

11:00 H . Federal Agency Annual Meeting with SWCO

LUNCH

ACTION/PRESENTATION ITEMS CONTINUED

1:30 I . VSO Director Employment Contract Renewal

1:45 J . Fair Board Volunteer Program

2:00 K . Tax Anticipation Warrant Agreement- 2012-13

2:10 L . Tent Structure MOU

2:25 M . Request the Approval of the FY 2013 TANF
Community Partnership Initiative Grant
Application Certification

2:30 N . Request the Approval of the BYE 2014 Juvenile
Detention Alternatives Initiative Grant Contract

2:35 O . Request the Approval of the BYE 2014 Juvenile
Services Block Grant Contract

2:40 P . Request the Approval of the 2012 HIDTA MOU
Grant Award

2:45 Q . Approval of Rock Springs Police Department
Purchase from DHS Monies

3:00 R . Approval of Sheriff's Office Purchase with FY 2011
Homeland Security Grant Money

3:15 S . Request Authorization to Advertise and Fill
Up-Coming Vacancy in the Clerk of District Court
Department

OTHER

3:30

EXECUTIVE SESSION(S) AS NEEDED

ADJOURN

Budget Workshop at 4:00

June 5 2012
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

Chairman Johnson called for a motion to approve the agenda. *Commissioner West so moved. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

Approval of Minutes 5-15-12

Commissioner Kolb moved to approve the minutes for 5-15-12. Commissioner Van Matre seconded the motion. With no discussion, the motion was approved unanimously.

Acceptance of Bills

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

Commissioner West moved to approve the acceptance of the bills which includes the county vouchers/warrants, bonds and abates/rebates. Commissioner Kolb seconded the motion. With no discussion, the motion was approved unanimously.

WARR#	NAME	DEPT	TOTAL
	Salaries (Net)		943,414.28
48713	Ascent Construction Inc	Grants Proj	443,930.70
4	Centurylink	Grants Proj, Flt Veh Main, RS Off Bld A, Fire Marshal, Commiss, Juv Prob, GR Fcl Mt CH, Enhd 911, Coroner	432.10
5	Centurylink	Clk, Treas, Assess, Shrf, Co Atrny, GR Cir Court, Clk Dist Crt, Road & Bridg, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin	933.58
6	Centurylink	Commiss, Clk, Treas, Assess, Co Atrny, Juv Prob, GR Cir Court, IT Dept, Clk Dist Crt, GR Fcl Mt CH, Comm Nur-Hom	1,465.39
7	Centurylink	Shrf, Road & Bridg, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, Enhd 911, Shrf Emg Mgt, Comm Nur-Hom, Vet Services	2,630.15
8	Centurylink	IT Dept	1,131.27
9	Centurylink	Elect	26.67
48720	Centurylink	Shrf	70.95
1	Home Depot Credit Service	Shrf Dtn Mnt, GR Fcl Mt CH, Co Atrny	405.41
2	Home Depot Credit Service	Shrf Dtn Mnt, GR Fcl Mt CH	432.70
3	Paetec	Commiss, Clk, Treas, Assess, Shrf, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, IT Dept, Coroner, Clk Dist Crt, GR Fcl Mt CH	318.76
4	Paetec	Road & Bridg, Flt Veh Main, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, RS Off Bld A, Shrf Emg Mgt, Fire Marshal, Comm Nur-Hom	318.84
5	Questar Gas	RS Rd & Brdg, RS Veh Maint, Shrf Dtn Mnt, RS Mnt/C Pur	4,015.21
6	Rocky Mtn Power	RS R&B Lagoo, GR Fcl Mt CH, RS Veh Maint, Thmpsn Bld A, JV 731 Bld D, Att Bld 731C	1,638.36
7	Satcom Global Fze Union Telephone Company	Coroner	116.85
8	Inc	Coop Ext/4H	167.09
9	Verizon Wireless	Shrf, Shrf Emg Mgt, Fire Marshal, Vet Services, IT Dept, Commiss, Elect, Co Atrny	995.41
48730	Walmart Community/Gecrb-P	Purchasing	41.70
1	Wright Express Fsc	Flt Veh Main, Road & Bridg, Shrf	24,614.15
2	Wyoming Worker's Comp	Fire Marshal, Shrf Dtn Mnt, Shrf Emg Mgt, Co Atrny	138.57
48794	Amazon	Treas, Clk Dist Crt, GR Fcl Mt CH, Comm Dev&Eng, Purchasing, Land Use	894.63
5	Blue Cross Blue Shield WY	Intr Gv Pool	43,350.57
6	Bridger Valley Electric Assn	Farson R & B	160.88
7	Capital Business Systems	Coop Ext/4H	704.47
8	Centurylink	Commiss, Co Atrny, Grants Proj,	

		GR Cir Court, Clk Dist Crt, GR Fcl Mt CH, Flt Veh Main, Elect, Purchasing, Grants Admin, RS Off Bld A, Comm Nur-Hom	1,456.90
9	Centurylink	Clk, Treas, Assess, Shrf, Juv Prob, IT Dept, Coop Ext/4H, Road & Bridg, Comm Dev&Eng, Human Resour, Enhd 911, Shrf Emg Mgt, Fire Marshal	9,410.29
48800	Centurylink	Commiss, Clk, Treas, Assess, Shrf, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, IT Dept, Clk Dist Crt, GR Fcl Mt CH, Road & Bridg	476.64
1	Centurylink	Elect, Comm Dev&Eng, Grants Admin, Shrf Emg Mgt, Vet Services, Human Resour, Purchasing, Comm Nur-Hom	357.55
2	Clerk Of The Court	Co Atrny	51.00
3	Payment Remittance Center	Coroner	52.26
4	Payment Remittance Center	GR Fcl Mt CH, Shrf Dtn Mnt, Grants Proj, Road & Bridg, Co Atrny	2,416.53
5	Payment Remittance Center	IT Dept	196.55
6	Payment Remittance Center	IT Dept	62.76
7	Payment Remittance Center	GR Fcl Mt CH, IT Dept	223.26
8	Payment Remittance Center	Comm Dev&Eng, Land Use, Clk Dist Crt	239.28
9	Payment Remittance Center	GR Fcl Mt CH	129.71
48810	Payment Remittance Center	Coop Ext/4H, GR Fcl Mt CH, Co Atrny, Vet Services, IT Dept, Shrf Dtn Mnt	2,954.66
1	Payment Remittance Center	GR Fcl Mt CH, Shrf Dtn Mnt	3,872.05
2	Payment Remittance Center	Coroner	67.89
3	Questar Gas	UNKNOWN DEPT, Facil 731C C, RS Off Bld A, JV 731 Bld D, Thmpsn Bld b, Thmpsn Bld A	1,364.88
4	Rocky Mtn Power	RS Off Bld A, UNKNOWN DEPT	3,224.79
5	Sweetwater Television Co	Fire Marshal	89.90
6	Walmart Community/Gecrb-S	Shrf Dtn Mnt	124.40
7	Wyoming Waste Services -	RS Rd & Brdg	148.75
8	Affiliated Benefits	Intr Gv Pool	1,322.00
9	Aflac	Gen Accts	1,528.46
48820	Axa Equitable	Gen Accts	300.00
1	Bank Of The West	Gen Accts	322,584.83
2	Colonial Life & Accident	Gen Accts	210.15
3	Diversified Insurance Ben	Human Svcs, Employee Ben, Intr Gv Pool	39,526.33
4	Family Financial Educate	Gen Accts	361.00
5	Great-West Life & Annuity	Gen Accts	12,884.33
6	Sweetwater County Ins	Human Svcs, Employee Ben, Intr Gv Pool	233,461.22
7	Sweetwater County Ins	Human Svcs, Employee Ben, Intr Gv Pool	27,347.85
8	Sweetwater County Section	Gen Accts	8,372.00
9	Sweetwater Federal	Gen Accts	6,755.00
48830	Valic	Gen Accts	6,772.00
1	Waddell & Reed Inc	Gen Accts	7,671.66
2	Wyoming Retirement System	Gen Accts	184,247.44
3	Wyoming Retirement System	Shrf, Co Atrny	1,734.16
4	Wyoming Worker's Comp	Gen Accts, Clk	19,036.06
5	058-Ncpers Group Life Ins	Gen Accts	1,792.00
6	Canon Financial Services	Coop Ext/4H	340.19
7	Capital Business Systems	Shrf Emg Mgt	72.17
8	Ck Construction Corp	Grants Proj	48,571.92
9	Rocky Mtn Power	GR Rd & Brdg, GR JV Maint, GR Cir Court, GR Fcl Mt CH, GR Wrhs Main, Comm Dev&Eng, GR Rsvlt Mai	10,687.21
48840	Satcom Global Fze	Fire Marshal	47.74
1	Verizon Wireless	Shrf Emg Mgt, Fire Marshal	295.29
2	Wells Fargo Bank	Shrf	226.45
3	Wells Fargo Bank	Shrf	1,484.68
4	Accreditation Audit & Risk	Shrf Dtn Mnt	530.00
5	Ace Hardware	Road & Bridg	111.19
6	Advanced Medical Imaging	Shrf Dtn Mnt	231.00
7	Allen, Cheryl	Vet Services	399.19
8	Auto Parts Unlimited	Road & Bridg	272.85
9	Behavioral Interventions	Grants Proj	103.20
48850	Big Horn Roofing Inc	GR Fcl Mt CH	236.11
1	Bitter Creek Brewing	Co Atrny	19.00
2	Bookcliff Sales Inc.	Road & Bridg	151.85
3	Buckboard Marina	Shrf	726.11
4	Carrier Corporation	Shrf Dtn Mnt, GR Fcl Mt CH	2,324.71
5	Carter, Matthew K	Road & Bridg	59.31
6	Castillon D.D.S., A. Bryce	Shrf Dtn Mnt	1,991.00
7	City Auto Sales	Road & Bridg, GR Fcl Mt CH	520.54

8	City Of Rock Springs	Senior Cntrs	17,526.55
9	Communication Technologies	Shrf Emg Mgt	200.00
48860	Copier & Supply Co Inc	Clk Dist Crt, Commiss, Purchasing, Assess, Clk, Co Atrny, Vet Services, Land Use	1,231.68
1	Copier & Supply Co Inc	Land Use, Purchasing	718.16
2	D & L Excavation Inc	Shrf Dtn Mnt	1,806.64
3	Dan's Tire Service	Road & Bridg	4,050.00
4	Davis, Steven Dale	Clk	16.65
5	Dell Marketing L P	Co Atrny	104.51
6	Department Of Transport	Flt Veh Main	5.00
7	Dex Media West Inc	Vet Services	10.15
8	DJ's Glass	Road & Bridg	588.67
9	Domino's Pizza LLC	Grants Proj	68.52
48870	Drinkle, Patricia W	Assess	160.00
1	Eastin, Vickie	Clk	33.32
2	Eaton Investments Inc	Road & Bridg	772.18
3	Ed Sidwell	Road & Bridg	509.96
4	Election Administration R	Elect	219.00
5	Employers Council Service	Employee Ben	28.00
6	Evans, Donna L.	Road & Bridg	45.32
7	F B McFadden Wholesale Co	GR Fcl Mt CH, Road & Bridg, Shrf Dtn Mnt	738.30
8	F B McFadden Wholesale Co	Shrf Dtn Mnt	6,475.66
9	Fire Engineering Company	Shrf Dtn Mnt	2,468.00
48880	Fleetpride	Road & Bridg	13.18
1	Fremont Motor Rock Spring	Road & Bridg	214.64
2	FSH Communications, LLC	Shrf Dtn Mnt	70.00
3	G & K Services	Road & Bridg	464.38
4	Govconnection Inc	Juv Prob, IT Dept, Co Atrny, Purchasing, Clk	3,744.00
5	Green River Star	Road & Bridg	30.00
6	Green River Star	Co Atrny	58.50
7	Greenline Equipment	GR Fcl Mt CH	1,690.00
8	High Country Behavioral H	Vet Services	1,000.00
9	High Security Lock & Alarm	GR Fcl Mt CH	1,269.00
48890	Hoj Engineering & Sales	GR Fcl Mt CH	1,310.32
1	Homax Oil Sales, Inc.	Road & Bridg	59,192.63
2	Hose & Rubber Supply	Road & Bridg	123.86
3	Hospice Of Sweetwater Co	Human Svcs	24,500.00
4	IBC Wonder / Hostess	Shrf Dtn Mnt	610.37
5	Industrial Hoist And Crane	Road & Bridg	232.50
6	Industrial Supply	GR Fcl Mt CH, Road & Bridg	1,370.32
7	Inmate Services Corporation	Shrf Dtn Mnt	350.00
8	ISC Inc	Capital Proj, IT Dept	6,590.00
9	Jack's Truck & Equipment	Road & Bridg	3,792.31
48900	Johnson, Wally J.	Commiss	257.04
1	Kaman Industrial Technolo	GR Fcl Mt CH	111.82
2	Lamonica's Restaurant Equ	Shrf Dtn Mnt	766.95
3	Lariat International Truc	Road & Bridg	296.76
4	Lawson Products Inc	Road & Bridg	417.18
5	Leadership Wyoming	Co Atrny	2,900.00
6	Little America - Cheyenne	IT Dept, Grants Proj	347.00
7	Lujan, Catalina F	Clk Dist Crt	30.00
8	Lyle Signs Inc.	Road & Bridg	591.05
9	Mathey Law Office - Assig	Clk Dist Crt	510.00
48910	Mathey Law Office - Assig	Clk Dist Crt	1,530.00
1	Mathey Law Office - Assig	Clk Dist Crt	2,730.00
2	McKee Foods Corporation	Shrf Dtn Mnt	279.96
3	Meadow Gold Dairy	Shrf Dtn Mnt	1,162.78
4	Memorial Hospital Of Sw	Coroner, Shrf Dtn Mnt, Shrf, Title 25	11,715.97
5	Mobil Satellite Technolog	Shrf Emg Mgt	2,988.00
6	Moore Medical, LLC	Shrf Dtn Mnt	159.63
7	National Sheriffs Assoc	Shrf	100.00
8	Natl Family Justice Center	Co Atrny	30.00
9	Natrona County Legal Dep	Title 25	738.75
48920	Nicholas & Company	Shrf Dtn Mnt	2,522.78
1	Nutech Specialities Inc	GR Fcl Mt CH	540.00
2	Office Max Inc	GR Fcl Mt CH, Clk	122.98
3	Pamida - Pharmacy	Shrf Dtn Mnt	2,581.72
4	Pamida Inc	Shrf	54.26
5	Peterbilt Of Wyoming	Road & Bridg	2,276.78
6	Pineda, Bobby Wayne	Clk Dist Crt	910.00
7	Professional Systems Tech	Shrf Dtn Mnt	83,265.10
8	Progressive Microtechnolo	Shrf	495.00
9	Quill Corporation	Purchasing, Road & Bridg, Shrf, Shrf Dtn Mnt, GR Fcl Mt CH, Clk, Treas, Animal Cntrl, Comm Dev&Eng	247.37
48930	Quill Corporation	Vet Services, Shrf, Coop Ext/4H, Treas, Purchasing	709.57
1	Real Kleen Inc	Shrf Dtn Mnt	333.90
2	Rock Springs Newspapers	Grants Proj	331.80
3	Rocky Mountain Wash, LLC	GR Fcl Mt CH	15.00

4	Ron's Ace Rentals	Road & Bridg	89.98
5	Salcedo, Cassandra	Co Atrny	10.00
6	Sears - Rock Springs	GR Fcl Mt CH	289.99
7	Sherman, Stacey	Vet Services	347.31
8	Six States Distributors Inc	Road & Bridg	4.83
9	Skaggs Companies	Shrf	482.65
48940	Smyth Printing Inc	Shrf Dtn Mnt, Assess	1,052.31
1	Snap On Tools	Road & Bridg	51.50
2	Southwest Counseling Serv	Employee Ben	140.00
3	Standard Plumbing Supply	Shrf Dtn Mnt	132.40
4	Sterling Communications	Shrf Dtn Mnt, Road & Bridg	6,426.65
5	SWCO Conservation District	Conservation	37,437.48
6	Sweetwater Co Events Comp	County Fair, Grants Proj	11,777.73
7	Sweetwater Co Events Comp	County Fair, Grants Proj	195,006.70
8	Sweetwater Co School Dist	Grants Proj	3,807.18
9	Sweetwater County VSO	Vet Services	54.00
48950	Sweetwater Family Resourc	Human Svcs	6,486.98
1	Sweetwater Plumbing & Heat	GR Fcl Mt CH	10.80
2	Sweetwater Transit Authority	Transport, Grants Proj	29,660.00
3	Sweetwater Trophies	Commiss, Clk Dist Crt	39.28
4	Swisher Hygiene Franchise	Shrf Dtn Mnt	601.69
5	The Tire Den Inc	Road & Bridg	8,963.69
6	U S Foodservice Inc	Shrf Dtn Mnt	1,084.12
7	WCCA	Commiss	35,045.00
8	West Payment Center	Co Atrny, Clk Dist Crt	3,213.80
9	Western Wyoming Comm	Grants Proj	600.00
48960	Wilder, Michael S.	Flt Veh Main	56.95
1	Wilkerson IV, MD, PC, Jam	Coroner	1,040.00
2	Wyoming Embroidery	Shrf	14.00
3	Wyoming Lecc	Co Atrny	70.00
	Wyoming Machinery		
4	Company	Road & Bridg	499.87
5	Wyoming Machinery Co	Road & Bridg	22,273.23
6	Wyoming Pathology Inc	Coroner	4,800.00
7	Wyoming State Fire Adviso	Fire Marshal	300.00
8	Wyoming Technology Transf	Road & Bridg	300.00
9	Wyoming.COM LLC	Road & Bridg	19.95
48970	Young At Heart Senior Cit	Senior Cntrs, Grants Proj	7,607.41
1	Young At Heart Senior Cit	Senior Cntrs	13,200.00
2	Youth Home Inc	Human Svcs	16,750.00
3	YWCA Of Sweetwater Co	Grants Proj, Human Svcs	38,354.36
4	Zoobecks Pets And Supplies	Shrf	71.98
5	Zumbrennen's American Car	Road & Bridg	50.03
		GRAND TOTAL	3,159,272.22

The following unlisted warrants are payroll warrants: 48733 - 48793

The following bonds were placed on file:

Josephine Ann Zakotnik Eden-Farson Cemetery District-Treasurer \$5,000.00

TAXPAYER	TAX AMOUNT	TAXPAYER	TAX AMOUNT
A & H HEATING AND A/C	-2.76	TORRES CONSTRUCTION	-30.84
A & H HEATING AND A/C	-2.20	BITTER CREEK VINYL	-15.06
A & H HEATING AND A/C	-1.84	MAND SONS INC	-16.86
WYOMING SLABJACKING INC	-101.50	MAND SONS INC	-15.84
LARSON CHERYL L	-30.00	MAND SONS INC	-15.98
KING COMMUNICATIONS	-127.14	LOGAN RETA	-15.54
KING COMMUNICATIONS	-144.36	MERIT ENERGY CO	-2,649.30
BIG DOG PRODUCTIONS	-25.16	MERIT ENERGY CO	-65,899.26
BIG DOG PRODUCTIONS	-20.92	MERIT ENERGY CO	-79,864.90
BIG DOG PRODUCTIONS	-17.58	MERIT ENERGY CO	-655,798.50
HYDE BRAD & LETHA T	-30.86	MERIT ENERGY CO	-67,328.84
HYDE BRAD & LETHA T	-30.82	OCI WYOMING CO	-89,372.26
HYDE BRAD & LETHA T	-28.46	BP AMERICA PROD CO	-4.54
HYDE BRAD & LETHA T	-27.94	BP AMERICA PROD CO	-274.08
HYDE BRAD & LETHA T	-30.04	BP AMERICA PROD CO	-532.86
HYDE BRAD & LETHA T	-30.00	BP AMERICA PROD CO	-38.12
SUCCESS MARTIAL ARTS INC	-21.24	YATES PETROLEUM CORP	-10,448.12
TANNER MARINE	-234.40	YATES PETROLEUM CORP	-2,775.86
TORRES CONSTRUCTION	-32.62	DEVON ENERGY PROD CO LLC	-54,499.06
		DEVON ENERGY PROD CO LLC	-20,368.20
TAXPAYER	TAX AMOUNT	TAXPAYER	TAX AMOUNT
BUCKBOARD MARINA INC	-18.60	MARSH ALVINO & ALICE	-250.54
BUCKBOARD MARINA INC	-18.52	MARSH ALVINO & ALICE	-236.50
BUCKBOARD MARINA INC	-56.82	WINTERS LEROY D	-30.88
BUCKBOARD MARINA INC	-57.04	WINTERS LEROY D	-27.48
BUCKBOARD MARINA INC	-42.84	WINTERS LEROY D	-26.34

BUCKBOARD MARINA INC	-43.00	WINTERS LEROY D	-28.26
HINDMAN BRANDON E	-20.94	WINTERS LEROY D	-28.36
HINDMAN BRANDON E	-20.74	JURGENS PATRICK N & TABITHA J	-97.98
HINDMAN BRANDON E	-22.16	JURGENS PATRICK N & TABITHA J	-91.80
HINDMAN BRANDON E	-22.16	JURGENS PATRICK N & TABITHA J	-77.72
SOLUTIONS BY MELISSA	-32.62	JURGENS PATRICK N & TABITHA J	-79.02
SOLUTIONS BY MELISSA	-30.84	ALCORN W B	-20.22
DEVON ENERGY PROD CO LP	-4,116.48	ALCORN W B	-20.22
BP AMERICA PROD CO	-326.24	ALCORN W B	-20.52
BP AMERICA PROD CO	-19,860.72	ALCORN W B	-17.22
BP AMERICA PROD CO	-10,332.12	ALCORN W B	-16.22
MERRILL JENNIFER C & EARL S	-276.28	ALCORN W B	-17.50
MARSH ALVINO & ALICE	-265.22	ALCORN W B	-17.42

Public Hearing

Liquor License Transfer- Los Cabos Inc. dba/ Cruel Jack's Restaurant

County Clerk Dale Davis presented the liquor license transfer for Los Cabos Inc. dba Cruel Jack's Restaurant. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the hearing was closed. Chairman Johnson entertained a motion to approve the request and authorize the Chairman to sign said document. *Commissioner Kolb so moved. Commissioner Van Matre seconded the motion.* Commissioner West questioned the different applications. With no further discussion, the motion was approved unanimously.

Fire Marshall Budget Amendment

Account Manager Bonnie Phillips presented Resolution 12-06-CL-01, Sweetwater County Budget Amendment for Wildland Fires. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the hearing was closed. *Commissioner Bailiff moved to approve Resolution 12-06-CL-01 for budget amendment in the amount of \$8,774. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

**RESOLUTION 12-06-CL-01
SWEETWATER COUNTY
BUDGET AMENDMENT**

DUE to unanticipated expenditures for Wildland Fires in the amount \$8,774,

WHEREAS, it has been determined that the aforementioned funds need to be transferred within the 2011-2012 County Budget,

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

BE IT THEREFORE RESOLVED: that the 2011-2012 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

County Fire Marshall – Salaries & Benefits	\$ 5,208
County Fire Marshall – Operating	\$ 3,566
General County Administration Budget Adjustments	(\$8,774)

Dated at Green River, Wyoming this 5th of June, 2012.

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

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Don Van Matre, Member

CDC Remodel Budget Amendment

Account Manager Bonnie Phillips presented Resolution 12-06-CL-02, Sweetwater County Budget Amendment for the remodel of the Child Development Center building in Rock Springs, Wyoming. Facilities Manager Chuck Radosevich was in attendance to answer questions. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the hearing was closed. *Commissioner Kolb moved to approve Resolution 12-06-CL-02. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

RESOLUTION 12-06-CL-02
SWEETWATER COUNTY
BUDGET AMENDMENT

DUE to the incurred capital expenditures for the remodel of the Child Development Center building in Rock Springs, in the amount \$50,000,

WHEREAS, it has been determined that the aforementioned funds need to be budgeted within the 2011-2012 County Budget,

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

BE IT THEREFORE RESOLVED: that the 2011-2012 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

6 th Penney Revenue CDC	\$50,000
Building Improvements	\$50,000

Dated at Green River, Wyoming this 5th of June, 2012.

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

ATTEST:

Reid O. West, Member

Steven Dale Davis, County Clerk

Don Van Matre, Member

Discuss Ambulance Service in Sweetwater County

The commission discussed an ambulance agreement between Sweetwater County and Sweetwater Medics Emergency Services. Sweetwater Medics Director Ron Gatti was present and explained the intent of the ambulance service. Chairman Johnson opened the public hearing. Hearing no comments, the hearing was closed. Chairman Johnson entertained a motion to approve this agreement as presented with an understanding that it will be modified as Commissioner West has outlined and authorize the Chairman to sign once the modification has been done by Deputy County Attorney Boevers. *Commissioner Bailiff moved to approve the contract with Sweetwater Medics as amended and authorize the Chairman to sign when it is amended. Commissioner Van Matre seconded the motion.* Commissioner West questioned additions to the contract with Sweetwater Medics. With no further discussion, the motion was approved unanimously.

Commissioner Comments/Reports

Chairman Johnson

Chairman Johnson reported on the Ozone Task Force in Pinedale, Wyoming and noted, for the record, that ozone issues need to be resolved, not by the committee, but by scientists, before it shuts down the oil and gas development which would have an impact on Sweetwater County. Chairman Johnson explained he will be traveling to Cheyenne with selected commissioners from several counties to meet with Don Simpson from the BLM. There was a discussion on the 6th cent and it was noted that there is going to be a meeting in Rock Springs, Wyoming on June 18, 2012. Chairman Johnson questioned where the budget stands and it was noted that Account Manager Bonnie Phillips would like to meet with outside entities in regard to their budget.

Commissioner West

Commissioner West reported that he spent the majority of his time on the ambulance issue, but met with the Board of Health, Southwest Counseling Service and Memorial Hospital finance and audit, which included a presentation from Will Douglas from Wells Fargo Securities.

Commissioner Bailiff

Commissioner Bailiff reported that he was involved with an ADA complaint that is being resolved for the Recreation Board. He noted that he went to the Events Complex for a tour, spoke with the Engineering Department concerning projects and discussed a personnel shortage at the Fire Department.

Commissioner Kolb

Commissioner Kolb reported that he met with Farson Community Center Board members Dustin Eaton and Tim Brown in regard to the WYDOT weather device. He noted that he attended the Fair Board meeting and gave an update on the High School Rodeo. Commissioner Kolb spoke with Grants Manager Krisena Marchal, Account Manager Bonnie Phillips, Purchasing Supervisor Marty Dernovich, Road and Bridge employee Matt Carter, Land Use Director Eric Bingham, County Treasurer Robb Slaughter and attended the Communities Protecting the Green meeting. The Commission expressed their concerns in regard to the Communities Protecting the Green suspending the committee. Commissioner Kolb spoke of the clear span structures increase in cost at the events complex.

Commissioner Kolb expressed that his son had returned from Afghanistan after serving his third tour and he was very appreciative of what we have in the United States. The commission expressed their appreciation for what he has done.

Commissioner Van Matre

Commissioner Van Matre reported he attended a WYDOT meeting with Public Works Director John Radosevich. He met with IT Director Tim Knight, Grants Manager Krisena Marchal, Judge Ryckman, Sheriff Haskell, and Purchasing Supervisor Marty Dernovich. Commissioner Van Matre spoke of the many students from the school districts who toured the courthouse. Commissioner Van Matre indicated that he met with the VSO in regard to budget concerns and toured the events complex with Director Larry Lloyd.

Chairman Johnson spoke of the dress code for the commission during the summer months.

County Resident Concerns

Chairman Johnson opened county resident concerns. Chairman Johnson welcomed Attorney Barbara Bonds to the meeting. Hearing no comments, the hearing was closed.

Break

Chairman Johnson called for a five minute break.

Action/Presentation Items

GPS Purchase Approval

Juvenile Probation Director Mike Wilder requested approval to purchase three additional GPS electronic monitoring units and two additional years of service agreements for the five units Juvenile Probation will operate in the county. Following discussion, ***Commissioner West moved to approve equipment schedule #2 to the purchase agreement #031312VG1 between BI Incorporated and Sweetwater County and as a part of that exhibit A to the extended warranty and support services agreement #42612CW1 between BI Incorporated and Sweetwater County and authorize the Chairman to sign. Commissioner Van Matre seconded the motion.*** Commissioner Kolb noted that he was opposed to letting high risk people in the community and would not support this. With no further discussion, the motion was approved with Commissioner Kolb voting nay.

Industrial Development Revenue Bonds/UR-Energy Inc. Project

Freudenthal & Bonds, P.C. Attorney Barbara Bonds requested a letter of support from the commission showing for participation in the Wyoming State Treasurer's Industrial Development Bond Program in an amount not to exceed \$34 million. Also present was CEO and President Wayne Heili, Chief Financial and Chief Administrative Officer Roger Smith, Director of Public Relations & Human Resources Rich Boberg and Senior VP of Gates Capital Robert DeMonbrun. Mr. Smith presented a power point presentation explaining the intent and procedure of UR Energy. Following discussion, Chairman Johnson entertained a motion to authorize him to sign said documents. ***Commissioner Bailiff so moved and authorized the Chairman to sign. Commissioner West seconded the motion.*** With no discussion, the motion was approved unanimously.

Request for Budget Amendment-Elections

County Clerk Dale Davis requested approval to prepare a budget amendment for the Election Department in the amount of \$2,341. Following discussion, ***Commissioner West so moved.*** Chairman Johnson restated the motion to approve the request of \$2,341 by Mr. Davis. ***Commissioner Van Matre seconded the motion.*** Commissioner Kolb questioned if Mr. Davis would be back for more money. With no further discussion, the motion was approved unanimously.

Compensation for Election Judges and County Boards

County Clerk Dale Davis presented Resolution 12-06-CL-03 Sweetwater County Compensation for Election Judges and County Counting Boards. Following discussion, Commissioner ***Kolb moved to approve Resolution 12-06-CL-03. Commissioner West seconded the motion.*** With no discussion, the motion was approved unanimously.

RESOLUTION 12-06-CL-03
SWEETWATER COUNTY
COMPENSATION FOR ELECTION JUDGES AND
COUNTY COUNTING BOARDS

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

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

Chief Election Judge	\$165 Flat Rate per Election
Election Judge	\$140 Flat Rate per Election
County Board Official	\$ 25 Flat Rate per Election
Attending Training School(s)	\$ 25
Mileage Reimbursement over 5 miles travel	Current County Mileage Reimbursement Rate

Dated at Green River, Wyoming this 5th of June, 2012.

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

ATTEST:

Reid O. West, Member

Steven Dale Davis, County Clerk

Don Van Matre, Member

Board appointment for Predatory Animal Board-3 year term

Commissioner West moved to appoint Dan McCarron to the Predatory Animal Board. Commissioner Bailiff seconded the motion. Following a brief discussion, the motion was approved unanimously.

Request Commissioner support for the Pari Mutuel Racing and Wagering at the Events Complex.

County Clerk Dale Davis presented Resolution 12-06-CC-01, Permitting of Pari-Mutuel Racing in Sweetwater County. Following discussion, Chairman Johnson entertained a motion concerning Resolution 12-06-CC-01 and authorize the Chairman to sign said resolution. *Commissioner Van Matre moved that we approve Resolution 12-06-CC-01 permit of Pari-Mutuel racing in Sweetwater County and authorize the Chairman to sign. Commissioner Kolb seconded.* With no discussion, the motion was approved unanimously.

RESOLUTION 12-06-CC-01

PERMITTING OF PARI-MUTUEL RACING IN SWEETWATER COUNTY

WHEREAS Wyoming Horse Racing, LLC has come before the Board of Sweetwater County Commissioners this 5th day of June, 2012; and

WHEREAS after consultation with the Sweetwater County Clerk and upon the advice presented by the Sweetwater County Attorney's Office, it was determined that the citizens of Sweetwater County approved pari-mutuel wagering during the general election of November 1980 as is required by W.S. §11-25-110; and

WHEREAS the Sweetwater County Commission recognizes the potential economic benefit that may be achieved by permitting pari-mutuel wagering live, and from a satellite location within Sweetwater County;

IT IS THEREFORE RESOLVED by a majority vote of the Sweetwater County Commission to permit; pursuant to W.S. §11-25-105(a), the operation of live pari-mutuel wagering by Wyoming Horse Racing, LLC at the Sweetwater County Events Complex pursuant to agreement entered into between Wyoming Horse Racing LLC and the Sweetwater County Events Complex, and to permit pari-mutuel wagering from a satellite facility

located at Bomber's Sports Bar, Rock Springs, Sweetwater County, Wyoming (also known as off track betting or OTB).

IT IS FURTHER RESOLVED that permission to engage in such racing and wagering will not exceed one year from the date a pari-mutuel permit is issued to Wyoming Horse Racing, LLC, by the Wyoming Pari-Mutuel Commission.

Dated this 5th day of June, 2012

Wally J. Johnson, Chairman
Sweetwater Commission

Attest:

Dale Davis, Sweetwater County Clerk

Lunch

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

Planning & Zoning- Public Hearing

Resolution 12-06-ZO-01 Larry & Winona Hobbs and Ramona Allen Home Occupation Permit, Packing of Night Crawlers

Planner III Steve Horton provided the Planning & Zoning report and presented Resolution 12-06-ZO-01, Larry & Winona Hobbs and Ramona Allen- Home Occupation Permit, Packing of Night Crawlers. Present was part-owner David Beltran. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the public hearing was closed. *Commissioner Kolb moved to approve Resolution 12-06-ZO-01. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

**RESOLUTION 12-06-ZO-01
LARRY & WINONA HOBBS AND RAMONA ALLEN
HOME OCCUPATION PERMIT
PACKING OF NIGHT CRAWLERS**

WHEREAS, Larry & Winona Hobbs and Ramona Allen have requested a Home Occupation Permit, in accordance with Section 10 of the Sweetwater County Zoning Resolution, to allow a home occupation for the packing of night crawlers. This application is to be located on a parcel described as:

Rio Vista Subdivision, 2nd Section, North 15' of Lot 6, Lot 7 and Lot 8, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on June 5, 2012 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.

1. NOW THEREFORE BE IT RESOLVED, that the applicant's request be APPROVED.

Dated this 5th day of June, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

Action/Presentation Items (Cont.)

Jail Maintenance Discussion

Sheriff Haskell and Facilities Manager Chuck Radosevich were present to discuss the maintenance at the Sweetwater County Jail. The commission requested that they work together to keep the facility in good shape.

Yellowstone Turning Lane

Public Works Director John Radosevich was present to discuss the Yellowstone road turning lane. Following discussion, *Commissioner West moved to waive the County Purchasing Policy in regard to the maximum limit of \$25,000 per each Pre Qualified Contractor and a \$50,000 combined aggregate amount per project and award the bid to Lewis & Lewis in the amount of \$48,528.00 for the Yellowstone Road Turn Lane and authorize the chairman to sign all necessary documents. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

Professional Engineering Consultant for Yellowstone Road Lighting

Public Work Director John Radosevich requested a motion to approve a contract with UESI for design, administration, and inspection of the Yellowstone Road Lighting Project for time and materials and not to exceed \$97,900 and authorize the chairman to sign all necessary documents. The project would install luminaries on the Yellowstone road from Elk Street to the Events Complex. Following discussion, *Commissioner Kolb made a motion to expend \$15,000 on the design and surveying on the Yellowstone Road lighting project from Elk Street to Gannett Drive and authorize the Chairman to sign. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

Professional Engineering Consultant for 2012 Paint Striping

Public Work Director John Radosevich was present to discuss the consultant for the annual paint striping contract. Following discussion, *Commissioner West moved to approve the contract with Indo American Engineering, Inc. for design, administration and inspection of the 2012 Paint Striping Contract for a sum not to exceed \$52,304.00 and authorize the chairman to sign all necessary documents. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

Request to re-staff Deputy County Attorney Position created by Samuel Soule's retirement.

County Attorney Brett Johnson requested permission to fill a vacancy in his office created by Samuel Soule's retirement. Following discussion, *Commissioner Van Matre moved to allow our County Attorney to go ahead and replace Judge Soule. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

County Attorney Brett Johnson gave the commission an update on the Family Justice Center building.

Cooperative Agreement between the Wyoming Department of Family Services Child Support Enforcement and the Sweetwater County Clerk of District Court.

Deputy County Attorney Cliff Boevers presented a two year repeated agreement between the Wyoming Department of Family Services Child Support Enforcement and the Sweetwater County Clerk of District Court. Following discussion, Chairman Johnson entertained a motion to approve a Cooperative Agreement between the Wyoming Department of Family Services Child Support Enforcement and the Sweetwater County Clerk of District Court and authorize the Chairman to sign said agreement. *Commissioner Kolb so moved. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

Request the Approval of the 2012 Mineral Royalty Grant Application Review for the Eden Valley Solid Waste Disposal District

Grants Manager Krisena Marchal presented the application for the Eden Valley Solid Waste Disposal District. Trihydro Corporation representative Ken Schreuder was also present and available for questions. Following discussion, *Commissioner Kolb made a motion to approve the 2012 Mineral Royalty Grant Application for the Solid Waste Disposal District and authorize the Chairman sign. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

Request the approval of the FY 2011 Juvenile Accountability Block Grant MOU

Grants Manager Krisena Marchal presented the FY 2011 Juvenile Accountability Block Grant MOU. Juvenile Director Mike Wilder was present. Following discussion, Chairman Johnson entertained a motion for the approval of the FY 2011 Juvenile Accountability Block Grant MOU between Sweetwater County and Sweetwater School District #1 and the FY 2011 Juvenile Accountability Block Grant MOU between Sweetwater County and Sweetwater School District #2. *Commissioner West so moved. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

Discussion Relative to VSO MOU and Budgetary Commitment

VSO Director Denise Boudreault was present and requested a budget reallocation to fill a part time administrative assistant position within her current budget. Following discussion, *Commissioner Van Matre moved to approve the request as stated for the Veterans Service Office. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

Filing of Formation Petition

County Clerk Dale Davis presented a formation petition from the High Desert Rural Healthcare District to establish a public hearing date. Following discussion, Chairman Johnson entertained a motion to accept the petition for the formation of the High Desert Rural Healthcare District. *Commissioner Bailiff so moved. Commissioner Van Matre seconded the motion.* Commissioner Kolb questioned a corporation signature. With no further discussion, the motion was approved unanimously.

Other

National High School Rodeo Welcome Letter

A letter requested by Green River Star reporter David Martin was submitted for approval for the annual progress report. Chairman Johnson read aloud a letter that was written and acknowledged Administrative Assistant Sally Shoemaker as well as others who helped put the letter together. Following discussion, Chairman Johnson entertained a motion to approve the letter and allow the Chairman to sign. **Commissioner West so moved. Commissioner Kolb seconded the motion.** Commission Kolb recommended, in the future, that all the commission signs. With no further discussion, the motion was approved unanimously.

Commissioner Kolb recommended that next year the county audit go out for bid.

Executive Session(s)-Personnel/Legal

Chairman Johnson entertained a motion to enter into executive session for legal and personnel. **Commissioner Kolb so moved. Commissioner Van Matre seconded the motion.** With no discussion, the motion was approved unanimously. A quorum of the commission was present.

After coming out of executive session, Chairman Johnson indicated that no action will be taken.

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

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

	DATE	AMOUNT
EAL	6/8/2012	29,993.72
EAL	6/15/2012	38,258.13
EAL	6/19/2012	538,100.53
EAL	6/15/2012	
EAL	6/19/2012	

Payroll Net

Payroll Checks :

TOTAL AMOUNT \$606,352.38

Vouchers in the above amount are hereby approved and ordered paid this date of 06/19/2012

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

County Clerk

Reid O. West, Member

	DATE	AMOUNT	
EAL	6/19/2012	498.63	VSO
EAL			

Payroll Net

Payroll Checks :

TOTAL AMOUNT \$498.63

Vouchers in the above amount are hereby approved and ordered paid this date of 06/19/2012

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

County Clerk

Reid O. West, Member

	DATE	AMOUNT	
EAL	6/19/2012	50,844.56	DETENTION
EAL			

Payroll Net

Payroll Checks :

TOTAL AMOUNT

\$50,844.56

Vouchers in the above amount are hereby approved and ordered paid this date of 06/19/2012

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

County Clerk

Reid O. West, Member

Authorization for Monthly Reports
6-19-12

- 1. County Clerk**
- 2. Clerk of District Court**
- 3. County Treasurer**
- 4. County Sheriff**

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Attest:

Donald Van Matre, 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 May 2012 and reported to the Board of County Commissioners of said County.

COUNTY CLERK		
Recording Fees	14,548.00	
Marriage Licenses	875.00	
Chattel Mortgages	8,136.00	
Motor Certificates of Title	(2086 /TITLES) 18,774.00	16,688.00
Sale of County Property	-	
Miscellaneous Receipts	3,843.75	
Total Receipts		46,176.75
		(2,086.00)
		44,090.75

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 to the County Treasury.

Witness my hand and seal this 01 day of June 2012



/s/ Steven Dale Davis COUNTY CLERK

Rose Claxton 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 **Donna Lee Bobak** as **Clerk of District Court** within and for the county of Sweetwater, state of Wyoming, for the month ending:

May, 2012

Reported to the Board of County Commissioners of said County.

CIVIL FEES\$ 7153.37
Code: DC

BOND FORFIETED\$ 20000.00
Code: FO

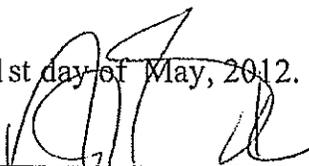
CRIMINAL FINES\$ 40.00
Code: CF

TOTAL EARNINGS\$ 27193.37
Clerk of District Court Check # 4553

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 31st day of May, 2012.



Donna Lee Bobak, Clerk of District Court

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD APRIL 30, 2012 TO MAY 31, 2012
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

AMOUNT ON HAND	APRIL 30, 2012	51,029,872.46
RECEIPTS - CASH ITEMS		87.00
RECEIPTS - COUNTY CLERK FEES		1,266.00
RECEIPTS - OVERPAYMENTS		163,477.06
RECEIPTS - VIN INSPECTION FEES		1,650.00
RECEIPTS - ADVERTISING LIQUOR LICENS		550.00
RECEIPTS - REAL PROPERTY TAX CURRENT		8,682,003.27
RECEIPTS - REAL PROP TAXES DELINQ.		43,546.49
RECEIPTS - WATERSHED FEE		150.00
RECEIPTS - PENALTIES/INT DELIQ TAXES		5,649.72
RECEIPTS - CNTY SALES TAX		393,673.67
RECEIPTS - STATE SALES LOCAL 1% OPT		289,009.58
RECEIPTS - WYOMING-5% REIMBURSEMENT		4,534.62
RECEIPTS - SALES TAX PENALTIES		7,335.98
RECEIPTS - DISTRICT COURT FEES		6,199.00
RECEIPTS - INSURANCE CLAIMS		1,235.27
RECEIPTS - TELEPHONE EQUIPMENT		2,101.31
RECEIPTS - RECORDINGS/CTY CLERK		14,353.00
RECEIPTS - FILING FEES/CTY CLERK		7,990.00
RECEIPTS - AUTO FEES/CTY CLERK		16,824.00
RECEIPTS - MARRIAGE LICENSE/CTY CLER		875.00
RECEIPTS - MISC/CTY CLERK		4,196.50
RECEIPTS - VIN INSPECTION FEES		570.00
RECEIPTS - LIQ LICENSE/BEER PERMITS		1,257.44
RECEIPTS - REFUNDS		12.54
RECEIPTS - COLLECTING PUBLIC MONIES		53.81
RECEIPTS - CP & CR - CTY TREAS		285.00
RECEIPTS - RETURNED CHECK CHARGES		35.75
RECEIPTS - AUTO FUND POSTAGE		1,609.96
RECEIPTS - COUNTY SHARE FEES (auto)		977.00
RECEIPTS - COUNTY SHARE (MOBILE EQP)		150.00
RECEIPTS - TEMPORARY WORK PERMIT		2,050.00
RECEIPTS - SHERIFF'S FEES		5,347.89
RECEIPTS - RESTITUTION		1,132.00
RECEIPTS - SPECIAL EVENTS OVERTIME		900.00
RECEIPTS - CONSTRUCTION USE PERMIT		1,600.00
RECEIPTS - MINERAL PERMIT		3,200.00
RECEIPTS - ANEMOMETER-BUILLING PERMIT		1,000.00
RECEIPTS - ACCESS PERMIT		375.00
RECEIPTS - ADDRESS PERMIT		225.00
RECEIPTS - COUNTY ENGINEER LICENSE A		450.00
RECEIPTS - COUNTY ENGINEER LICENSE B		450.00
RECEIPTS - HOME OCCUPATION		75.00
RECEIPTS - MISCELLANEOUS FEES		300.00
RECEIPTS - CHILD SUPPORT-CLERK DC		5,867.60
RECEIPTS - GRANT ADMINISTRATIVE FEES		4,985.42
RECEIPTS - NOW ACCOUNT		1,093.08
RECEIPTS - INT CAPITAL REPLACEMENT		17,562.50
RECEIPTS - INTEREST CASH RESERVE		28,125.00
RECEIPTS - INMATE HOUSING REIMBURSMT		1,146.28
RECEIPTS - POSTAGE		113.47

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD APRIL 30, 2012 TO MAY 31, 2012
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - REAL PROPERTY TAX CURRENT	756,180.75
RECEIPTS - REAL PROP TAXES DELINQ.	3,597.87
RECEIPTS - PENALTIES/INT DELIQ TAXES	549.00
RECEIPTS - NOW ACCOUNT	4.98
RECEIPTS - REAL PROPERTY TAX CURRENT	1,196,007.45
RECEIPTS - REAL PROP TAXES DELINQ.	5,810.51
RECEIPTS - PENALTIES/INT DELIQ TAXES	763.25
RECEIPTS - NOW ACCOUNT	7.61
RECEIPTS - REAL PROPERTY TAX CURRENT	125,598.73
RECEIPTS - REAL PROP TAXES DELINQ.	600.90
RECEIPTS - PENALTIES/INT DELIQ TAXES	84.27
RECEIPTS - NOW ACCOUNT	.80
RECEIPTS - REAL PROPERTY TAX CURRENT	192,914.87
RECEIPTS - REAL PROP TAXES DELINQ.	889.89
RECEIPTS - PENALTIES/INT DELIQ TAXES	134.52
RECEIPTS - NOW ACCOUNT	1.30
RECEIPTS - REAL PROPERTY TAX CURRENT	319,999.56
RECEIPTS - REAL PROP TAXES DELINQ.	1,586.70
RECEIPTS - PENALTIES/INT DELIQ TAXES	191.29
RECEIPTS - NOW ACCOUNT	2.00
RECEIPTS - REAL PROP TAXES DELINQ.	154.34-
RECEIPTS - PENALTIES/INT DELIQ TAXES	113.25
RECEIPTS - NOW ACCOUNT	14.88
RECEIPTS - NOW ACCOUNT	3.56
RECEIPTS - SC ROAD (SUPPLEMENT)	32,825.09
RECEIPTS - NOW ACCOUNT	400.64
RECEIPTS - ENHANCED 911 SYSTEM	1,377.86
RECEIPTS - NOW ACCOUNT	270.96
RECEIPTS - NOW ACCOUNT	15.95
RECEIPTS - NOW ACCOUNT	25.79
RECEIPTS - RETIREES HEALTH INSURANCE	12,924.13
RECEIPTS - INSURANCE-FIXED COSTS	45,501.41
RECEIPTS - COBRA INSURANCE	1,585.71
RECEIPTS - INSURANCE-COUNTY	381,687.74
RECEIPTS - NOW ACCOUNT	1,067.90
RECEIPTS - NOW ACCOUNT	6.15
RECEIPTS - INMATE ENTERPRISE FEES	41.19
RECEIPTS - NOW ACCOUNT	6.58
RECEIPTS - NOW ACCOUNT	.19
RECEIPTS - NOW ACCOUNT	2.08
RECEIPTS - NOW ACCOUNT	6.66
RECEIPTS - SHERIFF HOUSING DEPOSIT	300.00
RECEIPTS - NOW ACCOUNT	.07
RECEIPTS - NOW ACCOUNT	126.29
RECEIPTS - REAL PROP TAXES DELINQ.	7.61-
RECEIPTS - PENALTIES/INT DELIQ TAXES	10.48
RECEIPTS - NOW ACCOUNT	.16
RECEIPTS - REAL PROPERTY TAX CURRENT	501,564.00
RECEIPTS - REAL PROP TAXES DELINQ.	2,817.63
RECEIPTS - PENALTIES/INT DELIQ TAXES	126.88
RECEIPTS - NOW ACCOUNT	1.93
RECEIPTS - GASOLINE TAX	35,389.80

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD APRIL 30, 2012 TO MAY 31, 2012
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - SPECIAL FUEL TAX	62,242.20
RECEIPTS - NOW ACCOUNT	168.44
RECEIPTS - NOW ACCOUNT	.06
RECEIPTS - SLIB 07 CHPTR 23 DISPTACH	22,230.72
RECEIPTS - SFY 11&12 VICTIM SERV FOR	7,041.92
RECEIPTS - ARRA SEP ENERGY GRANT	27,912.87
RECEIPTS - 10-GPD-SWE-LS-HLE10	3,212.14
RECEIPTS - FY 12 DSP PROGRAM	1,576.51
RECEIPTS - FY 12 DSP CLIENT FEES	2,470.00
RECEIPTS - FY 12 CSBG	33,781.33
RECEIPTS - CH32 EVENTS COMPLEX RODEO	95,255.42
RECEIPTS - SHERIFF WYDOT DUI MEDIA	3,462.50
RECEIPTS - NOW ACCOUNT	1.39
RECEIPTS - NOW ACCOUNT	5.64
RECEIPTS - PROTEST & ESCROW	171,805.02
RECEIPTS - NOW ACCOUNT	3.42
RECEIPTS - NOW ACCOUNT	.98
RECEIPTS - NOW ACCOUNT	.03
RECEIPTS - NOW ACCOUNT	16.49
RECEIPTS - NOW ACCOUNT	.52
RECEIPTS - NOW ACCOUNT	.00
RECEIPTS - LIVESTOCK PREDATORY CNTRL	2,344.60
RECEIPTS - LODGING TX (TRVL/TOURISM)	42,107.67
RECEIPTS - NOW ACCOUNT	10.66
RECEIPTS - DISTRICT COURT FINES	22.77
RECEIPTS - CIRCUIT COURT FINES	89,835.05
RECEIPTS - OSHA FINES	750.00
RECEIPTS - NOW ACCOUNT	34.22
RECEIPTS - POST DELINQUENT TAXES	47.47-
RECEIPTS - INTEREST POST DELINQ TAX	38.07
RECEIPTS - NOW ACCOUNT	.13
RECEIPTS - TA- CO WEED & PEST CNTRL	350,307.02
RECEIPTS - TA- CO WEED & PEST CNTRL	1,776.10
RECEIPTS - TA- CO WEED & PEST CNTRL	37.63
RECEIPTS - TA- CO WEED & PEST CNTRL	163.28
RECEIPTS - TA- CO WEED & PEST CNTRL	1.96
RECEIPTS - CURRENT TAXES	3,924,738.75
RECEIPTS - POST DELINQUENT TAXES	19,546.57
RECEIPTS - INTEREST ON CURRENT TAXES	421.40
RECEIPTS - INTEREST POST DELINQ TAX	2,132.13
RECEIPTS - NOW ACCOUNT	30.21
RECEIPTS - CURRENT TAXES	981,197.52
RECEIPTS - POST DELINQUENT TAXES	4,886.81
RECEIPTS - INTEREST ON CURRENT TAX	105.25
RECEIPTS - INTEREST POST DELINQ TAX	532.51
RECEIPTS - NOW ACCOUNT	.09
RECEIPTS - NOW ACCOUNT	.02
RECEIPTS - NOW ACCOUNT	22.51
RECEIPTS - NOW ACCOUNT	1.74
RECEIPTS - CURRENT TAXES	5,887,108.13
RECEIPTS - POST DELINQUENT TAXES	29,320.16
RECEIPTS - INTEREST ON CURRENT TAXES	632.19

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD APRIL 30, 2012 TO MAY 31, 2012
 (PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - INTEREST POST DELINQ TAX	3,197.77
RECEIPTS - NOW ACCOUNT	36.26
RECEIPTS - CURRENT TAXES	301,514.89
RECEIPTS - POST DELINQUENT TAXES	18,402.14
RECEIPTS - INTEREST ON CURRENT TAXES	316.79
RECEIPTS - INTEREST POST DELINQ TAX	695.82
RECEIPTS - NOW ACCOUNT	16.41
RECEIPTS - CURRENT TAXES	147,043.78
RECEIPTS - POST DELINQUENT TAXES	5,964.69
RECEIPTS - INTEREST ON CURRENT TAXES	361.89
RECEIPTS - INTEREST POST DELINQ TAX	163.64
RECEIPTS - NOW ACCOUNT	7.85
RECEIPTS - TA- CASTLE ROCK DISTRICT	1,020,026.41
RECEIPTS - TA- CASTLE ROCK DISTRICT	2,185.96
RECEIPTS - TA- CASTLE ROCK DISTRICT	145.51
RECEIPTS - TA- CASTLE ROCK DISTRICT	176.23
RECEIPTS - TA- CASTLE ROCK DISTRICT	4.81
RECEIPTS - NOW ACCOUNT	12.88
RECEIPTS - CURRENT TAXES	2,136.33
RECEIPTS - POST DELINQUENT TAXES	25.67
RECEIPTS - INTEREST POST DELINQ TAX	.45
RECEIPTS - NOW ACCOUNT	.08
RECEIPTS - CURRENT TAXES	780.68
RECEIPTS - POST DELINQUENT TAXES	243.53
RECEIPTS - INTEREST ON CURRENT TAXES	5.57
RECEIPTS - INTEREST POST DELINQ TAX	11.12
RECEIPTS - NOW ACCOUNT	.39
RECEIPTS - CURRENT TAXES	4,930.80
RECEIPTS - POST DELINQUENT TAXES	137.95
RECEIPTS - INTEREST POST DELINQ TAX	1.81
RECEIPTS - NOW ACCOUNT	.09
RECEIPTS - CURRENT TAXES	162,487.82
RECEIPTS - POST DELINQUENT TAXES	6.40
RECEIPTS - INTEREST POST DELINQ TAX	.34
RECEIPTS - CURRENT TAXES	532,235.82
RECEIPTS - POST DELINQUENT TAXES	4,552.08
RECEIPTS - INTEREST ON CURRENT TAXES	55.93
RECEIPTS - INTEREST POST DELINQ TAX	399.04
RECEIPTS - CURRENT TAXES	13,305,556.94
RECEIPTS - POST DELINQUENT TAXES	104,626.99
RECEIPTS - INTEREST ON CURRENT TAXES	1,399.47
RECEIPTS - INTEREST POST DELINQ TAX	11,843.87
RECEIPTS - NOW ACCOUNT	111.80
RECEIPTS - CURRENT TAXES	456,266.18
RECEIPTS - POST DELINQUENT TAXES	2,443.17
RECEIPTS - INTEREST ON CURRENT TAXES	52.62
RECEIPTS - INTEREST POST DELINQ TAX	266.42
RECEIPTS - NOW ACCOUNT	3.02
RECEIPTS - CURRENT TAXES	380,370.95
RECEIPTS - POST DELINQUENT TAXES	874.81
RECEIPTS - INTEREST ON CURRENT TAXES	4.29
RECEIPTS - INTEREST POST DELINQ TAX	2.69

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD APRIL 30, 2012 TO MAY 31, 2012
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - CURRENT TAXES	9,508,134.45
RECEIPTS - POST DELINQUENT TAXES	17,520.76
RECEIPTS - INTEREST ON CURRENT TAXES	1,234.42
RECEIPTS - INTEREST POST DELINQ TAX	1,479.25
RECEIPTS - NOW ACCOUNT	44.73
RECEIPTS - CURRENT TAXES	102,960.10
RECEIPTS - POST DELINQUENT TAXES	1.20
RECEIPTS - INTEREST POST DELINQ TAX	.06
RECEIPTS - CURRENT TAXES	68,638.03
RECEIPTS - POST DELINQUENT TAXES	.80
RECEIPTS - INTEREST POST DELINQ TAX	.04
RECEIPTS - CURRENT TAXES	1,715,990.01
RECEIPTS - POST DELINQUENT TAXES	20.04
RECEIPTS - INTEREST POST DELINQ TAX	1.07
RECEIPTS - NOW ACCOUNT	.01
RECEIPTS - NOW ACCOUNT	1.54
RECEIPTS - CURRENT TAXES	709,315.42
RECEIPTS - POST DELINQUENT TAXES	1,299.79
RECEIPTS - INTEREST ON CURRENT TAXES	92.07
RECEIPTS - INTEREST POST DELINQ TAX	114.89
RECEIPTS - NOW ACCOUNT	260.74
RECEIPTS - NOW ACCOUNT	.05
RECEIPTS - NOW ACCOUNT	.11
RECEIPTS - CURRENT TAXES	9,878.72
RECEIPTS - POST DELINQUENT TAXES	15.25
RECEIPTS - INTEREST ON CURRENT TAXES	1.24
RECEIPTS - INTEREST POST DELINQ TAX	2.55
RECEIPTS - NOW ACCOUNT	5.21
RECEIPTS - NOW ACCOUNT	.31
RECEIPTS - TRANSPORTABLE HOMES	252.34
RECEIPTS - NOW ACCOUNT	24.82
RECEIPTS - MOBILE MACHINERY & EQUIPM	4,033.35
RECEIPTS - LEASED MOBILE EQUIPMENT	3,202.77
RECEIPTS - NOW ACCOUNT	1,142.00
RECEIPTS - COUNTY AUTO FEES	1,243,868.20
RECEIPTS - NOW ACCOUNT	.11
RECEIPTS - STATE AUTO FEES	160,038.83
RECEIPTS - SALES TAX (AUTO FEE FUND)	722,496.68
RECEIPTS - INTEREST ON SALES TAX	2,465.73
RECEIPTS - REDEMPTION FUND	13,385.74
RECEIPTS - TA- EDEN-FARSON FIRE	122,837.79
RECEIPTS - TA- EDEN-FARSON FIRE	203.19
RECEIPTS - TA- EDEN-FARSON FIRE	9.21
RECEIPTS - TA- EDEN-FARSON FIRE	9.32
RECEIPTS - TA- EDEN-FARSON FIRE	23.53
RECEIPTS - TA- JAMESTOWN FIRE	2,210.10
RECEIPTS - TA- JAMESTOWN FIRE	155.64
RECEIPTS - TA- JAMESTOWN FIRE	.34
RECEIPTS - TA- JAMESTOWN FIRE	3.06
RECEIPTS - TA- JAMESTOWN FIRE	.04
RECEIPTS - TA- JAMESTOWN RIO SEWER	3,129.69
RECEIPTS - TA- JAMESTOWN RIO SEWER	593.11

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD APRIL 30, 2012 TO MAY 31, 2012
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - TA- JAMESTOWN RIO SEWER	.88
RECEIPTS - TA- JAMESTOWN RIO SEWER	10.41
RECEIPTS - TA- JAMESTOWN RIO SEWER	.08
RECEIPTS - TA- RELIANCE FIRE	1,404.11
RECEIPTS - TA- RELIANCE FIRE	241.32
RECEIPTS - TA- RELIANCE FIRE	7.62
RECEIPTS - TA- RELIANCE FIRE	12.55
RECEIPTS - TA- RELIANCE FIRE	2.03
RECEIPTS - TA- TEN MILE WATER/SEWER	6,456.21
RECEIPTS - TA- TEN MILE WATER/SEWER	612.76
RECEIPTS - TA- TEN MILE WATER/SEWER	18.41
RECEIPTS - TA- TEN MILE WATER/SEWER	6.32
RECEIPTS - TA- TEN MILE WATER/SEWER	.37
RECEIPTS - TA- WHITE MOUNTAIN SEWER	21,015.89
RECEIPTS - TA- WHITE MOUNTAIN SEWER	1,054.35
RECEIPTS - TA- WHITE MOUNTAIN SEWER	38.76
RECEIPTS - TA- WHITE MOUNTAIN SEWER	39.39
RECEIPTS - TA- WHITE MOUNTAIN SEWER	1.38
RECEIPTS - TA- EDEN VALLEY SLD WASTE	198,125.34
RECEIPTS - TA- EDEN VALLEY SLD WASTE	328.37
RECEIPTS - TA- EDEN VALLEY SLD WASTE	14.86
RECEIPTS - TA- EDEN VALLEY SLD WASTE	12.12
RECEIPTS - TA- EDEN VALLEY SLD WASTE	.77
RECEIPTS - TA- SOLID WASTE DIST #1	543,847.88
RECEIPTS - TA- SOLID WASTE DIST #1	6,345.61
RECEIPTS - TA- SOLID WASTE DIST #1	124.87
RECEIPTS - TA- SOLID WASTE DIST #1	257.00
RECEIPTS - TA- SOLID WASTE DIST #1	15.92
RECEIPTS - TA- WEST SIDE SEWER/WATER	5,027.93
RECEIPTS - TA- WEST SIDE SEWER/WATER	465.21
RECEIPTS - TA- WEST SIDE SEWER/WATER	1.66
RECEIPTS - TA- WEST SIDE SEWER/WATER	33.52
RECEIPTS - TA- WEST SIDE SEWER/WATER	.28
RECEIPTS - TA- ABANDONED VEHICLE	12.73
RECEIPTS - TA- ABANDONED VEHICLE	2,756.00
RECEIPTS - TA- FOUNDATION FUND	11,774,265.18
RECEIPTS - TA- FOUNDATION FUND	58,640.47
RECEIPTS - TA- FOUNDATION FUND	1,264.34
RECEIPTS - TA- FOUNDATION FUND	6,395.87
RECEIPTS - TA- FOUNDATION FUND	72.52
RECEIPTS - TA- GRAZING DISTRICT #3	.02
RECEIPTS - TA- GRAZING DISTRICT #4	28.34
RECEIPTS - TA- SD 1C BOCES	68,638.03
RECEIPTS - TA- SD 1C BOCES	.80
RECEIPTS - TA- SD 1C BOCES	.04
RECEIPTS - TA- EDEN VALLEY CEMETERY	33,351.25
RECEIPTS - TA- EDEN VALLEY CEMETERY	56.67
RECEIPTS - TA- EDEN VALLEY CEMETERY	2.50
RECEIPTS - TA- EDEN VALLEY CEMETERY	2.28
RECEIPTS - TA- EDEN VALLEY CEMETERY	.13
RECEIPTS - TA- AUTO REGISTRATION FEE	67.45
RECEIPTS - TA- SOLID WASTE DIST #2	433,430.41

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD APRIL 30, 2012 TO MAY 31, 2012
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - TA- SOLID WASTE DIST #2	1,922.53	
RECEIPTS - TA- SOLID WASTE DIST #2	.34	
RECEIPTS - TA- SOLID WASTE DIST #2	356.17	
RECEIPTS - TA- SOLID WASTE DIST #2	1.90	
RECEIPTS - TA- REDEMPTION (INT CP)	2,341.73	
RECEIPTS - TA- FIRE DISTRICT #1	543,005.40	
RECEIPTS - TA- FIRE DISTRICT #1	422.19	
RECEIPTS - TA- FIRE DISTRICT #1	23.55	
RECEIPTS - TA- FIRE DISTRICT #1	47.47	
RECEIPTS - TA- FIRE DISTRICT #1	1.27	
RECEIPTS - TA- SHERIFF'S EVIDENCE	.38	
RECEIPTS - TA- REGION V BOCES	182,517.83	
RECEIPTS - TA- REGION V BOCES	1,001.28	
RECEIPTS - TA- REGION V BOCES	20.90	
RECEIPTS - TA- REGION V BOCES	105.36	
RECEIPTS - TA- REGION V BOCES	3.78	
RECEIPTS - TA- EDEN VALLEY IMP DIST	.63	
RECEIPTS - TA- WWCC SWEETWTR BOCES	220,760.25	
RECEIPTS - TA- WWCC SWEETWTR BOCES	1,139.19	
RECEIPTS - TA- WWCC SWEETWTR BOCES	23.57	
RECEIPTS - TA- WWCC SWEETWTR BOCES	60.14	
RECEIPTS - TA- WWCC SWEETWTR BOCES	1.14	
RECEIPTS - TA- REBATE ORDERS PAID	21.88-	
RECEIPTS - TA- UNCLAIMED PROPERTY	1,152.36	
RECEIPTS - TA- OVER/UNDER ACCOUNT	.08	
RECEIPTS - TA- OVER/UNDER ACCOUNT	115.62	
RECEIPTS - TA- EDEN VALLEY BOND/INT	151,499.91	
RECEIPTS - TA- EDEN VALLEY BOND/INT	264.56	
RECEIPTS - TA- EDEN VALLEY BOND/INT	11.36	
RECEIPTS - TA- EDEN VALLEY BOND/INT	10.34	
RECEIPTS - TA- EDEN VALLEY BOND/INT	10.98	
RECEIPTS - TA- EDEN VALLEY IMPR CNTR	95.62	
RECEIPTS - TA- CDC SPECIFIC PRP TX11	469.31	
RECEIPTS - TA- CDC SPCF TAX OVERAGE	11,132.40	
RECEIPTS - TA- CDC SPCF TAX OVERAGE	1,287.75	
DISBURSEMENTS - CASH ITEMS		54.00-
DISBURSEMENTS - COUNTY CLERK FEES		179.00-
DISBURSEMENTS - OVERPAYMENTS		52,980.74-
DISBURSEMENTS - VIN INSPECTION FEES		1,650.00-
DISBURSEMENTS - CASH IN BANK		812,626.58-
DISBURSEMENTS - CASH IN BANK		1,283,148.54-
DISBURSEMENTS - CASH IN BANK		134,757.14-
DISBURSEMENTS - CASH IN BANK		207,586.43-
DISBURSEMENTS - CASH IN BANK		343,104.29-
DISBURSEMENTS - CASH IN BANK		4,444.61-
DISBURSEMENTS - C6- ENHANCED 911 SYSTEM		1,137,556.35-
DISBURSEMENTS - C3- SWEETWATER INSURANCE		120,396.55-
DISBURSEMENTS - INSURANCE CLAIMS		399,267.17-
DISBURSEMENTS - C5- INMATE ENTERPRISE		949.23-
DISBURSEMENTS - C4- JAIL OPERATION/MAINT		30,435.68-
DISBURSEMENTS - CASH IN BANK		1,396.90-
DISBURSEMENTS - CASH IN BANK		532,523.56-

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD APRIL 30, 2012 TO MAY 31, 2012
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

DISBURSEMENTS - C4- GRANTS	1,131,165.77-
DISBURSEMENTS - PROTEST & ESCROW	171,805.02-
DISBURSEMENTS - WARRANTS PAYABLE	3,464,022.97-
DISBURSEMENTS - TA- LIVESTOCK PRED ANIMAL	2,344.60-
DISBURSEMENTS - TA- LODGING TAX	84,417.70-
DISBURSEMENTS - NOW ACCOUNT	14.35-
DISBURSEMENTS - TA- FINES AND FORFEITURES	252,606.88-
DISBURSEMENTS - NOW ACCOUNT	34.19-
DISBURSEMENTS - TA- COUNTY-CITY AIRPORT	1,019.75-
DISBURSEMENTS - NOW ACCOUNT	.04-
DISBURSEMENTS - TA- CO WEED & PEST CNTRL	373,672.95-
DISBURSEMENTS - NOW ACCOUNT	.58-
DISBURSEMENTS - TA- WESTERN WY CM COLLEGE	5,254,267.41-
DISBURSEMENTS - NOW ACCOUNT	8.83-
DISBURSEMENTS - TA- 6 MILL LEVY	6,305,106.79-
DISBURSEMENTS - NOW ACCOUNT	10.60-
DISBURSEMENTS - TA- CITY OF ROCK SPRINGS	410,359.64-
DISBURSEMENTS - NOW ACCOUNT	4.79-
DISBURSEMENTS - TA- CITY OF GREEN RIVER	197,501.96-
DISBURSEMENTS - NOW ACCOUNT	1.89-
DISBURSEMENTS - TA- CASTLE ROCK DISTRICT	1,062,848.88-
DISBURSEMENTS - NOW ACCOUNT	.83-
DISBURSEMENTS - TA- TOWN OF GRANGER	2,841.02-
DISBURSEMENTS - NOW ACCOUNT	.01-
DISBURSEMENTS - TA- TOWN OF WAMSUTTER	5,617.82-
DISBURSEMENTS - NOW ACCOUNT	.03-
DISBURSEMENTS - TA- TOWN OF BAIROIL	161,697.99-
DISBURSEMENTS - TA- SCHOOL DISTRICT #1	578,560.76-
DISBURSEMENTS - TA- SCHOOL DISTRICT #1	14,570,388.17-
DISBURSEMENTS - NOW ACCOUNT	39.32-
DISBURSEMENTS - TA- BOCES SWEETWATER CNTY	491,096.89-
DISBURSEMENTS - NOW ACCOUNT	.88-
DISBURSEMENTS - TA- SCHOOL DISTRICT #2	398,909.71-
DISBURSEMENTS - TA- SCHOOL DISTRICT #2	9,984,894.40-
DISBURSEMENTS - NOW ACCOUNT	6.58-
DISBURSEMENTS - TA- SCHOOL DISTRICT 1-C	171,605.23-
DISBURSEMENTS - TA- SCHOOL DISTRICT 1-C	1,716,061.02-
DISBURSEMENTS - NOW ACCOUNT	.01-
DISBURSEMENTS - STATE AUTO FEES	160,038.83-
DISBURSEMENTS - SALES TAX (AUTO FEE FUND)	722,496.68-
DISBURSEMENTS - INTEREST ON SALES TAX	2,465.73-
DISBURSEMENTS - REDEMPTION FUND	13,385.74-
DISBURSEMENTS - TA- EDEN-FARSON FIRE	130,694.39-
DISBURSEMENTS - NOW ACCOUNT	42.72-
DISBURSEMENTS - TA- JAMESTOWN FIRE	2,585.24-
DISBURSEMENTS - NOW ACCOUNT	.02-
DISBURSEMENTS - TA- JAMESTOWN RIO SEWER	3,864.36-
DISBURSEMENTS - NOW ACCOUNT	.04-
DISBURSEMENTS - TA- RELIANCE FIRE	9,812.32-
DISBURSEMENTS - NOW ACCOUNT	7.71-
DISBURSEMENTS - AUTO FUND INTEREST	4.55-
DISBURSEMENTS - TRANSPORTABLE HOMES	18.16-

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD APRIL 30, 2012 TO MAY 31, 2012 (PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

DISBURSEMENTS - COUNTY AUTO FEES	2,728.24-
DISBURSEMENTS - TA- TEN MILE WATER/SEWER	8,760.58-
DISBURSEMENTS - NOW ACCOUNT	.19-
DISBURSEMENTS - TA- WHITE MOUNTAIN SEWER	28,984.82-
DISBURSEMENTS - NOW ACCOUNT	.54-
DISBURSEMENTS - TA- EDEN VALLEY SLD WASTE	210,771.21-
DISBURSEMENTS - NOW ACCOUNT	.08-
DISBURSEMENTS - TA- SOLID WASTE DIST #1	636,247.36-
DISBURSEMENTS - NOW ACCOUNT	15.47-
DISBURSEMENTS - AUTO FUND INTEREST	104.70-
DISBURSEMENTS - COUNTY AUTO FEES	62,746.47-
DISBURSEMENTS - TA- WEST SIDE SEWER/WATER	6,072.53-
DISBURSEMENTS - NOW ACCOUNT	1.41-
DISBURSEMENTS - COUNTY ABANDONED VEHICLE	1,061.00-
DISBURSEMENTS - TA- FOUNDATION FUND	12,610,263.56-
DISBURSEMENTS - NOW ACCOUNT	21.21-
DISBURSEMENTS - TA- SD 1C BOCES	68,640.87-
DISBURSEMENTS - TA- EDEN VALLEY CEMETERY	35,488.19-
DISBURSEMENTS - NOW ACCOUNT	.01-
DISBURSEMENTS - ORGAN DONOR MONEY	67.45-
DISBURSEMENTS - TA- SOLID WASTE DIST #2	456,817.39-
DISBURSEMENTS - NOW ACCOUNT	.49-
DISBURSEMENTS - REDEMPTION (INTEREST CP)	2,341.73-
DISBURSEMENTS - TA- FIRE DISTRICT #1	587,858.75-
DISBURSEMENTS - NOW ACCOUNT	.86-
DISBURSEMENTS - TA- WWCC SWEETWTR BOCES	234,995.90-
DISBURSEMENTS - NOW ACCOUNT	.28-
DISBURSEMENTS - REBATE ORDERS-OVERPAYMENT	110,474.44-
DISBURSEMENTS - UNCLAIMED PROPERTY	2,606.28
DISBURSEMENTS - GEN CO-OVER/UNDER ACCOUNT	94.27-
LEDGER CASH BALANCE MAY 31, 2012	53,359,892.89
TOTAL	121,323,256.13 121,323,256.13

Robb Naughton
Sweetwater Co Treasurer

TRIAL BALANCE OF THE ACCOUNTS OF ROBB SLAUGHTER, COUNTY TREASURER
 WITHIN AND FOR THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, SHOWING
 THE CONDITIONS OF SAID ACCOUNTS AT THE CLOSE OF BUSINESS ON
 JUNE 01, 2012:

NAME OF ACCOUNTS

C1- GENERAL FUND	5,717,780.54
C2- CAPT REPLACEMENT-G CO	8,352,189.00
C2- ECONOMIC DEV INFRSTR	111,187.79
C2- FY 2011 RESERVES	6,672,589.00
C2- FY11 CASH C/OVER RES	2,722,798.00
C2- GEN CO CASH CARRYOVER	3,000,000.00
C2- GEN CO-CASH RESERVE	350,000.00
C3- INSURANCE-CASH RESRV	1,650,000.00
C3- SWEETWATER INSURANCE	5,512,232.45
C4- CO ROAD FUND FUEL TAX	872,335.99
C4- GRANTS	1,060,906.25-
C4- JAIL OPERATION/MAINT	931,329.33
C4- SC ROAD FUND	1,774,920.79
C4- SC ROAD REIMBURSEMENT	68,786.40
C5- AIRLINE SUBSIDY CONTR	306.67
C5- DRUG ENFRMNT/INTERDCT	11,774.00
C5- IMPACT TX-GEN CO 2002	26,543.72
C5- IMPACT TX-GEN CO 2010	15,387.89
C5- INMATE ENTERPRISE	28,574.81-
C5- SHERIFF HOUSING DEPST	616.01
C6- COUNTY HEALTH FUND	367.15
C6- COUNTY LIBRARY	9,095.21
C6- COUNTY MUSEUM	971.07
C6- COUNTY RECREATION	1,486.75
C6- ENHANCED 911 SYSTEM	89,240.19
C6- EVENTS COMPLEX	5,811.03
C6- MEMORIAL HOSPITAL CO	1.01
C6- MEMORIAL HOSPTL MAINT	3,360.83
C6- MENTAL HEALTH	2,422.05
SD- AREA THIRTY3 ESTATES	28,737.79
SD- BOARS TUSK SUBDVN	43.79
SD- DAKOTA ESTATES SUBD	9,002.69
SD- FOOTHILLS PHASE II	846.87
SD- SUBDIVISION(MENDICOA)	28,385.24
TA PROTST ANADARKO 11 902	.00
TA- ABANDONED VEHICLE	60,120.48
TA- AUTO REGISTRATION FEE	.00
TA- BANKRUPTCY ACCOUNTS	2,272.22
TA- BOCES SWEETWATER CNTY	3,779.38
TA- CAR COMPANY TAX	493.17
TA- CASTLE ROCK BOND R/I	55,558.67
TA- CASTLE ROCK DISTRICT	3,655.94
TA- CDC SPCF TAX OVRAGE	5,572,473.34
TA- CDC SPECIFIC PRP TX11	2,023,833.18
TA- CITY OF GREEN RIVER	7,403.35
TA- CITY OF ROCK SPRINGS	23,179.97
TA- CO HOSPITAL BOND INT	7,527.20
TA- CO HOSPITAL BOND RDMT	97,091.89
TA- CO WEED & PEST CNTRL	2,631.32
TA- COUNTY AUTO TAX	5,109,115.64

TRIAL BALANCE OF THE ACCOUNTS OF ROBB SLAUGHTER, COUNTY TREASURER
 WITHIN AND FOR THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, SHOWING
 THE CONDITIONS OF SAID ACCOUNTS AT THE CLOSE OF BUSINESS ON
 JUNE 01, 2012:

NAME OF ACCOUNTS

TA- COUNTY-CITY AIRPORT	85.35
TA- EDEN VALLEY BOND/INT	207,459.76
TA- EDEN VALLEY CEMETERY	105.27
TA- EDEN VALLEY IMP DIST	2,724.58
TA- EDEN VALLEY IMPR CNTR	412,327.56
TA- EDEN VALLEY SLD WASTE	620.28
TA- EDEN-FARSON FIRE	413.41
TA- ENERGETICS OPERATNG	71,132.23
TA- ESCROW-FMC	4,235.82
TA- ESCROW-PELICAN DOME	14,787.30
TA- FINES AND FORFEITURES	34.22
TA- FIRE DISTRICT #1	1,352.15
TA- FOUNDATION FUND	90,710.30
TA- GRAZING DISTRICT #3	110.94
TA- GRAZING DISTRICT #4	122,227.61
TA- INTEREST NOW ACCOUNT	.00
TA- JAMESTOWN FIRE	158.74
TA- JAMESTOWN RIO SEWER	603.60
TA- LIVESTOCK PRED ANIMAL	.00
TA- LODGING TAX	10.66
TA- MOBILE MACHINERY/EQP	116,433.50
TA- OVER/UNDER ACCOUNT	506.94
TA- PROTEST-MERIT ENERGY	24,344.19
TA- PROTST ANADARKO 4/392	162.79
TA- REBATE ORDERS PAID	.00
TA- REDEMPTION (INT CP)	216.48
TA- REDEMPTION CP(TAX/FEE)	475.13
TA- REGION V BOCES	213,822.94
TA- RELIANCE FIRE	296.20
TA- SCHOOL DISTRICT #1	164,377.46
TA- SCHOOL DISTRICT #2	31,997.61
TA- SCHOOL DISTRICT 1-C	23.22
TA- SD #1 BOND INTEREST	516.08
TA- SD #1 BOND REDEMPTION	6,646.59
TA- SD #1-C BOND RED/INT	223.58
TA- SD #2 BOND INTEREST	33,057.13
TA- SD #2 BOND REDEMPTION	1,868,973.49
TA- SD 1C BOCES	.84
TA- SHERIFF'S EVIDENCE	1,644.31
TA- SOLID WASTE DIST #1	8,568.93
TA- SOLID WASTE DIST #2	3,112.22
TA- STATE SALES/AUTO FEES	.00
TA- TAX PROTEST- NARCO	6,020.40
TA- TEN MILE WATER/SEWER	806.45
TA- TOWN OF BAIROIL	6.74
TA- TOWN OF GRANGER	63.10
TA- TOWN OF SUPERIOR	3,767.55
TA- TOWN OF WAMSUTTER	139.85
TA- TRANSPORTABLE HOMES	2,283.86
TA- UNCLAIMED PROPERTY	5,215.66

TRIAL BALANCE OF THE ACCOUNTS OF ROBB SLAUGHTER, COUNTY TREASURER WITHIN AND FOR THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, SHOWING THE CONDITIONS OF SAID ACCOUNTS AT THE CLOSE OF BUSINESS ON JUNE 01, 2012:

NAME OF ACCOUNTS

TA- WEST SIDE SEWER/WATER	472.97
TA- WESTERN WY CM COLLEGE	37,795.41
TA- WHITE MOUNTAIN SEWER	1,243.42
TA- WWCC BOND INTEREST	112.38
TA- WWCC BOND REDEMPTION	418.37
TA- WWCC SWEETWTR BOCES	1,488.58
TA- 6 MILL LEVY	45,354.80

TOTAL

53,359,892.89

Robb Slaughter
Sweetwater Co Treasurer

MONTHLY STATEMENT

Statement of the Earnings or Collections of Richard Haskell

as Sheriff within and for the County of Sweetwater County

State of Wyoming, for the month ending May 31, 20 12, and reported to the Board of County Commissioners of said County.

<p>COUNTY CLERK,</p>	<p>Recording Fees,</p> <p>Marriage Licenses,</p> <p>Chattel Mortgages,</p> <p>Motor Certificates of Title,</p> <p>Sale of County Property,</p> <p>Miscellaneous Receipts,</p> <p style="text-align: right;">Total Receipts,</p>		
<p>CLERK, DISTRICT COURT,</p>	<p>Civil Fees,</p> <p>Probate Fees,</p> <p>Criminal fines and Costs,</p> <p>Miscellaneous Fees,</p> <p style="text-align: right;">Total Earnings,</p>		
<p>SHERIFF,</p>		3607	50
<p>ASSESSOR,</p>			

STATE OF WYOMING)
) ss.
 County of Sweetwater)

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

WITNESS my hand and seal this 31 day of May, 20 12

Richard Haskell, County Sheriff

Richard Haskell

**RESOLUTION 12-06-CL-05
SWEETWATER COUNTY
BUDGET AMENDMENT**

DUE to an unanticipated election for the Carbon County School District No. 1 in the amount of \$2,341,

WHEREAS, it has been determined that the aforementioned funds need to be included within the 2011-2012 County Budget,

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

BE IT THEREFORE RESOLVED: that the 2011-2012 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

County Clerk Elections – Revenues	\$2,341
County Clerk Elections – Salary and Benefits	\$ 886
County Clerk Elections – Operating	\$1,455

Dated at Green River, Wyoming this 19th of June, 2012.

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

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

ATTEST:

Reid O. West, Member

Steven Dale Davis, County Clerk

Don Van Matre, Member

NOTICE OF PUBLIC HEARING
SWEETWATER COUNTY
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the Sweetwater County 2011-2012 budget in the amount of \$2,341 due to unanticipated election expenses for the County Clerk - Elections,

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 19th day of June, 2012 at 8:30 A.M. At this time, any and all interested persons may appear and express their opinion regarding the budget amendment.

Dated at Green River, Wyoming this 13th day of June, 2012.

Board of County Commissioners
Sweetwater County, Wyoming

Attest:

(s) Wally J Johnson, Chair

(s) Steven Dale Davis, County Clerk

Please Advertise as a Legal Advertisement on June 14, 2012.

R E S O L U T I O N 12-06-CL-04
SWEETWATER COUNTY
BUDGET AMENDMENT

DUE to unanticipated operating expenditures for the Sweetwater County Detention Center in the amount \$61,000,

WHEREAS, it has been determined that the aforementioned funds need to be transferred within the 2011-2012 County Budget,

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

BE IT THEREFORE RESOLVED: that the 2011-2012 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

Sheriff – Operating	(\$45,000)
Emergency Management – Operating	(\$16,000)
Detention Center – Operating	\$61,000

Dated at Green River, Wyoming this 19th of June, 2012.

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Don Van Matre, Member

NOTICE OF PUBLIC HEARING
SWEETWATER COUNTY
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the Sweetwater County 2011-2012 budget in the amount of \$61,000 due to unanticipated operating expenditures for the Sweetwater County Detention Center,

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 19th day of June, 2012 at 8:30 A.M. At this time, any and all interested persons may appear and express their opinion regarding the budget amendment.

Dated at Green River, Wyoming this 13th day of June, 2012.

Board of County Commissioners
Sweetwater County, Wyoming

Attest:

(s) Wally J Johnson, Chair

(s) Steven Dale Davis, County Clerk

Please Advertise as a Legal Advertisement on June 14, 2012.

RESOLUTION 12-06-CL-07
SWEETWATER COUNTY
BUDGET AMENDMENT

DUE to unanticipated operating expenditures for Veterans Services department in the amount \$1,004,

WHEREAS, it has been determined that the aforementioned funds need to be transferred within the 2011-2012 County Budget,

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

BE IT THEREFORE RESOLVED: that the 2011-2012 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

General County Admin – Budget Adjustments	(\$1,004)
Veteran Services – Operating	\$1,004

Dated at Green River, Wyoming this 19th of June, 2012.

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Don Van Matre, Member

NOTICE OF PUBLIC HEARING
SWEETWATER COUNTY
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the Sweetwater County 2011-2012 budget in the amount of \$1,004 due to unanticipated operating expenditures for the Veterans Services department,

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 19th day of June, 2012 at 8:30 A.M. At this time, any and all interested persons may appear and express their opinion regarding the budget amendment.

Dated at Green River, Wyoming this 14th day of June, 2012.

Board of County Commissioners
Sweetwater County, Wyoming

Attest:

(s) Wally J Johnson, Chair

(s) Steven Dale Davis, County Clerk

Please Advertise as a Legal Advertisement on June 16, 2012.

RESOLUTION 12-06-CL-06
SWEETWATER COUNTY
AUTHORIZATION TO TRANSFER FUNDS

WHEREAS, during the budgeting process, it was authorized to transfer \$500,000 from the Jail Operation/Maintenance fund for expenditures associated with salaries and benefits in the County's Detention Center to the General County fund,

BE IT THEREFORE RESOLVED: that the County Treasurer is authorized to transfer \$500,000 from the Jail Operation/Maintenance fund to the General County fund with attached expenditures:

Dated at Green River, Wyoming this 19th of June, 2012.

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Don Van Matre, Member

Project selection

From project : SHDETE To project : SHDETE

Type : O (O=Only, R=Range, S=Selective)

Description begins with :

Description contains . :

From project estimate . : .00 To project estimate . . : 99,999,999,999.99

From project type . . . : To project type : 99

From project sub-type . : To project sub-type . . : 99

Sequence options

OPTION: 3 Project

Project options

Print projects without detail (Y/N/O) : Y

Print inactive projects (Y/N) : Y

Print budget projects (Y/N) : Y

Print projects miscellaneous info? (Y/N) : Y

Account selection

From fiscal year . . . : 0000 To fiscal year : 9999

From account : 001-0515-423.00-00 To account : 001-0515-423.99-99

Type : S (O=Only, R=Range, S=Selective)

Account type selection : Assets: X Liabilities: X Revenue: X Expense: X

Print zero activity accounts (Y/N) : N

Transaction selection

From fiscal year . . . : 0000 To fiscal year : 9999

From period : 00 To period : 99

From transaction date . : 00/00/0000 To transaction date . . : 99999999

Transaction type. . . . : AJ . . :X AP . . :X CR . . :X EN . . :X TF . . :X BA . . . :

Print transaction detail? (Y/N) : Y

Print transaction description (Y/N) : Y

Print work order # and job # (Y/N) : N

Summary options

Print classification totals (Y/N) : Y

Print project estimate totals (Y/N) : N

Print project totals (Y/N) : N

Sweetwater County
 PROJECT ACTIVITY LISTING

PROJECT:SHDETE-DETENTION OFFICERS

TYPE: EX-EXPENSE TRACKING

SUB-TYPE: -

STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE	ENCUMBERED	BALANCE
							TRANS AMT	TRANS	ENCUMBERED	FISC YR PERIOD
01-0515-423.11-03			REGULAR LAW FULL T			.00	3,555,738.62	1,669,079.06	.00	3,555,738.62-
AJ		05/31/2012	PR0531			PAYROLL SUMMARY		154,413.83	.00	2012 11
AJ		04/30/2012	PR0430			PAYROLL SUMMARY		153,580.14	.00	2012 10
AJ		03/30/2012	PR0330			PAYROLL SUMMARY		153,561.52	.00	2012 09
AJ		02/29/2012	PR0229			PAYROLL SUMMARY		151,930.42	.00	2012 08
AJ		01/31/2012	PR0131			PAYROLL SUMMARY		152,357.42	.00	2012 07
AJ		12/30/2011	PR1230			PAYROLL SUMMARY		153,048.91	.00	2012 06
AJ		11/23/2011	PR1123			PAYROLL SUMMARY		152,435.25	.00	2012 05
AJ		10/31/2011	PR1031			PAYROLL SUMMARY		151,744.88	.00	2012 04
AJ		09/30/2011	PR0930			PAYROLL SUMMARY		145,192.08	.00	2012 03
AJ		09/30/2011	PR0930			PAYROLL SUMMARY		225.55	.00	2012 03
AJ		09/30/2011	PR0930			PAYROLL SUMMARY		139.51	.00	2012 03
AJ		09/08/2011	PR0930			PAYROLL SUMMARY		1,384.81	.00	2012 03
AJ		09/06/2011	PR0930			PAYROLL SUMMARY		1,382.30	.00	2012 03
AJ		08/31/2011	PR0831			PAYROLL SUMMARY		2,123.00	.00	2012 02
AJ		08/31/2011	PR0831			PAYROLL SUMMARY		148,986.18	.00	2012 02
AJ		07/29/2011	PR0729			PAYROLL SUMMARY		146,573.26	.00	2012 01
AJ		06/30/2011	PR0630			PAYROLL SUMMARY		146,173.26	.00	2011 12
AJ		06/09/2011	PR0609			PAYROLL SUMMARY		11,398.35	.00	2011 12
AJ		06/07/2011	PR0607			PAYROLL SUMMARY		6,134.19	.00	2011 12
AJ		05/31/2011	PR0531			PAYROLL SUMMARY		148,508.18	.00	2011 11
AJ		05/31/2011				R.E. ADD PROJECT NUMBER		3,636.33	.00	2011 11
AJ		04/29/2011	PR0429			PAYROLL SUMMARY		233.69	.00	2011 10
AJ		04/29/2011	PR0429			PAYROLL SUMMARY		153,632.32	.00	2011 10
AJ		03/31/2011	PR0331			PAYROLL SUMMARY		151,513.82	.00	2011 09
AJ		03/11/2011	PR0311			PAYROLL SUMMARY		2,326.38	.00	2011 09

PROJECT:SHDETE-DETENTION OFFICERS TYPE: EX-EXPENSE TRACKING SUB-TYPE: - STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET	PROJECT-TO-DATE	YEAR-TO-DATE	ENCUMBERED	BALANCE
						DESCRIPTION	TRANS AMT	TRANS ENCUMBERED	FISC YR PERIOD	
AJ		02/28/2011	PR0228			PAYROLL SUMMARY	161,782.99	.00	2011	08
AJ		01/31/2011	PR0131			PAYROLL SUMMARY	158,995.72	.00	2011	07
AJ		12/23/2010	PR1223			PAYROLL SUMMARY	159,801.38	.00	2011	06
AJ		11/24/2010	PR1124			PAYROLL SUMMARY	153,623.93	.00	2011	05
AJ		10/29/2010	PR1029			PAYROLL SUMMARY	153,895.03	.00	2011	04
AJ		09/30/2010	PR0930			PAYROLL SUMMARY	155,188.14	.00	2011	03
AJ		08/31/2010	PR0831			PAYROLL SUMMARY	154,084.36	.00	2011	02
AJ		08/27/2010	PR0827			PAYROLL SUMMARY	6,071.05	.00	2011	02
AJ		07/30/2010	PR0730			PAYROLL SUMMARY	159,660.44	.00	2011	01
TRANSACTION TOTAL:							3,555,738.62	.00		

01-0515-423.11-09			ONE-TIME INCENTIVE			.00	68,294.44	33,294.44	.00	68,294.44-
AJ		11/23/2011	PR1123			PAYROLL SUMMARY	33,294.44	.00	2012	05
AJ		11/24/2010	PR1124			PAYROLL SUMMARY	35,000.00	.00	2011	05
TRANSACTION TOTAL:							68,294.44	.00		

01-0515-423.13-01			OVERTIME			.00	131,074.57	40,811.37	.00	131,074.57-
AJ		05/31/2012	PR0531			PAYROLL SUMMARY	3,941.88	.00	2012	11
AJ		04/30/2012	PR0430			PAYROLL SUMMARY	1,075.59	.00	2012	10
AJ		03/30/2012	PR0330			PAYROLL SUMMARY	2,086.53	.00	2012	09
AJ		02/29/2012	PR0229			PAYROLL SUMMARY	1,999.28	.00	2012	08
AJ		01/31/2012	PR0131			PAYROLL SUMMARY	4,199.80	.00	2012	07
AJ		12/30/2011	PR1230			PAYROLL SUMMARY	5,845.71	.00	2012	06
AJ		11/23/2011	PR1123			PAYROLL SUMMARY	3,857.08	.00	2012	05
AJ		10/31/2011	PR1031			PAYROLL SUMMARY	2,219.80	.00	2012	04
AJ		09/30/2011	PR0930			PAYROLL SUMMARY	6,416.02	.00	2012	03
AJ		08/31/2011	PR0831			PAYROLL SUMMARY	2,645.17	.00	2012	02
AJ		07/29/2011	PR0729			PAYROLL SUMMARY	6,524.51	.00	2012	01
AJ		06/30/2011	PR0630			PAYROLL SUMMARY	8,536.40	.00	2011	12

PROJECT:SHDETE-DETENTION OFFICERS TYPE: EX-EXPENSE TRACKING SUB-TYPE: - STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE	ENCUMBERED	BALANCE
							TRANS AMT	TRANS	ENCUMBERED	FISC YR PERIOD
AJ		06/09/2011	PR0609			PAYROLL SUMMARY	204.55		.00	2011 12
AJ		06/07/2011	PR0607			PAYROLL SUMMARY	75.53		.00	2011 12
AJ		05/31/2011	PR0531			PAYROLL SUMMARY	8,501.24		.00	2011 11
AJ		05/31/2011				R.E. ADD PROJECT NUMBER	7.87		.00	2011 11
AJ		04/29/2011	PR0429			PAYROLL SUMMARY	11,571.92		.00	2011 10
AJ		03/31/2011	PR0331			PAYROLL SUMMARY	10,890.89		.00	2011 09
AJ		02/28/2011	PR0228			PAYROLL SUMMARY	7,688.57		.00	2011 08
AJ		01/31/2011	PR0131			PAYROLL SUMMARY	10,139.58		.00	2011 07
AJ		12/23/2010	PR1223			PAYROLL SUMMARY	6,289.26		.00	2011 06
AJ		11/24/2010	PR1124			PAYROLL SUMMARY	4,327.88		.00	2011 05
AJ		10/29/2010	PR1029			PAYROLL SUMMARY	8,677.44		.00	2011 04
AJ		09/30/2010	PR0930			PAYROLL SUMMARY	5,733.94		.00	2011 03
AJ		08/31/2010	PR0831			PAYROLL SUMMARY	2,156.24		.00	2011 02
AJ		08/27/2010	PR0827			PAYROLL SUMMARY	911.41		.00	2011 02
AJ		07/30/2010	PR0730			PAYROLL SUMMARY	4,550.48		.00	2011 01
TRANSACTION TOTAL:							131,074.57		.00	

01-0515-423.21-01			HEALTH/DENTAL/LIFE			.00	838,333.74	359,580.25	.00	838,333.74-
AJ		05/31/2012	PR0531			PAYROLL SUMMARY	33,429.85		.00	2012 11
AJ		04/30/2012	PR0430			PAYROLL SUMMARY	33,429.85		.00	2012 10
AJ		03/30/2012	PR0330			PAYROLL SUMMARY	57.68		.00	2012 09
AJ		03/30/2012	PR0330			PAYROLL SUMMARY	33,372.17		.00	2012 09
AJ		02/29/2012	PR0229			PAYROLL SUMMARY	33,429.85		.00	2012 08
AJ		01/31/2012	PR0131			PAYROLL SUMMARY	33,429.85		.00	2012 07
AJ		12/30/2011	PR1230			PAYROLL SUMMARY	32,917.93		.00	2012 06
AJ		11/23/2011	PR1123			PAYROLL SUMMARY	32,917.93		.00	2012 05
AJ		10/31/2011	PR1031			PAYROLL SUMMARY	31,500.16		.00	2012 04

PROJECT:SHDETE-DETENTION OFFICERS

TYPE: EX-EXPENSE TRACKING

SUB-TYPE: -

STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE TRANS AMT	ENCUMBERED TRANS ENCUMBERED	BALANCE FISC YR PERIOD
AJ		09/30/2011	PR0930			PAYROLL SUMMARY		31,500.16	.00	2012 03
AJ		09/30/2011	PR0930			PAYROLL SUMMARY		555.49-	.00	2012 03
AJ		09/30/2011	PR0930			PAYROLL SUMMARY		555.49	.00	2012 03
AJ		09/08/2011	PR0930			PAYROLL SUMMARY		554.87	.00	2012 03
AJ		08/31/2011	PR0831			PAYROLL SUMMARY		458.16	.00	2012 02
AJ		08/31/2011	PR0831			PAYROLL SUMMARY		31,596.25	.00	2012 02
AJ		07/29/2011	PR0729			PAYROLL SUMMARY		30,985.54	.00	2012 01
AJ		06/30/2011	PR0630			PAYROLL SUMMARY		52.20	.00	2011 12
AJ		06/30/2011	PR0630			PAYROLL SUMMARY		35,830.02	.00	2011 12
AJ		06/09/2011	PR0609			PAYROLL SUMMARY		2,325.80	.00	2011 12
AJ		06/07/2011	PR0607			PAYROLL SUMMARY		1,670.23	.00	2011 12
AJ		05/31/2011	PR0531			PAYROLL SUMMARY		94.59	.00	2011 11
AJ		05/31/2011	PR0531			PAYROLL SUMMARY		38,113.43	.00	2011 11
AJ		04/29/2011	PR0429			PAYROLL SUMMARY		653.73	.00	2011 10
AJ		04/29/2011	PR0429			PAYROLL SUMMARY		69.51	.00	2011 10
AJ		04/29/2011	PR0429			PAYROLL SUMMARY		37,484.78	.00	2011 10
AJ		03/31/2011	PR0331			PAYROLL SUMMARY		37,946.34	.00	2011 09
AJ		03/11/2011	PR0311			PAYROLL SUMMARY		655.57	.00	2011 09
AJ		02/28/2011	PR0228			PAYROLL SUMMARY		453.57	.00	2011 08
AJ		02/28/2011	PR0228			PAYROLL SUMMARY		40,860.23	.00	2011 08
AJ		01/31/2011	PR0131			PAYROLL SUMMARY		412.45	.00	2011 07
AJ		01/31/2011	PR0131			PAYROLL SUMMARY		36,780.91	.00	2011 07
AJ		12/23/2010	PR1223			PAYROLL SUMMARY		325.76	.00	2011 06
AJ		12/23/2010	PR1223			PAYROLL SUMMARY		40,724.50	.00	2011 06
AJ		11/24/2010	PR1124			PAYROLL SUMMARY		40,394.69	.00	2011 05

PROJECT:SHDETE-DETENTION OFFICERS

TYPE: EX-EXPENSE TRACKING

SUB-TYPE: -

STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE	ENCUMBERED	BALANCE
							TRANS AMT	TRANS ENCUMBERED	FISC YR	PERIOD
AJ		10/29/2010	PR1029			PAYROLL SUMMARY	40,394.69	.00	2011	04
AJ		09/30/2010	PR0930			PAYROLL SUMMARY	40,394.69	.00	2011	03
AJ		08/31/2010	PR0831			PAYROLL SUMMARY	40,394.69	.00	2011	02
AJ		08/27/2010	PR0827			PAYROLL SUMMARY	656.19	.00	2011	02
AJ		07/30/2010	PR0730			PAYROLL SUMMARY	42,064.92	.00	2011	01
TRANSACTION TOTAL:							838,333.74	.00		
01-0515-423.21-02 LONG TERM DISABILI						.00	23,802.64	11,191.86	.00	23,802.64-
AJ		05/31/2012	PR0531			PAYROLL SUMMARY	1,034.58	.00	2012	11
AJ		04/30/2012	PR0430			PAYROLL SUMMARY	1,032.89	.00	2012	10
AJ		03/30/2012	PR0330			PAYROLL SUMMARY	1,028.15	.00	2012	09
AJ		02/29/2012	PR0229			PAYROLL SUMMARY	1,027.42	.00	2012	08
AJ		01/31/2012	PR0131			PAYROLL SUMMARY	1,026.38	.00	2012	07
AJ		12/30/2011	PR1230			PAYROLL SUMMARY	1,025.44	.00	2012	06
AJ		11/23/2011	PR1123			PAYROLL SUMMARY	1,025.44	.00	2012	05
AJ		10/31/2011	PR1031			PAYROLL SUMMARY	1,019.06	.00	2012	04
AJ		09/30/2011	PR0930			PAYROLL SUMMARY	1,001.25	.00	2012	03
AJ		09/30/2011	PR0930			PAYROLL SUMMARY	24.36-	.00	2012	03
AJ		09/30/2011	PR0930			PAYROLL SUMMARY	24.36	.00	2012	03
AJ		09/06/2011	PR0930			PAYROLL SUMMARY	26.35-	.00	2012	03
AJ		08/31/2011	PR0831			PAYROLL SUMMARY	14.22	.00	2012	02
AJ		08/31/2011	PR0831			PAYROLL SUMMARY	999.99	.00	2012	02
AJ		07/29/2011	PR0729			PAYROLL SUMMARY	983.39	.00	2012	01
AJ		06/30/2011	PR0630			PAYROLL SUMMARY	1,013.31	.00	2011	12
AJ		05/31/2011	PR0531			PAYROLL SUMMARY	1,027.94	.00	2011	11
AJ		05/31/2011				R.E. ADD PROJECT NUMBER	24.36	.00	2011	11
AJ		04/29/2011	PR0429			PAYROLL SUMMARY	1.57	.00	2011	10

PROJECT:SHDETE-DETENTION OFFICERS

TYPE: EX-EXPENSE TRACKING

SUB-TYPE: -

STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE	ENCUMBERED	BALANCE
							TRANS AMT	TRANS ENCUMBERED	FISC YR	PERIOD
AJ		04/29/2011	PR0429			PAYROLL SUMMARY	1,058.66	.00	2011	10
AJ		03/31/2011	PR0331			PAYROLL SUMMARY	1,031.64	.00	2011	09
AJ		02/28/2011	PR0228			PAYROLL SUMMARY	1,081.96	.00	2011	08
AJ		01/31/2011	PR0131			PAYROLL SUMMARY	1,070.68	.00	2011	07
AJ		12/23/2010	PR1223			PAYROLL SUMMARY	1,070.68	.00	2011	06
AJ		11/24/2010	PR1124			PAYROLL SUMMARY	1,046.32	.00	2011	05
AJ		10/29/2010	PR1029			PAYROLL SUMMARY	1,042.28	.00	2011	04
AJ		09/30/2010	PR0930			PAYROLL SUMMARY	1,039.76	.00	2011	03
AJ		08/31/2010	PR0831			PAYROLL SUMMARY	1,037.24	.00	2011	02
AJ		07/30/2010	PR0730			PAYROLL SUMMARY	1,064.38	.00	2011	01
TRANSACTION TOTAL:							23,802.64	.00		

01-0515-423.22-01	FICA					.00	286,559.39	132,336.98	.00	286,559.39-
AJ		05/31/2012	PR0531			PAYROLL SUMMARY	12,010.05	.00	2012	11
AJ		04/30/2012	PR0430			PAYROLL SUMMARY	11,726.96	.00	2012	10
AJ		03/30/2012	PR0330			PAYROLL SUMMARY	11,803.08	.00	2012	09
AJ		02/29/2012	PR0229			PAYROLL SUMMARY	11,671.42	.00	2012	08
AJ		01/31/2012	PR0131			PAYROLL SUMMARY	11,872.43	.00	2012	07
AJ		12/30/2011	PR1230			PAYROLL SUMMARY	12,064.57	.00	2012	06
AJ		11/23/2011	PR1123			PAYROLL SUMMARY	14,412.50	.00	2012	05
AJ		10/31/2011	PR1031			PAYROLL SUMMARY	11,698.15	.00	2012	04
AJ		09/30/2011	PR0930			PAYROLL SUMMARY	11,517.88	.00	2012	03
AJ		09/30/2011	PR0930			PAYROLL SUMMARY	17.25	.00	2012	03
AJ		09/30/2011	PR0930			PAYROLL SUMMARY	10.67	.00	2012	03
AJ		09/08/2011	PR0930			PAYROLL SUMMARY	105.94	.00	2012	03
AJ		09/06/2011	PR0930			PAYROLL SUMMARY	105.74	.00	2012	03
AJ		08/31/2011	PR0831			PAYROLL SUMMARY	162.40	.00	2012	02

PROJECT:SHDETE-DETENTION OFFICERS

TYPE: EX-EXPENSE TRACKING

SUB-TYPE: -

STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE	ENCUMBERED	BALANCE
							TRANS AMT	TRANS	ENCUMBERED	FISC YR PERIOD
AJ		08/31/2011	PR0831			PAYROLL SUMMARY	11,519.68		.00	2012 02
AJ		07/29/2011	PR0729			PAYROLL SUMMARY	11,638.26		.00	2012 01
AJ		06/30/2011	PR0630			PAYROLL SUMMARY	11,754.57		.00	2011 12
AJ		06/09/2011	PR0609			PAYROLL SUMMARY	887.63		.00	2011 12
AJ		06/07/2011	PR0607			PAYROLL SUMMARY	475.04		.00	2011 12
AJ		05/31/2011	PR0531			PAYROLL SUMMARY	11,930.60		.00	2011 11
AJ		05/31/2011				R.E. ADD PROJECT NUMBER	278.78		.00	2011 11
AJ		04/29/2011	PR0429			PAYROLL SUMMARY	17.55		.00	2011 10
AJ		04/29/2011	PR0429			PAYROLL SUMMARY	12,558.75		.00	2011 10
AJ		03/31/2011	PR0331			PAYROLL SUMMARY	12,344.76		.00	2011 09
AJ		03/11/2011	PR0311			PAYROLL SUMMARY	177.97		.00	2011 09
AJ		02/28/2011	PR0228			PAYROLL SUMMARY	12,883.55		.00	2011 08
AJ		01/31/2011	PR0131			PAYROLL SUMMARY	12,858.17		.00	2011 07
AJ		12/23/2010	PR1223			PAYROLL SUMMARY	12,620.33		.00	2011 06
AJ		11/24/2010	PR1124			PAYROLL SUMMARY	14,738.40		.00	2011 05
AJ		10/29/2010	PR1029			PAYROLL SUMMARY	12,555.01		.00	2011 04
AJ		09/30/2010	PR0930			PAYROLL SUMMARY	12,290.14		.00	2011 03
AJ		08/31/2010	PR0831			PAYROLL SUMMARY	12,491.89		.00	2011 02
AJ		08/27/2010	PR0827			PAYROLL SUMMARY	534.16		.00	2011 02
AJ		07/30/2010	PR0730			PAYROLL SUMMARY	12,825.11		.00	2011 01
TRANSACTION TOTAL:							286,559.39		.00	

01-0515-423.23-02			RETIREMENT-SHERIFF			.00	635,043.06	293,800.88	.00	635,043.06-
AJ		05/31/2012	PR0531			PAYROLL SUMMARY	27,237.26		.00	2012 11
AJ		04/30/2012	PR0430			PAYROLL SUMMARY	26,600.88		.00	2012 10
AJ		03/30/2012	PR0330			PAYROLL SUMMARY	26,771.50		.00	2012 09
AJ		02/29/2012	PR0229			PAYROLL SUMMARY	26,475.92		.00	2012 08

PROJECT:SHDETE-DETENTION OFFICERS

TYPE: EX-EXPENSE TRACKING

SUB-TYPE: -

STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE TRANS AMT	YEAR-TO-DATE TRANS AMT	ENCUMBERED TRANS ENCUMBERED	BALANCE FISC YR PERIOD
AJ		01/31/2012	PR0131			PAYROLL SUMMARY		26,927.90	.00	2012 07
AJ		12/30/2011	PR1230			PAYROLL SUMMARY		27,329.96	.00	2012 06
AJ		11/23/2011	PR1123			PAYROLL SUMMARY		26,882.28	.00	2012 05
AJ		10/31/2011	PR1031			PAYROLL SUMMARY		26,481.96	.00	2012 04
AJ		09/30/2011	PR0930			PAYROLL SUMMARY		26,076.62	.00	2012 03
AJ		09/30/2011	PR0930			PAYROLL SUMMARY		38.80	.00	2012 03
AJ		09/30/2011	PR0930			PAYROLL SUMMARY		24.00	.00	2012 03
AJ		09/08/2011	PR0930			PAYROLL SUMMARY		173.20	.00	2012 03
AJ		09/06/2011	PR0930			PAYROLL SUMMARY		1.96	.00	2012 03
AJ		08/31/2011	PR0831			PAYROLL SUMMARY		365.14	.00	2012 02
AJ		08/31/2011	PR0831			PAYROLL SUMMARY		26,080.68	.00	2012 02
AJ		07/29/2011	PR0729			PAYROLL SUMMARY		26,332.82	.00	2012 01
AJ		06/30/2011	PR0630			PAYROLL SUMMARY		26,610.08	.00	2011 12
AJ		06/09/2011	PR0609			PAYROLL SUMMARY		1,330.00	.00	2011 12
AJ		06/07/2011	PR0607			PAYROLL SUMMARY		267.04	.00	2011 12
AJ		05/31/2011	PR0531			PAYROLL SUMMARY		27,005.72	.00	2011 11
AJ		05/31/2011				R.E. ADD PROJECT NUMBER		626.80	.00	2011 11
AJ		04/29/2011	PR0429			PAYROLL SUMMARY		40.22	.00	2011 10
AJ		04/29/2011	PR0429			PAYROLL SUMMARY		28,415.02	.00	2011 10
AJ		03/31/2011	PR0331			PAYROLL SUMMARY		27,933.66	.00	2011 09
AJ		03/11/2011	PR0311			PAYROLL SUMMARY		400.14	.00	2011 09
AJ		02/28/2011	PR0228			PAYROLL SUMMARY		29,149.12	.00	2011 08
AJ		01/31/2011	PR0131			PAYROLL SUMMARY		29,091.16	.00	2011 07
AJ		12/23/2010	PR1223			PAYROLL SUMMARY		28,567.60	.00	2011 06
AJ		11/24/2010	PR1124			PAYROLL SUMMARY		27,310.80	.00	2011 05
AJ		10/29/2010	PR1029			PAYROLL SUMMARY		28,421.82	.00	2011 04

PROJECT:SHDETE-DETENTION OFFICERS TYPE: EX-EXPENSE TRACKING SUB-TYPE: - STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE	ENCUMBERED	BALANCE	
							TRANS AMT	TRANS	ENCUMBERED	FISC YR PERIOD	
AJ		09/30/2010	PR0930			PAYROLL SUMMARY	27,826.26		.00	2011 03	
AJ		08/31/2010	PR0831			PAYROLL SUMMARY	28,279.94		.00	2011 02	
AJ		08/27/2010	PR0827			PAYROLL SUMMARY	909.42		.00	2011 02	
AJ		07/30/2010	PR0730			PAYROLL SUMMARY	29,057.38		.00	2011 01	
TRANSACTION TOTAL:							635,043.06		.00		

01-0515-423.26-01		STATE - WORKER COM					.00	74,772.42	33,041.09	.00	74,772.42-
AJ		05/31/2012	PR0531			PAYROLL SUMMARY	2,998.61		.00	2012 11	
AJ		04/30/2012	PR0430			PAYROLL SUMMARY	2,927.94		.00	2012 10	
AJ		03/30/2012	PR0330			PAYROLL SUMMARY	2,946.92		.00	2012 09	
AJ		02/29/2012	PR0229			PAYROLL SUMMARY	2,914.05		.00	2012 08	
AJ		01/31/2012	PR0131			PAYROLL SUMMARY	2,964.26		.00	2012 07	
AJ		12/30/2011	PR1230			PAYROLL SUMMARY	3,012.22		.00	2012 06	
AJ		11/23/2011	PR1123			PAYROLL SUMMARY	3,598.44		.00	2012 05	
AJ		10/31/2011	PR1031			PAYROLL SUMMARY	2,920.71		.00	2012 04	
AJ		09/30/2011	PR0930			PAYROLL SUMMARY	2,875.69		.00	2012 03	
AJ		09/30/2011	PR0930			PAYROLL SUMMARY	4.31		.00	2012 03	
AJ		09/30/2011	PR0930			PAYROLL SUMMARY	2.66		.00	2012 03	
AJ		09/08/2011	PR0930			PAYROLL SUMMARY	26.45		.00	2012 03	
AJ		09/06/2011	PR0930			PAYROLL SUMMARY	26.40		.00	2012 03	
AJ		08/31/2011	PR0831			PAYROLL SUMMARY	40.55		.00	2012 02	
AJ		08/31/2011	PR0831			PAYROLL SUMMARY	2,876.13		.00	2012 02	
AJ		07/29/2011	PR0729			PAYROLL SUMMARY	2,905.75		.00	2012 01	
AJ		06/30/2011	PR0630			PAYROLL SUMMARY	3,180.67		.00	2011 12	
AJ		06/09/2011	PR0609			PAYROLL SUMMARY	240.18		.00	2011 12	
AJ		06/07/2011	PR0607			PAYROLL SUMMARY	128.54		.00	2011 12	
AJ		05/31/2011	PR0531			PAYROLL SUMMARY	3,228.33		.00	2011 11	

May 31, 2012

Sweetwater County
80 West Flaming Gorge Way
Green River, Wyoming 82935

Attention: Mr. Wally Johnson, Chairman

This letter is to explain our understanding of the arrangements for the services we are to perform for Sweetwater County, Wyoming (the "County") for the year ending June 30, 2012. We ask that you either confirm or amend this understanding.

Audit Services

We will perform an audit of the County's governmental activities, business-type activities, aggregate discretely presented component units, each major fund, and aggregate remaining fund information as of and for the year ending June 30, 2012, which collectively comprise the basic financial statements. We understand that the financial statements will be prepared in accordance with accounting principles generally accepted in the United States of America. The objective of an audit of financial statements is to express an opinion on those statements.

We are responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management with the oversight of the County Commissioners are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America.

We will also perform the audit of the County as of June 30, 2012 so as to satisfy the audit requirements imposed by the Single Audit Act and the U.S. Office of Management and Budget (OMB) Circular No. A-133.

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States; and the provisions of the Single Audit Act, OMB Circular A-133 and OMB's Compliance Supplement. Those standards, circular or supplement require that we plan and perform the audit to obtain reasonable rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Accordingly, a material misstatement may remain undetected. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, *Government Auditing Standards* does not expect us to provide reasonable assurance of detecting abuse.

An audit of financial statements also includes obtaining an understanding of the County and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to management and the County Commissioners any significant deficiencies or material weaknesses that become known to us during the course of the audit.

314 West 18th Street
P.O. Box 1088 (Zip 82003-1088)
Cheyenne, Wyoming 82001-4404
(307) 634-2151
Fax: (307) 634-4939

An Independently Owned Member
McGLADREY ALLIANCE

 McGladrey

The McGladrey Alliance is a premier affiliation of independent accounting and consulting firms.

The McGladrey Alliance member firms maintain their name, autonomy and independence and are responsible for their own client fee arrangements, delivery of services and maintenance of client relationships.

We will also communicate to the County Commissioners (a) any fraud involving senior management and fraud (whether caused by the senior management or other employees) that causes a material misstatement of the financial statements, (b) any illegal acts, violations of provisions of contracts or grant agreements, and abuse that come to our attention (unless they are clearly inconsequential), (c) should any arise, any disagreements with management and other serious difficulties encountered in performing the audit, and (d) various matters related to the County's accounting policies and financial statements.

In addition to our report on the County's financial statements, we will also issue the following reports or types of reports:

- A report on the fairness of the presentation of the County's schedule of expenditures of Federal awards for the year ending June 30, 2012.
- Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
- Report on compliance with laws, regulations, and the provision of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a direct and material effect on each major program.
- A schedule of findings and responses, and questioned costs.

The funds that you have told us are maintained by the County and that are to be included as part of our audit are listed as follows:

<u>Governmental Funds</u>	<u>Proprietary Funds</u>	<u>Governmental Component Units</u>	<u>Fiduciary Fund</u>
General Fund	Enterprise-Hospital General	Sweetwater County Fair Board	Property Tax Fund
Jail Tax Fund	Fund (Memorial Hospital	Southwest Counseling Services	
State/County Road Fund	of Sweetwater County)	Sweetwater County Library System	
Enhanced 911 Fund	Internal Service-Insurance Fund	Sweetwater County Museum	
	Jail Enterprise Fund	Sweetwater County Recreation Board	
		Sweetwater County Board of Health	

The component units whose financial statements you have told us are to be included as part of the County's basic financial statements include the Memorial Hospital of Sweetwater County, which is being audited by other auditors, and those other entities identified above as governmental component units, which will be audited by us.

The Federal financial assistance programs that you have told us the County participates in and that are to be included as part of the single audit are listed in attachment A (preliminary Schedule of Expenditures of Federal Awards).

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circular identified above. Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and Federal statutes and regulations and assumed by contracts; and any state or Federal grant, entitlement of loan program questioned costs of which we become aware, consistent with requirements of the standards and circular identified above.

Sweetwater County, Wyoming's Responsibilities

Management, (defined as all elected officials, their deputies and assistants, appointed boards, their directors and financial personnel and other professionals as designated by the County Commission) is responsible for the financial statements, including the selection and application of accounting policies, adjusting the financial statements to correct material misstatements, and for making all financial records and related information available to us. Management is responsible for providing us with a written management representation letter confirming certain representations made during the course of our audit of the financial statements and affirming to us that it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and to the opinion units of the financial statements.

Management is responsible for establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge.

Management is responsible for identifying and ensuring that the County complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the County involving management, employees who have significant roles in internal control and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the County received in communications from employees, former employees, analysts, regulators, or others.

Management is also responsible for (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and (c) report distribution including submitting the reporting package.

The County Commissioners and other Elected Officials are responsible for informing us of their views about the risks of fraud within the County, and their knowledge of any fraud or suspected fraud affecting the County.

The County agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the County agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering. We may conclude that we are not otherwise associated with the proposed offering and that our association with the proposed offering is not necessary, providing the County agrees to clearly indicate that we are not associated with the contents of the official statement. The County agrees that the following disclosure will be prominently displayed in the official statement.

McGee, Hearne & Paiz, LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. McGee, Hearne & Paiz, LLP also has not performed any procedures relating to this official statement.

Our association with an official statement is a matter for which separate arrangements will be necessary. The County agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the County seeks such consent, we will be under no obligation to grant such consent or approval.

Because McGee, Hearne & Paiz, LLP will rely on the County and its management as previously defined discharge the forgoing responsibilities, the County holds harmless and releases McGee, Hearne & Paiz, LLP, its partners, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the County's management which has caused, in any respect, McGee, Hearne & Paiz, LLP's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Sweetwater County's Records and Assistance

If circumstances arise relating to the condition of your records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets which in our professional judgment prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from the engagement.

During the course of our engagement, we may accumulate records containing data which should be reflected in the County's books and records. The County will determine that all such data, if necessary, will be so reflected. Accordingly, the County will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by County personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with you, the County Clerk, the Accounting Manager, the County Treasurer, the County Purchasing Manager, and the appropriate component unit personnel. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

If, in connection with our audit, you request us to perform accounting services necessary for the preparation of the financial statements, (such as maintaining depreciation schedules, computing the provision for income taxes, drafting the financial statements, etc.) you agree to designate an appropriate individual to oversee the services, make all management decisions involved in those services, evaluate the adequacy and results of the services, and accept responsibility for the results of the services.

Fees, Costs, and Access to Audit Documentation

Our fees for the audit and accounting services are based upon the time required by the individuals assigned to the engagement, plus direct expenses. Our total fees relative to the scope of services described above for the fiscal year ending June 30, 2012 is \$77,500. These expenses include all travel, lodging and other expenses. If actual fees are less than our quoted fee, you will be charged the lesser amount. Should the scope of any of our audit services change we will meet with you to discuss and agree upon an adjustment in our fees to reflect the change.

In estimating our fees, we anticipate receiving the assistance from the appropriate personnel that will allow us to complete our work efficiently. We will meet with you to discuss the assistance to be provided and the timing of when the assistance is to be provided. We anticipate that the appropriate personnel will draft the financial statements, provide supporting documentation and applicable reconciliations. We will make every effort to minimize time requirements by maximizing the effective use of our personnel and utilizing your personnel whenever possible in order to render the highest quality service at the lowest possible cost.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client. Accordingly, the County agrees it will compensate McGee, Hearne & Paiz, LLP for any additional costs incurred as a result of the County's employment of a partner or professional employee of McGee, Hearne & Paiz, LLP that is employed within one year of leaving McGee, Hearne and Paiz, LLP.

In the event we are requested or authorized by the County, or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the County, the County will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of McGee, Hearne & Paiz, LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit working papers upon their request; and that we shall maintain the documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of McGee, Hearne & Paiz, LLP audit personnel and at a location designated by our Firm.

We will assist the County in drafting the financial statements. The two overarching principles of the independence standards of the *Government Auditing Standards* issued by the Comptroller General of the United States provide that management is responsible for the substantive outcomes of the works and, therefore, has a responsibility and is able to make any informed judgment on the results of the services described above. Accordingly, the County Commissioners agree to the following:

- The County Clerk and Accounting Manager will be accountable and responsible for overseeing the drafting of the financial statements.
- The County Commissioners, through the County Clerk, Accounting Manager and other qualified professionals, will establish and monitor the performance of the drafting of financial statements to ensure that they meet the objectives regarding auditor independence.
- The County Commissioners, County Clerk and Accounting Manager will make any decisions that involve functions related to the drafting of the financial statements and accepts full responsibility for such decisions.
- The County Commissioners, County Clerk and Accounting Manager will evaluate the adequacy of services performed and any findings that result.

Claim Resolution

The County and McGee, Hearne & Paiz, LLP agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by McGee, Hearne & Paiz, LLP or the date of this arrangement letter if no report has been issued. The County waives any claim for punitive damages. McGee, Hearne & Paiz, LLP's liability for all claims, damages and costs of the County arising from this engagement is limited to the amount of fees paid by the County to McGee, Hearne & Paiz, LLP for the services rendered under this arrangement letter.

This letter constitutes the complete and exclusive statement of agreement between McGee, Hearne & Paiz, LLP and Sweetwater County, Wyoming, superseding all proposals oral or written and all other communication, with respect to the terms of the engagement between the parties.

In accordance with *Government Auditing Standards*, a copy of our most recent peer review report is enclosed for your information.

If this letter defines the arrangements as the County understands them, please sign and date the enclosed copy, and return it to us. We appreciate your business.

McGEE, HEARNE & PAIZ, LLP



Robert W. Dahill, Partner

Confirmed on behalf of the:

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

Wally Johnson, Chairman

Date



Attachment A
SWEETWATER COUNTY, WYOMING
PRELIMINARY SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the year ended June 30, 2012

Federal Grantor/ Pass-Through Grantor	Federal CFDA Number	Pass-Through Grantor's Number	Federal Award Amount	Federal Expenditures
U.S. Department of the Interior				
Payments in Lieu of Taxes	15.226		2,924,621	2,924,621
U.S. Department of Health and Human Services				
Passed through Wyoming Department of Health:				
Block Grants for Prevention and Treatment of Substance Abuse	93.959	Outpatient	65,701	65,701
Block Grants for Prevention and Treatment of Substance Abuse	93.959	Core Prevention Services	48,634	24,317
Block Grants for Prevention and Treatment of Substance Abuse	93.959	Residential	224,061	224,061
Block Grants for Prevention and Treatment of Substance Abuse	93.959	Recovery Month	2,800	2,800
Centers for Disease Control and Prevention - Investigations and Technical Assistar	93.283	Tobacco Free Communities	75,000	22,750
Public Health Emergency Preparedness	93.069	PHEP	81,898	81,898
Public Health Emergency Preparedness	93.069	County Health Officer	12,000	12,000
Temporary Assistance for Needy Families	93.558		120,544	120,544
Block Grants for Community Mental Health Services	93.958	Evidence Based - Acceptance	20,000	20,000
Block Grants for Community Mental Health Services	93.958	Evidence Based - Coping	20,000	20,000
Passed through Wyoming Department of Family Services:				
Child Support Enforcement	93.563		17,427	17,427
Temporary Assistance for Needy Families	93.558	FY 2012	50,000	43,258
Community-Based Child Abuse Prevention Grants	93.590		5,186	5,186
Passed through Sweetwater County Tripartite Board				
Community Services Block Grant	93.569	FY 2012	142,905	79,162
Community Services Block Grant	93.569	FY 2011 Set-Aside	12,500	11,985
Community Services Block Grant	93.569	FY 2011	159,367	51,838
U.S. Department of Transportation				
Passed through the Wyoming Office of Homeland Security				
Interagency Hazardous Materials Public Sector Training and Planning Grants	20.703	11-DOT-SWE-HM-HMP11	2,396	907
Passed through the Wyoming Department of Transportation				
Highway Planning and Construction	20.205	CMAQ 2010	325,883	157,214
Highway Planning and Construction	20.205	CMAQ 2011	272,300	485
Alcohol Open Container Requirements	20.607	FY2011-154AL09	18,363	6,157
Alcohol Open Container Requirements	20.607	FY2012-154AL08	16,968	1,580
State and Community Highway Safety	20.600	Non-DUI	6,000	-
Alcohol Impaired Driving Countermeasures Incentive Grants	20.601	DUI	15,200	6,138
U.S. Department of Justice				
Passed through the Department of Family Services				
Juvenile Accountability Block Grants	16.523	JB-09-005	22,891	18,290
Juvenile Accountability Block Grants	16.523	JB-10-005	22,073	3
Passed through Volunteers of America				
Juvenile Justice and Delinquency Prevention - Allocation to States	16.540	2009-JF-FX-K126	37,469	4,543
Passed through Wyoming Division of Criminal Investigation				
Recovery Act - Edward Byrne Memorial Justice Assistance Grant (JAG)	16.803	2009-SU-B9-K056	254,315	45,560
U.S. Department of Homeland Security				
Passed through the Wyoming Office of Homeland Security:				
Public Safety Interoperable Communications Grant Program	11.555	07-NTI-SWE-PS-PCS7	234,768	234,768
Homeland Security Grant Program	97.067	10-GPD-SWE-CC-HCC10	4,671	-
Homeland Security Grant Program	97.067	10-GPD-SWE-LS-HLE10	36,477	31,568
Homeland Security Grant Program	97.067	10-GPD-SWE-SC-HSG10	167,548	34,792
Homeland Security Grant Program	97.067	09-GPD-SWE-SC-HSG9	165,868	2,928

Attachment A
 SWEETWATER COUNTY, WYOMING
 PRELIMINARY SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 For the year ended June 30, 2012

Federal Grantor/ Pass-Through Grantor	Federal CFDA Number	Pass-Through Grantor's Number	Federal Award Amount	Federal Expenditures
Homeland Security Grant Program	97.067	09-GPD-SWE-CC-HCC9	5,447	1,299
Interoperable Emergency Communications	97.055	10-GPD-SWE-IE-CGP10	11,493	-
U.S. Department of Agriculture				
Passed through Wyoming State Department of Health Schools and Roads - Grants to Counties	10.666		46,999	46,999
U.S. Department of Energy				
Passed through Wyoming Business Council, State Energy Office State Energy Program	81.041		750,000	183,745
Executive Office of the President				
Passed through Wyoming Division of Criminal Investigation High Intensity Drug Trafficking Areas Program	95.001		80,633	80,633
Total Federal Funds				<u>4,585,156</u>



CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

SYSTEM REVIEW REPORT

October 7, 2010

To the Partners of
McGee, Hearne & Paiz, LLP
and the Peer Review Committee of the Nevada Society
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of McGee, Hearne & Paiz, LLP (the firm) in effect for the year ended June 30, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of McGee, Hearne & Paiz, LLP in effect for the year ended June 30, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. McGee, Hearne & Paiz, LLP has received a peer review rating of pass.

A handwritten signature in cursive script that reads "Brady Martz". The signature is written in black ink and is positioned above the printed name of the firm.

Brady Martz & Associates P.C.

May 31, 2012

COPIES _____):

*All- addressed
seperately*

Sweetwater County
80 West Flaming Gorge Way
Green River, Wyoming 82935

Attention: Mr. Wally Johnson, Chairman

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of the Sweetwater County's (the "County") financial statements and compliance as of and for the year ending June 30, 2012.

Communication

Effective two-way communication between our Firm and the County Commissioners is important to understanding matters related to the audit and in developing a constructive working relationship.

Your insights may assist us in understanding the County and its environment, in identifying appropriate sources of audit evidence, and in providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate with us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing and extent of audit procedures, your suspicion or detection of fraud or abuse, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, illegal acts, instances of noncompliance, or abuse that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

Independence

Our independence policies and procedures are designed to provide reasonable assurance that our Firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and nonaudit services that may be thought to bear on independence. For example, without our permission, no partner or professional employee of McGee, Hearne & Paiz, LLP is permitted to own any direct financial interest or a material indirect financial interest in a client or any affiliates of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with Firm policy. In addition, our policies restrict certain nonaudit services that may be provided by McGee, Hearne & Paiz, LLP and require audit clients to accept certain responsibilities in connection with the provision of permitted nonattest services.

314 West 18th Street
P.O. Box 1088 (Zip 82003-1088)
Cheyenne, Wyoming 82001-4404
(307) 634-2151
Fax: (307) 634-4939

An Independently Owned Member

McGLADREY ALLIANCE



The McGladrey Alliance is a premier affiliation of independent accounting and consulting firms.

The McGladrey Alliance member firms maintain their name, autonomy and independence and are responsible for their own client fee arrangements, delivery of services and maintenance of client relationships.

The Audit Planning Process

Our audit approach places a strong emphasis on obtaining an understanding of how your entity functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your operations. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of business objectives, strategies, risks and performance.

We will obtain an understanding of internal control over financial reporting and compliance with laws, regulations, and provisions of contracts and grant agreements to assess the impact of internal control on determining the nature, timing and extent of audit procedures, and we will establish an overall materiality limit for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error or to instances of noncompliance.

We will use this knowledge and understanding, together with other factors, to first assess the risk that errors or fraud may cause a material misstatement at the financial statement level. The assessment of the risks of material misstatement at the financial statement level provides us with parameters within which to design the audit procedures for specific account balances and classes of transactions. Our risk assessment process at the account-balance or class-of-transactions level consists of:

- An assessment of inherent risk (the susceptibility of an assertion relating to an account balance or class of transactions to a material misstatement, assuming there are no related controls); and
- An evaluation of the design effectiveness of internal control over financial reporting and our assessment of control risk (the risk that a material misstatement could occur in an assertion and not be prevented or detected on a timely basis by the County's internal control).

Similar assessments will also be made relative to compliance with laws, regulations, and provisions of contracts and grant agreements.

We will then determine the nature, timing and extent of tests of controls and substantive procedures necessary given the risks identified and the controls as we understand them.

The Concept of Materiality in Planning and Executing the Audit

In planning the audit, the materiality limit is viewed as the maximum aggregate amount of misstatements, which if detected and not corrected, would cause us to modify our opinion on the financial statements. The materiality limit is an allowance not only for misstatements that will be detected and not corrected but also for misstatements that may not be detected by the audit. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. At the end of the audit, we will inform you of all individual unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results.

Our Approach to Internal Control and Compliance Relevant to the Audit

Our audit of the financial statements will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Our review and understanding of the County's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

We will issue reports on internal control related to the financial statements and major programs. These reports describe the scope of testing of internal control and the results of our tests of internal controls. Our reports on internal control will include any significant deficiencies and material weaknesses in the system, of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with the requirements of the *Government Auditing Standards* issued by the Comptroller General of the United States, the Single Audit Act, and the U.S. Office of Management and Budget (OMB) Circular No. A-133.

We will issue reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a direct and material effect on each major program. Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and Federal statutes and regulations and assumed contracts; and any state or Federal grant, entitlement or loan program questioned costs of which we become aware, consistent with the requirements of the standards and circular identified above.

Timing of the Audit

We have scheduled preliminary audit field work for the weeks of August 20, 2012 and August 27, 2012 with final field work commencing the weeks of November 5, 2012 and November 12, 2012. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to timely completion of the audit.

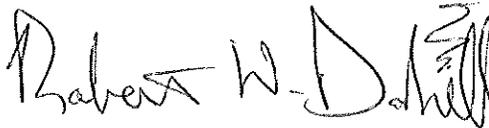
Closing

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to be of service to the County.

This communication is intended solely for the information and use of the County Commissioners and is not intended to be and should not be used by anyone other than the specified parties.

Sincerely,

McGEE, HEARNE & PAIZ, LLP

A handwritten signature in black ink that reads "Robert W. Dahill". The signature is written in a cursive style with a large, stylized "R" and "D".

Robert W. Dahill, Partner



CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

SYSTEM REVIEW REPORT

October 7, 2010

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McGee, Hearne & Paiz, LLP
and the Peer Review Committee of the Nevada Society
of Certified Public Accountants

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As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

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A handwritten signature in blue ink that reads "Brady Martz".

Brady Martz & Associates P.C.

Sweetwater County Board Appointments
COMPLETE LISTING-

Memorial Hospital

5 Year Term

1 Vacancy- Expiring Term

Current Member(s) Eligible for Reappointment
 Artis Kalivas

Yes	No

New Applicant(s)

Dave Ruggera
 Billy Shalata

Yes	No

Library

3 Year Term

2 Vacancies

1 due to term expiring

1 due to resignation of Diane Filicetti- husband transferred to PA

Current Member(s) Eligible for Reappointment
 n/a

Yes	No

New Applicant(s)

Lee-Ann Davis
 Sara Koehn
 David Martin
 Angela Shutran
 Dr. Shelly R. Wall

Yes	No

Museum

3 Year Term

1 Vacancy- Expiring Term

Current Member(s) Eligible for Reappointment
n/a

Yes	No

New Applicant(s)
Mark Chollak

Yes	No

Rec Board

3 Year Term

3 Vacancies- Expiring Terms
Please Note that Charles Cook has served several terms and has been an asset to board. He is NOT eligible to serve another term

Current Member(s) Eligible for Reappointment
Mark Lyon
Michael Sparks

Yes	No

New Applicant(s)
Sherry Moreno
Ryan VanKam
Dr. Shelly R. Wall

Yes	No

Planning & Zoning

3 Year Term

1 Vacancy- Expiring Term- (Historically the members come from regional areas).

Current Member(s) Eligible for Reappointment
Billy Shalata-RS

Yes	No

New Applicant(s)
Dave Ruggera- RS

Yes	No

Solid Waste District-Eden Valley

3 Year Term

2 Vacancies- Expiring Term

FYI:

1. Denise Webster is eligible for re-appointment however I have not received confirmation nor a renewal application

2 . James Burnett has served the following terms:
06/03, 06/06, 06/09

County Attorney Cliff Boevers is verifying State Statute relative to consecutive term limits

Current Member(s) Eligible for Reappointment
Denise Webster- although haven't rcv'd confirmation

Yes	No

New Applicant(s)
Did not receive any new applications

Yes	No

STAR Transit

3 Year Term

2 Vacancies- Expiring Term

Current Member(s) Eligible for Reappointment
n/a- didn't receive renewal applications from the one eligible for reappointment

Yes	No

New Applicant(s)
Sandy Knezovich
James Love

Yes	No



CONTINENTAL AMERICAN INSURANCE COMPANY
2801 Devine Street, Columbia, South Carolina 29205

GROUP MASTER APPLICATION

Application is hereby made to: Continental American Insurance Company
By:

EMPLOYER / UNION NAME
Sweetwater County
HOME OFFICE LOCATION (City and State)
Green River, WY

REPRESENTATIONS
<p>Class of Employees Eligible for Coverage: Regular <u>Full Time</u> employees under age <u>CI, ACC -70; SHI - 65</u> An eligible employee is one who works <u>40</u> or more hours per week. An employee must be Actively at Work on the date he/she applies and on the date his or her Certificate of Insurance is to become effective. An employee must have completed <u>1</u> month of continuous service before being eligible.</p>

The minimum number of enrolled employees necessary to keep the Group Policy in force is: **10 CI Payor per wrap guidelines**

COVERAGE REQUESTED

<input checked="" type="checkbox"/> Group Hospital Indemnity	Plan: <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
Optional Features: <u>None</u>	The requested effective date: <u>8/1/2012</u>
<i>Will this Group Hospital Indemnity Policy replace any existing Group Hospital Indemnity Policy?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input checked="" type="checkbox"/> Group Critical Illness	Face Amounts: <u>\$5,000 - \$50,000 EE and \$5,000 - \$25,000 Spouse</u>
Optional Features: <u>None</u>	The requested effective date: <u>8/1/2012</u>
<i>Will this Group Critical Illness Policy replace any existing Group Critical Illness Policy?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input checked="" type="checkbox"/> Group Accident / <input type="checkbox"/> Group Accidental Death	
Optional Features: <u>Sickness Rider</u>	The requested effective date: <u>8/1/2012</u>
<i>Will this Group Accident Policy replace any existing Group Accident Policy?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No	

GENERAL AGREEMENT:

The applicant agrees to transmit the total premiums under the group policy to Continental American Insurance Company at its Home Office when due. No agent or other person except an officer can make or change any contract or agreement on behalf of Continental American Insurance Company.

Warning: Any person who, with the intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

By	Date
Title	

CGMA-012003

APPLICATION FOR GROUP WHOLE LIFE INSURANCE

Application is hereby made to:

Aflac
CONTINENTAL AMERICAN INSURANCE COMPANY
2801 Devine Street, Columbia, South Carolina 29205
800-433-3036

by : _____ **Sweetwater County** _____
Employer/Union Name

of : _____ **Green River, WY** _____
Home Office Location (City & State)

for a Plan of Group Whole Life insurance, and representations are made as follows:

1. Class of Employees Eligible for Coverage:

- Regular full-time employees
- Regular full-time employees except _____
- Other: _____

Full-time employee is one who works **40 or more** hours or more per week. An employee must be Actively at Work on the date he/she applies and on the date his/her Group Whole Life Insurance is to become effective. An employee must have completed 1 month of continuous service before being eligible.

2. Effective Date:

The requested effective date of the Group Policy is 8/1/2012

3. Optional Features:

4. Will this Group Whole Life Policy replace any existing Group Whole Life Policy?

- Yes No

5. General Agreement:

The applicant agrees to transmit the total premiums under the group policy to Continental American Insurance Company at its Home Office when due. No agent or other person except an officer of the Company can make or change any contract or agreement on behalf of Continental American Insurance Company.

By:	
Title:	Date:

APPLICATION FOR GROUP TERM LIFE INSURANCE

Application is hereby made to:



CONTINENTAL AMERICAN INSURANCE COMPANY

2801 Devine Street, Columbia, South Carolina 29205
(888)730-2244

by: Sweetwater County
Employer/Union Name

of: Green River, WY
Home Office Location (City & State)

For a Plan of Group Term Life insurance for Plan Level Premium Period(s) 10 Year and 20 Year Terms
And representations are made as follows:

1. Class of Persons Eligible for Coverage:

In order to enroll, an Eligible Person must be Actively at Work:

Employees Actively at Work means 40 or more hours per week

Waiting Periods for Eligible Persons are as follows:

Employees are Eligible to Enroll after Active Employment for 30 days

However, if an Eligible Person is not actively at Work at the end of the Waiting Period, the Waiting Period will be extended until the Eligible Person resumes work in a pattern that will establish Active Employment.

2. Effective Date: The requested effective date of the Group Policy is 8/1/2012

3. Optional Features:

4. Will this Group Term Life Policy replace any existing Group Term Life Policy?

Yes No

5. General Agreement:

The applicant agrees to transmit the total premiums under the group policy to Continental American Insurance Company at its Home Office when due. No agent or other person except an officer of the Company can make or change any contract or agreement on behalf of Continental American Insurance Company

By:	
Title:	Date:

RESOLUTION NO. 12-06-CC-02
ESTABLISHING FIRE RESTRICTIONS FOR SWEETWATER COUNTY

WHEREAS, upon the recommendation of the Sweetwater County Fire Warden, the Sweetwater County Board of Commissioners is empowered pursuant to Wyoming Statutes § 35-9-301 through § 35-9-304 to restrict or close areas to fireworks or open fires, when the fire danger in Sweetwater County is extreme because of drought conditions, the presence of an excessive amount of flammable material, or for any other sufficient reason; and

WHEREAS, the Sweetwater County Fire Warden has recommended open fire and fireworks restrictions for the unincorporated and unimproved land within Sweetwater County, except land that is owned by the federal government, and

WHEREAS, the Sweetwater County Board of Commissioners finds there exists an extreme fire danger on the unimproved and unincorporated lands within Sweetwater County because of drought conditions and the presence of excessive amounts of flammable materials, and this extreme fire danger is increased by open burning and the use of fireworks or other incendiary devices.

NOW THEREFORE, BE IT RESOLVED BY THE SWEETWATER COUNTY BOARD OF COMMISSIONERS:

1. Effective June 25th, 2012 at 12:00 A.M., any open fire or discharge of any Class A, B, or C fireworks is prohibited on the unimproved and unincorporated land within Sweetwater County, except federally owned land. This prohibition specifically applies to land owned or controlled by Sweetwater County, including county roads, easements and rights-of-way. This prohibition is subject to the following exceptions:

A. Trash or refuse may be burned between the hours of 6:00 p.m. and 8:00 a.m. if the trash or refuse is burned inside a container equipped with spark arrestors, and if the container is located within an area that is cleared of flammable materials for a radius of at least ten (10) feet. This exception requires compliance with all other regulations and laws regarding the burning of trash or refuse.

B. Campfires are permitted if the fire is contained within an established fire ring at an established campground, provided the fire is in compliance with regulations of the Bureau of Land Management, the United States Forest Service, or the National Park Service.

C. Charcoal fires within enclosed grills

D. Acetylene cutting torches or electric arc welders may be used if the area surrounding the use of the torches or welders is cleared of flammable material for a radius of at least ten (10) feet.

E. Propane or open fire branding activities are permitted if the branding activities are cleared of all flammable materials for a radius of at least (10) feet.

F. Operation of chain saws is permitted if the chain saw is equipped with a properly installed and functioning spark arrestor.

G. Federal, State or local fire or law enforcement personnel are not subject to this resolution if they are engaged in official activities involving fires, law enforcement or emergencies.

H. Public-sponsored fireworks displays are permitted if the displays are coordinated with the County Fire Warden or his designee.

2. Unimproved land includes crop land, agricultural land and undeveloped land which predominately remains in its natural condition. For example, undeveloped land would include forest or range lands that remain predominately unchanged from their natural condition.

3. The County Fire Warden shall promptly notify the Sweetwater County Commissioners if there are any changes in the severity of the fire danger.

BE IT FURTHER RESOLVED, that penalties provided in Wyoming Statute § 35-9-304 may be imposed for violations of this Resolution; specifically, a fine not to exceed one hundred (100) dollars or imprisonment not to exceed thirty (30) days or both may be imposed for violations. Restitution costs may be added.

BE IT FURTHER RESOLVED, that the Sweetwater County Fire Warden shall immediately notify the Wyoming State Forester of the restrictions imposed by this Resolution, as well as the lifting of any of the restrictions imposed by this Resolution. The Sweetwater County Fire Warden shall assist in providing notification to the public by posting copies of the Resolution, and circulating copies of it to all local media.

BE IT FURTHER RESOLVED, that the fire restrictions stated in this resolution are to be effective and in force on June 25th, 2012 at 12:00 A.M. and shall remain in force and effect until October 1st, 2012 at 12:00 A.M. unless conditions allow for a different date, at which a resolution to lift or extend the restrictions will be presented to the Sweetwater County Board of Commissioners for approval.

PASSED AND APPROVED this _19th__ day of ___June, 2012_____.

Wally J. Johnson, Chairman
Sweetwater County Board of Commissioners

ATTEST:

Steven Dale Davis,
Sweetwater County Clerk

Brenda Rael - Sweetwater County Human Resources Department

From: Garry McLean - Sweetwater County Human Resources Department
Sent: Tuesday, June 12, 2012 12:25 PM
To: Brenda Rael - Sweetwater County Human Resources Department; Cliff Boevers - County Attorneys; Dale Davis - County Clerk; David Divis - County Assessors; Garry McLean - Sweetwater County Human Resources Department; Reid West; Robb Slaughter - Treasurers; Sally Shoemaker; 'Skinney@sweetwaterlibraries.com'; 'Suzie Hermansen SW Counseling'; Vickie Eastin
Subject: FW: Sweetwater County
Attachments: DisclosureStatement.pdf; 6 7 12 stHealth FIRM UPDATE.pdf
Importance: High

Following the last presentation from Diversified, the committee decided to accept the Zurich's lower bid for stop loss insurance, effectively changing our stop loss insurance from the Berkley Group to Zurich. However, since that time, as indicated in the message below, Zurich now wants to laser a potential high risk claim, at that same price. For those of you who aren't clear on what a "lasered" claim means; The following quote provides a clear explanation of lasered claims.

"In the game of hot potato that health insurance has become, employers and insurers keep trying to pass rising health costs to each other. Now insurers are using a tactic called "lasering," which shifts the costs of the sickest workers back into the lap of employers.

*Typically, self-insured employers -- under which a company pays most of its employee medical bills -- contract with stop-loss, or reinsurance, carriers to pay catastrophic claims. This protects an employer from being hit with a single medical bill that could wreak havoc on its health plan. But as employers seek to renew their stop-loss coverage, reinsurance companies are **lasering**, or carving out, severely ill employees from coverage. [Note: that leaves the cost on the employer, not the employee.]*

For instance, Itron Inc. has an employee whose medical bills have been high, \$175,000 this year. The company pays its employees' claims and, for most employees, is reimbursed by its reinsurer to the extent an employee's annual claims exceed \$100,000. But for that employee, the reinsurance agreement has a \$250,000 figure instead of \$100,000."

By agreeing two years ago to laser out its seriously ill employee, the company was able to keep its reinsurance premium from doubling.

Since that time, Diversified has received a revised quote from the Berkley Group which essentially provides the stop/loss coverage at a lower price than Zurich, without any lasered claims. As such, they are recommending that we renew with Berkley and not change stop/loss providers. We have ten (10) days to accept the offer before they have to reevaluate an updated claims history. As such, I would like to seek board approval at their June 19, 2012 meeting for renewing our stop/loss insurance with the Berkley Group.

ASAP, please let me know if you have any questions or concerns regarding this issue and whether or not your support or reject the recommendation.

Thanks for your prompt feedback.

Garry

From: Brenda Rael - Sweetwater County Human Resources Department
Sent: Friday, June 08, 2012 4:54 PM

To: Garry McLean - Sweetwater County Human Resources Department
Subject: FW: Sweetwater County
Importance: High

Garry,

During our service call meeting with Diversified yesterday, we were notified that the stop loss carrier, Zurich, has set a laser on one of the employees who has reached the deductible limit.

Brian Carter said HCC, one of the other stop loss carriers who had submitted a proposal, has a rate quote very close to Zurich and they have agreed to match Zurich's rates and they will not set a laser on this individual. If we want to move the stop loss to HCC we will need to sign and forward the Disclosure statement by Friday, June 15, 2012.

The disclosure statement and the proposal are attached. Brian can be reached at 801-325-5067 on Monday.

Thank you,
Brenda

Brenda Rael
Sweetwater County
Human Resources Specialist
80 W. Flaming Gorge Way, Suite 17
Green River, WY 82935
Phone: 307-872-3910
Fax: 307-872-3996
e-mail: raelb@sweet.wy.us

From: Karen Brown [<mailto:kbrown@diversifiedinsurance.com>]
Sent: Thursday, June 07, 2012 3:26 PM
To: Brenda Rael - Sweetwater County Human Resources Department
Cc: Brian Carter; Karen Brown
Subject: FW: Sweetwater County
Importance: High

Per our conversation, See below and attached.

Thanks!

Hi Karen,

Attached please find our updated firm offer for Sweetwater County. As previously indicated, Zurich unfortunately set a laser on the neuroblastoma claimant. We also had HCC review, and they've agreed to match Zurich's rate on the current Spec with similar renewal rate cap product at +45% max with no new lasering.

I've also included a copy of HCC's disclosure for your review & signature. I've completed as much as I could. Questions 3, 5, 6, & 7 still need to be completed. HCC will need a sold confirmation prior to 6/15 in order to avoid a further claim update and review.

Please let me know if you'd like me to order the application and new business paperwork. Thanks for your patience!

Karen Brown, GBA
Diversified Insurance Group
Director of Client Services
T: 801-325-5068
C: 801-201-3952
E: kbrown@digrisk.com



Experience the Difference

The information contained in this e-mail is private and may contain Protected Health Information. This information is confidential, privileged, or otherwise protected from disclosure. It is intended only for the use of the authorized individual as indicated in the e-mail. Any unauthorized disclosure, copying, distribution or taking of any action based on the contents of this material is strictly prohibited and will be punished to the full extent of the law. If you have received this email in error, please immediately notify the sender via telephone or by return e-mail.



HCC LIFE INSURANCE COMPANY DISCLOSURE/TRIGGER DIAGNOSES

Full Legal Name of Applicant/Named Insured:

This form must be completed by the named insured (Employer) and returned to HCC Life Insurance Company within 5 days of completion by the named insured. Should we require any additional information in order to evaluate this disclosure statement, we will respond in writing with any additional information necessary to complete our review. Upon receipt of the completed disclosure, the Company will assess all data, new and previously reported, and will inform the producer in writing within (5) working days of any changes to the rates, factors or terms of coverage.

Please answer each question below. If the answer is yes to any part, please provide details below or attach another sheet, if necessary. "Participant" means any eligible employee, COBRA participant, retiree, or their dependents.

1. Have claims on any participant during the last 12 months been incurred and/or paid in excess of 50% of the specific deductible or \$25,000 (whichever is less)? Yes No
2. Are any participants currently, or have they been in the past 30 days, confined to a hospital or other medical facility on multiple occasions or for three (3) or more consecutive days? Yes No
3. Are there currently any dependent children over the normal termination age covered by the plan under a disabled or handicapped child extension provision? Yes No
4. Other than the individuals already listed, are there other known potential shock loss claims? (potential catastrophic claims means any claimants expected to incur claims that may reasonably be assumed will exceed 50% of specific deductible in the next plan year) Shock losses are defined on the second page along with a "Trigger" Listing. *(The Trigger Diagnosis List is intended to assist the Named Insured in their disclosure review.)* Yes No

Last Name, First	Diagnosis/Prognosis	Mo./Yr. 1 st day for Treatment	Last 12 Mths Paid Claims Amount	Pended/Denied Claims Amount
1. See Attached				
2.				
3.				
4.				

5. Are there any participants who are expected to be absent from work due to disability on the effective date of the Stop Loss Policy coverage? Yes No
6. Have any participants been absent from work due to disability (sick time, Family Medical Leave, or scheduled Leave of Absence) during the past 30 days? (In the case of a dependent or COBRA participant, is by disability unable to perform his or her normal functions of a person of like sex and age.) Yes No

Disabled Lives	Status/Reason for Disability
1.	
2.	
3.	

7. Are any participants covered under COBRA, or COBRA eligible? Yes No

COBRA Participants	Qualifying Event and COBRA Start Date
1.	
2.	
3.	

8. If currently fully Insured, are extended benefits available from prior insurer for presently disabled eligible employees and/or dependents? Yes No N/A

After diligent review, we hereby represent and warrant that the above list is complete and accurate to the best of our knowledge and belief, and that nothing has been intentionally omitted. In addition, should HCC Life Insurance Company require additional medical information on any individual disclosed above, we agree to provide access to this information so that HCC Life Insurance Company may evaluate the risk and provide final terms. We also acknowledge that furnishing false written information concerning their insurance; or the suppression, withholding or misstating of material facts, or failure to return this required document within the specified time frame may result in the stop loss contract being revised or in a rescission of the contract, at the election of the carrier.

Named Insured (Employer) _____ Date _____
 Officer Signature _____

Agent Signature _____ Date _____



Suggested Categories and Guidelines for Identifying Potential Large Claims

The specific diagnoses listed below are key indicators of potential catastrophic cases and should be referred to HCC LIFE INSURANCE COMPANY. The following instances should also be explored for potential case management.

Transplants

A length of stay request more than seven (7) days
 Trauma/Multiple Injuries
 Request for transfer to a rehabilitation facility

Hyperalimentation (TPN)

Home IV antibiotic therapy
 High Risk Pregnancy (Multiple Births)
 Initiation of hemodialysis

<u>AIDS</u>	<u>ICD-9 Codes</u>
Human Immunodeficiency Virus	042
Encephalopathy	348.3
Pneumocystis Carinii Pneumonia	136.3
Toxoplasmosis	130.9
Bronchial or Pulmonary Candidiasis	112.4
Tuberculosis	011 - 011.9

<u>Blood Disorders</u>	
Aplastic Anemia	284 - 284.9
Coagulation Defects	286 - 286.9
Immune Deficiencies	279 - 279.9

<u>Amputations</u>	
Arms and Hands	887 - 887.7
Legs and Feet	896 - 897.7

<u>Burns</u>	
Over 20% of the Body	948 - 948.9

<u>Cardiovascular Disease</u>	
Cardiomyopathy	425 - 425.9
Heart Failure	428 - 428.9
Intermediate Coronary Syndrome	410 - 411.89
Primary Pulmonary Hypertension	416.0

<u>Cerebral Vascular Disease with Neurological Deficits</u>	
Anoxic Brain Damage	348.1
Multiple Fractures, Skull/Face	803.00
Intracerebral Hemorrhage	430 - 432.9
Coma	780.01
Acute Vascular Disease (Stroke/CVA)	436

<u>High-Risk Neonatal</u>	
Intestinal Malabsorption	579 - 579.9
Spina bifida	741 - 741.9
Other congenital anomalies of nervous system (includes hydrocephalus)	742 - 742.9
Congenital anomalies of heart	746 - 746.9
Short gestation, low birth weight <2,500g	765 - 765.1
Intrauterine hypoxia and birth asphyxia	768 - 768.9
Respiratory Distress Syndrome	769
Apnea/Bradycardia	770.8
Broncho-Pulmonary Dysplasia (BPD)	770.7
Cystic Fibrosis	277.0 - 277.01
Biliary Atresia	751.61

<u>High Risk Obstetrical</u>	
Multiple Gestations	651 - 651.9
Premature Rupture of Membranes	658.13

<u>Infectious Diseases</u>	<u>ICD-9 Codes</u>
Meningitis	320 - 321.2
Subacute Bacterial Endocarditis	421
Crohn's Disease	555 - 555.9
Osteomyelitis	730 - 730.8

<u>Malignant Neoplasms -Any Site</u>	
Cancers	140 - 208.9
Neurofibromatosis	237.7 - 237.72

<u>Diabetes Mellitus Complications</u>	
Circulatory Disorders	250.7 - 250.73
Amputations	443.8 - 444.9

<u>Head and Spinal Trauma</u>	
Quadraplegia	344.0 - 344.9
Paraplegia	344.1
Hemiplegia	342 - 342.09
Spinal Cord Injury	952 - 952.9
Closed Head Injury	803 - 803.9
Complications of trauma	958 - 958.8

<u>Neuromuscular</u>	
Amyotrophic Lateral Sclerosis (Lou Gehrig's disease)	335.20
Myopathy	359 - 359.9
Guillain-Barre	357.0
Cerebral Palsy	343 - 343.9
Multiple Sclerosis	340

<u>Renal Failure</u>	
	584 - 585

<u>Other</u>	
Gaucher's Disease	272.7
Cirrhosis of the liver	570 - 571.9
Emphysema	492 - 492.8
Morbid Obesity	278.01
Alpha-1 Antitrypsin Deficiency	277.6
Post-inflammatory Pulmonary Fibrosis	515
Hepatitis	070.2 - 070.9
Pancreatitis	577 - 577.9
Lupus	710.0
Aneurysm	441 - 442.9



The specific procedures listed below are key indicators of potential catastrophic cases and should be referred to HCC LIFE INSURANCE COMPANY. Transplants should be referred to our Transplant Solutions team for cost containment assistance prior to transplantation.

<u>Procedures</u>	<u>ICD-9 CODE</u>	<u>CPT CODE</u>
Craniotomy	01.24	61304 - 61305
Hyperbaric Oxygenation	93.59	99183
Plasmapheresis (Apheresis)	99.71	36520 - 36521
Laryngectomy/Radical Neck Dissection	30.4	31360 - 31382
Tracheostomy	31.2	31600 - 31605
Implant Cardiac Assist Device	37.6	92970
Hemodialysis	39.95	90935 - 90937
Pancreatectomy	52 - 52.99	48140 - 48146,48150-48154
Ventilator patient greater than 4 days	96.72	94656 - 94657
Insertion shunt/fistula	39.93	36821
Gastric Bypass	44.3 - 44.39	43842, 43843, 43846, 43847
TPN (Total Parenteral Nutrition)	99.15	N/A
Transplants	V42 codes	See Below

<u>Transplant Type</u>	<u>CPT</u>
Bone Marrow Transplant	38240 - 38241
Heart	33945
Heart-Lung	33935
Small Bowel	44135 - 44136
Liver	47136
Lung (single)	32851 - 32852
Lung (double)	32853 - 32854
Pancreas	48160, 48550-48556
Kidney	50360

GROUP: Sweetwater County
EFFECTIVE DATE: July 1, 2012

	Current	Renewal	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6
SPECIFIC STOP LOSS								
CARRIER:	Berkley A+	Berkley A+	Zurich A	Zurich A	Zurich A	HCC A+	HCC A+	HCC A+
Carrier Rating:	A+	A+	A	A	A	A+	A+	A+
TPA:	BCBS of WY	BCBS of WY	BCBS of WY	BCBS of WY	BCBS of WY	BCBS of WY	BCBS of WY	BCBS of WY
PPO Network:	BCBS of WY	BCBS of WY	BCBS of WY	BCBS of WY	BCBS of WY	BCBS of WY	BCBS of WY	BCBS of WY
UR Vendor:	BCBS of WY	BCBS of WY	BCBS of WY	BCBS of WY	BCBS of WY	BCBS of WY	BCBS of WY	BCBS of WY
Specific Benefits Included:	Med + Rx	Med + Rx	Med + Rx	Med + Rx	Med + Rx	Med + Rx	Med + Rx	Med + Rx
Plan Lifetime Maximum:	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Lifetime Maximum Reimbursement:	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Annual Maximum Reimbursement:	1,875,000 \$	1,875,000 \$	1,875,000 \$	1,850,000 \$	1,825,000 \$	1,875,000 \$	1,850,000 \$	1,825,000 \$
Specific Deductible:	125,000 \$	125,000 \$	125,000 \$	150,000 \$	175,000 \$	125,000 \$	150,000 \$	175,000 \$
Specific Contract:	12/15	12/15	12/15	12/15	12/15	12/15	12/15	12/15
200:	28.38 \$	-	31.05 \$	25.00 \$	21.49 \$	31.05 \$	25.42 \$	21.23 \$
Family Premium \$	75.01 \$	-	75.25 \$	60.59 \$	52.36 \$	75.25 \$	61.52 \$	51.38 \$
462:	54.62 \$	-	55.92 \$	45.03 \$	38.85 \$	55.92 \$	45.74 \$	38.20 \$
Monthly Specific Premium \$	25,235.96 \$	-	25,827.10 \$	20,803.40 \$	17,854.53 \$	25,827.10 \$	21,130.04 \$	17,647.25 \$
Annual Specific Premium \$	302,824.32 \$	-	310,045.20 \$	249,640.80 \$	215,454.96 \$	310,045.20 \$	253,560.48 \$	211,767.12 \$
% Difference		-100.00%	2.38%	-17.58%	-28.85%	2.38%	-16.27%	-30.07%
Disclosure Status			FIRM OFFER					
Lasers			Neuroblastoma Claimant Lasered @ \$250K	Neuroblastoma Claimant Lasered @ \$250K	Neuroblastoma Claimant Lasered @ \$250K	NONE	NONE	NONE
			Includes No New Laser with 45% Rate Cap	Includes No New Laser with 45% Rate Cap	Includes No New Laser with 45% Rate Cap	Includes No New Laser with 45% Rate Cap	Includes No New Laser with 45% Rate Cap	Includes No New Laser with 45% Rate Cap
TOTAL REINSURANCE EXPENSE								
Annual Fixed Premium	\$	\$	310,045.20 \$	249,640.80 \$	215,454.96 \$	310,045.20 \$	253,560.48 \$	211,767.12 \$
% Difference		-100.00%	2.38%	-17.58%	-28.85%	2.38%	-16.27%	-30.07%
Maximum Cost Liability	\$	\$	310,045.20 \$	249,640.80 \$	215,454.96 \$	310,045.20 \$	253,560.48 \$	211,767.12 \$
% Difference		-100.00%	2.38%	-17.58%	-28.85%	2.38%	-16.27%	-30.07%

Rates include 0% commission

Sally Shoemaker

From: Garry McLean - Sweetwater County Human Resources Department
Sent: Thursday, June 14, 2012 1:49 PM
To: Brenda Rael - Sweetwater County Human Resources Department; Cliff Boevers - County Attorneys; Dale Davis - County Clerk; David Divis - County Assessors; Garry McLean - Sweetwater County Human Resources Department; Reid West; Robb Slaughter - Treasurers; Sally Shoemaker; Skinney@sweetwaterlibraries.com; Suzie Hermansen SW Counseling; Vickie Eastin
Subject: FW: Sweetwater County

This is the response from Diversified on Dale's question regarding locking in rates for the stop loss carriers.

Garry

From: Brian Carter [mailto:bcarter@diversifiedinsurance.com]
Sent: Thursday, June 14, 2012 11:29 AM
To: Garry McLean - Sweetwater County Human Resources Department
Cc: Karen Brown; Bob Howard
Subject: RE: Sweetwater County

Garry,

We have done some significant research on this issue. We have discussed procedures for all 11 of the major stop loss carriers (direct writers only) in the country. Every one of them require a medical review after the initial quote. Nearly all of them will not do the medical review more than 60 days out for a group this size, though a couple of them would lock as far out as 90.

As soon as the board approved the move to Zurich we submitted the application and started the medical review process. The cancer that is in the works had already shown up in the claims reports by then. There is nothing we (or any other consultant) could have done to prevent this laser with Zurich. Obviously, we could have locked with Berkeley much sooner and taken the 17% increase that they offered up. However, this process has saved the county tens of thousands in stop-loss premium for the upcoming year. We have a complete medical review done with both HCC and Berkeley and have firm rates with both.

We can confidently say that we have done our jobs and done them excellently. I hope that he will agree once he sees what has gone into this.

Thank you,

Brian Carter
Diversified Insurance Group
Senior Vice President | Employee Benefits
T: 801-325-5067
C: 801-631-2286
E: bcarter@diversifiedinsurance.com



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From: Garry McLean - Sweetwater County Human Resources Department [<mailto:mcleang@sweet.wy.us>]
Sent: Tuesday, June 12, 2012 1:37 PM
To: Brian Carter
Subject: FW: Sweetwater County

This question was posed by the County Clerk.

Garry

From: Dale Davis - County Clerk
Sent: Tuesday, June 12, 2012 1:17 PM
To: Garry McLean - Sweetwater County Human Resources Department; Brenda Rael - Sweetwater County Human Resources Department; Cliff Boevers - County Attorneys; David Divis - County Assessors; Reid West; Robb Slaughter - Treasurers; Sally Shoemaker; 'Skinney@sweetwaterlibraries.com'; 'Suzie Hermansen SW Counseling'; Vickie Eastin
Cc: Dale Davis - County Clerk; Vickie Eastin
Subject: RE: Sweetwater County

So, when the commissioners approved the stop loss carrier, wasn't there an application submitted to the stop loss carrier to prevent lasered claims? When Bob Decker did our stop loss before, it was done right away to hold the amount and prevent the stop loss carrier from adding additional conditions.

***Dale Davis, County Clerk
Sweetwater County Clerk's Office
80 West Flaming Gorge Way, Suite 150
Green River, WY 82935***

Green River Land Line 307-872-3732

Rock Springs Land Line 307-922-5208

FAX 307-872-3994 or 307-872-3993

Direct Line 307-872-3765

From: Garry McLean - Sweetwater County Human Resources Department
Sent: Tuesday, June 12, 2012 12:25 PM
To: Brenda Rael - Sweetwater County Human Resources Department; Cliff Boevers - County Attorneys; Dale Davis - County Clerk; David Divis - County Assessors; Garry McLean - Sweetwater County Human Resources Department; Reid West; Robb Slaughter - Treasurers; Sally Shoemaker; 'Skinney@sweetwaterlibraries.com'; 'Suzie Hermansen SW Counseling'; Vickie Eastin
Subject: FW: Sweetwater County
Importance: High

Following the last presentation from Diversified, the committee decided to accept the Zurich's lower bid for stop loss insurance, effectively changing our stop loss insurance from the Berkley Group to Zurich. However, since that time, as

indicated in the message below, Zurich now wants to laser a potential high risk claim, at that same price. For those of you who aren't clear on what a "lasered" claim means; The following quote provides a clear explanation of lasered claims.

"In the game of hot potato that health insurance has become, employers and insurers keep trying to pass rising health costs to each other. Now insurers are using a tactic called "lasering," which shifts the costs of the sickest workers back into the lap of employers.

Typically, self-insured employers -- under which a company pays most of its employee medical bills -- contract with stop-loss, or reinsurance, carriers to pay catastrophic claims. This protects an employer from being hit with a single medical bill that could wreak havoc on its health plan. But as employers seek to renew their stop-loss coverage, reinsurance companies are lasering, or carving out, severely ill employees from coverage. [Note: that leaves the cost on the employer, not the employee.]

For instance, Itron Inc. has an employee whose medical bills have been high, \$175,000 this year. The company pays its employees' claims and, for most employees, is reimbursed by its reinsurer to the extent an employee's annual claims exceed \$100,000. But for that employee, the reinsurance agreement has a \$250,000 figure instead of \$100,000."

By agreeing two years ago to laser out its seriously ill employee, the company was able to keep its reinsurance premium from doubling.

Since that time, Diversified has received a revised quote from the Berkley Group which essentially provides the stop/loss coverage at a lower price than Zurich, without any lasered claims. As such, they are recommending that we renew with Berkley and not change stop/loss providers. We have ten (10) days to accept the offer before they have to reevaluate an updated claims history. As such, I would like to seek board approval at their June 19, 2012 meeting for renewing our stop/loss insurance with the Berkley Group.

ASAP, please let me know if you have any questions or concerns regarding this issue and whether or not your support or reject the recommendation.

Thanks for your prompt feedback.

Garry

From: Brenda Rael - Sweetwater County Human Resources Department
Sent: Friday, June 08, 2012 4:54 PM
To: Garry McLean - Sweetwater County Human Resources Department
Subject: FW: Sweetwater County
Importance: High

Garry,

During our service call meeting with Diversified yesterday, we were notified that the stop loss carrier, Zurich, has set a laser on one of the employees who has reached the deductible limit.

Brian Carter said HCC, one of the other stop loss carriers who had submitted a proposal, has a rate quote very close to Zurich and they have agreed to match Zurich's rates and they will not set a laser on this individual. If we want to move the stop loss to HCC we will need to sign and forward the Disclosure statement by Friday, June 15, 2012.

The disclosure statement and the proposal are attached. Brian can be reached at 801-325-5067 on Monday.

Thank you,
Brenda

Brenda Rael
Sweetwater County
Human Resources Specialist
80 W. Flaming Gorge Way, Suite 17
Green River, WY 82935
Phone: 307-872-3910
Fax: 307-872-3996
e-mail: raelb@sweet.wy.us

From: Karen Brown [<mailto:kbrown@diversifiedinsurance.com>]
Sent: Thursday, June 07, 2012 3:26 PM
To: Brenda Rael - Sweetwater County Human Resources Department
Cc: Brian Carter; Karen Brown
Subject: FW: Sweetwater County
Importance: High

Per our conversation, See below and attached.

Thanks!

Hi Karen,

Attached please find our updated firm offer for Sweetwater County. As previously indicated, Zurich unfortunately set a laser on the neuroblastoma claimant. We also had HCC review, and they've agreed to match Zurich's rate on the current Spec with similar renewal rate cap product at +45% max with no new lasering.

I've also included a copy of HCC's disclosure for your review & signature. I've completed as much as I could. Questions 3, 5, 6, & 7 still need to be completed. HCC will need a sold confirmation prior to 6/15 in order to avoid a further claim update and review.

Please let me know if you'd like me to order the application and new business paperwork. Thanks for your patience!

Karen Brown, GBA
Diversified Insurance Group
Director of Client Services
T: 801-325-5068
C: 801-201-3952
E: kbrown@digrisk.com



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MEMO

To: Sweetwater County Board of County Commissioners
From: Mark Kot, Public Lands Specialist MK
Date: Tuesday, June 6, 2012
Subject: Annual meeting between the federal land management agencies in Sweetwater County and the Board of County Commissioners

The 35th consecutive Annual Meeting with the federal agencies managing land within Sweetwater County is scheduled as follows:

WHEN: Tuesday, June 19, 2012, 11:00 a.m. till noon
WHERE: Sweetwater County Commissioners Room, Courthouse, Green River, WY
AGENCIES: Ashley National Forest - Flaming Gorge Ranger District
Bureau of Reclamation - Provo Area Office
Bureau of Land Management - High Desert District

The purpose of this annual meeting for the federal agencies, who manage land within Sweetwater County, to exchange work programs with the County, to discuss items of mutual concern, and to improve cooperative working relationships.

This annual meeting was established in 1977 by a Memorandum of Understanding (MOU) between the BLM and Sweetwater County. Through the years the format of the 1977 MOU changed several times, and at the Board's last Annual Meeting in 2011, Sweetwater County and High Desert District of the Bureau of Land Management renewed and resigned this agreement.

Because Carl Milligan, Seedskadee Wildlife Manager, has taken a new position with the USFWS in Denver, the Seedskadee Wildlife Refuge will not be represented at our meeting. Even though the USFWS will not be in attendance, the Bureau of Reclamation's Provo Area Office will join the Board's meeting for the first time.

If you have any questions, regarding this upcoming annual meeting, please contact me.

Sincerely,
Mark Kot, Public Lands Specialist
307-872-3917

Attachment: June 19, 2012 – Annual Meeting Agenda

2012 Annual Meeting- Agenda*

Tuesday, June 19, 2012 -11 a.m. to Noon

**Ashley National Forest – Flaming Gorge Ranger District
Bureau of Reclamation – Provo Area Office
BLM – High Desert District
Sweetwater County**

- I. Purpose of Meeting:** To exchange work programs, discuss items of mutual concern, and improve cooperative working relationships.

This meeting fulfills Sweetwater County's obligations under the County's Memorandum of Understandings (MOU) with the BLM (Memorandum updated and resigned by all parties in 2011)

- II. Introductions of those in attendance.**

III. Federal Agency Presentations

- A. Ashley National Forest - Rowdy Muir, District Ranger
- B. Bureau of Reclamation - Dave Krueger, Lands Division Chief – (The BOR joins our meeting for the first time.)
- C. Bureau of Land Management - High Desert District - John Ruhs, District Manager
- D. United States Fish and Wildlife Service - Seedskadee (will not attend due to personnel changes.)

IV. Sweetwater County Board of County Commissioner Comments

IV. Other

*Note: 35th Annual Meeting

Sally Shoemaker

From: Mark Kot - Planning and Zoning
Sent: Thursday, June 07, 2012 3:54 PM
To: 'John Ruhs; rmuir@fs.fed.us; Curtis A. Pledger P.E. (cpledger@usbr.gov); Krueger, David; Porter, Lance C
Cc: Sally Shoemaker; Wally Johnson - County Commissioners; Foster, Kimberlee D
Subject: Reminder of BLM annual meeting Tuesday June 19 2021
Attachments: Agenda - 2012 Annual Meeting.docx

To: John Ruhs, BLM High District Area Manger
Lance Porter, BLM Rock Springs Field Office
Rowdy Muir, District Ranger Ashley National Forest
Curt Pledger, BOR Provo Area Manager
David Krueger, BOR Chief of Lands Group

From: Mark Kot, Public Lands Specialist – Sweetwater County

CC: Wally Johnson, Chairman, Sweetwater County Board of County Commissioners
Kimberlee Foster, BLM - Resource Advisor

Date: Thursday, June 07, 2012

Subject: Reminder of Joint Annual Meeting with Sweetwater County

This is a reminder of Sweetwater County's Joint Annual Meeting with federal agencies managing land in Sweetwater County. This meeting is scheduled as follows:

WHEN: Tuesday, June 19, 2012 – 11:00 a.m. to 12:00

WHERE: Sweetwater County Board of County Commissioners Room
Courthouse, Green River, WY

SUBJECT: Annual update of work programs – exchange information – See attached agenda

BRING: Handouts, PowerPoint Materials etc. *(Sweetwater County will provide PowerPoint Projector. If you have a handout, it is helpful if you could email a copy of your handout by Wednesday, June 13 at noon, so it can be placed in the Board's packet.)*

Sweetwater County greatly appreciates everyone's participation. It is through meetings like this that we strengthen and maintain our excellent working relationships.

If you have any questions, related to the above meeting, please contact me at 307-872-3917.

Thank you again for your participation.

Mark Kot
Sweetwater County Public Lands Specialist

**Employment Contract
Between
Sweetwater County, Wyoming
And
Denise Boudreault**

1. Parties.

A. This Contract is made and entered into by and between Sweetwater County, Wyoming, whose address is 80 West Flaming Gorge Way, Green River, WY 82935 (hereinafter COUNTY), and Denise Boudreault, whose address is 811 Maple Street, Rock Springs, WY 82901 (hereinafter EMPLOYEE). For and in consideration of the mutual promises and covenants set forth below, The COUNTY and The EMPLOYEE agree to the following:

2. Purpose of Contract.

A. The purpose of this Contract is to obtain the services of EMPLOYEE as described in paragraph 5 of this contract. Broadly stated, the EMPLOYEE will manage the County Veteran Services offices and programs in accordance with the strategic direction adopted by the respective Board of County Commissioners.

3. Term of Contract.

A. Performance under the terms and conditions of this Contract shall commence on July 1, 2012 and this contract shall cease at the end of the day on June 30, 2013, unless this Contract is otherwise terminated pursuant to Paragraph 6.L. of this Contract.

4. Compensation and Benefits.

A. In consideration of the services provided by EMPLOYEE as set forth herein, the COUNTY shall pay EMPLOYEE five thousand dollars (\$5,000) per month for performance in accordance with the terms of this contract, excluding any reimbursable benefits. Payment shall be made on the last workday of each month.

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

C. EMPLOYEE has voluntarily elected not to participate in the County's health insurance program, due to existing coverage through the Veteran's Administration.

D. EMPLOYEE shall be eligible for all other County benefits provided to full-time employees, including participation in the Section 125 plan, Retirement, holiday leave, etc.

E. EMPLOYEE SHALL be entitled to paid vacation and sick leave in the following amounts. All other County policies governing the use, carry-over and payout of vacation and sick leave benefits shall apply;

1. Vacation Leave: EMPLOYEE shall be eligible for two (2) weeks of paid vacation leave per contract period, earned at a rate of 6.67 hour per month. Any vacation leave that is not used during the contract period will carry over to the next contract period, up to a maximum of 120 hours which includes carryover hours and accrued hours.

2. Sick Leave: EMPLOYEE shall be eligible for fifteen days of sick leave per contract period, earned at a rate of 10 hours per month. Any sick leave that is not used during the contract period will carry over to the next contract period, up to a maximum of 960 hours which includes carryover hours and accrued hours.

F. COUNTY shall provide the EMPLOYEE necessary equipment and supplies, within the spending limitations of the approved budget for the Veteran Services Department.

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

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

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

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

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

5. Responsibilities of Employee.

A. Duties assigned to the EMPLOYEE are as described in the Veteran Services Director Position Description (See attachment A), attached hereto and incorporated herein by reference. EMPLOYEE shall perform such other duties as are customarily performed by one holding a similar position within the DEPARTMENT or another similar enterprise and shall additionally render such other and unrelated services and duties as may be assigned from time to time by the Board of County Commissioners.

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

C. EMPLOYEE will maintain the confidentiality of all restricted information learned during the course of the performance of her duties, and shall strictly abide by applicable policies with respect to disclosure of any

information to the public, press, or other individuals, in compliance with all applicable state and federal rules and laws. When disclosure of information is permitted or required by law, (i.e. disclosure to a court, prosecuting attorney, law enforcement agent, or pursuant to the order of a court of competent jurisdiction), EMPLOYEE shall make such disclosure only at the direction of the County Commissioners, or an Agent of the County designated by the County Commissioners.

D. EMPLOYEE shall obtain Veteran Services Officer certification through the Veteran's Administration within one year of employment. Once obtained, EMPLOYEE shall maintain her VSO certification through the Veteran's Administration.

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

F. EMPLOYEE will communicate directly to a Sweetwater County assigned liaison, who will act as liaison between EMPLOYEE and COUNTY regarding interpretation and administration of County policy and procedures, County budgeting processes, personnel issues, etc.

6. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by and between the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

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

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

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

E. **Entirety of Contract.** This Contract, consisting of ten (10) pages, including one exhibit consisting of three pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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

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

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

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

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

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

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

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

INTENTIONALLY LEFT BLANK

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

Employee

Denise Boudreault Date

Sweetwater County Commissioners

Wally J. Johnson, Board Chair Date

Gary Bailiff, Commissioner Date

John K. Kolb, Commissioner Date

Donald Van Matre, Commissioner Date

Reid O. West, Commissioner Date

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

Clifford Boevers, Deputy Sweetwater County
and Prosecuting Attorney Date

Attachment A
Veterans Services Director Position Description

CLASS TITLE: Veterans Services Office Director
DEPARTMENT: Veteran Services Office **FLSA STATUS:** EXEMPT
ACCOUNTABLE TO: Sweetwater County Board of County Commissioners (hereinafter Board)
FMLA STATUS:
APPROVED BY: **DATE:** June 21, 2011
PAY GRADE: Contract

PRIMARY OBJECTIVE OF POSITIONS IN THIS CLASS: Under administrative direction from the Sweetwater County Board of County Commissioners, the Veterans Services Office Director shall manage the Veterans Service Offices and staff in Sweetwater County, Lincoln County, Sublette County and at other locations as assigned. The VSO Director provides program leadership, as well as technical and administrative supervision to Veterans Services staff involving matters relating to the presentation of claims for benefits allowable to veterans and their dependents. The VSO Director formulates and administers policies and procedures pertaining to veterans services and disseminates information obtained through varied resources to aid the staff in their work. The VSO Director will also perform duties as a Veterans Services Officer.

MAJOR AREAS OF RESPONSIBILITY AND PERFORMANCE:

Essential Duties:

Director Duties

- Supervises, trains and directs Veterans Service Officers (VSO's) and clerical staff engaged in obtaining, compiling, and presenting information pertaining to claims for benefits for veterans, their dependents, or survivors.
- Responsible for preparing the Veteran Services Budget, monitoring expenditures in compliance with the same and exploring ways to deliver veteran services at the lowest budgetary cost possible.
- Maintains effective work relationships with officials of the Federal Veterans Administration Regional Office, the Wyoming Veterans Services Commission, the Veterans Services Director for the State of Wyoming, the American Legion, Veteran of Foreign Wars (VFW), Disabled American Veterans (DAV) and other veteran related service organizations, as well as the respective Boards of County Commissioners from Sublette and Lincoln counties.
- Maintains regular contact with the Sweetwater County Veterans Clinic, health care providers and administrators to maintain and disseminate current information on the status of programs and the availability of resources.
- Evaluates the office workflow and recommends adjustments or develops new procedures or processes to achieve an efficient and effective operation.
- Receives and responds to office visits, telephone calls, and correspondence which require attention of management and assists in preparation of periodic reports.
- Prepares and presents talks pertaining to veterans' problems, rights, and benefits to veteran and civic organizations
- Provides the Board with quarterly reports showing the number of Veterans served and the hours spent providing services.
- May obtain training and assist in the processing of veteran claims.
- Responsible for maintaining records on the numbers of veterans within Sweetwater County and claims processed by department.
- Will make visits to the Sublette and Lincoln County VSO centers at least once per month and maintain regular contact to ensure operational integrity in these areas.

Attachment A
Veterans Services Director Position Description

VSO Duties:

- Assists veterans, surviving spouses, and dependents in applying for benefits from the Department of Veterans Affairs to include disability compensation, disability pension, healthcare, burial benefits, life insurance and education programs;
- Submits DVA claims to the appropriate DVA Regional Office; other claims are submitted to the government agencies involved;
- Communicates with various Federal, State, County, and City Governmental agencies concerning problems or questions on behalf of veterans or their beneficiaries, either in person, or via telephone, or via e-mail;
- Acts as liaison with Federal, State and Local veteran agencies, local veteran groups, welfare agencies, local and veteran hospitals, employment agencies, and community groups regarding veterans' rights and benefits;
- Performs home and institutional visits to homebound veterans;
- Performs administrative and clerical duties; prepares correspondence, files and maintains records;
- Operates photocopier, computer, fax machine and other typical office equipment;
- Receives phone calls, the public and visitors.

Other Duties: Performs other related duties as assigned.

SPECIFIC CHARACTERISTICS:

The employee reports to the Sweetwater County Board of County Commissioners and is responsible for a variety of administrative and coordinative functions relative to the operation of the Sweetwater County Veterans Services Office.

PHYSICAL AND RELATED REQUIREMENTS:

Ability to perform sedentary physical work and to lift and carry up to 10;
Ability to stand, walk, sit, ride, bend, kneel and perform similar body movements;
Possesses hand/eye/foot coordination adequate to operate a computer and other office equipment;
Ability to talk and hear in person and by telephone;
Ability to see and read instructions;
Ability to safely operate a motor vehicle.

SUPERVISION - RESPONSIBILITY FOR WORK OF OTHERS: Supervises small group of employees in multiple offices. Department head of small department

EDUCATION, TRAINING AND EXPERIENCE REQUIREMENTS:

Any combination of education, training and experience equivalent to Bachelor's Degree in Business Administration or related field, plus five years work experience in a management capacity; possession of valid drivers license with acceptable motor vehicle report (MVR). Must have the ability to obtain Veteran Services Officer certification through the Veteran's Administration within one year of employment. Prefer a Veteran status.

EXAMPLES OF PERFORMANCE CRITERIA AND QUALIFICATIONS:

CLASS TITLE: VSO DIRECTOR (cont.)

THE EMPLOYEE:

- Possesses knowledge of business and management principles involved in strategic planning, budgeting, human resources modeling, leadership technique, production methods, and coordination of people and resources
- Possesses knowledge of State and federal laws and regulations pertaining to veterans services and benefits.
- Possess knowledge of the organization, function, and responsibilities of various veterans' service organizations.
- Has the ability to establish and maintain cooperative working relationships with diverse groups/populations, department heads, State, Federal and political contacts.
- Has the ability to understand and interpret in lay language, technical rules, and regulations pertaining to veterans.

Attachment A
Veterans Services Director Position Description

- Has the ability to communicate effectively both orally and in writing with individuals and groups regarding complex or sensitive issues
- Has the ability to develop and administer a comprehensive program relating to veterans services.
- Has a thorough knowledge of provisions of Federal, State and local legislation, rules or regulations relating to all veteran benefit programs, and applicable court decisions.
- Assemble, organize and present in written and/or oral form, comprehensive reports containing alternative solutions and recommendations regarding specific resources, plans and policies pertaining to veterans' services.
- Effectively speaks before large groups of citizens.
- Thorough knowledge of provisions of Federal, State and local legislation, rules or regulations relating to all veteran benefit programs, and applicable court decisions.
- Possesses working knowledge of:
 - Veterans Administration claims and appeal practices and procedures;
 - Organization and activities of the Veterans Administration and other veteran agencies and organizations;
 - Interviewing and counseling techniques;
 - Community resources and organizations and their functions;
- Ability to interpret laws and regulations concerning the rights and benefits of veterans and their dependents and advise and counsel clients accordingly;
- Ability to interview clients
- Ability to prepare and assist clients in the preparation of appropriate forms and correspondence;
- Proficiency using MS Word and MS Excel

Last update: 6-9-2011

- 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.

Meeting Schedule

The Board of County Commissioners meets in regular session the first and third Tuesday of every month.

The meetings are open and the public is invited to attend.

The meetings are held in the commission meeting room.

80 West Flaming Gorge Way
Meeting Room #115
Green River, Wyoming

The following are meeting dates for 2012:

JANUARY 03, 2012	JANUARY 17, 2012
FEBRUARY 07, 2012	FEBRUARY 21, 2012
MARCH 06, 2012	MARCH 20, 2012
APRIL 03, 2012	APRIL 17, 2012
MAY 01, 2012	MAY 15, 2012
JUNE 05, 2012	JUNE 19, 2012
JULY 03, 2012	JULY 17, 2012
AUGUST 07, 2012	AUGUST 21, 2012
SEPTEMBER 04, 2012	SEPTEMBER 18, 2012
OCTOBER 02, 2012	OCTOBER 16, 2012
NOVEMBER 06, 2012	NOVEMBER 20, 2012
DECEMBER 04, 2012	DECEMBER 18, 2012

WARRANT AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2012, by and between the Sweetwater County Fair Board, hereinafter "Board," of Sweetwater County, Wyoming, and the RSNB Bank of Rock Springs, Sweetwater County, Wyoming, hereinafter "Bank."

WITNESSETH:

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

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

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

WHEREAS, Bank is willing to lend Board funds as needed up to a maximum limit at any given time of seventy-five per cent (75%) of the anticipated 2012-2013 fiscal year property tax revenues of the Board remaining uncollected, provided, however, pursuant to W.S. Statutes 18-4-103, such warrants shall not exceed, in any event, the current obligations for the necessary expenses for continuing the services and functions for which the Fair Board is responsible, and the expenses of the Fair board, for the period July 1, 2012 through November 30, 2012:

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

1. Bank as Depository of Board Funds: The Board agrees to use Bank as a depository of its funds. Said funds held on deposit at Bank shall be withdrawn on the orders or warrants of the Board.
2. PERSONS AUTHORIZED TO SIGN ORDER OR WARRANTS: The following persons have the authority to sign Board orders or warrants, namely:

Larry Lloyd	Title: Executive Director
Deborah Arguello	Title: Chair
Kent McCann	Title: Vice-Chair
Jodee Burnett	Title: Secretary
Charles Barnum	Title: Treasurer
Faith Harris	Title: Trustee
Bill Valdez	Title: Trustee
Paul Zancanella	Title: Trustee

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

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

The person or persons authorized to sign Board orders or warrants may be changed by the Board from time to time by notifying the Bank in writing of such change and supplying Bank with a properly

executed signature card for each person added as an authorized signature.

The Bank shall honor all orders or warrants that contain on their face the signature of those persons authorized to sign Board orders or warrants not to exceed at any given time an aggregate amount equal to \$1,960,000 or seventy five percent (75%) of the anticipated revenues from the 2012-2013 property tax levy for the benefit of the Board remaining uncollected, whichever shall be less, in overdrafts on the Board's account at Bank during the term of this agreement.

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

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

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

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

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

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

7. FINANCIAL REPORTING OF BOARD: Until all warrants issued by the Board hereunder shall have been paid in full, the Board shall provide Bank with internally generated financial statements including profit and loss information on all Board operations, within fifteen (15) days following each calendar quarter-end beginning with quarter ended September 30, 2012. The Board will also provide to Bank a certified copy of the County Assessor's final valuation of the property within the Board for fiscal year 2012-2013.

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

9. TAX LEVY OF BOARD: The accrued interest and principal of all outstanding Board warrants shall be secured by the property tax received by the Board from the office of the Treasurer of Sweetwater County, Wyoming, hereinafter "Treasurer," which tax revenues are hereby assigned by the Board and by

the Board of County Commissioners of Sweetwater County, Wyoming to the Bank for such purpose. Bank has the right to notify the Treasurer in writing of the principal and interest due and owing to the Bank by the Board on all outstanding warrants.

10. Termination: This agreement shall terminate on June 30, 2013, the last day of the current fiscal year of the Board. Upon termination of this agreement, all amounts due and owing to Bank by the Board pursuant to the provisions of this agreement shall become immediately due and payable. All amounts due and payable to the Bank by the Board upon the termination of this agreement shall be secured by the property tax revenues due to the Board from the Treasurer, and Bank may make demand upon such tax revenues as provided for in Paragraph 9 herein.

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

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

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

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

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

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

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

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

Bank: Keith N. Hay, Vice President
RSNB Bank
333 Broadway
Rock Springs, Wyoming 82901

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

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

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

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

18. COUNTY APPROVAL: The Board of County Commissioners of Sweetwater County, Wyoming, hereinafter "Commissioners", by its execution of this Warrant Agreement as reflected hereinafter, hereby consents to the within transaction by the Sweetwater County Fair Board (to the extent such consent is required by law) and joins in the pledge and assignment of the 2012-2013 fiscal year tax revenues levied by the Commissioners on behalf of the Sweetwater County Fair Board as provided in Paragraph 9 of this Warrant Agreement.

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

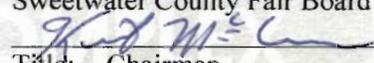
RSNB Bank

Title: Vice President

Attest:

Title:

Sweetwater County Fair Board



Title: Chairman

Attest:

Title:

Board of County Commissioners of Sweetwater County

Title: Chairperson

Attest:

Title

State of Wyoming)
 : ss.
County of Sweetwater)

The above and foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of the RSNB Bank.

WITNESS my hand and official seal.

Notary Public

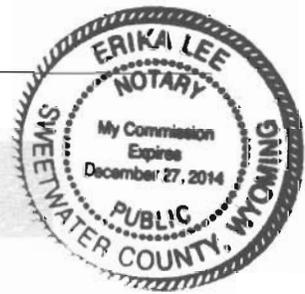
My Commission Expires:

State of Wyoming)
 : ss.
County of Sweetwater)

The above and foregoing instrument was acknowledged before me this 12th day of June, 2012, by Kent McCann, the Vice-Chair of the Sweetwater County Fair Board.

WITNESS my hand and official seal.

Erika Lee
Notary Public



My Commission Expires:
Dec 27, 2014

State of Wyoming)
 : ss.
County of Sweetwater)

The above and foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of the Board of County Commissioners of Sweetwater County, Wyoming.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

ACCEPTANCE OF ASSIGNMENT OF
BOARD FUNDS

I, _____, the duly elected Treasurer of Sweetwater County, Wyoming, hereby accept the assignment of SWEETWATER COUNTY FAIR BOARD FUNDS to the RSNB Bank according to the terms and conditions of the foregoing Warrant Agreement entered into on the _____ day of _____, 20____, between the RSNB Bank and _____ the _____ Board.

DATED the _____ day of _____, 20____.

Title

COUNTY

EVENTS COMPLEX

- All **original** documents requesting action or signature must be submitted to Deputy County Clerk Vickie Eastin. However, a **copy** must be submitted to Sally Shoemaker for distribution of the packet and retention.
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item will be rescheduled.
- In order to determine placement on the agenda, please review the county website (www.sweet.wy.us/commissioner) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

MEMORANDUM OF UNDERSTANDING BETWEEN THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS AND THE SWEETWATER COUNTY FAIR BOARD

THIS AGREEMENT is entered into between the undersigned parties to set forth obligations between Sweetwater County, Board of County Commissioners (County); and the Sweetwater County Fair Board on behalf of the Sweetwater County Events Complex (Fair Board) for the purpose of the County assisting the Fair Board with funds to obtain (2) 40 meter by 70 meter Clear Span Tent Structures (Tents) without the need for the Fair Board to incur or otherwise waste approximately \$85,000 (eighty five thousand dollars) in interest payments, if the Fair Board was enter into a lease/purchase agreement to acquire the tents;

WHEREAS the Fair Board has engaged in multiple improvements to the Sweetwater County Events complex necessary to host the National High School Finals rodeo in 2012;

WHEREAS the National High School Finals Rodeo will be hosted in Sweetwater County in 2013, 2014 and 2015;

WHEREAS, the parties are in agreement that it is necessary for the Fair Board to obtain and erect additional structures to house events not only for the National High School Finals Rodeo but also for the long term betterment of the Sweetwater County Events Complex.

WHEREAS, the Fair Board has determined that two 40 meter by 70 meter Clear Span Tent structures costing eight hundred twenty four thousand dollars (\$824,000) is the correct and proper structures necessary to allow the Fair board to carry out its mission;

WHEREAS, the parties mutually agree that a cost savings of eighty five thousand (\$85,000) will be realized to the citizens of Sweetwater County if the County provides the capital necessary to the Fair Board to secure a purchase of the Clear Span Tent Structures and the Fair Board can avoid entering into a financing agreement;

WHEREAS Fair Board will purchase the "Tents" from Losberger US, LLC of Newburgh, IN; **WHEREAS** the parties agree that the Fair Board will repay the County for the expenditure of \$824,000 for purchase of the "Tents" and that the funds shall only be used to purchase the "Tents";

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

Term of Agreement. This agreement shall be in effect from November 1, 2012 through August 30, 2017.

Necessity and Cost. This agreement is necessary to secure the purchase of "Tents" and save approximately eighty-five thousand dollars (\$85,000) in interest payments to both the Fair Board and the citizens of Sweetwater County. Total cost is eight hundred twenty four thousand dollars (\$824,000) and no funds in excess shall

be remitted by the County. If the cost exceeds eight hundred twenty four thousand dollars Fair Board shall be responsible for the overage.

Initial Expenditure. County agrees to pay, remit or otherwise fund the purchase of said “Tents” by way of voucher or reimbursement to Fair Board to Losberger US, LLC of Newburgh, IN. Parties understand and otherwise recognize that partial payment prior to delivery by Losberger US, LLC of Newburgh, IN may be necessary.

Repayment. Fair Board agrees to make quarterly payments to the County for a 60 month period in the amount of forty one thousand two hundred dollars (\$41,200.00) each quarter, in twenty equal payments at the times shown below, to repay the principal amount of \$824, 000.00. No interest will be applied to the principle. Payments shall be forwarded so as to be received by the Sweetwater County Treasurer on the following dates:

November 16, 2012	November 16, 2013	November 16, 2014	November 16, 2015	November 16, 2016
February 16, 2013	February 16, 2014	February 16, 2015	February 16, 2016	February 16, 2017
May 16, 2013	May 16, 2014	May 16, 2015	May 16, 2016	May 16, 2017
August 16, 2013	August 16, 2014	August 16, 2015	August 16, 2016	August 16, 2017

Default. The parties mutually agree and understand that should Fair Board default on the terms of repaying as listed above that the County is free to exercise its budgetary authority to review, amend or otherwise modify the budget of Fair Board to offset or recoup the principle amount of eight hundred twenty four thousand dollars (\$824,000), as listed above.

County Immunity. 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 actions based on this Agreement.

Assignment. No party to this Agreement may assign any rights, duties or obligations as set forth herein, without the prior written consent of all the parties, which consent will not be withheld unreasonably. The only exception is that contractor may hire subcontractors necessary to complete work on the project.

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 all 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 Fair Board 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. Modification of this agreement may only be in writing.

g. 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 Fair board

Sweetwater County Fair Board
3320 Yellowstone Road
Rock Springs, Wyoming, 82935

So agreed:

Wally Johnson, Chairman
Sweetwater Board of County Commissioners
Date: _____

Deborah Arguello, Fair Board President
Date: _____

Attest:

Steven Dale Davis
Sweetwater County Clerk

To: Sweetwater County Commissioners

From: Krisena Marchal

Subject: BOCC Meeting 6/19/12

Request the Approval of the FY 2013 TANF Community Partnership Initiative Grant Application Certification

Executive Summary:

Sweetwater County can apply for competitive TANF CPI grant funding made available through the Wyoming Department of Family Services to support activities for low-income families with children. In Sweetwater County, 40.5% of families with a female head of household with children under the age of five live in poverty.

The purpose of this specific grant is to end the dependence of needy parents on government benefits; provide assistance so children may be cared for in their homes; prevent out-of-wedlock pregnancies; and encourage the formation and maintenance of two parent families.

CLIMB Wyoming was the only agency to respond to a published "Request for Letters of Inquiry" to solicit grant projects. They are respectfully requesting that Sweetwater County sponsor a grant application for the continuation of a job training and placement program, which includes life skills training and parenting skills.

The following Sweetwater County businesses are partners for job placements with CLIMB Wyoming: Able Hands; Arrowhead Concrete; Castle Rock Hospital District; City of Green River; Coca-Cola Bottling Company, High Country; Gorge Rock Products, Inc.; High Desert Construction, Inc.; John Bunning Transfer Company, Inc.; Lewis and Lewis, Inc.; Life Skills in Wyoming; Memorial Hospital of Sweetwater County; NOWCAP Services; Teton Distributors, Inc.; Total Family Health; Vase Funeral Home; Western Petroleum, Inc.; Western Wyoming Beverage, Inc.; and Young at Heart Senior Center. Below is the proposed project budget:

FY 2013 Proposed TANF CPI Grant Budget

	CLIMB Wyoming	Sweetwater County	GRANT REQUEST
Salary Budget			
Local staff and work experience wages/benefits for participants	23,372	0	23,372
Operational Budget			
Office & classroom space; supplies and materials for participants	25,390	0	25,390
Grant Administration		1,238	1,238
	\$48,762	\$1,238	\$50,000

Recommendation:

Staff recommends support of the grant application certification due to prior successful collaborations.

Attachments:

1. FY 2013 TANF CPI Grant Application Certification
2. Advertisement for "Request for Letters of Inquiry"

Action Requested: Motion to approve, and have the Chairman sign, the FY 2013 TANF Community Partnership Initiative Grant Application Certification

FY 2013 Temporary Assistance For Needy Families Community Partnership Initiative Grant Application

Certification:

I certify to the best of my knowledge that the information contained in this application is correct. If awarded funding under this grant, I certify that this project will be conducted in accordance with the funding source requirements and the assurances provided within the application.

June 19, 2012

Wally J. Johnson
Chairman
Sweetwater County Board of County Commissioners

REQUEST FOR LETTERS OF INQUIRY
TANF Community Partnership Initiative Grant (CPI)

Sweetwater County is considering applying for TANF CPI grant funding from the Wyoming Department of Family Services and is soliciting letters of inquiry for grant projects to submit.

TANF CPI funding may be used for projects addressing one or more of the following:

- Provide assistance to needy families so that children may be cared for in their own homes or in the home of relatives
- End the dependence of needy parents on government benefits by promoting job preparation, work and marriage
- Prevent and reduce out-of-wedlock pregnancies and establishing annual numerical goals for preventing and reducing the incidence of these pregnancies
- Encourage the formation and maintenance of two parent families

Letters of inquiry should include an Introduction (description of your organization, amount needed, description of the project, qualifications of project staff, timetable); Statement of Need (description of target population and geographical area); Methodology and other funding sources being approached for support of the project. Please do not exceed two pages.

Letters of inquiry need to be submitted in writing by 5pm MST on Wednesday, May 16, 2012 to the Sweetwater County Commission, c/o Krisena Marchal, County Grants Manager, 80 West Flaming Gorge Way, Suite 19, Green River, WY 82935. The Sweetwater County Commission reserves the right to reject any or all proposals. For additional information, please call Krisena Marchal at (307) 872-6470 or email marchalk@sweetwater.co.wy.us.

To: Sweetwater County Commissioners
From: Krisena Marchal
Subject: BOCC Meeting 6/19/12
 Request the Approval of the BYE 2014 Juvenile Detention Alternatives Initiative (JDAI) Grant Contract

Executive Summary:

Sweetwater County has been awarded \$30,000 in state funding by the Department of Family Services. It must be expended by June 30, 2014.

The purpose of the grant is to support the Juvenile Detention Alternatives Initiative (JDAI) as designed by the Annie E. Casey Foundation. Their vision is that all youth involved with the juvenile justice system should be able to develop into healthy, productive adults.

The funding will be used for the following two projects which were submitted in an application by the Sweetwater County Community Juvenile Services Board:

BYE 2014 JDAI Grant Budget

	Grant Award	Grant Match	TOTAL PROJECT
1. <u>Creation of a Comprehensive Juvenile Database</u> To identify, quantify and track juvenile activity in Sweetwater County	15,000	0	15,000
2. <u>Professional Development</u> For staff in the Juvenile Section at the Sweetwater County Detention Center; includes transportation, lodging, meals and seminar registration	15,000	0	15,000
	\$30,000	\$0	\$30,000

Recommendation:

Staff recommends support of the contract which will benefit Sweetwater County agencies and offices.

Attachments:

1. JDAI Contract

Action Requested: Motion to approve, and have the Chairman sign, the BYE 2014 Juvenile Detention Alternatives Initiative Contract between the State of Wyoming, Department of Family Services, and Sweetwater County

**JUVENILE DETENTION ALTERNATIVES INITIATIVE CONTRACT BETWEEN
STATE OF WYOMING, DEPARTMENT OF FAMILY SERVICES AND
SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS**

1. **Parties.** The parties to this Contract are the Department of Family Services, whose address is 2300 Capitol Ave., 3rd Floor, Cheyenne, Wyoming 82002-0490 [Agency] and Sweetwater County Board of County Commissioners, whose address is 80 W. Flaming Gorge Way, Green River, Wyoming 82935 [Contractor].

2. **Purpose of Contract.** The purpose of this Contract is to support replication of the Juvenile Detention Alternatives Initiative as designed by the Annie E. Casey Foundation [Foundation] and facilitated by the Agency. The Contractor shall provide for a system of:
 - A. Collaboration among juvenile justice agencies, governmental entities, and community organizations to undertake joint planning and policy making;
 - B. Use of accurate data to diagnose the system's problems and to assess the impact of reform;
 - C. Objective admissions criteria and instruments to effectively screen which juveniles need to be securely detained and those that may be effectively managed in a less secure setting;
 - D. New or enhanced non-secure alternatives to detention to increase the options available for arrested youth;
 - E. Case processing reforms to allow for expedited flow of cases to reduce lengths of stay in custody, and to ensure the timeliness and appropriateness of interventions;
 - F. Reviewing special detention cases (known as probation violations) and warrants to implement alternatives to secure detention;
 - G. Reducing racial disparities to eliminate any biases of detention use of any racial groups;
 - H. Improving conditions of confinement to ensure securely detained youth are in an environment that is inspected using protocol and standards.

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 Effective Date or July 1, 2012, which is later, through June 30, 2014. All services shall be completed during this term. This Contract may be renewed

annually by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of the Agency.

By law, contracts for professional or other services must be approved by the Attorney General and 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 as well, Wyo. Stat. § 9-2-1016(b)(iv).

4. **Payment.** Agency agrees to pay Contractor for the services described herein. The total payment under this Contract shall not exceed Thirty Thousand Dollars (\$30,000.00). Payment shall be made as monthly reimbursements based on actual expenditures pursuant to the budget in Attachment A, attached and incorporated herein by reference and upon receipt of an approvable invoice. No payment shall be made for services performed before the date upon which the last required signature is affixed to this Contract.

5. **Responsibilities of Contractor.** The Contractor shall, in a satisfactory manner as determined by Agency, perform the following tasks:
 - A. Provide services per the 8 Core Strategies of the Juvenile Detention Alternatives Initiative as developed by the Foundation and facilitated by the Agency, and as specified in the budget included in Attachment A.
 - (i) Funds under this Contract must be used solely for purposes consistent with the 8 Core Strategies.

 - B. Provide quarterly reports to the Agency in a format dictated by the Agency.
 - (i) Information in quarterly reports shall include, but not be limited to:
 - (a) Number of juveniles served by the Single Point of Entry and respective disposition;
 - (b) Failure to appear and pre-adjudication arrest rates;
 - (c) Specific policy, practice and program reforms implemented;
 - (d) Local, state, federal, and private funds allocated for detention reform;
 - (e) Specific reallocation of systems resources to support detention reform.

- (ii) Quarterly reports must be submitted to the Agency according to the following schedule:
 - (a) Due on or before October 15, 2012; covering the period of July 1, 2012 through September 30, 2012;
 - (b) Due on or before January 15, 2013; covering the period of October 1, 2012 through December 31, 2012;
 - (c) Due on or before April 15, 2013; covering the period of January 1, 2013 through March 31, 2013;
 - (d) Due on or before July 15, 2013; covering the period of May 1, 2013 through June 30, 2013;
 - (e) Due on or before October 15, 2013; covering the period of July 1, 2013 through September 30, 2013;
 - (f) Due on or before January 15, 2014; covering the period of October 1, 2013 through December 31, 2013;
 - (g) Due on or before April 15, 2014; covering the period of January 1, 2014 through March 31, 2014; and
 - (h) Due on or before July 15, 2014; covering the period of May 1, 2014 Through June 30, 2014.

C. Submit monthly invoices to the Agency for reimbursement on actual expenditures.

(i) Monthly invoices must detail numbers of juveniles served and respective services provided.

D. Attend quarterly meetings as coordinated by the Agency.

E. Attend and select delegates to attend training as coordinated by the Agency.

F. Provide Agency a copy of Annual Review/Evaluation on or before August 15, 2013 and August 15, 2014, listing information specific to the 8 Core Strategies for the most recent calendar year:

(i) Funds designated for each Core Strategy;

(ii) Actual expenditures for each Core Strategy;

- (iii) Details, setbacks and planning for each Core Strategy;
 - (iv) Activities and results for each Core Strategy.
- G. Provide Agency a copy of last annual compliance audit or last financial statement (whichever is appropriate) with submission of first invoice.

6. **Responsibilities of Agency.** The Agency shall:

- A. Provide technical assistance, consultation, and coordination as needed and requested by the Contractor;
- B. Assist Contractor in preparation of quarterly statistical reports regarding detention utilization, admissions decisions, and program participation;
- C. Evaluate the performance of the Contractor; and
- D. Approve or disapprove the invoice submitted by the Contractor for payment.

7. **Special Provisions**

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

The Agency shall notify Contractor at the earliest possible time if this Contract will or may be affected by a shortage of funds. No liability shall accrue to 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 so as to permit the Agency to terminate this Contract to acquire similar services from another party.

- B. **Monitor Activities.** The Agency shall have the right to monitor all Contract related activities of the Contractor and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor personnel in every phase of performance of Contract related work.

- C. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- D. **Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.*, and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance under this agreement.
- E. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.

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. The parties intend and agree that the State of Wyoming and the Agency do not waive sovereign immunity by entering into this Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. §1-39-104(a) and all other state law.
- C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Agency.
- D. **Audit/Access to Records.** The Agency and any of its representatives shall have access to any books, documents, papers, 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, accountant, or accounting firm, all books, documents, papers and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor, accountant, or accounting firm, 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 the continuance of the services performed by the Contractor, 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 undertake or 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 Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
- H. **Compliance with Law.** 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, and any 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.
- J. **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 the 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 the Agency or its designee. This does not prohibit or affect the Contractor's ability to engage in consultations, evaluations or representation 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 a adversarial proceeding against the State of Wyoming, its agencies, boards, commissions or the University of Wyoming, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or quo warranto.

- K. **Entirety of Contract.** This Contract, consisting of ten (10) pages, and Attachment A, consisting of four (4) 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. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- N. **Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- O. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. 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 and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

- P. **Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person.
- Q. **Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Agency.
- R. **Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction.
- 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)(D).
- T. **Sovereign Immunity**
- (i) The State of Wyoming and the Agency do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state or federal law.
 - (ii) The parties intend and agree that the Contractor does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to them as a local

governmental entity pursuant to Wyo. Stat. § 1-39-104 *et seq.*, and all other state law.

- U. **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.
- V. **Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- W. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this 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.
- X. **Time is of the Essence.** Time is of the essence in all provisions of the Contract.
- Y. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.
- Z. **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.

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

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

Steve Corsi, Department of Family Services Director

Date

Debra Dugan-Doty, Juvenile Services Administrator

Date

CONTRACTOR

Wally Johnson, Sweetwater County
Board of County Commissioners Chair

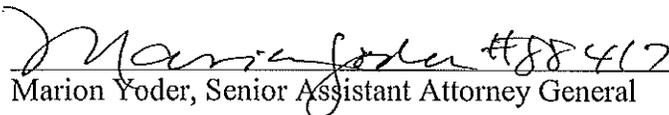
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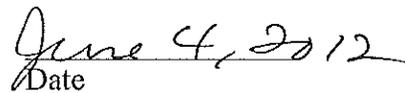
ATTESTED BY:

Steven Dale Davis, Sweetwater County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Marion Yoder, Senior Assistant Attorney General


Date

WYOMING JDAI - Form 1: Budget

County:	Sweetwater County
Submitted by:	Community Juvenile Services Board

Line items	Details/information for each line item	Amount allocated of budget	Details
ADMINISTRATIVE COSTS			
Salaries and wages	Describe the positions and the salary each will receive, as necessary to the operation of JDAI in its entirety.		
Travel	Pre-approved, required travel will be reimbursed by DFS and will not come out of the \$30,000 budget.		
Professional services contract	List all professional service contracts entered into for the purposes of overall JDAI operations. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract. ** This does not include contracts for services specific to the 8 Core Strategies.		
Other administrative costs	List all other administrative costs necessary for the overall operation of JDAI. Include names, addresses, phone numbers if applicable. Specify amount of each and reason for cost.		
STRATEGY 1: COLLABORATION			
Salaries and wages	Describe the positions and salary each will receive, as necessary to carry out STRATEGY 1.		
Professional services contract	List all professional service contracts entered into for the purposes of STRATEGY 1. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract.		
Other costs	List other costs associated with STRATEGY 1. Discretionary funds may be listed here.		
STRATEGY 2: USE OF ACCURATE DATA			
Salaries and wages	Describe the positions and salary each will receive, as necessary to carry out STRATEGY 2.		

Professional services contract	List all professional service contracts entered into for the purposes of STRATEGY 2. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract.					
Other costs	List other costs associated with STRATEGY 2. Discretionary funds may be listed here.	\$	15,000.00	50%	Creation of a comprehensive juvenile database to identify, quantify and track juvenile activity in Sweetwater County	
Salaries and wages	Describe the positions and salary each will receive, as necessary to carry out STRATEGY 3.					
Professional services contract	List all professional service contracts entered into for the purposes of STRATEGY 3. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract.					
Other costs	List other costs associated with STRATEGY 3. Discretionary funds may be listed here.					
STRATEGY 4: NEW OR ENHANCED NON-SECURE ALTERNATIVES TO DETENTION						
Salaries and wages	Describe the positions and salary each will receive, as necessary to carry out STRATEGY 4.					
Professional services contract	List all professional service contracts entered into for the purposes of STRATEGY 4. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract. Example: list alternative detention programs and purposes, electronic monitoring contracts, etc.					
Other costs	List other costs associated with STRATEGY 4. Discretionary funds may be listed here.					
STRATEGY 5: CASE PROCESSING REFORMS						
Salaries and wages	Describe the positions and salary each will receive, as necessary to carry out STRATEGY 5.					

Professional services contract	List all professional service contracts entered into for the purposes of STRATEGY 5. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract.			
Other costs	List other costs associated with STRATEGY 5. Discretionary funds may be listed here.			
STRATEGY 6: SPECIAL DETENTION CASES				
Salaries and wages	Describe the positions and salary each will receive, as necessary to carry out STRATEGY 6.			
Professional services contract	List all professional service contracts entered into for the purposes of STRATEGY 6. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract.			
Other costs	List other costs associated with STRATEGY 6. Discretionary funds may be listed here.			
STRATEGY 7: REDUCING RACIAL DISPARITIES				
Salaries and wages	Describe the positions and salary each will receive, as necessary to carry out STRATEGY 7.			
Professional services contract	List all professional service contracts entered into for the purposes of STRATEGY 7. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract.			
Other costs	List other costs associated with STRATEGY 7. Discretionary funds may be listed here.			
STRATEGY 8: IMPROVING CONDITIONS OF CONFINEMENT				
Salaries and wages	Describe the positions and salary each will receive, as necessary to carry out STRATEGY 8.			
Professional services contract	List all professional service contracts entered into for the purposes of STRATEGY 8. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract.			

Other costs	List other costs associated with STRATEGY 8. Discretionary funds may be listed here.	15,000.00	50%	Professional development for staff at the Sweetwater County Detention Center (Juvenile Section); Boys Town consultant for "Teaching Social Skills to Youth"; includes materials and travel expenses
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To: Sweetwater County Commissioners
From: Krisena Marchal
Subject: BOCC Meeting 6/19/12
 Request the Approval of the BYE 2014 Juvenile Services Block Grant Contract

Executive Summary:

Sweetwater County has been awarded \$123,877 that was appropriated by the state legislature [under W.S. 14-9-104] through the Department of Family Services. It must be expended by June 30, 2014.

The purpose of the grant is to “establish, maintain and promote the development of juvenile services in communities aimed at allowing early identification and diversion of children at risk of entry into the juvenile court system and preventing juvenile delinquency” [W.S. 14-9-102]. It also intends to allow decisions regarding juveniles to be made at the local level. The funding will be used for the following projects which were submitted in an application by the Sweetwater County Community Juvenile Services Board (CJSB):

BYE 2014 Juvenile Services Block Grant Budget

	Grant Award	In-Kind Match	TOTAL PROJECT
1. <u>Pre-Court Diversion and Electronic Monitoring Program</u> Extends the program by 12 month under the supervision of Juvenile Probation. Will cover Salaries, FICA, Worker’s Comp, Unemployment, Retirement, Insurance (1 person) and supplies.	75,000		75,000
2. <u>Truancy Program</u> Supplements the JABG Grant shortfall through 12/31/13.	8,152		8,152
3. <u>Board Expenses</u> Funding to support board activities related to juvenile issues such as workshops, seminars, travel, publications, etc.	5,000		5,000
4. <u>Direct Services</u> Funding for projects identified in the juvenile needs assessment that will be completed in June 2012 and/or to prolong programs already in progress.	35,725		35,725
5. <u>Required 15% Match of Grant Award</u>			
a. <u>Attorney’s Office and Juvenile Probation</u> Assistance to ensure the implementation and oversight of the CJSB.		3,279.16	3,279.16
b. <u>Grants Department</u> Grant writing, administration, supportive services, and compliance.		8,671.39	8,671.39
c. <u>Other</u> Phones, desks, computer equipment, photocopier, office space, accounting, depreciation and/or use allowances on buildings, equipment; costs for operating the facility for the Pre-Court Diversion & Truancy Program		6,631.00	6,631.00
	\$123,877	\$18,581.55	\$142,458.55

Recommendation:

Staff recommends support of the contract.

Action Requested: Motion to approve, and have the Chairman sign, the BYE 2014 Professional Services Contract between the State of Wyoming, Department of Family Services, and Sweetwater County

CB
6/8/12

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

1. **Parties.** The parties to this Contract are the Wyoming Department of Family Services, Social Services Division [DFS], whose address is 2300 Capitol Avenue, Third Floor, Cheyenne, Wyoming 82002-0490 and Sweetwater County Board of Commissioners [Contractor], whose address 80 West Flaming Gorge Way, Green River, Wyoming 82935.

2. **Purpose of Contract.** The purpose of this Contract is to fund services for the Sweetwater County Board of Commissioners per Wyo. Stat. § 14-9-108(iv). The Contractor shall provide for a system of:

A. Intake and Assessment: Central intake and assessment of juveniles with an initial point of contact established within the community;

B. Detention Standards: The development of adoption of criteria for juvenile diversion, short-term detention and longer-term shelter care services, including standards for assessments, admissions, twenty-four (24) hour intakes, predispositional detentions and shelter care standards;

C. Continuum: The development of a continuum of nonsecure services; and

D. Funding: The identification of other funding sources for local juvenile services.

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The projected term of the Contract is from July 1, 2012 through June 30, 2014. All services shall be completed during this term.

By law, contracts for professional or other services must be approved by the Attorney General and 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 as well, Wyo. Stat. § 9-2-1016(b)(iv) .

4. **Payment.** DFS agrees to pay Contractor for the services described herein. The total payment under this Contract shall not exceed One Hundred Twenty-Three Thousand Eight Hundred Seventy-Seven Dollars (\$123,877.00). The source of funds for this Contract is state general funds. Payment shall be made as monthly reimbursements based on actual expenditures pursuant to the budget in Attachment A, attached and incorporated herein by reference and upon receipt of the invoice in Attachment B. No payment shall be made for services performed before the date upon which the last required signature is affixed to this Contract.

A. When required to travel on behalf of the State, the Contractor shall be reimbursed at a rate not to exceed the rates specified in Wyo. Stat. § 9-3-102 through 103.

B. If the Contractor's yearly total of contracted dollars exceeds Five Hundred Thousand Dollars (\$500,000.00) of federal funds, regardless of the source, the Contractor is required to have a single or program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133. The Contractor shall furnish DFS a copy of the final audit, along with the Contractor's response to the audit.

5. Responsibilities of Contractor. The Contractor shall, in a satisfactory manner as determined by DFS, perform the following tasks:

A. Provide community juvenile services per Wyo. Stat. § 14-9-103(a)(iv), § 14-9-10 and as specified in the Community Juvenile Services Board Application Budget included in Attachment A;

B. Provide monthly reports as follows:

(i) Monthly invoices, submitted on the form in Attachment B, detailing juveniles served by the Community Juvenile Services Board's sponsored programs and services;

(ii) Total number of juveniles served by the jurisdiction's Single Point of Entry and respective dispositions;

(iii) Any new services identified by the Community Juvenile Services Board; and

(iv) Cumulative number of juveniles served in home versus out of home (to include juveniles processed through the Single Point of Entry and juveniles served by the Community Juvenile Services Board's programs and services).

C. Provide quarterly reports, on a form provided by DFS, within thirty (30) days of the end of the State fiscal year quarter detailing progress, setbacks, and planning of the four (4) purpose areas (Intake and Assessment, Detention Standards, Continuum, and Funding). Quarterly reports shall be submitted according to the following schedule:

(i) October 31, 2012, covering the dates of July 1, 2012 through September 30, 2012;

(ii) January 31, 2013, covering the dates of October 1, 2012 through December 31, 2012;

(iii) April 30, 2013, covering the dates of January 1, 2013 through March 31, 2013;

- 2013;
- (iv) July 31, 2013, covering the dates of April 1, 2013 through June 30,
- September 30, 2013;
- (v) October 31, 2013, covering the dates of July 1, 2013 through
- December 31, 2013;
- (vi) January 31, 2014, covering the dates of October 1, 2013 through
- March 31, 2014; and
- (vii) April 30, 2014, covering the dates of January 1, 2014 through
- 2014.
- (viii) July 31, 2014, covering the dates of April 1, 2014 through June 30,

D. Provide DFS a copy of the Annual Review/Evaluation, on a form provided by DFS, within forty-five (45) days of the end of each calendar year, February 15, 2013 and February 15, 2014, listing at a minimum the following information specific to the four (4) purpose areas for the most recent calendar year:

(i) Intake and Assessment: Number of juveniles disposed in municipal and circuit court, number of delinquency petitions filed, number of Children In Need of Supervision (CHINS) petitions filed, number of adjudications, and a description of how the central point of intake is being used in the community;

(ii) Detention Standards: Number of juveniles in detention, average length of stay in detention, number of re-entries into detention, and number of total detention days;

(iii) Continuum: Number of juveniles served under the purpose areas of this Contract and number of juveniles served on probation, detention, and out-of-home care; updated education rates, including graduation rate, school attendance, and PAWS data; and

(iv) Funding: The identification of other funding sources for local juvenile services.

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

6. **Responsibilities of DFS.** DFS shall:

A. Provide technical assistance, consultation, and coordination as needed and requested by the Contractor;

B. Evaluate the performance of the Contractor;

C. Approve or disapprove the invoice submitted by the Contractor for payment; and

D. Pay Contractor's invoices in a timely manner, once approved.

7. **Special Provisions.**

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

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

B. **Monitor Activities.** DFS shall have the right to monitor all Contract related activities of the Contractor and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor personnel in every phase of performance of Contract related work.

C. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.

D. **Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans With Disabilities Act, 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.

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

8. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

B. Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming and DFS do not waive sovereign immunity by entering into this Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. §1-39-104(a) and all other state or federal law.

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

D. Audit/Access to Records. DFS and any of its representatives shall have access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract. [Use the following language in cases where an independent audit is required. Consult your agency's assistant attorney general regarding additional language which is needed to address special requirements.] The Contractor shall, immediately upon receiving written instruction from DFS, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by DFS.

E. Availability of Funds. Each payment obligation of DFS is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Contractor, the contract may be terminated by DFS at the end of the period for which the funds are available. DFS shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to DFS in the event this provision is exercised, and DFS shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit DFS to terminate this Contract to acquire similar services from another party.

F. Award of Related Contracts. DFS may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and DFS in all such cases.

G. Certificate of Good Standing. Contractor shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

H. Compliance with Law. 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, and any other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by DFS for its release.

J. **Conflicts of Interest.**

(i) 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 DFS or a disclosure which would adversely affect the interests of DFS. Contractor shall notify DFS 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 DFS or its designee. This does not prohibit or affect the Contractor's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

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

K. **Entirety of Contract.** This Contract, consisting of nine (9) pages; Attachment A, consisting of three (3) pages; and Attachment B, consisting of one (1) page, 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. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

N. **Indemnification.** The Contractor shall indemnify, defend and hold harmless the State, DFS, and their officers, agents, employees, successors and assignees from

any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's malpractice.

O. Independent Contractor. The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or DFS, or to incur any obligation of any kind on the behalf of the State of Wyoming or DFS. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

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

Q. Notice and Approval of Proposed Sale or Transfer of the Contractor.

The Contractor shall provide DFS with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notice provision of this Contract. If DFS determines that the proposed merger, consolidation, sale or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then DFS may, at its option, terminate or renegotiate the Contract.

R. Ownership of Documents/Work Product/Materials. All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of DFS.

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)(D).

T. Sovereign Immunity. The State of Wyoming and DFS do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state or federal law.

U. **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.

V. **Termination of Contract.** This Contract may be terminated, without cause, by DFS upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

W. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this 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.

X. **Time is of the Essence.** Time is of the essence in all provisions of the Contract.

Y. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

Z. **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.

INTENTIONALLY LEFT BLANK

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

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.

DEPARTMENT OF FAMILY SERVICES

Steve Corsi, Director

Date

Debra Dugan-Doty, Administrator
Social Services Division

Date

**CONTRACTOR
SWEETWATER COUNTY BOARD OF COMMISSIONERS**

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

Date

ATTESTED BY

Steven Dale Davis, Sweetwater County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Marion Yoder #87668

Marion Yoder, Senior Assistant Attorney General

May 29, 2012

Date

Wyoming Community Juvenile Services Boards

BUDGET PROPOSAL FOR JULY 1, 2012 THROUGH JUNE 30, 2014

* For CJSBs existing and in contract with DFS as of 1/1/2012

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

Diversion Detention/Shelter Care	Describe costs for the implementation and maintenance for a juvenile diversion program and expenses associated with the creation/maintaining of detention/shelter care standards. Examples include but are not limited to funding for juvenile diversion programs and funding for Alternatives to Detention programs.	\$83,152.00
Pre-Court Diversion and Electronic Monitoring Programs	Funding to sustain the Pre-Court Diversion and Electronic Monitoring Programs for 12 additional months for the personnel costs of one Youth Case Manager, consumable supplies, and electronic monitoring equipment	\$75,000.00
Truancy Program	Funding to supplement the budgetary shortfall of the Truancy Program detailed in the 2011 JABG application submitted to DFS for the period 1/1/13 to 12/31/13	\$8,152.00
Non-Secure Continuum of Care	Describe costs associated with the development and implementation of a non-secure continuum of care. Examples include program costs for early intervention, diversion, community services, graduated sanctions and other services provided within the CJSB service area. Non-secure also includes aftercare and transition.	\$0.00
Identification of Other Funds	Describe costs associated with the identification of other funding. Examples include grant writing and other costs associated with the identification of other funding sources and operational costs.	\$0.00
MISCELLANEOUS EXPENSES (Please Specify)	Specify any expenses not yet listed. Describe each item in detail, specifying cost and reason for line item.	\$40,725.00
Board Expenses	Funding to support board activities related to juvenile issues such as workshops, seminars, travel, publications, etc.	\$5,000.00
Other Direct Services	Funding for direct services identified in the revised Strategic Plan; may also be utilized as matching funds to procure additional awards and/or to prolong/supplement programs already in progress by June 30, 2014	\$35,725.00
Total Funding Request	Funding request for the entire funding period:	\$123,877.00

To: Sweetwater County Commissioners

From: Krisena Marchal

Subject: BOCC Meeting 6/19/12

Request the Approval of the 2012 HIDTA Memorandum of Understanding Grant Award

Executive Summary:

Sweetwater County has been awarded \$85,032 in federal High Intensity Drug Trafficking Area (HIDTA) grant funding from the Wyoming Division of Criminal Investigation for the period January 1, 2012 through December 31, 2012.

HIDTA is a drug-prohibition enforcement program run by the United States Office of National Drug Control Policy and was established in 1990 after the Anti-Drug Abuse Act of 1988 was passed. HIDTA refers to a geographic location considered to be major drug trafficking zones. Wyoming consists of six HIDTA counties: Sweetwater, Albany, Campbell, Laramie, Natrona and Uinta.

The funding will be used for one detective to receiving training and assist with HIDTA initiatives. Numerous employees within the Sheriff's Office have participated in this grant project over the years.

2012 HIDTA Budget

	Grant Award	Sweetwater County	GRANT PROJECT
Personnel – 1 Employee (Salary for a Grade 19 Detective)	62,987	0	62,987
Fringe (FICA, Medicare, Retirement, Worker's Comp, Health Insurance, Long Term Disability)	22,045	10,360	32,405
	\$85,032	\$10,360	\$95,392

The employee is also accumulating County accruals for vacation and sick time.

Recommendation:

Staff recommends approval of the MOU but notes that the grant expenditures were budgeted within the Sheriff Office's operational budget in Fund 001 and not 050 for Grant Projects, and that the grant revenues have not been budgeted. Also, the financial reporting will be managed by the Clerk's Office.

Attachments:

1. 2012 HIDTA Memorandum of Understanding

Action Requested: Motion to approve, and have the Chairman sign, the 2012 HIDTA Memorandum of Understanding Grant Award

LB
6/4/12

Memorandum of Understanding Regarding Grant Award for High Intensity Drug Trafficking Area (HIDTA) Funding.

Sub-Recipient Agency: Sweetwater County – Sweetwater County Sheriff Office
Award Amount: \$85,032.00
Award Period: January 1, 2012 to December 31, 2012
Unit Number: 3048
Award #: G12RM0012A
CFDA No.: 95.001

- A. The term of this MOU between the Wyoming Division of Criminal Investigation (DCI) and Sweetwater County – Sweetwater County Sheriff Office (Sub-Recipient Agency) shall be from January 1, 2012 until December 31, 2012 unless extended by modification to this Agreement.
- B. The parties agree that because DCI has been designated as the fiscal agent for the State of Wyoming Rocky Mountain HIDTA program all requests for payments and budget reprogramming shall pass through DCI.
- C. The parties agree that Sub-Recipient Agency is a sub-recipient under the State of Wyoming Rocky Mountain HIDTA program and is incurring reimbursable expenses under the program.
- D. All correspondence between the parties shall include the Unit Number shown above.
- E. The parties hereby agree to the disbursement of HIDTA funds in the amount of \$85,032.00 (Eighty Five Thousand Thirty-two Dollars and 00/100 Dollars) to Sub-Recipient Agency under the following terms and conditions.
 - 1. Sub-Recipient Agency shall follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular A-87, Part 2 CFR 225, (Cost Principles for State, Local and Indian Tribal Government), OMB Circular A-102, (Grants and Cooperative Agreements with State and Local Governments) OMB Circular A-133, (Audits of State, Local Governments and Non-Profit Organizations) and 21 CFR Part 1403, and the Fair Labor Standards Act (FLSA).

2. Sub-Recipient Agency agrees to abide by and be bound by the attached budget for purchases including future reprogramming requests as approved by DCI and Rocky Mountain HIDTA. All reprogramming requests shall be submitted in writing to DCI, which shall forward them to Rocky Mountain HIDTA.
3. Requests for payment shall be submitted to DCI through the HIDTA Financial Manager at the following address by the 10th of the month following the end of the claim period:

State of Wyoming
Division of Criminal Investigation
Attn: Janelle Gellein, Division Fiscal Officer
208 So. College Drive
Cheyenne, WY 82002 – janelle.gellein@wyo.gov

4. DCI agrees to transfer funds to Sub-Recipient Agency after funds have been electronically transmitted to DCI by Rocky Mountain HIDTA.
5. Sub-Recipient Agency agrees to reimburse DCI for any amount paid by DCI to Sub-Recipient Agency that is later disallowed after audit or financial review.
6. Quarterly Financial Status Reports shall be submitted to DCI by the 10th day following the end of each quarter using the attached “Financial Status Report” form and “Detailed Expenditure Worksheet.” All supporting payroll and invoice documentation must be attached to support current billing reimbursement requests, to include detailed billing summary spreadsheet.

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7. In the final quarter of the year, DCI will inform Sub-Recipient Agency of the due date for its unspent figures. Sub-Recipient Agency agrees to provide the unspent figures by the due date.

IN WITNESS THEREOF, the parties to this MOU, consisting of three pages, either personally or through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU.

Forrest C. Bright, Director
State of Wyoming
Division of Criminal Investigation

Date

Sub-Recipient Agency County Commissioner
Wally J. Johnson, Chairman
Sweetwater County Commission

Date



Sub-Recipient Agency Head
Richard Haskell, Sheriff
Sweetwater County – Sweetwater County Sheriff

6-8-12
Date



State of Wyoming
Office of the Attorney General
Division of Criminal Investigation
Forrest C. Bright, Director

Matthew H. Mead
 Governor
 Gregory A. Phillips
 Attorney General

May 24, 2012

Sweetwater County Commission
 Sweetwater County Sheriff Office
 Richard Haskell, Sheriff or Major Denny Claman
 P. O. Box 730, County Courthouse Box 39
 80 W. Flaming Gorge Way
 Green River, WY 82935

RECEIVED

JUN 01 2012

SWEETWATER COUNTY COMMISSION OFFICE COPIES TO:

WJ.
KM - original

RE: 2012 HIDTA Sub-Recipient Award – G12RM0012A

Attn: Krisena Marchal, Grant Manager

Dear Commission:

Please find enclosed your Agency's 2012 HIDTA Sub-Recipient Award documents. Please review these documents and sign and return to our office at your earliest convenience.

Please note that all billings will be sent directly to the Division of Criminal Investigation (DCI), by the 10th of the month following the end of the quarter:

<u>Quarter Ending</u>	<u>Due to DCI</u>	<u>Mailing Address</u>
March 31, 2012	As soon as possible	Division of Criminal Investigation
June 30, 2012	As soon as possible	Attn: Janelle Gellein, Div. Fiscal Officer
Sept. 30, 2012	October 12, 2012	208 So. College Drive
Dec. 31, 2012	January 09, 2012	Cheyenne, WY 82002
		307-777-5383
		janelle.gellein@wyo.gov

Sweetwater Cnty SO	Award	ADJ	Sup #	Sup #	Expenditures	Available
Personnel	\$62,987.00					\$62,987.00
Fringe	\$22,045.00					\$22,045.00
	\$85,032.00					\$85,032.00

All billings will need to be completed on the Standard Form 269, along with the Detailed Expenditure Worksheet, (which are attachments as part of the Sub-Recipient Award) with supporting payroll documentation for payroll and fringe benefits. Again this year, we have added an Excel detailed billing summary spreadsheet, which will be emailed to all fiscal staff who prepares the reimbursement requests. Please provide the fiscal contact information and email address so that all documents can be sent via email. If your award includes any billing for equipment, original invoices need to be included. Please make sure that your invoices and Standard Form 269 have original signatures in blue ink.

We are requesting that all executed documents be returned to the above address no later than May 15, 2012

Once these reports have been received, reviewed and approved by DCI Deputy Director Kebin Haller, they will be forwarded to the Attorney General's fiscal office for inclusion in the consolidated Standard Form 269 due to RMHIDTA (30) days after the close of the quarter. Once the drawdown funds have been approved and received by the State of Wyoming your reimbursement checks will be issued.

We are requesting that any reprogramming requests be submitted to DCI no later than 5:00 PM October 12, 2012. All reprogramming requests will then be forwarded to Rocky Mountain HIDTA for review and consideration. It is important that this timeline be strictly adhered to, as we need to allow time for RMHIDTA to review and approve any requests, prior to the year end.

Should you have any questions, please feel free to contact me directly, Deputy Director Haller, or Janelle Gellein.

Sincerely,

A handwritten signature in black ink that reads "Forrest C. Bright". The signature is written in a cursive style with a large, stylized initial "F".

Forrest C. Bright, Director

SWEETWATER COUNTY SO - MASTER
 2012 HIDTA Grant #
 G12RM0012A
 Quarter, 2012
 For: INSERT NAME OF TFO

<u>Regular Hours Pay</u>		<u>35% Test of</u>						<u>Total</u>
<u>Period</u>	<u>Description</u>	<u>Totals</u>	<u>Percentage %</u>	<u>Regular Hours</u>	<u>Overtime</u>	<u>Other Pay</u>	<u>Total Taxes</u>	<u>Regular & OT & Other Pay</u>
	Regular Pay							
1/0/1900	FICA		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
1/0/1900	Medicare		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
1/0/1900	RETIREMENT		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
1/0/1900	Workers Comp		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
1/0/1900	Health Ins.		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
SUB TOTAL TAXES AND FRINGES							#DIV/0!	#DIV/0!
GRAND TOTALS							#DIV/0!	#DIV/0!
MONTHLY TOTALS								
1/0/1900 Regular Salary								
Max. 35% Reimb. on Taxes & Fringe								
TOTAL FOR: 1/0/1900				#DIV/0!	#DIV/0!	#DIV/0!		
MAXIMUM REIMBURSEMENT								
1/0/1900 Regular Salary								
Max. 35% Reimb. on Taxes & Fringe								
<hr/>								
<u>Regular Hours Pay</u>		<u>35% Test of</u>						<u>Total</u>
<u>Period</u>	<u>Description</u>	<u>Totals</u>	<u>Percentage %</u>	<u>Regular Hours</u>	<u>Overtime</u>	<u>Other Pay</u>	<u>Total Taxes</u>	<u>Regular & OT & Other Pay</u>
	Regular Pay							
1/0/1900	FICA		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
1/0/1900	Medicare		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
1/0/1900	RETIREMENT		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
1/0/1900	Workers Comp		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
1/0/1900	Health Ins.		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
SUB TOTAL TAXES AND FRINGES							#DIV/0!	#DIV/0!
GRAND TOTALS							#DIV/0!	#DIV/0!
MONTHLY TOTALS								
1/0/1900 Regular Salary								
Max. 35% Reimb. on Taxes & Fringe								
TOTAL FOR: 1/0/1900				#DIV/0!	#DIV/0!	#DIV/0!		
MAXIMUM REIMBURSEMENT								
1/0/1900 Regular Salary								
Max. 35% Reimb. on Taxes & Fringe								
<hr/>								
<u>Regular Hours Pay</u>		<u>35% Test of</u>						<u>Total</u>
<u>Period</u>	<u>Description</u>	<u>Totals</u>	<u>Percentage %</u>	<u>Regular Hours</u>	<u>Overtime</u>	<u>Other Pay</u>	<u>Total Taxes</u>	<u>Regular & OT & Other Pay</u>
	Regular Pay							
1/0/1900	FICA		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
1/0/1900	Medicare		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
1/0/1900	RETIREMENT		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
1/0/1900	Workers Comp		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
1/0/1900	Health Ins.		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
SUB TOTAL TAXES AND FRINGES							#DIV/0!	#DIV/0!
GRAND TOTALS							#DIV/0!	#DIV/0!
MONTHLY TOTALS								
1/0/1900 Regular Salary								
Max. 35% Reimb. on Taxes & Fringe								
TOTAL FOR: 1/0/1900				#DIV/0!	#DIV/0!	#DIV/0!		
MAXIMUM REIMBURSEMENT								
1/0/1900 Regular Salary								
Max. 35% Reimb. on Taxes & Fringe								

SWEETWATER COUNTY SO - MASTER

2012 HIDTA Grant #

G12RM0012A

____ Quarter, 2012

For: INSERT NAME OF TFO

<u>Regular Hours Pay</u>		<u>35% Test of</u>						<u>Total</u>
<u>Period</u>	<u>Description</u>	<u>Totals</u>	<u>Percentage %</u>	<u>Regular Hours</u>	<u>Overtime</u>	<u>Other Pay</u>	<u>Total Taxes</u>	<u>Regular & OT & Other Pay</u>
Submitted By: _____				Date: _____				
Printed Name _____								
<u>HIDTA</u>	<u>BUDGET</u>	<u>2012 1st Qtr</u>	<u>2012 2nd Qtr</u>	<u>2012 3rd Qtr</u>	<u>2012 4th Qtr</u>	<u>BALANCE</u>		
Personnel	62,987.00	-	-	-	-	62,987.00		
Fringe & Taxes	22,045.00	-	-	-	-	22,045.00		
TOTAL	85,032.00	-	-	-	-	85,032.00		
Verified By: Janelle K. Gellein * Div. Fiscal Officer DCI				Date: _____				

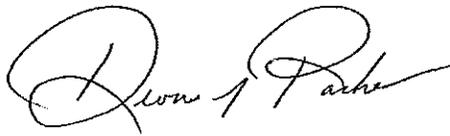
Pyramid Communications

- 34 Vehicular Repeater (150-174) Mhz, 15 kHz	\$ 1,375.00	x 34	= \$ 46,750.00
- 34 Pre-selector (150-174) Mhz, Factory Tuned	\$ 315.00	x 34	= \$ 10,710.00
- 34 Dual Notch Filter (150-174) MHz, Factory Tuned	\$ 315.00	x 34	= \$ 10,710.00
- 34 SVR-200/Motorola XTL 5000/PM 1500 High Power Interface Cable	\$ 150.00	x 34	= \$ 5,100.00

Total: Unit Price: \$ 2,155.00 = \$ 73,270.00

VHF Frequency and License for Repeater

Cara Enterprises \$500.00 = \$500.00



Dwane J. Pacheco, Commander

To: Sweetwater County Commissioners
 From: Krisena Marchal
 Subject: BOCC Meeting 6/19/12
 Sheriff's Office Agenda Item for "Rock Springs Police Department Purchase from DHS Monies"

Executive Summary:

Sweetwater County executed a FY 2010 Homeland Security Grant (10-GPD-SWE-SC-HSG10) in the amount of \$167,548.49 on 3/15/11. It must be expended by 5/31/13.

The grant award was split at the local level and purchases are conducted through the Sweetwater County Purchasing Department. While the items purchased for the Cities of Rock Springs and Green River and not included in the County's inventory or list of assets, a master Homeland Security Inventory is managed by the Sweetwater County Sheriff's Office.

The City of Rock Springs is requesting to utilize its available balance for the purchase of 34 in-car repeaters. The purchase would also require a transfer of \$16,125 from Sweetwater County's balance to the City of Rock Springs due to a prior arrangement.

The grant split is detailed below:

FY 2010 Homeland Security Grant Program Budget

	Grant Split (Determined Locally)	% of Total Award	Current Balance	Approved Project
Sweetwater County	40,211.65	24%	27,748.95	Pyramid repeaters, mobile radios, water rescue equipment, video ray manipulator
City of Rock Springs	75,396.82	45%	53,068.12	Panasonic arbitrators
City of Green River	51,940.02	31%	0	WyoLINK radios
	\$167,548.49	100%	\$80,817.07	\$95,392

Recommendation:

Since the County is the official fiscal agent for grant awards and contracts, the current policy requires that grant projects be detailed and approved by the County Commission prior to expending the grant funding. Staff recommends approval of the request but notes that the Sweetwater County approved project uses will not have adequate grant funding under the FY 2010 Homeland Security award due to the \$16,125 transfer.

Action Requested: Motion to approve the City of Rock Springs' request to transfer \$16,125 from Sweetwater County's allocated FY 2010 Homeland Security Grant appropriation and to approve the purchase of repeaters for the City of Rock Springs.

Premier Vehicle Installation, Inc

3038 So, Specialty Circle
Suite C
South Salt Lake, UT 84115

Estimate

Date	Estimate #
1/21/2012	4439

Name / Address
Rock Springs Police PD Dwane Pachecko 221 C. Street Rock Springs, WY 82901

P.O. No.	Terms	Project

Item	Description	Qty	Cost	Total
Install Labor	Install Pyramid Repeater --	25	220.00	5,500.00
Total				\$5,500.00

Phone #	Fax #	E-mail
801 - 478-3062	801 - 478-3064	premiervi@earthlink.net

Signature _____

WIRELESS ADVANCED COMMUNICATIONS

3901 West Service Road
 Evans, CO 80620
 (970) 330-9415

QUOTE

This Quote is Valid For 30 Days

Ship To:
 ROCK SPRINGS POLICE DEPT
 221 C. STREET
 ROCK SPRINGS WY 82901

Bill To: Phone #: 307-352-1581
 ROCK SPRINGS POLICE DEPT
 221 C. STREET
 ROCK SPRINGS WY 82901

Printed	Order#/Dt	Customer#	Customer P.O.	Terms	SalesPerson
01/11/12	219841 01/10/12	1612	ADDING VHF PYRAMID REPEATERS TO EXISTING UNIT	Net 30	United Parcel DB

QTY	PART#	ITEM/DESCRIPTION	UNIT PRICE	AMOUNT
***** QUOTATION *****				
32	SVR-200	SINGLE CHANNEL IN-BAND REPEATER	949.000	30,368.00
32	BRF-1602	NOTCH FILTER	237.50	7,600.00
32	BPF-1604	VHF IN -BAND PRESELECTOR 173.225	239.000	7,648.00
32	NMOKHFUD	MOUNT, MOBILE ANTENNA MOTOROLA STYLE	15.00	480.00
160	RFT-1202-2	TNC CONNECTOR	3.000	480.00
32	7505-10-104	SVR-200/MOTOROLA XTL5000/ PM1500 HIG	125.00	4,000.00
32	TGB-34	3/4" L BRACKET CHROME	6.000	192.00
32	0183938B03	ANTENNA ROD, 152-162MHZ CF : 0.00000	2.450	78.40
32	INS	INSTALLATION	255.000	8,160.00
32	INS	RADIO TECH TIME	190.000	6,080.00
Subtotal				65,086.40
Tax #: 83-60000-88				
Quote Total				65,086.40

Customer Signature: _____
 Purchase Order # _____

Date: _____
 Date: _____

Comments: _____



Your signature indicates approval for Wireless Advanced Communications to order the equipment listed above. Terms of the sale are Net 30. A finance charge of 1 1/2% per month will be assessed on all invoices 30 days past due.

Two-Way Radio Sales Proposal

Date: January 20, 2012



4910 South Warehouse Road
Salt Lake City, Utah 84118
Phone: 801-966-7500
Fax: 801-966-8543
www.peakmobile.com

To:
Premier Vehicle Installation
Attn: Jim Trickett
Phone: 801-478-3062
E-mail: premiervi@earthlink.net

NOTES:

SALESPERSON: Pam Archuleta

I am pleased to quote the following equipment and services:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
25	SVR-200 Single Channel In-Band Repeater	1,010.00	25,250.00
25	BRF-1602 Notch Filter	304.00	7,600.00
25	BPF-1604 VHF In-Band Preselector 173.225	304.00	7,600.00
25	Mount Mobile Antenna Motorola Style	12.00	300.00
125	RTF-1202-2 TNC Connector	4.95	618.75
25	7505-10-104 SVR-200 Motorola XLT-5000 PM1500 HIG	160.00	4,000.00
25	TGB-34 Bracket	4.00	100.00
25	0183938B03 Antenna Rod, 152-162Mhz	8.00	200.00
1	Lot Programming and Tuning (In house programming, SLC, UT)	1,000.00	1,000.00

THIS PROPOSAL IS VALID FOR 30 DAYS.

SUBTOTAL	46,668.75
SALES TAX RATE %	0.000%
SALES TAX	0.00
SHIPPING & HANDLING	
TOTAL PRICE	\$46,668.75

Thank you for your interest in Peak Mobile Communication's products and services. If you have any questions regarding this quotation or would like to place an order, please contact us at your convenience.

Printed on January 20, 2012 10:12 AM

Quote

<i>DATE</i> 1/23/2012	<i>Quote #</i> 45995
<i>Payment Terms</i> Net 30	<i>Expiration Date</i> 2/22/2012
<i>Representative</i> PC	<i>Ship Via</i> UPS
<i>Account #</i>	<i>F.O.B.</i> H. B.

15182 Triton Lane Suite #102
Huntington Beach, CA 92649
714-901-5462 Fax: 714-901-5472

Web Site
www.pyramidcomm.com
E-mail
gary@pyramidcomm.com

NAME / ADDRESS

Rock Springs Police Department
221 C. Street
Rock Springs, WY 82901

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>QTY</i>	<i>COST</i>	<i>TOTAL</i>
SVR-200VBN	Vehicular Repeater (150-174) MHz, 15 kHz	25	1,375.00	34,375.00
BPF-1604	Pre-selector (150-174) MHz, Factory Tuned	25	315.00	7,875.00
BRF-1602	Dual Notch Filter (150-174) MHz, Factory Tuned	25	315.00	7,875.00
7505-10-1045	SVR-200/Motorola XTL 5000/PM1500 High Power Interface Cable	25	150.00	3,750.00

(0.0%)

\$0.00

TOTAL

\$53,875.00

Signature _____

To: Sweetwater County Commissioners
From: Krisena Marchal
Subject: BOCC Meeting 6/19/12
 Sheriff's Office Agenda Item for "FY 2011 Homeland Security Grant Monies"

Executive Summary:

Sweetwater County was awarded: (1) a FY 2011 Homeland Security Grant (HSGP) in the amount of \$104,371.45; and (2) a FY 2011 Law Enforcement and Terrorism Prevention Activities (LETPA) grant in the amount of \$35,703.11. The two grants must be expended by 3/31/14.

The FY 2011 HSGP grant is split between Sweetwater County and the Cities of Rock Springs and Green River based on population in an arrangement made numerous years ago. Sweetwater County's portion would total \$25,049.15. The Cities of Rock Springs and Green River have not yet determined their project uses.

The Sweetwater County Sheriff's Office is requesting to purchase software and training as described in their agenda submittal to be charged to 4 different grants: FY 2010 HSGP; FY 2010 LETPA; FY 2011 HSGP and FY 2011 LETPA. The total cost is approximately \$51,564.

The purchase split is detailed below:

	Grant Allocation	Current Balance	Approved Project
FY 2010 HSGP	40,211.65	11,623.95 (Based on \$16,125 to Rock Springs)	Pyramid repeaters, mobile radios, water rescue equipment, video ray manipulator [Request is to change the approved use]
FY 2010 LEPTA	36,477.10	4,825.79	Portable and mobile WyoLINK radios [Request is to change the approved use]
FY 2011 HSGP	25,049.15	25,049.15	None to date
FY 2011 LETPA	35,703.11	10,065.11	None to date
	\$101,737.90	\$41,582.72	

Recommendation:

Staff recommends approval of the requested purchase and a maximum budget of \$26,000 under the new FY 2011 HSGP grant agreement and \$11,000 under FY 2011 LETPA to adhere to County policy. Additional expenditures would have to be approved by the County Commission prior to increasing the grant budget to the maximum award.

Staff also recommends creating a Memorandum of Understanding to clarify the requirements from each entity and to update the percentage split to reflect the 2010 Census data.

Action Requested: Motion to approve, and have the Chairman sign, the FY 2011 HSGP grant and FY 2011 LETPA agreements and approve expenditures for the software and training up to \$26,000 under FY 2011 HSGP and \$11,000 under FY 2011 LETPA.

Sweetwater County Sheriff

RICH HASKELL SHERIFF

731 C STREET, SUITE 234

ROCK SPRINGS, WY 82901

(307) 922-5303

CRAIG JACKSON COLONEL

(307) 922-5301

(307) 352-6815 (FAX)

EMAIL: scso@sweet.wy.us

TO: Colonel Jackson
FROM: Lieutenant Love
DATE: June 13, 2012
SUBJECT: Mobile Data Terminal Hardware Quotes

Attached to this memo are three quotes from three separate vendors who specialize in equipping and installing various communications, lighting and hardware for law enforcement vehicles. The Sweetwater County Sheriff's Office will assume all monetary liability for the maintenance and / or replacement for all mobile data terminal equipment purchased with Homeland Security grant monies.

WIRELESS ADVANCED COMMUNICATIONS

PRODUCT	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
DS-DELL-221	DELL E6420 DOCKING STATION	26	\$579.00/EA	\$15,054.00
PGK-PSM-211	PKG, BASE, HDM, W/SHORT HANDLE	26	\$387.00/EA	\$10,062.00
DE2045-1320	LIND DC POWER ADAPTER FOR DELL	26	\$119.95/EA	\$3118.70
C-HDM-401	OPTIONAL SUPPORT ARM	26	\$40.01/EA	\$1040.26
DS-DA-408	SCREEN SUPPORT	26	\$45.99/EA	\$1195.74
INS	INSTALLATION	26	\$225.00/EA	\$5850.00

GRAND TOTAL: \$36,320



Quote: 242

Page: 1/2

SHERIFF RICH HASKELL
SWEETWATER COUNTY SHERIFF
731 "C" ST
SUITE 234
ROCK SPRINGS WY 82901

Date: May 31, 2012
Valid To: Jun 2, 2012
Request Date: Jun 2, 2012
Customer Number: C1527

Contact: DEAN G BARRERE

C-HDM-401
Optional Support arm x 26 @ 1,040.25
DS-DA-408 Screen Support x 26 @ 119.574

Dear Sir or Madam,
Thank you for your interest. We offer the following items:

Line	Product	Description	Quantity	Net Price	Net Value
10	DS-DELL-221	DEVMT,DOCKST,DELL,E6420,ATG,	1 Each	579.00 USD / 1 Each	579.00 USD
20	PKG-PSM-211	PKG,BASE,VMT,HDM,W-SHRTHNDL,RAM,03-12,	1 Each	387.00 USD / 1 Each	387.00 USD
30	DE2045-1320	LIND DC POWER ADAPTER FOR DELL	1 Each	119.95 USD / 1 Each	119.95 USD
40	NMOKHFUD	3/4" 17 FOOT RG-58/U CO-AXIAL	1 Each	15.00 USD / 1 Each	15.00 USD
50	ETRAB821/18503	Cell/ PCS Phantom Ant, Bk	1 Each	32.00 USD / 1 Each	32.00 USD
60	RFT-1202-2	TNC CONNECTOR	1 Each	2.00 USD / 1 Each	2.00 USD
70	INS	Installation	1 Each	225.00 USD / 1 Each	225.00 USD

x 26
15,054
x 26
10,062
3,118.70
x 26
5,850.00

Total Item Net Value
Total

\$ 36,320

1,359.95 USD
1,359.95 USD

Payment Terms: 30 days net

~~36,320~~
34,084.70

WIRELESS ADVANCED COMMUNICATIONS INC
WWW.WIRADCOM.COM

COLORADO
3901 WEST SERVICE ROAD
EVANS, CO 80620
TOLL FREE: 800-456-0247
FAX: 970-330-3632

WYOMING
1240 WEST COLLINS DRIVE
CASPER, WY 82604
TOLL FREE: 800-456-0247
FAX: 307-265-2935

VEHICLE LIGHTING SOLUTIONS

PRODUCT	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
DS-DELL-221	DELL E6420 DOCKING STATION	26	\$599.99/EA	\$15,599.74
PGK-PSM-111	HAVIS MOUNTING BASE PACKAGE, HEAVY DUTY, CHEVROLET TAHOE/SILVERADO	26	\$172.92/EA	\$4495.92
DE2045-1320	LIND DC POWER ADAPTER FOR DELL	26	\$119.95/EA	\$3118.70
C-HDM-401	OPTIONAL SUPPORT ARM	26	\$40.01/EA	\$1040.26
DS-DA-408	SCREEN SUPPORT	26	\$45.99/EA	\$1195.74
INS	INSTALLATION	1	\$3500.00	\$3500.00

GRAND TOTAL: \$28,949.66



Vehicle Lighting Solutions, Inc.

Quotation

Date	Quotation #
3/20/12	4809

Customer
Sweetwater County Sheriff's Office 731 C Street Suite 234 Rock Springs, WY 82901

		Vehicle Type	Rep	Terms	FOB
		multi	JR	Net 30	Origin
Item	Description	Qty	Unit Price	Total	
Misc	Havis Mounting Base Package, Vehicle mount kit, Heavy duty mount, Chevrolet Tahoe, Silverado	26	172.92	4,495.92T	
PKG-PSM-111	Havis Mounting Base Package, Vehicle mount kit, Heavy duty mount, Dodge Ram Pickup, 03-11	26	171.89	4,469.14T	
Misc	Havis Model# DS-DELL-221, Device Mount, Cradle, Dell, E6420, ATG- NO ELECTRONICS.	26	171.79	4,466.54T	
C-HDM-401	Optional support arm for PKG-PSM vehicle bases listed above	26	40.01	1,040.26T	
Misc	Havis Model# DS-DA-408, Optional screen support for DS-Dell-200 Series for Dell ATG	26	45.99	1,195.74T	
Misc	Optional Full Feature Dock, Substitute for Model DS-DELL-221 Above			15,599.71T	
Misc	Havis Model# DS-DELL-223, Device Mount, Docking station, Dell, E6420, ATG- FULL FEATURE DOCK	0	599.99	0.00T	
Labor	Shop Labor- On Site Installation, Rock Springs Wyoming for 26 Units. Installation expected to be completed in one day. Sales Tax Exempt	1	3,500.00	3,500.00T	
	DE-20x15-1320 Lind DC Power adapter	26	0.00%	0.00	
				\$	3,118.70
Prices good for 30 days.				Total	\$19,167.60

12577 South 265 West ~ Suite 1A ~ Draper, Utah 84020 ~ Phone (801) 676-4983
Fax (801) 676-4993 ~ Toll Free (800) 748-4484

\$ 20,949.66

Premier Vehicle Installation, Inc

3038 So, Specialty Circle
 Suite C
 South Salt Lake, UT 84115

Estimate

Date	Estimate #
6/4/2012	4993

Name / Address
Sweetwater County Sheriff's Office Rock Springs County Building 731 "C" Street, Suite 234 Rock Springs, WY 82901

Failed to include a complete estimate of equipment that I provided for them twice. Therefore the numbers and equipment listed below is not accurate.

P.O. No.	Terms	Project

Item	Description	Qty	Cost	Total
PKG-PSM-102	Package, Mounting base, Vehicle mount kit, Heavy duty mount, Chevrolet Tahoe/GMC Yukon 00-11	1	208.30	208.30
DS-DBLL-223	Device Mount, Cradle, Dell, E6420, ATG	1	207.00	207.00
C-HDM-401	Side Mount Support Arm	1	52.00	52.00
DS-DA-408	Docking Station Screen Support, 10.5" High, Fits Numerous Devices	1	55.55	55.55
Install Labor	Install Labor-- Install Computer Stand and Docking Station and power supply at Customers Location If Things are mounted on the side of the consoles that would need to be relocated to mount the computer stand there will be additional time added.	1	75.00	75.00
LPS-105	It's my understanding that this dock has no electronics in it. Therefore you will need a power source for the laptop. I would recommend a Ltd power supply Power supply, External mount, 90 Watt, Cable, 36 Inch, Dell Price is per vehicle	1	148.15	148.15
			Total	\$746.00

Phone #	Fax #	E-mail
801 - 478-3062	801 - 478-3064	jintpyt@gmail.com

Signature _____



Quote Number	Date
05242012	May 24, 2012

Bill To:

Sweetwater County Government
 731 C Street
 Sweetwater County Sheriff's Office c/o Mike Cooke
 Rock Springs, WY 82901 US

Deliver To:

Sweetwater County Government
 731 C Street
 Suite 115 PO Box 4
 Rock Springs, WY 82901 US
 Contact: Mike Cooke
 Phone:307-872-3955

Item Number	Description	Commercial Price	Sweetwater County's Price
CI256IPWPERP	IMPACT 256 IP WORKSPACE RESTRICTED PERPETUAL LICENSE (includes first year maintenance of 18%)	\$63,720.00	\$38,232.00
ANNUAL MAINTENANCE FEE	18% MAINTENANCE FEE DUE ANNUALLY FROM DATE OF PURCHASE	\$9,720.00	\$5,832.00
CICPTngClass	Recommended: Two-Day Onsite CICP Training. \$7,500 per class. Up to five attendees.		\$7,500.00
		Total ▶	USD\$45,732.00

THIS QUOTATION IS GOVERNED BY AND SUBJECT TO THE TERMS AND CONDITIONS OF THE THEN CURRENT CORE SECURITY TECHNOLOGIES END USER LICENSE AGREEMENT. THIS QUOTATION IS VALID FOR PURCHASE ON OR BEFORE JUNE 29, 2012.

- **License Term:** The license term is set forth above.
- **Delivery:** Delivery of the Software Programs shall automatically occur upon delivery of the Software Programs when made available via download and/or shipment of the CD, FOB Core's facility.
- **Maintenance and Support Services:** Services are provided pursuant to Core's then current maintenance and support policies and include new and updated exploits and modules, and new Software Programs' versions; telephone and email support Monday-Friday, 7:00am-7:00pm Eastern Time (US), excluding major US holidays; 24x7 access to online customer service portal; and unlimited access to weekly web-based product training.
- **Payment Terms and Taxes:** Subject to credit approval by Core, payment is in accordance with the payment terms above in US Dollars. A late payment charge of one and one-half percent (1½%) per month, or the maximum allowed by law, shall be assessed on all overdue amounts. Licensee shall pay Core's costs of collection including, but not limited to attorneys' fees. Except for taxes based on Core's net income, Licensee shall pay any applicable domestic or international sales, use, value-added, income retention or other similar taxes, duties or assessments, or amounts levied in lieu of such taxes, now or later imposed. Sales tax may apply to companies located in CA, GA, IL, MD, MA, MN, NJ, NY, NC, PA, TX, VA, WA, and the District of Columbia. Such taxes shall apply unless Licensee provides Core with a valid exemption certificate.
- **Reinstatement Fee:** In the event that Licensee does not elect to extend the license term for a renewal period commencing on the expiration of such license term set forth above, a reinstatement fee of ten (10%) percent of the applicable Software Programs' license fee shall be assessed by Core upon the date of any renewal by Licensee after such expiration date.
- **Purchase Order:** Please fax your purchase order, executed by a duly authorized representative, to my attention at: 617-399-6987. Core's Federal Tax ID# is: 113630320
- **Training Class Terms:**
 - Fees for training classes must be prepaid in order to attend the class
 - If training class is purchased but not fulfilled within a year of this agreement, then the training class and funds will be forfeited.
 - CICP Certification: upon successful completion of exam, certification is valid for 2 years.

If you have any questions, please do not hesitate to contact me at any time. We appreciate your continued business.

Sincerely,
 Patrick Curran
 Western Region Account Executive - (617) 695-1125 - pcurran@coresecurity.com

41 FARNSWORTH STREET • BOSTON, MA 02210
PHONE (617) 399-6980 • FAX (617) 399-6987 • WWW.CORESECURITY.COM

C.B.
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Matthew H. Mead
Governor

Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017

Website: www.wyohomelandsecurity.state.wy.us

Herschler Bldg., First Floor East, 122 W. 25th St., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron
Director

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Grant Program (SHSP) Fiscal Year 2011

Political Subdivision: Sweetwater County
Award Amount: \$104,371.45
Award Period: September 1, 2011 through March 31, 2014
CFDA #: 97.067
DHS Grant Code: EMW-2011-SS-0142-S01
Project ID: 11-GPD-SWE-SC-HSG11

- Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is Herschler Bldg, 1st Floor East, 122 West 25th Street, Cheyenne, WY 82002-0001 [Homeland Security] and **Sweetwater County**, whose mailing address 80 West Flaming Gorge Way Ste 109, Green River, WY 82935 [Subrecipient].
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
- Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2011 U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Homeland Security Grant Program (HSGP), as authorized by the Department of Homeland Security Appropriations Act of 2007, subject to the provisions of Public Law 108-7 (February 20, 2003).
- Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from August 1, 2011 through March 31, 2014. The total amount of this Grant is **\$104,371.45**.

5. **Federal Grant References:** The Fiscal Year 2011 HSGP Program Guidelines [Program Guidelines] can be found at www.fema.gov, or www.wyohomelandsecurity.state.wy.us.
6. **Purpose of Grant Award:** The **State Homeland Security Program (SHSP)** supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the *National Preparedness Guidelines*, the *National Incident Management System (NIMS)*, the *National Response Framework (NRF)* the *National Strategy for Information Sharing*, and the *National Infrastructure Protection Plan (NIPP)*.

The Citizen Corp Program (CCP) mission is to bring community and government leaders together to coordinate the involvement of community members and organization in emergency preparedness, planning, mitigation, response, and recovery.

7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed **\$104,371.45 (one hundred four thousand three hundred seventy one dollars and forty five cents)**. No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Payment Request Form, provided the expenditures comply with the FY2011 Program Guidelines, the authorized expenditures listed in Appendix A of the Program Guidelines, and all applicable federal and state laws.
8. **Responsibilities of Subrecipient:** Subrecipient agrees to and acknowledges the following limitations and special conditions:
- a. Subrecipient must be familiar with all the requirements and restrictions of the Program Guidance, including:
- (1). Subrecipient must be familiar with the 2011 HSGP objectives and priorities identified in the FY 2011 Homeland Security Grant Program guidance which can be found at www.fema.gov, or www.wyohomelandsecurity.state.wy.us.
 - (2) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Homeland Security Grant Program (HSGP) Guidance and Application Kit. Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2011 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Program Guidelines unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
 - (3) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security (DHS), Office for Domestic Preparedness (ODP), Fiscal Year 2011 Homeland Security Exercise and Evaluation Program (HSEEP) guidance.
 - (4) Subrecipient agrees to comply with the financial and administrative requirements set

forth in the current edition of the Office of Grant Operations Financial Management Guide.

- (5) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
- (6) Subrecipient further agrees to comply with the standards put forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
- (7) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in OMB Circular A-102. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds.
- (8) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: **“Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security.”** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: “This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS.” Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and WOHS regarding any patent rights that arise from, or are purchased with, this Grant.
- (9) Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or GPD, and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
- (10) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.
- (11) The Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.
- (12) Subrecipient understands and agrees that it cannot use any federal funds, either directly or

indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Grants and Training.

- (13) When implementing NPD-funded activities, the Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
 - (14) The Subrecipient may only fund Investments that were included in the FY 2011 Investment Justification that was submitted to DHS and evaluated through the peer review process.
 - (15) Subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System).
 - (16) Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." Failure of the Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- b. This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
 - c. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
 - d. As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5) and the Program Guidelines, Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the NRP and the NIMS implementation guidelines. If applicable, Subrecipient shall ensure that EMPG strategic goals, objectives, operational capabilities, and resource requirements adequately incorporate and reflect the State Homeland Security Strategy. Subrecipient must coordinate EMPG program strategic goals and objectives with State Operational Plans and Procedures.

- e. State, local, and tribal entities shall be fully compliant with NIMS (National Incident Management) by the end of FY 2006 (September 30, 2006). Entities will be required to meet the FY 2009 NIMS implementation requirements as a condition of receiving federal preparedness funding assistance in FY 2009.
- f. State Initiatives focus on building and sustaining programs and capabilities within and across state boundaries, while aligning with the Goal and National Priorities. Capabilities should be strategically located to maximize the return on preparedness investments, and all available funding sources (federal, state, local, and private) should contribute to building and sustaining these capabilities. Grant funds shall be expended on any or all of the following FY 2011 State Initiatives:
 - (1) WYOLINK Interoperability Initiative
 - (2) Wyoming Community Preparedness/Citizen Corp Program
 - (3) Regional Response Teams
 - (4) Wyoming Improvised Explosive Detection and Response
 - (5) Wyoming Critical Infrastructure Protection/Geospatial Initiative
- g. **Subrecipient's quarterly progress reports through March 31, June 30, September 30, and December 31 must be submitted to the Wyoming Office of Homeland Security by April 10, July 10, October 10, and January 10, respectively. Quarterly reports will cover all items listed in the Program Guidelines on page 6. Quarterly report forms will be located on the WOHS website at: <http://wyohomelandsecurity.state.wy.us>**

9. **Responsibilities of Homeland Security:**

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

10. **Special Provisions:**

- a. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements.
- b. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (2 CFR § Part 225).
- c. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549, Debarment and Suspension and CFR 44 § Part 17 or are on the disbarred vendors list at www.epls.gov.
- d. **Disadvantaged Business Requirement:** To the extent Subrecipients use contractors or subcontractors, such subrecipients shall use small, minority, women-owned or disadvantaged

- business concerns and contractors or subcontractors to the extent practicable.
- e. **Drug-Free Workplace:** The Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented at 44 CFR § Part 17, Subpart F.
 - f. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per A-97, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
 - g. **Environmental and Historic Preservation Requirements:** Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the State or FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of the State and FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction and notify the State and FEMA and the appropriate State Historic Preservation Office. **Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.** Additional information can be found at <http://ojp.usdoj.gov/odp/docs/info271.pdf> and <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm>.
 - h. **Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
 - i. **Freedom of Information Act:** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations

concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult State and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.

- j. **Human Trafficking:** As required by 22 U.S.C. 7104(g) and 2 CFR § Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
 - (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or subawards under the award.
- k. **Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes. Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.
- l. **Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- m. **Limitations on Lobbying Activities:** By signing this agreement, Subrecipient agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by Subrecipient in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. Further, Subrecipient may not use any federal funds, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
- n. **Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, subrecipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at www.lep.gov.
- o. **Monitoring Activities:** Homeland Security shall have the right to monitor all Grant related activities of Subrecipient. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Subrecipient personnel in every phase of performance of Grant related work.
- p. **National Preparedness Reporting Compliance:** Subrecipients must agree to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability Office.

- q. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- r. **Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.
- s. **Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.
- t. **Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
- u. **Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Wyoming Office of Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
- v. **Technology Requirements:**
 - (a) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.
 - (b) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.
 - (c) Subrecipients are encouraged to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.

11. General Provisions:

- a. **Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- b. **Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- c. **Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- d. **Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed

by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Homeland Security to terminate this Grant to acquire similar services from another party.

- e. **Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- f. **Compliance with Law:** The Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- g. **Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- h. **Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- i. **Entirety of Grant:** This Grant, consisting of eleven (11) pages plus Attachment One, Point-of-Contact Information Form, consisting of one (1) page; which is attached and incorporation herein; represent the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- j. **Ethics:** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Subrecipient's profession.
- k. **Force Majeure:** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- l. **Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- m. **Independent Subrecipient:** Subrecipient shall function as an independent contractor for the purposes of this Grant, and Subrecipient or its agents and/or employees shall not be considered employees of the State of Wyoming for any purpose. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Grant, and shall be solely responsible for the payment of all Federal, State and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing Subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or Homeland Security, or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. Subrecipient agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or its agents and/or employees as a result of this Grant.

- n. **Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent State statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
- o. **Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail, facsimile, e-mail, or delivery in person.
- p. **Patent or Copyright Protection:** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Subrecipient will violate any such restriction.
- q. **Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- r. **Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- s. **Sovereign Immunity:** The State of Wyoming and Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law. Subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
- t. **Taxes:** Subrecipient shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- u. **Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.
- v. **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.
- w. **Time is of the Essence:** Time is of the essence in all provisions of this Grant.
- x. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
- y. **Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach.

“THIS SPACE INTENTIONALLY LEFT BLANK”

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

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

HOMELAND SECURITY

Guy Cameron, Director

Date

SWEETWATER COUNTY

Mr. Wally Johnson
County Commission, Chair

Date

Attested by: County Clerk

Date

Approved as to Form:

County Attorney

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



S. Jane Caton, Senior Assistant Attorney General



Date

Attachments:

1. Point of Contact Information Form.

CB
1/20/12



Matthew H. Mead
Governor

Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017

Website: www.wyohomelandsecurity.state.wy.us

Herschler Bldg., First Floor East, 122 W. 25th St., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron
Director

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Grant Program (SHSP), Law Enforcement and Terrorism-oriented Prevention Activities (LETPA) Fiscal Year 2011

Political Subdivision: Sweetwater County
Award Amount: \$35,703.11
Award Period: September 1, 2011 through March 31, 2014
CFDA #: 97.067
DHS Grant Code: EMW-2011-SS-0142-S01
Project ID: 11-GPD-SWE-LS-HLE11

- Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is Herschler Bldg, 1st Floor East, 122 West 25th Street, Cheyenne, WY 82002-0001 [Homeland Security] and **Sweetwater County**, whose mailing address 731 C St., Ste. 234, Rock Springs, WY 82901 and is the financial administrator for the **Sweetwater County Sheriff's Office**. [Subrecipient].
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant using the Point of Contact Information Form attached and incorporated herein as Attachment 1, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
- Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2011 U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Homeland Security Grant Program (HSGP), as authorized by the Department of Homeland Security Appropriations Act of 2007, subject to the provisions of Public Law 108-7 (February 20, 2003).
- Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from August 1, 2011 through March 31, 2014. The total amount of this Grant is **\$35,703.11**.

5. **Federal Grant References:** The Fiscal Year 2011 HSGP Program Guidelines [Program Guidelines] can be found at www.fema.gov, or www.wyohomelandsecurity.state.wy.us.
6. **Purpose of Grant Award:** *SHSP (State Homeland Security Program)* supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the *National Preparedness Guidelines*, the *National Incident Management System (NIMS)*, the *National Response Framework (NRF)* the *National Strategy for Information Sharing*, and the *National Infrastructure Protection Plan (NIPP)*.

Law Enforcement Terrorism Prevention-oriented Activities (LETPA) funds are dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed **\$35,703.11 (thirty five thousand seven hundred three dollars and eleven cents)**. No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Payment Request Form, provided the expenditures comply with the FY2011 Program Guidelines, the authorized expenditures listed in Appendix A of the Program Guidelines, and all applicable federal and state laws.
8. **Responsibilities of Subrecipient:** Subrecipient agrees to and acknowledges the following limitations and special conditions:
 - a. Subrecipient must be familiar with all the requirements and restrictions of the Program Guidance, including:
 - (1). Subrecipient must be familiar with the 2011 HSGP objectives and priorities identified in the FY 2011 Homeland Security Grant Program guidance which can be found at www.fema.gov, or www.wyohomelandsecurity.state.wy.us.
 - (2) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Homeland Security Grant Program (HSGP) Guidance and Application Kit. Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2011 application. Subrecipient may not use this Grant funding to purchase equipment not specifically authorized in the Program Guidelines unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
 - (3) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security (DHS), Office for Domestic Preparedness (ODP), Fiscal Year 2011 Homeland Security Exercise and Evaluation Program (HSEEP) guidance.

- (4) Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Grant Operations Financial Management Guide.
- (5) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
- (6) Subrecipient further agrees to comply with the standards put forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
- (7) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in OMB Circular A-102. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds.
- (8) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: **“Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security.”** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: “This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS.” Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and WOHS regarding any patent rights that arise from, or are purchased with, this Grant.
- (9) Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or GPD, and/or the authorized contractors thereof, to ensure the program goals; objectives, timelines, budgets and other related Grant criteria are being met.
- (10) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.
- (11) The Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.

- (12) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Grants and Training.
 - (13) When implementing NPD-funded activities, the Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
 - (14) The Subrecipient may only fund Investments that were included in the FY 2011 Investment Justification that was submitted to DHS and evaluated through the peer review process.
 - (15) Subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System).
 - (16) Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." Failure of the Subrecipient to meet Federal, State and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- b. This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
 - c. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
 - d. As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5) and the Program Guidelines, Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the NRP and the NIMS implementation guidelines. If applicable, Subrecipient shall ensure that EMPG strategic goals, objectives, operational capabilities, and resource requirements adequately incorporate and reflect the State Homeland Security Strategy. Subrecipient must coordinate EMPG program strategic

goals and objectives with State Operational Plans and Procedures.

- e. State, local, and tribal entities shall be fully compliant with NIMS (National Incident Management) by the end of FY 2006 (September 30, 2006). Entities will be required to meet the FY 2009 NIMS implementation requirements as a condition of receiving federal preparedness funding assistance in FY 2009.
- f. State Initiatives focus on building and sustaining programs and capabilities within and across state boundaries, while aligning with the Goal and National Priorities. Capabilities should be strategically located to maximize the return on preparedness investments, and all available funding sources (federal, State, local, and private) should contribute to building and sustaining these capabilities. Grant funds shall be expended on any or all of the following FY 2011 State Initiatives:
 - (1) WYOLINK Interoperability Initiative
 - (2) Wyoming Community Preparedness/Citizen Corp Program
 - (3) Regional Response Teams
 - (4) Wyoming Improvised Explosive Detection and Response
 - (5) Wyoming Critical Infrastructure Protection/Geospatial Initiative
- g. **Subrecipient's quarterly progress reports through March 31, June 30, September 30, and December 31 must be submitted to the Wyoming Office of Homeland Security by April 10, July 10, October 10, and January 10, respectively. Quarterly reports will cover all items listed in the Program Guidelines on page 6. Quarterly report forms will be located on the WOHS website at: <http://wyohomelandsecurity.state.wy.us>**

9. **Responsibilities of Homeland Security:**

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

10. **Special Provisions:**

- a. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of State or Federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with State or Federal requirements.
- b. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (2 CFR § Part 225).
- c. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency in accordance with Executive Order 12549, Debarment and Suspension and CFR 44 § Part 17 or are on the disbarred vendors list at www.epls.gov.
- d. **Disadvantaged Business Requirement:** To the extent Subrecipients use contractors or

- subcontractors, such subrecipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- e. **Drug-Free Workplace:** The Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented at 44 CFR § Part 17, Subpart F.
- f. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per A-97, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
- g. **Environmental and Historic Preservation Requirements:** Subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the State or FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the subrecipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of the State and FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction and notify the State and FEMA and the appropriate State Historic Preservation Office. **Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.** Additional information can be found at <http://ojp.usdoj.gov/odp/docs/info271.pdf> and <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm>.
- h. **Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in Federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- i. **Freedom of Information Act:** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to

requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult State and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.

- j. **Human Trafficking:** As required by 22 U.S.C. 7104(g) and 2 CFR § Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
 - (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or subawards under the award.
- k. **Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes. Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.
- l. **Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- m. **Limitations on Lobbying Activities:** By signing this agreement, Subrecipient agrees that, in accordance with Public Law 101-121, payments made from a Federal grant shall not be utilized by Subrecipient in connection with lobbying Congressmen, or any other Federal agency in connection with the award of a Federal grant, contract, cooperative agreement, or loan. Further, Subrecipient may not use any Federal funds, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
- n. **Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, subrecipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at www.lep.gov.
- o. **Monitoring Activities:** Homeland Security shall have the right to monitor all Grant related activities of Subrecipient. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Subrecipient personnel in every phase of performance of Grant related work.
- p. **National Preparedness Reporting Compliance:** Subrecipients must agree to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector

General, or the Government Accountability Office.

- q. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- r. **Nondiscrimination:** Subrecipient shall comply with all State and Federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.
- s. **Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of Federal funds under this agreement.
- t. **Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
- u. **Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Wyoming Office of Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
- v. **Technology Requirements:**
 - (a) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.
 - (b) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.
 - (c) Subrecipients are encouraged to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.

11. **General Provisions:**

- a. **Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- b. **Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The Courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- c. **Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- d. **Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this

obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Homeland Security to terminate this Grant to acquire similar services from another party.

- e. **Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- f. **Compliance with Law:** The Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- g. **Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- h. **Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- i. **Entirety of Grant:** This Grant, consisting of twelve (12) pages plus Attachment One, Point-of-Contact Information Form, consisting of one (1) page, and Attachment Two, Federal Grant Reference CD-ROM; represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- j. **Ethics:** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Subrecipient's profession.
- k. **Force Majeure:** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- l. **Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- m. **Independent Subrecipient:** Subrecipient shall function as an independent contractor for the purposes of this Grant, and Subrecipient or its agents and/or employees shall not be considered employees of the State of Wyoming for any purpose. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Grant, and shall be solely responsible for the payment of all Federal, State and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing Subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or Homeland Security, or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. Subrecipient agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or its agents and/or employees

- as a result of this Grant.
- n. **Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent State statutes and regulations, or Federal grant guidance, rules, regulations, and statutes.
 - o. **Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail, facsimile, e-mail, or delivery in person.
 - p. **Patent or Copyright Protection:** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Subrecipient will violate any such restriction.
 - q. **Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
 - r. **Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
 - s. **Sovereign Immunity:** The State of Wyoming and Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other State law. Subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
 - t. **Taxes:** Subrecipient shall pay all taxes and other such amounts required by Federal, State and local law, including but not limited to Federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
 - u. **Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.
 - v. **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.
 - w. **Time is of the Essence:** Time is of the essence in all provisions of this Grant.
 - x. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
 - y. **Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach.

“THIS SPACE INTENTIONALLY LEFT BLANK”

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

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

HOMELAND SECURITY

Guy Cameron, Director

Date

SWEETWATER COUNTY

Ms. Wally Johnson
County Commission, Chair

Date



Sheriff Rick Haskell

12-21-11

Date

Attested by: County Clerk

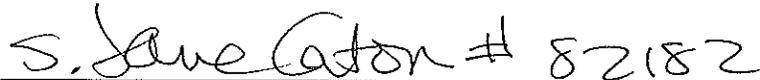
Date

Approved as to Form:

Town/City/County Attorney

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



S. Jane Caton, Senior Assistant Attorney General

12-8-11

Date

Attachments:

1. Point of Contact Information Form.

- 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.

Meeting Schedule

The Board of County Commissioners meets in regular session the first and third Tuesday of every month.

The meetings are open and the public is invited to attend.

The meetings are held in the commission meeting room.

80 West Flaming Gorge Way
Meeting Room #115
Green River, Wyoming

The following are meeting dates for 2012:

JANUARY 03, 2012

FEBRUARY 07, 2012

MARCH 06, 2012

APRIL 03, 2012

MAY 01, 2012

JUNE 05, 2012

JULY 03, 2012

AUGUST 07, 2012

SEPTEMBER 04, 2012

OCTOBER 02, 2012

NOVEMBER 06, 2012

DECEMBER 04, 2012

JANUARY 17, 2012

FEBRUARY 21, 2012

MARCH 20, 2012

APRIL 17, 2012

MAY 15, 2012

JUNE 19, 2012

JULY 17, 2012

AUGUST 21, 2012

SEPTEMBER 18, 2012

OCTOBER 16, 2012

NOVEMBER 20, 2012

DECEMBER 18, 2012