



- 10:25** F . Request the Acceptance of the FY 2012 Community Services Block Grant Set-Aside Award
- 10:30** G . Request the Approval of the 2011 Juvenile Accountability Block Grant (JABG) Contract
- 10:35** H . Request the Acceptance and Approval of the FY 2013 Services to Victims of Crime Grant Contract and Subgrantee Audit Requirements
- 10:40** I . Interlocal Agreement -Justice Assistance Grant (JAG) Program Award 2012
- 10:55** J . Request to Amend Homeland Security Grant Purchases
- 11:05** K . MOU between U of W and SWCO

**OTHER**

**11:20**

**EXECUTIVE SESSION(S) AS NEEDED**

**ADJOURN**

**Budget Workshop @ 1:30 p.m.**



June 19, 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**

*Commissioner West moved to approve the agenda. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

**Approval of Minutes 6-5-12**

*Commissioner Kolb moved to approve the minutes. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

*Commissioner Bailiff moved to amend the agenda to reflect that the budget amendments be completed before the approval of the acceptance of bills. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

**Public Hearing**

**Budget Amendment- County Clerk Elections**

Account Manager Bonnie Phillips presented Resolution 12-06-CL-05, Budget Amendment for County Clerk Elections. Chairman Johnson opened public comments. Hearing no comments, the hearing was closed. *Commissioner West moved to approve Resolution 12-06-CL-05. Commissioner Kolb seconded the motion.* Following discussion relative to the Carbon County bond election, the motion was approved unanimously.

**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.

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

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**Budget Amendment- Detention Center**

Account Manager Bonnie Phillips presented resolution 12-06-CL-04, Budget Amendment for Detention Center. Following discussion, Chairman Johnson opened public comments. Hearing no comments, the

hearing was closed. Chairman Johnson entertained a motion to approve Resolution 12-06-CL-04, Budget Amendment for the Sweetwater County Sheriff's Department. *Commissioner Bailiff so moved and authorizes the Chairman to sign. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

**RESOLUTION 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)
Detention Center – Operating	(\$16,000)
Detention Center – Operating	\$61,000

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

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

\_\_\_\_\_  
Gary Bailiff, Member

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

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

ATTEST:

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

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Reid O. West, Member

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**Budget Amendment- VSO**

Account Manager Bonnie Phillips presented resolution 12-06-CL-07, Budget Amendment for VSO. Following discussion, Chairman Johnson opened public comments. Hearing no comments, the hearing was closed. *Commissioner Van Matre moved to approve Resolution 12-06-CL-07. Commissioner West seconded the motion.* Following discussion, the motion was approved with Commissioner Kolb voting nay.

**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.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

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Gary Bailiff, Member

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John K. Kolb, Member

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Don Van Matre, Member

ATTEST:

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

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Reid O. West, Member

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**Acceptance of Bills**

**Approval of County Vouchers/Warrants, Monthly Reports**

Chairman Johnson entertained a motion to approve acceptance of county vouchers/warrants and monthly reports. *Commissioner West so moved. Commissioner Bailiff seconded the motion.* Following discussion, the motion was approved unanimously.

WARR#	NAME	DEPT	TOTAL
48976	Bridger Valley Electric Assn	Fire Marshal	27.67
7	Canon Financial Services	Coop Ext/4H	1,551.00
8	Capital Business Systems	Treas	19.49
9	Centurylink	Commiss, Clk, Treas, Comm Nur-Hom, Grants Proj, Shrf Dtn Mnt, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, Vet Services, Shrf Emg Mgt	94.27
48980	Centurylink	Commiss, Clk, Treas, Shrf, Co Atrny, GR Cir Court, IT Dept, Clk Dist Crt, Flt Veh Main, RS Off Bld A, Fire Marshal, Comm Nur-Hom	548.30
1	Centurylink	Assess, Juv Prob, Road & Bridg, Elect, Shrf Emg Mgt, RS Mnt/C Pur	2,576.12
2	City Of Green River	GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg, GR JV Maint	1,682.25
3	Purchase Power	Shrf Dtn Mnt	0.63
4	Questar Gas	GR JV Maint, GR Fcl Mt CH, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg	2,831.99
5	Rock Springs Municipal Ut	Fire Marshal, RS Rd & Brdg, RS Veh Maint, Thmpsn Bld A, RS Off Bld A, Att Bld 731C, Facil 731C C, Shrf Dtn Mnt, JV 731 Bld D, UNKNOWN DEPT	4,945.18
6	Rocky Mtn Power	Shrf Dtn Mnt, RS Mnt/C Pur, Comm Dev&Eng, RS R&B Lagoo, RS Rd & Brdg	7,145.62
7	Sweetwater Television Co	Shrf	28.50
8	Union Telephone Company Inc	Elect	43.31
9	USPS - Hasler	Gen Co Admin	8,000.00
48990	Wyoming Waste Services -	RS Veh Maint, RS Off Bld A, Thmpsn Bld A	499.39
1	Bridger Valley Electric Assn	Farson R & B	136.73
2	Centurylink	Commiss, Clk, Treas, Assess, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, IT Dept, GR Fcl Mt CH, Flt Veh Main, RS Off Bld A, Fire Marshal	1,223.20
3	Centurylink	Shrf, IT Dept, Clk Dist Crt, Road & Bridg, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, Shrf Emg Mgt, Comm Nur-Hom	2,306.70
4	Centurylink	Shrf	70.95
5	Questar Gas	GR Cir Court	56.18
6	Rocky Mtn Power	Comm Dev&Eng	24.54
7	Satcom Global Fze	Coroner	116.85
8	Sweetwater Television Co	Fire Marshal	31.86

9	Union Telephone Company Inc	Assess, Clk, Shrf Emg Mgt, Grants Admin, Land Use, Co Atrny, Road & Bridg, Clk Dist Crt, Commiss, GR Fcl Mt CH	457.56
49000	Union Telephone Company Inc	Coop Ext/4H, Co Atrny, Commiss, IT Dept, Coroner, GR Fcl Mt CH, Fire Marshal, Comm Dev&Eng, Purchasing, Road & Bridg, Juv Prob	2,888.60
1	Union Telephone Company Inc	Shrf	1,806.34
2	West Side Water & Sewer Dist	RS Mnt/C Pur	140.00
3	Wright Express Fsc	Flt Veh Main, Shrf	28,705.89
4	Wyoming Waste Services -	RS Mnt/C Pur, RS Rd & Brdg	292.73
5	Union Telephone Company Inc	Shrf Dtn Mnt	1,025.53
6	Union Telephone Company Inc	Vet Services	17.20
7	Ace Hardware	GR Fcl Mt CH, Purchasing, Shrf Dtn Mnt	339.40
8	Ace Hardware	GR Fcl Mt CH	515.88
9	Acom Solutions Inc	IT Dept	2,566.00
49010	Airgas Intermountain Inc	Shrf Emg Mgt	29.26
1	Alcohol & Drug Testing Serv	Shrf, Shrf Dtn Mnt	91.00
2	All Pro Turbo Lining	Flt Veh Main	800.00
3	Allen MDPC, Patrick C	Coroner	1,040.00
4	Auto Parts Unlimited	Flt Veh Main	467.73
5	Autospa Inc	Shrf, GR Fcl Mt CH	58.47
6	Battery Systems	GR Fcl Mt CH	7.96
7	Bentley Systems Inc	Comm Dev&Eng, Land Use	4,365.00
8	Best Western - The Inn At	Grants Proj	462.00
9	Bing Enterprize	GR Fcl Mt CH, Shrf Dtn Mnt	1,750.00
49020	Bloedorn Lumber	GR Fcl Mt CH	53.66
1	Brownells Inc	Shrf	121.51
2	Buckboard Marina	Shrf	158.70
3	Campbell, Dr Jacquelyn	Grants Proj	1,023.38
4	Carrier Corporation	Shrf Dtn Mnt, GR Fcl Mt CH	892.16
5	Carter, Matthew K	Road & Bridg	39.53
6	Casper Star Tribune	GR Fcl Mt CH	416.00
7	City Auto Sales	Shrf, Flt Veh Main	1,027.05
8	City Auto Sales	Flt Veh Main	568.97
9	City Of Green River	Animal Cntrl	545.00
49030	City Of Rock Springs	Animal Cntrl	2,005.32
1	CJ Signs	Shrf	30.00
2	Complete Carpet Care	GR Fcl Mt CH	4,005.00
3	Tyler Technologies Inc	Capital Proj	18,750.00
4	Contract Paper Group, Inc	Coop Ext/4H	384.12
5	Copier & Supply Co Inc	Purchasing, Land Use, Shrf, Clk Dist Crt, Commiss, Clk, Assess, Co Atrny, Shrf Dtn Mnt	2,473.74
6	Cornerstone Applications	Shrf	749.00
7	Corona Insights	Grants Proj	1,677.50
8	Culligan Bottled Water	GR Cir Court, Co Atrny	141.00
9	David E Arnold Law Office	Clk Dist Crt	480.00
49040	David E Arnold Law Office	Clk Dist Crt	1,290.00
1	David E Arnold Law Office	Clk Dist Crt	2,310.00
2	David E Arnold Law Office	Clk Dist Crt	4,340.00
3	David E Arnold Law Office	Clk Dist Crt	550.00
4	Davis, Steven Dale	Elect	33.30
5	Diversified Insurance Ben	Intr Gv Pool	3,000.00
6	Division Of Criminal Inve	Employee Ben	15.00
7	Division Of Victim Servc	Grants Proj	100.00
8	Edwards, Billie J	Co Atrny	49.95
9	Electrical Connections, Inc	GR Fcl Mt CH	3,895.88
49050	Electrical Service & Prod	Capital Proj	2,800.00
1	Executime Software, LLC	Gen Co Admin	5,250.00
2	F B McFadden Wholesale Co	GR Fcl Mt CH, Shrf Dtn Mnt, Road & Bridg	6,099.38
3	Fedex	Shrf	210.39
4	Felderman, Kimmie	Grants Proj	21.10
5	File Of Life Inc	Shrf Emg Mgt	1,049.00
6	Filter Technologies Inc	GR Fcl Mt CH	447.00
7	First Choice Ford	Flt Veh Main	981.13
8	Fremont Motor Rock Spring	Flt Veh Main	525.42
9	G & K Services	Road & Bridg	469.88
49060	Golden Hour Senior Citize	Senior Cntrs	21,014.80
1	Green River Postmaster	Juv Prob	56.00
2	Green River Star	Shrf	61.50
3	Green River Star	Gen Co Admin	576.00
4	Gruber Technical Inc	IT Dept	7,099.00
5	Hampton Inn - Buffalo	Treas	308.00
6	Hartley, Donald C	Gen Co Admin	1,192.00
7	Harton P C, Steve	Clk Dist Crt	1,200.64
8	Hasler	Gen Co Admin	529.50
9	High Security Lock & Alarm	GR Fcl Mt CH	3,540.00
49070	HOJ Engineering & Sales C	GR Fcl Mt CH	918.55
1	Homax Oil Sales, Inc.	Flt Veh Main	803.88
2	Hy-Ko Supply	GR Fcl Mt CH	3,105.12

3	Industrial Solutions Inc	GR Fcl Mt CH	1,370.00
4	Ivory Construction Inc	Capital Proj	560.00
5	Jack's Truck & Equipment	Flt Veh Main	102.13
6	Johnson, Wally J.	Commiss	373.84
7	K-Motive & Sports	Flt Veh Main	89.99
8	Keslar, Kimberley A	Comm Nur-Hom	71.91
9	Kilmers Bg Distributing	Flt Veh Main	152.16
49080	Kroger - Smith's Customer	Elect	79.28
1	Lujan, Catalina F	Clk Dist Crt	30.00
2	Mathey Law Office	Co Atrny	1,500.00
3	Mathey Law Office - Assig	Clk Dist Crt	940.00
4	Mathey Law Office - Assig	Clk Dist Crt	2,310.00
5	Mathey Law Office - Assig	Clk Dist Crt	2,300.00
6	Mathey Law Office - Assig	Clk Dist Crt	349.99
7	Memorial Hospital Of Swee	Shrf, Shrf Dtn Mnt	114.00
8	Model Service Inc	GR Fcl Mt CH	50.00
9	Mollman, Debra	Grants Proj	119.07
49090	National Business Systems	Treas	1,789.76
1	Notary Law Institute-Orem	FnMgt	237.00
2	Nutech Specialities Inc	Flt Veh Main	189.50
3	Office Max Inc	Coop Ext/4H	96.04
4	Pacific Steel & Recycling	Flt Veh Main	532.81
5	Performance Overhead Door	GR Fcl Mt CH	15.40
6	Pineda, Bobby Wayne	Public Defnd, Clk Dist Crt	1,920.00
7	Plainsman Printing & Supply	Clk Dist Crt	9,887.97
8	Plan One/Architects	Capital Proj	6,037.50
9	Pm Autoglass Inc	Flt Veh Main	190.00
49100	Post, Wylie And Associate	Employee Ben	1,945.00
1	Qed Inc	GR Fcl Mt CH	790.32
2	Quill Corporation	Treas, Land Use, Purchasing, GR Fcl Mt CH, Clk, Shrf Dtn Mnt, Coroner, Clk Dist Crt, Flt Veh Main, Co Atrny, Commiss, Juv Prob, Road & Bridg, Assess, Shrf, Grants Admin, Comm Dev&Eng, Human Resour, Grants Proj, Vet Services	3,127.89
3	Quill Corporation	Shrf Dtn Mnt	1,195.02
4	Ramada Plaza Riverside	Assess	462.00
5	Riverside Nursery	GR Fcl Mt CH	139.74
6	Rock Springs Newspapers Inc	Grants Proj, Gen Co Admin, Gen Accts, Land Use	965.33
7	Rock Springs Newspapers Inc	Gen Co Admin, Elect	6,751.51
8	Rock Springs Newspapers Inc	Land Use	230.59
9	Rock Springs Newspapers,	Shrf	165.90
49110	Rock Springs Winnelson Co	Shrf Dtn Mnt, GR Fcl Mt CH	72.19
1	Rocky Mountain Service Bu	Clk Dist Crt	7,977.83
2	Rocky Mountain Wash, LLC	GR Fcl Mt CH	28.00
3	Safeguard Business System	Clk Dist Crt	287.86
4	Safety-Kleen Systems Inc.	Road & Bridg	445.09
5	School District #1	Elect	20.00
6	Servicemaster Clean 24/7	GR Fcl Mt CH	1,192.05
7	Sirius Xm Radio Inc	Shrf	51.99
8	Skaggs Companies	Shrf	999.50
9	Skaggs Companies	Shrf	1,881.28
49120	Slaughter, Robert D	Treas	395.16
1	Smyth Printing Inc	Co Atrny, Comm Dev&Eng	667.92
2	Snap On Tools	Flt Veh Main	119.00
3	Solarwinds Inc	IT Dept	12,081.00
4	Staples	Treas	59.80
5	State Of Wyoming	Public Defnd	138,583.95
6	Sterling Communications	Shrf, Road & Bridg	2,440.65
7	Sublette County Sheriff's	Gen Accts	5,880.00
8	Sunlite Service	Flt Veh Main	125.00
9	Sunroc Corporation	GR Fcl Mt CH	288.15
49130	Sw-Wrap	Grants Proj	3,807.15
1	Sweetwater Co Events Comp	Grants Proj	29,063.54
2	Sweetwater County Clerk	Clk	500.00
3	Sweetwater County Health	Comm Nur-Hom	100,000.00
4	Sweetwater Medical Group	Co Atrny	533.30
5	Sweetwater Trophies	Purchasing	63.30
6	Tegeler & Associates	Shrf, Co Atrny	100.00
7	The Hon Company	Juv Prob	270.45
8	The Radio Network	Shrf	360.00
9	The Tire Den Inc	Flt Veh Main	3,012.90
49140	United Rentals	Purchasing, GR Fcl Mt CH	395.75
1	United Site Services Of N	Wamsuttr R&B, RS R&B Lagoo	315.48
2	University Of Wyoming	Coop Ext/4H	61.90
3	Van Boerum & Frank Associ	Grants Proj	8,288.92
4	Vehicle Lighting Solution	Flt Veh Main	462.94
5	Verizon Wireless	Shrf, Shrf Emg Mgt, Fire Marshal, IT Dept, Commiss, Elect, Co Atrny	937.03
6	Walmart Community/Gecrb-F	GR Fcl Mt CH	142.99
7	Waxie Sanitary Supply	GR Fcl Mt CH, Shrf Dtn Mnt,	

		Flt Veh Main, Road & Bridg	7,990.46
8	West Payment Center	Clk Dist Crt	1,236.00
9	Western Wyoming Family Pl	Human Svcs	2,401.23
49150	Whisler Chevrolet Company	Flt Veh Main	29.33
1	White Mountain Lumber & B	Capital Proj, GR Fcl Mt CH	609.61
2	Wilkerson IV, MD, PC, Jam	Coroner	2,080.00
3	Williams Scotsman Inc	Shrf	283.29
4	Wyoming Embroidery	Shrf Dtn Mnt, Shrf	220.40
5	Wyoming Rents LLC	Shrf Dtn Mnt	10,000.00
6	Youth Home Inc	Human Svcs	16,750.00
7	Quill Corporation	Vet Services	418.61
8	Verizon Wireless	Vet Services	80.02
9	Advanced Medical Imaging	Shrf Dtn Mnt	726.00
49160	Alcohol & Drug Testing Se	Shrf Dtn Mnt	364.00
1	Bing Enterprize	Shrf Dtn Mnt	350.00
2	Carrier Corporation	Shrf Dtn Mnt	7,536.88
3	Castillon D.D.S., A. Bryce	Shrf Dtn Mnt	1,377.00
4	City Of Rock Springs	Shrf Dtn Mnt	25.00
5	Copier & Supply Co Inc	Shrf Dtn Mnt	1,912.29
6	Culligan Soft Water Serv	Shrf Dtn Mnt	323.75
7	F B McFadden Wholesale Co	Shrf Dtn Mnt	5,973.06
8	F B McFadden Wholesale Co	Shrf Dtn Mnt	10,774.61
9	IBC Wonder / Hostess	Shrf Dtn Mnt	992.17
49170	Lincare Inc	Shrf Dtn Mnt	416.00
1	McKee Foods Corporation	Shrf Dtn Mnt	904.64
2	Meadow Gold Dairy	Shrf Dtn Mnt	1,132.96
3	Memorial Hospital Of Sweet	Shrf Dtn Mnt	3,069.00
4	Mendenhall Equipment Co.	Shrf Dtn Mnt	215.58
5	Mountainland Bus Sys. INC	Shrf Dtn Mnt	216.66
6	Nicholas & Company	Shrf Dtn Mnt	5,054.60
7	Professional Systems Tech	Shrf Dtn Mnt	803.75
8	Quill Corporation	Shrf Dtn Mnt	756.90
9	Real Kleen Inc	Shrf Dtn Mnt	228.60
49180	Rock Springs IV Center	Shrf Dtn Mnt	83.21
1	Rock Springs Winlectric C	Shrf Dtn Mnt	248.60
2	Rock Springs Winnelson Co	Shrf Dtn Mnt	61.63
3	Sweetwater Television Co	Shrf Dtn Mnt	102.13
4	Swisher Hygiene Franchise	Shrf Dtn Mnt	412.68
5	The UPS Store - #3042	Shrf Dtn Mnt	22.51
6	U S Foodservice Inc	Shrf Dtn Mnt	3,135.51
7	Waxie Sanitary Supply	Shrf Dtn Mnt	1,003.08
8	West Side Water & Sewer Dist	Shrf Dtn Mnt	2,059.50
49189	Wyoming Waste Services -	Shrf Dtn Mnt	562.26
		GRAND TOTAL	653,208.57

### **Commissioner Comments/Reports**

#### **Commissioner Kolb**

Commissioner Kolb expressed his appreciation to the staff after attending the wind workshop and Planning and Zoning meetings. Commissioner Kolb further reported that he attended the Events Complex meeting, and spoke with Account Manager Bonnie Phillips and County Clerk Dale Davis. Lastly, Commissioner Kolb reported that he attended the Communities Protecting the Green and noted that he had the opportunity to speak with pipeline entrepreneur Aaron Million and expressed the board's opposition to the project.

#### **Commissioner Van Matre**

Commissioner Van Matre reported that CEO Cathie Hughes informed him that SW Wrap received a \$50,000 donation from Wal-Mart. Commissioner Van Matre reported that he met with IT Director Tim Knight, Museum Board Director Ruth Lauritzen, VSO Director Denise Boudreault, Juvenile Probation Director Mike Wilder, and Grants Manager Krisena Marchal. Commissioner Van Matre reported that he attended the NEPA training and the cities 6<sup>th</sup> cent initiative meeting.

#### **Chairman Johnson.**

Chairman Johnson reported that he attended the NEPA training sponsored by the Wyoming County Commissioners Association, a Federal Agency meeting and met with the Conservation District relative to the roads inventory. Chairman Johnson noted that a draft letter is circulating relative to Sweetwater County digitized road files. Chairman Johnson further reported that he attended the WCCA board and business partner event and also met with BLM representative Don Simpson and expressed the importance of the UR Energy project. Chairman Johnson explained that he attended the cities 6<sup>th</sup> cent initiative meeting and acknowledged that the commission would schedule a workshop and express their view of outlined projects at that time. Chairman Johnson requested that Deputy County Attorney John Prokos verify the legality of utilizing the over run for the expansion of the CDC building. Mr. Prokos advised this should be addressed during executive session.

#### **Commissioner West**

Commissioner West expressed his appreciation to his fellow commissioners for all their involvement. Commissioner West reported that he attended the Memorial Hospital Board meeting and that contracts have been signed for a pediatrician, pulmonologist/critical care physician, family practice physician and a hematologist oncologist and noted that a number of ongoing negotiations are in progress. Commissioner West addressed an article in the Rocket Miner dated Friday, June 15, 2012 regarding School District No. 2 wanting to place the swimming pool on the 6<sup>th</sup> cent initiative. He expressed that the commission has

simply attended meetings held by the cities to listen and that no decision will be made until the commission holds their workshop to discuss the projects in detail. Commissioner West explained that the ambulance contract has been modified and Chairman Johnson acknowledged that the contract has been reviewed and approved.

**Commissioner Bailiff**

Commissioner Bailiff spoke on the 6<sup>th</sup> cent initiative and explained that the commission is deliberately staying out of city discussions and expressed that the appropriate time to discuss the projects would be during the Board of County Commissioners' workshop. Commissioner Bailiff reported that he attended the NEPA training, Star Board and visited with the County Shop, Road and Bridge, Human Resources Director Garry McLean and Fire Marshal Dennis Washam.

**Break**

Chairman Johnson called for a five minute break.

**County Resident Concerns**

Chairman Johnson opened county resident concerns. Resident, Lee Splett expressed concern regarding the Seedskaadee refuge and updated the commission on the Clearview Acres Board. Hearing no further comments, the hearing was closed.

**Action/Presentation Items**

**Transfer Budgeted Funds from Jail Maintenance/Operation to General Fund**

Account Manager Bonnie Phillips presented Resolution 12-06-CL-06, Sweetwater County Authorization to Transfer Funds. Following discussion, Chairman Johnson entertained a motion to approve Resolution 12-06-CL-06. *Commissioner Van Matre so moved. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

**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.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

\_\_\_\_\_  
Gary Bailiff, Member

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

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Don Van Matre, Member

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

ATTEST:

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

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**Audit Engagement Letter**

Account Manager Bonnie Phillips presented the audit engagement letter from McGee, Hearne & Paiz, LLP. Following discussion, *Commissioner West moved to proceed with contracting with McGee, Hearne & Paiz for the fiscal year 2012 audit as outlined for a fee of \$77,500 and authorize the Chairman to sign the same. Commissioner Kolb seconded the motion.* Following discussion relative to allowing the contract to be bid out next year, the motion was approved unanimously.

**Board Appointments**

Following discussion regarding upcoming board vacancies, the commission appointed the following board members:

**Memorial Hospital of Sweetwater County - 5 Year Term - 1 Vacancy**

*Commissioner West moved to nominate Artis Kalivas for re-appointment. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

**Library-3 Year Term - 2 Vacancies**

*Commissioner Bailiff moved to nominate Dr Shelly R. Wall and Angela Shutran. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

**Museum Board - 3 Year Term - 1 Vacancy**

*Commissioner Van Matre moved to nominate Mark Chollak. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

**Parks and Recreation Board - 3 Year Term - 3 Vacancies**

*Commissioner Bailiff moved to nominate Mark Lyon, Michael Sparks and Ryan VanKam. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

**Planning & Zoning- 3 Year Term - 1 Vacancy**

*Commissioner Kolb recommended Dave Ruggera. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

**Solid Waste District - Eden Valley - 3 Year Term - 2 Vacancies**

*Commissioner Bailiff moved to nominate Denise Webster and James Burnett. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

**Star Transit - 3 Year Term - 2 Vacancies**

*Commissioner Bailiff moved to nominate James Love and Sandy Knezovich. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

**Request Approval of Aflac Group Application(s)**

Aflac Regional Manager Deanna Christensen requested approval of the Aflac Group application(s) as an added benefit to the county employees. Following discussion, *Commissioner West moved to approve the Aflac Group application, where in it includes the group master application for group hospital indemnity, group critical illness, group accident and application for group whole life insurance, application for term life insurance, and as a matter of policy, the county require employees to sign for such services, even if they choose not to participate, and to authorize the chairman to sign any documents. Commissioner Van Matre seconded the motion.* Following further discussion, the motion was approved unanimously.

**Fire Restrictions**

Public Works Director John Radosevich presented Resolution 12-06-CC-02, establishing fire restrictions for Sweetwater County. Following discussion, the commission requested that amendments be made prior to approval and requested that Mr. Radosevich present during the afternoon session.

Chairman Johnson acknowledged that there is a possibility of declaring a disaster due to a drought and requested that County Clerk Dale Davis review the process in the event that action needs to be taken.

**Report on Clearview Acres**

Land Use Director Eric Bingham reported on the Clearview Acres clean up and presented a slideshow. The commission expressed their appreciation to all those involved in the community cleanup project.

**County Health Insurance Stop Loss Carrier**

Human Resources Director Garry McLean updated the commission on the health insurance stop loss carrier and recommended to renew the stop loss insurance with Berkley at the bid price and authorize the Chairman to sign the documents. *Commissioner West so moved. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

**Federal Agency Annual Meeting with SWCO**

Public Lands Specialist Mark Kot explained that the purpose of the annual Federal Agency meeting is to discuss items of mutual concern and to improve cooperative working relationships. Those presenting for each agency were Ashley National Forest District Ranger Rowdy Muir, Bureau of Reclamation Lands Division Chief Dave Krueger, Bureau of Land Management Associate District Manager Jodi Camrud, Rock Springs Field Manager Lance Porter, WLCI Coordinator Michele Windsor, Kemmerer Acting Field Manager Jeremy Caldwell, and Pinedale Field Manager Shane Deforest.

**Lunch**

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

**Action/Presentation Items (Cont.)**

**Fire Restrictions (continued)**

Public Works Director John Radosevich presented revised Resolution 12-06-CC-02, Establishing Fire Restrictions for Sweetwater County. Following discussion relative to the amended resolution, *Commissioner Bailiff moved to adopt Resolution 12-06-CC-02, Establishing Fire Restrictions for Sweetwater County, which will be in effect from June 25, 2012 until October 1, 2012 and authorize the Chairman to sign. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

**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 25<sup>th</sup>, 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 19<sup>th</sup> day of June, 2012.

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

ATTEST:

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

\*\*\*\*\*

**VSO Director Employment Contract Renewal**

Human Resources Manager Garry McLean presented the renewal employment contract for VSO Director Denise Boudreault. Following discussion, *Commissioner Van Matre moved that the VSO Director employment contract renewal be effective as presented. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

**Fair Board Volunteer Program**

Human Resources Manager Garry McLean presented compensation options for employees to volunteer their time during the National High School Rodeo. Following a lengthy discussion, the commission concurred that compensation negates volunteerism but encouraged those interested to volunteer.

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

Grants Manager Krisena Marchal requested a motion to approve, and have the Chairman sign, the FY 2013 TANF Community Partnership Initiative Grant Application Certification. CLIMB Wyoming Director Bridget Giovale and representative Jennifer Baker were present to provide an update on the program and community partnership. Following discussion, *Commissioner West moved to approve, and have the Chairman sign, the FY 2013 TANF Community Partnership Initiative Grant Application Certification, with the understanding that what is shown as going to the county for grant administrative of \$1,238 would instead remain in the CLIMB grant. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

**Tax Anticipation Warrant Agreement 2012-13**

Events Complex Director Larry Lloyd requested approval of the Tax Anticipation Warrant Agreement for 2012-13. Following discussion, Chairman Johnson entertained a motion to approve the warrant agreement as presented and authorize the Chairman to sign. *Commissioner Kolb made the motion. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

**Tent Structure MOU**

Events Complex Director Larry Lloyd requested that the prior MOU between the Board of County Commissioners and the Sweetwater County Fair Board be rescinded and to approve a revised MOU allowing the amount to be amended from \$600,000 to \$824,000 due to not being able to receive the tents from China at the original fee but rather having to obtain from Germany. Following discussion, Chairman Johnson entertained a motion to approve the MOU between the Sweetwater County Board of County Commissioners and the Sweetwater County Fair Board as presented and authorize the Chairman to sign. *Commissioner Kolb made the motion. Commissioner Van Matre seconded the motion.* Following further discussion, the motion was approved unanimously.

**Request the Approval of the BYE 2014 Juvenile Detention Alternatives Initiative Grant Contract**

Grants Manager Krisena Marchal requested a 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 Services Director Mike Wilder was present. Following discussion, *Commissioner Van Matre moved 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. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

**Request the Approval of the BYE 2014 Juvenile Services Block Grant Contract**

Grants Manager Krisena Marchal requested a 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. Juvenile Services Director Mike Wilder and Executive Committee members Corporal Annette Eychner and Deputy County Attorney Mark Dedenbach were present. After some discussion, *Commissioner West so moved. Commissioner Bailiff seconded the motion.* Following further discussion, the motion was approved unanimously.

**Request the Approval of the 2012 HIDTA MOU Grant Award**

Grants Manager Krisena Marchal requested a motion to approve, and have the Chairman sign, the 2012 HIDTA MOU Grant Award. Under Sheriff Craig Jackson was present. Following discussion, Chairman Johnson entertained a motion to approve, and have the Chairman sign, the 2012 HIDTA MOU Grant Award. *Commissioner Bailiff so moved. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

**Approval of Rock Springs Police Department Purchase from DHS Money**

Rock Springs Police Department Commander Dwane Pacheco requested approval 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. Following discussion, Chairman Johnson entertained a motion to approve the request from the City of Rock Springs 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. *Commissioner West so moved. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

**Approval of Sheriff's Office Purchase with FY 2011 Homeland Security Grant Money**

Grants Manager Krisena Marchal explained that, since the original request was received, and after reviewing the separate grants, general ledger and the commission requesting that specific projects be outlined, the dollar amount requested will be modified.

Commissioner West expressed his displeasure with items being amended or placed on the agenda after the deadline date. The commission agreed to enforce the deadline date for agenda items.

Under Sheriff Craig Jackson and I/T Director Tim Knight requested a 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 \$35,704 under FY 2011 LETPA. Following discussion, Chairman Johnson entertained a 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 \$35,704 under FY 2011 LETPA. **Commissioner Van Matre moved as stated. Commissioner Bailiff seconded the motion.** With no discussion, the motion was approved after a roll call vote with Commissioner Kolb and Commissioner West voting nay.

**Request Authorization to Advertise and Fill Up-Coming Vacancy in the Clerk of District Court Department**

Clerk of District Court Donna Lee Boback requested authorization to advertise and fill an up-coming vacancy. Following discussion, **Commissioner Bailiff recommended Ms. Bobak fill the position.** Following a roll call vote, the suggestion was approved with Commissioner Kolb voting nay.

**Break**

Chairman Johnson called for a five minute break.

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

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

**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	6/22/2012	363,099.57
EAL	6/22/2012	229,883.02
EAL	6/22/2012	63,595.93
EAL	6/25/2012	3,747.60
EAL	6/28/2012	874,473.10
EAL	6/29/2012	16,864.37
EAL	6/29/2012	1,904,646.53
EAL		
EAL		

Payroll Net                      949,728.87 Payroll Checks :            49190-49254, 49286-49303

TOTAL AMOUNT                      \$4,406,038.99

Vouchers in the above amount are hereby approved and ordered paid this date of 07/03/2012

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

\_\_\_\_\_  
Gary Bailiff, Member

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

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

Attest:

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

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

**Authorization for Bonds**

**7-3-12**

Donna Little-Kaumo	SWCO School District #2-Superintendent	\$100,000.00
Berlinda George	Town of Superior- Deputy Clerk	\$ 10,000.00

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



Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 54932320

That we Donna Little-Kaumo

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

unto \_\_\_\_\_, the State of Wyoming, in the penal

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

Dated this 9th day of April, 2012.

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

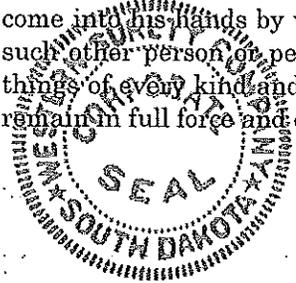
Principal was duly Appointed  Elected  to the office of Superintendent

in the of Sweetwater County School District #2

and State aforesaid for the term beginning July 1, 2012, and ending

July 1, 2013.

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



Donna Little-Kaumo  
Principal

WESTERN SURETY COMPANY

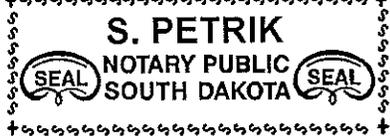
By Paul T. Brufat  
Paul T. Brufat, Senior Vice President

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

On this 9th day of April, 2012, before me, appeared

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



*S. Petrik*

Notary Public

My Commission Expires August 11, 2016

OATH OF OFFICE

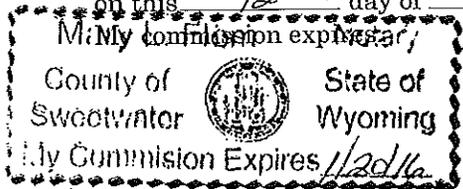
I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the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

*Donna Little-Kaumo*

State of Wyoming }  
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by *Donna Little-Kaumo*

on this 12th day of June, 2012



*Mary L. Flom*  
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }

County of Sweetwater } ss

On this \_\_\_\_\_ day of June, 2012, before me, personally appeared

*Donna Little-Kaumo*, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as

*her* free act and deed.

My commission expires

*January 20, 2016*

*Mary L. Flom*

Notary Public, Wyoming



Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 52772691

That we Berlinda George

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

sum of Ten Thousand and 00/100 DOLLARS (\$ 10,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 18th day of April, 2012.

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

Appointed

Principal was duly Elected  to the office of Deputy Clerk

in the Town of Superior

and State aforesaid for the term beginning August 13, 2012, and ending

August 13, 2013.

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

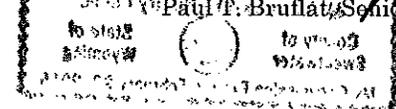
Berlinda George

Principal

WESTERN SURETY COMPANY

By Paul T. Bruffat

Paul T. Bruffat, Senior Vice President

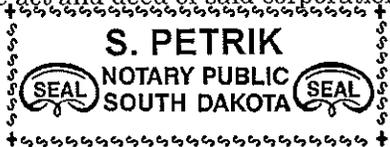


ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

On this 18th day of April, 2012, before me, appeared

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



My Commission Expires August 11, 2016

*S. Petrik*

Notary Public

OATH OF OFFICE

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

Berlinda George  
State of Wyoming }  
County of SWEETWATER } ss

This Oath of Office was subscribed and sworn to before me by BERLINDA GEORGIE on this 12 day of JUNE, 2012  
My commission expires:



*M. Maes-Ekker*  
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }  
County of SWEETWATER } ss

On this 12 day of JUNE, 2012, before me, personally appeared

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

My commission expires \_\_\_\_\_

*M. Maes-Ekker*

Notary Public, Wyoming



## Authorization For Abate/Rebate of Ad Valorum Taxes

June 1-15, 2012

NOVC	TAXPAYER	ACCOUNT	TAX DIST	VALUATION	TAX YEAR	TAX AMOUNT
	ST MARY LAND & EXPLORATION	142793	100	-3,028.00	2009	-190.18
	LISCOMB'S CONSTRUCTION	138723	251	-392.00	2011	-29.48
	KING COMMUNICATION	142170	251	-1,864.00	2009	-137.86
2012-355	ANADARKO E&P CO LLP	63963	202	-391.00	2004	-27.70
2012-355	ANADARKO E&P CO LLP	63963	202	-282.00	2004	-19.98
2012-355	ANADARKO E&P CO LLP	63963	202	-20,715.00	2006	-1,441.62
2012-355	ANADARKO E&P CO LLP	63963	202	-22,069.00	2006	-1,535.86
2012-355	ANADARKO E&P CO LLP	63963	202	-22,069.00	2006	-1,535.86
2012-355	ANADARKO E&P CO LLP	63963	202	-22,069.00	2006	-1,535.86
STEVEN DALE DAVIS			Commissioner			
ATTEST						
			Commissioner			
			Commissioner			
			Commissioner			
			Commissioner			



*SWEETWATER COUNTY, WYOMING*

COUNTY RESTAURANT LIQUOR LICENSE

THE STATE OF WYOMING  
COUNTY OF SWEETWATER

} SS.

Licensed Dispensing Room(s) Description:  
I-80 Exit #99 West of Rock Springs, WY  
T18N R105W Sec 12 Tract

KNOW ALL MEN BY THESE PRESENTS:

That under and by virtue of the provisions of Chapter 156, Session Laws of Wyoming 1979, County of SWEETWATER, Wyoming, in consideration of the sum of (\$1,147.44) Dollars, paid by said PURPLE SAGE VENTURES, LLC, of SWEETWATER County, Wyoming, hereby licenses and authorizes the said (Applicant) PURPLE SAGE VENTURES, LLC (D/B/A) LOG INN to sell alcoholic\* and malt\* beverages in the room(s) situated in the building described as follows: 10 PURPLE SAGE ROAD, WEST OF ROCK SPRINGS, WY for the term of nine months being from July 3, 2012 to April 9, 2013.

ATTEST:

IN TESTIMONY WHEREOF, I Wally J. Johnson  
Chairman of the Board of County Commissioners of SWEETWATER County, Wyoming,  
have affixed my signature and the seal of said county on July 3, 2012.

\_\_\_\_\_  
County Clerk of SWEETWATER County, Wyoming  
and Clerk of said Board of County Commissioners

\_\_\_\_\_  
Chairman of the Board of County Commissioners of  
SWEETWATER County, Wyoming

**FOR NEW LICENSES AND TRANSFER  
LICENSE AND/OR PERMIT APPLICATION  
FOR LIQUOR, COUNTY MALT BEVERAGE, LIMITED, WINERY OR MICROBREWERY**

*To be completed by the City, Town or County Clerk:*

Date Filed: May 1 30 1 2012

	Annual Fee	Prorated Fee
Basic Fee:	\$ _____	\$ 1147.44
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ _____	\$ _____
Total License Fee Collected	\$ _____	\$ _____
Publishing Fee Collect:	\$ 275.00	

Required Attachments Received: Yes

Advertising Dates(4): June 7, 14, 21, 28, 2012

Hearing Date: 07 / 03 / 2012

Local Licensing Number: 2012-106-0040

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

A copy must be immediately forwarded to:  
State of Wyoming Liquor Division  
1520 E 5<sup>th</sup> Street  
Cheyenne WY 82002-0110

Formerly Held by: Bayou Smokehouse LLC

Applicant: Purple Sage Ventures LLC

Trade Name (dba): Log Inn

Premise: 10 Purple Sage Rd.  
Number & Street

Rock Springs WY 82901  
City State Zip County

Mailing Address: PO Box 1630  
Number & Street or P.O. Box

Green River WY 82935  
City State Zip

Business Telephone Number: (307) 875-6907

Fax Number: (307) 875-6927

E-Mail Address: buckboard68@hotmail.com

For the license term: 07 03 2012  
Month Day Year

Through: 04 09 2013  
Month Day Year

<b>FILING FOR</b> <input checked="" type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP	<b>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</b> <input type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> on-premise only <input type="checkbox"/> off-premise only <input type="checkbox"/> combination on/off premise <input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB <input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> BAR AND GRILL	To Assist the Liquor Division with scheduling inspections: <b>DO YOU OPERATE?</b> <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from _____ to _____ DAYS OF WEEK (e.g. Mon through Sat) <u>Mon through Sun</u> HOURS OF OPERATION (e.g. 10a - 2a) <u>11:00 PM to 12:00 PM</u>
<b>FILING IN (CHOOSE ONLY ONE)</b> <input checked="" type="checkbox"/> CITY OF <u>Green River Rock Springs</u> <input type="checkbox"/> COUNTY OF <u>Sweetwater</u>	<input checked="" type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)	
<b>FILING AS (CHOOSE ONLY ONE)</b> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION <input checked="" type="checkbox"/> LLC <input type="checkbox"/> LLP		

1. Location of License:  
(a) Give a description of the dispensing room and state where it is located in the building (e.g. 10x12 room in SE corner of 1st floor of building). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: If Winery or Microbrewery, also list manufacturing facility. W.S. 12-4-102(a)(i): (Please submit a drawing of dispensing room)  
6 X 6 X 6 Room Front entrance South side

(b) Do you have an additional dispensing room?  YES  NO If yes, provide description and location:

(c) Provide the legal description and the zoning of the site where the applicant will conduct business:  
Commercial I-80 Exit #99 West of Rock Springs, WY T18N R105W Sec 12 Tract

2. Do you W.S. 12-4-103 (a) (iii):  
(1) OWN the building in which sales room is located?  YES (own)  
(2) LEASE the building in which sales room is located?  YES (lease)

(A) DATE lease expires \_\_\_\_\_ located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease document.  
(B) Provision for SALE of alcoholic or malt beverages located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease document.  
NOTE: Attach a true copy of the lease to application. Lease MUST contain provision for SALE OF ALCOHOLIC or MALT BEVERAGES and be valid THROUGH the TERM OF THE LICENSE W.S. 12-4-103(a)(iii).

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business?  YES  NO

WLD-031 (8/10)

4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any su firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for?  YES  NO
  - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO
  - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery manufacturer's signs?  YES  NO
  - (d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith:

5. Does applicant have any interest or intent to acquire an interest in any other retail liquor license to be issued by this licensi authority? W.S. 12-4-103(b)
- If "YES", explain:  YES  NO

6. Is applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdicth of this licensing authority? W.S. 12-4-103(a)(i)  YES  NO

7. Is applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforceeme officer through election? W.S. 12-4-103(a)(ii)  YES  NO

**RESTAURANT OR BAR AND GRILL LICENSE: Complete questions 8(a) and 8(b):**

8. (a) Have you submitted a valid food service permit upon application? W.S. 12-4-407(a) W.S. 12-4-413(a)  YES  NO
- (b) Was your dispensing room for alcoholic and/or malt beverages in existence and open for consumption purposes prior February 1, 1979? W.S. 12-4-410(b) *(Open Under Different Name)*  YES  NO  N/A

**RESORT LICENSE: Complete questions 9(a) through 9(c):**

9. (a) Is the actual valuation of the resort complex at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  YES  NO
- (b) Does the resort complex include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  YES  NO
- (c) Does the resort complex include motel or hotel accommodations with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO

**MICROBREWERY AND/OR WINERY LICENSE: Complete questions 10 through 11:**

9. Is premise to be co-existent with a retail, restaurant, resort or bar and grill liquor license? W.S. 12-4-412(b)(iii)  YES  INC

If "YES", please specify type:  Microbrewery  Winery  Retail  Restaurant  Resort  Bar and Grill:

11. (a) Do you self distribute your products?  YES  NO
- (b) Do you distribute your products through an existing malt beverage wholesaler?  YES  NO

**ORGANIZATION AND/OR CLUB LICENSE: Complete questions 12 through 15 as applicable:**

**12. FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)**

- (a) The name and address of the grand lodge or national organization is:
- (b) Does lodge or fraternal organization hold a charter from a national organization or national grand lodge?  YES  NO
- (c) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO
- (d) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

**13. VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):**

- (a) The name and address of the National Veterans organization is:
- (b) Has the Veteran's organization been chartered by the Congress of the United States for patriotic, fraternal o benevolent purposes?  YES  NO
- (c) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO



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STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 2 of 15

14. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club located?  YES  NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?  YES  NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?  YES  NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?  YES  NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year dues?  YES  NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?  YES  NO
- (g) Have you filed a true copy of your bylaws with the local licensing authority and the Wyoming Liquor Division?  YES  NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License (THE PETITION MUST BE ATTACHED TO APPLICATION) ?  YES  NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with a itemized statement expended for such activities?  YES  NO

15. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):

- (a) Do you have more than fifty (50) bona fide members?  YES  NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?  YES  NO

16. (a) If applicant is an Individual or Partnership: State the name, date of birth and residence of each applicant or partner if the application is made by more than one individual or by a partnership. If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>

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

(b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership State the name, date of birth and residence of each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Leslie R Tanner	12-2-38	HCR 65 Box 100 Green River WY 82915	307-875-8451	1	50	NO <input checked="" type="checkbox"/>	NO <input checked="" type="checkbox"/>
Lauretta J Tanner	7-8-38	HCR 65 Box 100 Green River WY 82915	307-875-8459	1	50	NO <input checked="" type="checkbox"/>	NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>

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

WLD-031 (8/10)

OATH OR VERIFICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign a verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

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

STATE OF WYOMING )

SS. COUNTY OF Sweetwater

Before Me, Crystal A. Tanner (specify) a Notary Public, Officer authorize to administer oaths in and for Sweetwater County, State of Wyoming, personally appeared

Leslie R. Tanner + Lauretta J. Tanner name he/she being first duly sworn by me upon his oath, says that th facts alleged in the foregoing instrument are true. (Seal)

1. [Signature]
2. [Signature]
3.
4.

My Commission expires: August 12, 2013

Witness my hand and official seal: Crystal A. Tanner Notary Public Title Notary Public

Dated: 5/30/2012

REQUIRED ATTACHMENTS:

- (1) Attach any lease agreements W.S. 12-4-103(a)(iii).
(2) If building is not in existence, an architect's drawing or suitable plans of the room and premises to be licensed must be attached W.S. 12-4-102(a)(i).
(3) A statement indicating the financial condition and financial stability of new applicant W.S. 12-4-102(a)(v).
(4) Restaurant or Bar and Grill Liquor License Applications must attach a copy of their CURRENT and valid food service permit W.S. 12-4-407(a) or W.S.12-4-413(a).
(1) Check or bank draft as payment for the application and for publishing the notice of application. W.S. 12-4-104(a). Direct billing is permissible.
(2) If transfer, a form of assignment from current licensee, allowing transfer W.S. 12-4-601(b).

ADVERTISING REQUIREMENTS W.S. 12-4-104(a):

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the cler shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place c sale and public the notice in a newspaper of local circulation once a week for four (4) consecutive weeks. The notice shall state that a named applicar has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will b heard at a designated meeting of the licensing authority.

HEARING REQUIREMENTS W.S. 12-4-104(b):

Any license or permit authorized under this title shall not be issued, renewed or transferred until on or after the date set in the notice for hearin, protests. If a renewal hearing, the hearing shall be held no later than thirty (30) days preceding the expiration date of the license or permit. A licensi or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

- (i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;
(ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;
(iii) The number, type and location of existing licenses or permits meets the needs of the vicinity under consideration;
(iv) The desires of the residents of the county, city or town will no be met or satisfied by the issuance, renewal or transfer of the license or permit; or
(v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewa or transfer of the license or permit.

FILED 5/30/2012 AT 11:30 AM REC # 2012-MC-0395 STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY WY Page 4 of 15

Table with 3 columns: Reviewer, Initials, Date. Rows for Clerk, Agent, Acct.

DECEMBER 31, 2012  
FINANCIAL STATEMENT  
PURPLE SAGE VENTURES, LLC  
P. O. BOX 1630  
GREEN RIVER, WY 82935

CURREENT ASSETS:

CASH IN BANK & ON HAND \$ 2,960.21

FIXED ASSETS:

LAND & BUILDINGS AT  
10 PURPLE SAGE ROAD  
ROCK SPRINGS, WY AT  
APPRAISAL VALUATION 250,000.00

TOTAL ASSETS: \$252,960.21

LIABILITIES:

CURRENT LIABILITIES:

ROCK SPRINGS NAT'L BANK \$ 8043.48

LONG TERM LIABILITIES:

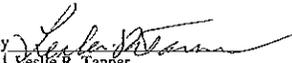
ROCK SPRINGS NAT'L BANK 35,648.25  
LOAN FROM PARTNERS 1,010.87 \$ 44,702.60

NET WORTH: \$208,257.61

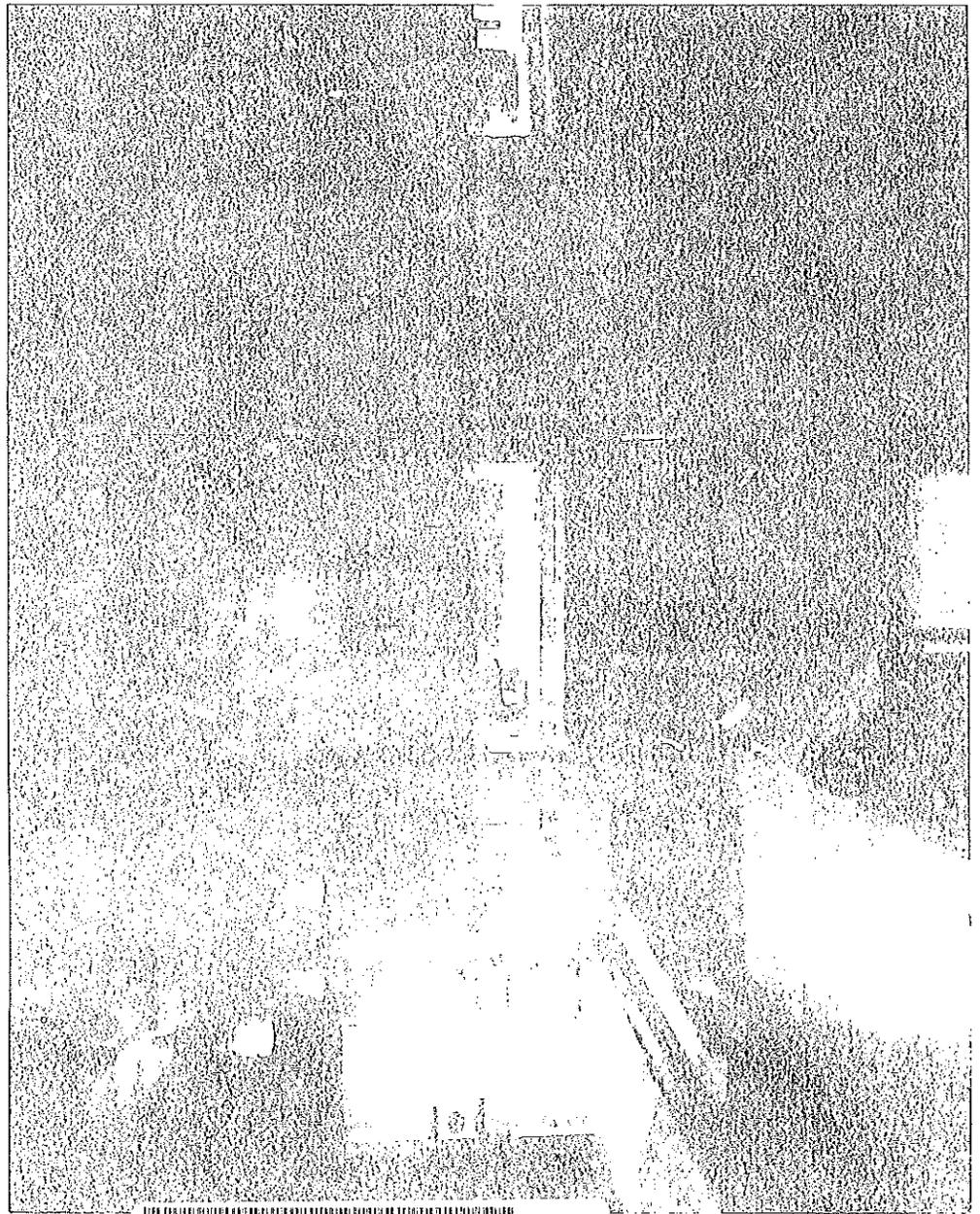
TOTAL LIABILITIES AND CAPITAL \$259,960.21

PURPLE SAGE VENTURES, LLC

DP  
FILED 5/30/2012 AT 11:30 AM REC # 2012-MC-0390  
STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 5 of 15

By   
Leslie R. Tanner  
Manager



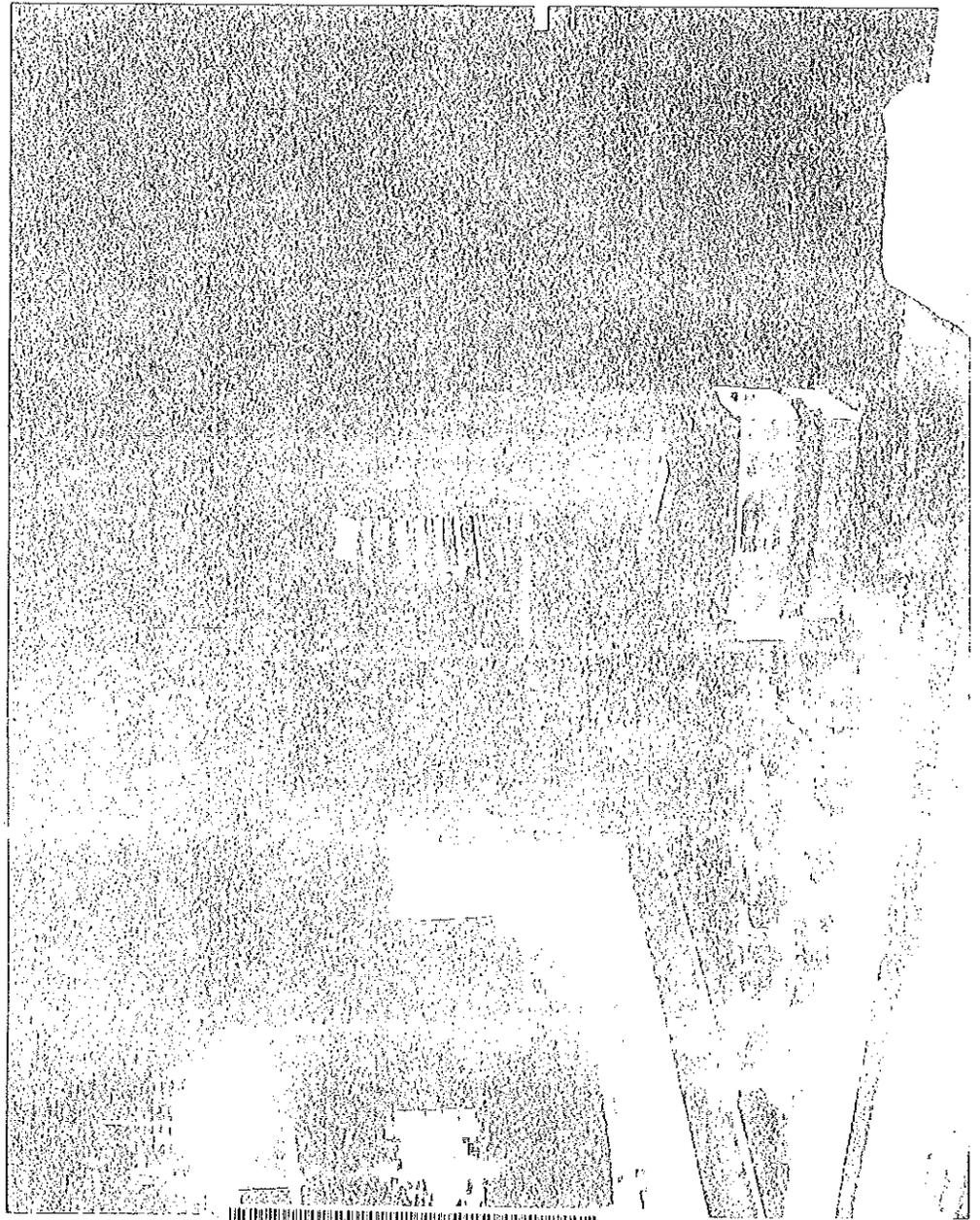


DP

FILED 5/30/2012 AT 11:30 AM REC # 2012-10-0390  
STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 7 of 15



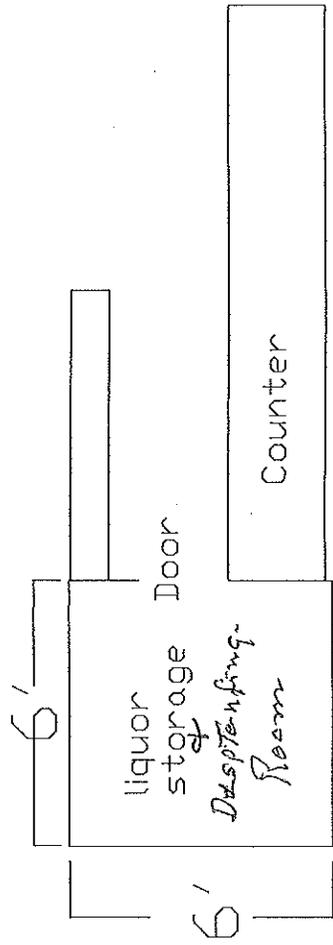
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FILED 5/30/2012 AT 11:30 AM REC # 2012-MC-0390  
STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 8 of 15



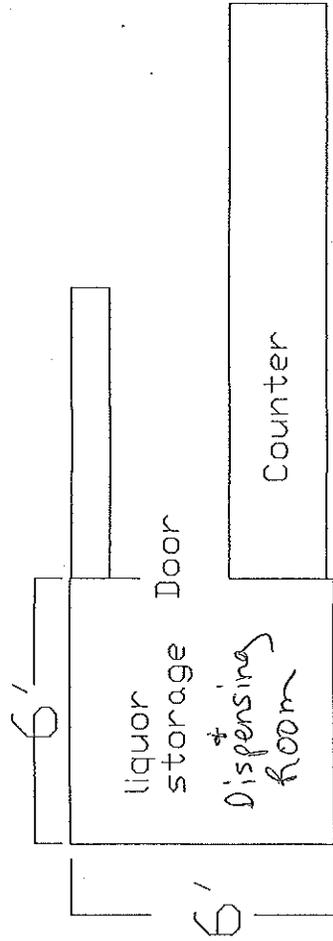
FILED 5/30/2012 AT 11:30 AM REC # 2012-MC-0350

STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 9 of 15

DP



storage  
area  
6' x 6'  
x7'2"  
high

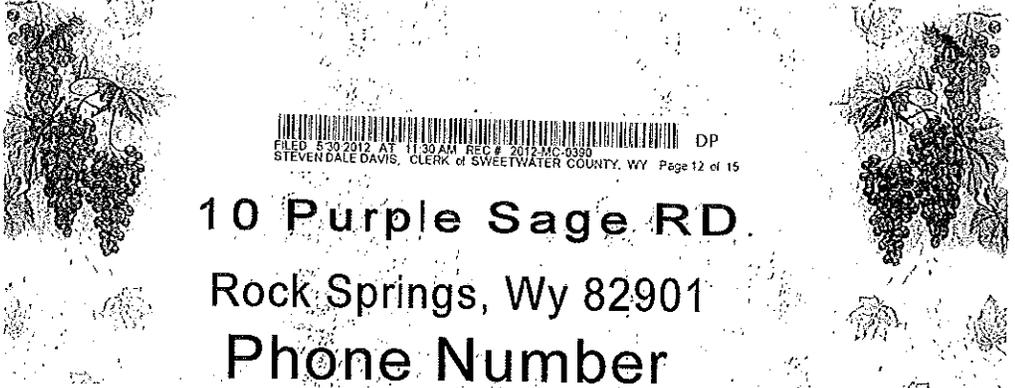


storage  
area  
6' x 6'  
x7'2"  
high



***The Log Inn  
Resturant***

**Fine Family Dining**

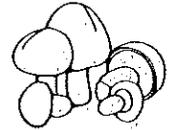


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FILED 5/30/2012 AT 11:30 AM REC # 2012-MC-0399  
STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 12 of 15

**10 Purple Sage RD.  
Rock Springs, Wy 82901  
Phone Number**



# Appetizers

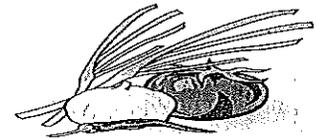


**Fried Green Tomatos \$\$\$\$\$\$**  
Thick slices of green tomatos breaded and fried golden brown, Served with ranch dressing.

**Onion Rings \$\$\$\$\$\$**  
Deep Fried Onion Rings served with ranch dressing

**Mozzarella Cheese Sticks \$\$\$\$\$**  
Crispy Fried Cheese sticks sreved with ranch dressing.

**Deep Fried Mushrooms \$\$\$\$\$\$**  
served with ranch dressing.



# Salads

**Chef's Salad \$\$\$\$\$\$**  
Crispy lettuce with cooked ham, turkey, Swiss cheese, tomato, and boiled egg, croutons and choice of dressing

**Classic Caesar Salad \$\$\$\$\$\$**  
Tossed crispy lettuce, onion, cheese, croutons and tossed with our special dressing

**Chicken Salad \$\$\$\$\$\$\$\$\$\$**  
Crispy Lettuce , chicken, carrot, tomato, pepper, and croutons and choice of dressing

**Crab Salad \$\$\$\$\$\$\$\$\$**  
Crispy lettuce , carrots, tomato, and green pepper topped with shredded crab and choice of dressing

**Dinner Salad \$\$\$\$\$\$\$\$\$**  
Tossed Green Salad with tomatos and choice of dressing

# Dinner Selections

All Dinners served with choice of soup or salad, and a baked potato or french fries, vegetable of the day

New Yoek Steak \$\$\$\$\$\$	New York Steak w/Crab \$\$\$\$\$\$
Rib Steak \$\$\$\$\$\$\$\$\$\$	Prime Rib \$\$\$\$\$\$\$\$\$\$
5 oz Filet Mingon \$\$\$\$\$\$\$ Bacon wrapped	5 oz Filet Mingon \$\$\$\$\$\$\$\$\$ Bacon wrapped w/Shrimp
10 oz. Filet Mingon \$\$\$\$\$\$\$ Bacon wrapped	10 oz Filet Mingon \$\$\$\$\$\$\$\$\$ Bacon wrapped w/Shrimp
Halibit Steak \$\$\$\$\$\$\$\$\$	Deep Fried Shrimp \$\$\$\$\$\$\$\$\$
Lobster Dinner Market Value	Chicken Dinner \$\$\$\$\$\$\$\$\$\$

## Childrens Menu

Chicken Strips w/Fries \$\$\$\$\$\$	Grilled Ham & Cheese \$\$\$\$\$\$\$\$\$ W/ Fries
Hamburger w/Fries \$\$\$\$\$\$\$\$\$	Peanut Butter & Jelly \$\$\$\$\$\$\$\$\$ w/Fries

FILED 5/30/2012 AT 11:30 AM REC # 20124C-0389 DP  
STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 14 of 15

# Deserts

## Pie, Ice Cream

## "Drinks"

Coke, Diet Coke, Sprite, Root Beer, Dr. Pepper, Pink Lemonade, Fresh Brewed Ice Tea (sweet & Unsweet), Milk

Large \$\$\$\$\$\$ Small \$\$\$\$\$\$

## Cocktails

## Beer, Wine, and Mixed Drinks

FILED 5/30/2012 AT 11:30 AM REC # 2012 MC 0350 DP  
STEVE DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 15 of 15

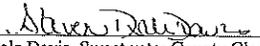
**NOTICE OF APPLICATION  
TO SWEETWATER COUNTY  
FOR:  
RESTAURANT LIQUOR LICENSE**

Notice is hereby given that the applicant whose name is set forth below filed an application for a County Restaurant Liquor License for the period July 3, 2012 through April 9, 2013, in the office of the Clerk of the County of Sweetwater, State of Wyoming. The date of filing, the names of said applicants and the descriptions of the place or premises which the applicants desire to use as the place of sale are set forth below as follows:

<u>Date of Filing</u>	<u>Applicant</u>	<u>Description of Premises in Sweetwater County</u>
May 30, 2012	Purple Sage Ventures, LLC dba Log Inn	I-80 Exit #99 West of Rock Springs, WY T18N R105W Sec 12 Tract

Protests, if any there be, against the issuance of each and every license will be heard at the hour of 8:30 A.M. on the 3<sup>rd</sup> day of July, 2012 in the Board of County Commissioners' meeting room, Sweetwater County Courthouse, Green River, Wyoming. Written protests may be submitted to the Board of County Commissioners up until the time of the hearing.

Dated this 6<sup>th</sup> day of June, 2012

  
Steven Dale Davis, Sweetwater County Clerk

Please Advertise as legal on: June 7, 14,21,28,2012



RESOLUTION 12-07-CL-01  
SWEETWATER COUNTY  
BUDGET AMENDMENT

DUE to unanticipated salary expenditures for Wildland Fires in the amount \$1,700,

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	\$1,700
County Fire Marshall – Operating	(\$1,700)

Dated at Green River, Wyoming this 3rd of July, 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 \$1,700 due to unanticipated salary expenditures for Wildland Fires,

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 3rd day of July, 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 27<sup>th</sup> 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 29, 2012.



**From:** Brett Johnson - County Attorneys

**Sent:** Thursday, June 21, 2012 4:26 PM

**To:** Sally Shoemaker

**Cc:** Sandy Lake - County Attorneys; Jeanie Edwards - County Attorneys; Shari Mckee - County Attorneys

**Subject:** please put me on the next commission meeting to get permission for

Replacing my victim witness coordinator, Kaye Tyler, who is going to be the new District Judge Rick Lavery's Administrative Assistant.

Thanks!

Brett

Brett L. Johnson

Sweetwater County Attorney

731 "C" Street, Suite 500

Rock Springs, WY 82901

307.922.5260 Office

307.922.5491 Fax

CONFIDENTIALITY NOTICE: This email transmission, along with any attachments, is intended only for the use of the individual or entity to whom it is addressed, and may contain information that is confidential, privileged or otherwise exempt from disclosure under applicable state and federal law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, duplication, distribution or use of any of the information contained in this transmission is strictly PROHIBITED. If you have received this transmission in error, please notify the Sweetwater County Attorney's Office or the sender of this email immediately and delete all copies from your computer.

## Sally Shoemaker

---

**From:** Brett Johnson - County Attorneys  
**ent:** Thursday, June 21, 2012 4:51 PM  
**fo:** Sally Shoemaker  
**Cc:** John Prokos - County Attorneys  
**Subject:** RE: please put me on the next commission meeting to get permission for

Prokos will know all that. He's the man. He'll let you know.

Thanks!  
Brett

Brett L. Johnson  
Sweetwater County Attorney  
731 "C" Street, Suite 500  
Rock Springs, WY 82901  
307.922.5260 Office  
307.922.5491 Fax

*LOmin*

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**From:** Sally Shoemaker  
**Sent:** Thursday, June 21, 2012 4:34 PM  
**To:** Brett Johnson - County Attorneys  
**Subject:** RE: please put me on the next commission meeting to get permission for

Brett, I'd be happy to place your request on the next agenda (7-3-12). How much time would you like allocated for your item? Also, would you like to have an executive summary placed into the packet with your request (handout)?

Thank you,

*Sally Shoemaker*

Clerk  
80 W Flaming Gorge Way Suite 109  
Green River, WY 82935  
☎ (307)872-3897 Office  
(307)872-3992 Fax  
[shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)

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July 3, 2012

Mr. Wally J. Johnson  
Chairman, Sweetwater County Commissioners  
Sweetwater County, Wyoming  
80 W. Flaming Gorge Way  
Rock Springs, Wyoming 82935

Re: Engagement to Serve as Bond/Transaction Counsel to Sweetwater  
County, Wyoming in connection with the Proposed Issuance of  
Sweetwater County, Wyoming Taxable Industrial Development  
Revenue Bonds (Lost Creek Project) Series 2012

Dear Mr. Johnson:

Thank you for the opportunity to serve as bond/transaction counsel to Sweetwater County, Wyoming ("County") with respect to the proposed issuance of Taxable Industrial Development Revenue Bonds, Series 2012 (Lost Creek Project) (the "Bonds"). The purpose of this letter is to serve as a formal engagement agreement among the County, Freudenthal & Bonds P.C. and Stowe LLC (together "Co-Bond Counsel") and Lost Creek ISR, LLC (the "Company") to set forth certain matters concerning the services we will perform as Co-Bond Counsel to the County in connection with the execution and delivery of the above-referenced Bonds (the "Engagement"). Our goal is to provide our clients with responsive, high quality and cost-effective legal services. We are pleased to be of assistance to you in this matter and believe it is important to briefly set forth some of the important aspects of our attorney-client relationship.

We understand that the Bonds are being executed and delivered for the purpose of financing a portion of the costs of a uranium mining facility in the County (the "Project"), and that the Bonds will be secured by payments to be made by the Company under one or more financing agreements in sums sufficient in amount to pay principal of, premium, if any, and interest on the Bonds, all trustee fees (if any), and expenses of the County, Wyoming Business Council and/or the State of Wyoming Treasurer and the Bonds will not constitute a general obligation of the County and shall not constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

Mr. Wally J. Johnson  
Sweetwater County, Wyoming  
July 3, 2012  
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## SCOPE OF ENGAGEMENT

In this Engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our unqualified legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds and the source of payment and security for the Bonds.
2. Draft the basic agreements and resolutions governing the execution and delivery of the Bonds, including all necessary resolutions of the County, financing agreements, trust indentures, purchase contracts and other required financing documents.
3. Prepare and review other documents necessary or appropriate to the authorization, execution and delivery of the Bonds and coordinate the authorization and execution of the necessary documents.
4. Assist the County in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the execution, sale and delivery of the Bonds, except that we will not be responsible for any required blue sky filings.
5. Review legal issues relating to the structure of the Bonds.
6. Review those sections of the official statements (the "Official Statement") or other form of offering or disclosure document, if such is required by the State Treasurer, to be disseminated in connection with the sale of the Bonds, relating to the Bonds, the financing agreements, the trust indentures and certain tax matters. We will also prepare a summary of the legal documents entered into by the County relating to the execution and delivery of the Bonds.
7. Prepare and deliver to the County and the Company a complete transcript of the documents and certificates executed in connection with the transaction.

Our Bond Opinion will be addressed to the County, with a reliance letter delivered to the Company, and will be delivered by us on the date the Bonds are issued and exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials, officers of the County and other persons, including the Company, furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the County and the Company with applicable laws relating to the Bonds. During the course of this Engagement, we will rely on the County and the Company to

Mr. Wally J. Johnson  
Sweetwater County, Wyoming  
July 3, 2012  
Page 3

provide us with complete and timely information on all developments pertaining to any aspect of the Project, the Bonds and the security for the Bonds.

Our duties in this Engagement are limited to those expressly set forth above. Among other things, our duties as bond counsel do not include:

(1) Except as described in paragraph (6) above, assisting in the preparation or review of the Official Statement or any other disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Official Statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they are made, not misleading.

(2) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.

(3) Preparing blue sky or investment surveys with respect to the Bonds.

(4) Drafting state constitutional or legislative amendments.

(5) Pursuing test cases or other litigation.

(6) Making an investigation or expressing any view as to the creditworthiness of the Company, the Project revenues, any credit enhancement provider, or the Bonds.

(7) Assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

(8) Representing the County in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

(9) Preparing any of the documentation relating to any credit enhancement, liquidity facility or bond insurance with respect to the Bonds.

(10) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

Our representation shall be as legal counsel to the County and to render legal advice and services to the County with respect to the structuring and issuance of the Bonds. We are entering into the Engagement with the understanding that the County acknowledges that: (i) Co-Bond

Mr. Wally J. Johnson  
Sweetwater County, Wyoming  
July 3, 2012  
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Counsel are providing legal services only in connection with the structuring and issuance of the Bonds and such other additional related legal services specifically referred to Co-Bond Counsel by the County, which we may ask the County to confirm in writing; and (ii) Co-Bond Counsel are acting neither as the County's general counsel nor have an affirmative duty to provide legal service to the County other than as described in this sentence.

### **FEES**

The Company, by signing this Engagement, will agree to enter into one or more agreements with the County whereby it will be obligated to pay any expenses and costs incurred by the County in connection with the structuring and issuance of the Bonds, including but not limited to, our fees and expenses incurred in connection with this Engagement ("Memorandum of Agreement"). Nothing in this Engagement shall be construed to limit, impair or prejudice any of the provisions of such Memorandum Agreement.

The Company will be responsible for paying our legal fees for services rendered as Co-Bond Counsel to the County. Our legal fees for services rendered under this Engagement will be billed to the Company only in the event of and following the issuance of the Bonds.

Based on an estimated \$34,000,000 principal amount of Bonds, our aggregate fees, at the agreed 0.50% of the aggregate principal amount of the Bonds, would be \$170,000, plus out-of-pocket expenses. In the event the Bonds are not issued, we will not bill our fees unless another written arrangement between and among the County, the Company and Co-Bond Counsel is made during the process. It is agreed that we will bill the Company on a monthly basis for our out-of-pocket expenses, including, but not limited to, expenses (without mark-up) we may incur on behalf of the Company relating to travel, reproduction of documents, telecommunications, filings, publications, or other expenses of a reasonable nature. In the event that the principal amount of the Bonds or the scope of this Engagement changes substantially or extraordinary matters occur which are not presently contemplated, we will seek a mutual agreement with you and the Company as to the revised nature of our services and the charges therefor. All such bills are due and payable by the Company within twenty (20) days of receipt of the invoice. Co-Bond Counsel's recourse for any payments with respect to this engagement is solely to the Company. Pursuant to the terms of this letter, the Company will pay each bill directly to Freudenthal & Bonds P.C.

We anticipate that the primary representation will be done by Barbara E. Bonds of Freudenthal & Bonds P.C. and Erick D. Stowe of Stowe LLC.

Both the County and the Company, through the execution by each of this Engagement agreement, acknowledge that the respective interests of the County and the Company could potentially become adverse during the course of this Engagement. The payment by the

Mr. Wally J. Johnson  
Sweetwater County, Wyoming  
July 3, 2012  
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Company of the County's attorneys' fees and costs hereunder does not give the Company the right to interfere, in any way, with the attorney-client relationship of the County and Co-Bond Counsel, or to make any decisions with regard to the County's handling of the matters related to the issuance of the Bonds during this Engagement.

If this Engagement will require the firm to deliver legal opinions not contemplated as of the date of this Engagement, an additional charge for the delivery of such opinions will be charged to the Company as reasonably determined by the firm on a case-by-case basis.

### **COSTS, EXPENSES AND DISBURSEMENTS**

We have entered into this Engagement with the understanding that the Company agrees to pay the costs, expenses and disbursements incurred by Co-Bond Counsel in connection with this Engagement. Examples of such costs, expenses and disbursements include, but are not limited to, photocopying charges, transcript costs, postage, courier and filing fees, computerized legal research and travel costs, all of which will be billed to the Company. Prior to incurring any significant expense we will seek prior approval from the County and the Company.

### **RECORDS**

Papers and property furnished by you to us will be returned promptly upon your request. We will retain our own files, including lawyer work product; however, the County may obtain copies of such files. For various reasons, including the minimization of unnecessary storage expenses, we may dispose of any documents or other materials retained by us after the termination of this Engagement.

### **AMENDMENT**

This Engagement agreement may be amended only in writing signed by all parties.

### **NO THIRD-PARTY BENEFICIARIES**

This Engagement agreement is for the benefit of the County, the Company, and Co-Bond Counsel and neither this Engagement agreement nor the performance of this Engagement agreement shall create any rights in any other person. There are no third-party beneficiaries to this Engagement agreement other than the Company.

### **INDEPENDENT CONTRACTOR**

The parties intend that in performing the services specified herein, Co-Bond Counsel shall act as independent contractors, having control of the work and the manner in which it is performed. We are not to be considered agents or employees of the County and we are not

Mr. Wally J. Johnson  
Sweetwater County, Wyoming  
July 3, 2012  
Page 6

entitled to participate in any employee benefits that the County may provide for its employees. We are responsible for compliance with the payment of employer-related taxes, business licenses and insurance on our own behalf and for our employees, including, but not limited to, federal and state income taxes, federal and state unemployment insurance, workers compensation insurance, adequate property damage and personal liability insurance and Social Security (FICA) taxes.

#### **NON-ASSIGNABILITY**

This Engagement agreement shall not be assignable by either party without the prior written consent of the other parties.

#### **APPLICABLE LAW**

This Engagement agreement shall be construed, interpreted and governed by the laws of the State of Wyoming without regard to the principles of conflicts of law.

We look forward to working with you. If you have any questions, please do not hesitate to contact the undersigned, Barbara Bonds at 307-634-2240 or Erick Stowe at 303-569-9128. Please execute each copy of this letter, return one copy to the undersigned in the enclosed self-addressed, stamped envelope and keep the other enclosed copy for your files.

(Balance of this page intentionally left blank.)

Mr. Wally J. Johnson  
Sweetwater County, Wyoming  
July 3, 2012  
Page 7

Very truly yours,  
**FREUDENTHAL & BONDS P.C.**

**STOWE LLC**

By \_\_\_\_\_  
Barbara E. Bonds, Principal

By: \_\_\_\_\_  
Erick D. Stowe, Principal

ACCEPTED AND APPROVED AS OF THE  
DATE SET FORTH ABOVE:

**SWEETWATER COUNTY, WYOMING**

By \_\_\_\_\_  
Wally J. Johnson, Chairman  
Sweetwater County Commissioners

Mr. Wally J. Johnson  
Sweetwater County, Wyoming  
July 3, 2012  
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ACKNOWLEDGED, ACCEPTED AND APPROVED AS OF THE  
DATE SET FORTH ABOVE:

**LOST CREEK ISR, LLC**  
**BY ITS MANAGER, UR-ENERGY USA INC.**

By \_\_\_\_\_  
Roger L. Smith, President





QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That Northpark, LLC., **Grantor**, whose address is 2493 Thunderbird Lane, Evergreen, Colorado 80439, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, conveys and quitclaims to Sweetwater County, Wyoming, **Grantee**, whose address is 80 West Flaming Gorge Way, Green River, Wyoming, a portion of Grantor's interest in certain real estate situated in Rock Springs, Wyoming, described at Book 717, Pages 538-542, in the records of the Sweetwater County Clerk, said real estate which is transferred hereto being more particularly described as follows, and with the attached Exhibit A:

The North 50.00 feet of U.S. Government Lot 17, of the 1982 BLM Supplemental Plat, of Section 16, T.19 N., R. 105 W., of the 6<sup>th</sup> P.M., Sweetwater County, Wyoming, for roadway purposes, being known as Signal Drive (County Road 4-1100), in accordance with that certain BLM road Right-of-Way easement W-71503, granted August 19, 1980, which is recorded in Book 717, Pages 538-542.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

IN WITNESS WHEREOF Northpark, LLC., **Grantor**, by and through its duly elected Board of Trustees, whose Manager has signed hereto and caused its seal to be affixed hereto.

Dated the 31st day of May 2012.

Northpark, LLC.  
By: Workforce Housing LLC, Manager

Richard C. Norris  
Richard C. Norris, Manager

Colorado  
State of Wyoming )  
Jefferson) ss.  
County of Sweetwater )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of May, 2012  
by Richard C. Norris, Manager, Northpark, LLC.

Witness my hand and official seal,

Beverly Vander Lugt  
Notary Public



My Comm. Exp. 8/25/2014

My Commission Expires 8/25/2014

Board of County Commissioners,  
Sweetwater County, Wyoming, Grantee;

Dated this \_\_\_\_\_ day of May, 2012

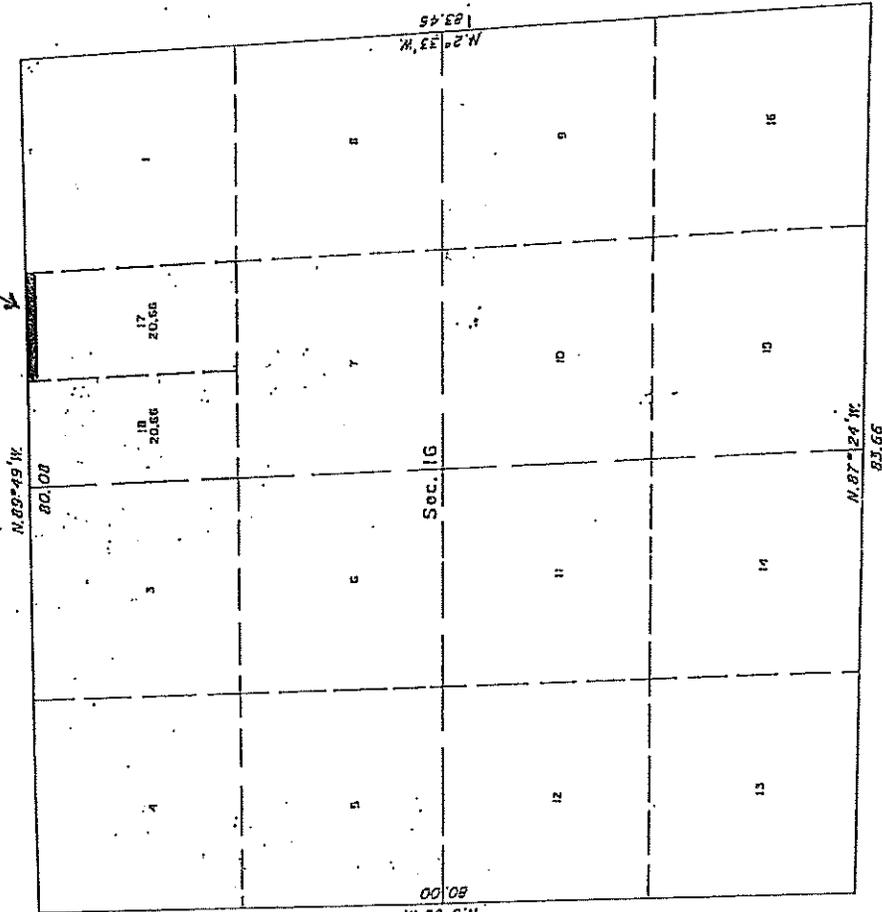
\_\_\_\_\_  
Wally J. Johnson, Chairman

ATTEST:

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

TOWNSHIP 19 NORTH, RANGE 105 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, WYOMING.  
 SUPPLEMENTAL PLAT OF SECTION 16

NORTH 50 FEET OF LOT 17



This plat showing a subdivision of original Lot 2, Sec. 16, T. 19 N., R. 105 W., Sixth Principal Meridian, Wyoming, is based upon the plat approved November 12, 1907, and accepted May 16, 1910.

EXHIBIT A

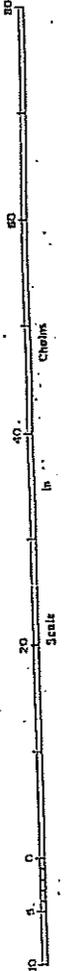
UNITED STATES DEPARTMENT OF THE INTERIOR  
 BUREAU OF LAND MANAGEMENT  
 Cheyenne, Wyoming August 4, 1922

This plat, showing amended lottings, is based upon the official records and, having been correctly prepared in accordance with the regulations of this Bureau, is hereby accepted.

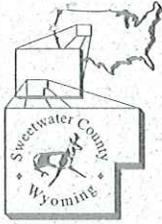
For the Director

*Richard J. Baker*

Chief Cadastral Surveyor







# SWEETWATER

## C.O.U.N.T.Y

### FACILITIES DEPARTMENT

CAPITAL CONSTRUCTION PROJECTS, MAINTENANCE & CUSTODIAL DIVISION  
50140 A US HWY 191 SOUTH • ROCK SPRINGS, WY 82901  
TELEPHONE (307) 872-3905 ~ FAX (307) 872-6469, EMAIL radosevich@sweet.wy.us

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### Interoffice Correspondence

**To:** Sweetwater County Board of County Commissioners  
**From:** Chuck Radosevich, Facilities Manager *CR*  
**Date:** June 25, 2012  
**RE:** Facilities Department Staff Replacement

On May 3, I received notice from Robin Martinez, a full time custodian, that she would be resigning her part time custodian position for personal reasons. At the time I did not need to replace this position until the Circuit Court Project was closer to being finished.

Recently, I also received a resignation from another part time employee, Angela Gunderson. She is also resigning for personal reasons. Angela's last day will be June 29.

At this time, I am requesting approval to fill the (2) vacant part time custodial positions in order to continue the level of cleaning currently being completed. I anticipate it will take approximately 3-4 weeks to hire these replacements in which the Circuit Court should be complete.

Should budget cuts necessitate the decision to not fill this position, an alternate cleaning schedule could be developed. This would be less than an ideal situation, but could function for a period of time.

**Action Requested:**

**Approve the hiring of (2) Part Time Custodian positions.**



**To:** Sweetwater County Commissioners

**From:** Krisena Marchal

**Subject:** BOCC Meeting 7/3/12

**Request the Acceptance of the FY 2012 Community Services Block Set-Aside Award**

**Executive Summary:**

The Sweetwater County Tripartite Board has been awarded a federal grant agreement in the amount of \$16,500 by the Wyoming Department of Health. It must be expended by September 30, 2012 and is managed by Sweetwater County.

The purpose of the grant project is to conduct a community needs assessment on Sweetwater County. The objective is to identify local conditions and causes of poverty. The needs assessment is a requirement to apply for other grant assistance and in the past, the assessments were utilized by many service providers in the area.

A request for proposals was advertised to get an estimate for this grant. Only one proposal was received by a consultant based in Colorado but who has already worked with Sweetwater County on numerous occasions.

The funding will be used for the following cost categories:

**FY 2012 Community Services Block Grant Set-Aside Grant Budget**

	Grant Award	County Match	TOTAL GRANT PROJECT
• Consultant (Corona Insights to perform the community needs assessment))	16,500.00		16,500.00
	<b>\$16,500.00</b>	<b>\$0</b>	<b>\$16,500.00</b>

**Recommendation:**

Staff recommends support of the grant award

**Attachments:**

1. FY 2012 Community Services Block Grant Award
2. Request for Proposals

**Actions Requested:      Motion to accept the FY 2012 Community Services Block Grant Set-Aside Award**

**GRANT AWARD AGREEMENT FOR  
THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES,  
ADMINISTRATION FOR CHILDREN AND FAMILIES,  
OFFICE OF COMMUNITY SERVICES BETWEEN  
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION,  
AND SWEETWATER COUNTY TRIPARTITE BOARD**

**Award Amount:** \$16,500.00  
**Award Period:** Effective Date through September 30, 2012  
**CFDA #:** 93.569  
**Project #:** CSBGSA.SWT1211

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are the Wyoming Department of Health, Public Health Division, 6101 Yellowstone Rd., Ste. 420, Cheyenne, WY 82002 [Agency], and Sweetwater County Tripartite Board, 80 West Flaming Gorge Way, Suite 19, Green River, WY 82935 [Subrecipient]. This Agreement concerns the Rural and Frontier Health Section, Community Services Block Grant (CSBG) Program.
2. **Purpose.** The purpose of this Agreement is for the Subrecipient to provide services and activities to low-income individuals and families as described in the Subrecipient's Statement of Work (Attachment A).
3. **Term of Grant Award Agreement and Required Approvals.** This Agreement is effective when all parties have executed it, and all required approvals have been granted (Effective Date). The term of this Agreement is from the Effective Date through September 30, 2012. All services shall be completed during this term.
4. **Funding Source and Payment.** The Agency agrees to pay the Subrecipient for the services described in Attachment A. The total payment under this Agreement shall not exceed Sixteen Thousand Five Hundred Dollars (\$16,500.00). Payment shall be made upon invoice after completion of this project, as stated in Attachment A. The Subrecipient is required to be current on Monthly Expenditures and Cash Reconciliation Reports before the payment will be processed. Payment shall be made through the Wyoming Department of Health, Public Health Division, Rural and Frontier Health Section, CSBG Program from the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services. No payment shall be made for services performed outside the term of this Agreement.
5. **Responsibilities of Subrecipient.** The Subrecipient shall perform services as identified in the Statement of Work, which by reference, is Attachment A, in accordance with the Subrecipient's FFY 12 CSBG Set-Aside Application Work Plan, the Subrecipient's FFY 12 CSBG Application Work Plan, and in accordance with the FFY 12 Wyoming CSBG State Plan, which are located at the Wyoming CSBG Office, 6101 Yellowstone Rd., Ste. 259B, Cheyenne, WY 82002.

- A. **Final End-of-Year Close-Out Report.** Subrecipient shall submit a final and accumulative financial and performance report within forty-five (45) days after the end of the term of this Agreement.
- B. **Oversight Capability.** Subrecipient shall maintain an oversight capability of all service providers to monitor and evaluate the fiscal and performance activities and to determine program compliance with all applicable laws, rules, regulations, and policies.
- C. **Reporting.** Subrecipient shall submit the following reports to the Agency:
  - i. **Expenditure and Programmatic Reports** must be submitted to the Agency, using the cmReporter database, by the 10th day of the month for the preceding month;
  - ii. **Information Systems Survey** data must be maintained by each service provider and submitted to the Agency in compilation format by the last working day in December 2012;
  - iii. **National Performance Indicator** data must be maintained by each service provider and submitted to the Agency in compilation format by the last working day in December 2012; and
  - iv. **WyoROMA Performance Reports** of actual accomplishments based on planned performance must be submitted, using the cmReporter database, to the Agency by the 10th day of the month for the preceding month.
- D. **Retention of Records.** Subrecipient shall maintain records, documents, and other evidence which sufficiently reflects all expenditures under this Agreement for a period of six (6) years after the termination of this Agreement. Such records shall be made available to the Agency or its designee, or the appropriate federal agency for review and audit.
- E. **Time Analysis Allocation.** Subrecipient shall conduct a time analysis allocation for any position dually-funded from other sources of funds to account for apportioned time charged against this Agreement.

6. **Special Provisions.**

- A. **Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of OMB Circulars A-102 and/or 2 C.F.R. Part 215; the cost principles set forth in OMB Circulars A-21, A-87 or A-122 and 48 C.F.R. Part 31; the audit requirements of OMB Circular A-133; and all applicable regulations published in the Code of Federal Regulations or other program guidance as provided to it by Agency.

- B. Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- C. Copyright License and Patent Rights.** Subrecipient acknowledges that U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services, the State of Wyoming, and Agency reserve a royalty-free, non-exclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes:
- i. the copyright in any work developed under this Agreement; and
  - ii. any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- D. Environmental Policy Acts.** Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- E. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of \$500,000 or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the 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. If findings are made which cover any part of this Grant, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- F. Federal Program Funding Requirements.** In accordance with Public Law 103-333, Section 508, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with CSBG funding, Subrecipient shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- G. Human Trafficking.** As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives

funds under this Agreement:

- i. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procures a commercial sex act during the period of time that the award is in effect; or
  - iii. Uses forced labor in the performance of the award or subawards under the award.
- H. Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- I. Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its service providers in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, Agreement, cooperative agreement, or loan.
- J. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its service providers. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- K. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement. Federal law requires the Subrecipient to include all relevant special provisions of this Agreement in every subagreement awarded over Ten Thousand Dollars (\$10,000.00) so that such provisions are binding on each service provider.

- L. Non-Supplanting Certification.** Subrecipient hereby affirms that federal 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.
- M. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.
- N. Pro-Kids Act of 1994.** In accordance with Part C of Public Law 103-227, smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by CSBG. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

The above language must be included in any subawards that contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

- O. Purchase of American-Made Equipment.** In accordance with Public Law 103-333, Section 507, Subrecipient agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American-made.
- P. Religious Activities.** The subrecipient and any sub-awardees shall not use CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program. Regulations pertaining to the prohibition of Federal funds for inherently religious activities can be found on the HHS website at: <http://www.os.dhhs.gov/fbci/waisgate21.pdf>.
- Q. Suspension and Debarment.** 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 nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded 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](http://www.epls.gov). Further, Subrecipient agrees to

notify Agency by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

- R. **Transparency Act.** In accordance with 2CFR Part 170, Subrecipients must adhere to Subaward and Executive Compensation reporting requirement of “the Transparency Act.” Under the Transparency Act, all subawards over \$25,000 must be reported, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act (FFATA) at the following URL: [http://www.acf.hhs.gov/grants/award\\_term\\_ffata.html](http://www.acf.hhs.gov/grants/award_term_ffata.html).

## 7. General Provisions.

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed, and signed by all parties to this Agreement.
- B. **Americans with Disabilities Act.** The Subrecipient shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.
- C. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- D. **Assignment/Grant Award Agreement 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 Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- E. **Audit/Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data and records of the Subrecipient which are pertinent to this Agreement.
- F. **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 Subrecipient, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient 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 Agreement in order to acquire similar services from another party.

- G. Award of Related Grant Award Agreements.** The Agency may undertake or award supplemental or successor Agreements for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- H. Certificate of Good Standing.** If applicable, Subrecipient shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Agreement.
- I. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- J. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and not release such information to a third party unless directed to do so by Agency.
- K. Conflict of Interest.** Subrecipient 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. Subrecipient shall notify the Agency of any potential or actual conflicts of interest arising during the course of the Subrecipient's performance under this Agreement. This Agreement may be terminated in the event a conflict of interest arises. Termination of the Agreement will be subject to a mutual settlement of accounts. In the event the Agreement is terminated under this provision, the Subrecipient shall take steps to insure that the file, evidence, evaluation, and date are provided to the Agency or its designee. This does not prohibit or affect the Subrecipient'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 Agreement 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.

- L. Entirety of Grant Award Agreement.** The parties recognize this Agreement is subject to the Subrecipient's FFY 2012 Set-Aside CSBG Application, the Subrecipient's FFY 2012 CSBG Application, and the FFY 2012 Wyoming CSBG State Management Plan, all of which can be located at the Wyoming CSBG Office, 6101 Yellowstone Rd., Suite 259B, Cheyenne, WY 82002. This Agreement, consisting of twelve (12) pages, and the Statement of Work (Attachment A), consisting of two (2) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- M. Ethics.** Subrecipient shall keep informed and comply with the Wyoming Ethics and Disclosure Act (Wyoming Statute Section 9-13-101 et seq.), and any and all ethical standards governing Subrecipient's profession.
- N. Extensions/Renewals.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.
- O. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement 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.
- P. Indemnification.** The Subrecipient shall indemnify, defend, and hold harmless the State, the Agency, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Subrecipient's failure to perform any of Subrecipient's duties and obligations, hereunder or in connection with the negligent performance of Subrecipient's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Subrecipient's malpractice.
- Q. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. The Subrecipient shall be free from direction over detail of performance of services under this Agreement

and assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient 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 Subrecipient agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to the State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents and/or employees as a result of this Agreement.

- R. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement shall be paid by either party.
- S. **Notice and Approval of Proposed Sale or Transfer of the Subrecipient.** The Subrecipient shall provide the Agency with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Subrecipient. Such notice shall be provided in accordance with the notice provision of this Agreement. If the Agency determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of the Subrecipients's obligations under this Agreement, then the Agency may, at its option, terminate or renegotiate the Agreement.
- T. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, or delivery in person.
- U. **Ownership and Destruction of Documents/Information.** Agency owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information/documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Subrecipient agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Subrecipient agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- V. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement until this Agreement has been reduced to writing, 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).

- W. 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 Subrecipient, shall identify the Agency as the sponsoring Agency and shall not be released without prior written approval from the Agency.
- X. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Y. Sovereign Immunity.** The State of Wyoming, the Agency and Subrecipient do not waive sovereign immunity by entering into this Agreement 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. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- Z. Taxes.** The 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.
- AA. Termination.** This Agreement may be terminated by the Agency upon thirty (30) days written notice. This Agreement may be terminated immediately for cause if the Subrecipient fails to perform in accordance with the terms and conditions of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities.
- BB. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this

Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

- CC. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- DD. Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language of this Agreement.
- EE. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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**ATTACHMENT A**

**STATEMENT OF WORK**

Wyoming Department of Health  
Public Health Division  
Rural and Frontier Health Section  
CSBG Program

Set-Aside Agreement

Sweetwater County Tripartite Board  
80 West Flaming Gorge Way, Suite 19  
Green River, WY 82935

February 29, 2012

**General Description**

This document is intended as a Statement of Work (SOW) to identify and describe important milestones and deliverables for the Sweetwater County Tripartite Board Set-Aside Grant. The goal of the project is to conduct a Community Needs Assessment for human services planning in Sweetwater County, Wyoming. The CSBG Act federally mandates each Tripartite Board complete a Community Needs Assessment once every three years.

**Timeline and Deliverables**

The following table shows specific tasks, weeks committed to each task, cost, and expected completion date. All work within this project will be completed by September 30, 2012. This includes contracting with Corona Insights who through a request for proposal process was determined to be the most appropriate to conduct the required Community Needs Assessment. The Community Needs Assessment will identify local conditions and causes of poverty enabling the Sweetwater County Tripartite Board to effectively make CSBG funding decisions based on priority. Payment shall be made after all work is complete as stated, and upon invoice from Corona Insights to the Sweetwater County Tripartite Board and forwarded to Tricia Dean, Program Specialist, CSBG Program, 6101 Yellowstone Rd., Ste. 259B, Cheyenne, WY 82002.

**Timetable and Deliverables**

<b>Tasks</b>	<b>Description</b>	<b>Weeks</b>	<b>Cost</b>	<b>Date to be Completed</b>
1	<b>Survey of Target Populations</b> Conduct a survey of low-income populations to specifically learn about barriers to self-sufficiency and other areas of interest to the Sweetwater County Tripartite Board.	8	\$3,750.00	7/20/2012
2	<b>Statistical Analysis of Poverty</b> Prepare a current breakdown of the population by "key poverty factors", along with demographic profiles of key populations.	4	\$6,000.00	8/10/2012
3	<b>Statistical Analysis of Economic Conditions</b> Gather Sweetwater County economic data from standardized Federal sources, state and local level figures, and/or other techniques as appropriate.	4	\$2,300.00	9/7/2012
4	<b>Recommendations and priorities</b> Develop recommendations for the Sweetwater Tripartite Board based on a comparison of needs, priorities, and resources for the County.	3	\$3,500.00	9/28/2012
5	<b>Project meetings, management, &amp; presentations</b>	18	\$950.00	9/28/2012
<b>TOTALS</b>		<b>18</b>	<b>\$16,500.00</b>	<b>9/30/2012</b>

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

This Agreement is not binding on either party until approved by the Division of Procurement Services, Department of Administration and Information, and the Governor of the State of Wyoming, if required by Wyoming Statute 9-2-1016(b)(iv).

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

**WYOMING DEPARTMENT OF HEALTH**

\_\_\_\_\_  
Thomas O. Forslund, Director

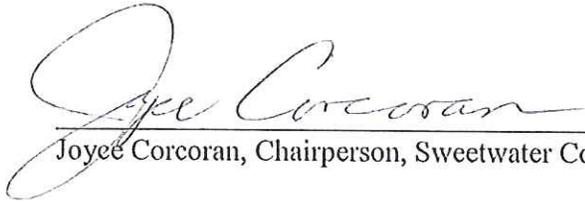
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Date Signed

**DIVISION – Public Health Division**

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

\_\_\_\_\_  
Date Signed

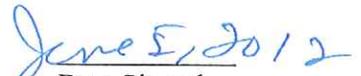
**SUBRECIPIENT**

  
\_\_\_\_\_  
Joyce Corcoran, Chairperson, Sweetwater County Tripartite Board

\_\_\_\_\_  
Date Signed

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

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

  
\_\_\_\_\_  
Date Signed

## REQUEST FOR PROPOSALS

### **CSBG Sweetwater County Community Needs Assessment**

The Sweetwater County Tripartite Board is requesting proposals from firms to conduct a Community Needs Assessment on Sweetwater County. This project is contingent upon approved funding from the Community Services Block Grant. Federal requirements mandate that the Sweetwater County Tripartite Board develops a Community Action Plan that must include a Community Needs Assessment every three years.

The objective of this Community Needs Assessment is to identify local conditions and causes of poverty, and the final product of this project should include:

- Statistical Analysis on Poverty
- Statistical Analysis on the Economic Conditions
- Survey of Target Populations
- Comparison of Needs, Priorities and Resources (including recommendations)

The statements of proposals should consist of:

- Outline of approach for this project
- Timeline
- Qualifications of the individuals who will take lead roles in the project
- Work history and/or Client Lists
- Budget

Work related to this project would begin May 1, 2012 and must be completed by September 30, 2012. Ten (10) copies of the final report, an electronic copy and a final presentation of the results are required as well as.

Groups or individuals who would like additional information about this project should contact County Grants Manager Krisena Marchal at (307) 872-6470 or email [marchalk@sweet.wy.us](mailto:marchalk@sweet.wy.us).

Two (2) copies of proposals and an electronic copy must be submitted to:

**Sweetwater County Tripartite Board**  
**Attn: Krisena L. Marchal, Grants Manager**  
**80 West Flaming Gorge Way, Suite 19**  
**Green River, WY 82935**

All proposals must be received by **5pm MST, Thursday, February 23, 2012**. No one will be excluded from this solicitation process because of race, color, religion, national origin, gender, age, income, or disability. The Sweetwater County Tripartite Board shall have the authority to reject any or all proposals, and to waive any formalities. Should no qualified firms respond to an area of work required, the Sweetwater County Tripartite Board reserves the right to make a selection based upon criteria developed by the Sweetwater County Tripartite Board.



**To:** Sweetwater County Commissioners  
**From:** Krisena Marchal  
**Subject:** BOCC Meeting 7/3/12  
 Request the Approval of the 2011 Juvenile Accountability Block Grant (JABG) Contract

**Executive Summary:**

Sweetwater County was awarded a 2011 Juvenile Accountability Block Grant (JABG) contract in the amount of \$17,387 to be considered for approval. This federal funding will be combined with other funding sources to sustain the Sweetwater County Truancy Program for an additional 12 months, or specifically for the period January 1, 2013 through December 31, 2013 (Detailed below).

**2013 Truancy Program Sources of Funding**

	2011 JABG Award	Required Grant Match @ 10%	Additional Cash Contribution	TOTAL FUNDING
Green River	2,711	301		3,012
Rock Springs	5,465	607		6,072
Sweetwater County	9,211			9,211
School District #1		682	9,118	9,800
School District #2		342	3,158	3,500
DFS Grant			8,152	8,152
	<b>\$17,387</b>	<b>\$1,932</b>	<b>\$20,428</b>	<b>\$39,747</b>

The funding will be used for the following cost categories:

**2013 Truancy Program Budget**

	2011 JABG & Other Contributions	Sweetwater County	TOTAL GRANT PROJECT
•Salary/Wages (For 1 part-time Grade 13 Agent @ 35 hours/week)	34,632		34,632
•Benefits (FICA, Medicare, Worker's Compensation; no accruals)	2,965		2,965
•Supplies (Includes telephone and supplies)	1,400		1,400
•Travel	750		750
	<b>\$39,747</b>	<b>\$0</b>	<b>\$39,747</b>

**Recommendation:**

Staff recommends approval of the grant contract.

**Attachments:**

1. 2011 Juvenile Accountability Block Grant Contract

**Action Requested:**

Motion to approve, and have the Chairman sign, the 2011 Juvenile Accountability Block Grant contract between the Wyoming Department of Family Services and Sweetwater County

**JUVENILE ACCOUNTABILITY BLOCK GRANT CONTRACT  
BETWEEN THE WYOMING DEPARTMENT OF FAMILY SERVICES  
AND SWEETWATER COUNTY**

1. **Parties.** The parties to this Contract are the Wyoming Department of Family Services, whose address is 2300 Capitol Avenue, Third Floor, Cheyenne, WY 82002-0490 (Agency), and Sweetwater County, whose address is 80 West Flaming Gorge Way, Green River, WY 82935 (Contractor).

2. **Purpose of Contract.** Per Attachment A, which is attached and incorporated herein by reference, the Contractor shall provide, under the 2011 Juvenile Accountability Block Grant (JABG), the Sweetwater County Truancy Program.

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, whichever is later, through December 31, 2013. All services shall be completed during this term. This Contract may be renewed once 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 as to form by the Attorney General and approved by the Department of Administration & Information, Procurement Services Division (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 in Attachment A. The total payment under this Contract shall not exceed Seventeen Thousand Three Hundred Eighty-Seven Dollars (\$17,387.00). This amount requires a cash match of One Thousand Nine Hundred Thirty-Two Dollars (\$1,932.00) by the Contractor. Quarterly payment shall be made upon receipt of an approvable invoice and program report. When submitting invoices, the Contractor shall reference Contract No. JB-11-005. The source of funds for this Contract is the Juvenile Accountability Block Grant (JABG), CFDA #16.523. No payment shall be made for services performed before the date upon which the last required signature is affixed to this Contract.

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 Agency a copy of the final audit, along with the Contractor's response to the audit.

5. **Responsibilities of Contractor.** The Contractor shall:

A. Comply with requirements outlined in Attachment A.

- B. File quarterly progress and expenditure reports to Agency.
- C. Maintain a Juvenile Crime Enforcement Coalition.
- D. Supply a membership list and meeting schedule to Agency.
- E. Provide the Agency a copy of annual compliance audit or financial statement.

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

- A. Conduct a monitoring site-visit and an evaluation of the overall JABG project.
- B. Provide technical assistance, consultation, and coordination as needed and requested by the Contractor.
- C. Approve or disapprove the invoice submitted by the Contractor for payment.

7. **Special Provisions**

A. **Administration of Federal Funds.** Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of OMB Circulars A-102 and/or 2 C.F.R. Part 215; the cost principles set forth in OMB Circulars A-21, A-87 or A-122 and 48 C.F.R. Part 31; the audit requirements of OMB Circular A-133; and all applicable regulations published in the Code of Federal Regulations or other program guidance as provided to it by Agency.

B. **Copyright License and Patent Rights.** Contractor acknowledges that Administration for Children and Families, the State of Wyoming, and Agency reserve a royalty-free, non-exclusive, unlimited and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Contractor purchases ownership using funds awarded under this Contract. Contractor must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.

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

D. **Federal Audit Requirements.** Contractor agrees that if it expends an aggregate amount of Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting

Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this Grant, Contractor shall provide one (1) copy of the audit report to Agency and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

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

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

(ii) Procures a commercial sex act during the period of time that the award is in effect; or

(iii) Uses forced labor in the performance of the award or sub awards under the award.

**F. Limitations on Lobbying Activities.** In accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Contractor or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. The Contractor and its subcontractors shall submit a certification statement and disclosure form acceptable to the Agency before commencement of the work.

**G. Limitations of Payment.** 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 the 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.

**H. 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 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.

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

**J. Nondiscrimination.** The Contractor shall comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3789d); the Victims of Crime Act (42 U.S.C. 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. 2000d); the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); the Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

The Contractor will take reasonable steps to ensure meaningful access to their programs, services and activities to Limited English Proficiency (LEP) persons, in accordance with Title VI and the Safe Streets Act.

In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the ground of race, color, religion, national origin, sex, or disability against a recipient of funds, the Contractor will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs, and the Department of Family Services (DFS).

The Contractor will provide an Equal Employment Opportunity Program (EEOP) to the Office for Civil Rights, Office of Justice Programs and the Department of Family Services, if required to maintain one; otherwise, it will provide a certification to the Office for Civil Rights, Office of Justice Programs and the Department of Family Services, that it has a current EEOP on file, if required to maintain one. For grantee agencies receiving less than Twenty-Five Thousand Dollars (\$25,000.00); or grantee agencies with less than fifty (50) employees, regardless of the amount of the award, no EEOP is required.

In accordance with federal civil rights laws, the Contractor shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws. Information about civil rights obligations of grantees can be found at [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr).

Procedures for responding to discrimination complaints from employees, clients, customers and/or service recipients of the Department of Family Services is available on the DFS website, Human Resources Division <http://dfsweb.state.wy.us/about-us/director/hr.html>, or can be obtained by calling the DFS Ombudsman, (307) 777-7734, or (800) 457-3659.

**K. Non-Supplanting Certification.** Contractor hereby affirms that federal grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Contractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.

**L. Program Income.** Contractor shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds

distributed under this Contract must be used to increase the scope of the program or returned to Agency.

**M. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor and related to the services and work to be performed under this Contract, shall identify Department of Family Services as the sponsoring agency and shall not be released without prior written approval of Agency.

**N. Suspension and Debarment.** By signing this Contract, Contractor certifies that it is not suspended, debarred, or voluntarily excluded from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded. Further, Contractor agrees to notify this Agency by certified mail should Contractor or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Contract.

## **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. Americans with Disabilities Act.** The Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.

**C. 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 or federal law.

**D. 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.

**E. Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Contractor's failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.

**F. Audit.** 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.

**G. 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.

**H. 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.

**I. 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.

**J. 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.

**K. 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 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.

**L. Entirety of Contract.** This Contract, consisting of ten (10) pages, and Attachment A, consisting of forty-eight (48) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**M. 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.

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

**O. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

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

**Q. Kickbacks.** The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If

the Contractor breaches or violates this warranty, the Agency may, at its discretion, terminate this Contract without liability to the Agency, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

**R. 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.

**S. 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.

**T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).

**U. 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 the Contract, and specifically retains immunity and all defenses available to them as a local government entity pursuant to Wyo. Stat. § 1-39-104 *et seq.*, and all other state or federal law.

**V. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

**W. Termination of Contract.** This Contract may be terminated, without cause, by either party 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 and conditions of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities.

**X. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the

parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

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

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

**AA. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

**THIS SPACE 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, 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**  
**Department of Family Services**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Debra Dugan-Doty, Administrator  
Social Services Division

\_\_\_\_\_  
Date

**CONTRACTOR**  
**Sweetwater County**

\_\_\_\_\_  
Wally J. Johnson  
Chairman of the Board  
County Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested by:  
Steven Dale Davis  
County Clerk

\_\_\_\_\_  
Date

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

*Marion Yoder #88419*  
\_\_\_\_\_  
Marion Yoder  
Senior Assistant Attorney General

*June 4, 2012*  
\_\_\_\_\_  
Date



**To:** Sweetwater County Commissioners  
**From:** Krisena Marchal  
**Subject:** BOCC Meeting 7/3/12

**Request the Acceptance and Approval of the FY 2013 Services to Victims of Crime Grant Contract and Subgrantee Audit Requirements**

**Executive Summary:**

Sweetwater County has been awarded a grant contract in the amount of \$95,811 by the Division of Victim Services to be considered for approval. It is for the term July 1, 2012 to June 30, 2013.

The purpose of the grant project is to endorse the Victim and Witness Bill of Rights (§ 1-40-201). This is done by making sure that the rights of victims are upheld by acting as a liaison between attorneys and victims, assisting with dispositions, etc. Last year, the employees provided 6,137 direct (personal) contact services to 1,286 victims of crime. This grant supplements services already being provided by the County Attorney's Office.

The funding will be used for the following cost categories:

**FY 2013 Services to Victims of Crime Grant Budget**

	Grant Award	County Match	TOTAL GRANT PROJECT
•Salary/Wages (For 2 part-time Grade 16 employees)	60,722.05		60,722.05
•Benefits (FICA, Medicare, Worker's Compensation, retirement; accruals for holiday and vacation but limited for use during the term of the grant contract)	10,500.00		10,500.00
•Supplies/Supportive Services (Includes publications, advertising, outreach, engagement and supplies)	8,403.65		8,403.65
•Specialized Training (Includes registration, travel, hotel and meals)	12,451.70		12,451.70
•Emergency Assistance (To victims)	3,733.60		3,733.60
	<b>\$95,811.00</b>	<b>\$0</b>	<b>\$95,811.00</b>

**Recommendation:**

Staff recommends support of the contract and approval of the audit requirements.

**Attachments:**

1. FY 2013 Services to Victims of Crime Grant Contract
2. Division of Victim Services Subgrantee Audit Requirements

**Actions Requested:**

**1. Motion to accept the FY 2013 Services to Victims of Crime Grant Contract between the Sweetwater County Attorney's V/W Division and the Division of Victim Services.**

**2. Motion to approve, and have the Chairman sign, the Division of Victim Services Subgrantee Audit Requirements**

# FISCAL YEAR 2013 CONTRACT

For  
Services to Victims of Crime Between  
Division of Victim Services and Sweetwater County Attorney's V/W Division

1. **Parties.** The parties to this Contract are Sweetwater County Attorney's V/W Division [CONTRACTOR], whose address is 80 W. Flaming Gorge Way, Ste. 21, Green River, WY 82935 and the Division of Victim Services [DIVISION], whose address is 122 W. 25<sup>th</sup> St., 1<sup>st</sup> Floor West, Cheyenne, WY 82002.
2. **Purpose of Contract.** The purpose of this Contract is to provide funds to Wyoming Victim Service Providers.

Provision of Services: The Contractor shall provide services to victims of all crime as defined by and in accordance with applicable federal law, state law, the applicable Rules and Regulations of the Division of Victim Services and the approved strategic plan, grant proposals, and budgets on file at the Division. The Contractor agrees to adhere to all federal grant requirements and the assurances, Attachment A, which is attached and made a part of this Contract and is being signed simultaneously with this Contract.

3. **Term of Contract.** This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of this Contract is from July 1, 2012 to June 30, 2013. All services shall be completed during this term.
4. **Reimbursement.** The Division agrees to pay Contractor for the services described herein.
  - A. **Reimbursement.** The Agency agrees to pay Contractor for services described herein. The total reimbursement under this Contract shall not exceed \$95,811.00 (ninety-five thousand eight hundred eleven dollars). No reimbursement shall be made for work performed prior to the date upon the last required signature is affixed to this Contract. The **MAXIMUM** amount payable under this Contract is \$95,811.00 (ninety-five thousand eight hundred eleven dollars) and is allocated as follows:

1. The following federal funds must support the project as outlined in the FY2013 approved grant proposal:
  - a. VAWA: \$0.00. Funds will be paid from the 2011-WF-AX-0051 VAWA grant, CFDA #16.588.
  - b. VAWA SASP: \$0.00. Funds will be paid from the 2011-KF-AX-0001 grant, CFDA #16.017.

- c. VOCA: \$0.00. Funds will be paid from the 2011-VA-GX-0026 VOCA grant, CFDA # 16.575.
  - d. FVPSA: \$0.00. Funds will be made from the 2012G991538 grant, CFDA # 93.671.
2. The following FY2013 state funds must support the project as outlined in the FY20134 approved grant proposal:
- a. State Family Violence funds: \$0.00.
  - b. State Victim Witness funds: \$63,374.00.
  - c. State funds for salaries: \$8,213.00.
  - d. State Surcharge funds: \$24,224.00.
  - e. State Child Advocacy Project funds: \$0.00.

B. Suspension of Reimbursement

1. If the Contractor is not in compliance with the Division's Rules and Regulations (see section 5 (B) and 6 (B) below) the Division may withhold reimbursement for the month following the noncompliance and suspend future reimbursements until the Contractor is in compliance.

5. Responsibilities of Contractor.

- A. Performance Accountability. The Contractor's governing body shall be accountable for the performance of this Contract.
- B. Compliance With Rules. The Contractor shall comply with all applicable Rules and Regulations of the Division of Victim Services. In the event the Contractor's monthly statistics, fiscal, progress, or project summary reports are thirty (30) days late, the Division may withhold further reimbursements until all reports are made current.
- C. Management Information System. The Contractor shall submit to the Division by electronic submission, accurate information on each client in the manner required by Division.
- D. Financial Records and Reports. The Contractor shall maintain accounting records and documents in accordance with generally accepted accounting procedures and provide financial reports as may be requested by the Division.

- E. Monitoring and Evaluation. The Contractor agrees to monitoring and evaluation of programs, services, and Contract compliance, to be conducted by staff of the Division in accordance with the applicable Rules and Regulations of the Division of Victim Services.
- F. Corrective Action. The Contractor shall take corrective action in a timely manner to remedy any deficiencies affecting compliance with this Contract and/or to remedy any deficiencies affecting substantial compliance with the applicable Rules and Regulations of the Division of Victim Services.
- G. Minutes. Copies of minutes of board of directors' meetings will be on file at the program office and made available for review upon request of the Division.
- H. Required Meetings. The Contractor will ensure representation at grantee meetings, and management and program training's convened by or on behalf of the Division.

6. **Responsibilities of the Division**

- A. Consultation. The Division shall consult with and advise the Contractor, as necessary, to enable the Contractor to complete its duties under this Contract.
- B. Withholding Payments. The Division shall make payments to the Contractor, upon receipt of monthly invoice, unless the Contractor has failed to meet the requirements of this Contract, at which time the Division shall notify the applicable president or chairman of the board or administering agency designee of such noncompliance. Failure to take prompt corrective action may result in the Division withholding payments until appropriate corrective action has been taken. If such action is not taken, the Contract may be terminated in accordance with the applicable Rules and Regulations of the Division of Victim Services or Section 8, paragraph W of this Contract.
- C. Monitoring and Evaluation. The Division shall monitor and evaluate the Contractor's compliance with the conditions and provisions set forth in this Contract.

7. **Special Provisions**

- A. Source of Funds. Funds for this Contract are a combination of federal funds made available by the U.S. Congress and state general funds made available by the Wyoming Legislature. There is no obligation on the part of the State of Wyoming to continue these services with state general funds or with federal funds.
- B. Interest on Funds. The Contractor may not draw interest payments on funds made available through this Contract.

- C. Prohibited Uses of Funds. Funds made available to the Contractor through this Contract shall be used for purposes specified in the Contract and not for any other purpose. Prohibited uses of funds include, but are not limited to:
1. Capital construction projects or the purchase of buildings or other long-term capital investments unless otherwise specifically provided herein;
  2. Payment of expenses for lobbying for state and federal funds, including, travel, per diem, telephone, printing, or services of a lobbyist.
- D. Services for Full Term of Contract. The Contractor shall comply with all requirements of this Contract and shall provide all contracted services.
- E. Full-time County Offices. The Contractor agrees to maintain a full-time office in Sweetwater County in accordance with the Contractor's application for funding.
- F. Prohibition of Subcontracting. The Contractor shall not subcontract any services purchased under this Contract without prior written approval of the Division. If the Division approves a subcontract arrangement by the Contractor, the Contractor shall retain full program and fiscal responsibility for subcontracted services.
- G. 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.
- H. 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.
- I. Limitations on Lobbying Activities. By signing this agreement, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- J. Publicity. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor and related to the services and work to be performed under this agreement, shall identify the Office of the Attorney General, Division of Victim Services as the sponsoring agency and shall not be released without prior written approval of Agency.

- K. Human Trafficking. As required by 22 U.S.C. 7104(g) and 2 C.F.R. 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 the award is in effect;
  2. Procures a commercial sex act during the period of time the award is in effect; or
  3. Uses forced labor in the performance of the award or subawards under the award.
- L. Federal Audit Requirements. Contractor agrees that if it expends an aggregate amount of \$500,000 or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this Grant, Contractor shall provide one (1) copy of the audit report to Division and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Division's records.

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. Americans with Disabilities Act. The Contractor shall not discriminate against a qualified individual with a disability and shall comply with the American with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101 *et seq.*, and/or any properly promulgated rules and regulations related thereto.
- C. 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 that the State of Wyoming and the Division retain sovereign immunity as a defense to all disputes arising from the Contract, tort claims, and Wyo. Stat. §§ 1-39-102 through 1-39-104 and all other state or federal law.
- D. 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 hereof, for collateral for any financial obligation without the prior written permission of the Division.

- E. Assumption of Risk. The Contractor shall be responsible for any loss of state or federal funding either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Division shall notify the Contractor of any state or federal determination of noncompliance.
- F. Audit/Access to Records. The Division 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 Division may request a standard audit of a Contractor's financial records to be completed at the Contractor's expense. The Contractor shall maintain such records for seven (7) years after termination of the Contract, or for one (1) year after the final resolution of any dispute arising from the Contract, whichever is later.
- G. Availability of Funds. Each payment obligation of the Division is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated or available for the continuance of the services performed by the Contractor, the Contract may be terminated by the Division at the end of the period for which the funds are available. The Division shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. The parties agree that no penalty shall accrue to the Division in the event this provision is exercised, and the Division shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- H. Award of Related Contracts. The Division, under the applicable Rules and Regulations of the Division of Victim Services, may undertake or award to another contractor successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Division in all such cases.
- I. Certificate of Good Standing. Contractor shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
- J. Compliance with Law. The Contractor shall keep informed of and comply with all applicable federal and state laws and federal and state rules and regulations in the performance of this Contract, specifically including: Wyo. Stat. § 1-40-118(b), Wyoming Nonprofit Corporations Act, Wyo. Stat. §§ 17-19-101 through 17-19-1807, the applicable Rules and Regulations of the Division of Victim Services, and all subsequent amendments which relate to this Contract and the services to be provided.
- K. Entirety of Contract. This Contract, consisting of ten (10) pages, Attachment A,

consisting of four (4) pages, Attachment B, OMB A-133, consisting of one (1) page, and the Contractor's approved strategic plan and the grant proposals, which are on file with the Division, represent 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 all applicable federal, state, and local laws and regulations in the performance of this Contract, including Executive Branch Code of Ethics (Executive Order 1997-4), 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. Consistent with the terms of this Contract, Contractor shall be free from direction over detail of performance of services under this Contract and 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 Division, or to incur any obligation of any kind on behalf of the State of Wyoming or the Division. The Contractor agrees that no health/hospitalization benefits, worker's compensation, unemployment, 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. Kickbacks. The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees,

commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violated this warranty, the Division may, at its discretion, terminate this Contract without liability to the Division, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- Q. 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.
- R. 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 by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- S. Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- T. Sovereign/Governmental Immunity. The State of Wyoming and the Division do not waive their sovereign immunity nor does the Contractor waive its governmental immunity by entering into the Contract, and each specifically retain immunity and all defenses available to them as sovereigns or as a governmental entity pursuant to Wyo. Stat. § 1-39-104(a) and all other state or federal law.
- U. Suspension and Debarment. By signing this agreement Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred, or voluntarily excluded 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](http://www.epls.gov). Further, Contractor agrees to notify the Division by certified mail should it or of any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.
- V. Termination of Contract. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice of termination, to the other party or parties to this Contract. This Contract may be terminated immediately for cause by the Division if the Contractor fails to perform in accordance with the terms and conditions set forth in this Contract.

The Contractor agrees to termination of the Contract in accordance with the applicable Rules and Regulations of the Division of Victim Services after the

occurrence of any of the following events unless the deficiency is corrected to the satisfaction of the Division.

1. The Contractor is not using contract funds for contract purposes;
2. The contract program is not providing services to victims of crime consistent with § 1-40-118(b);
3. The program is not of an acceptable standard or quality under the applicable Rules and Regulations of the Division of Victim Services;
4. The Contractor is not complying with the terms of the Contract; or,
5. The Contractor commits an act or omission in violation of federal, state, or local laws or rules of the Division which would affect services to clients served under 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.

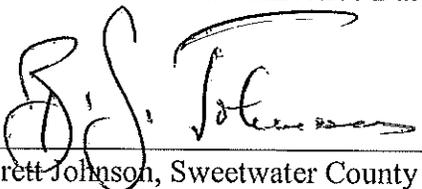
X. Waiver. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

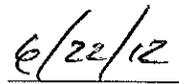
**INTENTIONALLY LEFT BLANK**

9. **Signatures.** In witness thereof, the parties to this Contract through their duly authorized representatives have executed this Contract on the day and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of the Contract as set forth herein.

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 Contract Effective Date is the date of the signature last affixed to this page.

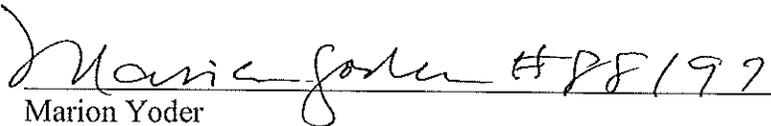
  
\_\_\_\_\_  
Brett Johnson, Sweetwater County Attorney

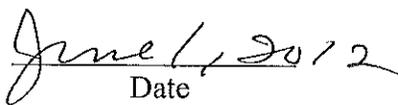
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Cara Boyle Chambers, Director  
Division of Victim Services

\_\_\_\_\_  
Date

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

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

  
\_\_\_\_\_  
Date

## **CERTIFIED ASSURANCES AND SPECIAL PROVISIONS:**

The applicant hereby certifies the project described in this application meets all the requirements of the Victims of Crime Act, 1984, as amended and/or the Violence Against Women Act of 2005, all information contained in the application is correct, there has been appropriate coordination with affected agencies and the applicant will comply with all provisions of the Act and all other applicable Federal and state laws, rules and regulations that have been or may hereafter be established.

Eligible victims' assistance programs, which receive funding from VOCA and/or VAWA funding, are required to sign a contract assuring they will:

- A. Adhere to any and all federal and state laws, federal and state rules and regulations.
- B. Submit statistical reports as required by the Division of Victim Services (Division).
- C. Submit to an on-site evaluation conducted by the staff of the Grantee, or designee.
- D. Agree to cooperate and coordinate with all relevant state, local, or federal law enforcement and prosecution agencies, including the Law Enforcement Victim-Witness Coordinator in the United States Attorney's Office for the District of Wyoming.
- E. Victim safety: The Subgrantee understands that victim safety is a guiding principle that underlies the grant programs. The goals and services of the Subgrantee shall reflect this principle accordingly.
- F. Civil Rights Requirements.
  1. Subgrantee shall comply with any applicable statutorily-imposed nondiscrimination requirements which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S.

Department of Justice Equal Treatment for Faith-Based Organizations).

2. Subgrantee shall supply, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination, after a due process hearing on the grounds of race, color, religion, national origin, sex, age, or handicap against Subgrantee, copies of the finding to the Office of Civil Rights Compliance, Office of Justice Programs and to the Division of Victim Services, 122 W. 25<sup>th</sup>, 1<sup>st</sup> Floor West, Cheyenne, Wyoming, 82002.
3. Subgrantee will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs and the Division, if required to maintain one; otherwise, it will provide a certification to the Office for Civil Rights, Office of Justice Programs and the Division that it has a current EEO on file, if required to maintain one. For subgrantee agencies receiving less than \$25,000; or subgrantee agencies with less than 50 employees, regardless of the amount of the award, no EEO is required. Information about civil rights obligations of subgrantees can be found at <http://www.ojp.usdoj.gov/ocr/>.
4. Subgrantees that receive more than a total of \$500,000.00 in federal funds are required to complete the federal Office of Management and Budget Circular A-133 Audits of States, Local Governments and Nonprofit Organizations every year.

F. Drug-Free Workplace Certification.

1. Subgrantee shall certify, disclose, and maintain at all times during this contract a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and its regulations contained in 28 C.F.R. Part 67.
2. Subgrantee shall certify the program environment shall be free of tobacco smoke to comply with all the requirements of the Pro-Children Act of 1994.

G. Certification Regarding Lobbying and Disclosure for Reporting Lobbying Activity.

1. Subgrantee assures no Federal Appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of a Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in conjunction with the awarding of any Federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. Subgrantee shall certify and disclose accordingly in compliance with Section 319 of the Department of Interior and Related Agencies Appropriations Act for Fiscal Year 1990:

a. Attachment H.U.S. Department of Justice, Certification Regarding Lobbying, is to be signed.

H. Debarment and Suspension Certification.

1. Subgrantee shall certify and disclose in accordance with the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. Part 67, Section 67.510. A U.S. Department of Justice Certification is to be signed (i.e., no person on the "debarment list" receives federal grant funds).

I. The Subgrantee assures grant funds awarded will not supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal and state funds, be made available for victim assistance activities.

J. The Subgrantee assures it will assist victims in seeking any available crime victim compensation benefits.

K. The Subgrantee assures it will include as a principal mission or component of its program, services to the population included in their designation.

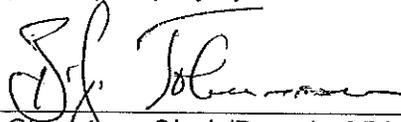
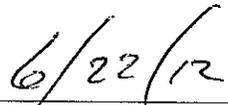
L. The Subgrantee assures fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records, as the Division shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds.

M. The Subgrantee assures its priority focus is to consider offering those services to meet emergency assistance and the urgent emotional or physical needs of victims.

- N. The Subgrantee certifies it will promote within the community coordinated public and private efforts to aid victims.
- O. The Subgrantee shall return to the Division any unobligated grant funds on hand within 45 days after the end of the granting period.
- P. The Subgrantee assures to demonstrate a record of providing effective services to victims including providing the appropriate percentage of match contribution when match is required.
- Q. The Subgrantee assures it is a public agency or non-profit organization, or a combination thereof, providing direct services to victims.
- R. The Subgrantee shall retain all financial and statistical records, supporting documents, and all other records pertinent to subgrants or contracts for at least three years after the completion of the grant period for purposes of state and federal examinations and audits.
- S. The Subgrantee shall request instructions and guidance from the Division prior to disposing any property or equipment purchased with federal or state funds.
- T. The Subgrantee will maintain information on victim services provided, by race, national origin, sex, age, and disability.

**Certification:**

I certify I have read and reviewed the above assurances and submit it under penalty of perjury.


---

 Signature Chair/Board of Directors/ Agency Administrator/County Commissioner Date

---

 Typed or Legibly Printed Name Title

---

 Address Phone

**Wyoming Office of the Attorney General  
Division of Victim Services**

**Subgrantee Audit Requirements per OMB Circular A-133**

Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Nonprofit Organizations requires the Wyoming Attorney General's Office Division of Victim Services to monitor our subgrantees of federal awards to determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations.

Accordingly, we request that you check one of the following and fill in required information.

1.  We have completed our Circular A-133 audit for the fiscal year ended \_\_\_\_\_.  
A copy of the audit report is enclosed.

(If audit findings were noted, enclose a copy of the responses, identify if the response was within 6 months of the findings, explain what management decisions were made to correct the findings.)

2.  We expect our Circular A-133 audit for the fiscal year ended 2012 to be completed by 12/31/12. A copy of our audit report will be forwarded to the Wyoming Office of the Attorney General Division of Victim Services within 30 days of receipt of the report.

3.  We are not subject to a Circular A-133 audit because:

We received less than \$500,000 in federal awards annually.  
Total federal awards received for the fiscal year ended \_\_\_\_\_ was in the amount of \$\_\_\_\_\_. (Include total of all federal grants)

Other (please explain) \_\_\_\_\_

Sweetwater County

Subgrantee Name

Wally J. Johnson

Print Name

Chairman, Sweetwater County Commission

Title

July 3, 2012

Signature

Date

Please provide all appropriate documentation regarding your organization's compliance with audit requirements, sign and date this letter and return it to your Regional Program Manager at the Wyoming Office of the Attorney General Division of Victim Services, 122 West 25<sup>th</sup> Street, 1<sup>st</sup> Floor West, Cheyenne, WY 82002.



**City of Rock Springs**  
Police Department  
221 C Street  
Rock Springs, WY 82901

Phone 307-352-1581  
Fax 307-352-1580

June 13, 2012

Sweetwater County Commissioners  
Chairman Wally Johnson  
80 W. Flaming Gorge Way  
Green River, WY 82935

Chairman Johnson:

On December 15, 2009, the Sweetwater County Sheriff's Office, The Green River Police Department and The Rock Springs Police Department entered into a Joint Powers Board, hereto known as the Rock Springs, Green River, Sweetwater County Combined Communications Joint Powers Board, to join their communications capabilities into one Sweetwater County Combined Communications Center.

With the Center's opening on May 7<sup>th</sup> 2012, the entities have strove to further improve their communications capabilities. One such area is the addition of mobile data terminals for emergency response vehicles. The Board and the agencies have actively pursued all available funding avenues to keep expenditures at a minimum to the local community.

The FY 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) allocated Federal funding to the Sweetwater County area Law Enforcement for collaborative projects and further declared Sweetwater County a disparate county.

The funding allocated for 2012 is as follows.

- |                        |          |
|------------------------|----------|
| • Sweetwater County    | \$0      |
| • City of Green River  | \$21,014 |
| • City of Rock Springs | \$25,558 |

The FY 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) allocated the three entities a total of \$46,572. The Jag funds will be utilized for emergency vehicle mobile data equipment for the City of Rock Springs and the City of Green River Police Departments. This is a continuing project for combining communications capabilities for all of Sweetwater County.

Sincerely,

Mike Lowell  
Chief of Police

Enclosure

**To:** Sweetwater County Commissioners  
**From:** Krisena Marchal for the City of Rock Springs  
**Subject:** BOCC Meeting 7/3/12

**Request the Approval of the Interlocal Agreement for the Justice Assistance Grant (JAG) Program Award 2012**

**Executive Summary:**

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is a provider of federal criminal justice funding to state and local jurisdictions to prevent and control crime, and improve the criminal justice system.

Awards are based on a complex formula comprised of the state’s share of the national population, violent crime and population and three-year averages. It is statutorily-based and Sweetwater County did not qualify for a direct award.

This grant award requires the interlocal collaboration of the local governments and requires no cash match.

The grant was named in honor of Edward Byrne who was a police officer in New York City. In 1988 he was protecting a witness who had agreed to testify in court against local drug dealers. Two armed gunmen shot Officer Byrne five times in the head. He died of his wounds and was only 22 years old.

**FY 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Allocation**

	GRANT AWARD
• Green River	21,014
• Rock Springs	25,558
• Sweetwater County	☹
	<b>\$46,572</b>

The funding will be used for emergency vehicle mobile data equipment for the City of Rock Springs and the City of Green River.

**Recommendation:**

Staff recommends approval of the interlocal grant agreement

**Action Requested:** Motion to approve, and have the Chairman sign, the Interlocal Agreement between the City of Rock Springs, the City of Green River, and the County of Sweetwater, Wyoming for the Justice Assistance Grant (JAG) Program Award 2012

## Interlocal Agreement

Between the City of Rock Springs, the City of Green River and the County of Sweetwater,  
Wyoming.

### Justice Assistance Grant (JAG) Program Award 2012

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the County of Sweetwater, acting by and through its governing body, Sweetwater County Commission, hereinafter referred to as "County", and the City of Rock Springs, acting by and through its governing body, the Rock Springs City Council, hereinafter referred to as "City of Rock Springs", and the City of Green River, acting by and through its governing body, the Green River City Council, hereinafter referred to as "City of Green River", all within the County of Sweetwater, State of Wyoming, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions performed under this agreement; and

WHEREAS, the FY 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) award from the Bureau of Justice Assistance, (BJA) allocates available funding based on UCR Part 1 crime within their jurisdictions and for JAG purposes, these entities remain a partner receiving funds and must be a signatory on a required Memorandum of Understanding (MOU) or Agreement.

Whereas, the FY 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) allocated the funding as follows.

- Sweetwater County \$0
- City of Green River \$21,014
- City of Rock Springs \$25,558

\* <https://www.bja.gov/programs/jag/12jagallocations.html>

NOW THEREFORE, the County, the City of Green River and the City of Rock Springs agree as follows:

#### **Section 1.**

The County will receive \$0 of the JAG Funds.

#### **Section 2.**

The City of Green River will receive \$21,014 of the JAG Funds.

#### **Section 3.**

The City of Rock Springs will receive \$25,558 of the JAG Funds.

#### **Section 4.**

The City of Rock Springs will be the Administrator of the Grant request and allocation.

**Section 5.**

The Jag funds will be utilized for emergency vehicle mobile data equipment for the City of Rock Springs and the City of Green River Police Departments. This is a continuing project for combining communications capabilities for all of Sweetwater County.

**Section 6.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other party.

**Section 7.**

The parties to this agreement do not intend for any third party to obtain a right by virtue of this agreement.

**Section 8.**

By entering into this agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this agreement shall not create any rights in any party not a signatory hereto.

City of Rock Springs, Wyoming

Sweetwater County, Wyoming

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Commissioner

Attest:

Attest:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

City of Green River, Wyoming

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Witness



**To:** Sweetwater County Commissioners  
**From:** Krisena Marchal  
**Subject:** BOCC Meeting 6/19/12  
 Request Approval to Amend Homeland Security Grant Purchases

**Executive Summary:**

Sweetwater County was awarded a FY 2011 Homeland Security Grant (HSGP) in the amount of \$104,371.45 that 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 is \$25,049.15.

The Sweetwater County Commission approved the grant agreement and the Sheriff Office's request to utilize the funding for a security system software, training and maintenance fee on June 19, 2012.

Currently, the Sheriff's Office is requesting to amend the approval to include purchases already made by the Sweetwater County Dive Team in the amount of \$1,516.20. Any shortfall for the original project would be covered by the Sheriff Office's "vehicle equipment budget."

**FY 2011 HSGP Grant Summary**

	Grant Allocation	Current Balance	Approved Project
FY 2011 HSGP	25,049.15	Pending final invoices	Security system software, training and maintenance fee (Project that is split among four grants: FY 2010 HSGP, FY 2010 LEPTA, FY 2011 HSGP, and FY 2011 LETPA)
	<b>\$25,049.15</b>		

**Recommendation:**

Staff recommends approval of the requested amended purchases on the condition that future purchases not be made without prior approval from the Commission.

**Action Requested:** Motion to approve the amended purchases under Homeland Security Grant FY 2011 HSGP





Mountain Bay Scuba 06

# Invoice

128 Elk Street  
Rock Springs, WY 82901

Date	Invoice #
6/6/2012	619

<b>Bill To</b>
Sweetwater Co. Emergency Management 731 C St. Suite 131 Rock Springs, WY 82901 fax- 922-5481

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt	stew	6/6/2012			

Quantity	Item Code	Description	Price Each	Amount
2	CHDOH-002	HD HERO 2 GO PRO CAMERA	299.00	598.00
2	Lights	SOLA - LIGHT AND MOTION LIGHTS	499.00	998.00
	Discount	LESS 5 % DISCOUNT \$79.80 THANKS FOR THE BUSINESS Discount	-79.80	-79.80
		Sales Tax	5.00%	0.00

<b>Total</b>			\$1,516.20	
--------------	--	--	------------	--



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## FEMA Preparedness Grants Authorized Equipment List

[Prev \[04MD-01-LAMP\]](#) | [\[04MD-01-VCAM\] Next](#)

[FEMA Preparedness Grants Authorized Equipment List](#)

EHP LINK

Print

[Program Page](#)

Information Technology >> Media Devices >> Cameras and Surveillance Equipment >> Camera, Underwater (Still/Video)

Eligible FEMA Preparedness Grants

[11 found; click here to see all items](#)

General | [Grant Allowability](#) | [Previous Numbering](#)

Certain products in this category have been identified as requiring an Environmental and Historic Preservation (EHP) review. This does not apply to mobile and portable equipment, however all other items must be submitted for review. Please contact your assigned GPD Program Analyst or the Centralized Scheduling and Information Desk (CSID) at 1-800-368-6498 for further information.



This item is part of the AEL.

TCL

- [Counter-Terror Investigation and Law Enforcement](#)
- [Critical Infrastructure Protection](#)
- [Search and Rescue \(Land-Based\)](#)

FEMA is now using the core capabilities of PPD-8. An AEL update will be available in the near future.

IAB Recommendations

[Link to the SEL](#)

**AEL Number:** 04MD-01-UCAM

**AEL Title:** Camera, Underwater (Still/Video)

**Description**

Still or video camera adapted or designed for use underwater.

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## FEMA Preparedness Grants Authorized Equipment List

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EHP LINK

Print

[Program Page](#)

Information Technology >> Media Devices >> Cameras and Surveillance Equipment >> Equipment, Illumination, IR

Eligible FEMA Preparedness Grants

[12 found: click here to see all items](#)

General | [Grant Allowability](#) | [Previous Numbering](#)

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This item is part of the AEL.

TCL

- [Counter-Terror Investigation and Law Enforcement](#)
- [Critical Infrastructure Protection](#)
- [Intelligence and Information Sharing and Dissemination](#)

FEMA is now using the core capabilities of PPD-8. An AEL update will be available in the near future.

IAB Recommendations

[Link to the SEL](#)

**AEL Number:** 04MD-01-IRIL  
**AEL Title:** Equipment, Illumination, IR  
**Description**  
 Infrared illumination equipment.

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Vehicle Lighting Solutions, Inc.

# Quotation

Date	Quotation #
6/21/12	5074

<b>Customer</b>
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
	***** Quote Revised 6/20/12 *****			
Misc	Havis Mounting Base Package, Vehicle mount kit, Heavy duty mount, Chevrolet Tahoe, Silverado PKG-PSM-102	26	172.92	4,495.92T
Misc	Havis Model# DS-DELL-221, Device Mount, Docking station, Dell, E6420, ATG- FULL FEATURE DOCK	26	599.99	15,599.74T
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	Lind Electronics 90W P/S for Dell Laptop #DE2045-1342	26	111.58	2,901.08T
Installation 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
			0.00%	0.00

<b>Prices good for 30 days.</b>	<b>Total</b>	<b>\$28,732.74</b>
---------------------------------	--------------	--------------------

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



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## FEMA Preparedness Grants and [Authorized Equipment List](#)

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[FEMA Preparedness Grants Authorized Equipment List](#)

Information Technology >> Hardware >> Computers >> Computer, Mobile Data

General | [Grant Allowability](#) | [Previous Numbering](#)

FEMA is now using the core capabilities of PPD-8. An AEL update will be available in the near future.

**AEL Number:** 04HW-01-MOBL  
**AEL Title:** Computer, Mobile Data

**Description**  
Mobile computer devices, usually mounted permanently in vehicle, operating from DC power supply. Used for data upload and download, as well as local data entry.

[BACK TO TOP](#)



This item is part of the AEL.

**FY 2010 Law Enforcement Terrorism Prevention Activity (LETPA-SHSP) (18)**

Print

[View Related AEL Categories](#)

**EHP LINK**

[Program Page](#)

**Eligible FEMA Preparedness Grants**

[12 found, click here to see all items](#)

**TCL**

[7 found, click here to see all items](#)

**IAB Recommendations**

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Karen French - Sheriff Office

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**From:** Robin Benitz [robin.benitz@wyo.gov]  
**Sent:** Wednesday, June 13, 2012 11:14 AM  
**Subject:** Karen French - Sheriff Office  
Re: HELP!!

Karen,

I double checked and as long as the equipment is an allowable item under the grant you can use grant funds for installation even if the equipment was not purchased with grant funds.

Robin

On Wed, Jun 13, 2012 at 11:02 AM, Karen French - Sheriff Office <[frenchk@sweet.wy.us](mailto:frenchk@sweet.wy.us)> wrote:

*Robin,*

*The Sheriff's Office received MobileSynchRMS computers for our vehicles from the new joint communications; however, this does not include the install, docking stations or other equipment needed to get it setup in-car. Can you help me find if it is possible to get this paid for through DHS.*

*Thanks so much for all your help. I could not find anything that was approved for DHS in the Responder Knowledge Base system.*

*Have a Great Day,*

*Karen French*

*Administrative Assistant*

*Sweetwater County Sheriff's Office*

*307-922-5316*

# WIRELESS ADVANCED COMMUNICATIONS

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

# QUOTE

This Quote is Valid For 30 Days

Ship To:  
 SWEETWATER COUNTY SHERIFF  
 731 "C" ST  
 SUITE 234  
 ROCK SPRINGS WY 82901

Bill To: Phone #: 307-352-6803  
 SWEETWATER COUNTY SHERIFF  
 731 "C" ST  
 SUITE 234  
 ROCK SPRINGS WY 82901

Printed	Order#/Dt	Customer#	Customer P.O.	Terms	SalesPerson
06/25/12	222169 06/25/12	1527	HAVIS COMPUTER PARTS AND INSTALL	Net 30	WAC to Deliver DB

QTY	PART#	ITEM/DESCRIPTION	UNIT PRICE	AMOUNT
***** QUOTATION *****				
26	PKG-PSM-102	PKG,BASE,VMT,HDM,TAH,00-10,	162.630	4,228.38
26	MISCPARTS	DS-DELL-223	649.00	16,874.00
26	C-HDM-401	MOUNTING BASE, VEHICLE MOUNT KIT, HE	38.000	988.00
26	MISCPARTS	DS-DA-408	43.50	1,131.00
26	DE2045-1342	DC POWER POWER SUPPLY FOR DELL XFR-D	129.000	3,354.00
26	INS	INSTALLATION	235.000	6,110.00
Subtotal				32,685.38
Tax #: 83-6000126				
Quote Total				32,685.38

Customer Signature: \_\_\_\_\_  
 Purchase Order # \_\_\_\_\_

Date: \_\_\_\_\_  
 Date: \_\_\_\_\_

Comments:

[Redacted Comments Area]



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.

# Premier Vehicle Installation, Inc

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

# Estimate

Date	Estimate #
6/25/2012	5063

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

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	26	208.30	5,415.80
DS-DELL-221	Dell E6400 / E6410 / E6420 ATG Compatible Docking Station	26	723.74	18,817.24
C-HDM-401	Side Mount Support Arm	26	52.00	1,352.00
DS-DA-408	Docking Station Screen Support, 10.5" High, Fits Numerous Devices	26	55.55	1,444.30
DE2045-1342	Dell Latitude D280 Power Supply	26	148.15	3,851.90
Install Labor	Install Labor	1	1,950.00	1,950.00
			<b>Total</b>	<b>\$32,831.24</b>

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

Signature \_\_\_\_\_

6/26/2012  
Store: 1

**Layaway #522**  
Ordered: 6/26/2012  
Associate: Jay  
Page 1



**Bill To:** SWEETWATER COUNTY SHERIFF  
RICH HASKELL SWEETWATER COUNTY SHERIFF  
P.O. BOX 39  
GREEN RIVER, WY 82935  
307-352-6720

**INSTRUCTIONS:** JOANN HERE IS THE QUOTE FOR EQUIPMENT AND INSTALLATION. IF YOU HAVE ANY QUESTIONS PLEASE CONTACT ME.  
**Order Status:** Open

Description 1	Attribute	Size	Qty	Sold	Due	Price	Ext Price	Tax
J' HUFF INSTALLATIONS			1	0	1	\$4,420.00	\$4,420.00	T
						less: (\$4,340.00)		
pkg-psm-102			26	0	26	\$219.46	\$5,705.96	T
C-HDM-401			26	0	26	\$51.36	\$1,335.36	T
DS-DA-408			26	0	26	\$58.51	\$1,521.26	T
DE2045-1342			26	0	26	\$132.00	\$3,432.00	T
DS-DELL-221			26	0	26	\$694.78	\$18,064.28	T
<b>Total Qty Ordered:</b>			131	0	131			

Percent Unfilled: 100

	Subtotal:	\$34,478.86
Exempt	0 % Tax:	+ \$0.00
	<b>TOTAL:</b>	<b>\$34,478.86</b>
	Deposit Balance:	\$0.00
	Balance Due:	\$34,478.86

Please Sign For Approval and Acceptance Or P.O #

-----Date-----



## Sally Shoemaker

---

**From:** Pamela McGarvey [pmcgarve@wwcc.wy.edu]  
**Sent:** Tuesday, June 26, 2012 9:02 AM  
**To:** Sally Shoemaker  
**Subject:** Meeting Request  
**Attachments:** MOU County-UW 2013-17.pdf; Commission Meeting Request Form 07-03-12.pdf

**Importance:** High

Sally,

I've attached a meeting request form for Faith Kroschel to be on the agenda for the July 3, 2012 Commission meeting, along with the Memorandum of Understanding (MOU) between the University of Wyoming Extension and Sweetwater County, which expires June 30, 2012. The University has prepared a MOU for the period of July 1, 2012 through June 30, 2017, which requires a signature from the Board of County Commission. I read your instructions requiring I must submit the original MOU to Vicki Easton. I think Faith will want to hand deliver the document; but she will not be available to do so until Thursday. Will this be acceptable?

Thank you.



*Pamela L. McGarvey*  
Office Associate  
**4-H/Youth Development**  
2500 College Drive A-700  
Rock Springs, WY 82901  
307-352-6775 or 307-872-6310  
307-352-6779 (FAX)

*The University of Wyoming, United States Department of Agriculture  
and Sweetwater County cooperate. The University is an equal opportunity/affirmative action institution.*

## MEMORANDUM OF UNDERSTANDING

Between

**THE UNIVERSITY OF WYOMING**

and

**COMMISSIONERS OF SWEETWATER COUNTY**

### **A. BACKGROUND:**

The purpose of this agreement is to formalize the longstanding relationships between the University of Wyoming (UW) and Sweetwater County.

UW Extension (UWE) programs are made available in the State of Wyoming through cooperative arrangements between the UW and the United States Department of Agriculture as provided for in the Smith-Lever Act of 1914 as amended, the Agriculture Marketing Act and laws of the State of Wyoming.

Pursuant to the foregoing, the Boards of County Commissioners of each participating county of the state and the UW, acting through its UWE, may conduct Extension educational programs based on county needs in Profitable and Sustainable Agricultural Systems, Horticulture, Sustainable Management of Rangeland Resources, Nutrition and Food Safety, 4-H and Youth Development, and Community Development Education in accordance with this memorandum.

### **B. MISSION:**

The mission of the UWE in the College of Agriculture and Natural Resources at the University of Wyoming is to provide lifelong learning opportunities for the people of Wyoming and empower them to make choices that enhance their quality of life.

### **C. COUNTY:**

Within the exercise of lawful authority and available funds, the Board of County Commissioners will periodically authorize the expenditure of such sums as they may determine for providing support of Extension programs.

Under the terms of this Memorandum of Understanding, the county will:

1. Provide adequate, secure and appropriate office space, office equipment/furniture, maintenance and repairs of office equipment, storage space, employment of clerical/secretarial support, county vehicles and/or official mileage and travel expenses of UWE personnel assigned to or hired by the county, telephonic expenses, office supplies, supplemental postage, and other necessary expenses for maintaining an efficient office and effective programs.
2. Honor and accept the County Coordinator as the duly authorized representative of UWE. The County Coordinator is an educator and liaison for the county and responsible for the expenditure of budgeted funds under the guidelines of the county to be used for the support and maintenance of UWE.
3. Encourage the necessary travel of UWE staff to attend training, development, and administrative meetings that may occur outside the county. These meetings lead to the development and enhancement of the county program. County funding for travel outside the county for programming will be largely the responsibility of the county that receives the programming and/or UWE. Approval for this travel is at the discretion of the County Coordinator and within budget constraints.
4. The University, at its discretion, may assign and pay the salaries of other staff for special programs.

**D. UNIVERSITY:**

Within the exercise of lawful authority and available funds, the University will:

1. Employ and assign to Sweetwater County a **minimum** of one and one-half University Extension Educators under the direction of the Director of Extension. Currently, in Sweetwater County, this is one educator with a focus on 4-H and Youth Development, funding split between the county and UWE, and one educator with a focus on one of the other four initiatives that will work within the Extension area, but also work across county lines.
2. Provide supervisory services for field educators, services (salary and travel expenses) of subject-matter specialists employed by the UW as needed and requested by the county Extension staff, some funding for field educator travel between counties but within the

Extension areas, and penalty mail budget for mailing privileges authorized for UWE work.

3. Designate one member of the county UWE staff as County Coordinator, who will act as liaison between the county and UWE (budgetary and commissioner interaction), have supervisory responsibilities over county-paid staff and volunteers, and link clientele and UW faculty.
4. Be responsible for the supervision and conduct of UWE work to insure dedication of all efforts toward achievement of the educational purposes of the UWE in accordance with the provisions of the Smith-Lever Act and applicable laws of the State of Wyoming. The director, or his/her designated representative, will consult with the Board of County Commissioners on a periodic basis.
5. To the fullest extent permitted by law, UW agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands including reasonable attorney's fees, arising from or resulting out of the operation of county vehicles in the course of the activities of the UWE except and unless the vehicle is operated by any COUNTY employee.

**E. JOINT AGREEMENT:**

The University of Wyoming and the County jointly agree that:

1. All reports, records, programs of work, correspondence, etc., resulting from this cooperative program, shall be the property of the UWE, but shall remain in the county as long as proper safeguards and filing space is provided for their custody in the county during the continuation of this work. If at any time the work is discontinued, the University shall be at liberty to collect the records, reports, programs, correspondence, etc., and take them to the University for safe-keeping.
2. All equipment, books, supplies, etc. purchased with county funds, will be considered as county property; such items purchased with University funds will revert to the UWE.
3. In the event the county desires to employ additional professional Extension personnel, and/or other services, a supplemental agreement with the University will be made.
4. At such time as the Director of Extension finds it necessary to replace a University

Extension Educator, consultation will be initiated with the Board of County Commissioners.

5. This Memorandum of Understanding will be reviewed at least every five years or revised whenever all or any part of the provisions become inoperative, or requires additional provisions or changes in existing program.

**F. SOVEREIGN IMMUNITY:**

Neither party waives its sovereign immunity or its governmental immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law with regard to any actions based on this Agreement.

**G. EQUAL EMPLOYMENT OPPORTUNITY:**

Both parties shall fully adhere to all applicable local, state and federal law regarding equal employment opportunity.

The University's policy is one of equal opportunity for all persons in all facets of the University's operations. Equal opportunity is offered to all officers, faculty and staff members, and applicants for employment on the basis of their demonstrated ability and competence and without regard to race, color, religion, sex, national origin, disability, age, political belief, veteran status, sexual orientation, and marital or familial status.

**H. GOVERNMENT CLAIMS:**

Any actions or claims against University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

**I. INTERPRETATION:**

The parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, and (ii) any questions arising hereunder shall be construed according to such laws, (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

Effective Date: July 1, 2012 through June 30, 2017.

\_\_\_\_\_  
Chairman, Board of Sweetwater County Commissioners/Date

Glen Whipple 6-20-12  
\_\_\_\_\_  
Glen Whipple, Director, UW Extension/Date

Martha Miller 6/15/2012  
\_\_\_\_\_  
Martha Miller, Manager, Procurement Services University of Wyoming/Date