractor's FFY 2017 CSBG Application, both of which can be located for review at the Agency.
 - B. **Activities and Supportive Services.** Provide the activities and supportive services as described in Attachment A, Statement of Work, which is attached to and made a part of this Subcontract by this reference.
 - C. **Annual Report.** Collect, maintain, and compile federally required demographic, programmatic, and financial data and submit in compiled format the Information Systems (IS) Survey and National Performance Indicator (NPI) Reports to the Contractor no later than November 1, 2017.
 - D. **Eligibility Requirements.** Subcontractor agrees to abide by the federal eligibility requirements of the program through an application process which requires proof of identification, residency, and, proof of income that indicates the applicant(s) is at or below one hundred twenty-five percent (125%) of the FFY 2016 Federal Poverty Guidelines. Subcontractor shall utilize the Community Services Block Grant (CSBG) Application for Assistance, Community Services Block Grant Eligibility Requirements Form, Homeless Youth Application (if applicable), and any other forms as communicated by the Contractor.
 - E. **Federal Audit Requirements.** Subcontractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subcontractor agrees to comply with the audit requirements of the Uniform Grants Guidance 2 C.F.R. 200, Subpart F, Audit Requirements. If findings are made which cover any part of this Subcontract, Subcontractor shall provide one (1) copy of the audit report to Contractor and require that the auditor shall not otherwise release its audit report until adjusting entries are disclosed and made to the Subcontractor's records.
 - F. **Grant Recovery.** The Contractor shall be entitled to recover from the Subcontractor any full or partial payment made under this Contract for: 1) any payments used for purposes not authorized, or performed outside the Subcontract; 2) any payments for services the Subcontractor is unable to provide; and 3) any payments for services the Subcontractor did not provide but was required to provide under the terms of this Subcontract.
 - G. **Monitoring.** Contractor shall monitor the Subcontractor on-site at least one (1) time every three (3) year period and during years in between conduct a desk audit by phone or email to assure compliance with federal requirements and performance goals. Monitoring reports should be completed within 60 days after the visit or phone call and copies of the report should be provided to the Subcontractor and the Agency. Any findings should be noted and required follow-up should be explained in detail. Any Subcontractor with significant findings should be placed on a Plan of Action, provided training and a follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within 60 days after the visit and copies of the report sent to the Subcontractor and the Agency. Any consistent noncompliance issues should be reported to the Agency as appropriate.

- H. **Monthly Expenditure Report.** Subcontractor shall submit a monthly expenditure report detailing the preceding month's expenses, year-to-date expenses, expenses for the grant term, and percent expended by line item, as approved and submitted in the Subcontractor application.
- I. **Monthly Programmatic Report.** Subcontractor shall submit programmatic detail reports each month for the preceding month. These reports shall indicate the number of unduplicated clients served for the current month during this grant term. This report will also include the total amount of clients served and services provided for the current month and year-to-date for the grant term. Youth (ages 12-18) and seniors (55+) should be reported by the number served during the month and the amount spent on their CSBG related activities and/or services.
- J. **Retention of Records.** Subcontractor shall maintain records, documents, and other evidence which sufficiently reflects all expenditures under this Subcontract for a period of six (6) years after the termination of the Subcontract. Such records shall be made available to the Contractor or its designee, or the appropriate federal Agency for review and audit.
- K. **Time Analysis Allocation.** Subcontractor shall conduct a time analysis allocation for any position dually-funded from other sources of funds to account for apportioned time charged against this Subcontract.

6. **Responsibilities of Contractor.**

- A. The parties recognize this Subcontract is subject to the FFY 2017 Wyoming CSBG State Management Plan and the Contractor's FFY 2017 CSBG Application, both of which can be located for review at the Agency.
- B. **Consultation.** Consult with the Subcontractor, as necessary, regarding the requirements of this Subcontract.
- C. **Monitor and Evaluate.** Monitor and evaluate the Subcontractor's compliance with the conditions set forth in this Subcontract.
- D. **Payment.** Process payments to the Subcontractor in accordance with Section 4 of this Subcontract.
- E. **Training and Technical Assistance.** Provide training and technical assistance as necessary.

7. **Special Provisions.**

- A. **Assumption of Risk.** Subcontractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. The Contractor shall notify the Subcontractor of any state or federal determination of noncompliance.

- B. Environmental Policy Acts.** Subcontractor agrees all activities under this agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. Conflicts of Interest.** Subcontractor shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to the Contractor or a disclosure which would adversely affect the interests of the Contractor. Subcontractor shall notify Contractor of any potential or actual conflicts of interest arising during the course of the Subcontractor's performance under this Subcontract. This Subcontract may be terminated in the event a conflict of interest arises. Termination of the Subcontract will be subject to a mutual settlement of accounts. In the event the Subcontract is terminated under this provision, the Subcontractor shall take steps to insure that the file, evidence, evaluation, and data are provided to Contractor or its designee. This does not prohibit or affect the Subcontractor's ability to engage in consultations, evaluations, or representations under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

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

- D. Construction Prohibitions.** Subcontractor agrees this Subcontract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.
- E. Drug-Free Workplace Requirement.** Subcontractor agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Subcontractor agrees to notify the Contractor if an employee is convicted of violating a criminal drug statute so the Contractor can notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.
- F. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Subcontract may be terminated without penalty if a private entity that receives funds under this Subcontract:
- (i) Engages in severe forms of trafficking in persons during the period of time that the Subcontract is in effect;
 - (ii) Procures a commercial sex act during the period of time that the Subcontract is in effect; or

(iii) Uses forced labor in the performance of the Subcontract or subawards.

- G. Kickbacks.** Subcontractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Subcontract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Subcontract. If Subcontractor breaches or violates this warranty, Contractor may, at its discretion, terminate this Subcontract without liability to Contractor, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- H. Limitations on Lobbying Activities.** By signing this Subcontract, Subcontractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subcontractor or its subcontractors in connection with lobbying member(s) of Congress, or any other federal Contractor in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- I. Monitoring Activities.** Contractor shall have the right to monitor all activities related to this Subcontract that are performed by Subcontractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Subcontract; and, to observe personnel in every phase of performance of the related work.
- J. Nondiscrimination.** The Subcontractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Subcontract. Federal law requires the Subcontractor to include all relevant special provisions of this Subcontract in every subcontract awarded over Ten Thousand Dollars (\$10,000.00) so that such provisions are binding on each subcontractor.
- K. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of the Subcontract, shall be paid by either party.
- L. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Subcontractor and related to the services and work to be performed under this Subcontract, shall identify Wyoming Department of Health, Public Health Division and Sweetwater County as the sponsoring agencies and shall not be released without prior written approval of Contractor.
- M. Suspension and Debarment.** By signing this Subcontract, Subcontractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from

federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Subcontract suspended, debarred, or voluntarily excluded by any federal department or Contractor in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or 2 C.F.R. Part 180, or are on the disbarred, or otherwise ineligible vendors lists maintained by the federal government. Further, Subcontractor agrees to notify Contractor by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Subcontract.

- N. Administration of Federal Funds.** Subcontractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200 *et seq.*; Subtitle B of Public Law 105-285, the "Community Services Block Grant Act"; C.F.R. Title 45, Part 96, Subpart I; the U.S. Department of Health and Human Services 2015 Poverty Guidelines; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Contractor.
- O. Copyright License and Patent Rights.** Subcontractor acknowledges that federal grantor, the State of Wyoming, Agency and Contractor reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Subcontract; and (2) any rights of copyright to which Subcontractor purchases ownership using funds awarded under this Subcontract. Subcontractor must consult with Contractor regarding any patent rights that arise from, or are purchased with, funds awarded under this Subcontract.
- P. Federal Audit Requirements.** Subcontractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subcontractor agrees to comply with the audit requirements of the Uniform Grants Guidance 2 C.F.R. 200, Subpart F, Audit Requirements. If findings are made which cover any part of this Subcontract, Subcontractor shall provide one (1) copy of the audit report to Contractor and require that the auditor shall not otherwise release its audit report until adjusting entries are disclosed and made to the Subcontractor's records.
- Q. Non-Supplanting Certification.** Subcontractor hereby affirms that federal Subcontractor funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subcontractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Subcontract.
- R. Program Income.** Subcontractor shall not deposit Subcontractor funds in an interest bearing account without prior approval of Contractor. Any income attributable to the Subcontractor funds distributed under this Subcontract must be used to increase the scope of the program or returned to Contractor.
- S. Pro-Kids Act of 1994.** Subcontractor agrees to not permit smoking in any portion of any

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

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

- T. Purchase of American-Made Equipment.** Subcontractor agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American-made.
- U. Religious Activities.** The Subcontractor and any entity hired by the Subcontractor shall not use the CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Subcontract which are mutually agreed upon by the parties to this Subcontract shall be incorporated by written instrument, executed, and signed by all parties to this Subcontract.
- B. Applicable Law/Venue.** The construction, interpretation, and enforcement of this Subcontract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Subcontract and the parties, and the venue shall be the Third Judicial District, Sweetwater County, Wyoming.
- C. Assignment/Subcontract Not Used As Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Subcontract without the prior written consent of the other party. The Subcontractor shall not use this Subcontract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Contractor.
- D. Audit/Access to Records.** The Contractor and its representatives shall have access to any books, documents, papers, electronic data and records of the Subcontractor which are pertinent to this Subcontract. The Subcontractor shall immediately, upon receiving written instruction from the Contractor, provide to any independent auditor or accountant all books, documents, papers, electronic data and records of the Subcontractor which are

pertinent to this Subcontract. The Subcontractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Contractor.

- E. Availability of Funds.** Each payment obligation of the Contractor is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Subcontract, the Subcontract may be terminated by the Contractor at the end of the period for which the funds are available. The Contractor shall notify the Subcontractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Contractor in the event this provision is exercised, and the Contractor shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Contractor to terminate this Subcontract to acquire similar services from another party.
- F. Award of Related Contracts.** The Contractor may award supplemental or successor contracts for work related to this Subcontract. The Subcontractor shall cooperate fully with other contractors and the Contractor in all such cases.
- G. Certificate of Good Standing.** Subcontractor shall provide to Contractor a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior and during performing work under this Subcontract, if applicable.
- H. Compliance with Laws.** The Subcontractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Subcontract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Subcontractor in the performance of this Subcontract shall be kept confidential by the Subcontractor unless written permission is granted by the Wyoming Department of Health through the Contractor for its release. If and when Subcontractor receives a request for information subject to this Subcontract, Subcontractor shall notify Contractor within ten (10) days of such request and not release information to a third party unless directed to do so by Contractor.
- J. Conflicting Language.** Contract language in this document shall have precedence and control over any conflicting language contained within Attachment A, the Statement of Work, or any other document incorporated by reference in this Contract. In case of conflict, any clarification must be mutually agreed upon in writing and will govern the contractual relationship between parties.
- K. Entirety of Subcontract.** This Subcontract, consisting of twelve (12) pages, and Attachment A, Statement of Work, consisting of one (1) page, represents the entire and integrated Subcontract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

- L. **Ethics.** Subcontractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing Contractor's profession.
- M. **Extensions of Subcontract.** Nothing in this Subcontract shall be interpreted or deemed to create an expectation that this Subcontract will be extended beyond the term described herein.
- N. **Force Majeure.** Neither party shall be liable for failure to perform under this Subcontract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- O. **Indemnification.** Each party to this Subcontract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- P. **Independent Contractor.** The Subcontractor shall function as an independent contractor for the purposes of this Subcontract and shall not be considered an employee of Sweetwater County for any purpose. The Subcontractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Subcontractor in fulfilling the terms of this Subcontract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Subcontract. Nothing in this Subcontract shall be interpreted as authorizing the Subcontractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Contractor or to incur any obligation of any kind on the behalf of the State of Wyoming or the Contractor. The Subcontractor agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to the State of Wyoming employees will inure to the benefit of the Subcontractor or the Subcontractor's agents and/or employees as a result of this Subcontract.
- Q. **Notices.** All notices arising out of, or from, the provisions of this Subcontract shall be in writing either by regular mail or delivery in person at the address provided under this Subcontract.
- R. **Ownership and Destruction of Documents/Information.** The Wyoming Department of Health owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Subcontractor in the performance of this Subcontract. Upon termination of services, for any reason, Subcontractor agrees to return all such original and derivative information/documents to the Contractor in a useable format. In the case of electronic transmission, such transmission shall be

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

- S. Prior Approval.** This Subcontract shall not be binding upon either party and no services shall be performed until this Subcontract has been reduced to writing, and approved as to form by the Sweetwater County Attorney's Office.
- T. Severability.** Should any portion of this Subcontract be judicially determined to be illegal or unenforceable, the remainder of the Subcontract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- U. Sovereign Immunity.** The Contractor and the State of Wyoming do not waive sovereign or governmental immunity by entering into this Subcontract and specifically retain all immunities and all defenses available to them pursuant to Wyoming Statute 1-39-104(a) and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Subcontract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. Taxes.** The Subcontractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. Termination of Subcontract.** This Subcontract may be terminated, without cause, by either party upon thirty (30) days written notice. This Subcontract may be terminated immediately for cause if the Subcontractor fails to perform in accordance with the terms and conditions of this Subcontract. If at any time during the performance of this Subcontract, in the opinion of the Contractor, the work is not progressing satisfactorily or within the terms of this Subcontract, then at the discretion of the Contractor and after written notice to the Subcontractor, the Contractor may terminate this Subcontract or any part of it. As of the termination date, the Subcontractor will be entitled to a pro rata payment for all work accomplished and accepted by the Contractor; however, the Subcontractor shall be liable to the Contractor for the entire cost of replacement services for the duration of the Subcontract term.
- X. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Subcontract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Subcontract shall operate only between the parties to the Subcontract and shall inure solely to the benefit of the parties to this Subcontract. The provisions of this Subcontract are intended only to assist the parties determining and performing their obligations under this Subcontract.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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

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

CONTRACTOR: SWEETWATER COUNTY

Wally J. Johnson, Chairman
Sweetwater County Commission

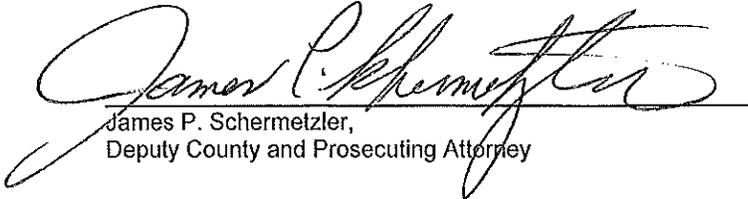
Date

ATTEST:

Dale Davis
Sweetwater County Clerk

Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM



James P. Schermetzler,
Deputy County and Prosecuting Attorney

9/19/16
Date

SUBCONTRACTOR: FOOD BANK OF SWEETWATER COUNTY

Name and Title

Date

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

General Description

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

Timeline and Deliverables

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

Program Name and Description	Estimated Clients to Be Served	Amount Funded	Grant End Date
Food Bank of Sweetwater County	1,257	\$16,100.00	9/30/2017
Provide food assistance.			

**FFY 2017 COMMUNITY SERVICES BLOCK GRANT SUBCONTRACT
BETWEEN
SWEETWATER COUNTY AND
SWEETWATER FAMILY RESOURCE CENTER**

Amount: \$20,500.00

Period: Effective date through September 30, 2017

CFDA#: 93.569

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

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

2. **Purpose.** This Subcontract pertains to the Community Services Block Grant (CSBG). The purpose of this Subcontract is to set forth the terms and conditions by which the Subcontractor shall provide services in Sweetwater County, Wyoming to assist low-income individuals and families to overcome the effects of poverty, and to support their progress toward greater self-sufficiency.
3. **Term of Subcontract and Required Approvals.** This Subcontract is effective when all parties have executed it, and all required approvals have been granted (Effective Date). The term of this Subcontract is from the Effective Date through September 30, 2017. All services shall be completed during this term.
4. **Payment.** The Contractor agrees to pay the Subcontractor for the services described in Attachment A, Statement of Work, which is attached to and made part of this Subcontract by this reference. The total payment under this Subcontract shall not exceed Twenty Thousand Five Hundred Dollars (\$20,500.00). Payment shall be made through the Sweetwater County Grants Department on Sweetwater County vouchers with an invoice(s) dated no more than two months prior to the date of receipt by the Sweetwater County Grants Department unless otherwise permitted in writing.

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

Should the Subcontractor fail to perform in a manner consistent with the terms and conditions set forth in this Subcontract, payment under this Subcontract may be withheld until such time as the Subcontractor performs its duties and responsibilities to the satisfaction of Contractor.

The source of federal funds for this Subcontract is CFDA# 93.569.

5. **Responsibilities of Subcontractor.** The Subcontractor agrees to:
- A. The parties recognize this Subcontract is subject to the FFY 2017 Wyoming CSBG State Management Plan and the Contractor's FFY 2017 CSBG Application, both of which can be located for review at the Agency.
 - B. **Activities and Supportive Services.** Provide the activities and supportive services as described in Attachment A, Statement of Work, which is attached to and made a part of this Subcontract by this reference.
 - C. **Annual Report.** Collect, maintain, and compile federally required demographic, programmatic, and financial data and submit in compiled format the Information Systems (IS) Survey and National Performance Indicator (NPI) Reports to the Contractor no later than November 1, 2017.
 - D. **Eligibility Requirements.** Subcontractor agrees to abide by the federal eligibility requirements of the program through an application process which requires proof of identification, residency, and, proof of income that indicates the applicant(s) is at or below one hundred twenty-five percent (125%) of the FFY 2016 Federal Poverty Guidelines. Subcontractor shall utilize the Community Services Block Grant (CSBG) Application for Assistance, Community Services Block Grant Eligibility Requirements Form, Homeless Youth Application (if applicable), and any other forms as communicated by the Contractor.
 - E. **Federal Audit Requirements.** Subcontractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subcontractor agrees to comply with the audit requirements of the Uniform Grants Guidance 2 C.F.R. 200, Subpart F, Audit Requirements. If findings are made which cover any part of this Subcontract, Subcontractor shall provide one (1) copy of the audit report to Contractor and require that the auditor shall not otherwise release its audit report until adjusting entries are disclosed and made to the Subcontractor's records.
 - F. **Grant Recovery.** The Contractor shall be entitled to recover from the Subcontractor any full or partial payment made under this Contract for: 1) any payments used for purposes not authorized, or performed outside the Subcontract; 2) any payments for services the Subcontractor is unable to provide; and 3) any payments for services the Subcontractor did not provide but was required to provide under the terms of this Subcontract.
 - G. **Monitoring.** Contractor shall monitor the Subcontractor on-site at least one (1) time every three (3) year period and during years in between conduct a desk audit by phone or email to assure compliance with federal requirements and performance goals. Monitoring reports should be completed within 60 days after the visit or phone call and copies of the report should be provided to the Subcontractor and the Agency. Any findings should be noted and required follow-up should be explained in detail. Any Subcontractor with significant findings should be placed on a Plan of Action, provided training and a follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within 60 days after the visit and copies of the report sent to the Subcontractor and the Agency. Any consistent noncompliance issues should be reported to the Agency as appropriate.

- H. **Monthly Expenditure Report.** Subcontractor shall submit a monthly expenditure report detailing the preceding month's expenses, year-to-date expenses, expenses for the grant term, and percent expended by line item, as approved and submitted in the Subcontractor application.
- I. **Monthly Programmatic Report.** Subcontractor shall submit programmatic detail reports each month for the preceding month. These reports shall indicate the number of unduplicated clients served for the current month during this grant term. This report will also include the total amount of clients served and services provided for the current month and year-to-date for the grant term. Youth (ages 12-18) and seniors (55+) should be reported by the number served during the month and the amount spent on their CSBG related activities and/or services.
- J. **Retention of Records.** Subcontractor shall maintain records, documents, and other evidence which sufficiently reflects all expenditures under this Subcontract for a period of six (6) years after the termination of the Subcontract. Such records shall be made available to the Contractor or its designee, or the appropriate federal Agency for review and audit.
- K. **Time Analysis Allocation.** Subcontractor shall conduct a time analysis allocation for any position dually-funded from other sources of funds to account for apportioned time charged against this Subcontract.

6. **Responsibilities of Contractor.**

- A. The parties recognize this Subcontract is subject to the FFY 2017 Wyoming CSBG State Management Plan and the Contractor's FFY 2017 CSBG Application, both of which can be located for review at the Agency.
- B. **Consultation.** Consult with the Subcontractor, as necessary, regarding the requirements of this Subcontract.
- C. **Monitor and Evaluate.** Monitor and evaluate the Subcontractor's compliance with the conditions set forth in this Subcontract.
- D. **Payment.** Process payments to the Subcontractor in accordance with Section 4 of this Subcontract.
- E. **Training and Technical Assistance.** Provide training and technical assistance as necessary.

7. **Special Provisions.**

- A. **Assumption of Risk.** Subcontractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. The Contractor shall notify the Subcontractor of any state or federal determination of noncompliance.

B. Environmental Policy Acts. Subcontractor agrees all activities under this agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

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

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

D. Construction Prohibitions. Subcontractor agrees this Subcontract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.

E. Drug-Free Workplace Requirement. Subcontractor agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Subcontractor agrees to notify the Contractor if an employee is convicted of violating a criminal drug statute so the Contractor can notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.

F. Human Trafficking. As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Subcontract may be terminated without penalty if a private entity that receives funds under this Subcontract:

- (i) Engages in severe forms of trafficking in persons during the period of time that the Subcontract is in effect;
- (ii) Procures a commercial sex act during the period of time that the Subcontract is in effect; or

- (iii) Uses forced labor in the performance of the Subcontract or subawards.
- G. Kickbacks.** Subcontractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Subcontract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Subcontract. If Subcontractor breaches or violates this warranty, Contractor may, at its discretion, terminate this Subcontract without liability to Contractor, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- H. Limitations on Lobbying Activities.** By signing this Subcontract, Subcontractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subcontractor or its subcontractors in connection with lobbying member(s) of Congress, or any other federal Contractor in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- I. Monitoring Activities.** Contractor shall have the right to monitor all activities related to this Subcontract that are performed by Subcontractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Subcontract; and, to observe personnel in every phase of performance of the related work.
- J. Nondiscrimination.** The Subcontractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Subcontract. Federal law requires the Subcontractor to include all relevant special provisions of this Subcontract in every subcontract awarded over Ten Thousand Dollars (\$10,000.00) so that such provisions are binding on each subcontractor.
- K. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of the Subcontract, shall be paid by either party.
- L. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Subcontractor and related to the services and work to be performed under this Subcontract, shall identify Wyoming Department of Health, Public Health Division and Sweetwater County as the sponsoring agencies and shall not be released without prior written approval of Contractor.
- M. Suspension and Debarment.** By signing this Subcontract, Subcontractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from

federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Subcontract suspended, debarred, or voluntarily excluded by any federal department or Contractor in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or 2 C.F.R. Part 180, or are on the disbarred, or otherwise ineligible vendors lists maintained by the federal government. Further, Subcontractor agrees to notify Contractor by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Subcontract.

- N. Administration of Federal Funds.** Subcontractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200 *et seq.*; Subtitle B of Public Law 105-285, the "Community Services Block Grant Act"; C.F.R. Title 45, Part 96, Subpart I; the U.S. Department of Health and Human Services 2015 Poverty Guidelines; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Contractor.
- O. Copyright License and Patent Rights.** Subcontractor acknowledges that federal grantor, the State of Wyoming, Agency and Contractor reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Subcontract; and (2) any rights of copyright to which Subcontractor purchases ownership using funds awarded under this Subcontract. Subcontractor must consult with Contractor regarding any patent rights that arise from, or are purchased with, funds awarded under this Subcontract.
- P. Federal Audit Requirements.** Subcontractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subcontractor agrees to comply with the audit requirements of the Uniform Grants Guidance 2 C.F.R. 200, Subpart F, Audit Requirements. If findings are made which cover any part of this Subcontract, Subcontractor shall provide one (1) copy of the audit report to Contractor and require that the auditor shall not otherwise release its audit report until adjusting entries are disclosed and made to the Subcontractor's records.
- Q. Non-Supplanting Certification.** Subcontractor hereby affirms that federal Subcontractor funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subcontractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Subcontract.
- R. Program Income.** Subcontractor shall not deposit Subcontractor funds in an interest bearing account without prior approval of Contractor. Any income attributable to the Subcontractor funds distributed under this Subcontract must be used to increase the scope of the program or returned to Contractor.
- S. Pro-Kids Act of 1994.** Subcontractor agrees to not permit smoking in any portion of any

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

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

- T. **Purchase of American-Made Equipment.** Subcontractor agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American-made.
- U. **Religious Activities.** The Subcontractor and any entity hired by the Subcontractor shall not use the CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Subcontract which are mutually agreed upon by the parties to this Subcontract shall be incorporated by written instrument, executed, and signed by all parties to this Subcontract.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Subcontract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Subcontract and the parties, and the venue shall be the Third Judicial District, Sweetwater County, Wyoming.
- C. **Assignment/Subcontract Not Used As Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Subcontract without the prior written consent of the other party. The Subcontractor shall not use this Subcontract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Contractor.
- D. **Audit/Access to Records.** The Contractor and its representatives shall have access to any books, documents, papers, electronic data and records of the Subcontractor which are pertinent to this Subcontract. The Subcontractor shall immediately, upon receiving written instruction from the Contractor, provide to any independent auditor or accountant all books, documents, papers, electronic data and records of the Subcontractor which are

pertinent to this Subcontract. The Subcontractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Contractor.

- E. Availability of Funds.** Each payment obligation of the Contractor is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Subcontract, the Subcontract may be terminated by the Contractor at the end of the period for which the funds are available. The Contractor shall notify the Subcontractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Contractor in the event this provision is exercised, and the Contractor shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Contractor to terminate this Subcontract to acquire similar services from another party.
- F. Award of Related Contracts.** The Contractor may award supplemental or successor contracts for work related to this Subcontract. The Subcontractor shall cooperate fully with other contractors and the Contractor in all such cases.
- G. Certificate of Good Standing.** Subcontractor shall provide to Contractor a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior and during performing work under this Subcontract, if applicable.
- H. Compliance with Laws.** The Subcontractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Subcontract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Subcontractor in the performance of this Subcontract shall be kept confidential by the Subcontractor unless written permission is granted by the Wyoming Department of Health through the Contractor for its release. If and when Subcontractor receives a request for information subject to this Subcontract, Subcontractor shall notify Contractor within ten (10) days of such request and not release information to a third party unless directed to do so by Contractor.
- J. Conflicting Language.** Contract language in this document shall have precedence and control over any conflicting language contained within Attachment A, the Statement of Work, or any other document incorporated by reference in this Contract. In case of conflict, any clarification must be mutually agreed upon in writing and will govern the contractual relationship between parties.
- K. Entirety of Subcontract.** This Subcontract, consisting of twelve (12) pages, and Attachment A, Statement of Work, consisting of one (1) page, represents the entire and integrated Subcontract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

- L. **Ethics.** Subcontractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing Contractor's profession.
- M. **Extensions of Subcontract.** Nothing in this Subcontract shall be interpreted or deemed to create an expectation that this Subcontract will be extended beyond the term described herein.
- N. **Force Majeure.** Neither party shall be liable for failure to perform under this Subcontract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- O. **Indemnification.** Each party to this Subcontract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- P. **Independent Contractor.** The Subcontractor shall function as an independent contractor for the purposes of this Subcontract and shall not be considered an employee of Sweetwater County for any purpose. The Subcontractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Subcontractor in fulfilling the terms of this Subcontract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Subcontract. Nothing in this Subcontract shall be interpreted as authorizing the Subcontractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Contractor or to incur any obligation of any kind on the behalf of the State of Wyoming or the Contractor. The Subcontractor agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to the State of Wyoming employees will inure to the benefit of the Subcontractor or the Subcontractor's agents and/or employees as a result of this Subcontract.
- Q. **Notices.** All notices arising out of, or from, the provisions of this Subcontract shall be in writing either by regular mail or delivery in person at the address provided under this Subcontract.
- R. **Ownership and Destruction of Documents/Information.** The Wyoming Department of Health owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Subcontractor in the performance of this Subcontract. Upon termination of services, for any reason, Subcontractor agrees to return all such original and derivative information/documents to the Contractor in a useable format. In the case of electronic transmission, such transmission shall be

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

- S. **Prior Approval.** This Subcontract shall not be binding upon either party and no services shall be performed until this Subcontract has been reduced to writing, and approved as to form by the Sweetwater County Attorney's Office.
- T. **Severability.** Should any portion of this Subcontract be judicially determined to be illegal or unenforceable, the remainder of the Subcontract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- U. **Sovereign Immunity.** The Contractor and the State of Wyoming do not waive sovereign or governmental immunity by entering into this Subcontract and specifically retain all immunities and all defenses available to them pursuant to Wyoming Statute 1-39-104(a) and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Subcontract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. **Taxes.** The Subcontractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. **Termination of Subcontract.** This Subcontract may be terminated, without cause, by either party upon thirty (30) days written notice. This Subcontract may be terminated immediately for cause if the Subcontractor fails to perform in accordance with the terms and conditions of this Subcontract. If at any time during the performance of this Subcontract, in the opinion of the Contractor, the work is not progressing satisfactorily or within the terms of this Subcontract, then at the discretion of the Contractor and after written notice to the Subcontractor, the Contractor may terminate this Subcontract or any part of it. As of the termination date, the Subcontractor will be entitled to a pro rata payment for all work accomplished and accepted by the Contractor; however, the Subcontractor shall be liable to the Contractor for the entire cost of replacement services for the duration of the Subcontract term.
- X. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Subcontract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Subcontract shall operate only between the parties to the Subcontract and shall inure solely to the benefit of the parties to this Subcontract. The provisions of this Subcontract are intended only to assist the parties determining and performing their obligations under this Subcontract.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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

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

CONTRACTOR: SWEETWATER COUNTY

Wally J. Johnson, Chairman
Sweetwater County Commission

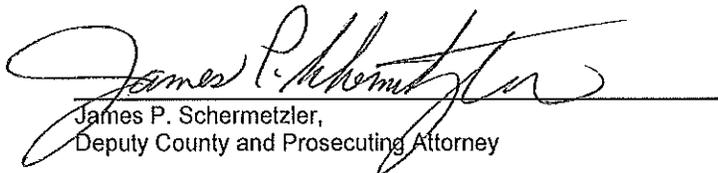
Date

ATTEST:

Dale Davis
Sweetwater County Clerk

Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM


James P. Schermetzler,
Deputy County and Prosecuting Attorney

9/9/16
Date

SUBCONTRACTOR: SWEETWATER FAMILY RESOURCE CENTER

Name and Title

Date

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

General Description

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

Timeline and Deliverables

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

Program Name and Description	Estimated Clients to Be Served	Amount Funded	Grant End Date
Sweetwater Family Resource Center	109	\$20,500.00	9/30/2017
Provide housing assistance.			

**FFY 2017 COMMUNITY SERVICES BLOCK GRANT SUBCONTRACT
BETWEEN
SWEETWATER COUNTY AND
YOUNG WOMEN'S CHRISTIAN ASSOCIATION (YWCA)
OF SWEETWATER COUNTY**

Amount: \$30,000.00 Early Care & Learning Center
Amount: \$11,594.00 Family Justice Center Program
Period: Effective date through September 30, 2017
CFDA#: 93.569

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

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

2. **Purpose.** This Subcontract pertains to the Community Services Block Grant (CSBG). The purpose of this Subcontract is to set forth the terms and conditions by which the Subcontractor shall provide services in Sweetwater County, Wyoming to assist low-income individuals and families to overcome the effects of poverty, and to support their progress toward greater self-sufficiency.
3. **Term of Subcontract and Required Approvals.** This Subcontract is effective when all parties have executed it, and all required approvals have been granted (Effective Date). The term of this Subcontract is from the Effective Date through September 30, 2017. All services shall be completed during this term.
4. **Payment.** The Contractor agrees to pay the Subcontractor for the services described in Attachment A, Statement of Work, which is attached to and made part of this Subcontract by this reference. The total payment under this Subcontract shall not exceed Forty-One Thousand Five Hundred Ninety-Four Dollars (\$41,594.00). Payment shall be made through the Sweetwater County Grants Department on Sweetwater County vouchers with an invoice(s) dated no more than two months prior to the date of receipt by the Sweetwater County Grants Department unless otherwise permitted in writing.

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

Should the Subcontractor fail to perform in a manner consistent with the terms and conditions set forth in this Subcontract, payment under this Subcontract may be withheld until such time as the Subcontractor performs its duties and responsibilities to the satisfaction of Contractor.

The source of federal funds for this Subcontract is CFDA# 93.569.

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

- A. The parties recognize this Subcontract is subject to the FFY 2017 Wyoming CSBG State Management Plan and the Contractor's FFY 2017 CSBG Application, both of which can be located for review at the Agency.
- B. **Activities and Supportive Services.** Provide the activities and supportive services as described in Attachment A, Statement of Work, which is attached to and made a part of this Subcontract by this reference.
- C. **Annual Report.** Collect, maintain, and compile federally required demographic, programmatic, and financial data and submit in compiled format the Information Systems (IS) Survey and National Performance Indicator (NPI) Reports to the Contractor no later than November 1, 2017.
- D. **Eligibility Requirements.** Subcontractor agrees to abide by the federal eligibility requirements of the program through an application process which requires proof of identification, residency, and, proof of income that indicates the applicant(s) is at or below one hundred twenty-five percent (125%) of the FFY 2016 Federal Poverty Guidelines. Subcontractor shall utilize the Community Services Block Grant (CSBG) Application for Assistance, Community Services Block Grant Eligibility Requirements Form, Homeless Youth Application (if applicable), and any other forms as communicated by the Contractor.
- E. **Federal Audit Requirements.** Subcontractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subcontractor agrees to comply with the audit requirements of the Uniform Grants Guidance 2 C.F.R. 200, Subpart F, Audit Requirements. If findings are made which cover any part of this Subcontract, Subcontractor shall provide one (1) copy of the audit report to Contractor and require that the auditor shall not otherwise release its audit report until adjusting entries are disclosed and made to the Subcontractor's records.
- F. **Grant Recovery.** The Contractor shall be entitled to recover from the Subcontractor any full or partial payment made under this Contract for: 1) any payments used for purposes not authorized, or performed outside the Subcontract; 2) any payments for services the Subcontractor is unable to provide; and 3) any payments for services the Subcontractor did not provide but was required to provide under the terms of this Subcontract.
- G. **Monitoring.** Contractor shall monitor the Subcontractor on-site at least one (1) time every three (3) year period and during years in between conduct a desk audit by phone or email to assure compliance with federal requirements and performance goals. Monitoring reports should be completed within 60 days after the visit or phone call and copies of the report should be provided to the Subcontractor and the Agency. Any findings should be noted and required follow-up should be explained in detail. Any Subcontractor with significant findings should be placed on a Plan of Action, provided training and a follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within 60 days after the visit and copies of the report sent to the Subcontractor and the Agency. Any consistent

noncompliance issues should be reported to the Agency as appropriate.

- H. **Monthly Expenditure Report.** Subcontractor shall submit a monthly expenditure report detailing the preceding month's expenses, year-to-date expenses, expenses for the grant term, and percent expended by line item, as approved and submitted in the Subcontractor application.
- I. **Monthly Programmatic Report.** Subcontractor shall submit programmatic detail reports each month for the preceding month. These reports shall indicate the number of unduplicated clients served for the current month during this grant term. This report will also include the total amount of clients served and services provided for the current month and year-to-date for the grant term. Youth (ages 12-18) and seniors (55+) should be reported by the number served during the month and the amount spent on their CSBG related activities and/or services.
- J. **Retention of Records.** Subcontractor shall maintain records, documents, and other evidence which sufficiently reflects all expenditures under this Subcontract for a period of six (6) years after the termination of the Subcontract. Such records shall be made available to the Contractor or its designee, or the appropriate federal Agency for review and audit.
- K. **Time Analysis Allocation.** Subcontractor shall conduct a time analysis allocation for any position dually-funded from other sources of funds to account for apportioned time charged against this Subcontract.

6. **Responsibilities of Contractor.**

- A. The parties recognize this Subcontract is subject to the FFY 2017 Wyoming CSBG State Management Plan and the Contractor's FFY 2017 CSBG Application, both of which can be located for review at the Agency.
- B. **Consultation.** Consult with the Subcontractor, as necessary, regarding the requirements of this Subcontract.
- C. **Monitor and Evaluate.** Monitor and evaluate the Subcontractor's compliance with the conditions set forth in this Subcontract.
- D. **Payment.** Process payments to the Subcontractor in accordance with Section 4 of this Subcontract.
- E. **Training and Technical Assistance.** Provide training and technical assistance as necessary.

7. **Special Provisions.**

- A. **Assumption of Risk.** Subcontractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or

federal requirements. The Contractor shall notify the Subcontractor of any state or federal determination of noncompliance.

- B. Environmental Policy Acts.** Subcontractor agrees all activities under this agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. Conflicts of Interest.** Subcontractor shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to the Contractor or a disclosure which would adversely affect the interests of the Contractor. Subcontractor shall notify Contractor of any potential or actual conflicts of interest arising during the course of the Subcontractor's performance under this Subcontract. This Subcontract may be terminated in the event a conflict of interest arises. Termination of the Subcontract will be subject to a mutual settlement of accounts. In the event the Subcontract is terminated under this provision, the Subcontractor shall take steps to insure that the file, evidence, evaluation, and data are provided to Contractor or its designee. This does not prohibit or affect the Subcontractor's ability to engage in consultations, evaluations, or representations under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

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

- D. Construction Prohibitions.** Subcontractor agrees this Subcontract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.
- E. Drug-Free Workplace Requirement.** Subcontractor agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Subcontractor agrees to notify the Contractor if an employee is convicted of violating a criminal drug statute so the Contractor can notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.
- F. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Subcontract may be terminated without penalty if a private entity that receives funds under this Subcontract:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the Subcontract is in effect;

- (ii) Procures a commercial sex act during the period of time that the Subcontract is in effect; or
 - (iii) Uses forced labor in the performance of the Subcontract or subawards.
- G. Kickbacks.** Subcontractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Subcontract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Subcontract. If Subcontractor breaches or violates this warranty, Contractor may, at its discretion, terminate this Subcontract without liability to Contractor, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- H. Limitations on Lobbying Activities.** By signing this Subcontract, Subcontractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subcontractor or its subcontractors in connection with lobbying member(s) of Congress, or any other federal Contractor in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- I. Monitoring Activities.** Contractor shall have the right to monitor all activities related to this Subcontract that are performed by Subcontractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Subcontract; and, to observe personnel in every phase of performance of the related work.
- J. Nondiscrimination.** The Subcontractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Subcontract. Federal law requires the Subcontractor to include all relevant special provisions of this Subcontract in every subcontract awarded over Ten Thousand Dollars (\$10,000.00) so that such provisions are binding on each subcontractor.
- K. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of the Subcontract, shall be paid by either party.
- L. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Subcontractor and related to the services and work to be performed under this Subcontract, shall identify Wyoming Department of Health, Public Health Division and Sweetwater County as the sponsoring agencies and shall not be released without prior written approval of Contractor.
- M. Suspension and Debarment.** By signing this Subcontract, Subcontractor certifies that

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

- N. Administration of Federal Funds.** Subcontractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200 *et seq.*; Subtitle B of Public Law 105-285, the "Community Services Block Grant Act"; C.F.R. Title 45, Part 96, Subpart I; the U.S. Department of Health and Human Services 2015 Poverty Guidelines; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Contractor.
- O. Copyright License and Patent Rights.** Subcontractor acknowledges that federal grantor, the State of Wyoming, Agency and Contractor reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Subcontract; and (2) any rights of copyright to which Subcontractor purchases ownership using funds awarded under this Subcontract. Subcontractor must consult with Contractor regarding any patent rights that arise from, or are purchased with, funds awarded under this Subcontract.
- P. Federal Audit Requirements.** Subcontractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subcontractor agrees to comply with the audit requirements of the Uniform Grants Guidance 2 C.F.R. 200, Subpart F, Audit Requirements. If findings are made which cover any part of this Subcontract, Subcontractor shall provide one (1) copy of the audit report to Contractor and require that the auditor shall not otherwise release its audit report until adjusting entries are disclosed and made to the Subcontractor's records.
- Q. Non-Supplanting Certification.** Subcontractor hereby affirms that federal Subcontractor funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subcontractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Subcontract.
- R. Program Income.** Subcontractor shall not deposit Subcontractor funds in an interest bearing account without prior approval of Contractor. Any income attributable to the Subcontractor funds distributed under this Subcontract must be used to increase the scope of the program or returned to Contractor.

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

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

- T. Purchase of American-Made Equipment.** Subcontractor agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American-made.
- U. Religious Activities.** The Subcontractor and any entity hired by the Subcontractor shall not use the CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Subcontract which are mutually agreed upon by the parties to this Subcontract shall be incorporated by written instrument, executed, and signed by all parties to this Subcontract.
- B. Applicable Law/Venue.** The construction, interpretation, and enforcement of this Subcontract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Subcontract and the parties, and the venue shall be the Third Judicial District, Sweetwater County, Wyoming.
- C. Assignment/Subcontract Not Used As Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Subcontract without the prior written consent of the other party. The Subcontractor shall not use this Subcontract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Contractor.
- D. Audit/Access to Records.** The Contractor and its representatives shall have access to any books, documents, papers, electronic data and records of the Subcontractor which are pertinent to this Subcontract. The Subcontractor shall immediately, upon receiving written instruction from the Contractor, provide to any independent auditor or accountant

all books, documents, papers, electronic data and records of the Subcontractor which are pertinent to this Subcontract. The Subcontractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Contractor.

- E. Availability of Funds.** Each payment obligation of the Contractor is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Subcontract, the Subcontract may be terminated by the Contractor at the end of the period for which the funds are available. The Contractor shall notify the Subcontractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Contractor in the event this provision is exercised, and the Contractor shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Contractor to terminate this Subcontract to acquire similar services from another party.
- F. Award of Related Contracts.** The Contractor may award supplemental or successor contracts for work related to this Subcontract. The Subcontractor shall cooperate fully with other contractors and the Contractor in all such cases.
- G. Certificate of Good Standing.** Subcontractor shall provide to Contractor a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior and during performing work under this Subcontract, if applicable.
- H. Compliance with Laws.** The Subcontractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Subcontract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Subcontractor in the performance of this Subcontract shall be kept confidential by the Subcontractor unless written permission is granted by the Wyoming Department of Health through the Contractor for its release. If and when Subcontractor receives a request for information subject to this Subcontract, Subcontractor shall notify Contractor within ten (10) days of such request and not release information to a third party unless directed to do so by Contractor.
- J. Conflicting Language.** Contract language in this document shall have precedence and control over any conflicting language contained within Attachment A, the Statement of Work, or any other document incorporated by reference in this Contract. In case of conflict, any clarification must be mutually agreed upon in writing and will govern the contractual relationship between parties.
- K. Entirety of Subcontract.** This Subcontract, consisting of twelve (12) pages, and Attachment A, Statement of Work, consisting of one (1) page, represents the entire and integrated Subcontract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

- L. Ethics.** Subcontractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing Contractor's profession.
- M. Extensions of Subcontract.** Nothing in this Subcontract shall be interpreted or deemed to create an expectation that this Subcontract will be extended beyond the term described herein.
- N. Force Majeure.** Neither party shall be liable for failure to perform under this Subcontract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- O. Indemnification.** Each party to this Subcontract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- P. Independent Contractor.** The Subcontractor shall function as an independent contractor for the purposes of this Subcontract and shall not be considered an employee of Sweetwater County for any purpose. The Subcontractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Subcontractor in fulfilling the terms of this Subcontract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Subcontract. Nothing in this Subcontract shall be interpreted as authorizing the Subcontractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Contractor or to incur any obligation of any kind on the behalf of the State of Wyoming or the Contractor. The Subcontractor agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to the State of Wyoming employees will inure to the benefit of the Subcontractor or the Subcontractor's agents and/or employees as a result of this Subcontract.
- Q. Notices.** All notices arising out of, or from, the provisions of this Subcontract shall be in writing either by regular mail or delivery in person at the address provided under this Subcontract.
- R. Ownership and Destruction of Documents/Information.** The Wyoming Department of Health owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Subcontractor in the performance of this Subcontract. Upon termination of services, for any reason, Subcontractor agrees to return all such original and derivative information/documents to the Contractor in a useable format. In the case of electronic transmission, such transmission shall be

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

- S. Prior Approval.** This Subcontract shall not be binding upon either party and no services shall be performed until this Subcontract has been reduced to writing, and approved as to form by the Sweetwater County Attorney's Office.
- T. Severability.** Should any portion of this Subcontract be judicially determined to be illegal or unenforceable, the remainder of the Subcontract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- U. Sovereign Immunity.** The Contractor and the State of Wyoming do not waive sovereign or governmental immunity by entering into this Subcontract and specifically retain all immunities and all defenses available to them pursuant to Wyoming Statute 1-39-104(a) and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Subcontract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. Taxes.** The Subcontractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. Termination of Subcontract.** This Subcontract may be terminated, without cause, by either party upon thirty (30) days written notice. This Subcontract may be terminated immediately for cause if the Subcontractor fails to perform in accordance with the terms and conditions of this Subcontract. If at any time during the performance of this Subcontract, in the opinion of the Contractor, the work is not progressing satisfactorily or within the terms of this Subcontract, then at the discretion of the Contractor and after written notice to the Subcontractor, the Contractor may terminate this Subcontract or any part of it. As of the termination date, the Subcontractor will be entitled to a pro rata payment for all work accomplished and accepted by the Contractor; however, the Subcontractor shall be liable to the Contractor for the entire cost of replacement services for the duration of the Subcontract term.
- X. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Subcontract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Subcontract shall operate only between the parties to the Subcontract and shall inure solely to the benefit of the parties to this Subcontract. The provisions of this Subcontract are intended only to assist the parties determining and performing their obligations under this Subcontract.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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

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

CONTRACTOR: SWEETWATER COUNTY

Wally J. Johnson, Chairman
Sweetwater County Commission

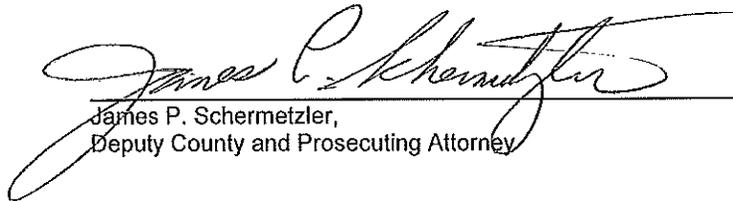
Date

ATTEST:

Dale Davis
Sweetwater County Clerk

Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM



James P. Schermetzler,
Deputy County and Prosecuting Attorney

9/9/16

Date

SUBCONTRACTOR: YWCA OF SWEETWATER COUNTY

Name and Title

Date

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

General Description

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

Timeline and Deliverables

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

Program Name and Description	Estimated Clients to Be Served	Amount Funded	Grant End Date
YWCA of Sweetwater County – Early Care & Learning Center	25	\$30,000.00	9/30/2017
Provide childcare services while parents are working, seeking employment, or attending school.			
YWCA of Sweetwater County – Family Justice Center Program	7	\$11,594.00	9/30/2017
Provide rent and utility payments for victims through the Family Justice Center.			

**FFY 2017 COMMUNITY SERVICES BLOCK GRANT SUBCONTRACT
BETWEEN
SWEETWATER COUNTY AND
SWEETWATER COUNTY SCHOOL DISTRICT #1**

Amount: \$43,044.00

Period: Effective date through September 30, 2017

CFDA#: 93.569

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

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

2. **Purpose.** This Subcontract pertains to the Community Services Block Grant (CSBG). The purpose of this Subcontract is to set forth the terms and conditions by which the Subcontractor shall provide services in Sweetwater County, Wyoming to assist low-income individuals and families to overcome the effects of poverty, and to support their progress toward greater self-sufficiency.
3. **Term of Subcontract and Required Approvals.** This Subcontract is effective when all parties have executed it, and all required approvals have been granted (Effective Date). The term of this Subcontract is from the Effective Date through September 30, 2017. All services shall be completed during this term.
4. **Payment.** The Contractor agrees to pay the Subcontractor for the services described in Attachment A, Statement of Work, which is attached to and made part of this Subcontract by this reference. The total payment under this Subcontract shall not exceed Forty-Three Thousand Forty-Four Dollars (\$43,044.00). Payment shall be made through the Sweetwater County Grants Department on Sweetwater County vouchers with an invoice(s) dated no more than two months prior to the date of receipt by the Sweetwater County Grants Department unless otherwise permitted in writing.

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

Should the Subcontractor fail to perform in a manner consistent with the terms and conditions set forth in this Subcontract, payment under this Subcontract may be withheld until such time as the Subcontractor performs its duties and responsibilities to the satisfaction of Contractor.

The source of federal funds for this Subcontract is CFDA# 93.569.

5. **Responsibilities of Subcontractor.** The Subcontractor agrees to:
- A. The parties recognize this Subcontract is subject to the FFY 2017 Wyoming CSBG State Management Plan and the Contractor's FFY 2017 CSBG Application, both of which can be located for review at the Agency.
 - B. **Activities and Supportive Services.** Provide the activities and supportive services as described in Attachment A, Statement of Work, which is attached to and made a part of this Subcontract by this reference.
 - C. **Annual Report.** Collect, maintain, and compile federally required demographic, programmatic, and financial data and submit in compiled format the Information Systems (IS) Survey and National Performance Indicator (NPI) Reports to the Contractor no later than November 1, 2017.
 - D. **Eligibility Requirements.** Subcontractor agrees to abide by the federal eligibility requirements of the program through an application process which requires proof of identification, residency, and, proof of income that indicates the applicant(s) is at or below one hundred twenty-five percent (125%) of the FFY 2016 Federal Poverty Guidelines. Subcontractor shall utilize the Community Services Block Grant (CSBG) Application for Assistance, Community Services Block Grant Eligibility Requirements Form, Homeless Youth Application (if applicable), and any other forms as communicated by the Contractor.
 - E. **Federal Audit Requirements.** Subcontractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subcontractor agrees to comply with the audit requirements of the Uniform Grants Guidance 2 C.F.R. 200, Subpart F, Audit Requirements. If findings are made which cover any part of this Subcontract, Subcontractor shall provide one (1) copy of the audit report to Contractor and require that the auditor shall not otherwise release its audit report until adjusting entries are disclosed and made to the Subcontractor's records.
 - F. **Grant Recovery.** The Contractor shall be entitled to recover from the Subcontractor any full or partial payment made under this Contract for: 1) any payments used for purposes not authorized, or performed outside the Subcontract; 2) any payments for services the Subcontractor is unable to provide; and 3) any payments for services the Subcontractor did not provide but was required to provide under the terms of this Subcontract.
 - G. **Monitoring.** Contractor shall monitor the Subcontractor on-site at least one (1) time every three (3) year period and during years in between conduct a desk audit by phone or email to assure compliance with federal requirements and performance goals. Monitoring reports should be completed within 60 days after the visit or phone call and copies of the report should be provided to the Subcontractor and the Agency. Any findings should be noted and required follow-up should be explained in detail. Any Subcontractor with significant findings should be placed on a Plan of Action, provided training and a follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within 60 days after the visit and copies of the report sent to the Subcontractor and the Agency. Any consistent noncompliance issues should be reported to the Agency as appropriate.

- H. **Monthly Expenditure Report.** Subcontractor shall submit a monthly expenditure report detailing the preceding month's expenses, year-to-date expenses, expenses for the grant term, and percent expended by line item, as approved and submitted in the Subcontractor application.
- I. **Monthly Programmatic Report.** Subcontractor shall submit programmatic detail reports each month for the preceding month. These reports shall indicate the number of unduplicated clients served for the current month during this grant term. This report will also include the total amount of clients served and services provided for the current month and year-to-date for the grant term. Youth (ages 12-18) and seniors (55+) should be reported by the number served during the month and the amount spent on their CSBG related activities and/or services.
- J. **Retention of Records.** Subcontractor shall maintain records, documents, and other evidence which sufficiently reflects all expenditures under this Subcontract for a period of six (6) years after the termination of the Subcontract. Such records shall be made available to the Contractor or its designee, or the appropriate federal Agency for review and audit.
- K. **Time Analysis Allocation.** Subcontractor shall conduct a time analysis allocation for any position dually-funded from other sources of funds to account for apportioned time charged against this Subcontract.

6. **Responsibilities of Contractor.**

- A. The parties recognize this Subcontract is subject to the FFY 2017 Wyoming CSBG State Management Plan and the Contractor's FFY 2017 CSBG Application, both of which can be located for review at the Agency.
- B. **Consultation.** Consult with the Subcontractor, as necessary, regarding the requirements of this Subcontract.
- C. **Monitor and Evaluate.** Monitor and evaluate the Subcontractor's compliance with the conditions set forth in this Subcontract.
- D. **Payment.** Process payments to the Subcontractor in accordance with Section 4 of this Subcontract.
- E. **Training and Technical Assistance.** Provide training and technical assistance as necessary.

7. **Special Provisions.**

- A. **Assumption of Risk.** Subcontractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. The Contractor shall notify the Subcontractor of any state or federal determination of noncompliance.

- B. Environmental Policy Acts.** Subcontractor agrees all activities under this agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. Conflicts of Interest.** Subcontractor shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to the Contractor or a disclosure which would adversely affect the interests of the Contractor. Subcontractor shall notify Contractor of any potential or actual conflicts of interest arising during the course of the Subcontractor's performance under this Subcontract. This Subcontract may be terminated in the event a conflict of interest arises. Termination of the Subcontract will be subject to a mutual settlement of accounts. In the event the Subcontract is terminated under this provision, the Subcontractor shall take steps to insure that the file, evidence, evaluation, and data are provided to Contractor or its designee. This does not prohibit or affect the Subcontractor's ability to engage in consultations, evaluations, or representations under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

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

- D. Construction Prohibitions.** Subcontractor agrees this Subcontract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.
- E. Drug-Free Workplace Requirement.** Subcontractor agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Subcontractor agrees to notify the Contractor if an employee is convicted of violating a criminal drug statute so the Contractor can notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.
- F. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Subcontract may be terminated without penalty if a private entity that receives funds under this Subcontract:
- (i) Engages in severe forms of trafficking in persons during the period of time that the Subcontract is in effect;
 - (ii) Procures a commercial sex act during the period of time that the Subcontract is in effect; or

(iii) Uses forced labor in the performance of the Subcontract or subawards.

- G. Kickbacks.** Subcontractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Subcontract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Subcontract. If Subcontractor breaches or violates this warranty, Contractor may, at its discretion, terminate this Subcontract without liability to Contractor, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- H. Limitations on Lobbying Activities.** By signing this Subcontract, Subcontractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subcontractor or its subcontractors in connection with lobbying member(s) of Congress, or any other federal Contractor in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- I. Monitoring Activities.** Contractor shall have the right to monitor all activities related to this Subcontract that are performed by Subcontractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Subcontract; and, to observe personnel in every phase of performance of the related work.
- J. Nondiscrimination.** The Subcontractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Subcontract. Federal law requires the Subcontractor to include all relevant special provisions of this Subcontract in every subcontract awarded over Ten Thousand Dollars (\$10,000.00) so that such provisions are binding on each subcontractor.
- K. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of the Subcontract, shall be paid by either party.
- L. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Subcontractor and related to the services and work to be performed under this Subcontract, shall identify Wyoming Department of Health, Public Health Division and Sweetwater County as the sponsoring agencies and shall not be released without prior written approval of Contractor.
- M. Suspension and Debarment.** By signing this Subcontract, Subcontractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from

federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Subcontract suspended, debarred, or voluntarily excluded by any federal department or Contractor in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or 2 C.F.R. Part 180, or are on the disbarred, or otherwise ineligible vendors lists maintained by the federal government. Further, Subcontractor agrees to notify Contractor by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Subcontract.

- N. Administration of Federal Funds.** Subcontractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200 *et seq.*; Subtitle B of Public Law 105-285, the "Community Services Block Grant Act"; C.F.R. Title 45, Part 96, Subpart I; the U.S. Department of Health and Human Services 2015 Poverty Guidelines; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Contractor.
- O. Copyright License and Patent Rights.** Subcontractor acknowledges that federal grantor, the State of Wyoming, Agency and Contractor reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Subcontract; and (2) any rights of copyright to which Subcontractor purchases ownership using funds awarded under this Subcontract. Subcontractor must consult with Contractor regarding any patent rights that arise from, or are purchased with, funds awarded under this Subcontract.
- P. Federal Audit Requirements.** Subcontractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subcontractor agrees to comply with the audit requirements of the Uniform Grants Guidance 2 C.F.R. 200, Subpart F, Audit Requirements. If findings are made which cover any part of this Subcontract, Subcontractor shall provide one (1) copy of the audit report to Contractor and require that the auditor shall not otherwise release its audit report until adjusting entries are disclosed and made to the Subcontractor's records.
- Q. Non-Supplanting Certification.** Subcontractor hereby affirms that federal Subcontractor funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subcontractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Subcontract.
- R. Program Income.** Subcontractor shall not deposit Subcontractor funds in an interest bearing account without prior approval of Contractor. Any income attributable to the Subcontractor funds distributed under this Subcontract must be used to increase the scope of the program or returned to Contractor.
- S. Pro-Kids Act of 1994.** Subcontractor agrees to not permit smoking in any portion of any

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

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

- T. **Purchase of American-Made Equipment.** Subcontractor agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American-made.
- U. **Religious Activities.** The Subcontractor and any entity hired by the Subcontractor shall not use the CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Subcontract which are mutually agreed upon by the parties to this Subcontract shall be incorporated by written instrument, executed, and signed by all parties to this Subcontract.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Subcontract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Subcontract and the parties, and the venue shall be the Third Judicial District, Sweetwater County, Wyoming.
- C. **Assignment/Subcontract Not Used As Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Subcontract without the prior written consent of the other party. The Subcontractor shall not use this Subcontract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Contractor.
- D. **Audit/Access to Records.** The Contractor and its representatives shall have access to any books, documents, papers, electronic data and records of the Subcontractor which are pertinent to this Subcontract. The Subcontractor shall immediately, upon receiving written instruction from the Contractor, provide to any independent auditor or accountant all books, documents, papers, electronic data and records of the Subcontractor which are

pertinent to this Subcontract. The Subcontractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Contractor.

- E. Availability of Funds.** Each payment obligation of the Contractor is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Subcontract, the Subcontract may be terminated by the Contractor at the end of the period for which the funds are available. The Contractor shall notify the Subcontractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Contractor in the event this provision is exercised, and the Contractor shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Contractor to terminate this Subcontract to acquire similar services from another party.
- F. Award of Related Contracts.** The Contractor may award supplemental or successor contracts for work related to this Subcontract. The Subcontractor shall cooperate fully with other contractors and the Contractor in all such cases.
- G. Certificate of Good Standing.** Subcontractor shall provide to Contractor a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior and during performing work under this Subcontract, if applicable.
- H. Compliance with Laws.** The Subcontractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Subcontract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Subcontractor in the performance of this Subcontract shall be kept confidential by the Subcontractor unless written permission is granted by the Wyoming Department of Health through the Contractor for its release. If and when Subcontractor receives a request for information subject to this Subcontract, Subcontractor shall notify Contractor within ten (10) days of such request and not release information to a third party unless directed to do so by Contractor.
- J. Conflicting Language.** Contract language in this document shall have precedence and control over any conflicting language contained within Attachment A, the Statement of Work, or any other document incorporated by reference in this Contract. In case of conflict, any clarification must be mutually agreed upon in writing and will govern the contractual relationship between parties.
- K. Entirety of Subcontract.** This Subcontract, consisting of twelve (12) pages, and Attachment A, Statement of Work, consisting of one (1) page, represents the entire and integrated Subcontract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

- L. **Ethics.** Subcontractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing Contractor's profession.
- M. **Extensions of Subcontract.** Nothing in this Subcontract shall be interpreted or deemed to create an expectation that this Subcontract will be extended beyond the term described herein.
- N. **Force Majeure.** Neither party shall be liable for failure to perform under this Subcontract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- O. **Indemnification.** Each party to this Subcontract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- P. **Independent Contractor.** The Subcontractor shall function as an independent contractor for the purposes of this Subcontract and shall not be considered an employee of Sweetwater County for any purpose. The Subcontractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Subcontractor in fulfilling the terms of this Subcontract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Subcontract. Nothing in this Subcontract shall be interpreted as authorizing the Subcontractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Contractor or to incur any obligation of any kind on the behalf of the State of Wyoming or the Contractor. The Subcontractor agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to the State of Wyoming employees will inure to the benefit of the Subcontractor or the Subcontractor's agents and/or employees as a result of this Subcontract.
- Q. **Notices.** All notices arising out of, or from, the provisions of this Subcontract shall be in writing either by regular mail or delivery in person at the address provided under this Subcontract.
- R. **Ownership and Destruction of Documents/Information.** The Wyoming Department of Health owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Subcontractor in the performance of this Subcontract. Upon termination of services, for any reason, Subcontractor agrees to return all such original and derivative information/documents to the Contractor in a useable format. In the case of electronic transmission, such transmission shall be

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

- S. **Prior Approval.** This Subcontract shall not be binding upon either party and no services shall be performed until this Subcontract has been reduced to writing, and approved as to form by the Sweetwater County Attorney's Office.
- T. **Severability.** Should any portion of this Subcontract be judicially determined to be illegal or unenforceable, the remainder of the Subcontract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- U. **Sovereign Immunity.** The Contractor, the Subcontractor and the State of Wyoming do not waive sovereign or governmental immunity by entering into this Subcontract and specifically retain all immunities and all defenses available to them pursuant to Wyoming Statute 1-39-104(a) and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Subcontract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. **Taxes.** The Subcontractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. **Termination of Subcontract.** This Subcontract may be terminated, without cause, by either party upon thirty (30) days written notice. This Subcontract may be terminated immediately for cause if the Subcontractor fails to perform in accordance with the terms and conditions of this Subcontract. If at any time during the performance of this Subcontract, in the opinion of the Contractor, the work is not progressing satisfactorily or within the terms of this Subcontract, then at the discretion of the Contractor and after written notice to the Subcontractor, the Contractor may terminate this Subcontract or any part of it. As of the termination date, the Subcontractor will be entitled to a pro rata payment for all work accomplished and accepted by the Contractor; however, the Subcontractor shall be liable to the Contractor for the entire cost of replacement services for the duration of the Subcontract term.
- X. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Subcontract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Subcontract shall operate only between the parties to the Subcontract and shall inure solely to the benefit of the parties to this Subcontract. The provisions of this Subcontract are intended only to assist the parties determining and performing their obligations under this Subcontract.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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

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

CONTRACTOR: SWEETWATER COUNTY

Wally J. Johnson, Chairman
Sweetwater County Commission

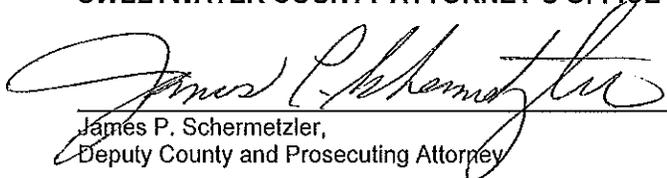
Date

ATTEST:

Dale Davis
Sweetwater County Clerk

Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM



James P. Schermetzler,
Deputy County and Prosecuting Attorney

9/9/16

Date

SUBCONTRACTOR: SWEETWATER COUNTY SCHOOL DISTRICT #1

Name and Title

Date

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

General Description

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

Timeline and Deliverables

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

Program Name and Description	Estimated Clients to Be Served	Amount Funded	Grant End Date
Sweetwater County School District #1 - Head Start	60	\$43,044.00	9/30/2017
Provide comprehensive case management to parents through a Head Start Family Advocate.			

**FFY 2017 COMMUNITY SERVICES BLOCK GRANT SUBCONTRACT
BETWEEN
SWEETWATER COUNTY AND
ROCK SPRINGS YOUNG AT HEART**

Amount: \$10,980.00 Early Learning Center
Amount: \$27,000.00 Home Services
Amount: \$15,720.00 Nutrition
Period: Effective date through September 30, 2017
CFDA#: 93.569

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

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

2. **Purpose.** This Subcontract pertains to the Community Services Block Grant (CSBG). The purpose of this Subcontract is to set forth the terms and conditions by which the Subcontractor shall provide services in Sweetwater County, Wyoming to assist low-income individuals and families to overcome the effects of poverty, and to support their progress toward greater self-sufficiency.
3. **Term of Subcontract and Required Approvals.** This Subcontract is effective when all parties have executed it, and all required approvals have been granted (Effective Date). The term of this Subcontract is from the Effective Date through September 30, 2017. All services shall be completed during this term.
4. **Payment.** The Contractor agrees to pay the Subcontractor for the services described in Attachment A, Statement of Work, which is attached to and made part of this Subcontract by this reference. The total payment under this Subcontract shall not exceed Fifty-Three Thousand Seven Hundred Dollars (\$53,700.00). Payment shall be made through the Sweetwater County Grants Department on Sweetwater County vouchers with an invoice(s) dated no more than two months prior to the date of receipt by the Sweetwater County Grants Department unless otherwise permitted in writing.

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

Should the Subcontractor fail to perform in a manner consistent with the terms and conditions set forth in this Subcontract, payment under this Subcontract may be withheld until such time as the Subcontractor performs its duties and responsibilities to the satisfaction of Contractor.

The source of federal funds for this Subcontract is CFDA# 93.569.

5. **Responsibilities of Subcontractor.** The Subcontractor agrees to:
- A. The parties recognize this Subcontract is subject to the FFY 2017 Wyoming CSBG State Management Plan and the Contractor's FFY 2017 CSBG Application, both of which can be located for review at the Agency.
 - B. **Activities and Supportive Services.** Provide the activities and supportive services as described in Attachment A, Statement of Work, which is attached to and made a part of this Subcontract by this reference.
 - C. **Annual Report.** Collect, maintain, and compile federally required demographic, programmatic, and financial data and submit in compiled format the Information Systems (IS) Survey and National Performance Indicator (NPI) Reports to the Contractor no later than November 1, 2017.
 - D. **Eligibility Requirements.** Subcontractor agrees to abide by the federal eligibility requirements of the program through an application process which requires proof of identification, residency, and, proof of income that indicates the applicant(s) is at or below one hundred twenty-five percent (125%) of the FFY 2016 Federal Poverty Guidelines. Subcontractor shall utilize the Community Services Block Grant (CSBG) Application for Assistance, Community Services Block Grant Eligibility Requirements Form, Homeless Youth Application (if applicable), and any other forms as communicated by the Contractor.
 - E. **Federal Audit Requirements.** Subcontractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subcontractor agrees to comply with the audit requirements of the Uniform Grants Guidance 2 C.F.R. 200, Subpart F, Audit Requirements. If findings are made which cover any part of this Subcontract, Subcontractor shall provide one (1) copy of the audit report to Contractor and require that the auditor shall not otherwise release its audit report until adjusting entries are disclosed and made to the Subcontractor's records.
 - F. **Grant Recovery.** The Contractor shall be entitled to recover from the Subcontractor any full or partial payment made under this Contract for: 1) any payments used for purposes not authorized, or performed outside the Subcontract; 2) any payments for services the Subcontractor is unable to provide; and 3) any payments for services the Subcontractor did not provide but was required to provide under the terms of this Subcontract.
 - G. **Monitoring.** Contractor shall monitor the Subcontractor on-site at least one (1) time every three (3) year period and during years in between conduct a desk audit by phone or email to assure compliance with federal requirements and performance goals. Monitoring reports should be completed within 60 days after the visit or phone call and copies of the report should be provided to the Subcontractor and the Agency. Any findings should be noted and required follow-up should be explained in detail. Any Subcontractor with significant findings should be placed on a Plan of Action, provided training and a follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within 60 days after the visit and copies of the report sent to the Subcontractor and the Agency. Any consistent

noncompliance issues should be reported to the Agency as appropriate.

- H. **Monthly Expenditure Report.** Subcontractor shall submit a monthly expenditure report detailing the preceding month's expenses, year-to-date expenses, expenses for the grant term, and percent expended by line item, as approved and submitted in the Subcontractor application.
- I. **Monthly Programmatic Report.** Subcontractor shall submit programmatic detail reports each month for the preceding month. These reports shall indicate the number of unduplicated clients served for the current month during this grant term. This report will also include the total amount of clients served and services provided for the current month and year-to-date for the grant term. Youth (ages 12-18) and seniors (55+) should be reported by the number served during the month and the amount spent on their CSBG related activities and/or services.
- J. **Retention of Records.** Subcontractor shall maintain records, documents, and other evidence which sufficiently reflects all expenditures under this Subcontract for a period of six (6) years after the termination of the Subcontract. Such records shall be made available to the Contractor or its designee, or the appropriate federal Agency for review and audit.
- K. **Time Analysis Allocation.** Subcontractor shall conduct a time analysis allocation for any position dually-funded from other sources of funds to account for apportioned time charged against this Subcontract.

6. **Responsibilities of Contractor.**

- A. The parties recognize this Subcontract is subject to the FFY 2017 Wyoming CSBG State Management Plan and the Contractor's FFY 2017 CSBG Application, both of which can be located for review at the Agency.
- B. **Consultation.** Consult with the Subcontractor, as necessary, regarding the requirements of this Subcontract.
- C. **Monitor and Evaluate.** Monitor and evaluate the Subcontractor's compliance with the conditions set forth in this Subcontract.
- D. **Payment.** Process payments to the Subcontractor in accordance with Section 4 of this Subcontract.
- E. **Training and Technical Assistance.** Provide training and technical assistance as necessary.

7. **Special Provisions.**

- A. **Assumption of Risk.** Subcontractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or

federal requirements. The Contractor shall notify the Subcontractor of any state or federal determination of noncompliance.

- B. Environmental Policy Acts.** Subcontractor agrees all activities under this agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. Conflicts of Interest.** Subcontractor shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to the Contractor or a disclosure which would adversely affect the interests of the Contractor. Subcontractor shall notify Contractor of any potential or actual conflicts of interest arising during the course of the Subcontractor's performance under this Subcontract. This Subcontract may be terminated in the event a conflict of interest arises. Termination of the Subcontract will be subject to a mutual settlement of accounts. In the event the Subcontract is terminated under this provision, the Subcontractor shall take steps to insure that the file, evidence, evaluation, and data are provided to Contractor or its designee. This does not prohibit or affect the Subcontractor's ability to engage in consultations, evaluations, or representations under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

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

- D. Construction Prohibitions.** Subcontractor agrees this Subcontract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.
- E. Drug-Free Workplace Requirement.** Subcontractor agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Subcontractor agrees to notify the Contractor if an employee is convicted of violating a criminal drug statute so the Contractor can notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.
- F. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Subcontract may be terminated without penalty if a private entity that receives funds under this Subcontract:

- (i) Engages in severe forms of trafficking in persons during the period of time that the Subcontract is in effect;

- (ii) Procures a commercial sex act during the period of time that the Subcontract is in effect; or
 - (iii) Uses forced labor in the performance of the Subcontract or subawards.
- G. Kickbacks.** Subcontractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Subcontract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Subcontract. If Subcontractor breaches or violates this warranty, Contractor may, at its discretion, terminate this Subcontract without liability to Contractor, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- H. Limitations on Lobbying Activities.** By signing this Subcontract, Subcontractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subcontractor or its subcontractors in connection with lobbying member(s) of Congress, or any other federal Contractor in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- I. Monitoring Activities.** Contractor shall have the right to monitor all activities related to this Subcontract that are performed by Subcontractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Subcontract; and, to observe personnel in every phase of performance of the related work.
- J. Nondiscrimination.** The Subcontractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Subcontract. Federal law requires the Subcontractor to include all relevant special provisions of this Subcontract in every subcontract awarded over Ten Thousand Dollars (\$10,000.00) so that such provisions are binding on each subcontractor.
- K. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of the Subcontract, shall be paid by either party.
- L. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Subcontractor and related to the services and work to be performed under this Subcontract, shall identify Wyoming Department of Health, Public Health Division and Sweetwater County as the sponsoring agencies and shall not be released without prior written approval of Contractor.
- M. Suspension and Debarment.** By signing this Subcontract, Subcontractor certifies that

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

- N. Administration of Federal Funds.** Subcontractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200 *et seq.*; Subtitle B of Public Law 105-285, the "Community Services Block Grant Act"; C.F.R. Title 45, Part 96, Subpart I; the U.S. Department of Health and Human Services 2015 Poverty Guidelines; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Contractor.
- O. Copyright License and Patent Rights.** Subcontractor acknowledges that federal grantor, the State of Wyoming, Agency and Contractor reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Subcontract; and (2) any rights of copyright to which Subcontractor purchases ownership using funds awarded under this Subcontract. Subcontractor must consult with Contractor regarding any patent rights that arise from, or are purchased with, funds awarded under this Subcontract.
- P. Federal Audit Requirements.** Subcontractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subcontractor agrees to comply with the audit requirements of the Uniform Grants Guidance 2 C.F.R. 200, Subpart F, Audit Requirements. If findings are made which cover any part of this Subcontract, Subcontractor shall provide one (1) copy of the audit report to Contractor and require that the auditor shall not otherwise release its audit report until adjusting entries are disclosed and made to the Subcontractor's records.
- Q. Non-Supplanting Certification.** Subcontractor hereby affirms that federal Subcontractor funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subcontractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Subcontract.
- R. Program Income.** Subcontractor shall not deposit Subcontractor funds in an interest bearing account without prior approval of Contractor. Any income attributable to the Subcontractor funds distributed under this Subcontract must be used to increase the scope of the program or returned to Contractor.

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

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

- T. Purchase of American-Made Equipment.** Subcontractor agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American-made.
- U. Religious Activities.** The Subcontractor and any entity hired by the Subcontractor shall not use the CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Subcontract which are mutually agreed upon by the parties to this Subcontract shall be incorporated by written instrument, executed, and signed by all parties to this Subcontract.
- B. Applicable Law/Venue.** The construction, interpretation, and enforcement of this Subcontract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Subcontract and the parties, and the venue shall be the Third Judicial District, Sweetwater County, Wyoming.
- C. Assignment/Subcontract Not Used As Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Subcontract without the prior written consent of the other party. The Subcontractor shall not use this Subcontract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Contractor.
- D. Audit/Access to Records.** The Contractor and its representatives shall have access to any books, documents, papers, electronic data and records of the Subcontractor which are pertinent to this Subcontract. The Subcontractor shall immediately, upon receiving written instruction from the Contractor, provide to any independent auditor or accountant

all books, documents, papers, electronic data and records of the Subcontractor which are pertinent to this Subcontract. The Subcontractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Contractor.

- E. Availability of Funds.** Each payment obligation of the Contractor is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Subcontract, the Subcontract may be terminated by the Contractor at the end of the period for which the funds are available. The Contractor shall notify the Subcontractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Contractor in the event this provision is exercised, and the Contractor shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Contractor to terminate this Subcontract to acquire similar services from another party.
- F. Award of Related Contracts.** The Contractor may award supplemental or successor contracts for work related to this Subcontract. The Subcontractor shall cooperate fully with other contractors and the Contractor in all such cases.
- G. Certificate of Good Standing.** Subcontractor shall provide to Contractor a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior and during performing work under this Subcontract, if applicable.
- H. Compliance with Laws.** The Subcontractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Subcontract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Subcontractor in the performance of this Subcontract shall be kept confidential by the Subcontractor unless written permission is granted by the Wyoming Department of Health through the Contractor for its release. If and when Subcontractor receives a request for information subject to this Subcontract, Subcontractor shall notify Contractor within ten (10) days of such request and not release information to a third party unless directed to do so by Contractor.
- J. Conflicting Language.** Contract language in this document shall have precedence and control over any conflicting language contained within Attachment A, the Statement of Work, or any other document incorporated by reference in this Contract. In case of conflict, any clarification must be mutually agreed upon in writing and will govern the contractual relationship between parties.
- K. Entirety of Subcontract.** This Subcontract, consisting of twelve (12) pages, and Attachment A, Statement of Work, consisting of one (1) page, represents the entire and integrated Subcontract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

- L. **Ethics.** Subcontractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing Contractor's profession.
- M. **Extensions of Subcontract.** Nothing in this Subcontract shall be interpreted or deemed to create an expectation that this Subcontract will be extended beyond the term described herein.
- N. **Force Majeure.** Neither party shall be liable for failure to perform under this Subcontract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- O. **Indemnification.** Each party to this Subcontract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- P. **Independent Contractor.** The Subcontractor shall function as an independent contractor for the purposes of this Subcontract and shall not be considered an employee of Sweetwater County for any purpose. The Subcontractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Subcontractor in fulfilling the terms of this Subcontract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Subcontract. Nothing in this Subcontract shall be interpreted as authorizing the Subcontractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Contractor or to incur any obligation of any kind on the behalf of the State of Wyoming or the Contractor. The Subcontractor agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to the State of Wyoming employees will inure to the benefit of the Subcontractor or the Subcontractor's agents and/or employees as a result of this Subcontract.
- Q. **Notices.** All notices arising out of, or from, the provisions of this Subcontract shall be in writing either by regular mail or delivery in person at the address provided under this Subcontract.
- R. **Ownership and Destruction of Documents/Information.** The Wyoming Department of Health owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Subcontractor in the performance of this Subcontract. Upon termination of services, for any reason, Subcontractor agrees to return all such original and derivative information/documents to the Contractor in a useable format. In the case of electronic transmission, such transmission shall be

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

- S. Prior Approval.** This Subcontract shall not be binding upon either party and no services shall be performed until this Subcontract has been reduced to writing, and approved as to form by the Sweetwater County Attorney's Office.
- T. Severability.** Should any portion of this Subcontract be judicially determined to be illegal or unenforceable, the remainder of the Subcontract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- U. Sovereign Immunity.** The Contractor and the State of Wyoming do not waive sovereign or governmental immunity by entering into this Subcontract and specifically retain all immunities and all defenses available to them pursuant to Wyoming Statute 1-39-104(a) and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Subcontract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. Taxes.** The Subcontractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. Termination of Subcontract.** This Subcontract may be terminated, without cause, by either party upon thirty (30) days written notice. This Subcontract may be terminated immediately for cause if the Subcontractor fails to perform in accordance with the terms and conditions of this Subcontract. If at any time during the performance of this Subcontract, in the opinion of the Contractor, the work is not progressing satisfactorily or within the terms of this Subcontract, then at the discretion of the Contractor and after written notice to the Subcontractor, the Contractor may terminate this Subcontract or any part of it. As of the termination date, the Subcontractor will be entitled to a pro rata payment for all work accomplished and accepted by the Contractor; however, the Subcontractor shall be liable to the Contractor for the entire cost of replacement services for the duration of the Subcontract term.
- X. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Subcontract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Subcontract shall operate only between the parties to the Subcontract and shall inure solely to the benefit of the parties to this Subcontract. The provisions of this Subcontract are intended only to assist the parties determining and performing their obligations under this Subcontract.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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

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

CONTRACTOR: SWEETWATER COUNTY

Wally J. Johnson, Chairman
Sweetwater County Commission

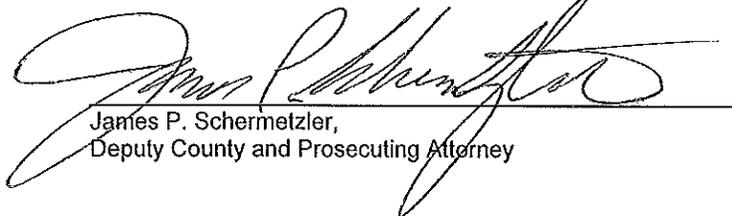
Date

ATTEST:

Dale Davis
Sweetwater County Clerk

Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM



James P. Schermetzler,
Deputy County and Prosecuting Attorney

9/9/16

Date

SUBCONTRACTOR: ROCK SPRINGS YOUNG AT HEART

Name and Title

Date

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

General Description

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

Timeline and Deliverables

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

Program Name and Description	Estimated Clients to Be Served	Amount Funded	Grant End Date
Rock Springs Young At Heart – Early Learning Center	3	\$10,980.00	9/30/2017
Provide childcare services while parents are working, seeking employment, or attending school.			
Rock Springs Young At Heart – Home Services	35	\$27,000.00	9/30/2017
Provide homemaker services to elderly and disabled individuals.			
Rock Springs Young At Heart – Nutrition	15	\$15,720.00	9/30/2017
Provide meals and special diet food to seniors citizens and disabled individuals.			

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: September 20, 2016	Presenters Name & Title: Brie Blasi, Executive Director
Department or Organization: Sweetwater County Historical Museum	Contact Phone and E-mail: 307-872-6435 swchm@sweetwater.net
Exact Wording for Agenda: Building Projects: Museum and Reliance Tipple	Preference of Placement on Agenda & Amount of Time Requested for Presentation: No preference of placement, 15 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: No
Additional Information: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	

• **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
- 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.



Sweetwater County Historical Museum

Proposed Building Projects for the Sweetwater County Museum & Reliance Tipple.
Presented to the Board of County Commissioners on September 20, 2016.

Museum Building

Some of the historic elements of exterior of the museum building are in need of repair. This includes the porch/façade and the windows.

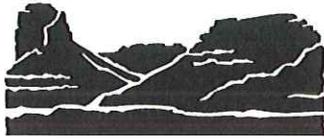
- 1) On the porch, the columns have become compromised due to both age and weather as well as the use of ice melt and rock salt. The corners and edges of the columns, other cast stone elements, and granite steps have degraded, dissolved, or been chipped away.
- 2) The glazing on the windows is beginning to degrade and fall apart. I would propose having the glazing rebuilt by either maintenance or a contract glazier, then covering the windows with storm windows. This will preserve the look of the historic windows but protect them from further damage from harsh weather, increase energy efficiency in the building, and make them easier to clean for custodial.

I have met with Karen Bailey, Mark Bish, and Rickey Rockey about what, if anything, maintenance is able to do about these issues. These specialty historic materials usually require a professional conservator to restore them, but we have discussed preventative measures.

There are grants that will cover the costs of these projects, although they are especially competitive during lean financial years. Maintenance and I will be doing more research to see what measures we can take to protect these elements until we can get grant funds to do the conservation work.

HAAF (Historic Architectural Assistance Fund) is a small grant, usually around \$1500, that will cover the costs of an evaluation. This grant requires no match.

The Wyoming Cultural Trust Fund makes grants of up to \$50,000 specifically for historic preservation projects. These grants require a one-to-one match, but this can be in-kind.



Sweetwater County Historical Museum



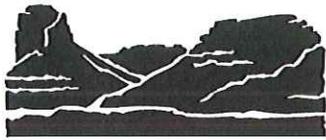
3 East Flaming Gorge Way • Green River, Wyoming 82935
307-872-6435 • 307-872-3234 (fax)
swchm@sweetwater.net • www.sweetwatermuseum.org



Sweetwater County Historical Museum



3 East Flaming Gorge Way • Green River, Wyoming 82935
307-872-6435 • 307-872-3234 (fax)
swchm@sweetwater.net • www.sweetwatermuseum.org



Sweetwater County Historical Museum



3 East Flaming Gorge Way • Green River, Wyoming 82935
307-872-6435 • 307-872-3234 (fax)
swchm@sweetwater.net • www.sweetwatermuseum.org



Sweetwater County Historical Museum

Reliance Tipple

We have had several complaints about graffiti at the Reliance Tipple this summer. I have been hesitant to expend funds to remove graffiti until we take measures to better prevent unauthorized access to the site. We have either received bids or evaluated how museum staff will do the following work at the Tipple:

- 1) Repair and reinforce fence on east (rear) of building. This is the most common area where unauthorized people are gaining access.
- 2) Install two additional lights to the east (rear) of building to increase visibility where unauthorized access is taking place.
- 3) Install video cameras that have a remote upload feature so that violators can be recorded and prosecuted.
- 4) Install better signage that clearly states that a) the area is under surveillance and trespassers will be prosecuted and b) the area is dangerous and unauthorized persons are not permitted to enter.
- 5) Remove graffiti from exterior of building.

The museum has funds earmarked for maintenance of the Reliance Tipple. These are from interest built on a CD purchased with the original grant of money from the U.P. to maintain the building. The museum board has already approved expenditures to cover all the above work if the project is approved by the Board of County Commissioners.

Proposed by:

Brigida Blasi
Executive Director
Sweetwater County Museum

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: 09/20/2016	Presenters Name & Title: Keaton West, President Chris Bradford, Recreation Superintendent Possibly Other Recreation Board Members
Department or Organization: Recreation Board	Contact Phone and E-mail: 307-922-5452 bradfordc@sweet.wy.us
Exact Wording for Agenda: Recreation Board Update	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Late morning 30 min.
Will there be Handouts? (If yes, include with meeting request form) Yes - single page	Will handouts require SIGNATURES: No
Additional Information: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	

• **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
- 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.



Board of County Commissioner's Update

September 20, 2016

1. General Update:
 - a. VSP offer in 2016 – reduced payroll \$77,511 and was absorbed in FY16 budget.
 - b. Eliminated part time caretaker positions – reduced payroll \$10,800.
 - c. Reorganized staffing to achieve better efficiency – Modified Shooting Sports to part time for year round coverage.
2. Park Reservations – 2016 total: 97 (up from 80 in 2015)
3. Organizations utilizing our facilities:
 - a. Avengers Soccer at Crossroads West
 - b. Rock Springs Girls Softball at Crossroads West
 - c. Little League Baseball at Reliance Park
 - d. 4-H Shooting Sports at Trap Club and Shooting Range
 - e. Farson-Eden School Athletics – Big Sandy Park
4. Trap Club update:
 - a. As of 08/31/2016 – Sales: \$6,808 Expenses: \$4,949 (Re-opened 4/3/16)
 - b. Eagle Scout project refurbishing 5-stand
5. Shooting Range/Archery Range update:
 - a. Eagle Scout projects in progress
 - b. Shooting range staffing
6. Sweetwater County Picnic Grounds - Water Plant decommission update
7. Arrowhead Springs Park – well and pond status
8. Aero Modeler's Park – runway status
9. Big Sandy Park – septic system for Youth Center and Sheriff's residence status

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: 9/20/2016	Presenters Name & Title: Mary Thoman, SWCCD Chairman Mike Brown, IME Engineer Karen Pecheny, SWCCD Clerk
Department or Organization: SWC Conservation District	Contact Phone and E-mail: 307-362-5257 admin@swccd.us
Exact Wording for Agenda: Drop Structure Construction Update	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Late Morning
Will there be Handouts? (If yes, include with meeting request form)	Will handouts require SIGNATURES:
Additional Information:	
Update the SWC Board of County Commissioners on the construction progress of the Drop Structure Project	
Grant application sent: Wyoming Wildlife Natural Resource Trust WWNRT	

• **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
- 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.

Sally Shoemaker

From: Sally Shoemaker
Sent: Wednesday, September 14, 2016 9:14 AM
To: 'Sweetwater County Conservation District'
Subject: RE: SWCCD Meeting Request

Thank you, Karen. I'd be happy to get your item placed on the agenda. Will you have any handouts for the commissioners packet so that they are prepared for the discussion?

Thank you,

Sally

From: Sweetwater County Conservation District [<mailto:admin@swccd.us>]
Sent: Wednesday, September 14, 2016 9:12 AM
To: Sally Shoemaker
Subject: SWCCD Meeting Request

Good Morning Sally,

We are requesting time on the Commissioners agenda for September 20. Can you please set aside 20-30 minutes for discussion.

Thank you.

Karen Pecheny
District Clerk
Sweetwater County Conservation District
79 Winston Drive, Suite 103
Rock Springs, WY 82901
Office: 307-362-5257
email: admin@swccd.us | website: <http://www.swccd.us>



BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: <div style="text-align: center; font-size: 1.2em;">9/20/2016</div>	Presenters Name & Title: Robb Slaughter Treasurer
Department or Organization: Treasurers Office	Contact Phone and E-mail: Robb Slaughter 872-3724 slaughter@sweet.wy.us
Exact Wording for Agenda: Request to replace position	Preference of Placement on Agenda & Amount of Time Requested for Presentation: N/A
Will there be Handouts? (If yes, include with meeting request form) Yes, From HR	Will handouts require SIGNATURES: No
Additional Information: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	

• **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
- 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.

**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 9/20/2016
 Department: Treasurer's Office
 Position: Auto License Clerk
 Vacancy Date: 12/1/2016
 Reason for vacancy: Retirement
 Department Request: To Restaff position by 11/1/16 before the employee retires, to allow for training. Restaff position Full time with full benefits
 Anticipated Re-staff Date: 11/1/2016

Board Action	
Approved _____	Date: <u>9/20/2016</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly							Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits		
Previously staffed position	Auto License Clerk (Grade 12, step 8) 31 years	11/18/1985	\$ 4,050.80	\$ 673.24	\$ 635.01	\$ 14.58	\$ 309.89	\$ 12.15	\$ 1,644.87	\$ 5,695.67	\$ 68,348.09
Anticipated Costs to restaff Position Vacancy	Auto License Clerk (Grade 7, step 1)	11/1/2016	\$ 2,585.77	\$ 429.75	\$ 1,948.14	\$ 9.31	\$ 197.81	\$ 7.76	\$ 2,592.77	\$ 5,178.54	\$ 62,142.51
Net Difference (decrease)			\$ (1,465.03)	\$ (243.49)	\$ 1,313.13	\$ (5.27)	\$ (112.07)	\$ (4.40)	\$ 947.90	\$ (517.13)	\$ (6,205.58)

Decrease to budget

NOTES

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

Brenda Rael

Reviewed by HR Representative (signature)

Rolla Knight

Reviewed by Department Head/ Elected Official (signature)

Commission Chair (signature)

9-13-2016

Date:

9/13/16

Date:

Date:

Sweetwater County
Request to Restaff Vacant Position

Board Meeting Date: 9/20/2016
 Department: Treasurer's Office
 Position: Auto License Clerk
 Vacancy Date: 12/1/2016
 Reason for vacancy: Retirement
 Department Request: Hire 2 PART TIME employees by 11/1/16 before the employee retires, to allow for training. 29 HOURS per week plus part time benefits
 Anticipated Re-staff Date 11/1/2016

Board Action	
Approved _____	Date: <u>9/20/2016</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly							Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits		
Previously staffed position	Auto License Clerk (Grade 12, step 8) 31 years	11/18/1985	\$ 4,050.80	\$ 673.24	\$ 635.01	\$ 14.58	\$ 309.89	\$ 12.15	\$ 1,644.87	\$ 5,695.67	\$ 68,348.09
Anticipated Costs to restaff Position Vacancy	PART TIME Auto License Clerk - 29 hours per week (Grade 7, step 1)	11/1/2016	\$ 1,874.72	\$ 156.91	\$ -	\$ -	\$ 143.42	\$ 5.62	\$ 305.95	\$ 2,180.67	\$ 26,168.10
	PART TIME Auto License Clerk - 29 hours per week (Grade 7, step 1)	11/1/2016	\$ 1,874.72	\$ 156.91	\$ -	\$ -	\$ 143.42	\$ 5.62	\$ 305.95	\$ 2,180.67	\$ 26,168.10
Net Difference (DECREASE)			\$ (301.36)	\$ (359.41)	\$ (635.01)	\$ (14.58)	\$ (23.05)	\$ (0.90)	\$ (1,032.97)	\$ (1,334.32)	\$ (16,011.90)

Decrease to budget

NOTES

Part time employees are not eligible for health insurance benefits. County pays 8.37% retirement benefit for part time employees. Part time employees pay Employee portion of 8.25% retirement benefit.

Brenda Rael

Reviewed by HR Representative (signature)

9-13-2016

Date:

9/13/16

Date:

Date:

Reviewed by Department Head/ Elected Official (signature)

Commission Chair (signature)

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

September 20, 2016

**Land Use
Agenda and Staff Report**

Prepared by:

**Sweetwater County Land Use
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
(307) 872-3914**

Board of County Commissioners

Public Hearing Agenda

September 20, 2016

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

Public Hearing

1. Blaine & Judith Sweat
Variance
Setback Requirements
2. Language Amendments
Zoning Resolution
Solar Energy Regulations

Public Hearing # 1

Board of County Commissioners

September 20, 2016

Property Owner

Blaine & Judith Sweat
418 D Yellowstone Rd.
Rock Springs, WY
82901

Other Parties

Legal Description

Mountaineer 2nd
Block 1, Lot B

Current Zoning

R-2 (LS-1)
(Mixed Residential -
Minimum Lot Size 1 Ac)

Legal Requirements

Adjacent Notices Sent:
August 11, 2016

Public Hearing Advertised:
August 12, 2016

Sign Posted:
August 31, 2016

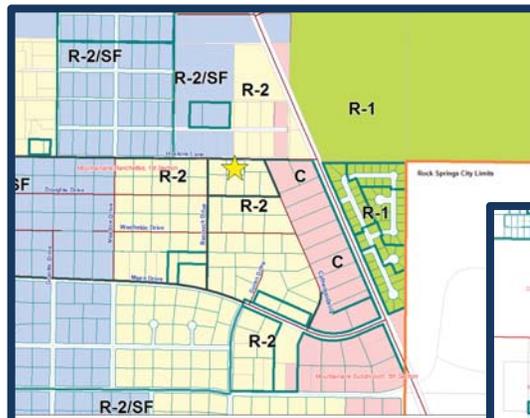
Utilities & Districts

Water: WMWSD
Sewer: WMWSD
Others: Fire Dist. 1
Natural Gas

Land Use Presenter

Eric Bingham
Land Use Director

Blaine & Judith Sweat Variance Setback Requirements



Zoning Map

Vicinity Map



Public Hearing # 1

Blaine & Judith Sweat

Variance

Setback Requirements

Summary of Application

Blaine & Judith Sweat are requesting a Variance from the setback requirements of the R-2 Zoning District found in Section 5 of the 2015 Zoning Resolution. This Variance, if approved, will allow an existing accessory structure to encroach into the required 5 foot side setback by 1 foot. This 1.0 acre parcel is owned by Blaine & Judith Sweat and is legally described as Mountaineire Subdivision, 2nd Section, Block 1, Lot B and is addressed as 149 Hoskins Lane, Sweetwater County, Wyoming.

Summary of Regulations:

The Commission and Board shall take into consideration the following conditions when considering a variance:

1. There are special circumstances, which are peculiar to the land or building for which the variance is sought and do not apply generally to land or buildings in the neighborhood, and have not resulted from any act of the applicant subsequent to the adoption of the Zoning Resolution. There are no substantial topographical or vegetative features on the lot that would require the owner to place structures in a particular location. The structure was built without a zoning permit, which could suggest that a variance could have been avoided if building setbacks were known at the time of construction.
2. The circumstances or conditions are such that the strict application of the provisions of the Sweetwater County Zoning Resolution would deprive the applicant of the reasonable use of the land or building, the granting of the adjustment is necessary or the reasonable use thereof and the adjustment as granted is the minimum adjustment that will accomplish this purpose. Even though the adjustment is not necessary for the reasonable use of property, the applicant is requesting a minimal adjustment and if granted will not impose any additional fire code requirements on adjacent properties due to all of the existing setback requirements. Furthermore, the property meets all of the open space requirements, so the encroachment will not cause any additional building congestion.
3. The granting of the variance is in harmony with the general purposes and intent of the Zoning Resolution and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. The Sweetwater County Code Enforcement Specialist has performed a fire inspection of the building and the building meets the requirements set forth by the 2015 International Fire Code. In addition, the encroachment will not pose any additional fire risk to neighboring properties or existing structures on the owners lot. The structure is over 30 feet from the existing dwelling.

Public Hearing # 1

Blaine & Judith Sweat

Variance

Setback Requirements

Public Comments:

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

Agency Comments:

Questar - Property owner shall not place any structure over top of gas lines, services line or mains (including sheds). Call for locates.

CIG - CIG has no facilities in the immediate area; thus we have no concerns.

White Mountain Water & Sewer District - We have no utilities in the easement, however, if we did, we would have a problem with the permitting process not being followed as this continually causes problems for our district. We have permits on file for only the main house.

Staff Comments, Recommendations and Conditions:

In August of 2016, staff discovered that an accessory residential structure had been constructed without a permit at 149 Hoskins Lane when a Home Occupation permit was submitted to our office by the owners son. Staff further discovered, by the site plan, that the building was encroaching in to the side setback. The owner was notified that a variance would be required to keep the structure at its current location and that additional fees would be required because the structure was built without a permit, which includes a late application fee of \$500.00 in addition to the \$250.00 public hearing fee for the variance.

Staff has inspected the site and located a property corner with the property owner, which verified an encroachment of one foot in to the side setback. Also the structure was inspected by the Code Enforcement Specialist to verify compliance with the 2015 International Fire Code, which passed.

The purpose of variances shall be to modify the strict application of the requirements of the Zoning Resolution where, owing to exceptional and extraordinary circumstances, literal enforcement of the terms of this Resolution will result in unnecessary hardship. Because the encroachment is the minimum adjustment necessary and will not be injurious to the adjacent property, staff is in support of the request.

At the September 14, 2016 Planning and Zoning Commission public hearing the Commission voted 5-0 to approve the request with the condition that no additional openings are allowed in the wall of the structure that is encroaching into the setback. In order to mitigate potential fire hazards and because the Zoning Resolution requires 10 foot spacing between structures on adjacent properties, this condition was placed so the adjacent property owner could build in the area of the encroaching structure.

Public Hearing # 1

Blaine & Judith Sweat Variance

Setback Requirements



North



East



South

West



RECOMMENDATION 16-09-ZO-01

BLAINE AND JUDITH SWEAT VARIANCE SETBACK REQUIREMENTS

WHEREAS, Blaine & Judith Sweat are requesting a **Variance from the setback requirements of the R-2 Zoning District** found in Section 5 of the 2015 Zoning Resolution. This Variance request, if approved, will allow an existing accessory structure to encroach one foot into the required five foot side setback on property located at 149 Hoskins Lane which is zoned Mixed Residential (R-2). This one acre parcel is owned by Blaine & Judith Sweat and is legally described as:

Mountaineer Subdivision, 2nd Section, Block 1, Lot B, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the 2015 Zoning Resolution on September 14, 2016 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 5-0 to recommend conditioned approval of the request in accordance with the 2015 Zoning Resolution;

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends APPROVAL of the Variance from the Setback Requirements of the R-2 Zoning District to allow a one foot encroachment into the side setback requirement of five feet with the following condition:

1. No additional openings (doors, windows, etc.) will be allowed in the wall of the structure that encroaches into the setback.

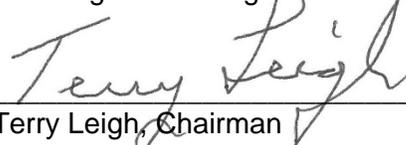
Dated this 14th day of September, 2016.

Attest:



Steven Dale Davis, County Clerk

Sweetwater County
Planning and Zoning Commission



Terry Leigh, Chairman

RESOLUTION 16-09-ZO-01 – APPROVED

**BLAINE AND JUDITH SWEAT
VARIANCE
SETBACK REQUIREMENTS**

WHEREAS, Blaine & Judith Sweat are requesting a **Variance from the setback requirements of the R-2 Zoning District** found in Section 5 of the 2015 Zoning Resolution. This Variance request, if approved, will allow an existing accessory structure to encroach one foot into the required five foot side setback on property located at 149 Hoskins Lane which is zoned Mixed Residential (R-2). This one acre parcel is owned by Blaine & Judith Sweat and is legally described as:

Mountaineer Subdivision, 2nd Section, Block 1, Lot B, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on September 20, 2016 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners APPROVES the Variance from the Setback Requirements of the R-2 Zoning District to allow a one foot encroachment into the side setback requirement of five feet.

Dated this 20th day of September, 2016.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

RESOLUTION 16-09-ZO-01 – APPROVED

BLAINE AND JUDITH SWEAT VARIANCE SETBACK REQUIREMENTS

WHEREAS, Blaine & Judith Sweat are requesting a **Variance from the setback requirements of the R-2 Zoning District** found in Section 5 of the 2015 Zoning Resolution. This Variance request, if approved, will allow an existing accessory structure to encroach one foot into the required five foot side setback on property located at 149 Hoskins Lane which is zoned Mixed Residential (R-2). This one acre parcel is owned by Blaine & Judith Sweat and is legally described as:

Mountaineer Subdivision, 2nd Section, Block 1, Lot B, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on September 20, 2016 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners APPROVES the Variance from the Setback Requirements of the R-2 Zoning District to allow a one foot encroachment into the side setback requirement of five feet with the following condition:

1. No additional openings (doors, windows, etc.) will be allowed in the wall of the structure that encroaches into the setback.

Dated this 20th day of September, 2016.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

RESOLUTION 16-09-ZO-01 - DENIED

BLAINE AND JUDITH SWEAT VARIANCE SETBACK REQUIREMENTS

WHEREAS, Blaine & Judith Sweat are requesting a **Variance from the setback requirements of the R-2 Zoning District** found in Section 5 of the 2015 Zoning Resolution. This Variance request, if approved, will allow an existing accessory structure to encroach one foot into the required five foot side setback on property located at 149 Hoskins Lane which is zoned Mixed Residential (R-2). This one acre parcel is owned by Blaine & Judith Sweat and is legally described as:

Mountaineer Subdivision, 2nd Section, Block 1, Lot B, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on September 20, 2016 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners DENIES the Variance from the Setback Requirements of the R-2 Zoning District.

Dated this 20th day of September, 2016.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

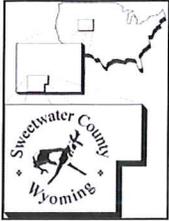
Don Van Matre, Member

Randal M. Wendling, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member



Amendment, Variance or Appeal

Sweetwater County Land Use
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
p: (307) 872-3914 / 922-5430 f: 872-3991
landuse@sweet.wy.us

Date of Submittal: 08.01.16
Permit Number: EP1177
Present Zoning: R-2
PID: 04-1909-09-1-02-011-00

Date of Hearings: PZ 10:00am on SEPT. 14, 2016 BCC 1:30pm on SEPT. 20, 2016 Resolution: _____
 Approved Conditions:
 Call Jim at (307) 872-3923 for IFC Inspection when construction is complete.

 Denied/Reason: _____
Date of Action: _____ Land Use Official Signature: _____

Application Fee: \$250.00 for **Residential Applications Requiring a Public Hearing**
 \$500.00 for **Non-Residential Applications Requiring a Public Hearing**

GENERAL INFORMATION

Lot and parcel development standards are found in Section 4 of the 2015 Zoning Resolution. Please make sure that your development and lot or parcel meets these required improvements.

Sweetwater County has adopted and will inspect for the International Fire Code. Sweetwater County has not adopted and does not enforce the International Residential Code or the International Building Code. It is the applicant's or landowner's responsibility to ensure that construction standards are met and buildings and structures are inspected.

Please fill the application out completely; incomplete applications will be returned. Attach all required supporting documentation and additional information which may be required for approval of your application. Regulations may be found in the Sweetwater County Zoning Resolution.

CONTACT INFORMATION

Property Owner of Record Contact Information

Name: Blaine + Judith A. Sweet #8938
Company: _____
Address: 418 Yellowstone RD; Unit D
Rock Spring, WY 82901
Phone: 307-349-6418
Email: bsweet@wyoming.com

Applicant/Business Owner Contact Information

Name: Same
Company: _____
Address: _____
Phone: _____
Email: _____

RECEIVED
EP1177
AUG - 1 2016
SWC LAND USE

PROPERTY INFORMATION

County Assigned Address: 149 HOSKINS LANE Lot Size: 1 (acres)
Project Location: Quarter(s): NE Section: 9 Township: 19 Range: 10S
Subdivision Name: MOUNTAINAIRE 2ND Lot: B Block: 1
Overlay District: Highway Scenic Slope

AMENDMENTS – See Section 20 of the 2015 Zoning Resolution & Attach Any Special Requirements

LANGUAGE

Section Proposed to be Amended: _____

Proposed Text:

Reason for Proposed Amendment:

RECEIVED
DP1177
AUG - 1 2016
SWC LAND USE

ZONING

Existing Zoning: _____ Proposed Zoning: _____

Reason for Proposed Amendment:

VARIANCE – See Section 4 of the 2015 Zoning Resolution & Attach Any Special Requirements

Cite Regulation Subject to Proposed Variance: DOCS NOT MEET SETBACK

Explain Need for Proposed Variance:

Building is 4 1/2' OFF FENCE LINE. I need THE ADDITIONAL SPACE TO PARK PERSONAL VEHICLE

APPEAL – See Section 4 of the 2015 Zoning Resolution & Attach Any Special Requirements.

Cite Action Subject to Proposed Appeal: _____

Explain Need for Appeal:

SIGNATURE REQUIRED

I acknowledge that I have read and understand this application and the pertinent regulations. I further agree if the permit is approved, I will comply with all regulations and conditions of approval. I grant Sweetwater County the right of ingress/egress as reasonably necessary to determine compliance with County regulations or conditions of this permit. I certify that the information provided with this application is true and correct.

Blain Sweet
Signature of Owner of Record

7-29-16
Date

Blain Sweet
Signature of Applicant/Agent

7-29-16
Date

Public Hearing # 2

Board of County Commissioners

September 20, 2016

Language Amendments

2015 Zoning Resolution

Sections 4, 7 & 21 - Solar Energy Systems

The Land Use Department is proposing several language amendments to the 2015 Zoning Resolution to accommodate solar energy production. Currently, there are no standards established for large solar projects within the Sweetwater County Zoning Resolution. Although solar energy can provide an alternative energy source, the proposed location of a solar energy facility may effect neighboring properties, if developed improperly. Negative effects could include the following: glare; storm water; dust; noxious weeds and abandoned projects that are not properly reclaimed.

Language was advertised in the May 6, 2016 edition of the Rocket Miner as well as on the County website.

On June 8, 2016 the Planning and Zoning Commission at their regular meeting tabled the language amendment to allow staff the time to clarify the issue of glare and how to properly regulate glare in the Solar Energy Regulations.

Staff performed further research and presented revised text to the Planning and Zoning Commission on July 13, 2016, which was recommended for approval.

On July 19, 2016 the Board of County Commissioners signed a Notice of Intent to amend Sections of the 2015 Zoning Resolution to address Solar Energy Regulations. During the 45 day comment period, staff received a letter from the Wyoming Mining Association suggesting language to be included with the solar regulations to address their concerns with mineral rights. The language that was provided was reviewed by Staff with the County Attorney's Office and was viewed as problematic in that it was requiring consent from mineral holders before a Conditional Use could even be applied for. Staff is recommending language that is in our Wind Farms regulations to also be included in the Solar Energy System regulations regarding "Notification of Mineral Rights".

Staff is requesting that the following language be included with the adopted regulations:

o) Notice of Mineral Rights. Applicant(s) shall certify that notice has been provided to the record owners and claimants of mineral rights located on or under the lands where the proposed Solar Energy System Utility Scale facility will be constructed. Such notice shall contain the location of proposed Solar Energy Systems Utility Scale project, underground wiring and may include notice by publication. The certification of notice shall be provided with the application. The notice shall comply with all standards and requirements adopted by the Wyoming Industrial Siting Council.

RESOLUTION 16-09-CC-03

LANGUAGE AMENDMENTS TO THE SWEETWATER COUNTY ZONING RESOLUTION SECTION 4 – ADMINISTRATION & ENFORCEMENT SECTION 7 – CONDITIONAL USES SECTION 21 – DEFINITIONS SOLAR ENERGY REGULATIONS

WHEREAS, on May 6, 2016 the Sweetwater County Land Use Department advertised that a public hearing would be held on June 8, 2016 at 10:00 a.m. before the Planning and Zoning Commission at which time language amendments to Sections 4, 7 and 21 of the Sweetwater County Zoning Resolution would be proposed; and

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing on June 8, 2016, at which time these proposed amendments were tabled, and;

WHEREAS, the Sweetwater County Planning and Zoning Commission voted unanimously to take from the table the proposed amendments at a public hearing held on July 13, 2016 and at this public hearing requested and received public comment and voted 5-0 to approve and certify the proposed language amendments, and;

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on July 19, 2016, gave due consideration to the recommendation of the Planning and Zoning commission as well as to all the evidence and testimony presented at the hearing, and voted unanimously to sign a Notice of Intent to consider adoption of the language amendments to the Sweetwater County Zoning Resolution, and;

WHEREAS, this Notice of Intent called for public comments to be received by September 3, 2016 and that the Sweetwater County Board of County Commissioners would consider adoption of these new rules after a public hearing on September 6, 2016, which was postponed and a public notice was advertised on September 7, 2016 for a public hearing to be held on September 20, 2016, and;

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on September 20, 2016, gave due consideration to the recommendation of the Planning and Zoning commission as well as to all the evidence and testimony presented at the hearing, and voted unanimously to adopt the language amendments to the Sweetwater County Zoning Resolution;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners **ADOPTS** the Language Amendments to **Sections 4, 7 and 21 of the Sweetwater County Zoning Resolution regarding Solar Energy Systems**, which are attached hereto and entitled “Board of County Commissioners Resolution 16-09-CC-03; Language Amendments to the Sweetwater County Zoning Resolution; Solar Energy Systems” and allows the Land Use Department to reorganize sections and subsections and to make minor administrative changes.

Dated this 20th day of September, 2016.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

Board of County Commissioners Resolution 16-09-CC-03
Language Amendments to the Sweetwater County Zoning Resolution
Solar Energy Systems

Amendment to Section 7

Solar Energy Systems-Utility Scale

1. Design Standards for Solar Energy Systems-Utility Scale:
 - a) Solar Energy Systems-Utility Scale shall be enclosed by perimeter fencing to restrict unauthorized access.
 - b) Potable Water and Sanitary Sewer. All permanent occupied operation and maintenance buildings must have approved potable water and sanitary sewer systems. This approval shall be obtained from the Sweetwater County Health Department or WDEQ.
 - c) All Solar Energy Systems-Utility Scale shall comply with the National Electrical Code, current edition and applicable ICC codes. In addition all solar energy system components shall comply with the standards of the Wyoming Department of Fire Prevention and Electrical Safety.
 - d) Height. All Solar Energy System Utility Scale structures shall not exceed twenty five feet in height.
 - e) Solar Energy Systems-Utility Scale shall not be located within the Growth Management Area.
 - f) Minimum lot size. No Solar Energy System-Utility Scale shall be constructed on any parcel less than forty (40) acres in size.
 - g) On-site power lines shall be placed underground.
 - h) Greater Sage Grouse Areas. No Solar Energy System - Utility Scale shall be located within Greater Sage Grouse Core Areas as defined by Governor Order 2011-5 or as amended, or Sage Grouse Priority Habitat and Focal Areas as defined by the BLM approved Resource Management Plan Amendment for Greater Sage Grouse. When the Governor's Sage Grouse Executive Order and the BLM approved Resource Management Plan amendment for Greater Sage Grouse conflict, the more restrictive of the documents shall apply.
 - i) Wildlife: Solar Energy Systems-Utility Scale shall incorporate wildlife requirements imposed by the Wyoming Game & Fish, United States Fish and Wildlife service and other governing state and federal agency.
 - j) Site Management
 - i. Drainage from the Solar Energy System-Utility Scale shall not adversely affect upstream and downstream properties.
 - ii. Solar Energy Systems Utility Scale shall avoid soil erosion and controlled runoff. Disturbance and construction on erodible soils and slopes shall be avoided.
 - iii. Dust control within all phases of the Solar Energy System Utility Scale is mandatory by means acceptable to Sweetwater County and WDEQ.
 - iv. Noxious Weed and Invasive Species control, as defined by Wyoming Statutes, except where rules are superseded by a governing agency, shall be required in all phases of the Solar Energy System - Utility Scale. Invasive species, as defined by Sweetwater County Weed and Pest, shall be controlled in all phases of the Solar Energy System - Utility Scale.
 - v. Damage to existing vegetation shall be minimized. Disturbed areas shall be reseeded in accordance with WDEQ regulations and the reclamation plan approved by the Board, except where rules are superseded by a governing agency.

- k) Visual appearance
 - i. Solar Energy Systems-Utility Scale buildings and accessory structures shall, to the extent reasonably possible, use materials, colors, and textures that will blend the facility into the existing environment.
 - ii. Appropriate landscaping and/or screening materials may be required to help screen the Solar Energy Systems-Utility Scale.
 - iii. No Solar Energy Systems-Utility Scale shall be placed such that concentrated solar glare projects onto adjacent properties or roadways within 1-1/4 mile of the project site.
 - iv. Solar panels shall not be placed in the vicinity of any airport in a manner that would interfere with airport flight patterns. Acknowledgement of approval from the Federal Aviation Administration will be necessary.
 - v. Lighting of the Solar Energy Systems-Utility Scale and accessory structures shall be limited to the minimum necessary and full cut-off lighting (e.g., dark sky compliant) may be required when determined necessary to mitigate visual impacts.
- l) Noise.
 - i. No operating Solar Energy Systems-Utility Scale shall produce noise that exceeds the following limitations:
 - 1. 50 decibels on the dB(A) scale during the hours between 7 am and 7 pm MDT as measured at the property line of any neighboring residentially zoned lot, and
 - 2. 45 decibels on the dB(A) scale during the hours between 7 PM and 7 AM MDT as measured at the property line of any neighboring residentially zoned lot.
- m) Setbacks. Solar Energy System Utility Scale structures shall be setback from all property lines and public rights-of-way at least fifty feet, or one and on-half times the height of the Solar Energy System structure, whichever is greater. Additional setback may be required to mitigate noise and glare impacts, or to provide for designated road or utility corridors, as identified through the review process. Solar Energy System Utility Scale structures shall be setback a minimum of 1.25 miles from any residentially zoned properties or residence.
- n) Decommissioning;
 - i. Solar Energy Systems-Utility Scale which has not been in active and continuous service for a period of one year shall be removed at the owner's or operator's expense.
 - ii. The site shall be restored in accordance with the approved reclamation plan within six months of the removal.
 - iii. Unless exempt by the Public Service Commission, proof of financial assurance for complete decommissioning and site reclamation shall be provided in accordance with WECS regulations.

2. Application Requirements:

- a) Letters from all surface property owners upon which the Solar Energy Systems-Utility Scale will be located or other legal documentation (memorandum of lease, etc.) which demonstrates consent of owners.
- b) General Scope of Solar Energy System – Utility Scale. Relevant information on the project including general location of the project, timeframe for construction including the

- schedule for phasing, project life, markets for the electricity produced and status of power purchase agreement.
- c) Public utility information. Documentation that the proposed Solar Energy System - Utility Scale is owned or operated by a Public Utility and subject to the requirements of the Public Service Commission, if applicable.
 - d) Summary of the Solar Energy System-Utility Scale. Provide a description of the Solar Energy System - Utility Scale including its total nameplate generating capacity and a nameplate capacity of each module, the equipment manufacturers, types of solar modules, complete component list of Solar Energy System, number of solar arrays, the maximum solar energy system height, and the minimum distance between the ground and the top of the solar array.
 - e) Social and Economic Report.
The social and economic reporting requirements shall include the following:
 - i. The estimated amount of property, sales, and other taxes to be generated by the project in Sweetwater County.
 - ii. Estimated local expenditures of construction materials in Sweetwater County.
 - iii. The estimated number of construction jobs and estimated construction payroll.
Estimated number of local construction job opportunities.
 - iv. Estimate the construction workforce spending in Sweetwater County.
 - v. Estimate number of permanent jobs and estimated continuing payroll.
 - f) Drawings, prepared by a qualified professional Licensed in the State of Wyoming, prepared to a suitable scale on 24" x 36" sheets
 - i. Solar Energy System-Utility Scale boundary lines and property lines prepared by a Wyoming Licensed Surveyor.
 - ii. Legal description of Solar Energy System-Utility Scale Boundary
 - iii. All existing and proposed structures, right of ways, and above and below ground facilities and utilities within the Solar Energy System-Utility Scale.
 - iv. All existing and proposed public and private access roads and turnout locations including dimensions.
 - v. Topographic line showing the existing topography of the project and the surrounding area.
 - vi. Fencing detail.
 - vii. A complete electrical layout of the entire Solar Energy System-Utility Scale including substations, transmission collector and gathering lines and other ancillary facility components.
 - g) Drainage, Erosion, Dust Control, Grading and Vegetation Removal Plan prepared by a Wyoming Licensed Engineer which includes the following:
 - i. Drainage calculations based on a 25 year storm event unless the location, terrain and topography dictate a higher amount
 - ii. Existing and proposed contours
 - iii. Existing wetlands and floodways
 - iv. Water management structures
 - v. Drainage flow direction
 - vi. Effects on downstream and upstream properties
 - vii. Erosion mitigation and runoff control
 - viii. Dust control plan
 - h) Waste Management Plan

- i. A waste management plan that includes an inventory of estimated solid wastes to be generated and a proposed disposal program for the construction, operation and eventual decommissioning of the proposed Solar Energy System-Utility Scale.
- i) Reclamation and Decommissioning Plan. Describe the decommissioning and final land reclamation to be followed after the anticipated useful life, or abandonment or termination of the project, including evidence of proposed commitments with affected parties (county, any lessor or property owner, etc.) that ensure proper final reclamation of the solar energy system utility scale.
- j) Environmental Analysis. In the absence of a required state or federal agency environmental review for the project (e.g. NEPA), the Commission and Board may require an environmental report in accordance with WECS regulations prepared by a licensed professional.
- k) Visual Impacts, Appearance, and Scenic Viewsheds. Potential visual impacts may be caused by components of the project such as mirrors, solar towers, cooling towers, steam plumes, aboveground electrical lines, accessory structures, access roads, utility trenches and installations, and alteration of vegetation. Those projects that are within a sensitive viewshed, utilize reflective components (e.g., exposed mirrors), shall provide a viewshed analysis of the project, including visual simulations of the planned structures. The number of visual simulations shall be sufficient to provide adequate analysis of the visual impacts of the proposal, which shall be from no less than ten vantage points that together provide a view from all sides of the project. The County may require analysis from significantly more vantage points, such as different distances and sensitive locations.
- l) The applicant shall provide an analysis from solar glare hazard analysis software for PV systems that provide a quantified assessment of when and where glare will occur throughout the year on to nearby properties and public roadways. If glare is predicted, the applicant shall provide mitigation measures to address the impacts of solar glare. Mitigation measures may include and are not limited to textured glass, anti-reflective coatings, screening, and angling of solar PV modules in a manner that reduces glare to surrounding land uses.
- m) Traffic study in accordance with WECS regulations.
- n) Transportation Plan for Construction and Operation Phases. Indicate by description and map what roads the project will utilize during the construction and operation/maintenance phases of the project, along with their existing surfacing and condition. Specify any new road and proposed upgrade or improvements needed to the existing road system to serve the project. If significant impacts to the transportation system are anticipated, the County may require financial guarantees to ensure proper repair/restoration of roadways or other infrastructure damaged or degraded during construction to dismantling of the project. Road Use and Maintenance agreement in accordance with WECS regulations may be required.
- o) Notice of Mineral Rights. Applicant(s) shall certify that notice has been provided to the record owners and claimants of mineral rights located on or under the lands where the proposed Solar Energy System Utility Scale facility will be constructed. Such notice shall contain the location of proposed Solar Energy Systems Utility Scale project, underground wiring and may include notice by publication.. The certification of notice shall be provided with the application. The notice shall comply with all standards and requirements adopted by the Wyoming Industrial Siting Council.

Amendment to Section 21

Definitions:

1. **Solar Energy System – Utility Scale:** A large, utility scale solar collection system designed to convert solar energy into electrical energy for the supply of solar power into the electricity grid or with a total rated capacity of 250 kW or larger.
2. **Solar Energy System – On-Site:** Any device or combination of devices which collects sunlight primarily for generating energy for use on-site and with a total rated capacity under 250 kW. When a property also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be sold back to the utility company.
3. **Solar Glare:** The effect produced by light reflecting from a solar panel with intensity sufficient to cause annoyance, discomfort, or loss in visual performance visibility

Amendment to Section 4.C

Solar Energy System On-Site

1. Height.
 - a. Building or roof-mounted solar energy systems on site shall not exceed the maximum allowed height in any zoning district.
 - b. Ground or pole-mounted solar energy system on-site shall not exceed fifteen (15) feet in height when oriented at maximum tilt.
2. Setbacks.
 - a. Ground mounted solar energy systems may not extend in to the front, side or rear setback when oriented at minimum design tilt.
 - b. The total area of the ground mounted system cannot exceed 10 percent of the lot or parcel area.
3. Approved Solar Components.
 - a. Electric solar components shall have UL listings and with the National Electric Code.
4. Visual Appearance.
 - a. Solar panels shall be placed such that concentrated solar radiation or glare shall not be directed onto nearby properties or roadways

Amendment to Section 4.B.3

- f) Solar Energy Systems On-site roof mounted with a total nameplate capacity of less than 5 kW and ground mounted solar energy systems with a total footprint of less than 50 percent of the primary structure.

CERTIFICATION

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

We hereby certify that Resolution 16-09-CC-03 regarding the Sweetwater County Zoning Resolution has been approved by the Sweetwater County Commission in accordance with all applicable provisions of the Administrative Procedures Act, including:

1. At its regular meeting on July 13, 2016 the Sweetwater County Commission announced its intent to adopt amendments to the Sweetwater County Zoning Resolution.
2. Prior to adoption, these rules were made available for public inspection, and more than forty-five (45) days have lapsed since the Sweetwater County Commission announced its intent to adopt said rules.
3. The amendments to the Sweetwater County Zoning Resolution shall become effective immediately upon filing with the Sweetwater County Clerk.

Dated this 20th day of September, 2016.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: September 20, 2016	Presenters Name & Title: Eric Bingham - Land Use Director
Department or Organization: Land Use Department	Contact Phone and E-mail: 872-3914
Exact Wording for Agenda: Public opinion results for Accessory Residential Tracks North of Rock Springs	Preference of Placement on Agenda & Amount of Time Requested for Presentation: In th afternoon after Planning and Zoning Public Hearing
Will there be Handouts? (If yes, include with meeting request form) no	Will handouts require SIGNATURES: no
Additional Information:	
Staff will be presenting the survey results that were sent out in August of 2016. The purpose of the survey was to	
gauge public opinion on the County pursuing regulations on allowing personal accessory residential Off-Highway	
Vehicle tracks in residential subdivision.	

• **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
- 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.