NOTICE:
THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS WILL MEET ON TUESDAY, NOVEMBER 3, 2026 AT 9:00 A.M. - TENTATIVE AND SUBJECT TO CHANGE

The meeting will be held at the 80 West Flaming Gorge Way
Meeting Room #115
Green River, Wyoming 82935.

For the convenience of the public, the Board of County Commissioners' meeting will be held in person and using video conferencing.

Those presenting may appear in person or via Zoom using the meeting invite received by email.

As always, the public is invited to watch the proceedings on the County YouTube channel https://www.youtube.com/c/SweetwaterCountyGovernment where the meeting will be broadcast.

The public will be able to comment immediately following the public hearing presentation and also during the public comment section of the agenda.

If you are in need of accommodations beyond the above identified process, please call in advance to discuss other options. If you have any questions about how to participate in a public Board of County Commissioners meeting, please contact Sally Shoemaker at 307-872-3897 or via email at shoemakers@sweetwatercountywy.gov

PRELIMINARY:

PLEDGE OF ALLEGIANCE

ROLL CALL / QUORUM PRESENT

APPROVAL OF THE AGENDA

9:05- COUNTY RESIDENT COMMENTS/CONCERNS
All members of the public who wish to speak at the meeting will be given 3 minutes of time to address the Commission.

A. 9:15- CONSENT AGENDA
All matters listed on the consent agenda are taken in one motion and one vote. Items pulled from the consent agenda will be discussed and voted on separately.

1. Approval of the October 20, 2026 Minutes
   BOCC

2. Approval of County Vouchers/Warrants Expenditure Approval Listing (EAL) and Commissioner Report
   ACCOUNTING

3. Approval of Abates-Rebates
   Joe Sanchez, Lead Appraisal Technician, Assessor

4. Approval of Hospital Maintenance Expenditures
   BOCC

5. Ratify Letter of Recommendation for Commissioner Taylor Jones to Serve on the BLM Wyoming Resource Advisory Committee
   Chairman West, BOCC

COMMISSIONER COMMENTS

9:20- Commissioner Thoman
Mary Thoman

9:25- Commissioner Richards
Island Richards

9:30- Commissioner Jones
Taylor Jones

9:35- Chairman West
Keaton West

9:40- Commissioner Slaughter
Robb Slaughter

B. ACTION/PRESENTATION ITEMS

1. 9:45- Western States and Tribal Nations Member Check-in
   Andrew Browning, President of Western States and Tribal Nations

2. 10:05- Ratification of Amendment Two to the FFY 2025 Temporary Assistance for Needy Families Community Partnership Initiative (TANF CPI) Grant Contract and Subcontract
   Grants Manager Krisena Marchal

3. 10:10- Approval of the FFY 2027 Community Services Block Grant Contracts
   Krisena Marchal, Grants Manager

4. 10:15- Award of the Design and CA Contract for Sweetwater County Bridges ETO & FJL to William H. Smith and Associates, Inc.
   Gene Legerski, Public Works Director

ADJOURN

Per Wyo. Stat. §18-3-516(f) County information can be accessed on the County's website at www.sweetwatercountywy.gov
The draft packet will be available on the county website on Friday afternoon (prior to the meeting).

MEETING REQUEST FORM

Meeting Date Requested: November 3, 2026	**Contact Phone and E-mail:** 307-872-3897
Presenters Name, Title and Name of Organization: BOCC	**Exact Wording for Agenda:** Approval of the October 20, 2026 Minutes
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min	**Will there be handouts? (If yes, include with meeting request form)** Yes
Will handouts require SIGNATURES? Yes **SHOULD THE ITEM BE MARKED CONFIDENTIAL?** No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: 2026-10-20 MINUTES WITH ATTACHMENTS.pdf	

INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the "Meeting Request Form" by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: shoemakers@sweetwatercountywy.gov
  *****If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****
- If you are presenting a **Resolution or Proclamation,** it must be submitted in Word Format and emailed to: shoemakers@sweetwatercountywy.gov
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item may be rescheduled.
- In order to determine placement on the agenda, please review the county website sweetwatercountywy.gov on Thursday afternoon by clicking "Commissioner's Agenda".

- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

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

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

The meetings are held in the commission meeting room:

80 West Flaming Gorge Way
Meeting Room #115
Green River, Wyoming
2026-10-20 MINUTES WITH ATTACHMENTS.pdf

October 20, 2026
Green River, WY

PRELIMINARY:

PLEDGE OF ALLEGIANCE

Chairman West opened the meeting with the Pledge of Allegiance.

ROLL CALL / QUORUM PRESENT

The Board of County Commissioners met this day at 9:00 a.m. in Regular Session with all Commissioners present.

APPROVAL OF THE AGENDA

Chairman West entertained a motion to approve the agenda as presented.

Taylor C. Jones moved to approve. Robb Slaughter seconded the motion. The motion carried.

A) PUBLIC HEARING - PLANNING AND ZONING

A.1) **26-10-PZ-01 Notice of Intent for Amendments proposed Language Amendment, 2015 Zoning Resolution 3.J.1 - Zoning Permit Fees, 2015 Zoning Resolution Section 5.F. - District Use Chart, 2015 Zoning Resolution Section 19.E. - Short Term Rentals, 2015 Zoning Resolution Section 21 - Definitions**

Department: Planning and Zoning

Cover Page

Certified Recommendation.docx

October 20, 2026_PH.1.pdf

Planner Kassidee Thompson appeared before the Board to present Resolution 26-10-PZ-01, a Notice of Intent for Amendments to proposed Language Amendment, 2015 Zoning Resolution 3.J.1 - Zoning Permit Fees, 2015 Zoning Resolution Section 5.F. - District Use Chart, 2015 Zoning Resolution Section 19.E. - Short-Term Rentals, 2015 Zoning Resolution Section 21 - Definitions.

Following discussion, Chairman West opened the public hearing.

Residents Gary Boyd and Carol Havlik appeared before the Board to address the fire response area and their opposition to short-term rentals in the Washam area.

With no further comments, the public hearing was closed.

Following discussion, Chairman West entertained a motion to approve the certified recommendation for the Notice of Intent for Amendments: proposed Language Amendment, 2015 Zoning Resolution 3.J.1. - Zoning Permit Fees, 2015 Zoning Resolution Section 5.F. - District Use Chart, 2015 Zoning Resolution Section 19.E. - Short-Term Rentals, 2015 Zoning Resolution Section 21 - Definitions 26-10-PZ-01.

Robb Slaughter moved to approve. Island Richards seconded the motion. The motion carried.

SIGNED NOTICE OF INTENT- LANGUAGE AMENDMENTS TO THE 2015 SWCO ZONING RESOLUTION- ZONING PERMIT FEES, DISTRICT USE CHART, SHORT TERM RENTALS, DEFINITIONS

A.2) **Certified Resolution to the Sweetwater County Zoning Resolution 2026-10-CC-03 Sections 9 & 21**

Department: Planning and Zoning

Cover Page

October 20, 2026_PH.2.pdf

2015 ZLA Zoning Amendments Certified Resolution - Home Occupations.docx

2015 ZLA Zoning Amendments Certification Page - Home Occupations.docx

Land Use Director Eric Bingham appeared before the Board to present the Certification and Sections 9 and 21 of the Sweetwater County Zoning Resolution 2026-10-CC-03.

Mr. Bingham explained that the Sweetwater County Board adopted 2026 amendments to Sections 9 and 21 of the 2015 Zoning Resolution after public hearings and commission approval. Effective October 20, 2026, the updates allow the Land Use Department to recognize minor administrative changes, clarify home occupation regulations, and incorporate section and subsection references to streamline code management.

Following discussion, Chairman West opened the public hearing. With no comments, the public hearing was closed.

Chairman West entertained a motion to approve Resolution 2026-10-CC-03, adopting proposed language amendments to the 2015 Sweetwater County Zoning Resolution regarding Section 9 (Home Occupations) and Section 21 (definitions), along with the formal Certification for the amended rules and regulations as presented.

Robb Slaughter moved to approve. Island Richards seconded the motion. The motion carried.

SIGNED CERTIFICATION- AMENDED RULES AND REGULATIONS OF THE SWCO ZONING RESOLUTION 2026-10-CC-03

9:20- COUNTY RESIDENT COMMENTS/CONCERNS

Chairman West opened the floor for public comment.

County Clerk Cindy Swenson announced that the Clerk's Office will be closed on Election Day to support election operations, but land records will remain open to the public.

With no further comments, Chairman West closed the public comment period.

B) 9:30- CONSENT AGENDA

B.1) **Approval of the October 6, 2026 Minutes**

Department: Board of County Commissioners

Cover Page

2026-10-06 MINUTES WITH ATTACHMENTS.pdf

SIGNED 10-6-26 MINUTES

B.2) **Approval of County Vouchers/Warrants Expenditure Approval Listing (EAL) and Commissioner Report**

Department: County Clerk

Cover Page

EAL Approval Listing 10-20-2026.pdf

COMMISSIONER REPORT 10-20-2026.pdf

OCTOBER 20, 2026

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
131708-131718 & 51293-51531	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,767,713.54
131775 & 51541-51542	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	15,430.55
51532	307 TIRE LLC	REPAIRS	1,004.00
51533	OPTUM BANK 76411492	CONTRIBUTIONS	7,928.94
51534	OPTUM BANK 76411492	CONTRIBUTIONS	187.50
51535	OPTUM BANK 76411492	CONTRIBUTIONS	1,285.00
51536	OPTUM BANK 76411492	CONTRIBUTIONS	2,348.66

51537	OPTUM BANK 76411492	CONTRIBUTIONS	1,867.50
51538	REILLY, CARLA SULLIVAN	FEES	1,052.10
51539	ROBINSON-KIM, MI HYE	MILEAGE	597.36
51540	SOUTHWEST COUNSELING SERVICE	SERVICES	13,800.00
51543	ALPHA FACILITIES SOLUTIONS LLC	CONTRACT	5,278.52
51544	CASTLE ROCK HOSPITAL DISTRICT	BUDGET ALLOCATION	138,758.94
51545	SOUTHWEST COUNSELING/MENTAL HEALTH	BUDGET ALLOCATION	32,650.00
51546	STAFFORD, NANCY	MILEAGE	1,508.11
51547	SWEETWATER COUNTY HEALTH BOARD	BUDGET ALLOCATION	24,429.08
51548	SWEETWATER COUNTY LIBRARY	BUDGET ALLOCATION	267,363.17
51549	SWEETWATER FAMILY RESOURCE CENTER	BUDGET ALLOCATION	5,000.00
51550	WEX BANK	FUEL	15,874.20
131719	ADVANCED NETWORK MANAGEMENT INC	SUBSCRIPTION	39,569.44
131720	ALSCO UNIFORMS	SERVICES	66.38
131721	ARNELL JR. P.C., GARY B	FEES	7,337.00
131722	AT&T MOBILITY	PHONE BILL	46.28
131723	AT&T MOBILITY	PHONE BILL	2,329.09
131724	BEST WESTERN - RAMKOTA HOTEL CASPER	LODGING	393.00
131725	BETTER BUSINESS PLANNING INC	FEES	1,208.78
131726	CALTOPO LLC	SUBSCRIPTION	2,000.00
131727	CASPER C'MON INN	LODGING	880.00
131728	CENTURYLINK	PHONE BILL	1,621.32
131729	DECKER AUTO GLASS/THE GLASS WAREHOU	WINDSHEILDS	1,732.45
131730	DIVIS, DAVID S	MEALS/MILEAGE	349.39
131731	TIMOTHY A EAGLER, ATTORNEY AT LAW LLC	FEES	350.00
131732	ELECTION SYSTEMS & SOFTWARE INC	BALLOTS/FREIGHT	11,616.14
131733	ENBRIDGE GAS UT WY ID	UTILITIES	12.00
131734	FLEETPRIDE	PARTS	58.99
131735	FLOYD'S TRUCK CENTER	PARTS	241.71
131736	GREEN RIVER ACE HARDWARE	SUPPLIES/PARTS	183.91
131737	GREEN RIVER STAR	ADS	3,354.00
131738	HOLIDAY INN	LODGING	4,004.00
131739	IMA INC	FEES	6,300.00
131740	IRRIGATION TECHNOLOGIES INC	CONTRACT	8,173.02
131741	KENWORTH SALES COMPANY	PARTS	3,957.98
131742	MARCHAL, KRISENA	TRAVEL	156.67
131743	MARSHALL'S TRUCK REPAIR LLC	PARTS	5.00
131744	MEMORIAL HOSPITAL CLINIC	PRE-EMPLOYMENT	310.00
131745	MOTOROLA SOLUTIONS INC	PROGRAMMING	10,448.26
131746	OFFICE SHOP INC	CONTRACT	35.63
131747	PENNINGTON COUNTY SHERIFF'S OFFICE	SERVICE FEE	60.00
131748	PT HOSE & BEARING	PARTS	197.23

131749	QUILL CORPORATION	PUSHPINS	13.98
131750	R AND D SWEEPING AND ASPHALT MAINTENANCE LC	CONTRACT	73,255.70
131751	RDO EQUIPMENT CO	RENTAL	3,539.70
131752	REAL KLEEN JANITORIAL	CLEANERS	607.80
131753	ROCK SPRINGS ACE HARDWARE	SUPPLIES	119.86
131754	ROCK SPRINGS CHAMBER OF COMMERCE	DUES	225.00
131755	ROCKY MTN POWER	UTILITIES	14,288.71
131756	RON'S ACE RENTALS	PARTS	900.00
131757	VICTORIA SCHOFIELD ATTORNEY	FEES	2,317.50
131758	SPECIALIZED PATHOLOGY CONSULTANTS, PC	AUTOPSY	1,397.50
131759	STAPLES ADVANTAGE - DEPT LA	PENS/STAPLES/TAPE	295.60
131760	STRODE FORENSICS PLLC	AUTOPSY	1,110.00
131761	THE TIRE DEN INC	TIRES	3,571.29
131762	TIP TOP EMBROIDERY & WORKWEAR	SHIRTS	114.90
131763	TREVIPAY - WALMART	COFFEE	219.66
131764	TYLER TECHNOLOGIES INC	MICROFILM	878.55
131765	UNIFORMS 2 GEAR INC	NAMEBAR	33.84
131766	UNION TELEPHONE COMPANY INC	PHONE BILL	52.56
131767	WACO	WACO REGISTRATION	650.00
131768	WARRIOR KIT INC	VEST/ARMOR	38,389.00
131769	WYOMING DEPT OF TRANSPORTATION	SUBSIDY	474,745.89
131770	WYOMING MACHINERY COMPANY	PARTS	12,684.89
131771	WYOMING SECRETARY OF STATE	NOTARY	60.00
131772	ZOHO CORPORATION	SUBSCRIPTION	3,865.00
131773	FIRE ENGINEERING COMPANY INC	INSPECTION	23,810.20
131774	WORKFORCEQA LLC	PRE-EMPLOYMENT/POST ACCIDENT	60.00
131776	ALSCO UNIFORMS	SERVICES	66.38
131777	AMAZON CAPITAL SERVICES INC	BULLETIN BOARD/USB'S/POST ITS/CALENDARS/SUN SHADE/JACKETS/FOLDERS/CANDY/CANOPY TENT/LAWN CHAIR/SAFETY DISC KIT/SUGGESTION BOX/ROLLER KIT/WEBCAMS/TRANSMITTER/HALLOWEEN SUPPLIES	1,408.23
131778	AT&T MOBILITY	PHONE BILL	50.90
131779	BOB BARKER COMPANY INC	COMMISSARY	1,223.29
131780	BRIDGER VALLEY ELECTRIC ASSN	UTILITIES	271.31
131781	CLIMB WYOMING	GRANT EXPENSES	12,536.76
131782	CODALE ELECTRIC SUPPLY INC	PARTS	147.84
131783	COPIER & SUPPLY CO INC	CONTRACTS	2,693.55
131784	DANA SAFETY SUPPLY	POLOS	202.83
131785	TIMOTHY A EAGLER, ATTORNEY AT LAW LLC	FEES	800.00
131786	ECOLAB INC	CLEANERS	3,469.04

131787	EDA ARCHITECTS INC	CONTRACT	3,137.50
131788	GRAINGER	STOCK	154.00
131789	HILTON GARDEN INN - LARAMIE	LODGING	2,268.00
131790	HILTON GARDEN INN - CASPER	LODGING	660.00
131791	HY-KO SUPPLY	SUPPLIES	68.47
131792	IMA INC	FEES	776.00
131793	INBERG-MILLER ENGINEERS	CONTRACT	26,989.53
131794	ISI WATER CHEMISTRIES	SERVICE	962.17
131795	LEGERSKI LAWN CARE	LAWN CARE	2,000.00
131796	LR COMMUNICATIONS INC	INTERNET	64.95
131797	MADSEN CONSTRUCTION INC	CONTRACT	443,259.12
131798	MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS LLC	MEDICAL SUPPLIES	579.87
131799	MEMORIAL HOSPITAL OF SWEETWATER CO	TITLE 25	20,007.57
131800	MORCON SPECIALTY	SUPPLIES	41.38
131801	MOUNTAINLAND SUPPLY COMPANY	PARTS	485.20
131802	OFFICE SHOP INC	CONTRACT	294.73
131803	PACIFIC STEEL & RECYCLING	SUPPLIES	963.72
131804	QUILL CORPORATION	OFFICE SUPPLIES	21.99
131805	REAL KLEEN JANITORIAL	STOCK	3,207.50
131806	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	8,310.23
131807	ROCK SPRINGS, INC.	PARTS	60.28
131808	ROCKY MTN POWER	UTILITIES	1,591.62
131809	RON'S ACE RENTALS	PARTS	5.12
131810	SIDELINE COLLECTIONS INC	RANDOMS	375.00
131811	SKAGGS COMPANIES INC	POLOS	1,587.00
131812	STATEFIRE DC SPECIALTIES LLC	MONITORING	75.00
131813	STREAMLINE SUPPLY, NUTECH SPECIALTI	STOCK	1,152.60
131814	SWEETWATER COUNTY FAIR	BUDGET ALLOCATION	152,627.33
131815	SWEETWATER COUNTY MUSEUM	BUDGET ALLOCATION	28,557.50
131816	SWEETWATER TRANSIT AUTHORITY	BUDGET ALLOCATION	22,460.75
131817	SWENSON, CYNTHIA L.	POSTAGE	98.95
131818	TERMINIX OF WYOMING	SERVICES	341.00
131819	THE UPS STORE - #3042	REGISTRATION FORMS	119.25
131820	TRAFFIC SAFETY STORE	TRAFFIC SUPPLIES	1,295.11
131821	TUBBS MD LLC, KENNON C	INMATE MEDICAL	6,523.00
131822	TYLER TECHNOLOGIES INC	MICROFILM	500.00
131823	UNIFORMS 2 GEAR INC	PATCHES/BADGES	709.00
131824	UNITED RENTALS (NORTH AMERICA), INC	RENTAL	118.00
131825	UNIVERSITY OF WYOMING EXTENSION	SALARY/FRINGE	19,824.23
131826	VONAGE BUSINESS	PHONE BILL	1,118.06
131827	WARRIOR KIT INC	NAME TAPE	40.00
131828	WEST SIDE SEWER DISTRICT	UTILITIES	7,396.80
131829	WYOMING DEPT OF WORKFORCE SERVICES	WORKERS' COMPENSATION	15,204.60
131830	WYOMING WASTE SERVICES	UTILITIES	636.16
131831	YOUTH HOME INC	BUDGET ALLOCATION	15,624.99

		GRAND TOTAL:	3,883,445.38

SIGNED EALS

B.3) **Approval of Bonds**

Department: Board of County Commissioners

Cover Page

BONDS.pdf

SIGNED BONDS

B.4) **Approval of Monthly Reports**

Department: Board of County Commissioners

Cover Page

MONTHLY REPORTS.pdf

SIGNED MONTHLY REPORTS

B.5) **Approval of Abates-Rebates**

Department: County Assessor

Cover Page

October 20th Meeting.pdf

TAXPAYER	VALUATION
URBAN OIL & GAS GROUP LLC	-258,106
URBAN OIL & GAS GROUP LLC	-117,721
HOLY TRINITY GREEK ORTHODOX CHURCH	-3,070
CROWHEART ENERGY LLC	-33,522
	-412,419

SIGNED ABATES REBATES

B.6) **Capital Project Fund Reallocation – Youth Home Projects**

Department: County Clerk

Cover Page

Reallocation of Capital - Youth Home.docx

B.7) **FY2026-2027 Budget Agreements for District Health Department and the Sweetwater Fair Board**

Department: County Clerk

Cover Page

26-27 Health Department-BOCC-Fair Board Budget Agreement.pdf

26-27 BOCC-Fair Board Agreement.pdf

SIGNED 2026-27 DISTRICT HEALTH DPT BUDGET AGREEMENT

SIGNED FY 2026-2027 AGREEMENT BETWEEN THE SWCO BOCC AND THE SWCO FAIR BOARD

B.8) **FY27 Human Service Agreement Young At Heart Senior Citizen's Center**

Department: County Clerk

Cover Page

YAH Sweetwater County Agreement 2026.27.pdf

October 2026 Human Services Agreements.docx

SIGNED FY 2026-2027 AGREEMENT BETWEEN THE BOCC AND THE YOUNG AT HEART SENIOR CITIZEN'S CENTER

B.9) **Request to Restaff Vacant Position in Detention Center**

Department: Board of County Commissioners

Cover Page

2026.10 Request to Restaff Detention Center .pdf

SIGNED REQUEST TO RESTAFF DETENTION OFFICER

B.10) **Ratify the Coalition of Local Governments' Comments on USDA's Proposed Rescinding of the 2001 Roadless Area Conservation Rule and Draft Environmental Impact Statement**

Department: Board of County Commissioners

Cover Page

CLG Comments re Proposed Roadless Rule to Rescind the 2001 Roadless Rule and DEIS 1.docx

B.11) **Ratification of SWC BCC Comments of Mountain West Overthrust Pipeline Green River West Expansion**

Department: Planning and Zoning

Cover Page

SWC BOCC Comment Letter for Green River West Expansion.pdf

Chairman West entertained a motion to approve the consent agenda as presented.

Mary Thoman moved to approve. Taylor C. Jones seconded the motion. The motion carried.

COMMISSIONER COMMENTS

9:35- Commissioner Slaughter

Department: Board of County Commissioners

Commissioner Slaughter shared that he met with Public Works Director Gene Legerski, Grants Manager Krisena Marchal, and Accounting Specialist Rebecca Romero to review funding alternatives for the shortfall in the White Mountain Library HVAC upgrade project.

Commissioner Slaughter reported that he participated in the Rock Springs Chamber Boost Leadership Academy Group.

Commissioner Slaughter explained that he conducted the Specific Purpose Joint Powers Tax Board meeting and reported that sales tax revenue continues to meet expected cash flows, with monthly collections reaching $1,407,518.41 and total cumulative collections totaling $60,047,429.98 over 39 months.

Commissioner Slaughter reported that he attended the Planning and Zoning Board meeting.

Lastly, Commissioner Slaughter noted that he and Commissioner Richards will collaborate with a local group to explore the development of a small arms range and training facility within the county.

9:40- Commissioner Thoman

Department: Board of County Commissioners

Commissioner Thoman shared that she attended the Wyoming Colorado River Advisory Group meeting for the final review of the proposed Voluntary Water Conservation Program, noting that

details are available for public comment on the State Engineer's website.

Commissioner Thoman reported that she attended the Upper Basin Colorado River Commission meeting, where reports indicated the most severe drought conditions in a century, with water levels at 30 to 50 percent of normal capacity. Commissioner Thoman shared that the discussion focused on Colorado's report that Arizona drew its full allocation to recharge underground water storage, impacting levels at Lake Powell and Lake Mead.

Commissioner Thoman reported on her attendance at the Library Board meeting, where the Board recognized Trustee Deb Sutton on her upcoming retirement, ratified the 2% (COLA), approved the 2027 holiday, closure, and meeting schedules, and reviewed upcoming activity schedules across county libraries. Commissioner Thoman also announced an upcoming book signing event featuring local authors and residents.

Commissioner Thoman provided an overview of her upcoming schedule.

9:45- Commissioner Richards

Department: Board of County Commissioners

Commissioner Richards reported that he participated in the Rock Springs Chamber Boost Leadership Academy Group.

Commissioner Richards shared that he joined Land Use Director Eric Bingham and Chief Deputy County Attorney John DeLeon to negotiate a Memorandum of Understanding on distributing Miller Generating Station Industrial Siting Impact Assistance funds.

Commissioner Richards reported that he participated in the National Association of Counties (NACo) Rural Action Caucus monthly meeting, the Weekly Power Coalition call, and the NACo West Region monthly meeting.

Commissioner Richards shared that he joined John King for the monthly KREO Radio broadcast to discuss local affairs.

Commissioner Richards provided an overview of his upcoming schedule.

9:50- Commissioner Jones

Department: Board of County Commissioners

Commissioner Jones reported attending the Wyoming State Trust Fund meeting to obtain information regarding a funding request submitted by the Sweetwater Snowpokes for Starlink remote safety shelter measures.

Commissioner Jones reported attending the Rock Springs Chamber luncheon, where Tiffany Marshall presented on Aspen Mountain Medical Center and Dominic Bravo presented on Wyoming Tourism.

Commissioner Jones reported participating in the Chamber of Commerce Boost Leadership Academy Group.

Commissioner Jones shared that he met with Rocket Miner Reporter Ann Jantz regarding the Red Creek Ranch and public access to public lands.

Commissioner Jones noted that he attended the Sweetwater County School District Number 1 board candidates forum.

Commissioner Jones reported attending a meeting regarding the Rock Springs Bureau of Land Management (BLM) Resource Management Plan (RMP).

Commissioner Jones shared that he met with Chairman West to discuss rural health transformation initiatives and the distribution of emergency medical services (EMS) funding across the state.

9:55- Chairman West

Department: Board of County Commissioners

Chairman West shared that he met with Wyoming Office of Tourism Executive Director Dominic Bravo, Joint Travel and Tourism Director Jenissa Meredith, and Rock Springs Mayor Max Mickelson to discuss statewide tourism and local funding opportunities.

Chairman West reported participating in the Chamber of Commerce Boost Leadership Academy Group.

Chairman West reported that he joined Land Use Director Eric Bingham on a virtual call with the State BLM Office, where upcoming leadership changes were provided.

Chairman West shared that BLM headquarters is reviewing the draft Environmental Assessment (EA) and plans to open it for public comment this month.

Chairman West shared that he, along with Commissioner Jones, Land Use Director Eric Bingham, and Chief Deputy County Attorney John DeLeon, met with Danielle Bettencourt to discuss the Resource Management Plan (RMP), noting that, in anticipation, they are beginning to draft a comment letter once it is officially public and they can meet and engage.

Chairman West shared that Events Complex Director Kandi Pendleton told him the ownership group operating the live horse racing events at the Events Complex has been sold to Global Gaming Solutions.

Chairman West explained that he met with Commissioner Jones to discuss rural health transformation initiatives and the distribution of EMS funding across the state.

Chairman West stated that he received a phone call from a concerned constituent about the large increase in tire disposal pricing at Solid Waste Disposal District #1.

C) ACTION/PRESENTATION ITEMS

C.1) **10:00- Approval of the White Mountain Library HVAC Upgrade Funding Plan**

Department: Grants

Cover Page

BOCC 10-20-26 LIBRARY.pdf

Chairman West recused himself from the meeting due to a conflict of interest related to his employment with Vaughn's Plumbing and Heating Co., exited the room, and designated Commissioner Slaughter to serve as Acting Chairman during his absence.

Grants Manager Krisena Marchal appeared before the Board to present the funding plan for the White Mountain Library HVAC upgrade project.

Ms. Marchal reported that the County approved funding for a $2.36 million HVAC upgrade at the White Mountain Library, with completion projected for June 2027. Ms. Marchal explained that the review committee evaluated multiple funding avenues, including delaying other approved capital projects, drawing on available reserves, and using eligible County funds, while consulting with the State Loan and Investment Board (SLIB), which confirmed that future grant awards cannot retroactively reimburse project expenditures.

Ms. Marchal explained that, based on these evaluations, the committee identified a funding strategy that uses impact funds from industrial siting projects predating specific designated uses for governmental expenditures. Implementation of this plan requires a budget amendment allocating $549,954.00 in impact funds to the project.

Acting Chairman Slaughter entertained a motion to approve the funding plan for the White Mountain Library HVAC Upgrade and authorize the Chairman to execute all related documents.

Taylor C. Jones moved to approve. Mary Thoman seconded the motion. The motion carried.

SIGNED AGREEMENT AND CERTIFICATION STATEMENT FOR THE WHITE MOUNTAIN LIBRARY HVAC UPGRADE FUNDING PLAN

C.2) **10:05- Public Hearing: Resolution 26-10-CL-01, a Budget Amendment for the Appropriation of Impact Tax Fund Reserves for the White Mountain Library HVAC Upgrade Project**

Department: County Clerk

Cover Page

26-10-CL-01 - Impact Tax Fund (Library Project).docx

Accounting Specialist Rebecca Romero appeared before the Board to present Resolution 26-10-CL-01, a Budget Amendment for the White Mountain Library HVAC Upgrade Project in the amount of $549,954.00.

Following discussion, Acting Chairman Slaughter opened the public hearing. With no comments, the public hearing was closed.

Mary Thoman moved to approve Resolution 26-10-CL-01, a Budget Amendment for the Appropriation of Impact Tax Fund Reserves for the White Mountain Library HVAC Upgrade Project. Island Richards seconded the motion. The motion carried.

SIGNED RESOLUTION 26-10-CL-01- SWCO BUDGET AMENDMENT- WHITE MOUNTAIN LIBRARY HVAC UPGRADE

C.3) **10:15- Industrial Siting Fire Equipment Agreement Eden Farson Fire Control District**

Department: Planning and Zoning

Cover Page

SWC Fire Protection Agreement with Eden Farson Fire District and Sweetwater County.docx

Chairman West re-entered the meeting and resumed his duties as Chairman.

Land Use Director Eric Bingham and Chief Deputy County Attorney John DeLeon appeared before the Board to present the Industrial Siting Fire Equipment Agreement for the Eden-Farson Fire Control District.

Mr. Bingham explained that the agreement provides up to $110,800.00 in funding for fire and emergency equipment for the Eden-Farson Fire District, using impact assistance funds received during project construction. The district will use the equipment to provide services, and the county will reimburse it through impact funds.

Grants Manager explained that the agreement is contingent on funding appropriations and emphasized proper use, recordkeeping, and no duplicate reimbursements.

Following discussion, Chairman West entertained a motion to approve the Industrial Siting Fire Equipment Agreement for the Eden Farson Fire Control District as presented and to select Alternative A as defined on page 2 of the agreement.

Island Richards moved to approve. Mary Thoman seconded the motion. The motion carried.

SIGNED FIRE PROTECTION SERVICES AND EQUIPMENT FUNDING AGREEMENT BETWEEN SWCO AND THE EDEN-FARSON FIRE CONTROL DISTRICT

C.4) **10:25- Industrial Siting: Miller Generating Station MOU and Notice to be a Party**

Department: Attorney's Office

Cover Page

MOU_IMPACT ASSISTANCE_MILLER GENERATING STATION.doc

Sweetwater County Notice to Be a Party.docx

Land Use Director Eric Bingham and Chief Deputy County Attorney John DeLeon appeared before the Board to present the Industrial Siting Memorandum of Understanding (MOU) for the Miller Generating Station, along with the Seminoe Power Company, LLC Miller Generating Station Section 109 Industrial Siting Permit Application Notice of Intent to be a Party on behalf of Sweetwater County and the Town of Wamsutter.

Mr. Bingham explained that the MOU allocates impact assistance funds among Wyoming counties and towns affected by Seminoe Power Company's 2000 MW Miller Generating Station project. Mr. Bingham shared that the MOU sets funding amounts, schedules, and modification procedures; clarifies legal governance, immunity, and dispute resolution; and emphasizes cooperation, amendments, and enforceability to ensure affected local governments share project impacts and benefits.

Mr. Bingham further explained that staff seeks to notify the Wyoming Department of Environmental Quality (DEQ) of its intent to participate as a party in the permit process for Seminoe Power's Miller Generating Station, representing both the County and the Town of Wamsutter. Mr. Bingham noted that staff will actively engage in hearings, present evidence concerning social and economic impacts, and address impact aid distribution.

Following discussion, Chairman West entertained a motion to approve the Industrial Siting Memorandum of Understanding and authorize the participation as a party in the permit application process for the Miller Generating Station project, which includes Exhibit A for Sweetwater County in the amount of $80,000.00 and Wamsutter in the amount of $250,000.00, and authorize the Chairman to sign.

Taylor C. Jones moved to approve. Island Richards seconded the motion. The motion carried.

SIGNED MOU - IMPACT ASSISTANCE FUNDS- SEMINOE POWER COMPANY

SIGNED SEMINOE POWER COMPANY, LLC- MILLER GENERATING STATION- NOTICE OF INTENT TO BE A PARTY

C.5) **10:35- Approval of Microsoft Enterprise Agreement**

Department: Information Technology

Cover Page

Approval for Microsoft Enterprise Agreement.docx

On behalf of IT Director Tim Knight, IT Security Specialist Mike Cooke appeared before the Board to request approval to renew a three-year Microsoft Enterprise Agreement.

Mr. Cooke explained that the three-year agreement costs $153,919.68 annually, is budgeted, and expires on October 31, 2026.

Following discussion, Chairman West entertained a motion to approve the agreement and authorize the IT Director to complete the online signatures for the Microsoft agreement renewal as presented.

Island Richards moved to approve. Taylor C. Jones seconded the motion. The motion carried.

C.6) **10:40- Joint Travel and Tourism Board Appointment**

Department: Board of County Commissioners

Cover Page

The Board announced a vacancy on the Joint Travel & Tourism Board for a three-year term, resulting from the expiration of Tamera Musgrove's term effective November 1, 2026.

Chairman West entertained a motion to approve and reappoint Tamara Musgrove to serve on the Joint Travel & Tourism Board for a three-year term.

Mary Thoman moved to approve. Island Richards seconded the motion. The motion carried.

C.7) **10:45- Memorandum of Understanding Among the Boards of County Commissioners of the State of Wyoming regarding the Congressional Tour Initiative**

Department: Board of County Commissioners

Cover Page

Updated MOU - Congressional Tour Initiative CLEAN.pdf

Tour Region Proposal JR 2.png

WCCA Congressional Tour Master Attendee List.docx

Chairman West presented the Memorandum of Understanding (MOU) among the State of Wyoming's Boards of County Commissioners regarding the Congressional Tour Initiative.

Chairman West explained that Wyoming counties collaborate annually on a congressional tour led

by regional counties, funded by WCCA dues. Chairman West shared that responsibilities include planning, logistics, financial management, outreach, and compliance, with state and local contributions.

Following discussion, Chairman West entertained a motion to approve the Memorandum of Understanding Among the Boards of County Commissioners of the State of Wyoming regarding the Congressional Tour Initiative and authorize the Chairman to sign.

Robb Slaughter moved to approve. Mary Thoman seconded the motion. The motion carried.

SIGNED MOU AMONG THE BOCC OF THE STATE OF WYOMING REGARDING THE CONGRESSIONAL TOUR INITIATIVE

C.8) **10:50- Mandatory Annual Financial Reporting and Notice of Enforcement of Statutory Dissolution Requirements**

Department: Board of County Commissioners

Cover Page

Mandatory Annual Financial Reporting and Notice of Enforcement of Statutory Dissolution Requirements.pdf

Commissioner Richards presented a letter to the Board for consideration to send to Special Districts and applicable public entities regarding mandatory annual financial reporting and notice of enforcement of statutory dissolution requirements.

Commissioner Richards explained that the letter warns districts of mandatory annual financial reporting requirements, including surveys, budgets, and audits, with deadlines from June to December, and that noncompliance triggers enforcement steps such as notices, potential dissolution, and board replacements. The county intends to promptly initiate dissolution if it doesn't remedy deficiencies by December 30, emphasizing that responsible district governance and timely reporting are essential to avoid legal consequences.

Following discussion, Chairman West entertained a motion to approve the notification letter to special districts and applicable public entities regarding mandatory annual financial reporting compliance and enforcement of statutory dissolution requirements, as presented.

Island Richards moved to approve. Robb Slaughter seconded the motion. The motion carried.

SIGNED MANDATORY ANNUAL FINANCIAL REPORTING AND NOTICE OF ENFORCEMENT OF STATUTORY DISSOLUTION REQUIREMENTS

C.9) **10:55- Break**

Department: Board of County Commissioners

Due to technical difficulties that delayed the meeting, Chairman West requested that the scheduled break be forgone.

C.10) **11:05- Western States and Tribal Nations Member Check-in**

Department: Board of County Commissioners

Cover Page

President Andrew Browning of Western States and Tribal Nations (WSTN) appeared before the Board to provide an update. Due to technical difficulties, Chairman West requested to postpone the item to the November 3, 2026 meeting.

C.11) **11:30- Quarterly Ambulance Update**

Department: Board of County Commissioners

Cover Page

CRHD Meeting Request with handouts.pdf

CEO Bailie Dockter appeared before the Board to present the quarterly ambulance update. CFO Todd Toolson and Board Members Dan Stanton and Ross Hargrove were also present.

Ms. Dockter reported strong financial performance for the Castle Rock Ambulance District, with revenue exceeding budget and high operating income.

EMS Director Jenny Magagna reported that response times averaged about 6.4 minutes for emergency calls, with faster responses in towns, and that the district handled 520 calls in September, responding quickly and efficiently to most calls, including significant community and event support hours, making special note of covering and staffing ambulances during the busiest times appropriately. Ms. Magagna shared that they signed an agreement with the Joint Powers Combined Communications Board to improve efficiency.

Following discussion, the Commission expressed appreciation for the update.

Chairman West shared that the Department of Health recently briefed members on rural health funding opportunities, noting the committee's interest in exploring these avenues in more detail to evaluate the feasibility, requirements, and potential benefits of reapplying for rural health funding.

C.12) **11:50- SF10/Title 7 Holding and Treatment Agreement**

Department: Attorney's Office

Cover Page

For Signature - 259846 SF-10 T-7 Tx SWCSO - Sweetwater Board of County Commissioners.pdf

Sheriff Fischer and Chief Deputy County Attorney John DeLeon appeared before the Board to present the SF10/Title 7 Holding and Treatment Agreement.

Sheriff Fischer explained that the agreement outlines responsibilities for providing secure custodial care and psychiatric treatment for detainees awaiting admission to the Wyoming State Hospital, funded by a shared $5 million pool.

Following discussion, Chairman West entertained a motion to approve the Contract between the Wyoming Department of Health, Behavioral Health Division, and Sweetwater County, Wyoming, and the Sweetwater County Sheriff and authorize the Sheriff and the Chairman to sign.

Taylor C. Jones moved to approve. Mary Thoman seconded the motion. The motion carried.

SIGNED CONTRACT BETWEEN WY DPT OF HEALTH, BEHAVIORAL HEALTH DIVISION, SWCO AND THE SWCO SHERIFF'S OFFICE- SF10-TITLE 7

11:55- EXECUTIVE SESSION

1. Personnel

Chairman West entertained a motion to enter into executive session for personnel.

Mary Thoman moved to approve. Island Richards seconded the motion. The motion carried.

Chairman West entertained a motion to exit the executive session and reconvene the regular meeting, noting that action was required.

Island Richards moved to approve. Taylor C. Jones seconded the motion. The motion carried.

Chairman West entertained a motion to approve the Settlement Agreement as discussed in executive session and authorize the Chairman to sign any necessary documents.

Taylor C. Jones moved to approve. Robb Slaughter seconded the motion. The motion carried.

ADJOURN

There being no further business to come before the Board of County Commissioners this day, the meeting was adjourned subject to the call of the Chairman. This meeting is available on the Sweetwater County YouTube channel and the County website. Links for specific meetings are available on the County website. County Clerk Office Manager/Executive Assistant to the Board of County Commissioners, Sally Shoemaker, respectfully submitted the minutes.

ATTEST:

_____
Cynthia L. Swenson, County Clerk

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

_____
Keaton D. West, Chairman

_____
Island Richards, Member

_____
Taylor C. Jones, Member

_____
Robb Slaughter, Member

_____
Mary E. Thoman, Member

****

EST. 1867
SWEETWATER COUNTY
WYOMING

MEETING REQUEST FORM

Meeting Date Requested: November 3, 2026	**Contact Phone and E-mail:** 307-872-3754
Presenters Name, Title and Name of Organization: ACCOUNTING	**Exact Wording for Agenda:** Approval of County Vouchers/Warrants Expenditure Approval Listing (EAL) and Commissioner Report
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 MINUTES	**Will there be handouts? (If yes, include with meeting request form)** Yes
Will handouts require SIGNATURES? Yes **SHOULD THE ITEM BE MARKED CONFIDENTIAL?** No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: EAL Approval Listing 11-03-2026.pdf COMMISSIONER REPORT 11-03-2026.pdf	

INSTRUCTIONS:

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  If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.
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- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

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

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

The meetings are held in the commission meeting room:

80 West Flaming Gorge Way
Meeting Room #115
Green River, Wyoming
EAL Approval Listing 11-03-2026.pdf
COMMISSIONER REPORT 11-03-2026.pdf

	DATE	AMOUNT	WARRANT #'S	ADVICE #'S
EAL	10/15/2026	952,402.70	131833-131875	51553-51557
EAL	10/22/2026	493,804.48	131876-131946	51558-51561
EAL				
EAL				
EAL				

		Check #	Advice #
Payroll Run	5,291.04	131832	51551-51552
Payroll Run			
Payroll Run			
Payroll Run			

TOTAL AMOUNT $1,451,498.22

Vouchers in the above amount are hereby approved and ordered paid this date of 11/3/2026

_____
Keaton D. West, Chairman

_____
Taylor C. Jones, County Commissioner

_____
Island Richards, County Commissioner

_____
Robert D. Slaughter, County Commissioner

Attest:

_____
County Clerk

_____
Mary E. Thoman, County Commissioner

NOVEMBER 3, 2026

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
51551-51552 & 131832	EMPLOYEES AND PAYROLL VENDORS	**PAYROLL RUN**	5,291.04
51553	REDI SERVICES LLC	RESTROOMS	4,160.00
51554	REILLY, CARLA SULLIVAN	FEES	2,135.43
51555	SWCO CONSERVATION DISTRICT	BUDGET ALLOCATION	9,621.34
51556	SWEETWATER FAMILY RESOURCE CENTER	GRANT EXPENSES	10,052.66
51557	WEX BANK	FUEL	9,628.12
51558	307 TIRE LLC	REPAIRS	82.00
51559	QUIKRETE AGGREGATES	ROAD BASE	2,932.55
51560	ROBINSON-KIM, MI HYE	MILEAGE	214.32
51561	SWEETWATER FAMILY RESOURCE CENTER	BUDGET ALLOCATION	1,666.66
131833	ALSCO UNIFORMS	SERVICES	66.38
131834	ANDERSON, MONICA R	TRANSLATION	100.00
131835	BOB BARKER COMPANY INC	COMMISSARY	680.28
131836	BRIDGER VALLEY ELECTRIC ASSN	UTILITIES	82.56
131837	CARDMEMBER SERVICE	BACKGROUNDS/SUBSCRIPTIONS/EQUIPMENT/K9 MEDICAL/TRAVEL/SOFTWARE/INMATE SUPPLIES/INMATE RX	13,023.20
131838	CARDMEMBER SERVICE - 6379	POSTAGE	69.36
131839	CITY OF GREEN RIVER	UTILITIES	3,271.57
131840	CITY OF ROCK SPRINGS	RENT	1,560.07
131841	COMMUNICATION TECHNOLOGIES INC	RENT	175.00
131842	DANA SAFETY SUPPLY	POLOS/PANTS	411.54
131843	DELTA DENTAL	PREMIUMS/CLAIMS	30,678.20
131844	EDA ARCHITECTS INC	CONTRACT	8,520.10
131845	GOLDEN HOUR SENIOR CENTER INC	BUDGET ALLOCATION	13,750.00
131846	HCC LIFE INSURANCE COMPANY	FEES	79,832.56
131847	HOMAX OIL SALES INC	FLUIDS/FUEL	57,890.64
131848	K-PACK PHARMACY	INMATE RX	6,086.00
131849	MEMORIAL HOSPITAL OF SWEETWATER CO	TITLE 25	22,627.80
131850	NMS LABS	ANALYSIS	1,399.00
131851	NORTH SWEETWATER WATER AND SEWER DISTRICT	UTILITIES	60.00
131852	POLYPRO	REPAIRS	4,399.00
131853	REAL KLEEN JANITORIAL	CLEANERS	810.90
131854	ROCKY MTN POWER	UTILITIES	10,632.85
131855	ROTECH HEALTHCARE INC.	INMATE MEDICAL	62.42
131856	SHADOW MOUNTAIN WATER OF WYOMING INC	RENTAL	93.25
131857	SUMMIT FOOD SERVICE LLC	INMATE MEALS	36,396.12
131858	SWEETWATER CO CHILD DEVELOPMENT CENTER	REIMBURSEMENT	16,907.91
131859	SWEETWATER COUNTY INSURANCE	PREMIUMS	527,361.47
131860	SWEETWATER TRANSIT AUTHORITY	GRANT EXPENSES	750.00
131861	TALBOTT, HOLLY	ELECTION EXPENSES	248.24
131862	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	PREMIUMS	22,897.47
131863	THE PARTRIDGE PSYCHOLOGICAL GROUP	SESSIONS	480.00
131864	THOMSON REUTERS-WEST PAYMENT CENTER	SUBSCRIPTION	3,979.00

Ran for Dates: 10/15/2026 to 10/22/2026

131865	TOWN OF WAMSUTTER	UTILITIES	40.00
131866	U S POSTAL SERVICE (NEOPOST POSTAGE-ON CALL)	POSTAGE	8,000.00
131867	UMR INC	FEES	15,978.36
131868	UNIFORMS 2 GEAR INC	HATS/PATCHES	1,551.81
131869	UNION PACIFIC RAILROAD COMPANY	RENT	3,875.86
131870	VISION SERVICE PLAN	PREMIUMS	9,541.57
131871	WESTERN STATES AND TRIBAL NATIONS RURAL NATURAL	MEMBERSHIP	5,000.00
131872	WESTERN WYOMING COLLEGE	LEASE	3,550.00
131873	WESTFAX INC	FAXES	154.30
131874	WYOMING DEPT OF TRANSPORTATION	TITLES	358.38
131875	WYOMING WASTE SERVICES	UTILITIES	3,451.98
131876	954 CONSULTANTS LLC	EQUIPMENT	193,117.70
131877	AFFORDABLE FUNERAL SUPPLY LLC	STOCK	702.08
131879	ALSCO UNIFORMS	SERVICES	66.38
131880	AMERIGAS PROPANE LP	PROPANE	1,512.49
131881	AT&T MOBILITY	PHONE BILL	2,191.47
131882	AT&T MOBILITY	CRADLE POINTS	1,020.10
131883	AUTOZONE LLC	BATTERIES/PARTS/SUPPLIES	98.16
131884	BLOEDORN LUMBER	PARTS	59.87
131885	BRIDGERLAND CARQUEST	PARTS	505.56
131886	CARDMEMBER SERVICE	MEALS/MEMBERSHIPS/CERTIFIED COPIES	1,202.82
131887	CASTILLON D.D.S. LLC, A. BRYCE	INMATE DENTAL	2,201.00
131888	CHEMICAL TESTING PROGRAM	KITS	909.00
131889	CJ SIGNS	STICKERS	56.50
131890	CLEARVIEW IMPROVEMENT & SERVICE DISTRICT	UTILITIES	205.66
131891	COMMUNICATION TECHNOLOGIES INC	EQUIPMENT	425.95
131892	CONTINENTAL BATTERY SYSTEMS	BATTERIES	558.25
131893	COPIER & SUPPLY CO INC	CONTRACTS/COPIER	17,965.70
131894	DECKER AUTO GLASS/THE GLASS WAREHOUSE	WINDSHIELDS	1,452.70
131895	DOI/BLM	LEASE	25.00
131896	TIMOTHY A EAGLER, ATTORNEY AT LAW LLC	FEES	337.50
131897	ENBRIDGE GAS UT WY ID	UTILITIES	7,924.11
131898	ENVIROTECH SERVICES LLC	CMAQ PROJECT	98,308.24
131899	F B MCFADDEN WHOLESALE COMPANY	STOCK	553.00
131900	FASTENAL COMPANY	LIFT	219.24
131901	LUCERNE VALLEY MARINA	FUEL	262.25
131902	FLOYD'S TRUCK CENTER	PARTS	366.14
131903	FREMONT MOTOR ROCK SPRINGS INC	PARTS	85.01
131904	GEE, SAMUEL	REIMBURSEMENT	105.00
131905	GREEN RIVER ACE HARDWARE	SUPPLIES	297.80
131906	HOME DEPOT CREDIT SERVICES	PARTS/CREDITS/PARTS	562.50
131907	IBS INCORPORATED	SUPPLIES	1,614.62
131908	ISI WATER CHEMISTRIES	SERVICE	962.17
131909	KENWORTH SALES COMPANY	PARTS	7,420.87
131910	LITTLE AMERICA - CHEYENNE	LODGING	226.00
131911	LONGHORN CONSTRUCTION INC	SERVICES	3,635.00

131912	MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS LLC	MEDICAL SUPPLIES	211.39
131913	MEMORIAL HOSPITAL OF SWEETWATER CO	BLOOD DRAWS/EXAM	1,030.00
131914	MOODY'S INVESTORS SERVICE INC	ANNUAL FEES	1,000.00
131915	MORCON SPECIALTY	PARTS	366.49
131916	NAPA AUTO PARTS UNLIMITED	PARTS	19.16
131917	NATIONAL SIGNAL LLC	SUPPLIES	6,235.00
131918	NMS LABS	ANALYSIS	809.00
131919	OFFICE SHOP INC	CONTRACTS/SCANNERS/COPIERS	21,639.05
131920	ONE-CALL OF WYOMING	TICKETS	12.60
131921	PILOT BUTTE BROADCASTING	ADS	300.00
131922	PT HOSE & BEARING	PARTS	26.60
131923	R AND D SWEEPING AND ASPHALT MAINTENANCE LC	PATCHING	31,990.00
131924	ROCK SPRINGS ACE HARDWARE	SUPPLIES/PARTS	512.37
131925	ROCKY MTN POWER	UTILITIES	1,843.64
131926	RON'S ACE RENTALS	PARTS	57.18
131927	SKAGGS COMPANIES INC	FREIGHT	9.95
131928	STAPLES ADVANTAGE - DEPT LA	BATTERIES	145.52
131929	TERMINIX OF WYOMING	SERVICE	341.00
131930	THE PARTRIDGE PSYCHOLOGICAL GROUP	SESSION	160.00
131931	THE TIRE DEN INC	TIRES/REPAIR	6,860.12
131932	TOWN OF WAMSUTTER	FIRE PROTECTION	11,574.00
131933	TRASSIG CORP	SUPPLIES	563.51
131934	TREANOR INC	CONTRACT	20,717.58
131935	TREVIPAY - WALMART	MEDICAL SUPPLIES	241.12
131936	UNION TELEPHONE COMPANY INC	PHONE BILL	904.59
131937	UNITED RENTALS (NORTH AMERICA), INC	RENTAL	1,339.26
131938	VERIZON WIRELESS	PHONE BILL	2,624.07
131939	WHISLER CHEVROLET COMPANY	PARTS	9.19
131940	WORKFORCEQA LLC	RANDOM/POST ACCIDENT	80.00
131941	WYOLECTRIC INC	SERVICE	1,494.31
131942	WYOMING BEHAVORIAL INSTITUTE	TITLE 25	3,770.00
131943	WYOMING MACHINERY COMPANY	PARTS	22,592.64
131944	WYOMING STATE BOARD OF VETERINARY MEDICINE	CERTIFICATION	50.00
131945	YOUNG AT HEART CENTER	GRANT EXPENSES	1,805.00
131946	ZORO	STOCK	237.57
		GRAND TOTAL:	1,451,498.22

Ran for Dates: 10/15/2026 to 10/22/2026

EST. 1867
SWEETWATER COUNTY
WYOMING

MEETING REQUEST FORM

Meeting Date Requested: November 3, 2026	**Contact Phone and E-mail:** sanchezj@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Joe Sanchez, Lead Appraisal Technician, Assessor	**Exact Wording for Agenda:** Approval of Abates-Rebates
Preference of Placement on Agenda & Amount of Time Requested for Presentation: n/a	**Will there be handouts? (If yes, include with meeting request form)** No
Will handouts require SIGNATURES? No **SHOULD THE ITEM BE MARKED CONFIDENTIAL?** No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: November 3rd Meeting.pdf	

INSTRUCTIONS:

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80 West Flaming Gorge Way
Meeting Room #115
Green River, Wyoming
November 3rd Meeting.pdf

Authorization for Abate/Rebate of Ad Valorem Taxes								
NOVEMBER 3RD, 2026 MEETING								
NOVC	TAXPAYER	ACCOUNT	TAX DIST	VALUATION	TAX YEAR	ADJUSTMENTS	REASON	A/R NUMBER
	GARCIA RAYMOND F	104173	251	-11,862	2026	-83.13	ABANDONED VEHICLE	11126
2026-0585	CROWHEART ENERGY LLC.	156684	112	-724,002	2024	-49,809.89	DOR	11226
2026-0592	CROWHEART ENERGY LLC.	156684	112	-2,127	2024	-146.33	DOR	11326
			TOTAL	-737,991		-50,039.35		

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

_____
Keaton D. West, Chariman

_____
Taylor C Jones, Memeber

_____
Island Richards, Member

_____
Robert D. Slaughter, Member

ATTEST:

_____
Cynthia L. Swenson, County Clerk

_____
Mary E. Thoman, Member

****

EST. 1867
SWEETWATER COUNTY
WYOMING

MEETING REQUEST FORM

Meeting Date Requested: November 3, 2026	**Contact Phone and E-mail:** 307-872-3897
Presenters Name, Title and Name of Organization: BOCC	**Exact Wording for Agenda:** Approval of Hospital Maintenance Expenditures
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min	**Will there be handouts? (If yes, include with meeting request form)** No
Will handouts require SIGNATURES? Yes **SHOULD THE ITEM BE MARKED CONFIDENTIAL?** No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: SWEETWATER CO MEMORIAL HOSPITAL EXPENDITURES - October.pdf 27 County Maintenance Fund request - September 2026 FINAL.xlsx 27 County Maintenance Invoices.pdf	

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- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item may be rescheduled.

- In order to determine placement on the agenda, please review the county website sweetwatercountywy.gov on Thursday afternoon by clicking “Commissioner's Agenda”.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

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

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

The meetings are held in the commission meeting room:

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

SWEETWATER CO MEMORIAL HOSPITAL EXPENDITURES - October.pdf
27 County Maintenance Fund request - September 2026 FINAL.xlsx
27 County Maintenance Invoices.pdf

County Voucher

Department or Vendor Affidavit

Pursuant to W.S. 18-3-510 (a), I certify under penalty of perjury that the enclosed bill is just and correct and has not been paid by Sweetwater County or other person.

10/20/26

Signed Date

BILL TO

SWEETWATER COUNTY
80 WEST FLAMING GORGE WAY
SUITE 150
GREEN RIVER, WY 82935

VENDOR

SWEETWATER CO MEMORIAL HOSPITAL
CRAIG ROOD, TREASURER
PO BOX 1359
ROCK SPRINGS, WY 82902

Remit Payment to: (if different than Vendor's Address)

Vendor Number
33

Tax Exempt Information

Exempt from backup withholding - Fed. ID #83-6000126

Sales and Use Tax W.S. 39-15-105 as revised

Federal Excise Taxes - Ins. Code Section 42222

Taxes (b)(1) and Section 1481 - 3(1) as revised

General Ledger	
Org	Obj

Project Account		
-	-	-

MM/DD/YY Date of Service	Invoice Number	Description	GL if different from above	Amount
10/20/26	see attached	HOSPITAL MAINTENANCE EXPENDITURES	25XHX-27MAINT	$ 60,115.11

☐ Check if additional page

Total Claim	$ 60,115.11

By

County's authorized signature for payment

Cannot be the same person who has signed the above Affidavit

(Revised 12/13)

MM/DD/YY Date of Service	Invoice Number	Description	GL if different from first page	Amount

Approval of Hospital Maintenance Expenditures
Memorial Hospital of Sweetwater County
Date: July 2026 - September 2026

Name	Description	Invoice #	Amount
Adan's Concrete	Sidewalk repair	246	$2,200.00
Adan's Concrete	Sidewalk repair	247	$2,100.00
Adan's Concrete	Sidewalk repair	249	$2,400.00
Amazon	Trilogy lock- key pad lock system	1RV6-1KPF-RC74	$393.31
Bloedorn Lumber	Ceiling grid	9594953	$2,637.00
Camfil USA Inc	Air handler pre-filters	30658692	$3,463.60
Carrier Corporation	A/C issues College Hill #5&7	90558749	$4,280.00
Carrier Corporation	A/C Compressor change #5 College Hill	90565601	$8,693.04
Clark's Quality Roofing Inc	Roof repair	505873	$938.45
Energy Management Corporation	4 hour load bank for generators (compliance)	160933	$4,123.00
Energy Management Corporation	Diesel sample (compliance)	161275	$426.00
Goodway Technologies Corporation	De-scaler for cooling towers	317547	$586.33
Grainger	Actuator	9970601606	$439.22
Grainger	Faucet repairs	9977159533	$178.42
Grainger	Compressor parts and faucet repairs	9032389844	$318.62
Grainger	Faucet cartridges	9047614426	$376.40
Grainger	Tack mats for projects/filters	9051180470	$441.05
Grainger	Fuses 125AMP	9076463737	$1,023.24
Grainger	Fan belts and lights	9082124521	$411.03
Grainger	Differential gauge	9051145747	$329.35
Grainger	Damper actuator	9095160330	$387.06
Home Depot	Sprinkler pipe and fittings	9013511	$351.38
Home Depot	Galvanized pipe	2021984	$471.22
Home Depot	Sprinkler pipe and fittings	8023141	$453.13
Home Depot	Sprinkler heads and stain	7624834	$440.22
Home Depot	Shower hose/plastic for barriers	3010906	$307.33
ISI Water Chemistries	TDS tester/boiler water	INV227635	$793.73
JC Jacobs Carpet One	Tile in front of elevators	8823	$721.60
Martin-Ray Laundry Systems	water valve for washer	0124414-IN	$357.61
Martin-Ray Laundry Systems	Door bracket replacement + labor and travel	0120875-IN	$2,119.00
Mountainland Supply Company	Lavatory faucets	S108087653.001	$2,350.00
Pacific Steel & Recycling	Tube for railing	9414729	$496.21
Servco	Programing for boiler #2	F-10397	$2,829.60
Sewer Pros LLC	Assessment of sewer line "Old Foundation"	4505	$956.14
Sewer Pros LLC	Hydro-jet sewer/cleaning for liner	4506	$1,220.00
Sewer Pros LLC	Sewer lining for foundation sewer tie-in	4509	$6,500.00
Sherwin Williams	Paint for cafeteria	81792141640926	$323.82
Wasatch Access Solutions	OB door repair	3130	$810.00
Wyoelectric Inc	Lightning system fix "Power House"	12624	$2,469.00
TOTAL			**$60,115.11**

The Board of County Commissioners
For Sweetwater County, Wyoming

Keaton West, Chairman

Taylor Jones, Commissioner

Mary Thoman, Commissioner

Robb Slaughter, Commissioner

Attest:

Cynthia Swenson, County Clerk

Island Richards, Commissioner

R301587

Adan's Concrete

INVOICE

№ 246

Rock Springs WY 82901
Phone: 307-350-0291
Cell: 307-389-2325

Customer: Memorial Hospital
1200 College Dr
307-371-8407

Purchase Order No. MOZ70401

Location Rock Springs WY 82901

Date July/14/26

DESCRIPTION	AMOUNT
8 x 6 # 1 Concrete Work	
Break existing Concrete, Dump, Compact Dirt, level Ground, Drill holes to put rebar every 2 ft on existing Concrete to hold the new one, Pour the New Concrete	
Labor and Materials included	
Completed 7/28/2026	
AUG 11 2026	
TOTAL	$2,200

I the undersigned purchaser hereby agree to pay the above at Vernal, Utah on or before the 20th of the month following the date of invoice, and if not paid when due, to pay interest at the rate of eighteen percent (18%) per annum, both before and after judgment, until paid through this account is placed in the hands of an attorney for collection either with or without suit, plus a reasonable attorney's fee.

NOT RESPONSIBLE FOR LOSS BY FIRE OR THEFT. NO FURTHER STATEMENT WILL BE SENT.

Customer's Signature [signature] 8/10/26

ok to pay ALL

R301588

Adan's Concrete

INVOICE

№ 247

Rock Springs WY 82901
Phone: 307-350-0291
Cell: 307-389-2325

Customer: Memorial Hospital
1200 College Dr
307-371-8407

Purchase Order No. MO276401

Location Rock Springs WY 82901

Date 7/14/2026

DESCRIPTION	AMOUNT
5 x 8 #2 Concrete Work	
Cute old cemente and break it, Dump, Compact Dirt, level ground, forms, Drill holes to hold concrete	
Labor and Materials	
Completed 7/28/2026	
TOTAL	$2,100

I the undersigned purchaser hereby agree to pay the above at Vernal, Utah on or before the 20th of the month following the date of invoice, and if not paid when due, to pay interest at the rate of eighteen percent (18%) per annum, both before and after judgement, until paid through this account is placed in the hands of an attorney for collection either with or without suit, plus a reasonable attorney's fee.

NOT RESPONSIBLE FOR LOSS BY FIRE OR THEFT. NO FURTHER STATEMENT WILL BE SENT.

Customer's Signature _____

R301589

Adan's Concrete

INVOICE

№ 249

Rock Springs WY 82901
Phone: 307-350-0291
Cell: 307-389-2325

Customer: Memorial Hospital
1200 College Dr
307-371-8407

Purchase Order No. MO270401

Location Rock Springs WY 82901

Date 7/14/2026

DESCRIPTION	AMOUNT
10 x 7 #3 Concrete Work	
Break existing Concrete, level ground, compact, Forms, Drill holes to hold Concrete, Dump Labor and materials included	
Completed 7/28/2026	
TOTAL	$2,400

I the undersigned purchaser hereby agree to pay the above at Vernal, Utah on or before the 20th of the month following the date of invoice, and if not paid when due, to pay interest at the rate of eighteen percent (18%) per annum, both before and after judgment, until paid though this account is placed in the hands of an attorney for collection either with or without suit, plus a reasonable attorney's fee.

NOT RESPONSIBLE FOR LOSS BY FIRE OR THEFT. NO FURTHER STATEMENT WILL BE SENT.

Customer's Signature _____

amazon business

R300832

Invoice

Invoice # **1RV6-1KPF-RC74** | **July 20, 2026**

Invoice summary

Payment due by August 19, 2026

Item subtotal before tax	$ 393.31
Shipping & handling	$ 0.00
Promos & discounts	$ 0.00
Total before tax	$ 393.31
Tax	$ 0.00
Amount due	**$ 393.31 USD**

Account #	A27ZB0E3QNDELI
Payment terms	Net 30
Purchase date	15-Jul-2026
Purchased by	Memorial Hospital
PO #	M0270323
Cost center	TINA FRULLO
Department	MAINT
GL code	5525
Location	MHSC

Pay by

Electronic funds transfer (EFT/ACH/Wire)

Account name	Amazon Capital Services, Inc
Bank name	Wells Fargo Bank
ACH routing # (ABA)	121000248
Bank account # (DDA)	4163041004583574 4
SWIFT code (wire transfer)	WFBIUS6S

Check

Amazon Capital Services
PO Box 035184
Seattle, WA 98124-5184

Include Amazon invoice number(s) in the descriptive field of your payment or send remittance details to ar-businessinvoicing@amazon.com. (This mailbox only accepts payment details. For help, contact customer support.)

Registered business name

Memorial Hospital of Sweetwater County

Bill to

Memorial Hospital of Sweetwater County
1200 College Dr
Rock Springs, WY 82901

Ship to

Memorial Hospital
1200 COLLEGE DR
ROCK SPRINGS, WY 82901-5868

Invoice details

	Description	Qty	Unit price	Item subtotal before tax	Tax
1	Alarm Lock DL2700IC Trilogy Digital Keypad Lock (Interchangeable Core) ASIN: B0053TE8TC Sold by: A Absolute Best Locksmith Inc Order # 112-0825842-0233037	1	$393.31	$393.31	0.000%

Total before tax	$393.31
Tax	$0.00
Amount due	**$393.31**

R 385743

Bloedorns - Rock Springs
1600 Sunset Drive
PO Box 1019
Rock Springs, Wyoming 82902
Phone Number: 307-362-4965
Fax Number: 307-362-3360

Sales Invoice

Invoice No 9594953
Invoice Date 09/23/2026
Terms Net 10th
Customer 186427
Customer PO# M0271483
Contact:
Our Ref 95849380
Taken By Megan Smith

Invoice Address
Memorial Hospital Sweetwater
Attn: Irene Richardson
P O Box 1359
Rock Springs, WY, 82902-1359

Delivery Address
Memorial Hospital Sweetwater
Attn: Irene Richardson
P O Box 1359
Rock Springs, WY, 82902-1359

Special Instructions	Notes

Line	Description	Qty/Footage	Price	Per	Total
1	zz_spo_ceiling_6155 - CA-SHM-157 2'x2' 5/8" Trim Edge Tile 64 SF/CTN **Our PO# 1015073 Supplier: LKL Associates Inc - Ogden (West Haven)**	20 ea	121.85	ea	2,437.00
	* Freight - Freight - Freight Charges				100.00
	* Delivery Fee - Delivery - Delivery Charge				100.00

Goods received in good condition

Print name _____

Signature _____

Total Amount	$2,637.00
Sales Tax	$0.00
Invoice Total	$2,637.00

The invoice is due on 10/10/2026.

Payments received without specific remittance advice or invoice-matching designations will be applied to open balances at the sole discretion of Bloedorns, prioritizing the oldest outstanding finance charges and invoices.

If ACCOUNT BALANCES are not paid in full within 30 days from date of your statement, A **FINANCE CHARGE** will be assessed. **FINANCE CHARGE** is computed by using a periodic rate of 1.5% per month, which is an **ANNUAL PERCENTAGE RATE of 18%** applied to your **ACCOUNT BALANCE**. A minimum monthly **FINANCE CHARGE of $0.50** will be charged for all unpaid balances of $35.00 or less. **-NOTICE TO OWNER.** If you pay the contractor for work or equipment, material or supplies delivered without having received from the contractor a waiver of lien by all subcontractors, or evidence of payment, a lien may be filed against your property by a subcontractor and /or material supplier. In the event the Buyer's obligations arising under this invoice are enforced through a collection agency or attorneys with or without suit or any other proceeding, buyer agrees to pay all collection costs or reasonable attorney fees on the account balance due plus court costs. Special Order Returns are subject to a 25% restocking fee.

R301870

CAMFIL USA, INC.
DBA AIR FILTER SOLUTIONS, INC.
2500 WEST 8TH AVENUE - SUITE B
DENVER, CO 80204
See Warehouse Contact Phone# below.

INVOICE

SEND PAYMENT TO:
3302 SOLUTIONS CENTER
CHICAGO IL 606773003

Page No. 1
Invoice No. 30658692

Customer No.	Purchase Order No.	Rep. Order No.	Date Shipped	Invoice Date
90907 -000	M0270267		7/31/26	7/31/26

Order No.	Bill of Lading No.	Terms	Warehouse
W66559-00	00045741	NET 30 DAYS	748 Denver, CO (303)893-3030

SOLD TO
MEMORIAL HOSPITAL-SWEETWATER
COUNTY
P.O. BOX 1359, ATTN:ACCT PAY
ROCK SPRINGS WY 829011359
UNITED STATES

SHIP TO
MEMORIAL HOSPITAL-SWEETWATER
COUNTY
1200 COLLEGE DRIVE
ROCK SPRINGS WY 829015868
UNITED STATES

SPECIAL INSTRUCTIONS
****PACK ACCORDING TO QUOTE**** UPS ACCOUNT # Y2R527 LOGISTICS@TRIOSE.COM

FOB	SHIPPING POINT
FREIGHT TERMS	PREPAID/BRANCH ADD TO INV
SHIP VIA	AAA COOPER TRAN
ROUTE	COMMON CARRIER
PRO. NO.	76979614-5

PLEASE NOTE OUR NEW COMPANY NAME IS CAMFIL USA, INC.

Item No.	CAMFIL Part No.	Product Description	Quantity Shipped	Unit Price	Amount
			CURRENCY US	Dollars	
001	059413001	30/30 24X24X4	16	25.14	402.24
002	059413001	30/30 24X24X4	20	25.14	502.80
003	049880001	30/30 20X16X2	16	9.75	156.00
004	049880012	30/30 24X20X2	28	12.76	357.28
005	049880012	30/30 24X20X2	16	12.76	204.16
006	059413001	30/30 24X24X4	20	25.14	502.80
007	059413001	30/30 24X24X4	20	25.14	502.80
008	049880005	30/30 24X24X2	25	15.32	383.00
009	059413001	30/30 24X24X4	18	25.14	452.52
		TOTAL SALES AMOUNT			3463.60
		SALES TAX AMOUNT			.00
		TOTAL AMOUNT			3463.60

SEE TERMS AND CONDITIONS ON REVERSE SIDE WHICH ARE AN INTEGRAL PART OF THIS AGREEMENT.
- RETURNED GOODS MUST HAVE RGA ISSUED BY CAMFIL, CREDIT WILL ONLY BE ISSUED UPON ACCEPTANCE BY WAREHOUSE.
- ALL CLAIMS FOR SHORTAGES OR DAMAGE MUST BE MADE WITHIN 14 DAYS AFTER RECEIPT OF MERCHANDISE.

ORIGINAL INVOICE

Camfil USA, Inc.
One North Corporate Drive
Riverdale, New Jersey 07457

MEMORIAL HOSPITAL-SWEETWATER
COUNTY
P.O. BOX 1359, ATTN:ACCT PAY
ROCK SPRINGS WY 829011359
UNITED STATES

INVOICE ENCLOSED

Invoice: 90558749

Bill-To Address
MEMORIAL HOSPITAL OF SWEETWATER
COUNTY ATTN ACCOUNTS PAYABLE
1200 COLLEGE DRIVE
Rock Springs WY 82901-5868

Invoice Date:	07/31/2026
Customer Number:	A00136563
Service Order:	8000689460
PO number	Gerry
Payment Terms:	Net Due in 30 Days
Payment Due Date:	08/30/2026

Location
MEMORIAL HOSPITAL OF SWEETWATER
1200 College Dr
Rock Springs WY 82901-5868

Work Performed

Service Call: Trouble with Outpatient Area – 7/7/26–7/10/26 Repaired refrigerant leaks on Condensing Units #5 and #7, then returned to evacuate, recharge, and complete the repairs. Verified operation of both condensers and restored cooling to the clinic. Thank you, we appreciate your business!

Line	Product	Quantity in Units	Price
1	Technician Labor Standard Time Unit Price = 207.00 USD/1 HR	20 HR	4,140.00 USD

Total Net Amount				4,140.00 USD
Trip Charge	75.00USD	1	EA	75.00 USD
Consumable Charge				40.00 USD
Fuel Charge	25.00USD	1	EA	25.00 USD
Total Tax Amount				0.00 USD
Total				**4,280.00 USD**

Carrier

Invoice: 90565601

M02702604

R302997

Bill-To Address
MEMORIAL HOSPITAL OF SWEETWATER
COUNTY ATTN ACCOUNTS PAYABLE
1200 COLLEGE DRIVE
Rock Springs WY 82901-5868

Invoice Date:	Aug 26, 2026
Project ID:	PR1110565
Customer Number:	A00136563
PO Number:	Gerry Johnston
Payment Terms:	Net Due in 30 Days
Payment Due Date:	Sep 25, 2026

Location:
MEMORIAL HOSPITAL OF SWEETWATER
1200 College Dr
Rock Springs WY 82901-5868

Work Performed

Compressor change on unit number five will also change out filter dryer and add new R 22 refrigerant per quote 01686204. Service date 8/13/2026. Thank you, your business is greatly appreciated!

Product	Description	Rate	Amount
P001	Fixed Price	8,693.04 USD / 1 AU	8,693.04 USD

Total Net Amount	8,693.04 USD
Total Tax Amount	0.00 USD
Total	**8,693.04 USD**

Clark's Quality Roofing, LLC - 5451
334 W Anderson Ave
Murray,, UT 84107
801-266-3575

INVOICE

DATE	07/29/2026
DUE DATE	08/28/2026
INVOICE #	505873
CUST. ID	199864
Job #	5451-6-500

Memorial Hospital of Sweetwater County
1200 College Drive
Rock Springs, WY 82901

PROPERTY:
Medical Office Building (MOB)
1180 College Drive
Rock Springs, WY 82901

DESCRIPTION	AMOUNT
Inspected roof and repaired 10' of open seam and repaired 3 patches.	$938.45

BALANCE DUE $938.45

Please make all checks payable to:
Clark's Quality Roofing, LLC
23 N 35th Ave
Phoenix, AZ 85009

Clark's Quality Roofing, LLC
334 W Anderson Ave
Murray, UT 84107

If you have any questions about this invoice, please contact
Thomas Wastak at thomas.wastak@progressiveus.com
Thank you for your business.

R302945

INVOICE

ENERGY MANAGEMENT CORPORATION

501 West 700 South
Salt Lake City, UT 84101
1-800-595-5315

Invoice Number: 160933
Invoice Date: 09/08/26
Page: 1
Customer Phone: 307-362-3711

ENERGY MANAGEMENT CORP.

BILL: SWEETWATER MEMORIAL HOSPITAL
1200 COLLEGE DRIVE

ROCK SPRINGS, WY 82901
US

SHIP: SWEETWATER MEMORIAL HOSPITAL
1200 COLLEGE DRIVE

ROCK SPRINGS, WY 82901

SO No#: 160126
Cust Code: SWEEMEM
Ship Via: Technician Delivery
Site Name: Sweetwater Memorial Hospital
Serial #s: A070016074, A070016075

Taxable: No
Pmt Terms: Net 30
FOB: PLANT

Purchase Order: M0270268
Order Date: 07/14/26
Ship Date: 09/08/26

Line	Qty Shipped	BO	Part Num	Description	Price	Ext Price
1	1	0	JOB #160126	Generator - 4 Hour LB on 750kW units	$4,123.00	$4,123.00

Notes:
Please find the attached quote to have a tech perform load bank testing on both 750kW units at full load for 4 hours. This quote is for the tech to be on site for 2 days. Load specification is 100% load for 4 continuous hours documented in 5 minute intervals until readings stabilize then every 15 minutes after. Quote is based on access within 50 feet of equipment parking area, and during normal business hours.

Reminder if paying by credit card a 4% processing fee will be added to the invoice. Forms of payment are CC, ACH, check or PO based on terms.

Remit Payment To:
ENERGY MANAGEMENT CORP.
501 WEST 700 SOUTH
SALT LAKE CITY, UT 84101
PH: 1-800-595-5315
EMAIL: AR@goemc.com

Subtotal:	$4,123.00
Sales Tax:	$0.00
Freight & Processing:	$0.00
Total:	$4,123.00

ENERGY MANAGEMENT CORPORATION

501 West 700 South
Salt Lake City, UT 84101
1-800-595-5315

INVOICE

Invoice Number: 161275
Invoice Date: 09/21/26
Page: 1
Customer Phone: 307-362-3711

ENERGY MANAGEMENT CORP.

BILL: SWEETWATER MEMORIAL HOSPITAL
1200 COLLEGE DRIVE

ROCK SPRINGS, WY 82901
US

SHIP: SWEETWATER MEMORIAL HOSPITAL
1200 COLLEGE DRIVE

ROCK SPRINGS, WY 82901

SO No#: 161118
Cust Code: SWEEMEM
Ship Via: Technician Delivery
Site Name: Sweetwater Memorial Hospital
Serial #s: A070016074, A070016075

Taxable: No
Pmt Terms: Net 30
FOB: PLANT

Purchase Order: M0271484
Order Date: 09/08/26
Ship Date: 09/21/26

Line	Qty Shipped	BO	Part Num	Description	Price	Ext Price
1	1	0	JOB #161118	Diesel Fuel Sample Retrieval and Kit	$0.00	$0.00
2	1	0	0L4701D	BASIC DIESEL FUEL ANALYSIS KIT	$225.00	$225.00
3	1	0	LABOR;702	TECHNICIAN LABOR RATE	$195.00	$195.00
4	3	0	MILEAGE	Mileage	$2.00	$6.00

Remit Payment To:
ENERGY MANAGEMENT CORP.
501 WEST 700 SOUTH
SALT LAKE CITY, UT 84101
PH: 1-800-595-5315
EMAIL: AR@goemc.com

Subtotal:	$426.00
Sales Tax:	$0.00
Freight & Processing:	$0.00
Total:	$426.00

R3006693

Goodway Technologies Corp.
420 West Avenue
Stamford CT 06902
United States

GOODWAY® | 60 BUILT ON LEGACY. DRIVEN BY INNOVATION.

Phone: 203-359-4708
Fax: 203-359-9601

Send Payments To -> Goodway Technologies Corporation
P.O. Box 69616
Baltimore, MD 21264-9616

Domestic USA Automated Clearing House (ACH) Payments :
M&T Bank Acct# 9891491970
ABA# 022000046

Domestic US & International Wire Transfers:
M&T Bank Acct# 9891491970
ABA# 022000046 Swift# MANTUS33

Invoice: 317547
Date: 07/16/2026

INVOICE

Bill To:

11596
Memorial HOSP of Sweetwater County
1200 College Drive
Accounts Payable
Rock Springs WY 82901 United States

Ship To:

11596
Memorial HOSP of Sweetwater County
1200 College Drive
Rock Springs WY 82901 United States

EMail: tfrullo@sweetwatermemorial.com

PO Number: M0270341
Sales Rep: Matt Siegel
Packing Slip: 302557
Order Number: 718975
Tracking Num: 874499719236

Terms: Net 30
Ordered: 7/16/2026
Weight: 112.0

F.O.B.: Stamford, CT
Ship Via: FX Ground
Ship Date: 7/16/2026

Line	Part Number/Description	Quantity	Unit Price	Ext Price
1	SCLBRK-GEL-05 SCALEBREAK GEL, 5 GAL PAIL	2.00EA	245.00/1	490.00 USD

Sold To: *Memorial HOSP of Sweetwater County / 1200 College Drive / Accounts Payable / Rock Springs WY 82901 United States*

Payment Schedule

	Due Date	*Amount*
1	8/15/2026	586.33
	Total:	586.33

Line(s) Subtotal:	490.00
Freight Charge:	96.33
Payments Received:	0.00
Total:	$ 586.33 USD

GRAINGER

PAGE 1 OF 1

R2999943

2775 S. 900 W.
SOUTH SALT LAKE, UT 84119-2447
www.grainger.com

ORIGINAL INVOICE

GRAINGER ACCOUNT NUMBER	815226519
INVOICE NUMBER	9970601606
INVOICE DATE	06/30/2026
DUE DATE	07/30/2026
AMOUNT DUE	439.22

PO NUMBER:	M0267393
PO RELEASE:	M0267393
CALLER:	ANGEL BENNETT
CUSTOMER PHONE:	(307) 352-8487
ORDER NUMBER:	1590420352
INCO TERMS:	FOB DESTINATION

BILL TO
MDG2026 00002391 1 MB 0672

MEMORIAL HOSPITAL-SVM
PO BOX 1359
ROCK SPRINGS, WY 82902-1359

Pay invoices online at:
www.grainger.com/invoicing
Sign up for paperless invoicing at:
www.grainger.com/paperlessinvoicing

THANK YOU ! FEI NUMBER 36-1150280

FOR ANY QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 1-800-472-4643

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
		The following items were for: MEMORIAL HOSPITAL 1200 COLLEGE DR ROCK SPRINGS WY 82901-5868			
000001	278Y13	ACTUATOR, DAMPER, 44 IN-LB, 24V AC MANUFACTURER # MN6105A1011/U Delivery# 6719033315 Date: 06/30/2026 Carrier: FDX GROUND No. of pkgs: 1 Wt: 2.80 Trk#: 519773129660 SHIPPED FROM: DC PATTERSON, CA - 004 2710 KEYSTONE PACIFIC PARKWAY PATTERSON CA 95363-0000	2	219.61	439.22

INVOICE SUB TOTAL 439.22

THIS PURCHASE IS GOVERNED EXCLUSIVELY BY GRAINGER'S TERMS OF SALE, INCLUDING: (I) DISPUTE RESOLUTION REMEDIES, AND (II) CERTAIN WARRANTY AND DAMAGES LIMITATIONS AND DISCLAIMERS IN EFFECT AT THE TIME OF THE ORDER, WHICH ARE INCORPORATED BY REFERENCE HEREIN. GRAINGER'S TERMS OF SALE ARE AVAILABLE AT WWW.GRAINGER.COM. PRODUCT RETURN INSTRUCTIONS ARE AVAILABLE AT WWW.GRAINGER.COM/RETURNS.

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for compliance with US export controls. Diversion contrary to US law prohibited.

PAY THIS INVOICE; PAYMENT TERMS NET 30 DAYS AFTER INVOICE DATE IN U.S. DOLLARS.

AMOUNT DUE 439.22

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT.

BILL TO:
MEMORIAL HOSPITAL-SVM
PO BOX 1359
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KANSAS CITY, MO 64141-6267

815226519997060160610000439221000000010000000100000026073016

X

ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
815226519	06/30/2026	9970601606	439.22

54

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R300542

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ORIGINAL INVOICE

GRAINGER ACCOUNT NUMBER	815226519
INVOICE NUMBER	9977159533
INVOICE DATE	07/07/2026
DUE DATE	08/06/2026
AMOUNT DUE	178.42

PO NUMBER:	M0270104
CALLER:	ANGEL BENNETT
CUSTOMER PHONE:	(307) 352-8487
ORDER NUMBER:	1591080431
INCO TERMS:	FOB DESTINATION

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PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
		The following items were for: MEMORIAL HOSPITAL 1200 COLLEGE DR ROCK SPRINGS WY 82901-5868			
000002	5E546	VACUUM BREAKER REPAIR KIT MANUFACTURER # V551A	6	5.71	34.26
000003	802PV9	WEDGE V-BELT, 4L440, 44 IN MANUFACTURER # 84440	2	24.69	49.38
000004	5UTV8	LH CERAMIC CARTRIDGE MANUFACTURER # 1-100XKJKABNF	2	31.75	63.50
000005	5UTV7	RH CERAMIC CARTRIDGE MANUFACTURER # 1-099XKJKABNF Delivery# 6719813901 Date: 07/07/2026 Carrier: FDX GROUND No. of pkgs: 1 Wt: 5.85 Trk#: 519773168267 SHIPPED FROM: DC PATTERSON, CA - 004 2710 KEYSTONE PACIFIC PARKWAY PATTERSON CA 95363-0000	1	31.28	31.28

INVOICE SUB TOTAL 178.42

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AMOUNT DUE 178.42

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815226519997715953310000178421000000010000000100000026080680

X

ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
815226519	07/07/2026	9977159533	178.42

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1 NNN 0003606 P

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ORIGINAL INVOICE

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GRAINGER ACCOUNT NUMBER	815226519
INVOICE NUMBER	9032389844
INVOICE DATE	08/05/2026
DUE DATE	09/04/2026
AMOUNT DUE	318.62

R3301535

PO NUMBER:	M0270735
PO RELEASE:	M0270735
CALLER:	ANGEL BENNETT
CUSTOMER PHONE:	(307) 352-8487
ORDER NUMBER:	1594241457
INCO TERMS:	FOB DESTINATION

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PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
		The following items were for: MEMORIAL HOSPITAL 1200 COLLEGE DR ROCK SPRINGS WY 82901-5868			
000001	2FG79	AIRCOMPRESSORSWITCH,STANDARD,70-150PSI MANUFACTURER # 9013FHG12J52X	1	56.90	56.90
000002	5UTV7	RH CERAMIC CARTRIDGE MANUFACTURER # 1-099XKJKABNF	4	32.47	129.88
000003	5UTV8	LH CERAMIC CARTRIDGE MANUFACTURER # 1-100XKJKABNF Delivery# 6723547715 Date: 08/05/2026 Carrier: FDX GROUND No. of pkgs: 1 Wt: 2.10 Trk#: 536823970914 SHIPPED FROM: SALT LAKE CITY, UT HAZMAT - 696 2775 S. 900 W. SOUTH SALT LAKE UT 84119-2447	4	32.96	131.84

INVOICE SUB TOTAL 318.62

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AMOUNT DUE 318.62

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815226519903238984410000318621000000010000000100000026090496

X

ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
815226519	08/05/2026	9032389844	318.62

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1 NNN 0003591

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ORIGINAL INVOICE

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GRAINGER ACCOUNT NUMBER	815226519
INVOICE NUMBER	9047614426
INVOICE DATE	08/18/2026
DUE DATE	09/17/2026
AMOUNT DUE	376.40

R302199

PO NUMBER:	M0271027
PO RELEASE:	M0271027
CALLER:	ANGEL BENNETT
CUSTOMER PHONE:	(307) 352-8487
ORDER NUMBER:	1595628307
INCO TERMS:	FOB DESTINATION

BILL TO
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PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
		The following Items were for: MEMORIAL HOSPITAL 1200 COLLEGE DR ROCK SPRINGS WY 82901-5868			
000001	4THJ7	SPUD, RUBBER; BRASS, AMERICAN STANDARD MANUFACTURER # 047007-0070A	3	27.53	82.59
000002	10C461	COLD CARTRIDGE MANUFACTURER # 011279-25	1	71.98	71.98
000003	10C460	HOT CARTRIDGE MANUFACTURER # 011278-25	1	70.81	70.81
000004	3JAE6	SPOUT O-RING AND WASHER KIT MANUFACTURER # 50-035KJKABNF	4	5.04	20.16
000005	5UTV7	RH CERAMIC CARTRIDGE MANUFACTURER # 1-099XKJKABNF	2	32.47	64.94
000006	5UTV8	LH CERAMIC CARTRIDGE MANUFACTURER # 1-100XKJKABNF Delivery# 6725178196 Date: 08/18/2026 Carrier: FDX GROUND No. of pkgs: 1 Wt: 3.28 Trk#: 006247670046172 SHIPPED FROM: SALT LAKE CITY, UT HAZMAT - 696 2775 S. 900 W. SOUTH SALT LAKE UT 84119-2447	2	32.96	65.92
				INVOICE SUB TOTAL	376.40

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AMOUNT DUE 376.40

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815226519904761442610000376401000000010000000100000026091714

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ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
815226519	08/18/2026	9047614426	376.40

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R3023123

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ORIGINAL INVOICE

GRAINGER ACCOUNT NUMBER	815226519
INVOICE NUMBER	9051180470
INVOICE DATE	08/20/2026
DUE DATE	09/19/2026
AMOUNT DUE	441.05

PO NUMBER:	M0271115
PO RELEASE:	M0271115
CALLER:	ANGEL BENNETT
CUSTOMER PHONE:	(307) 352-8487
ORDER NUMBER:	1595928203
INCO TERMS:	FOB DESTINATION

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PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
		The following items were for: MEMORIAL HOSPITAL 1200 COLLEGE DR ROCK SPRINGS WY 82901-5868			
000001	808FH3	FRAME FOR TACKY FLOOR MAT,18"W X 36"L MANUFACTURER # 808FH3	1	124.25	124.25
000002	21C065	PLEATEDAIRFILTER,15INX15INX1IN,MERV8 MANUFACTURER # 21C065 Delivery# 6725502799 Date: 08/20/2026 Carrier: FDX GROUND No. of pkgs: 2 Wt: 7.24 Trk#: 519773441980 519773442769 SHIPPED FROM: DC PATTERSON, CA - 004 2710 KEYSTONE PACIFIC PARKWAY PATTERSON CA 95363-0000	12	26.40	316.80
				INVOICE SUB TOTAL	441.05

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AMOUNT DUE 441.05

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815226519905118047010000441051000000010000000100000026091909

X

ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
815226519	08/20/2026	9051180470	441.05

58

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R3033663

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ORIGINAL INVOICE

GRAINGER ACCOUNT NUMBER	815226519
INVOICE NUMBER	9076463737
INVOICE DATE	09/11/2026
DUE DATE	10/11/2026
AMOUNT DUE	1,023.24

PO NUMBER:	M0271546
PO RELEASE:	M0271546
CALLER:	ANGEL BENNETT
CUSTOMER PHONE:	(307) 352-8487
ORDER NUMBER:	1598191889
INCO TERMS:	FOB DESTINATION

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PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
		The following items were for: MEMORIAL HOSPITAL 1200 COLLEGE DR ROCK SPRINGS WY 82901-5868			
000001	4A465	FUSE,600VAC,BLADE,RK5,125A,300VDC, MANUFACTURER # FRS-R-125 Delivery# 6728233698 Date: 09/11/2026 Carrier: FDX GROUND No. of pkgs: 1 Wt: 3.80 Trk#: 539403203190 SHIPPED FROM: DC MIRA LOMA, CA - 934 4700 HAMNER AVENUE MIRA LOMA CA 91752-1018	4	255.81	1,023.24
				INVOICE SUB TOTAL	1,023.24

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AMOUNT DUE 1,023.24

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815226519907646373710001023241000000010000000100000026101147

X

ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
815226519	09/11/2026	9076463737	1,023.24

59

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2 NNN 0002982 F

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ORIGINAL INVOICE

GRAINGER ACCOUNT NUMBER	815226519
INVOICE NUMBER	9082124521
INVOICE DATE	09/16/2026
DUE DATE	10/16/2026
AMOUNT DUE	411.03

PO NUMBER: M0271645
CALLER: ANGEL BENNETT
CUSTOMER PHONE: (307) 352-8487
ORDER NUMBER: 1598668658
INCO TERMS: FOB DESTINATION

BILL TO
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PO LINE #	ITEM#	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
		The following items were for: MEMORIAL HOSPITAL 1200 COLLEGE DR ROCK SPRINGS WY 82901-5868			
000001	4L310	WEDGE V-BELT, 4L310, 31 IN MANUFACTURER # 4L310	3	8.00	24.00
000002	22FP61	SPLIT-RING HANGER,2 3/8"MAXOD,3.7"H,IRO MANUFACTURER # 22FP61	6	6.13	36.78
000003	1RUZ2	THREADED ROD HANGER PLATE,1.94"L MANUFACTURER # 365M0037PL	6	4.24	25.44
000004	831H81	COMPACT BULB,LED,4000K,60 W,800 LM MANUFACTURER # 8.8A19/CNG/840/FR/P/E26/D 12/1CT	24	3.27	78.48
000005	784H79	LED LIGHTED EXIT SIGN MANUFACTURER # CCRGB	1	128.50	128.50
000006	13X524	AUTO DRAIN VALVE,100-120V,1/4 IN. MANUFACTURER # 8500-2-110-1-1-0 Delivery# 6728798482 Date: 09/16/2026 Carrier: FDX GROUND No. of pkgs: 1 Wt: 10.06 Trk#: 539403335897 SHIPPED FROM: DC MIRA LOMA, CA - 934 4700 HAMNER AVENUE MIRA LOMA CA 91752-1018	1	117.83	117.83
				INVOICE SUB TOTAL	411.03

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AMOUNT DUE 411.03

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815226519908212452110000411031000000010000000100000026101675

X

ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
815226519	09/16/2026	9082124521	411.03

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60

1 NNN 0003527 P

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R303871

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ORIGINAL INVOICE

GRAINGER ACCOUNT NUMBER	815226519
INVOICE NUMBER	9051145747
INVOICE DATE	08/20/2026
DUE DATE	09/19/2026
AMOUNT DUE	329.35

PO NUMBER: M0271117
CALLER: ANGEL BENNETT
CUSTOMER PHONE: (307) 352-8487
ORDER NUMBER: 1595977056
INCO TERMS: FOB DESTINATION

BILL TO
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PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
		The following items were for: MEMORIAL HOSPITAL 1200 COLLEGE DR ROCK SPRINGS WY 82901-5868			
000001	5TCR4	GAUGE,DIFFERENTIAL,2-0-2 IN WC MANUFACTURER # DM-1125 Delivery# 6725515068 Date: 08/20/2026 Carrier: FDX GROUND No. of pkgs: 1 Wt: 1.58 Trk#: 519773443607 SHIPPED FROM: DC PATTERSON, CA - 004 2710 KEYSTONE PACIFIC PARKWAY PATTERSON CA 95363-0000	1	329.35	329.35

Ok to Pay 9/21/26

INVOICE SUB TOTAL 329.35

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AMOUNT DUE 329.35

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815226519905114574710000329351000000010000000100000026091967

X

ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
815226519	08/20/2026	9051145747	329.35

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ORIGINAL INVOICE

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GRAINGER ACCOUNT NUMBER	815226519
INVOICE NUMBER	9095160330
INVOICE DATE	09/25/2026
DUE DATE	10/25/2026
AMOUNT DUE	387.06

PO NUMBER:	M0271738
CALLER:	ANGEL BENNETT
CUSTOMER PHONE:	(307) 352-8487
ORDER NUMBER:	1599260085
INCO TERMS:	FOB DESTINATION

BILL TO
MDG2026 00002132 1 MB 0707

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PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
		The following items were for: MEMORIAL HOSPITAL 1200 COLLEGE DR ROCK SPRINGS WY 82901-5868			
000001	278Y13	ACTUATOR, DAMPER, 44 IN-LB, 24V AC MANUFACTURER # MN6105A1011/U Delivery# 6730101401 Date: 09/25/2026 Carrier: FDX GROUND No. of pkgs: 1 Wt: 2.80 Trk#: 535365860273 SHIPPED FROM: PLYMOUTH, MN HAZMAT - 495 2450 ANNAPOLIS LANE N. PLYMOUTH MN 55441-3600	2	193.53	387.06

INVOICE SUB TOTAL 387.06

THIS PURCHASE IS GOVERNED EXCLUSIVELY BY GRAINGER'S TERMS OF SALE, INCLUDING: (i) DISPUTE RESOLUTION REMEDIES, AND (ii) CERTAIN WARRANTY AND DAMAGES LIMITATIONS AND DISCLAIMERS IN EFFECT AT THE TIME OF THE ORDER, WHICH ARE INCORPORATED BY REFERENCE HEREIN. GRAINGER'S TERMS OF SALE ARE AVAILABLE AT WWW.GRAINGER.COM. PRODUCT RETURN INSTRUCTIONS ARE AVAILABLE AT WWW.GRAINGER.COM/RETURNS.

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for compliance with US export controls. Diversion contrary to US law prohibited.

PAY THIS INVOICE; PAYMENT TERMS NET 30 DAYS AFTER INVOICE DATE IN U.S. DOLLARS.

AMOUNT DUE 387.06

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT.

BILL TO:
MEMORIAL HOSPITAL-SVM
PO BOX 1359
ROCK SPRINGS, WY 82902-1359

REMIT TO:
GRAINGER
DEPT. 815226519
P.O. BOX 419267
KANSAS CITY, MO 64141-6267

8152265199095160330100003870610000000100000001000000026102511

X

ACCOUNT NUMBER	DATE	INVOICE NUMBER	**AMOUNT DUE**
815226519	09/25/2026	9095160330	387.06

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE.

1 NNN 0003037

R30 pg9

How doers get more done.

1925 FOOTHILL BLVD
ROCK SPRINGS, WY 82901 (307)362-3716

6003 00001 80034 07/16/26 09:16 AM
SALE CASHIER JEAN

195864034312 34FFLPTBLVLV <A>
3/4" FULL PORT LF BRS BALL VLV FNPT
2@15.98 31.96N
025582301[illegible] IER <A> 19.97N
CHANNEL[illegible] 6-1/2" TONGUE&GRVE PLIER
049081131722 3/4 M ADAPTR <A>
3/4" PVC MALE ADAPTER SXMPT
6@0.79 4.74N
049081131821 PVC M ADPTR <A>
1"X3/4" PVC MALE ADAPTER MPTXS
2@3.23 6.46N
038091760091 SEALANT <A>
BLUE MONSTER THREAD COMPOUND
3@8.22 24.66N
012181140024 WELD ON 780 <A> 13.53N
WELD ON 780 REGULAR-BODIED PVC CEMEN
012181102121 PURPL PRIMER <A> 18.37N
16OZ PURPLE PRIMER NSF/UPC LOW VOC
611942147953 3/4 90EL PK <A> 9.86N
3/4" SCH 40 90 DEG ELBOW SXS 35 PK
611942147915 3/4" TEE PK <A> 9.47N
3/4" SCH 40 TEE SXSXS (20 PACK)
095691781383 PVC GLOVES <A> 24.98N
PVC COATED DRAIN CLEANING GLOVES
051115116384 FIRE CAULK <A>
3M FIRE BARRIER CP25 RED 10.1 OZ
3@14.98 44.94N
046878001176 1/2" X 6" [illegible] <A>
1/2 X 6 CUT OFF [illegible]
12@0.82 9.84N
077985020361 2"SPRYHALI <A>
RB 2" 1800 SPRAY [illegible] HALF
12@3.98 47.76N
049081[illegible] PVC BUSHING <A>
3/[illegible]1/2" PVC BUSHING SPGXI[illegible]
12@1.47 17.64N
-Instant Vol Savings
811000019028 3/4X10 C 200 <A>
3/4"X10' PVC CLASS 200 PE PIPE
20@4.21 84.20N
MAX REFUND VALUE $67.20/20
Instant Vol Savings -17.00

SUBTOTAL 351.38
SALES TAX 0.00
TAX EXEMPT
TOTAL $351.38
XXXXXXXXXXXX1574 HOME DEPOT
USD$ 351.38
AUTH CODE 016074/9013511 TA
AUTH MODE - ISSUER
Chip Read
AID A0000000049999D8400304 THD PLCC CRC

P.O.#/JOB NAME: M0270340
6003 07/16/26 09:16 AM
6003 01 80034 07/16/2026 5425

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 07/16/2027

R301015



How doers get more done.

1925 FOOTHILL BLVD
ROCK SPRINGS, WY 82901 (307)362-3716

6003 00002 89223 07/23/26 01:58 PM
SALE CASHIER YOSELIN

811000072757 3/4X10 PIPE <A>
3/4"X10' GAL PIPE
2@40.43
811000013392 3/4X72 GNIPL <A> 80.86N
3/4"X72" GAL NIPPLE
3@29.28
076174835502 DW CON JACK <A> 87.84N
DEWALT TOUGHSERIES CONSTRUCTION JACK 119.00N
015812419483 T-SQUARE <A> 29.67N
EMPIRE 48" ADJUSTABLE T-SQUARE
198706042704 DW EXTENSION <A> 49.97N
DEWALT CONSTRUCTION JACK EXTENSION
091162009437 3/4 PCLAMP <A>
BESSEY 3/4 IN. H-STYLE PIPE CLAMP
4@25.97 103.88N

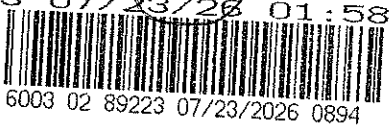
SUBTOTAL 471.22
SALES TAX 0.00
TAX EXEMPT

TOTAL $471.22
XXXXXXXXXXXX1574 HOME DEPOT

USB$ 471.22
TA

AUTH CODE 023799/2021984
AUTH MODE - ISSUER
Chip Read
AID A0000000049999D8400304 THD PLCC CRC

P.O.#/JOB NAME: M0270498
6003 07/23/26 01:58 PM



6003 02 89223 07/23/2026 0894

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 07/23/2027

R301547

How doers get more done.

1925 FOOTHILL BLVD
ROCK SPRINGS, WY 82901 (307)362-3716

6003 00002 20749 08/06/26 02:42 PM
SALE CASHIER RILEIGH

611942147953 3/4 90EL PK <A> 9.86N
3/4" SCH 40 90 DEG ELBOW SXS 35 PK
611942147991 3/4" COUP PK <A> 13.96N
3/4" SCH 40 COUPLING SXS (50 PACK)
020066254841 YLWTRFCPNTGA <A>
PRO TRAFFIC STRIPING YELLOW GAL
2@38.98 77.96N
811000019028 3/4X10 C 200 <A> 4.21N
3/4"X10' PVC CLASS 200 PE PIPE
077985037260 8 FT HIGH EF <A>
NOZZLE 8' ADJ PAT W/ H EFFICIENT RB
12@3.98 47.76N
678885196516 BRPREMSDCORB <A>
BEHR PREM SOLID STN 50104 CRD BRN 1G
4@48.98 195.92N
810053460924 PVC UNION <A>
1" PVC UNION SLIPXSLIP SCH80
3@9.84 29.52N
810053460900 PVC UNION <A>
3/4" PVC UNION SLIPXSLIP SCH80
3@7.88 23.64N
045242479818 INKZALL BLAC <A> 7.47N
INKZALL BLACK ULTRA FINE POINT PENS
07149713822 WSTRSTRGTH <A>
WSTR 2.0 ANGLE SASH SHORT CUT BRUSH
2@7.47 14.94N
045242319480 MILW4PKMRK <A> 4.28N
MKE INKZALL FINE FT BLACK MARKER 4PK
077089100402 4" FR&TRAY <A>
BEST 4 X 1/4 IN WOVEN MINI KIT 3PC
2@7.48 14.96N
0000-193-755 PVC40 PEPIPE <A> 8.65N
1"X 10' PVC40 PE PIPE

SUBTOTAL 453.13
SALES TAX 0.00
TAX EXEMPT
TOTAL $453.13
XXXXXXXXXXXX1574 HOME DEPOT
USD$ 453.13
AUTH CODE 006393/8023141 TA
AUTH MODE - ISSUER
Chip Read
AID A0000000049999D8400304 THD PLCC CRC

P.O.#/JOB NAME: M0270778
6003 08/06/26 02:42 PM

6003 02 20749 08/06/2026 7047

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 08/06/2027

R3024772



How doers get more done.

1925 FOOTHILL BLVD
ROCK SPRINGS, WY 82901 (307)362-3716

6003 00062 81364 08/27/26 10:58 AM
SALE CASHIER STELLA

678885196516 BRPREMSDCORB <A>
BEHR PREM SOLID STN 50104 CRD BRN 1G
8@48.98 391.84N
045242822911 COMPACT 16 F <A> 14.97N
MKE COMPACT 16 FT. SAE TAPE MEASURE
037103349798 6 IN. ADJUST <A> 19.97N
CRESCENT 6 IN ADJUSTABLE WRENCH
611698159927 PGJ ROTOR <A> 11.97N
PGJ ROTOR SPRINKLER HUNTER
046878550704 GEAR KEY <A> 1.47N
ADJUST.KEY FOR GEAR DRIVE(SKU648747)

SUBTOTAL 440.22
SALES TAX 0.00

TAX EXEMPT
TOTAL $440.22

XXXXXXXXXXXX1574 HOME DEPOT
USD$ 440.22
TA

AUTH CODE 027364/7624834
AUTH MODE - ISSUER
Chip Read
AID A0000000049999D8400304 THD PLCC CRC

P.O.#/JOB NAME: M0271256
6003 08/27/26 10:58 AM

6003 62 81364 08/27/2026 7824

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	11	365	08/27/2027

R304411



How doers get more done.

1925 FOOTHILL BLVD
ROCK SPRINGS, WY 82901 (307)362-3716

6003 00001 46365 09/30/26 11:19 AM
SALE CASHIER CHRISTINA

073257012898 10X100 6 MIL <A>
10'X100' 6MIL CLEAR POLY SHEETING
2@74.98 149.96N
820633963837 SS SHWR HOSE <A>
STAINLESS STEEL SHOWER HOSE
2@31 98 63.96N
026703022224 2GL HD <A>
2 GALLON HOMER BUCKET
2@2.98 5.96N
025582301273 PLIER <A> 19.97N
CHANNELLOCK 6-1/2" TONGUE&GRVE PLIER
025582301673 PLIER <A>
CHANNELLOCK 12" TONGUE &GROOVE PLIER
2@24.97 49.94N
887480023893 PIPE NIPPLE <A>
1/2" MIP X 2.5" NIPPLE BRASS
2@8.77 17.54N

SUBTOTAL 307.33
SALES TAX 0.00
TAX EXEMPT
TOTAL $307.33
XXXXXXXXXXXX1574 HOME DEPOT USD$ 307.33
TA

AUTH CODE 030797/3010906
AUTH MODE - ISSUER
Chip Read
AID A0000000049999D8400304 THD PLCC CRC

P.O.#/JOB NAME: MO271984
6003 09/30/26 11:19 AM

6003 01 46365 09/30/2026 5883

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 09/30/2027

R302482

Invoice

Remit to:

P.O. Box 738042
Dallas, TX 75373-8042
Phone: (801) 446-8434
E-mail: AR@ISIWater.com

ISI Water Chemistries

Date: 8/25/2026
Invoice #: INV227635
BOL #: IF-121556
SO #: SO-ISI-02335

Bill To: Attn: A/P
Memorial Hospital of Sweetwater County
PO Box 1359
Rock Springs WY 82902
United States
Phone: +13073628391

Ship To: Attn: Gerry Johnston
Memorial Hospital of Sweetwater County
1200 College Dr.
Rock Springs WY 82901
United States
Phone: +13073628391

Sales Person	PO #	Terms	Due Date	Ship Date
Alex Johncock	M0267115	Net 30	9/24/2026	8/25/2026

Item	Description	Quantity	UOM	Rate	Amount
Misc Equipment	TPG603NHH1U00 (digital input) Tekna Digital, 1.1 GPH @ 170 PSI, 1.5 GPH @ 110 PSI, 100-240VAC, 3/8" Tube, EPDM	1	Ea	$763.20	$763.20
Fuel Surcharge	Fuel Surcharge	1	Ea	$30.53	$30.53

Thank you, we appreciate your business!

Subtotal:	$793.73
Tax:	$0.00
Shipping Cost:	
Payments/Credits:	$0.00
Total	$793.73

RECEIVED AUG 25 2026

Received
OK to pay
8/25/26

Sale

JC Jacobs Carpet One
1447 Dewar Dr.
Plaza Mall

Rock Springs WY 82901
307-362-5335

Job # 8823
Contract #
Customer PO
Date 8/6/2026
Sales Person1 Robert Hautala
Sales Person2

Acct # 2581
Sold To: 307 362-3711 Fax

Memorial Hospital of SW County
PO Box 1359
1200 College Dr.
Rock Springs, WY 82901

Ship To: 307 362-3711

Memorial Hospital of SW County
TILE REPAIR 2ND FLOOR ELEVATOR
1200 College Dr.
Rock Springs, WY 82901

Type	Quantity	Product Description / Labor Description	Color / Item Number / Room	Price	Total
Installation Materials					
Materials	.5 Each	ULTRACOLOR PLUS FA GROUT - 25 LB BAG	Ivory 5039 MAPFAIVORY	$58.57	$29.29
Labor	1 Each	Minimum Tile Installation		$692.31	$692.31

Information

Total	
Labor	$692.31
Materials	$29.29
Contract Total	$721.60
Sales Tax	
Grand Total	$721.60
Payments	
Balance	$721.60

All material to be paid in full at time of sale. Certain labor portions to be paid upon completion.
PAYMENT IS DUE IN FULL UPON COMPLETION OR DELIVERY.
Unless other arrangements have be made prior to delivery date.
Finance charges will accrue at 2% on invoices over 30 days past due.
INSTALLATION DATES AND TIMES ARE NOT GUARANTEED.
SCHEDULING MAY HAVE TO BE ALTERED DUE TO CIRCUMSTANCES BEYOND OUR CONTROL. IF THIS OCCURS YOU WILL BE NOTIFIED AS SOON AS POSSIBLE. WE ARE NOT RESPONSIBLE FOR ANY LOSS INCURRED DUE TO A SCHEDULING CHANGE.
All jobs require permanent heat and power in place at least 2 days prior (in new construction) to installation.
SPECIAL ORDERS CANNOT BE CANCELED.
RESTOCKING FEE OF 50% ON ALL IN STOCK MATERIAL.
**Please note: Natural wood and stone products can vary greatly from the sample board and there is no guarantee that there will be an exact match in regard to pattern, shade or color as is indicated on the sample. This variance can occur in carpet and vinyl products as well and JC Jacobs Carpet One makes no promise of an exact match to the sample chosen from. Rustic hardwood flooring can have knots, knots with cracks, worm holes, worm tracks and chatter marks, all of which are characteristics of rustic hardwoods and are not considered defective or reasons for product replacement.*
Any labor or material supplied that is not listed on this Quote is subject to additional charges. This includes any unforeseen problems not apparent during initial bid. I.E., subfloor conditions not visible at initial estimate.
**PLEASE PREPARE* ROOMS NEED TO BE EMPTY OF ALL FURNITURE AND BREAKABLES ON WALLS, I.E., PICTURES. PLEASE ENSURE WALKWAYS ARE CLEAR OF SNOW & DEBRIS.*
All product installed by JC Jacobs Carpet One will have a one year installation warranty unless otherwise specified.

Buyer _____ *Date* _____ *Seller* _____ *Date* _____

R30855L

MARTIN·RAY
LAUNDRY SYSTEMS INC

Invoice

Corporate Office
756 S Jason Street #12
Denver, CO. 80223

Phone ((800) 279-6622
www.martinray.com

Invoice Number: 0124414-IN
Invoice Date: 9/17/2026

Order Number: 0053728
Order Date: 9/10/2026
Salesperson: RICK
Customer Number: 32-ME60625

Sold To:
MEMORIAL HOSPITAL/ SWEET WATER
ATTN: CORINNA ROGERS-EVS MNGR
PO BOX 1359
ROCK SPRINGS, WY 82902
Confirm To:
Tina

Ship To:
MEMORIAL HOSPITAL/SWT WTR
1200 COLLEGE DRIVE
ROCK SPRINGS, WY 82902

Customer P.O.	Ship VIA	F.O.B.	Terms
M0271525	UPS GROUND	Factory	No Terms

Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount
CH-0202-450		VALVE IN LINE SPRING RETURN 1/				
Whse: 300	EACH	1.00	1.00	0.00	318.23	318.23

Net Invoice:	318.23
Less Discount:	0.00
Freight:	39.38
Sales Tax:	0.00
Invoice Amount:	357.61
Less Deposit:	0.00
Retention:	0.00
Invoice Balance:	357.61

Tracking No:
1Z7X97770393205967;

Credit Card Payment and Surcharge: Any invoice paid by credit card will be assessed a surcharge of 2.7%.

R303845

Page: 1

MARTIN·RAY
LAUNDRY SYSTEMS INC

Invoice

Corporate Office
756 S Jason Street #12
Denver, CO. 80223

Phone ((800) 279-6622
www.martinray.com

Invoice Number: 0120875-IN
Invoice Date: 8/26/2026

Order Number:
Order Date:
Salesperson: ROB
Customer Number: 32-ME60625

Sold To:
MEMORIAL HOSPITAL/ SWEET WATER
ATTN: CORINNA ROGERS-EVS MNGR
PO BOX 1359
ROCK SPRINGS, WY 82902
Confirm To:
STEVEN SKORCZ

Ship To:
MEMORIAL HOSPITAL/SWT WTR
1200 COLLEGE DRIVE
ROCK SPRINGS, WY 82902

Service WO No: 00189898

Customer P.O.	Ship VIA	F.O.B.	Terms
STEVEN			No Terms

Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount
	8/26/26 RP					
	Washer - M #42031SP2, S #6857501					
	- The right bracket on the clean side air pushdown bracket broke. Need parts					
	Quote sent on SO 0052899 - RN 8/28					
/32-SRV-TRIP	Trip Charge					
	EACH	12.00	12.00	0.00	160.00	1,920.00
/32-SRV-OPL-LABOR	Service-OPL-Labor					
	EACH	1.00	1.00	0.00	199.00	199.00

M0271733, Yes please.

PO? Can we pay?

Net Invoice:	2,119.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Amount:	2,119.00
Less Deposit:	0.00
Retention:	0.00
Invoice Balance:	2,119.00

Credit Card Payment and Surcharge: Any invoice paid by credit card will be assessed a surcharge of 2.7%.

R302445

MOUNTAINLAND™
SUPPLY COMPANY

MSRS MOUNTAINLAND SUPPLY COMPANY
565 Mohawk Dr
ROCK SPRINGS WY 82901

INVOICE

INVOICE DATE	INVOICE NUMBER
08/26/2026	S108087653.001

REMIT TO:
MOUNTAINLAND SUPPLY COMPANY
PO Box 127
OREM, UT 84059-0127

BILL TO:

MEMORIAL HOSPITAL OF SWEETWATER CO
PO BOX 1359
ROCK SPRINGS WY 82902

SHIP TO:

MISC MEMORIAL HOSPITAL OF SWEETWA
1200 COLLEGE DR.
ROCK SPRINGS WY 82902

CUSTOMER NUMBER	CUSTOMER PO NUMBER	ORDERED BY	SALESPERSON
46987	M0270907	STEVEN	JASON FAIGL

WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
CORBIN PEARSON	OT MANILA	NET 30TH	08/26/2026	08/10/2026

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
8ea	8ea	SLOAN SF2250-4 BAT PWRD FCT 3362104 Pn: 246325	282.814/ea	2262.51

For billing or payment questions call or text AR direct @ **385-236-5641**, or email **ar@mountainland.com**
For concerns regarding your credit account, please call credit direct @ **385-236-5645**, or email **credit@mountainland.com**
For efficient check payment processing, please mail all check payments to **PO BOX 127 OREM, UT 84059-0127**. Please do not mail check payments to individual branches

Invoice is due by 09/30/26.
Past Due invoices may be subject to 2.00% late charge.

Please visit our website, www.mountainland.com, to login and pay your bill online.

08-26-2026 10:03:15 AM
S108087653.001

Bradley

SUBTOTAL	2,262.51
S&H CHARGES	87.49
TAX	0.00
PAYMENTS	0.00
AMOUNT DUE	2,350.00

R302401

PACIFIC STEEL & RECYCLING

100% Employee Owned Since 1998

819 Elk Street PO Box 129 Rock Springs, WY 82902 (307) 382-7970

INVOICE	39
Order	4243096
Invoice	9414729
Order Date	8/10/2026
Invoice Date	8/10/2026 13:21:50
Cust PO	M0270834
Ordered By	Salesperson: KYLE MICHA
Method	Charge-Net 30 Days- From Inv Date

***** INVOICE *****

Bill To	393746
MEMORIAL HOSPITAL OF SWEETWATER COUNTY PO BOX 1359 ROCK SPRINGS WY 82901	

Ship To	393746
MEMORIAL HOSPITAL OF SWEETWATER COUNTY BUILDING A IN THE BACK 307-871-3306 ROCK SPRINGS WY 82901	

Shipped	Back Ordered	Description	Weight	Price/ Piece	Unit Price	Extended Price
MB 6 EA		1 3/4 X .120 ROUND TUBE 20'	251		401.0101 CF	481.21
1 EA		FUEL SURCHARGE	0		15.0000 EA	15.00

Total Weight :	251

SIGNATURE:

SubTotal	$496.21
Total Taxes	$ 0.00
Total	**$496.21**

TERMS: 100% due in 30 days from invoice date; and an additional .0484% per day late charge. (18% ANNUAL RATE) due for each day late after 30 days. Pacific retains a Purchase Money Security Interest in the merchandise on this invoice, and expressly disclaims any warranties AS NOTED ON REVERSE SIDE.

R3025849

Invoice

Holbrook Servco L.P.
1580 S Pioneer Rd
Salt Lake City, UT 84104
(801) 486-4300
ar@holbrookservco.com

Invoice Date:	09/09/2026
Invoice No:	F-10397
Due Date:	10/09/2026
Sales Rep:	~~Williams, Kurt~~
Customer PO:	POM0271121
Work Order No.	WO-14260

Bill To Address

Memorial Hospital Of Sweetwater County
1200 College Dr.
Rock Springs, WY 82902-5868

Site Address

Memorial Hospital Of Sweetwater County
1200 College Dr.
Rock Springs, WY 82902-5868

Description	Qty	Price ($)	Amount ($)
As Agreed Labor- Per Quote 9510			
Service to install new program and battery			
08/27/26 - We installed a battery on the PLC for boiler 2 - there were no SD cards onsite with the program. We pulled the program from boiler 1, installed it on boiler 2, and then changed the configuration as needed for the boiler. Re-commissioned on NG, tried to tune it on oil but the fuel oil actuator is bad.	1.00	2400.00	2400.00
Trip Charge - 300 Mile Radius	1.00	200.00	200.00
Combustion Gas Analyzer Fee	1.00	75.00	75.00
808-00020-000 battery	1.00	127.00	127.00
Freight	1.00	27.60	27.60

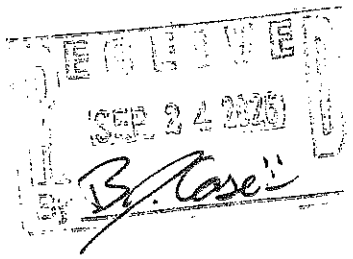
Sub Total	**$2,829.60**
Tax (0.0000 %)	$0.00
Total	**$2,829.60**

ok to pay
9/24/26

Message

Recommendations - Legacy update on boiler 1 and 2. Fuel oil actuator on boiler 2 is bad. Check the valves on the surface blowdown.

Thank you for your business! www.holbrookservco.com 801-486-4300



Rocky Mountain Sewer Pros

INVOICE	#4505
SERVICE DATE	Sep 16, 2026
INVOICE DATE	Sep 22, 2026
PAYMENT TERMS	Net 30
DUE DATE	Oct 22, 2026
AMOUNT DUE	**$956.14**

Memorial Hospital
1200 College Dr
Rock Springs, WY 82901

(307) 371-8407
Sskorcz@sweetwatermemorial.com

CONTACT US

2302 Sunset Drive
Rock Springs, WY 82901

(307) 350-1402
office@sewerproswy.com

INVOICE

Sewer Pros responded to a customer call regarding a cracked underground drain line. Upon arrival, technicians found that there was no existing access to the line. A small section of the drain line had been uncovered by the customer, and technicians replaced this section with PVC to establish access for inspection and cleaning.
Once access was established, technicians used a cable machine in an attempt to clear the line. The line was found to contain substantial sludge buildup, preventing the camera from obtaining usable footage of the interior of the pipe.
A jetting service is recommended to remove the sludge buildup and allow for a proper camera inspection of the line.
Once the line has been cleared and inspected, Sewer Pros can provide a quote for lining the drain line, if appropriate.

Services

Cable Machine

-Set up equipment and access the main cleanout or another suitable access point.
-Cable the main sewer line to clear blockage
-Perform a sewer camera inspection of the line after cleaning to
Confirm full restoration of flow.
-Evaluate the overall condition of the pipe (material, slope, joints, damage, or root intrusion).
-Provide video footage and/or verbal summary of findings upon request.
-Clean up work area after completion.

Important Notes:
-If significant damage, collapse, or heavy root intrusion is found, additional repair or replacement options may be recommended.

Price covers the first 2 hours of service. Every hour after will be billed at a rate of $190.

Plumbing Hourly Technician Rate

In town hourly rate per technician for plumbing/HVAC labor during normal business hours.

Services subtotal: $540.00

Materials

	Qty	Unit price	Amount
Misc Materials	1.0	$416.14	$416.14

Rocky Mountain Sewer Pros

INVOICE	#4506
SERVICE DATE	Sep 21, 2026
INVOICE DATE	Sep 22, 2026
PAYMENT TERMS	Net 30
DUE DATE	Oct 22, 2026
AMOUNT DUE	**$1,220.00**

Memorial Hospital
1200 College Dr
Rock Springs, WY 82901

(307) 371-8407
Sskorcz@sweetwatermemorial.com

CONTACT US

2302 Sunset Drive
Rock Springs, WY 82901

(307) 350-1402
office@sewerproswy.com

INVOICE

Sewer Pros returned to the site to jet the drain line. Technicians located a water bottle lodged in the line approximately 16 feet from the access point. The water bottle was successfully removed, and the drain line was then jetted to clear the remaining buildup and restore flow.
Upon inspection, the cast iron piping was found to be significantly scaled and showing signs of deterioration. Sewer Pros recommends lining the affected section to help rehabilitate the existing piping. A separate quote for the recommended liner installation will be provided.

HYDRO-JETTING DRAIN LINE

Use of high-pressure water (Hydro-Jett) to clear any debris/roots from lines to reestablish flow. The hydro jetting process is conducted following industry standards and safety protocols, with the utmost care taken to minimize any potential risks or damage to the property. The equipment used is operated by trained professionals who ensure that the procedure is carried out efficiently and effectively. A camera inspection will be performed at the end of the cleaning.

**This fee covers the first 2 hours of (Hydro-jett) machine usage

**Any additional hours needed to clear lines will be added at $190 per hour.

Service Call - After Hours Service Fee

Amount to be applied on top of any service that is provided after hours on weekdays or on weekends.

Hourly Cleaning Rate

Hourly rate for jetter, cable machine, or snake equipment after the initial two hours of service.

Services subtotal: $1,220.00

Subtotal	$1,220.00
Job Total	**$1,220.00**

R 303853

Rocky Mountain Sewer Pros

INVOICE	#4509
SERVICE DATE	Sep 22, 2026
INVOICE DATE	Sep 23, 2026
PAYMENT TERMS	Net 30
DUE DATE	Oct 23, 2026
AMOUNT DUE	**$6,500.00**

Memorial Hospital
1200 College Dr
Rock Springs, WY 82901

(307) 371-8407
Sskorcz@sweetwatermemorial.com

CONTACT US

2302 Sunset Drive
Rock Springs, WY 82901

(307) 350-1402
office@sewerproswy.com

INVOICE

PO #MO271735

Commercial 4" CIPP Epoxy Liner Installation (Up to 26')

PO #MO271735

Project Overview

Rehabilitate the existing sewer line utilizing Cured-In-Place Pipe (CIPP) technology. This process creates a new structural pipe within the existing host pipe while minimizing excavation and disruption to the property. The liner is designed to restore flow, improve structural integrity, and extend the service life of the sewer system.

Pipe Type(s): Cast iron
Access Point: Dig site that is already open
Approximate Length: Up to 26'
Liner Location (Point A to B): We will shoot the liner from the dig site; it will stretch approximately 26' under the building.
Project Timeline: 1 day

Scope of Work

Preparation & Protection:
- Establish access to the sewer system through existing cleanouts or approved access points.
- Protect surrounding work areas as practical.
- Verify the sewer line is suitable for rehabilitation.

Preparation Cleaning:
- Clean and prepare the sewer line utilizing appropriate equipment.
- Remove debris, roots, grease, scale, and obstructions that may interfere with installation.
- Perform final pre-installation inspection.

Liner Installation:
- Install a cured-in-place pipe liner
- Saturate liner with approved resin system.
- Position liner within the existing host pipe.
- Cure liner utilizing approved installation methods.
- Reinstate branch connections as required.
- Verify proper installation and flow through the rehabilitated section.

Final Inspection:
- Perform post-installation camera inspection.
- Document completed installation.

O/K to Pay
9/24/26

R304599

THE SHERWIN-WILLIAMS CO.
1984 DEWAR DR
ROCK SPRINGS WY 82901 5738

SHERWIN-WILLIAMS.

Visit www.sherwin-williams.com
Store 703215
(307) 382-6179
Fax: (307) 382-6217

CHARGE INVOICE
No. 81792141640926

ACCOUNT: **6727-9503-6**

JOB 1 MEMORIAL HOSPITAL - SWEETWATER

TRC# 1359326
PAGE 1 OF 1
PO# M0271775
ORDER: OE0114922A703215
DATE: 09/23/2026
TIME: 09:42 AM
2-6474
E14/14164

MEMORIAL HOSPITAL - SWEETWATER
ACCOUNTS PAYABLE
1200 COLLEGE DR
ROCK SPRINGS WY 82901 5868

(307) 362-3711

TERMS: NET PAYMENT DUE ON OCT. 20th

Purchases are subject to Sherwin-Williams Terms and Conditions of Sale located at Sherwin-williams.com/terms-and-conditions

SALES NUMBER	SIZE	PRODUCT	DESCRIPTION	QTY	PRICE	VALUE
6511-75317	GALLON	K45W2151	PI PRECAT EG EX WH **Color: SW6219 RAIN** **Location: 219-C2** RAIN	4	44.83	179.32N
6514-02042	GALLON	B31W22651	PM 200 0 SG EW **Color: SW6112 BISCUIT** **Location: 265-C3** BISCUIT	1	29.42	29.42N
6514-47567	1 1/2"		1.5 SPIREX DALE	2	18.89	37.78N
			DISCOUNT (% 18.00)			-6.80
6514-47526	1 INCH		1 SPIREX DALE	2	16.99	33.98N
			DISCOUNT (% 18.00)			-6.12
6514-27395	EACH	2590-12	HANDYPAINT PAIL LID	2	3.99	7.98N
			DISCOUNT (% 18.00)			-1.44
6513-99339	EACH	2093+48EC	2093 PRO SHARP 48MM	2	13.49	26.98N
			DISCOUNT (% 20.00)			-5.40
821-8034	EACH	2090-48A	2090-48MM BLUE TAPE	1	10.59	10.59N
			DISCOUNT (% 20.00)			-2.12
159-3938	EACH	2520-CT	HANDY PT PAIL LINER	3	7.99	23.97N
			DISCOUNT (% 18.00)			-4.31

Thank You
receipt required for refund

SUBTOTAL BEFORE TAX	**323.83**
6.000% SALES TAX:1-518290100	**0.00**
CHARGE	**$323.83**

MERCHANDISE RECEIVED IN GOOD ORDER BY:

JOE

STORE HOURS
SUNDAY: 10:00 AM - 4:00 PM
MONDAY - FRIDAY: 6:00 AM - 6:00 PM
SATURDAY: 8:00 AM - 5:00 PM

Wasatch Access Solutions LLC

7980 Oakledge Rd
Cottonwood Heights, UT 84121
(801) 885-1745
greg@wasatchaccess.com
www.wasatchaccess.com

INVOICE

BILL TO
Steven D. Skorcz Jr
Memorial Hospital of Sweetwater County
1200 College Drive
Rock Springs, WY 82901

SHIP TO
Steven D. Skorcz Jr
Memorial Hospital of Sweetwater County
1200 College Drive
Rock Springs, WY 82901

INVOICE	3130
DATE	09/17/2026
TERMS	Net 30
DUE DATE	10/17/2026

DATE		DESCRIPTION	QTY	RATE	AMOUNT
09/16/2026	10MS41S	BEA Magic Switch Touchless Single Gang Sensor	2	325.00	650.00
09/16/2026	Labor	Repair solenoid latch retraction kit for Von Duprin panic bar to OB doors. Door unlocking properly now. If problem returns we will replace solenoid with a motor kit.	1	120.00	120.00

Thank you for your business!

Please let us know if we can be further assistance.

Please be advised, subject to finance charge of 1.5% per month (18% per annum) on any past due amount after the due date listed on this invoice or statement. All collection costs, including attorney's fees, shall be borne by the purchaser.

SUBTOTAL	770.00
TAX	0.00
SHIPPING	40.00
TOTAL	810.00
BALANCE DUE	**$810.00**

Ways to pay

View and pay

Wyolectric, Inc.

Phone# 307-382-8181
Fax# 307-382-8186
P.O. Box 2302
Rock Springs, WY 82902

Invoice

Billing Date	Invoice #
8/25/2026	12624

Bill To
Memorial Hospital of Sweetwater County 1200 College Dr. Rock Springs, WY 82901

Wyolectric Work Orders	PO# / Job# / Project Name	Terms	Due Date	Paykey# / AFE / LOE
22291	Building A	Net 30	9/24/2026	lightening suppression

Quantity	Description	Rate	Amount
4	Ryan- ST Labor	95.00	380.00
8	Tommy- ST Labor	75.00	600.00
8	Jorge- ST Labor	95.00	760.00
7	Trevor- ST Labor	75.00	525.00
	WO#22291 8/25/26 See Attachment		
	Materials:		
12	lightening cable clips	4.50	54.00
10	chem link M-1	15.00	150.00

UNLESS OTHERWISE INDICATED, PAYMENT TERMS ARE DUE UPON RECEIPT. Payments that are unpaid 10 days after due date will be charged a monthly late fee of $15.00 per month in addition to a Finance charge of 1.75% PER MONTH (annual rate of 21%) If collection is made by suit or otherwise, interest, collection costs and attorney fees will be charged to the customer.

A 3.5% service fee will be added for Credit Card Payments.

Thank You!

Subtotal	$2,469.00
Sales Tax (6.0%)	$0.00
Total	$2,469.00
Payments/Credits	$0.00
Balance Due	$2,469.00

EST. 1867
SWEETWATER COUNTY
WYOMING

MEETING REQUEST FORM

Meeting Date Requested: November 3, 2026	**Contact Phone and E-mail:** westk@sweetwatercountywy.gov; 307-389-1888
Presenters Name, Title and Name of Organization: Chairman West, BOCC	**Exact Wording for Agenda:** Ratify Letter of Recommendation for Commissioner Taylor Jones to Serve on the BLM Wyoming Resource Advisory Committee
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min. - Consent	**Will there be handouts? (If yes, include with meeting request form)** Yes
Will handouts require SIGNATURES? No **SHOULD THE ITEM BE MARKED CONFIDENTIAL?** No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: Taylor Jones RAC Letter of Recommendation.pdf	

INSTRUCTIONS:

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  *****If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****
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The meetings are held in the commission meeting room:

80 West Flaming Gorge Way
Meeting Room #115
Green River, Wyoming
Taylor Jones RAC Letter of Recommendation.pdf

KEATON D. WEST, CHAIRMAN
TAYLOR C. JONES, COMMISSIONER
ISLAND RICHARDS, COMMISSIONER
ROBERT D. SLAUGHTER, COMMISSIONER
MARY E. THOMAN, COMMISSIONER

EST. 1867

SWEETWATER COUNTY

BOARD OF COUNTY COMMISSIONERS

80 WEST FLAMING GORGE WAY, SUITE 10
GREEN RIVER, WY 82935
PH: 307-872-3890
FAX: 307-872-3992

October 20, 2026

Brad Purdy
BLM Wyoming State Office
Office of Communications
5353 Yellowstone Road
Cheyenne, WY 82009

RE: Letter of Recommendation for Sweetwater County Commissioner Taylor Jones to Serve on the Bureau of Land Management Wyoming Resource Advisory Committee

Dear Mr. Purdy,

On behalf of the Sweetwater County Board of County Commissioners, I am pleased to offer my strong recommendation for Sweetwater County Commissioner Taylor Jones to serve on the Bureau of Land Management (BLM) Wyoming Resource Advisory Committee (RAC).

County Commissioners bring an essential local perspective to the management of federal lands and natural resources. Their firsthand understanding of local economies, community priorities, regional customs, and longstanding traditions provides valuable insight into how federal land management decisions affect the people and communities most directly impacted by them. Commissioner Jones would bring this important perspective to the RAC, helping ensure that proposed plans and projects are informed by the practical realities of local communities and the socioeconomic implications of resource management decisions.

Commissioner Jones's dedication to public service, outdoor recreation, and responsible resource management, combined with his familiarity with public lands issues, makes him well-suited to contribute meaningfully to the RAC's work. His experience as an elected county official gives him a clear understanding of the importance of balancing diverse interests while advancing thoughtful, informed, and locally responsive approaches to multiple-use land management.

Commissioner Jones has already demonstrated his commitment to these principles through his appointment by Governor Mark Gordon to a state task force representing recreation interests in the Rock Springs BLM Resource Management Plan process. As one of 11 members representing diverse interests from across Wyoming, Commissioner Jones has contributed to the collaborative effort to address competing priorities and inform the future management of public lands. This experience underscores his ability to engage constructively with varied stakeholders and bring a balanced, community-focused perspective to complex resource management issues.

KEATON D. WEST, CHAIRMAN
TAYLOR C. JONES, COMMISSIONER
ISLAND RICHARDS, COMMISSIONER
ROBERT D. SLAUGHTER, COMMISSIONER
MARY E. THOMAN, COMMISSIONER

EST. 1867
SWEETWATER COUNTY
BOARD OF COUNTY COMMISSIONERS

80 WEST FLAMING GORGE WAY, SUITE 10
GREEN RIVER, WY 82935
PH: 307-872-3890
FAX: 307-872-3992

His service on the RAC would further strengthen the connection between federal land management decisions and the communities those decisions affect. Commissioner Jones would bring valuable local knowledge, practical experience, and a commitment to collaborative problem-solving, helping ensure that the perspectives of Sweetwater County and Wyoming's rural communities are meaningfully represented.

For these reasons, the Sweetwater County Board of County Commissioners strongly supports Commissioner Taylor Jones's appointment to the BLM Wyoming Resource Advisory Committee. We are confident that his experience, dedication, and understanding of local needs would make a meaningful contribution to the committee's work.

Thank you for your consideration of this recommendation. Should you have any questions or require additional information, please do not hesitate to contact me.

Respectfully,

Keaton D. West, Chairman
Sweetwater County Board of County Commissioners

MEETING REQUEST FORM

Meeting Date Requested: November 3, 2026	**Contact Phone and E-mail:** andrew@westernnaturalgas.org- Ellie Plummer-ellie@westernnaturalgas.org- 713-337-8806
Presenters Name, Title and Name of Organization: Andrew Browning, President of Western States and Tribal Nations	**Exact Wording for Agenda:** 9:45- Western States and Tribal Nations Member Check-in
Preference of Placement on Agenda & Amount of Time Requested for Presentation: early- 15-30 min	**Will there be handouts? (If yes, include with meeting request form)** No
Will handouts require SIGNATURES? No **SHOULD THE ITEM BE MARKED CONFIDENTIAL?** No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: WSTN Playbook - Sweetwater County - 10.20.26.pptx	

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80 West Flaming Gorge Way
Meeting Room #115
Green River, Wyoming
WSTN Playbook - Sweetwater County - 10.20.26.pptx

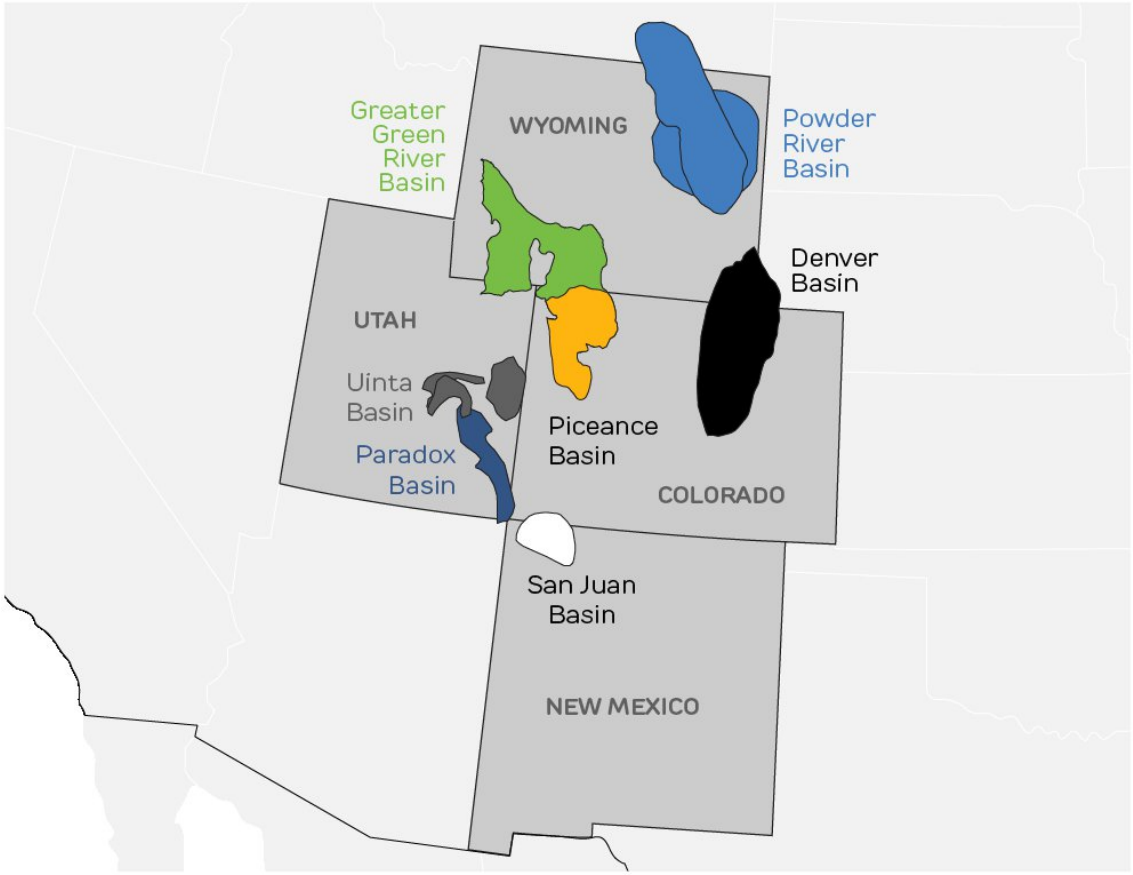
Rocky Mountain Gas Roadmap & Implementation Playbook

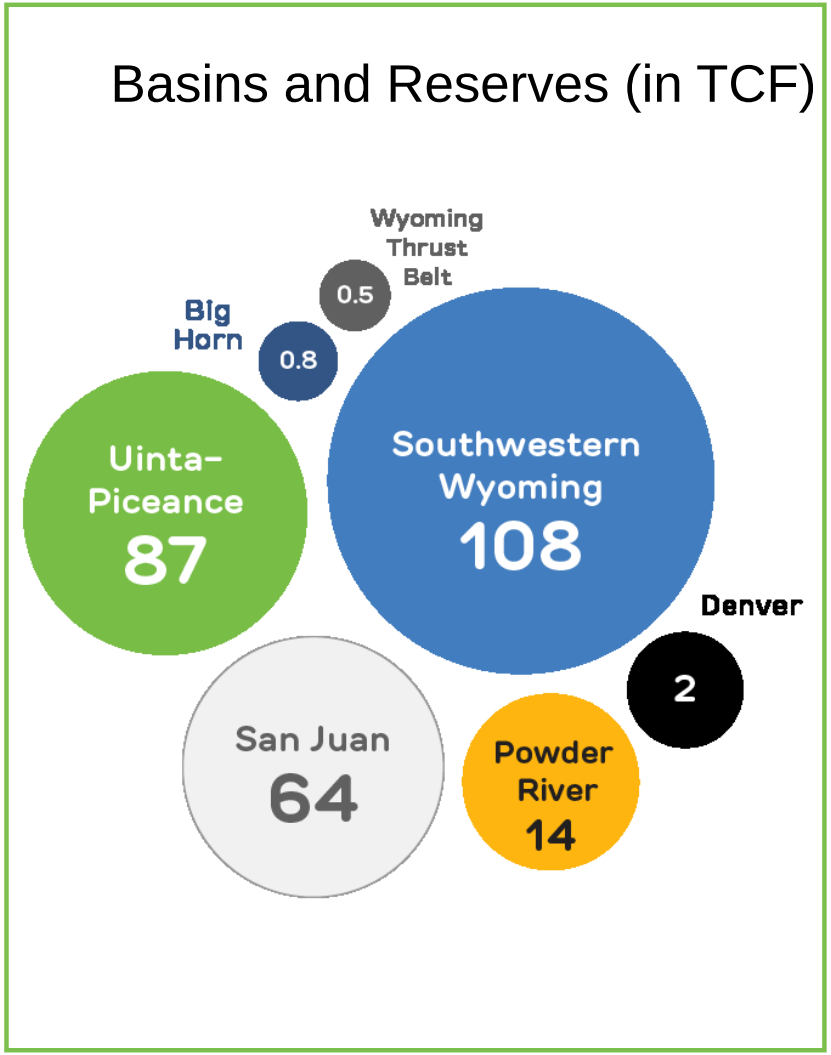


WESTERN STATES AND TRIBAL NATIONS ENERGY INITIATIVE

I. Overview of the Rocky Mountain Region-We Have the Gas

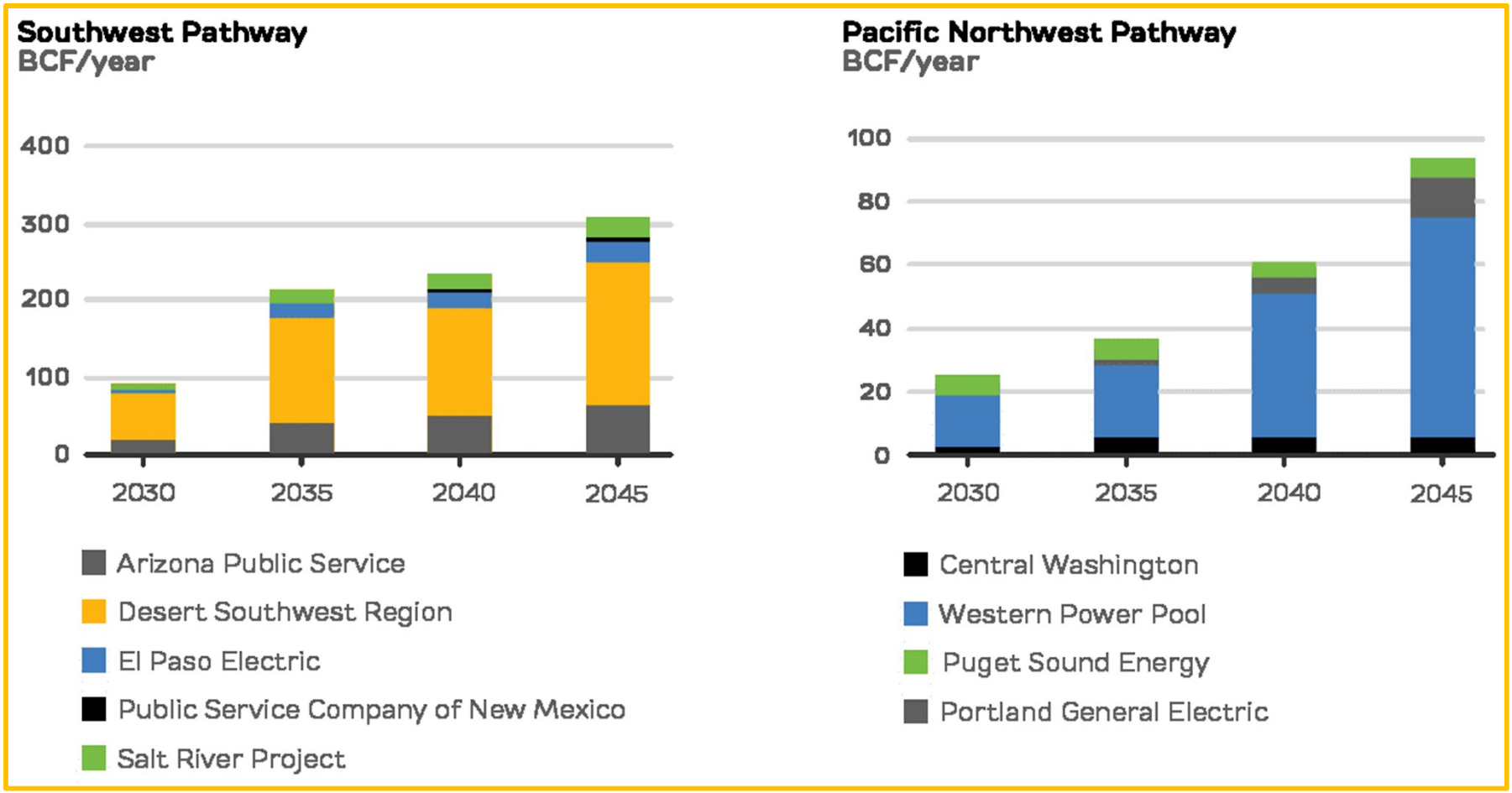
Our Resource Base: 277 TCF of Technically Recoverable Natural Gas





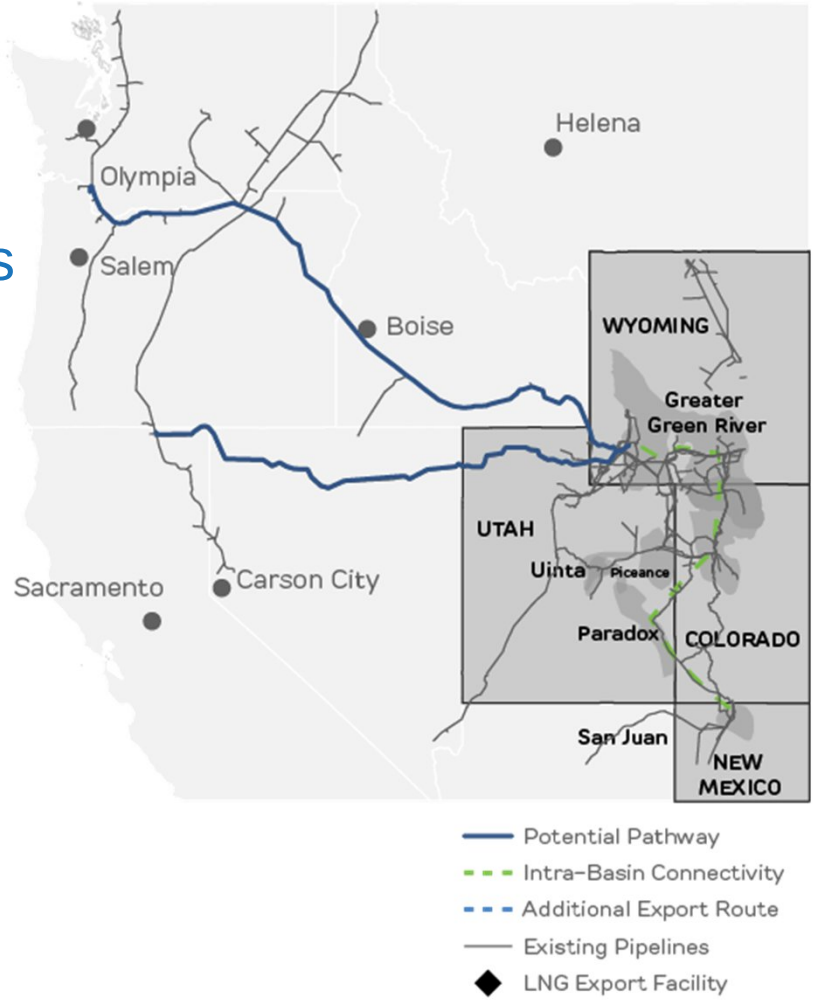
II. Meeting Surging Domestic Natural Gas Demand

Power Needs Growing Fast: Western Electricity Coordinating Council (WECC) region over the next decade indicates a significant and sustained increase, with forecasts showing a 20% rise in annual demand by 2045



III. Pacific Northwest Pathway

- **Demand:** 35 Bcf/year incremental gas-fired generation by 2035, and major upside from “behind-the-meter” gas demand for data centers and manufacturing.
- **Supply Constraints:** Existing pipelines to the region operate at >95% utilization; Canadian supply is increasingly redirected to Canadian LNG projects.
- **Routing:** Expansion along existing corridors enables rapid, affordable delivery to Washington, Oregon, and Idaho.

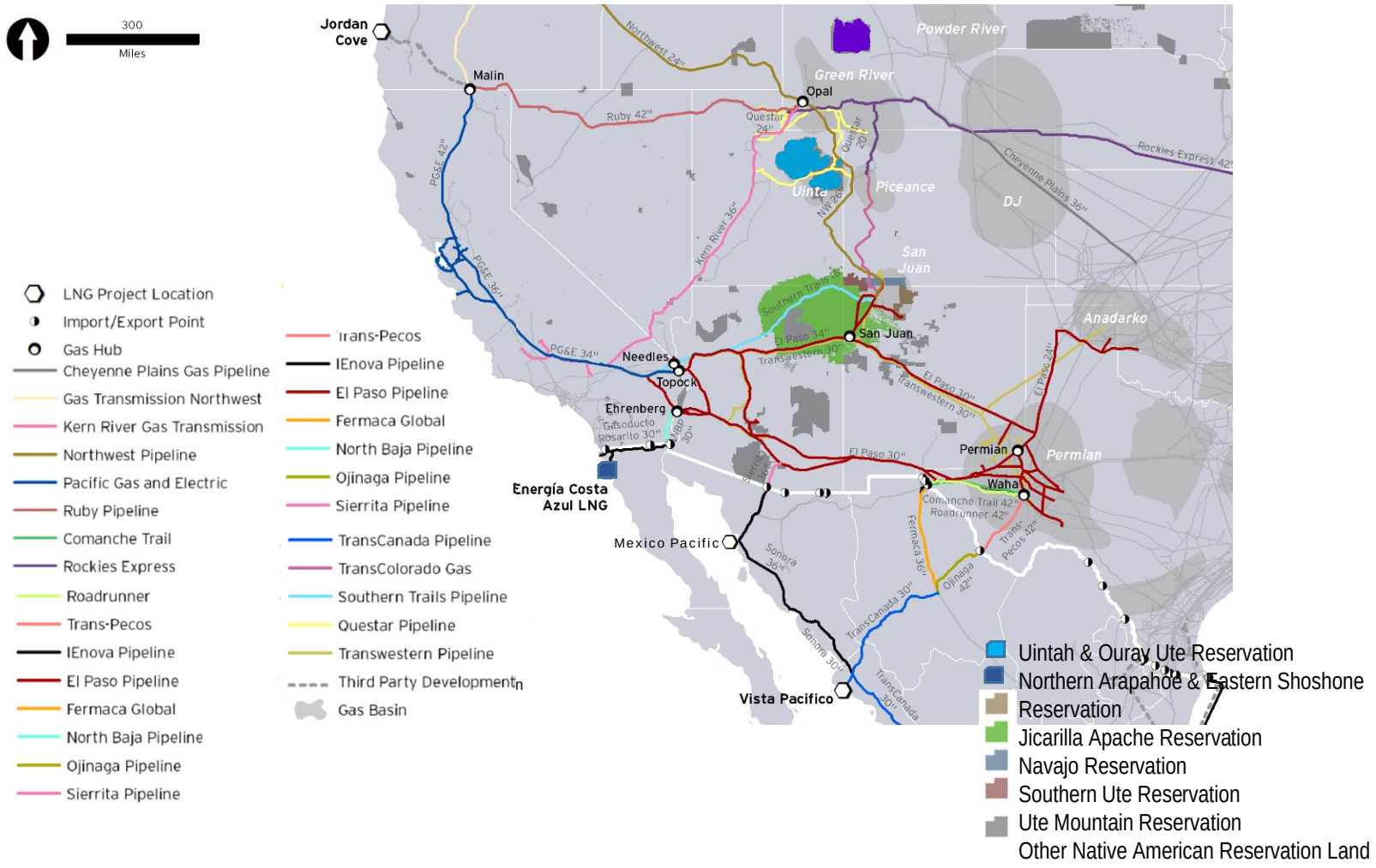


IV. Southwest Pathway & Routing Options



- **Demand:** 205 Bcf/year incremental gas-fired generation by 2035, largely driven by data centers and new industrial load
  - 2 Bcf/day for LNG export (12 MTPA capacity) and major upside from "behind-the-meter" gas demand for data centers and manufacturing.
- **Getting There by Existing ROWs:**
  - The Southern Trails and El Paso Natural Gas pipeline ROWs can accommodate new pipelines to Phoenix.
  - Paralleling existing ROWs for Energy Transfer's Transwestern Pipeline/Public Service of New Mexico to send gas to El Paso via existing or proposed pipelines (Energy Transfer's Desert Southwest or EPNG's Southern Leg Expansion and proposed Copper State pipeline)

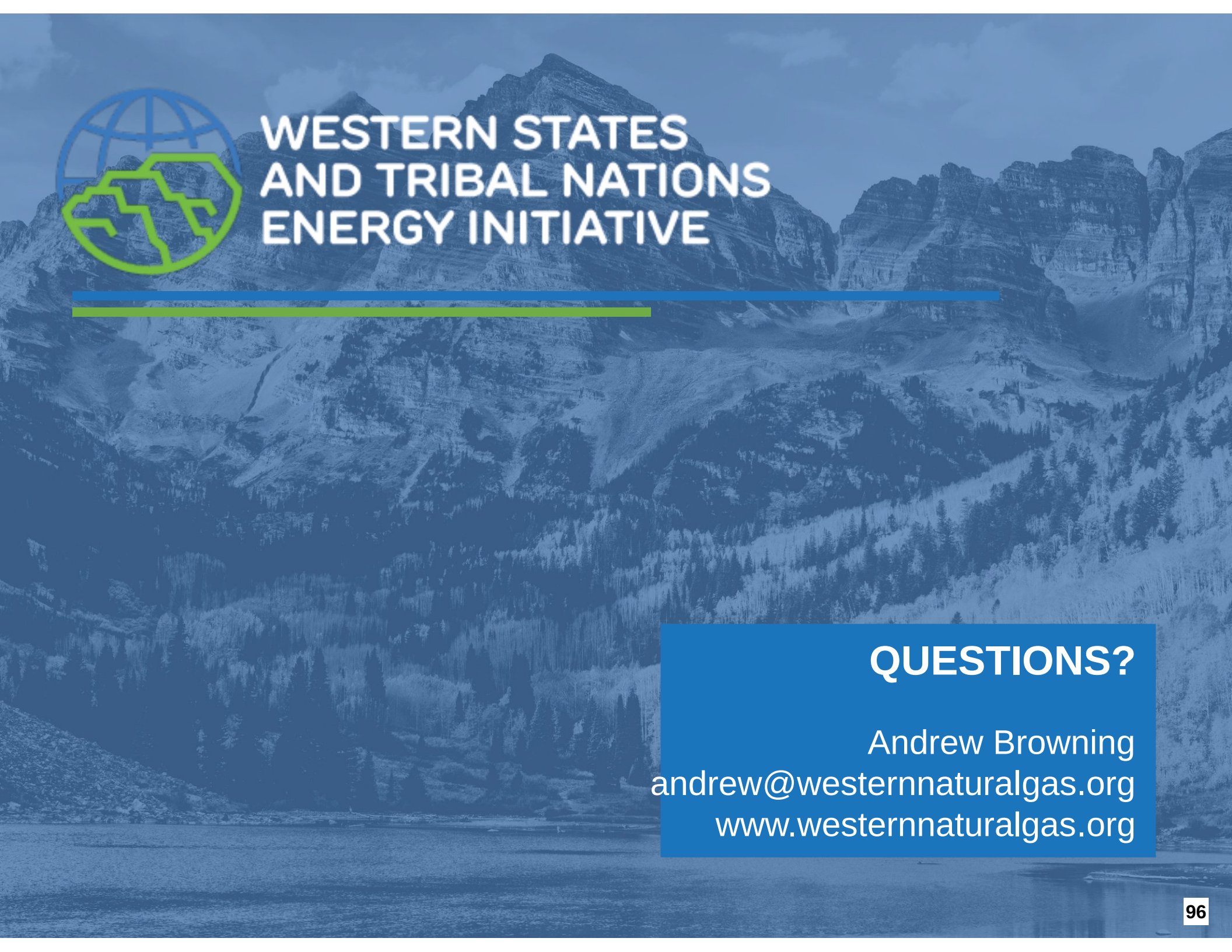
V. Natural Gas Infrastructure/Tribal Lands



VI. Roadmap Recommendations

.

- Engage Directly with Major Off takers, Domestically & in the Asian-Pacific
- Pursue Low-Cost International Financing
- Streamline Permitting Process Across Local, State, and Federal Governments
- Secure Tribal and Local Support Through Community Investment
- Explore Government Co-Investment to De-Risk Projects
- Support the Region's Independent Producers
- Formalize Interstate Energy Partnerships
- Continue to Lead on Methane Emissions Reductions and Certified Gas



QUESTIONS?

Andrew Browning
andrew@westernnaturalgas.org
www.westernnaturalgas.org

MEETING REQUEST FORM

Meeting Date Requested: November 3, 2026	**Contact Phone and E-mail:** (307) 872-3888 marchalk@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Grants Manager Krisena Marchal	**Exact Wording for Agenda:** 10:05- Ratification of Amendment Two to the FFY 2025 Temporary Assistance for Needy Families Community Partnership Initiative (TANF CPI) Grant Contract and Subcontract
Preference of Placement on Agenda & Amount of Time Requested for Presentation: Morning, 5 minutes	**Will there be handouts? (If yes, include with meeting request form)** Yes
Will handouts require SIGNATURES? No **SHOULD THE ITEM BE MARKED CONFIDENTIAL?** No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information: See attached summary.	
Attachments: BOCC 11-3-26 TANF CPI.pdf	

INSTRUCTIONS:

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a representative in your place or your item may be rescheduled.

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The meetings are held in the commission meeting room:

80 West Flaming Gorge Way
Meeting Room #115
Green River, Wyoming
BOCC 11-3-26 TANF CPI.pdf

To: Sweetwater County Board of County Commissioners
From: Krisena Marchal, Grants Manager
Date: November 3, 2026
Subject: Ratification of Amendment Two to the FFY 2025 Temporary Assistance for Needy Families Community Partnership Initiative (TANF CPI) Grant Contract and Subcontract

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Executive Summary:

Sweetwater County has been awarded an additional $50,000 through the Wyoming Department of Family Services' Federal Fiscal Year (FFY) 2025 Temporary Assistance for Needy Families Community Partnership Initiative (TANF CPI), bringing the total grant award to $150,000. No cash match is required, and all additional funding must be expended by September 30, 2027. The original contract was approved by the Board of County Commissioners on August 6, 2024.

TANF CPI funding supports programs serving needy families with children whose household income is at or below 185% of the Federal Poverty Level. Funded projects must address at least one of the following purposes:

- Provide assistance so children can be cared for in their own homes.
- Reduce the dependency of needy parents by promoting job preparation, work and marriage.
- Prevent and reduce the incidence of out-of-wedlock pregnancies.
- Encourage the formation and maintenance of two-parent families.

The funding will be passed through to Climb Wyoming to support its program of training and placing single mothers in careers that provide family-sustaining wages and promote long-term self-sufficiency.

Climb Wyoming demonstrated strong outcomes in the past year. By September 30, 2026, 100% of Sweetwater County participants had successfully completed all phases of the training program, and 93 percent are currently employed, earning an average monthly salary of $4,143.54. Participants experienced an average wage increase of 100%. Climb Wyoming also integrates life skills training and mental health counseling into its career training program to support participants' overall success.

FFY 2025 TANF CPI PROJECT FUNDING				
AGENCY/PROGRAM	**GRANT AWARD**	**AMENDMENT ONE**	**AMENDMENT TWO**	**TOTAL AWARD**
Climb Wyoming	50,000	50,000	50,000	$150,000

Staff Notes:

- Services funded under this grant award are limited to Wyoming residents who are U.S. citizens or lawful permanent residents and who reside in households with at least one dependent child.
- Amendment Two was signed outside of a regularly scheduled Board of County Commissioners meeting due to time constraints and the need to execute the amendment before Amendment One expired.
- The additional funding was included in the County's FY 2027 Grant Projects budget.

Attachments:

1. Amendment Two to the FFY 2025 TANF CPI Contract
2. Amendment Two to the FFY 2025 TANF CPI Subcontract

Recommendation:

Move to ratify Amendment Two to the Federal Fiscal Year 2025 Temporary Assistance for Needy Families Community Partnership Initiative (TANF CPI) Grant Contract and Subcontract with Climb Wyoming.

AMENDMENT TWO TO THE CONTRACT BETWEEN
DEPARTMENT OF FAMILY SERVICES
AND SWEETWATER COUNTY COMMISSIONERS

1. **Parties.** This Amendment is made and entered into by and between Department of Family Services (Agency), whose address is: 2300 Capitol Avenue, Cheyenne, Wyoming 82002, and Sweetwater County Commissioners (Contractor), whose address is: 80 West Flaming Gorge Way, Suite 19, Green River, Wyoming 82935.

2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Contract between the Agency and the Contractor. The purpose of this Amendment is to: a) increase the total Contract dollar by fifty thousand dollars ($50,000.00) to one hundred fifty thousand dollars ($150,000.00); b) extend the term of the Contract through September 30, 2027; and c) amend the responsibilities of the Contractor.

   The original Contract, dated August 16, 2024, required the Contractor to operate the Temporary Assistance for Needy Families Community Partnership Initiative (TANF CPI), a community plan which will provide a continuum of services to Sweetwater County families as outlined in the Program Statement of Work, Attachment A, for a total Contract amount of fifty thousand dollars ($50,000.00) with an expiration date of September 30, 2025.

   Amendment One, dated September 5, 2025, amended the original Contract to: a) increase the total Contract dollar by fifty thousand dollars ($50,000.00) to one hundred thousand ($100,000.00); b) extend the term of the Contract through September 30, 2026; and c) amend the responsibilities of the Contractor.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (the "Effective Date"), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to applicable federal or state statute, rule, or regulation. The period of performance of this Amendment is October 1, 2026 through September 30, 2027.

4. **Amendments.**

   A. The second and third sentence of Section 3 of the original Contract is hereby amended to read as follows:

   "The term of the Contract is from October 1, 2024, or Effective Date, whichever is later, through September 30, 2027. All services shall be completed during this term."

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

   "Total payment under this Contract shall not exceed one hundred fifty thousand dollars ($150,000.00)."

5. **Amended Responsibilities of the Contractor.**

Responsibilities of the Contractor are hereby amended as follows:

A. Section 5 of the original Contract is hereby amended to add Subsection K, which reads as follows:

"**K.** For Federal Fiscal Year (FFY) 2027, the Contractor shall provide the same services and serve the same number of participants as outlined in Attachment A, Statement of Work, for FFY 2025. Additionally, Attachment B, FFY 2025 Quarterly Report and Invoice, will serve as the reporting and invoicing template for FFY 2027."

B. Section 5 of the original Contract is hereby amended to add Subsection L, which reads as follows:

"**L.** For Federal Fiscal Year (FFY) 2027, the Contractor is to inform the Agency of any hire or terminations of the Contractor, related to the administration of TANF funds received within two (2) business days."

6. **Amended Responsibilities of the Agency.**

Responsibilities of the Agency have not changed.

7. **Special Provisions.**

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

B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Contractor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

8. **General Provisions.**

A. **Entirety of Contract.** The original Contract, consisting of ten (10) pages; Attachment A, Program Statement of Work, consisting of sixteen (16) pages; Attachment B, FFY2025 Quarterly Report and Invoice, consisting of five (5) pages; Attachment C, TANF Participant Application and Eligibility Form, consisting of two (2) pages; Amendment One, consisting of three (3) pages; and this Amendment Two, consisting of four (4) pages, represent the entire and integrated agreement between the parties and

supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

AGENCY:
Wyoming Department of Family Services

for Korin A. Schmidt, Director — 9/17/26 Date

Corrine Livers, Economic Security Senior Administrator — 09/17/2026 Date

CONTRACTOR:
Sweetwater County Commissioners

Keaton D. West, Chairman, County Commissioner — 9/15/2026 Date

Cynthia L. Lane, County Clerk — 9-15-2026 Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

mp # 259234
Megan Pope, Senior Assistant Attorney General — 9/9/26 Date

AMENDMENT TWO TO THE
FFY 2025 TANF/CPI SUBCONTRACT BETWEEN
SWEETWATER COUNTY AND CLIMB WYOMING

1. **Parties.** This Amendment is made and entered into by and between Sweetwater County (County), whose address is: 80 West Flaming Forge Way, Suite 19, Green River, WY 82935, and Climb Wyoming (Subcontractor) whose address is: 401 N Street, Suite 301, Rock Springs, WY 82901.

2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Subcontract between the County and the Subcontractor. The purpose of this Amendment is to: a) increase the total Subcontract dollar by fifty thousand dollars ($50,000.00) to one hundred fifty thousand dollars ($150,000.00); b) extend the term of the Subcontract through September 30, 2027; and c) amend the responsibilities of the Subcontractor.

   The original Subcontract, dated August 6, 2024, required the Subcontractor to operate the Temporary Assistance for Needy Families Community Partnership Initiative (TANF CPI), a community plan which will provide a continuum of services to Sweetwater County families as outlined in the Program Statement of Work, Attachment A, for a total Subcontract amount of fifty thousand dollars ($50,000.00) with an expiration date of September 30, 2025.

   Amendment One, dated September 2, 2025, amended the original Subcontract to: a) increase the total Subcontract dollar by fifty thousand dollars ($50,000.00) to one hundred thousand dollars ($100,000.00); b) extend the term of the Subcontract through September 30, 2026; and c) amend the responsibilities of the Subcontractor.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (the "Effective Date"), and shall remain in full force and effect through the term of the Subcontract, as amended, unless terminated at an earlier date pursuant to the provisions of the Subcontract, or pursuant to applicable federal or state statute, rule, or regulation. The period of performance of this Amendment is October 1, 2026 through September 30, 2027.

4. **Amendments.**

   A. The second and third sentence of Section 3 of the original Subcontract is hereby amended to read as follows:

      "The term of the Subcontract is from October 1, 2024, or Effective Date, whichever is later, through September 30, 2027. All services shall be completed during this term."

   B. The second sentence of section 4A of the original Subcontract is hereby amended to read as follows:

"Total payment under this Subcontract shall not exceed one hundred fifty thousand dollars ($150,000.00)."

5. **Amended Responsibilities of the Subcontractor.**
Responsibilities of the Subcontractor are hereby amended as follows:

A. Section 5 of the original Subcontract is hereby amended to add Subsection K, which reads as follows:

"K. For Federal Fiscal Year (FFY) 2027, the Subcontractor shall provide the same services and serve the same number of participants as outlined in Attachment A, Statement of Work, for FFY 2025. Additionally, Attachment B, FFY 2025 Quarterly Report and Invoice, will serve as the reporting and invoicing template for FFY 2027."

6. **Amended Responsibilities of the County.**
Responsibilities of the County have not changed.

7. **Special Provisions.**

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

8. **General Provisions.**

A. **Entirety of Subcontract.** The original Subcontract, consisting of ten (10) pages; Attachment A, Program Statement of Work, consisting of fifteen (15) pages; Attachment B, FFY2025 Quarterly Report and Invoice consisting of five (5) pages; Attachment C, TANF Participant Application and Eligibility Form, consisting of two (2) pages; Amendment One, consisting of three (3) pages; and this Amendment Two, consisting of three (3) pages; represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

COUNTY: SWETWATER COUNTY

Keaton D. West, Chairman
Sweetwater County Commission

9/15/2026
Date

ATTEST:

Cynthia L. Swenson
Sweetwater County Clerk

9-15-2026
Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM

John DeLeon
Chief Deputy County Attorney

9/15/26
Date

SUBCONTRACTOR: CLIMB WYOMING

Katie Hogarty
Chief Executive Officer

9/15/26
Date

MEETING REQUEST FORM

Meeting Date Requested: November 3, 2026	**Contact Phone and E-mail:** (307) 872-3888 marchalk@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Krisena Marchal, Grants Manager	**Exact Wording for Agenda:** 10:10- Approval of the FFY 2027 Community Services Block Grant Contracts
Preference of Placement on Agenda & Amount of Time Requested for Presentation: Morning, 5 minutes	**Will there be handouts? (If yes, include with meeting request form)** Yes
Will handouts require SIGNATURES? Yes **SHOULD THE ITEM BE MARKED CONFIDENTIAL?** No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information: Please see attached executive summary.	
Attachments: BOCC 11-3-26 CSBG.pdf	

INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the "Meeting Request Form" by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: shoemakers@sweetwatercountywy.gov
  *****If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****
- If you are presenting a **Resolution or Proclamation,** it must be submitted in Word Format and emailed to: shoemakers@sweetwatercountywy.gov
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item may be rescheduled.

- In order to determine placement on the agenda, please review the county website sweetwatercountywy.gov on Thursday afternoon by clicking “Commissioner's Agenda”.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

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

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

The meetings are held in the commission meeting room:

80 West Flaming Gorge Way
Meeting Room #115
Green River, Wyoming
BOCC 11-3-26 CSBG.pdf

To: **Sweetwater County Board of County Commissioners**
From: **Krisena Marchal, Grants Manager**
Date: **November 3, 2026**
Subject: **Approval of the FFY 2027 Community Services Block Grant Contracts**

Executive Summary:

The Wyoming Department of Health has allocated $257,965.78 in Community Services Block Grant (CSBG) funding to Sweetwater County for Federal Fiscal Year (FFY) 2027. The projects and funding allocations were analyzed, prioritized and recommended by the Tripartite Board. The grant period is October 1, 2026 to September 30, 2027. No cash match is required.

The purpose of CSBG funding is to alleviate the causes and conditions of poverty by supporting essential services and strengthening community resources. Sweetwater County will pass through the funding to local agencies to provide the following services:

FFY 2027 COMMUNITY SERVICES BLOCK GRANT (CSBG) BUDGET		
	Service Category and Agency	**Sub-Award**
	Housing Assistance (57%) • Sweetwater Family Resource Center - Independence Program • YWCA of Sweetwater County - Victims Advocacy Center	**148,100.00** *126,500.00* *21,600.00*
	Health/Social/Behavioral Assistance (23%) • Young At Heart - Meals Program • Young At Heart - In-Home Assistance Program	**58,065.37** *13,585.00* *44,480.37*
	Support Services (5%) • Sweetwater County Transit Authority – Bus Passes	**13,500.00**
	Other (15%) • Agency Capacity Building (Community Needs Assessment, training, etc.) • Grant Management (Memberships, board insurance, advertising, etc.	**38,300.41**
	TOTAL	**$257,965.78**

Staff Notes:

The Sweetwater County Commission previously approved the four-year Grant Agreement with the Wyoming Department of Health for $1,008,099.00, on June 17, 2025. Eligible expenses incurred by participating agencies on or after October 1, 2026 may be reimbursed retroactively in accordance with grant requirements.

The Tripartite Board authorized participating agencies to request indirect costs up to 15% to help cover expenses that cannot be directly allocated to specific expenses. This approach is intended to strengthen agency capacity and help local service providers manage declining revenue while continuing to deliver essential services to Sweetwater County residents.

Attachments:

1. FFY 2027 Community Services Block Grant Contracts (4 total)

Recommendation:

Move to approve the Federal Fiscal Year 2027 Community Services Block Grant Contracts, and authorize the Chairman to sign all related documents as presented.

FFY 2027 COMMUNITY SERVICES BLOCK GRANT CONTRACT BETWEEN SWEETWATER COUNTY AND ROCK SPRINGS YOUNG AT HEART

1. **Parties.** The parties to this Contract are Sweetwater County, referred to as "County," whose address is 80 West Flaming Gorge Way, Suite 19, Green River, Wyoming, 82901 and Rock Springs Young At Heart, hereafter referred to as "Sub-subrecipient", whose address is 2400 Reagan Avenue, Rock Springs, WY 82901.

   The parties to this Contract acknowledge that County has a Contract with the Wyoming Department of Health, Public Health Division (Agency), whereby the Agency provides funding which County uses to reimburse for services that are recommended by the Sweetwater County Tripartite Board and are provided by Sub-subrecipient.

   This Contract pertains to the Community Services Program and the Sweetwater County Tripartite Board.

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Sub-subrecipient shall provide services with Community Services Block Grant (CSBG) funding in Sweetwater County, Wyoming to assist low-income individuals and families with activities and supportive services that empower them to overcome the effects of poverty and to support their progress toward greater self-sufficiency.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The Performance Period of this Contract is from October 1, 2026, through September 30, 2027. All services and expenditures shall be completed during this term.

   There is no right of extension, and any extension will be determined at the discretion of the County.

4. **Payment.**

   A. The County agrees to pay the Sub-subrecipient for the services described in Attachment A, Statement of Work (SOW), which is attached to and incorporated into this Contract by this reference. The total payment under this Contract shall not exceed Fifty-Eight Thousand Sixty-Five Dollars and Thirty-Seven Cents ($58,065.37) in CSBG funding. Payments shall be made through the Sweetwater County Grants Department on Sweetwater County vouchers with an invoice for services dated no more than two months prior to the Sub-subrecipient's dated signature on the voucher unless otherwise permitted. Sub-subrecipients must utilize the invoice numbering and Project codes template provided to them by the County.

   Invoices and supporting documentation, including empowOR services and income eligibility reports for clients served, shall be submitted in sufficient detail to ensure that payments may be made in conformance and compliance with this Contract. Payroll documents are required for CSBG-funded positions, and must include time and attendance forms and itemized proof of payment(s) to employee(s).

   Payments may be withheld and/or denied until all required invoicing and supporting

documentation are received, and performance is satisfactory.

Any transfers of CSBG funding must be requested by email and approved in advance by the County.

B. The maximum amount of federal funds provided under Assistance Listing 93.569 shall not exceed Fifty-Eight Thousand Sixty-Five Dollars and Thirty-Seven Cents ($58,065.37), Federal Award Number 2601WYCOSR.

C. No payment shall be made for work performed before or after the Term of this Contract. Should the Sub-subrecipient 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 Sub-subrecipient performs its duties and responsibilities to the satisfaction of County.

D. Except as otherwise provided in this Contract, the Sub-subrecipient shall pay all costs and expenses, including travel, incurred by the Sub-subrecipient or on its behalf in connection with Sub-subrecipient's performance and compliance with all of Sub-subrecipient's obligations under this Contract.

5. **Responsibilities of Sub-subrecipient.** The Sub-subrecipient agrees to:

A. Complete the stipulations, timelines and approved budget requirements described in Attachment A, Statement of Work.

B. Submit monthly invoices for reimbursement using a template provided by County, and corresponding required documents including receipts and monthly detailed financial reports in accordance with Section 4 above.

C. Improve the well-being and potential of people in poverty by providing social services as outlined in Attachment B, the approved FFY 2027 Community Action Plan Mapping Worksheet which is incorporated by this reference.

D. Abide by the terms in Attachment C, Business Associates Agreement, which is attached to and incorporated into this Agreement by this reference.

6. **Responsibilities of County.** The County agrees to:

A. Pay Sub-subrecipient in accordance with Section 4 above.

B. Recognize that this Contract is subject to the Wyoming CSBG State Management Plan and the Sub-subrecipient's FFY 2027 CSBG approved CSBG Community Action Plan, both of which can be located for review at the Agency and are incorporated into this Contract by reference.

C. Consult with the Sub-subrecipient, as necessary, regarding the requirements of this Contract.

D. Monitor and evaluate the Sub-subrecipient's compliance with the conditions set forth in this Contract.

E. Provide training and technical assistance as necessary.

7. **Special Provisions.**

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

B. **Environmental Policy Acts**. Sub-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.

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

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

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

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

D. **Kickbacks**. Sub-subrecipient 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 Sub-subrecipient breaches or violates this warranty, County may, at its discretion, terminate this Contract without liability to County, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

E. **Limitations on Lobbying Activities.** By signing this Contract, Sub-subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Sub-subrecipient in connection with lobbying member(s) of Congress, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

F. **Monitoring Activities.** Agency, County and members of the Sweetwater County Tripartite Board shall have the right to monitor all activities related to this Contract that are performed by Sub-subrecipient. 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 Contract; and, to observe personnel in every phase of performance of the related work.

G. **Nondiscrimination.** The Sub-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 Contract.

H. **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.

I. **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 Sub-subrecipient and related to the services and work to be performed under this Contract, shall identify Wyoming Department of Health, Public Health Division and Sweetwater County as the sponsoring agencies and shall not be released without prior written approval of County.

J. **Suspension and Debarment**. By signing this Contract, Sub-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 Contract suspended, debarred, or voluntarily excluded by any federal department or County in accordance with Executive Order 12549 (Debarment and Suspension) and 2 CFR Part 180, or are on the disbarred, or otherwise ineligible vendors lists maintained by the federal government. Further, Sub-subrecipient agrees to notify County by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

K. **Administration of Federal Funds.** Sub-subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200 *et seq.*; Subtitle B of Public Law 105-285, the "Community Services Black Grant Act"; CFR Title 45, Part 96, Subpart I; the most current U.S. Department of Health and Human Services Poverty Guidelines, which are incorporated into this Contract by this reference; any additional requirements set forth by the federal agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the County.

Pursuant to 2 CFR § 200.208, the County may adjust specific Federal award conditions as needed during the term of the Contract. If the County is imposing additional requirements, they will notify the Sub-subrecipient in accordance with 2 CFR § 200.208(d).

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

M. **Federal Audit Requirements**. Sub-subrecipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal funds during its fiscal year,

it must undergo an organization-wide financial and compliance single audit. Sub-subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR 200, Subpart F. If findings are made which cover any part of this Contract, Sub-subrecipient shall provide one (1) copy of the audit report to County and require the release of its audit report by its auditor be held until adjusting entries are disclosed and made to County's records.

N. **Non-Supplanting Certification.** Sub-subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds and shall not replace (supplant) funds that have been appropriated for the same purpose. Sub-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 Contract.

O **Applicability of Appendix II to 2 CFR Part 200.** This Contract has been funded, in whole or in part, with an Award of Federal Funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Contract, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Contract. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the County may terminate this Contract. This remedy will be in addition to any other remedy available to the County, the State of Wyoming and the Agency under this Contract, at law, or in equity.

P. **Construction Prohibitions**. Sub-subrecipient agrees this Contract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.

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

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

The above language must be included in any subcontracts that contain provisions for children's

services and that all Sub-subrecipients shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to one thousand dollars ($1,000.00) per day.

S. **Purchase of American-Made Equipment**. Sub-subrecipient agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American made.

T. **Religious Activities**. The Sub-subrecipient and any entity hired by the Sub-subrecipient shall not use the CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.

U. **Whistleblower Protection Act.** Pursuant to 41 U.S.C. § 4712, an employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate, discover, or terminate for misconduct), a court or grand jury, the head of a federal agency, or their representatives, information that the employee reasonably believes is evidence of:

(i) Gross mismanagement of an Agency Contract, Contract or grant relating to covered funds;
(ii) A gross waste of covered funds;
(iii) A substantial and specific danger to public health or safety related to the implementation or use of covered funds;
(iv) An abuse of authority related to the implementation or use of covered funds;
(v) A violation of law, rule, or regulation related to an Agency Contract (including the competition for or negotiation of a Contract) or grant, awarded or issued relating to covered funds.

8. <u>General Provisions</u>.

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

B. **Applicable Law, Rules of Construction, and Venue**. The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Third Judicial District, Sweetwater County, Wyoming.

C. **Assignment Prohibited and Contract Shall Not be 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 Sub-subrecipient shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the County.

D. **Audit and Access to Records**. The Agency, County, Sweetwater County Tripartite Board and its representatives shall have access to any books, documents, papers, electronic data and records of the Sub-subrecipient which are pertinent to this Contract. The Sub-subrecipient shall immediately, upon receiving written instruction from the County or Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data and records of the Sub-subrecipient which are pertinent to this Contract. The Sub-subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the County or Agency.

E. **Availability of Funds**. Each payment obligation of the County is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the County at the end of the period for which the funds are available. The County shall notify the Sub-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 County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Contracts**. The County may award supplemental or successor contracts for work related to this Contract. The Sub-subrecipient shall cooperate fully with other sub-subrecipients and the County in all such cases.

G. **Insurance Coverage.** The Sub-subrecipient shall be required to obtain reasonable general liability and property insurance coverage to carry out the responsibilities of this Contract. Sub-subrecipient shall supply proof of insurance coverage to County.

H. **Unemployment Insurance**. The Sub-subrecipient shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance as required. Sub-subrecipient shall supply to County with a Certificate of Good Standing or other proof of unemployment insurance coverage.

I. **Workers' Compensation and Employer's Liability Insurance**. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Sub-subrecipient shall supply to County with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law.

J. **Compliance with Laws**. The Sub-subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

K. **Confidentiality of Information**. All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sub-subrecipient in the performance of this Contract shall be kept confidential by the Sub-subrecipient unless written permission is granted by the Agency through the County for its release. If and when Sub-subrecipient receives a request for information subject to this Contract, Sub-subrecipient shall notify County within ten (10) days of such request and not release information to a third party unless directed to do so by County.

L. **Entirety of Contract.** This Contract, consisting of eleven (11) pages; Attachment A, Statement of Work, consisting of two (2) pages; Attachment B, the Approved FFY 2027 Community Action Plan Mapping Summary, consisting of one (1) page; and Attachment C, Business Associate Agreement, consisting of four (4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

M. **Ethics.** Sub-subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing Sub-subrecipient's profession.

N. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the County and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto and shall be effective only after it is reduced to writing and executed by all parties to the Contract.

O. **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.

P. **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.

Q. **Independent Contractor**. The Sub-subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of Sweetwater County or State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Sub-subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Sub-subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Sub-subrecipient 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 Sub-subrecipient or its agents and/or employees to act as an agent or representative for or on

behalf of the State of Wyoming, the Agency or the County or to incur any obligation of any kind on the behalf of the State of Wyoming, the Agency or the County. The Sub-subrecipient agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to the State of Wyoming, Agency and County employees will inure to the benefit of the Sub-subrecipient or the Sub-subrecipient's agents and/or employees as a result of this Contract.

R. **Notices**. All notices arising out of, or from, the provisions of this Contract shall be in writing by email, regular mail or delivery in person at the address provided under this Contract.

S. **Ownership and Destruction of Documents and Information**. The Agency owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Sub-subrecipient in the performance of this Contract. County is responsible to Agency for these items. Upon termination of services, for any reason, Sub-subrecipient agrees to return all such original and derivative information/documents to the County 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.

T. **Patent or Copyright Protection.** The Sub-subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by Sub-subrecipient will violate any such restriction. The Sub-subrecipient shall defend and indemnify the County and the Agency for any infringement or alleged infringement of such patent, trademark, license, or other restrictions.

U. **Prior Approval**. This Contract shall not be binding upon either party, no services shall be performed, and County shall not draw warrants for payment, until this Contract has been fully executed, and approved as to form by the Sweetwater County Attorney's Office.

V. **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.

W. **Sovereign Immunity and Limitations.** Pursuant to Wyoming Statute § 1-39-104(a), the County, Agency, and State of Wyoming do not waive sovereign or governmental immunity by entering into this Contract, and expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyoming Statute § 1-39-101, *et seq*., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

X. **Taxes.** The Sub-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.

Y. **Termination of Contract.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated by the County immediately for cause if the Sub-subrecipient fails to perform in accordance with the terms and conditions of this

Contract. If at any time during the performance of this Contract, in the opinion of the County and/or the Sweetwater County Tripartite Board, the work is not progressing satisfactorily or within the terms of this Contract, then at the discretion of the County and after written notice to the Sub-subrecipient, the County may terminate this Contract or any part of it.

Z. **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 the 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 determining and performing their obligations under this Contract.

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

BB. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language of this Contract.

CC. **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.

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

The Effective Date of this Contract is when the Contract between the County and the Agency has been executed, and all signatures to this Contract have been obtained.

COUNTY: SWEETWATER COUNTY

_____ _____

Keaton D. West, Chairman — Date
Sweetwater County Board of County Commissioners

ATTEST:

_____ _____

Cynthia L. Swenson — Date
Sweetwater County Clerk

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM

_____ 9/15/26

John DeLeon — Date
Chief Deputy County Attorney

SUB-SUBRECIPIENT: ROCK SPRINGS YOUNG AT HEART

_____ _____

Signature of Board Chair — Date

_____

Print Name

_____ _____

Signature of Agency Director — Date

_____

Print Name

Attachment A – Statement of Work
FFY 2027 Community Services Block Grant

General Description

The Statement of Work (SOW) identifies and describes the important milestones and deliverables for the Contract between the County and the Sub-subrecipient.

Community Services Block Grant (CSBG) funds support services and activities that help low-income individuals and families overcome the effects of poverty and support their progress toward greater self-sufficiency. Funds have been allocated to the Sub-subrecipient to provide approved services in Sweetwater County, based on recommendations made by the Sweetwater County Tripartite Board.

The SOW is subject to the CSBG Act, Continuing Resolutions (CRs), CSBG Informational Memorandums (IMs), Community Services Program's (CSP) State Plan, CSP Policy and Procedures Manual, CSP Eligible Entity Assurances, and the CSP approved Community Action Plan.

CSBG Stipulations

This Contract is subject to the FFY 2027 CSBG State Management Plan and addendums, and the County's CSBG application. The Sub-subrecipient will:

1. Abide by the Community Services Block Grant Assurances.
2. Complete all required reports, invoices and other submissions according to the established timeline.
3. Use Agency's approved Data Reporting System for data collection, tracking, compiling, and reporting on client demographics, services provided, and outcomes achieved. Sub-subrecipient will notify the County of new user requests, role modifications and terminations within three days of user status change, sign any applicable Access Agreements, and sign any applicable End User License Agreements.
4. Conduct a time allocation analysis for any position dually funded with CSBG funds, and funds from other sources to account for apportioned time charged against this Contract.
5. Participate in annual Sub-subrecipient monitoring and demonstrate compliance as organized by the County.
6. Return any payments used for purposes not authorized or performed outside the terms of this Contract.
7. Refer, as appropriate, clients to the Wyoming Department of Workforce Services.
8. Refer, as appropriate, eligible parents and caregivers to the Wyoming Department of Family Services, Child Support Program, and have a poster or pamphlets available at the location of services, as applicable.
9. Maintain records, documents, and other evidence which sufficiently reflects all expenditures under this Contract for a period of five (5) years after the termination of this Contract. Such records shall be made available to the County, Agency or its designee, or the appropriate federal Agency for review and audit.
10. Ensure meals and travel charged to CSBG are not to exceed the U.S. General Services Administration (GSA) meals and incidental expenses (M&IE) rates.
11. Abide by the County's approved sub-subrecipient CSBG Budget. Any line-item modifications or transfers must be made by email in advance, and be approved by the County.
12. Adhere to the applicable Community Services Program Policies listed under CSBG Policy Index located at: **CSBG Policy Index.docx**

Unallowable Activities

A. CSBG funds must not be used for the purchase or improvement of land, or the purchase, construction, or

permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility, as described in section 678F(a) of the CSBG Act.

B. CSBG funds must not be used for the provision of services or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity.

Timeline and Deliverables

Invoices and/or deliverables not provided to the County by the due date may activate a Technical Assistance Plan, Quality Improvement Plan and/or additional monitoring by the County and/or Agency. The County and/or Agency may make changes without notice to Sub-subrecipient.

Deliverables	Date Due
Monthly Invoice/Voucher with supporting documents	Fifteenth of each month unless otherwise authorized
Monthly CSBG Detailed Expenditure Report	Fifteenth of each month unless otherwise authorized
Conduct and submit results of a Client Satisfaction Survey submitted in electronic format with narrative addressing conclusions and if any program changes are planned	1/31/2027
Organization-wide Financial Report (for the preceding fiscal year) submitted in electronic format	3/31/2027
Final FFY27 Invoice/Voucher with supporting documents	10/15/2027
Final FFY27 CSBG Detailed Expenditure Report	10/15/2027
Annual CSBG Service Report submitted in electronic format	TBD

Budget Narrative

The table below shows the approved budget, specific tasks, and completion date for the Contract. The approved budget by cost category is listed on the Monthly CSBG Detailed Expenditure Report provided by the County.

	Services	CSBG Domain	Budget	Completion Date
1.	Nutrition – Prepared Meals (SRV 5ii)	Health & Social/Behavioral Development	$13,585.00	September 30, 2027
2.	In-Home Affordable Seniors/Disabled Care Sessions (Nursing, chores, personal care services; food pick-up) (SRV 5i)		$44,480.37	

Attachment B – Approved FFY 2027 Community Action Plan Mapping Summary
FFY 2027 Community Services Block Grant

NATIONAL GOAL: Individuals and families with low-income are stable and achieve economic security		
National Performance Indicators (NPI) Outcomes		**FFY 2027 Targets # Unduplicated Clients**
FNPI 5f	Seniors (65+) maintained an independent living situation.	27
FNPI 5g	Individuals with disabilities maintained an independent living situation.	9
FNPI 5z1	Number of individuals who reported a better sense of food security.	11

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Attachment C – Business Associate Agreement
FFY 2027 Community Services Block Grant

1. **Parties**. The parties to this Agreement are Sweetwater County, referred to as "Covered Entity," whose address is 80 West Flaming Gorge Way, Suite 19, Green River, Wyoming, 82901 and Rock Springs Young At Heart, hereafter referred to as "Business Associate", whose address is 2400 Reagan Avenue, Rock Springs, WY 82901.

   The parties to this Agreement acknowledge that the County has an Agreement with the Wyoming Department of Health, Public Health Division (Agency). In this Agreement, Covered Entity and Business Associate are each a "party" and, collectively, are the "parties."

2. **Purpose of Agreement.** This Agreement seeks to ensure the privacy and security of protected health information as required by 45 C.F.R. Parts 160 and 164, as well as more stringent applicable Wyoming state law.

3. **Definitions.**

   A. **Catch-all definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

   B. **Specific definitions.**

      (i) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean Sweetwater County.

      (ii) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean Sweetwater County.

      (iii) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164. For purposes of this Agreement, the term also includes applicable Wyoming state law that is more stringent pursuant to 45 C.F.R. § 160.203, as relevant, including, but not limited to, Wyo. Stats. §§ 9-2-125, 9-2-126, 35-4-132, 42-4-112, and other state statutes and rules respecting the privacy of individuals.

4. **Obligations and Activities of Business Associate.** Business Associate agrees to:

   A. Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law.

   B. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement.

C. Report to Covered Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. § 164.410, and any security incident of which it becomes aware. The report of such use, disclosure, potential breach, or security incident to Covered Entity must be made within forty- eight (48) hours of discovery in writing by emailing the incident details to wyo.ruralhealth@wyo.gov and wdh-hipaa@wyo.gov. Upon report, Business Associate shall comply with Covered Entity's requests for additional information, including completion of forms provided by Covered Entity. At Covered Entity's discretion, Business Associate shall handle the required breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of Covered Entity, including covering the costs of such notifications.

D. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

E. Make available protected health information in a designated record set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524. Business Associate shall require the individual or the individual's designee to submit access requests in writing. Business Associate shall respond to a written access request as soon as reasonably practicable, and in no circumstance later than thirty (30) calendar days.

F. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R.
§ 164.526. If Business Associate receives a request to amend protected health information directly, Business Associate shall notify Covered Entity within three
(3) business days.

G. Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528. Business Associate shall comply with Covered Entity's request for such information within seven (7) business days following Covered Entity's request. If Business Associate receives a request for an accounting of disclosures directly, Business Associate will notify Covered Entity within three (3) business days.

H. Comply with the requirements of Subpart E of 45 C.F.R. Part 164 that apply to Covered Entity to the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E in the performance of such obligations.

I. Make its internal practices, books, and records available to the Secretary and Covered Entity for purposes of determining Business Associate and Covered Entity's compliance with the HIPAA Rules. Business Associate shall inform Covered Entity if Business Associate provides such information to the Secretary.

J. Provide notice within seven (7) business days of any event that triggers Business Associate's obligation to notify Covered Entity unless otherwise provided.

5. **Permitted Uses and Disclosures by Business Associate.**

A. Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract between the parties into which this Agreement is

incorporated.

B. Business Associate may use or disclose protected health information as required by law.

C. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

D. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in Subsections E, F, or G of Section 6.

E. Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

F. Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

G. Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.

6. Responsibilities of Covered Entity. Covered Entity agrees to:

A. Notify Business Associate of any limitation in the notice of privacy practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

B. Notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes affect Business Associate's use or disclosure of protected health information.

C. Notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

D. Not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity, except for data aggregation or management and administrative activities of Business Associate.

7. **General Provisions.**

A. **Amendments**. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

B. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

C. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

D. **Termination.** This Agreement may be terminated by Covered Entity without cause in accordance with the terms and procedures outlined in the Contract or by Covered Entity immediately for cause if Covered Entity determines Business Ássociate has violated a material term of this Agreement.

(i) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that Business Associate still maintains in any form;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in Paragraph (i), for as long as Business Associate retains the protected health information;

(d) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Subsections E, F, G in Section 6 which applied prior to termination; and

(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(ii) Survival. The obligations of Business Associate under Paragraph (i) shall survive the termination of this Agreement.

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FFY 2027 COMMUNITY SERVICES BLOCK GRANT CONTRACT BETWEEN SWEETWATER COUNTY AND SWEETWATER FAMILY RESOURCE CENTER

1. **Parties.** The parties to this Contract are Sweetwater County, referred to as "County," whose address is 80 West Flaming Gorge Way, Suite 19, Green River, Wyoming, 82901 and Sweetwater Family Resource Center, hereafter referred to as "Sub-subrecipient", whose address is 510 Main St., Rock Springs, WY 82901.

   The parties to this Contract acknowledge that County has a Contract with the Wyoming Department of Health, Public Health Division (Agency), whereby the Agency provides funding which County uses to reimburse for services that are recommended by the Sweetwater County Tripartite Board and are provided by Sub-subrecipient.

   This Contract pertains to the Community Services Program and the Sweetwater County Tripartite Board.

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Sub-subrecipient shall provide services with Community Services Block Grant (CSBG) funding in Sweetwater County, Wyoming to assist low-income individuals and families with activities and supportive services that empower them to overcome the effects of poverty and to support their progress toward greater self-sufficiency.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The Performance Period of this Contract is from October 1, 2026, through September 30, 2027. All services and expenditures shall be completed during this term.

   There is no right of extension, and any extension will be determined at the discretion of the County.

4. **Payment.**

   A. The County agrees to pay the Sub-subrecipient for the services described in Attachment A, Statement of Work (SOW), which is attached to and incorporated into this Contract by this reference. The total payment under this Contract shall not exceed One Hundred Twenty-Six Thousand Five Hundred Dollars ($126,500.00) in CSBG funding. Payments shall be made through the Sweetwater County Grants Department on Sweetwater County vouchers with an invoice for services dated no more than two months prior to the Sub-subrecipient's dated signature on the voucher unless otherwise permitted. Sub-subrecipients must utilize the invoice numbering and Project codes template provided to them by the County.

      Invoices and supporting documentation, including empowOR services and income eligibility reports for clients served, shall be submitted in sufficient detail to ensure that payments may be made in conformance and compliance with this Contract. Payroll documents are required for CSBG-funded positions, and must include time and attendance forms and itemized proof of payment(s) to employee(s).

      Copies of checks and bank statements showing proof of cleared checks are required for programs

providing housing such as rent, deposits and utilities.

Any transfers of CSBG funding must be requested by email and approved in advance by the County.

B. The maximum amount of federal funds provided under Assistance Listing 93.569 shall not exceed One Hundred Twenty-Six Thousand Five Hundred Dollars ($126,500.00), Federal Award Number 2601WYCOSR.

C. No payment shall be made for work performed before or after the Term of this Contract. Should the Sub-subrecipient 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 Sub-subrecipient performs its duties and responsibilities to the satisfaction of County.

D. Except as otherwise provided in this Contract, the Sub-subrecipient shall pay all costs and expenses, including travel, incurred by the Sub-subrecipient or on its behalf in connection with Sub-subrecipient's performance and compliance with all of Sub-subrecipient's obligations under this Contract.

5. **Responsibilities of Sub-subrecipient.** The Sub-subrecipient agrees to:

A. Complete the stipulations, timelines and approved budget requirements described in Attachment A, Statement of Work.

B. Submit monthly invoices for reimbursement using a template provided by County, and corresponding required documents including receipts and monthly detailed financial reports in accordance with Section 4 above.

C. Improve the well-being and potential of people in poverty by providing social services as outlined in Attachment B, the approved FFY 2027 Community Action Plan Mapping Worksheet which is incorporated by this reference.

D. Abide by the terms in Attachment C, Business Associates Agreement, which is attached to and incorporated into this Agreement by this reference.

6. **Responsibilities of County.** The County agrees to:

A. Pay Sub-subrecipient in accordance with Section 4 above.

B. Recognize that this Contract is subject to the Wyoming CSBG State Management Plan and the Sub-subrecipient's FFY 2027 CSBG approved CSBG Community Action Plan, both of which can be located for review at the Agency and are incorporated into this Contract by reference.

C. Consult with the Sub-subrecipient, as necessary, regarding the requirements of this Contract.

D. Monitor and evaluate the Sub-subrecipient's compliance with the conditions set forth in this Contract.

E. Provide training and technical assistance as necessary.

7. **Special Provisions.**

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

B. **Environmental Policy Acts**. Sub-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.

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

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

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

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

D. **Kickbacks**. Sub-subrecipient 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 Sub-subrecipient breaches or violates this warranty, County may, at its discretion, terminate this Contract without liability to County, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

E. **Limitations on Lobbying Activities.** By signing this Contract, Sub-subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Sub-subrecipient in connection with lobbying member(s) of Congress, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

F. **Monitoring Activities.** Agency, County and members of the Sweetwater County Tripartite Board shall have the right to monitor all activities related to this Contract that are performed by Sub-subrecipient. 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 Contract; and, to observe personnel in every phase of performance of the related work.

G. **Nondiscrimination.** The Sub-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 Contract.

H. **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.

I. **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 Sub-subrecipient and related to the services and work to be performed under this Contract, shall identify Wyoming Department of Health, Public Health Division and Sweetwater County as the sponsoring agencies and shall not be released without prior written approval of County.

J. **Suspension and Debarment**. By signing this Contract, Sub-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 Contract suspended, debarred, or voluntarily excluded by any federal department or County in accordance with Executive Order 12549 (Debarment and Suspension) and 2 CFR Part 180, or are on the disbarred, or otherwise ineligible vendors lists maintained by the federal government. Further, Sub-subrecipient agrees to notify County by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

K. **Administration of Federal Funds.** Sub-subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200 *et seq.*; Subtitle B of Public Law 105-285, the "Community Services Black Grant Act"; CFR Title 45, Part 96, Subpart I; the most current U.S. Department of Health and Human Services Poverty Guidelines, which are incorporated into this Contract by this reference; any additional requirements set forth by the federal agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the County.

Pursuant to 2 CFR § 200.208, the County may adjust specific Federal award conditions as needed during the term of the Contract. If the County is imposing additional requirements, they will notify the Sub-subrecipient in accordance with 2 CFR § 200.208(d).

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

M. **Federal Audit Requirements.** Sub-subrecipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal funds during its fiscal year,

it must undergo an organization-wide financial and compliance single audit. Sub-subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR 200, Subpart F. If findings are made which cover any part of this Contract, Sub-subrecipient shall provide one (1) copy of the audit report to County and require the release of its audit report by its auditor be held until adjusting entries are disclosed and made to County's records.

N. **Non-Supplanting Certification.** Sub-subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds and shall not replace (supplant) funds that have been appropriated for the same purpose. Sub-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 Contract.

O **Applicability of Appendix II to 2 CFR Part 200.** This Contract has been funded, in whole or in part, with an Award of Federal Funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Contract, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Contract. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the County may terminate this Contract. This remedy will be in addition to any other remedy available to the County, the State of Wyoming and the Agency under this Contract, at law, or in equity.

P. **Construction Prohibitions**. Sub-subrecipient agrees this Contract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.

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

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

The above language must be included in any subcontracts that contain provisions for children's

services and that all Sub-subrecipients shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to one thousand dollars ($1,000.00) per day.

S. **Purchase of American-Made Equipment**. Sub-subrecipient agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American made.

T. **Religious Activities**. The Sub-subrecipient and any entity hired by the Sub-subrecipient shall not use the CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.

U. **Whistleblower Protection Act.** Pursuant to 41 U.S.C. § 4712, an employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate, discover, or terminate for misconduct), a court or grand jury, the head of a federal agency, or their representatives, information that the employee reasonably believes is evidence of:

(i) Gross mismanagement of an Agency Contract, Contract or grant relating to covered funds;
(ii) A gross waste of covered funds;
(iii) A substantial and specific danger to public health or safety related to the implementation or use of covered funds;
(iv) An abuse of authority related to the implementation or use of covered funds;
(v) A violation of law, rule, or regulation related to an Agency Contract (including the competition for or negotiation of a Contract) or grant, awarded or issued relating to covered funds.

8. **General Provisions.**

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

B. **Applicable Law, Rules of Construction, and Venue**. The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Third Judicial District, Sweetwater County, Wyoming.

C. **Assignment Prohibited and Contract Shall Not be 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 Sub-subrecipient shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the County.

D. **Audit and Access to Records**. The Agency, County, Sweetwater County Tripartite Board and its representatives shall have access to any books, documents, papers, electronic data and records of the Sub-subrecipient which are pertinent to this Contract. The Sub-subrecipient shall immediately, upon receiving written instruction from the County or Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data and records of the Sub-subrecipient which are pertinent to this Contract. The Sub-subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the County or Agency.

E. **Availability of Funds**. Each payment obligation of the County is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the County at the end of the period for which the funds are available. The County shall notify the Sub-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 County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Contracts**. The County may award supplemental or successor contracts for work related to this Contract. The Sub-subrecipient shall cooperate fully with other sub-subrecipients and the County in all such cases.

G. **Insurance Coverage.** The Sub-subrecipient shall be required to obtain reasonable general liability and property insurance coverage to carry out the responsibilities of this Contract. Sub-subrecipient shall supply proof of insurance coverage to County.

H. **Unemployment Insurance**. The Sub-subrecipient shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance as required. Sub-subrecipient shall supply to County with a Certificate of Good Standing or other proof of unemployment insurance coverage.

I. **Workers' Compensation and Employer's Liability Insurance**. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Sub-subrecipient shall supply to County with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law.

J. **Compliance with Laws**. The Sub-subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

K. **Confidentiality of Information**. All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sub-subrecipient in the performance of this Contract shall be kept confidential by the Sub-subrecipient unless written permission is granted by the Agency through the County for its release. If and when Sub-subrecipient receives a request for information subject to this Contract, Sub-subrecipient shall notify County within ten (10) days of such request and not release information to a third party unless directed to do so by County.

L. **Entirety of Contract.** This Contract, consisting of eleven (11) pages; Attachment A, Statement of Work, consisting of two (2) pages; Attachment B, the Approved FFY 2027 Community Action Plan Mapping Summary, consisting of one (1) page; and Attachment C, Business Associate Agreement, consisting of four (4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

M. **Ethics.** Sub-subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing Sub-subrecipient's profession.

N. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the County and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto and shall be effective only after it is reduced to writing and executed by all parties to the Contract.

O. **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.

P. **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.

Q. **Independent Contractor**. The Sub-subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of Sweetwater County or State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Sub-subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Sub-subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Sub-subrecipient 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 Sub-subrecipient or its agents and/or employees to act as an agent or representative for or on

behalf of the State of Wyoming, the Agency or the County or to incur any obligation of any kind on the behalf of the State of Wyoming, the Agency or the County. The Sub-subrecipient agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to the State of Wyoming, Agency and County employees will inure to the benefit of the Sub-subrecipient or the Sub-subrecipient's agents and/or employees as a result of this Contract.

R. **Notices**. All notices arising out of, or from, the provisions of this Contract shall be in writing by email, regular mail or delivery in person at the address provided under this Contract.

S. **Ownership and Destruction of Documents and Information**. The Agency owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Sub-subrecipient in the performance of this Contract. County is responsible to Agency for these items. Upon termination of services, for any reason, Sub-subrecipient agrees to return all such original and derivative information/documents to the County 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.

T. **Patent or Copyright Protection.** The Sub-subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by Sub-subrecipient will violate any such restriction. The Sub-subrecipient shall defend and indemnify the County and the Agency for any infringement or alleged infringement of such patent, trademark, license, or other restrictions.

U. **Prior Approval**. This Contract shall not be binding upon either party, no services shall be performed, and County shall not draw warrants for payment, until this Contract has been fully executed, and approved as to form by the Sweetwater County Attorney's Office.

V. **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.

W. **Sovereign Immunity and Limitations.** Pursuant to Wyoming Statute § 1-39-104(a), the County, Agency, and State of Wyoming do not waive sovereign or governmental immunity by entering into this Contract, and expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyoming Statute § 1-39-101, *et seq.*, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

X. **Taxes.** The Sub-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.

Y. **Termination of Contract.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated by the County immediately for cause if the Sub-subrecipient fails to perform in accordance with the terms and conditions of this

Contract. If at any time during the performance of this Contract, in the opinion of the County and/or the Sweetwater County Tripartite Board, the work is not progressing satisfactorily or within the terms of this Contract, then at the discretion of the County and after written notice to the Sub-subrecipient, the County may terminate this Contract or any part of it.

Z. **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 the 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 determining and performing their obligations under this Contract.

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

BB. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language of this Contract.

CC. **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.

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

The Effective Date of this Contract is when the Contract between the County and the Agency has been executed, and all signatures to this Contract have been obtained.

COUNTY: SWEETWATER COUNTY

_____ _____

Keaton D. West, Chairman — Date
Sweetwater County Board of County Commissioners

ATTEST:

_____ _____

Cynthia L. Swenson — Date
Sweetwater County Clerk

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM

_____ 9/15/26

John DeLeon — Date
Chief Deputy County Attorney

SUB-SUBRECIPIENT: SWEETWATER FAMILY RESOURCE CENTER

_____ _____

Signature of Board Chair — Date

_____

Print Name

_____ _____

Signature of Agency Director — Date

_____

Print Name

Attachment A – Statement of Work
FFY 2027 Community Services Block Grant

General Description

The Statement of Work (SOW) identifies and describes the important milestones and deliverables for the Contract between the County and the Sub-subrecipient.

Community Services Block Grant (CSBG) funds support services and activities that help low-income individuals and families overcome the effects of poverty and support their progress toward greater self-sufficiency. Funds have been allocated to the Sub-subrecipient to provide approved services in Sweetwater County, based on recommendations made by the Sweetwater County Tripartite Board.

The SOW is subject to the CSBG Act, Continuing Resolutions (CRs), CSBG Informational Memorandums (IMs), Community Services Program's (CSP) State Plan, CSP Policy and Procedures Manual, CSP Eligible Entity Assurances, and the CSP approved Community Action Plan.

CSBG Stipulations

This Contract is subject to the FFY 2027 CSBG State Management Plan and addendums, and the County's CSBG application. The Sub-subrecipient will:

1. Abide by the Community Services Block Grant Assurances.
2. Complete all required reports, invoices and other submissions according to the established timeline.
3. Use Agency's approved Data Reporting System for data collection, tracking, compiling, and reporting on client demographics, services provided, and outcomes achieved. Sub-subrecipient will notify the County of new user requests, role modifications and terminations within three days of user status change, sign any applicable Access Agreements, and sign any applicable End User License Agreements.
4. Conduct a time allocation analysis for any position dually funded with CSBG funds, and funds from other sources to account for apportioned time charged against this Contract.
5. Participate in annual Sub-subrecipient monitoring and demonstrate compliance as organized by the County.
6. Return any payments used for purposes not authorized or performed outside the terms of this Contract.
7. Refer, as appropriate, clients to the Wyoming Department of Workforce Services.
8. Refer, as appropriate, eligible parents and caregivers to the Wyoming Department of Family Services, Child Support Program, and have a poster or pamphlets available at the location of services, as applicable.
9. Maintain records, documents, and other evidence which sufficiently reflects all expenditures under this Contract for a period of five (5) years after the termination of this Contract. Such records shall be made available to the County, Agency or its designee, or the appropriate federal Agency for review and audit.
10. Ensure meals and travel charged to CSBG are not to exceed the U.S. General Services Administration (GSA) meals and incidental expenses (M&IE) rates.
11. Abide by the County's approved sub-subrecipient CSBG Budget. Any line-item modifications or transfers must be made by email in advance, and be approved by the County.
12. Adhere to the applicable Community Services Program Policies listed under CSBG Policy Index located at: **CSBG Policy Index.docx**

Unallowable Activities

A. CSBG funds must not be used for the purchase or improvement of land, or the purchase, construction, or

permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility, as described in section 678F(a) of the CSBG Act.

B. CSBG funds must not be used for the provision of services or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity.

Timeline and Deliverables

Invoices and/or deliverables not provided to the County by the due date may activate a Technical Assistance Plan, Quality Improvement Plan and/or additional monitoring by the County and/or Agency. The County and/or Agency may make changes without notice to Sub-subrecipient.

Deliverables	Date Due
Monthly Invoice/Voucher with supporting documents	Fifteenth of each month unless otherwise authorized
Monthly CSBG Detailed Expenditure Report	Fifteenth of each month unless otherwise authorized
Conduct and submit results of a Client Satisfaction Survey submitted in electronic format with narrative addressing conclusions and if any program changes are planned	1/31/2027
Organization-wide Financial Report (for the preceding fiscal year) submitted in electronic format	3/31/2027
Final FFY27 Invoice/Voucher with supporting documents	10/15/2027
Final FFY27 CSBG Detailed Expenditure Report	10/15/2027
Annual CSBG Service Report submitted in electronic format	TBD

Budget Narrative

The table below shows the approved budget, specific tasks, and completion date for the Contract. The approved budget by cost category is listed on the Monthly CSBG Detailed Expenditure Report provided by the County.

Services		CSBG Domain	Budget	Completion Date
1.	Rent payments, including emergency rent (SRV 4c)	Housing	$126,500.00	September 30, 2027
2.	Deposit Payments (SRV 4d)			
3.	Utility payments (SRV 4i)			
4.	Eligibility Determinations (SRV 7b)			

Attachment B – Approved FFY 2027 Community Action Plan Mapping Summary
FFY 2027 Community Services Block Grant

NATIONAL GOAL: Individuals and families with low-income are stable and achieve economic security		
National Performance Indicators (NPI) Outcomes		**FFY 2027 Targets # Unduplicated Clients**
FNPI 4b	Individuals obtained safe and affordable housing.	60
FNPI 4e	Individuals who avoided eviction.	140
FNPI 4z.3	Number of individuals who avoided a utility shut-off.	100

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Attachment C – Business Associate Agreement
FFY 2027 Community Services Block Grant

1. **Parties**. The parties to this Agreement are Sweetwater County, referred to as "Covered Entity," whose address is 80 West Flaming Gorge Way, Suite 19, Green River, Wyoming, 82901 and Sweetwater Family Resource Center, hereafter referred to as "Business Associate", whose address is 649 N. Front St. Unit A, Rock Springs, WY 82901. .

   The parties to this Agreement acknowledge that the County has an Agreement with the Wyoming Department of Health, Public Health Division (Agency). In this Agreement, Covered Entity and Business Associate are each a "party" and, collectively, are the "parties."

2. **Purpose of Agreement.** This Agreement seeks to ensure the privacy and security of protected health information as required by 45 C.F.R. Parts 160 and 164, as well as more stringent applicable Wyoming state law.

3. **Definitions.**

   A. **Catch-all definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

   B. **Specific definitions.**

      (i) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean Sweetwater County.

      (ii) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean Sweetwater County.

      (iii) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164. For purposes of this Agreement, the term also includes applicable Wyoming state law that is more stringent pursuant to 45 C.F.R. § 160.203, as relevant, including, but not limited to, Wyo. Stats. §§ 9-2-125, 9-2-126, 35-4-132, 42-4-112, and other state statutes and rules respecting the privacy of individuals.

4. **Obligations and Activities of Business Associate.** Business Associate agrees to:

   A. Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law.

   B. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement.

C. Report to Covered Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. § 164.410, and any security incident of which it becomes aware. The report of such use, disclosure, potential breach, or security incident to Covered Entity must be made within forty- eight (48) hours of discovery in writing by emailing the incident details to wyo.ruralhealth@wyo.gov and wdh-hipaa@wyo.gov. Upon report, Business Associate shall comply with Covered Entity's requests for additional information, including completion of forms provided by Covered Entity. At Covered Entity's discretion, Business Associate shall handle the required breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of Covered Entity, including covering the costs of such notifications.

D. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

E. Make available protected health information in a designated record set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524. Business Associate shall require the individual or the individual's designee to submit access requests in writing. Business Associate shall respond to a written access request as soon as reasonably practicable, and in no circumstance later than thirty (30) calendar days.

F. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R.
§ 164.526. If Business Associate receives a request to amend protected health information directly, Business Associate shall notify Covered Entity within three
(3) business days.

G. Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528. Business Associate shall comply with Covered Entity's request for such information within seven (7) business days following Covered Entity's request. If Business Associate receives a request for an accounting of disclosures directly, Business Associate will notify Covered Entity within three (3) business days.

H. Comply with the requirements of Subpart E of 45 C.F.R. Part 164 that apply to Covered Entity to the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E in the performance of such obligations.

I. Make its internal practices, books, and records available to the Secretary and Covered Entity for purposes of determining Business Associate and Covered Entity's compliance with the HIPAA Rules. Business Associate shall inform Covered Entity if Business Associate provides such information to the Secretary.

J. Provide notice within seven (7) business days of any event that triggers Business Associate's obligation to notify Covered Entity unless otherwise provided.

5. **Permitted Uses and Disclosures by Business Associate.**

A. Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract between the parties into which this Agreement is

incorporated.

B. Business Associate may use or disclose protected health information as required by law.

C. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

D. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in Subsections E, F, or G of Section 6.

E. Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

F. Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

G. Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.

6. Responsibilities of Covered Entity. Covered Entity agrees to:

A. Notify Business Associate of any limitation in the notice of privacy practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

B. Notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes affect Business Associate's use or disclosure of protected health information.

C. Notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

D. Not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity, except for data aggregation or management and administrative activities of Business Associate.

7. **General Provisions.**

A. **Amendments**. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

B. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

C. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

D. **Termination.** This Agreement may be terminated by Covered Entity without cause in accordance with the terms and procedures outlined in the Contract or by Covered Entity immediately for cause if Covered Entity determines Business Associate has violated a material term of this Agreement.

(i) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that Business Associate still maintains in any form;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in Paragraph (i), for as long as Business Associate retains the protected health information;

(d) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Subsections E, F, G in Section 6 which applied prior to termination; and

(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(ii) Survival. The obligations of Business Associate under Paragraph (i) shall survive the termination of this Agreement.

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FFY 2027 COMMUNITY SERVICES BLOCK GRANT CONTRACT BETWEEN SWEETWATER COUNTY AND SWEETWATER COUNTY TRANSIT AUTHORITY

1. **Parties.** The parties to this Contract are Sweetwater County, referred to as "County," whose address is 80 West Flaming Gorge Way, Suite 19, Green River, Wyoming, 82901 and Sweetwater County Transit Authority, hereafter referred to as "Sub-subrecipient", whose address is 1471 Dewar Drive Suite 247, Rock Springs, WY 82901.

   The parties to this Contract acknowledge that County has a Contract with the Wyoming Department of Health, Public Health Division (Agency), whereby the Agency provides funding which County uses to reimburse for services that are recommended by the Sweetwater County Tripartite Board and are provided by Sub-subrecipient.

   This Contract pertains to the Community Services Program and the Sweetwater County Tripartite Board.

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Sub-subrecipient shall provide services with Community Services Block Grant (CSBG) funding in Sweetwater County, Wyoming to assist low-income individuals and families with activities and supportive services that empower them to overcome the effects of poverty and to support their progress toward greater self-sufficiency.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The Performance Period of this Contract is from October 1, 2026, through September 30, 2027. All services and expenditures shall be completed during this term.

   There is no right of extension, and any extension will be determined at the discretion of the County.

4. **Payment.**

   A. The County agrees to pay the Sub-subrecipient for the services described in Attachment A, Statement of Work (SOW), which is attached to and incorporated into this Contract by this reference. The total payment under this Contract shall not exceed Thirteen Thousand Five-Hundred Dollars ($13,500.00) in CSBG funding. Payments shall be made through the Sweetwater County Grants Department on Sweetwater County vouchers with an invoice for services dated no more than two months prior to the Sub-subrecipient's dated signature on the voucher unless otherwise permitted. Sub-subrecipients must utilize the invoice numbering and Project codes template provided to them by the County.

      Invoices and supporting documentation, including empowOR services and income eligibility reports for clients served, shall be submitted in sufficient detail to ensure that payments may be made in conformance and compliance with this Contract. Payroll documents are required for CSBG-funded positions, and must include time and attendance forms and itemized proof of payment(s) to employee(s).

      Any transfers of CSBG funding must be requested by email and approved in advance by the

County.

B. The maximum amount of federal funds provided under Assistance Listing 93.569 shall not exceed Thirteen Thousand Five-Hundred Dollars ($13,500.00), Federal Award Number 2601WYCOSR.

C. No payment shall be made for work performed before or after the Term of this Contract. Should the Sub-subrecipient 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 Sub-subrecipient performs its duties and responsibilities to the satisfaction of County.

D. Except as otherwise provided in this Contract, the Sub-subrecipient shall pay all costs and expenses, including travel, incurred by the Sub-subrecipient or on its behalf in connection with Sub-subrecipient's performance and compliance with all of Sub-subrecipient's obligations under this Contract.

5. **Responsibilities of Sub-subrecipient.** The Sub-subrecipient agrees to:

A. Complete the stipulations, timelines and approved budget requirements described in Attachment A, Statement of Work.

B. Submit monthly invoices for reimbursement using a template provided by County, and corresponding required documents including receipts and monthly detailed financial reports in accordance with Section 4 above.

C. Improve the well-being and potential of people in poverty by providing social services as outlined in Attachment B, the approved FFY 2027 Community Action Plan Mapping Worksheet which is incorporated by this reference.

D. Abide by the terms in Attachment C, Business Associates Agreement, which is attached to and incorporated into this Agreement by this reference.

6. **Responsibilities of County.** The County agrees to:

A. Pay Sub-subrecipient in accordance with Section 4 above.

B. Recognize that this Contract is subject to the Wyoming CSBG State Management Plan and the Sub-subrecipient's FFY 2027 CSBG approved CSBG Community Action Plan, both of which can be located for review at the Agency and are incorporated into this Contract by reference.

C. Consult with the Sub-subrecipient, as necessary, regarding the requirements of this Contract.

D. Monitor and evaluate the Sub-subrecipient's compliance with the conditions set forth in this Contract.

E. Provide training and technical assistance as necessary.

7. **Special Provisions.**

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

B. **Environmental Policy Acts**. Sub-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.

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

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

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

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

D. **Kickbacks**. Sub-subrecipient 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 Sub-subrecipient breaches or violates this warranty, County may, at its discretion, terminate this Contract without liability to County, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

E. **Limitations on Lobbying Activities.** By signing this Contract, Sub-subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Sub-subrecipient in connection with lobbying member(s) of Congress, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

F. **Monitoring Activities.** Agency, County and members of the Sweetwater County Tripartite Board shall have the right to monitor all activities related to this Contract that are performed by Sub-subrecipient. 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 Contract; and, to observe personnel in every phase of performance of the related work.

G. **Nondiscrimination.** The Sub-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 Contract.

H. **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.

I. **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 Sub-subrecipient and related to the services and work to be performed under this Contract, shall identify Wyoming Department of Health, Public Health Division and Sweetwater County as the sponsoring agencies and shall not be released without prior written approval of County.

J. **Suspension and Debarment**. By signing this Contract, Sub-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 Contract suspended, debarred, or voluntarily excluded by any federal department or County in accordance with Executive Order 12549 (Debarment and Suspension) and 2 CFR Part 180, or are on the disbarred, or otherwise ineligible vendors lists maintained by the federal government. Further, Sub-subrecipient agrees to notify County by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

K. **Administration of Federal Funds.** Sub-subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200 *et seq.*; Subtitle B of Public Law 105-285, the "Community Services Black Grant Act"; CFR Title 45, Part 96, Subpart I; the most current U.S. Department of Health and Human Services Poverty Guidelines, which are incorporated into this Contract by this reference; any additional requirements set forth by the federal agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the County.

Pursuant to 2 CFR § 200.208, the County may adjust specific Federal award conditions as needed during the term of the Contract. If the County is imposing additional requirements, they will notify the Sub-subrecipient in accordance with 2 CFR § 200.208(d).

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

M. **Federal Audit Requirements**. Sub-subrecipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Sub-subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR 200, Subpart F. If findings are made which cover any part of this Contract, Sub-subrecipient shall provide one (1) copy of the audit report to

County and require the release of its audit report by its auditor be held until adjusting entries are disclosed and made to County's records.

N. **Non-Supplanting Certification.** Sub-subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds and shall not replace (supplant) funds that have been appropriated for the same purpose. Sub-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 Contract.

O **Applicability of Appendix II to 2 CFR Part 200.** This Contract has been funded, in whole or in part, with an Award of Federal Funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Contract, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Contract. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the County may terminate this Contract. This remedy will be in addition to any other remedy available to the County, the State of Wyoming and the Agency under this Contract, at law, or in equity.

P. **Construction Prohibitions**. Sub-subrecipient agrees this Contract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.

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

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

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

S. **Purchase of American-Made Equipment**. Sub-subrecipient agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American made.

T. **Religious Activities**. The Sub-subrecipient and any entity hired by the Sub-subrecipient shall not use the CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.

U. **Whistleblower Protection Act.** Pursuant to 41 U.S.C. § 4712, an employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate, discover, or terminate for misconduct), a court or grand jury, the head of a federal agency, or their representatives, information that the employee reasonably believes is evidence of:

(i) Gross mismanagement of an Agency Contract, Contract or grant relating to covered funds;
(ii) A gross waste of covered funds;
(iii) A substantial and specific danger to public health or safety related to the implementation or use of covered funds;
(iv) An abuse of authority related to the implementation or use of covered funds;
(v) A violation of law, rule, or regulation related to an Agency Contract (including the competition for or negotiation of a Contract) or grant, awarded or issued relating to covered funds.

8. General Provisions.

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

B. **Applicable Law, Rules of Construction, and Venue**. The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Third Judicial District, Sweetwater County, Wyoming.

C. **Assignment Prohibited and Contract Shall Not be 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 Sub-subrecipient shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the County.

D. **Audit and Access to Records**. The Agency, County, Sweetwater County Tripartite Board and its representatives shall have access to any books, documents, papers, electronic data and records of the Sub-subrecipient which are pertinent to this Contract. The Sub-subrecipient shall immediately, upon receiving written instruction from the County or Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data and records of the Sub-subrecipient which are pertinent to this Contract. The Sub-subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the County or Agency.

E. **Availability of Funds**. Each payment obligation of the County is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the County at the end of the period for which the funds are available. The County shall notify the Sub-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 County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Contracts.** The County may award supplemental or successor contracts for work related to this Contract. The Sub-subrecipient shall cooperate fully with other sub-subrecipients and the County in all such cases.

G. **Insurance Coverage.** The Sub-subrecipient shall be required to obtain reasonable general liability and property insurance coverage to carry out the responsibilities of this Contract. Sub-subrecipient shall supply proof of insurance coverage to County.

H. **Unemployment Insurance**. The Sub-subrecipient shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance as required. Sub-subrecipient shall supply to County with a Certificate of Good Standing or other proof of unemployment insurance coverage.

I. **Workers' Compensation and Employer's Liability Insurance**. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Sub-subrecipient shall supply to County with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law.

J. **Compliance with Laws**. The Sub-subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

K. **Confidentiality of Information**. All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sub-subrecipient in the performance of this Contract shall be kept confidential by the Sub-subrecipient unless written permission is granted by the Agency through the County for its release. If and when Sub-subrecipient receives a request for information subject to this Contract, Sub-subrecipient shall

notify County within ten (10) days of such request and not release information to a third party unless directed to do so by County.

L. **Entirety of Contract.** This Contract, consisting of eleven (11) pages; Attachment A, Statement of Work, consisting of two (2) pages; Attachment B, the Approved FFY 2027 Community Action Plan Mapping Summary, consisting of one (1) page; and Attachment C, Business Associate Agreement, consisting of four (4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

M. **Ethics.** Sub-subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing Sub-subrecipient's profession.

N. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the County and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto and shall be effective only after it is reduced to writing and executed by all parties to the Contract.

O. **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.

P. **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.

Q. **Independent Contractor**. The Sub-subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of Sweetwater County or State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Sub-subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Sub-subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Sub-subrecipient 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 Sub-subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming, the Agency or the County or to incur any obligation of any kind on the behalf of the State of Wyoming, the Agency or the County. The Sub-subrecipient agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to the State of Wyoming, Agency and County employees will inure to the benefit of the Sub-subrecipient or the Sub-subrecipient's agents and/or employees as a result of this Contract.

R. **Notices**. All notices arising out of, or from, the provisions of this Contract shall be in writing by email, regular mail or delivery in person at the address provided under this Contract.

S. **Ownership and Destruction of Documents and Information**. The Agency owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Sub-subrecipient in the performance of this Contract. County is responsible to Agency for these items. Upon termination of services, for any reason, Sub-subrecipient agrees to return all such original and derivative information/documents to the County 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.

T. **Patent or Copyright Protection.** The Sub-subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by Sub-subrecipient will violate any such restriction. The Sub-subrecipient shall defend and indemnify the County and the Agency for any infringement or alleged infringement of such patent, trademark, license, or other restrictions.

U. **Prior Approval**. This Contract shall not be binding upon either party, no services shall be performed, and County shall not draw warrants for payment, until this Contract has been fully executed, and approved as to form by the Sweetwater County Attorney's Office.

V. **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.

W. **Sovereign Immunity and Limitations.** Pursuant to Wyoming Statute § 1-39-104(a), the County, Agency, and State of Wyoming do not waive sovereign or governmental immunity by entering into this Contract, and expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyoming Statute § 1-39-101, *et seq.*, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

X. **Taxes.** The Sub-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.

Y. **Termination of Contract.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated by the County immediately for cause if the Sub-subrecipient fails to perform in accordance with the terms and conditions of this Contract. If at any time during the performance of this Contract, in the opinion of the County and/or the Sweetwater County Tripartite Board, the work is not progressing satisfactorily or within the terms of this Contract, then at the discretion of the County and after written notice to the Sub-subrecipient, the County may terminate this Contract or any part of it.

Z. **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 the 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 determining and performing their obligations under this Contract.

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

BB. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language of this Contract.

CC. **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.

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

The Effective Date of this Contract is when the Contract between the County and the Agency has been executed, and all signatures to this Contract have been obtained.

COUNTY: SWEETWATER COUNTY

_____ _____

Keaton D. West, Chairman — Date
Sweetwater County Board of County Commissioners

ATTEST:

_____ _____

Cynthia L. Swenson — Date
Sweetwater County Clerk

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM

_____ 9/15/26

John DeLeon — Date
Chief Deputy County Attorney

SUB-SUBRECIPIENT: SWEETWATER COUNTY TRANSIT AUTHORITY

_____ _____

Signature of Board Chair — Date

_____

Print Name

_____ _____

Signature of Agency Director — Date

_____

Print Name

Attachment A – Statement of Work
FFY 2027 Community Services Block Grant

General Description

The Statement of Work (SOW) identifies and describes the important milestones and deliverables for the Contract between the County and the Sub-subrecipient.

Community Services Block Grant (CSBG) funds support services and activities that help low-income individuals and families overcome the effects of poverty and support their progress toward greater self-sufficiency. Funds have been allocated to the Sub-subrecipient to provide approved services in Sweetwater County, based on recommendations made by the Sweetwater County Tripartite Board.

The SOW is subject to the CSBG Act, Continuing Resolutions (CRs), CSBG Informational Memorandums (IMs), Community Services Program's (CSP) State Plan, CSP Policy and Procedures Manual, CSP Eligible Entity Assurances, and the CSP approved Community Action Plan.

CSBG Stipulations

This Contract is subject to the FFY 2027 CSBG State Management Plan and addendums, and the County's CSBG application. The Sub-subrecipient will:

1. Abide by the Community Services Block Grant Assurances.
2. Complete all required reports, invoices and other submissions according to the established timeline.
3. Use Agency's approved Data Reporting System for data collection, tracking, compiling, and reporting on client demographics, services provided, and outcomes achieved. Sub-subrecipient will notify the County of new user requests, role modifications and terminations within three days of user status change, sign any applicable Access Agreements, and sign any applicable End User License Agreements.
4. Conduct a time allocation analysis for any position dually funded with CSBG funds, and funds from other sources to account for apportioned time charged against this Contract.
5. Participate in annual Sub-subrecipient monitoring and demonstrate compliance as organized by the County.
6. Return any payments used for purposes not authorized or performed outside the terms of this Contract.
7. Refer, as appropriate, clients to the Wyoming Department of Workforce Services.
8. Refer, as appropriate, eligible parents and caregivers to the Wyoming Department of Family Services, Child Support Program, and have a poster or pamphlets available at the location of services, as applicable.
9. Maintain records, documents, and other evidence which sufficiently reflects all expenditures under this Contract for a period of five (5) years after the termination of this Contract. Such records shall be made available to the County, Agency or its designee, or the appropriate federal Agency for review and audit.
10. Ensure meals and travel charged to CSBG are not to exceed the U.S. General Services Administration (GSA) meals and incidental expenses (M&IE) rates.
11. Abide by the County's approved sub-subrecipient CSBG Budget. Any line-item modifications or transfers must be made by email in advance, and be approved by the County.
12. Adhere to the applicable Community Services Program Policies listed under CSBG Policy Index located at: **CSBG Policy Index.docx**

Unallowable Activities

A. CSBG funds must not be used for the purchase or improvement of land, or the purchase, construction, or

permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility, as described in section 678F(a) of the CSBG Act.

B. CSBG funds must not be used for the provision of services or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity.

Timeline and Deliverables

Invoices and/or deliverables not provided to the County by the due date may activate a Technical Assistance Plan, Quality Improvement Plan and/or additional monitoring by the County and/or Agency. The County and/or Agency may make changes without notice to Sub-subrecipient.

Deliverables	Date Due
Monthly Invoice/Voucher with supporting documents	Fifteenth of each month unless otherwise authorized
Monthly CSBG Detailed Expenditure Report	Fifteenth of each month unless otherwise authorized
Conduct and submit results of a Client Satisfaction Survey submitted in electronic format with narrative addressing conclusions and if any program changes are planned	1/31/2027
Organization-wide Financial Report (for the preceding fiscal year) submitted in electronic format	3/31/2027
Final FFY27 Invoice/Voucher with supporting documents	10/15/2027
Final FFY27 CSBG Detailed Expenditure Report	10/15/2027
Annual CSBG Service Report submitted in electronic format	TBD

Budget Narrative

The table below shows the approved budget, specific tasks, and completion date for the Contract. The approved budget by cost category is listed on the Monthly CSBG Detailed Expenditure Report provided by the County.

Services		CSBG Domain	Budget	Completion Date
1.	Transportation Service (e.g. bus passes) (SRV 7d)	Outcome Across Multiple Domains	$13,500.00	September 30, 2027

Attachment B – Approved FFY 2027 Community Action Plan Mapping Summary
FFY 2027 Community Services Block Grant

NATIONAL GOAL: Individuals and families with low-income are stable and achieve economic security		
National Performance Indicators (NPI) Outcomes		**FFY 2027 Targets # Unduplicated Clients**
FNPI 7z.2	The number of individuals who have an improved ability to travel to work and/or meet basic needs.	20

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Attachment C – Business Associate Agreement
FFY 2027 Community Services Block Grant

1. **Parties**. The parties to this Agreement are Sweetwater County, referred to as "Covered Entity," whose address is 80 West Flaming Gorge Way, Suite 19, Green River, Wyoming, 82901 and Sweetwater County Transit Authority, hereafter referred to as "Business Associate", whose address is 1471 Dewar Drive Suite 247, Rock Springs, WY 82901.

   The parties to this Agreement acknowledge that the County has an Agreement with the Wyoming Department of Health, Public Health Division (Agency). In this Agreement, Covered Entity and Business Associate are each a "party" and, collectively, are the "parties."

2. **Purpose of Agreement.** This Agreement seeks to ensure the privacy and security of protected health information as required by 45 C.F.R. Parts 160 and 164, as well as more stringent applicable Wyoming state law.

3. **Definitions.**

   A. **Catch-all definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

   B. **Specific definitions.**

      (i) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean Sweetwater County.

      (ii) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean Sweetwater County.

      (iii) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164. For purposes of this Agreement, the term also includes applicable Wyoming state law that is more stringent pursuant to 45 C.F.R. § 160.203, as relevant, including, but not limited to, Wyo. Stats. §§ 9-2-125, 9-2-126, 35-4-132, 42-4-112, and other state statutes and rules respecting the privacy of individuals.

4. **Obligations and Activities of Business Associate.** Business Associate agrees to:

   A. Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law.

   B. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement.

C. Report to Covered Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. § 164.410, and any security incident of which it becomes aware. The report of such use, disclosure, potential breach, or security incident to Covered Entity must be made within forty- eight (48) hours of discovery in writing by emailing the incident details to wyo.ruralhealth@wyo.gov and wdh-hipaa@wyo.gov. Upon report, Business Associate shall comply with Covered Entity's requests for additional information, including completion of forms provided by Covered Entity. At Covered Entity's discretion, Business Associate shall handle the required breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of Covered Entity, including covering the costs of such notifications.

D. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

E. Make available protected health information in a designated record set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524. Business Associate shall require the individual or the individual's designee to submit access requests in writing. Business Associate shall respond to a written access request as soon as reasonably practicable, and in no circumstance later than thirty (30) calendar days.

F. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R.
§ 164.526. If Business Associate receives a request to amend protected health information directly, Business Associate shall notify Covered Entity within three
(3) business days.

G. Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528. Business Associate shall comply with Covered Entity's request for such information within seven (7) business days following Covered Entity's request. If Business Associate receives a request for an accounting of disclosures directly, Business Associate will notify Covered Entity within three (3) business days.

H. Comply with the requirements of Subpart E of 45 C.F.R. Part 164 that apply to Covered Entity to the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E in the performance of such obligations.

I. Make its internal practices, books, and records available to the Secretary and Covered Entity for purposes of determining Business Associate and Covered Entity's compliance with the HIPAA Rules. Business Associate shall inform Covered Entity if Business Associate provides such information to the Secretary.

J. Provide notice within seven (7) business days of any event that triggers Business Associate's obligation to notify Covered Entity unless otherwise provided.

5. **Permitted Uses and Disclosures by Business Associate.**

A. Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract between the parties into which this Agreement is

incorporated.

B. Business Associate may use or disclose protected health information as required by law.

C. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

D. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in Subsections E, F, or G of Section 6.

E. Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

F. Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

G. Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.

6. Responsibilities of Covered Entity. Covered Entity agrees to:

A. Notify Business Associate of any limitation in the notice of privacy practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

B. Notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes affect Business Associate's use or disclosure of protected health information.

C. Notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

D. Not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity, except for data aggregation or management and administrative activities of Business Associate.

7. **General Provisions.**

A. **Amendments**. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

B. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

C. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

D. **Termination.** This Agreement may be terminated by Covered Entity without cause in accordance with the terms and procedures outlined in the Contract or by Covered Entity immediately for cause if Covered Entity determines Business Associate has violated a material term of this Agreement.

(i) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that Business Associate still maintains in any form;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in Paragraph (i), for as long as Business Associate retains the protected health information;

(d) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Subsections E, F, G in Section 6 which applied prior to termination; and

(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(ii) Survival. The obligations of Business Associate under Paragraph (i) shall survive the termination of this Agreement.

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FFY 2027 COMMUNITY SERVICES BLOCK GRANT CONTRACT BETWEEN SWEETWATER COUNTY AND YWCA OF SWEETWATER COUNTY – VICTIMS ADVOCACY CENTER

1. **Parties.** The parties to this Contract are Sweetwater County, referred to as "County," whose address is 80 West Flaming Gorge Way, Suite 19, Green River, Wyoming, 82901 and YWCA of Sweetwater County, hereafter referred to as "Sub-subrecipient", whose address is P.O. Box 1667, Rock Springs, WY 82902.

   The parties to this Contract acknowledge that County has a Contract with the Wyoming Department of Health, Public Health Division (Agency), whereby the Agency provides funding which County uses to reimburse for services that are recommended by the Sweetwater County Tripartite Board and are provided by Sub-subrecipient.

   This Contract pertains to the Community Services Program and the Sweetwater County Tripartite Board.

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Sub-subrecipient shall provide services with Community Services Block Grant (CSBG) funding in Sweetwater County, Wyoming to assist low-income individuals and families with activities and supportive services that empower them to overcome the effects of poverty and to support their progress toward greater self-sufficiency.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The Performance Period of this Contract is from October 1, 2026, through September 30, 2027. All services and expenditures shall be completed during this term.

   There is no right of extension, and any extension will be determined at the discretion of the County.

4. **Payment.**

   A. The County agrees to pay the Sub-subrecipient for the services described in Attachment A, Statement of Work (SOW), which is attached to and incorporated into this Contract by this reference. The total payment under this Contract shall not exceed Twenty-One Thousand Six Hundred Dollars ($21,600.00) in CSBG funding. Payments shall be made through the Sweetwater County Grants Department on Sweetwater County vouchers with an invoice for services dated no more than two months prior to the Sub-subrecipient's dated signature on the voucher unless otherwise permitted. Sub-subrecipients must utilize the invoice numbering and Project codes template provided to them by the County.

      Invoices and supporting documentation, including empowOR services and income eligibility reports for clients served, shall be submitted in sufficient detail to ensure that payments may be made in conformance and compliance with this Contract. Payroll documents are required for CSBG-funded positions, and must include time and attendance forms and itemized proof of payment(s) to employee(s).

      Copies of checks and bank statements showing proof of cleared checks are required for programs providing housing such as rent, deposits and utilities.

Any transfers of CSBG funding must be requested by email and approved in advance by the County.

B. The maximum amount of federal funds provided under Assistance Listing 93.569 shall not exceed Twenty-One Thousand Six Hundred Dollars ($21,600.00), Federal Award Number 2601WYCOSR.

C. No payment shall be made for work performed before or after the Term of this Contract. Should the Sub-subrecipient 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 Sub-subrecipient performs its duties and responsibilities to the satisfaction of County.

D. Except as otherwise provided in this Contract, the Sub-subrecipient shall pay all costs and expenses, including travel, incurred by the Sub-subrecipient or on its behalf in connection with Sub-subrecipient's performance and compliance with all of Sub-subrecipient's obligations under this Contract.

5. **Responsibilities of Sub-subrecipient.** The Sub-subrecipient agrees to:

A. Complete the stipulations, timelines and approved budget requirements described in Attachment A, Statement of Work.

B. Submit monthly invoices for reimbursement using a template provided by County, and corresponding required documents including receipts and monthly detailed financial reports in accordance with Section 4 above.

C. Improve the well-being and potential of people in poverty by providing social services as outlined in Attachment B, the approved FFY 2027 Community Action Plan Mapping Worksheet which is incorporated by this reference.

D. Abide by the terms in Attachment C, Business Associates Agreement, which is attached to and incorporated into this Agreement by this reference.

6. **Responsibilities of County.** The County agrees to:

A. Pay Sub-subrecipient in accordance with Section 4 above.

B. Recognize that this Contract is subject to the Wyoming CSBG State Management Plan and the Sub-subrecipient's FFY 2027 CSBG approved CSBG Community Action Plan, both of which can be located for review at the Agency and are incorporated into this Contract by reference.

C. Consult with the Sub-subrecipient, as necessary, regarding the requirements of this Contract.

D. Monitor and evaluate the Sub-subrecipient's compliance with the conditions set forth in this Contract.

E. Provide training and technical assistance as necessary.

7. Special Provisions.

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

B. **Environmental Policy Acts**. Sub-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.

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

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

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

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

D. **Kickbacks**. Sub-subrecipient 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 Sub-subrecipient breaches or violates this warranty, County may, at its discretion, terminate this Contract without liability to County, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

E. **Limitations on Lobbying Activities.** By signing this Contract, Sub-subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Sub-subrecipient in connection with lobbying member(s) of Congress, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

F. **Monitoring Activities.** Agency, County and members of the Sweetwater County Tripartite Board shall have the right to monitor all activities related to this Contract that are performed by Sub-subrecipient. 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 Contract; and, to observe personnel in every phase of performance of the related work.

G. **Nondiscrimination.** The Sub-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 Contract.

H. **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.

I. **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 Sub-subrecipient and related to the services and work to be performed under this Contract, shall identify Wyoming Department of Health, Public Health Division and Sweetwater County as the sponsoring agencies and shall not be released without prior written approval of County.

J. **Suspension and Debarment**. By signing this Contract, Sub-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 Contract suspended, debarred, or voluntarily excluded by any federal department or County in accordance with Executive Order 12549 (Debarment and Suspension) and 2 CFR Part 180, or are on the disbarred, or otherwise ineligible vendors lists maintained by the federal government. Further, Sub-subrecipient agrees to notify County by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

K. **Administration of Federal Funds.** Sub-subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200 *et seq.*; Subtitle B of Public Law 105-285, the "Community Services Black Grant Act"; CFR Title 45, Part 96, Subpart I; the most current U.S. Department of Health and Human Services Poverty Guidelines, which are incorporated into this Contract by this reference; any additional requirements set forth by the federal agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the County.

Pursuant to 2 CFR § 200.208, the County may adjust specific Federal award conditions as needed during the term of the Contract. If the County is imposing additional requirements, they will notify the Sub-subrecipient in accordance with 2 CFR § 200.208(d).

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

M. **Federal Audit Requirements**. Sub-subrecipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Sub-subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR 200, Subpart F. If findings are made which

cover any part of this Contract, Sub-subrecipient shall provide one (1) copy of the audit report to County and require the release of its audit report by its auditor be held until adjusting entries are disclosed and made to County's records.

N. **Non-Supplanting Certification.** Sub-subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds and shall not replace (supplant) funds that have been appropriated for the same purpose. Sub-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 Contract.

O **Applicability of Appendix II to 2 CFR Part 200.** This Contract has been funded, in whole or in part, with an Award of Federal Funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Contract, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Contract. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the County may terminate this Contract. This remedy will be in addition to any other remedy available to the County, the State of Wyoming and the Agency under this Contract, at law, or in equity.

P. **Construction Prohibitions**. Sub-subrecipient agrees this Contract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.

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

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

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

S. **Purchase of American-Made Equipment.** Sub-subrecipient agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American made.

T. **Religious Activities**. The Sub-subrecipient and any entity hired by the Sub-subrecipient shall not use the CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.

U. **Whistleblower Protection Act.** Pursuant to 41 U.S.C. § 4712, an employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate, discover, or terminate for misconduct), a court or grand jury, the head of a federal agency, or their representatives, information that the employee reasonably believes is evidence of:

(i) Gross mismanagement of an Agency Contract, Contract or grant relating to covered funds;
(ii) A gross waste of covered funds;
(iii) A substantial and specific danger to public health or safety related to the implementation or use of covered funds;
(iv) An abuse of authority related to the implementation or use of covered funds;
(v) A violation of law, rule, or regulation related to an Agency Contract (including the competition for or negotiation of a Contract) or grant, awarded or issued relating to covered funds.

8. **General Provisions.**

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

B. **Applicable Law, Rules of Construction, and Venue**. The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Third Judicial District, Sweetwater County, Wyoming.

C. **Assignment Prohibited and Contract Shall Not be 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 Sub-subrecipient shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the County.

D. **Audit and Access to Records**. The Agency, County, Sweetwater County Tripartite Board and its representatives shall have access to any books, documents, papers, electronic data and records of the Sub-subrecipient which are pertinent to this Contract. The Sub-subrecipient shall immediately, upon receiving written instruction from the County or Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data and records of the Sub-subrecipient which are pertinent to this Contract. The Sub-subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the County or Agency.

E. **Availability of Funds**. Each payment obligation of the County is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the County at the end of the period for which the funds are available. The County shall notify the Sub-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 County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Contracts**. The County may award supplemental or successor contracts for work related to this Contract. The Sub-subrecipient shall cooperate fully with other sub-subrecipients and the County in all such cases.

G. **Insurance Coverage.** The Sub-subrecipient shall be required to obtain reasonable general liability and property insurance coverage to carry out the responsibilities of this Contract. Sub-subrecipient shall supply proof of insurance coverage to County.

H. **Unemployment Insurance**. The Sub-subrecipient shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance as required. Sub-subrecipient shall supply to County with a Certificate of Good Standing or other proof of unemployment insurance coverage.

I. **Workers' Compensation and Employer's Liability Insurance**. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Sub-subrecipient shall supply to County with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law.

J. **Compliance with Laws**. The Sub-subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

K. **Confidentiality of Information**. All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sub-subrecipient in the performance of this Contract shall be kept confidential by the Sub-subrecipient unless written permission is granted by the Agency through the County for its release. If and when Sub-subrecipient receives a request for information subject to this Contract, Sub-subrecipient shall

notify County within ten (10) days of such request and not release information to a third party unless directed to do so by County.

L. **Entirety of Contract.** This Contract, consisting of eleven (11) pages; Attachment A, Statement of Work, consisting of two (2) pages; Attachment B, the Approved FFY 2027 Community Action Plan Mapping Summary, consisting of one (1) page; and Attachment C, Business Associate Agreement, consisting of four (4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

M. **Ethics.** Sub-subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing Sub-subrecipient's profession.

N. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the County and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto and shall be effective only after it is reduced to writing and executed by all parties to the Contract.

O. **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.

P. **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.

Q. **Independent Contractor**. The Sub-subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of Sweetwater County or State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Sub-subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Sub-subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Sub-subrecipient 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 Sub-subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming, the Agency or the County or to incur any obligation of any kind on the behalf of the State of Wyoming, the Agency or the County. The Sub-subrecipient agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to the State of Wyoming, Agency and County employees will inure to the benefit of the Sub-subrecipient or the Sub-subrecipient's agents and/or employees as a result of this Contract.

R. **Notices**. All notices arising out of, or from, the provisions of this Contract shall be in writing by email, regular mail or delivery in person at the address provided under this Contract.

S. **Ownership and Destruction of Documents and Information**. The Agency owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Sub-subrecipient in the performance of this Contract. County is responsible to Agency for these items. Upon termination of services, for any reason, Sub-subrecipient agrees to return all such original and derivative information/documents to the County 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.

T. **Patent or Copyright Protection.** The Sub-subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by Sub-subrecipient will violate any such restriction. The Sub-subrecipient shall defend and indemnify the County and the Agency for any infringement or alleged infringement of such patent, trademark, license, or other restrictions.

U. **Prior Approval**. This Contract shall not be binding upon either party, no services shall be performed, and County shall not draw warrants for payment, until this Contract has been fully executed, and approved as to form by the Sweetwater County Attorney's Office.

V. **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.

W. **Sovereign Immunity and Limitations.** Pursuant to Wyoming Statute § 1-39-104(a), the County, Agency, and State of Wyoming do not waive sovereign or governmental immunity by entering into this Contract, and expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyoming Statute § 1-39-101, *et seq.*, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

X. **Taxes.** The Sub-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.

Y. **Termination of Contract.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated by the County immediately for cause if the Sub-subrecipient fails to perform in accordance with the terms and conditions of this Contract. If at any time during the performance of this Contract, in the opinion of the County and/or the Sweetwater County Tripartite Board, the work is not progressing satisfactorily or within the terms of this Contract, then at the discretion of the County and after written notice to the Sub-subrecipient, the County may terminate this Contract or any part of it.

Z. **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 the 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 determining and performing their obligations under this Contract.

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

BB. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language of this Contract.

CC. **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.

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

The Effective Date of this Contract is when the Contract between the County and the Agency has been executed, and all signatures to this Contract have been obtained.

COUNTY: SWEETWATER COUNTY

_____ _____

Keaton D. West, Chairman — Date
Sweetwater County Board of County Commissioners

ATTEST:

_____ _____

Cynthia L. Swenson — Date
Sweetwater County Clerk

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM

_____ 9/15/26

John DeLeon — Date
Chief Deputy County Attorney

SUB-SUBRECIPIENT: YWCA OF SWEETWATER COUNTY

_____ _____

Signature of Board Chair — Date

_____

Print Name

_____ _____

Signature of Agency Director — Date

_____

Print Name

Attachment A – Statement of Work
FFY 2027 Community Services Block Grant

General Description

The Statement of Work (SOW) identifies and describes the important milestones and deliverables for the Contract between the County and the Sub-subrecipient.

Community Services Block Grant (CSBG) funds support services and activities that help low-income individuals and families overcome the effects of poverty and support their progress toward greater self-sufficiency. Funds have been allocated to the Sub-subrecipient to provide approved services in Sweetwater County, based on recommendations made by the Sweetwater County Tripartite Board.

The SOW is subject to the CSBG Act, Continuing Resolutions (CRs), CSBG Informational Memorandums (IMs), Community Services Program's (CSP) State Plan, CSP Policy and Procedures Manual, CSP Eligible Entity Assurances, and the CSP approved Community Action Plan.

CSBG Stipulations

This Contract is subject to the FFY 2027 CSBG State Management Plan and addendums, and the County's CSBG application. The Sub-subrecipient will:

1. Abide by the Community Services Block Grant Assurances.
2. Complete all required reports, invoices and other submissions according to the established timeline.
3. Use Agency's approved Data Reporting System for data collection, tracking, compiling, and reporting on client demographics, services provided, and outcomes achieved. Sub-subrecipient will notify the County of new user requests, role modifications and terminations within three days of user status change, sign any applicable Access Agreements, and sign any applicable End User License Agreements.
4. Conduct a time allocation analysis for any position dually funded with CSBG funds, and funds from other sources to account for apportioned time charged against this Contract.
5. Participate in annual Sub-subrecipient monitoring and demonstrate compliance as organized by the County.
6. Return any payments used for purposes not authorized or performed outside the terms of this Contract.
7. Refer, as appropriate, clients to the Wyoming Department of Workforce Services.
8. Refer, as appropriate, eligible parents and caregivers to the Wyoming Department of Family Services, Child Support Program, and have a poster or pamphlets available at the location of services, as applicable.
9. Maintain records, documents, and other evidence which sufficiently reflects all expenditures under this Contract for a period of five (5) years after the termination of this Contract. Such records shall be made available to the County, Agency or its designee, or the appropriate federal Agency for review and audit.
10. Ensure meals and travel charged to CSBG are not to exceed the U.S. General Services Administration (GSA) meals and incidental expenses (M&IE) rates.
11. Abide by the County's approved sub-subrecipient CSBG Budget. Any line-item modifications or transfers must be made by email in advance, and be approved by the County.
12. Adhere to the applicable Community Services Program Policies listed under CSBG Policy Index located at: **CSBG Policy Index.docx**

Unallowable Activities

A. CSBG funds must not be used for the purchase or improvement of land, or the purchase, construction, or

permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility, as described in section 678F(a) of the CSBG Act.

B. CSBG funds must not be used for the provision of services or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity.

Timeline and Deliverables

Invoices and/or deliverables not provided to the County by the due date may activate a Technical Assistance Plan, Quality Improvement Plan and/or additional monitoring by the County and/or Agency. The County and/or Agency may make changes without notice to Sub-subrecipient.

Deliverables	Date Due
Monthly Invoice/Voucher with supporting documents	Fifteenth of each month unless otherwise authorized
Monthly CSBG Detailed Expenditure Report	Fifteenth of each month unless otherwise authorized
Conduct and submit results of a Client Satisfaction Survey submitted in electronic format with narrative addressing conclusions and if any program changes are planned	1/31/2027
Organization-wide Financial Report (for the preceding fiscal year) submitted in electronic format	3/31/2027
Final FFY27 Invoice/Voucher with supporting documents	10/15/2027
Final FFY27 CSBG Detailed Expenditure Report	10/15/2027
Annual CSBG Service Report submitted in electronic format	TBD

Budget Narrative

The table below shows the approved budget, specific tasks, and completion date for the Contract. The approved budget by cost category is listed on the Monthly CSBG Detailed Expenditure Report provided by the County.

Services		CSBG Domain	Budget	Completion Date
1.	Rent payments (SRV 4c)	Housing	$21,600.00	September 30, 2027
2	Deposit payments (SRV 4d)	Housing		

Attachment B – Approved FFY 2027 Community Action Plan Mapping Summary
FFY 2027 Community Services Block Grant

NATIONAL GOAL: Individuals and families with low-income are stable and achieve economic security		
National Performance Indicators (NPI) Outcomes		**FFY 2027 Targets # Unduplicated Clients**
FNPI 4b	Individuals obtained safe and affordable housing.	40

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Attachment C – Business Associate Agreement
FFY 2027 Community Services Block Grant

1. **Parties**. The parties to this Agreement are Sweetwater County, referred to as "Covered Entity," whose address is 80 West Flaming Gorge Way, Suite 19, Green River, Wyoming, 82935 and YWCA of Sweetwater County, hereafter referred to as "Business Associate", whose address is P.O. Box 1667, Rock Springs, WY 82902.

   The parties to this Agreement acknowledge that the County has an Agreement with the Wyoming Department of Health, Public Health Division (Agency). In this Agreement, Covered Entity and Business Associate are each a "party" and, collectively, are the "parties."

2. **Purpose of Agreement.** This Agreement seeks to ensure the privacy and security of protected health information as required by 45 C.F.R. Parts 160 and 164, as well as more stringent applicable Wyoming state law.

3. **Definitions.**

   A. **Catch-all definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

   B. **Specific definitions.**

      (i) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean Sweetwater County.

      (ii) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean Sweetwater County.

      (iii) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164. For purposes of this Agreement, the term also includes applicable Wyoming state law that is more stringent pursuant to 45 C.F.R. § 160.203, as relevant, including, but not limited to, Wyo. Stats. §§ 9-2-125, 9-2-126, 35-4-132, 42-4-112, and other state statutes and rules respecting the privacy of individuals.

4. **Obligations and Activities of Business Associate.** Business Associate agrees to:

   A. Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law.

   B. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement.

C. Report to Covered Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. § 164.410, and any security incident of which it becomes aware. The report of such use, disclosure, potential breach, or security incident to Covered Entity must be made within forty- eight (48) hours of discovery in writing by emailing the incident details to wyo.ruralhealth@wyo.gov and wdh-hipaa@wyo.gov. Upon report, Business Associate shall comply with Covered Entity's requests for additional information, including completion of forms provided by Covered Entity. At Covered Entity's discretion, Business Associate shall handle the required breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of Covered Entity, including covering the costs of such notifications.

D. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

E. Make available protected health information in a designated record set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524. Business Associate shall require the individual or the individual's designee to submit access requests in writing. Business Associate shall respond to a written access request as soon as reasonably practicable, and in no circumstance later than thirty (30) calendar days.

F. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R.
§ 164.526. If Business Associate receives a request to amend protected health information directly, Business Associate shall notify Covered Entity within three
(3) business days.

G. Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528. Business Associate shall comply with Covered Entity's request for such information within seven (7) business days following Covered Entity's request. If Business Associate receives a request for an accounting of disclosures directly, Business Associate will notify Covered Entity within three (3) business days.

H. Comply with the requirements of Subpart E of 45 C.F.R. Part 164 that apply to Covered Entity to the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E in the performance of such obligations.

I. Make its internal practices, books, and records available to the Secretary and Covered Entity for purposes of determining Business Associate and Covered Entity's compliance with the HIPAA Rules. Business Associate shall inform Covered Entity if Business Associate provides such information to the Secretary.

J. Provide notice within seven (7) business days of any event that triggers Business Associate's obligation to notify Covered Entity unless otherwise provided.

5. **Permitted Uses and Disclosures by Business Associate.**

A. Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract between the parties into which this Agreement is

incorporated.

B. Business Associate may use or disclose protected health information as required by law.

C. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

D. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in Subsections E, F, or G of Section 6.

E. Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

F. Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

G. Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.

6. Responsibilities of Covered Entity. Covered Entity agrees to:

A. Notify Business Associate of any limitation in the notice of privacy practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

B. Notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes affect Business Associate's use or disclosure of protected health information.

C. Notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

D. Not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity, except for data aggregation or management and administrative activities of Business Associate.

7. **General Provisions.**

A. **Amendments**. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

B. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

C. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

D. **Termination.** This Agreement may be terminated by Covered Entity without cause in accordance with the terms and procedures outlined in the Contract or by Covered Entity immediately for cause if Covered Entity determines Business Associate has violated a material term of this Agreement.

(i) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that Business Associate still maintains in any form;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in Paragraph (i), for as long as Business Associate retains the protected health information;

(d) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Subsections E, F, G in Section 6 which applied prior to termination; and

(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(ii) Survival. The obligations of Business Associate under Paragraph (i) shall survive the termination of this Agreement.

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EST. 1867
SWEETWATER COUNTY
WYOMING

MEETING REQUEST FORM

Meeting Date Requested: November 3, 2026	**Contact Phone and E-mail:** 307-872-3921
Presenters Name, Title and Name of Organization: Gene Legerski, Public Works Director	**Exact Wording for Agenda:** 10:15- Award of the Design and CA Contract for Sweetwater County Bridges ETO & FJL to William H. Smith and Associates, Inc.
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min	**Will there be handouts? (If yes, include with meeting request form)** Yes
Will handouts require SIGNATURES? Yes **SHOULD THE ITEM BE MARKED CONFIDENTIAL?** No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information: The design and CA portion of this project will be paid for through the fuel tax account.	
Attachments: Letter to BOCC for Professional Services Bridges ETO & FJL-WHS.pdf SWC_Contract_For_Professional_Services_Bridges ETO & FJL.pdf	

INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the "Meeting Request Form" by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: shoemakers@sweetwatercountywy.gov
  *****If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****
- If you are presenting a **Resolution or Proclamation,** it must be submitted in Word Format and emailed to: shoemakers@sweetwatercountywy.gov

- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item may be rescheduled.
- In order to determine placement on the agenda, please review the county website sweetwatercountywy.gov on Thursday afternoon by clicking “Commissioner's Agenda”.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

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

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

The meetings are held in the commission meeting room:

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

Letter to BOCC for Professional Services Bridges ETO & FJL-WHS.pdf
SWC_Contract_For_Professional_Services_Bridges ETO & FJL.pdf

Sweetwater Public Works Department
3 Layos Drive
Rock Springs, WY 82901
(307) 872-3920 or 922-5428

October 23rd, 2026

Chairman West
Sweetwater Board of County Commissioners

RE: Sweetwater County Bridges ETO & FJL

Dear Chairman West:

This letter is to request that the BOCC award the design and construction administration contract for SWCO Bridges ETO & FJL to William H. Smith and Associates, Inc (WHS).

The Request for Proposals (RFP) for this project was advertised in the Green River Star on September 3rd, 10th, and 17th, 2026. The RFP was also placed on QuestCDN.com, which is a digital project marketplace for construction infrastructure and public procurement. Six engineering firms and one plan room downloaded the RFP through QuestCDN. The firms who pulled plans were a mixture of local engineering firms, statewide firms, and multi-state firms.

Although multiple firms downloaded and reviewed the RFP, Sweetwater County received only one Proposal in response to the RFP; that proposal was from WHS. Public Works staff reviewed the Proposal to ensure it included all necessary items.

As per State Statute, the County has a right to discuss modifications to the scope and cost following the selection of an engineering firm through the RFP Process. If the County and the firm cannot agree on costs, the County moves to the second highest rated firm but cannot go back to the first if they don't like the cost of the second. Staff held a meeting with WHS to ensure both parties understood the full scope of the project and all aspects were covered in WHS's Proposal.

We have prepared a contract for professional services with William H. Smith and Associates, Inc. in the amount of $855,527.00

If you have any questions, please contact me at (307) 872-3921.

Sincerely,

Gene Legerski, P.E.
SWCO Public Works Director

Attached: Map of Bridge Locations
WHS Contract



Sweetwater County Wyoming MapServer

Area Map for Bridges ETO and FJL

- Tax Parcel
- Seedskadee Nat'l Wildlife Refuge
- Flaming Gorge Nat'l Rec Area
- Rivers and Lakes
- Forest Service Roads
- BLM Roads
- County Road
- State Highway
- U.S. Highway
- I-80
- Railroad

NORTH

Sweetwater County provides this map for illustrative purposes only and assumes no liability for actions taken by users based on information shown.

printed 8/25/2026

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of this **3rd day of November 2026** by and between **Sweetwater County, Wyoming, 80 West Flaming Gorge Way, Suite 23, Green River, WY 82935**, hereinafter referred to as the **"Owner"**, and **William H. Smith & Associates, Inc., 1515 9th Street, Suite A, Rock Springs, WY 82901**, hereinafter referred to as the **"Consultant"**.

WITNESSETH:

WHEREAS, the Owner is undertaking the **Design & CA Services for Sweetwater County Bridges ETO & FJL,** hereinafter referred to as the **"Project"**; and

WHEREAS the Project necessitates professional services for the design, bidding, and construction administration; and

WHEREAS, the Consultant represents that it is ready, willing, and able to provide the professional services to Owner as required by this Contract; and

WHEREAS, the Owner desires to retain the Consultant for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES

   The Consultant shall perform all work with respect to the Project as outlined in the Technical Proposal for Engineering Services dated **October 8th, 2026.**

2. TIME OF PERFORMANCE

   The services of the Consultant are to commence with the timeline below, which is based on this contract being executed by the Owner on November 3rd, 2026.

Preliminary Design Phase:	**Complete April 28th, 2027.**
Final Design Phase:	**Complete July 28th, 2027.**
Construction Administration:	**Complete September 31st, 2028.**

3. COMPENSATION

   In consideration of the performance for services rendered under this Contract, the Consultant shall be compensated for services performed at the Consultant's hourly rates, shown in the Proposal for Engineering Services, with a not to exceed amount as follows:

Design/Bidding:	**$533,243.00**
Construction Administration:	**$322,284.00**
Total:	**$855,527.00**

4. METHOD OF PAYMENT:

   Payment will be made subject to receipt of a monthly invoice for payment from the Consultant based on the hourly rates and specific tasks performed and as shown in the proposal.

5. INDEPENDENT CONSULTANT/CONTRACTOR:

   In the performance of the work hereunder, Consultant shall be an independent Consultant and not an employee of Owner. Consultant is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of Owner unless expressly authorized in writing. Owner will not pay or withhold federal, state, or local income tax or other payroll tax of any kind on behalf of Consultant or its employees. Consultant is not eligible for, nor entitled to, and shall not participate in any of Owner's pension, health, or other benefit plans. Consultant is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to, income taxes, Social Security taxes, Federal Unemployment Compensation taxes and any other fees, charges, licenses, or payments required by law. Consultant indemnifies Owner and holds it harmless against any fines, damages, assessments, or attorney fees in the event a court or administrative agency shall find that Consultant, or contractor (s) engaged through Consultant, is an employee of Owner.

6. OWNERSHIP OF WORK PRODUCT:

   The work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed or obtained under this Agreement shall be the property of the Owner. Owner shall at all times have access to review ongoing work of Consultant for purposes of inspecting same and determining that work is being performed in accordance with the terms of this Agreement. Immediately upon termination of this Agreement for any reason, all such, information, and other work, in whatever form, shall be turned over to Owner.

7. CHANGES IN WORK:

   No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the Owner and the parties have agreed upon the appropriate adjustment.

8. INDEMNIFICATION:

   Consultant shall defend, indemnify, and hold harmless Owner and its officers, agents, and employees from all suits, actions, or claims of any character, name, or description, including reasonable attorney's fees and litigation expenses, brought on account of any injuries damage or loss (real or alleged) sustained by any person or persons arising out of (1) negligent acts or omissions of Consultant, its employees, subcontractors, or agents, including, but not limited to any claims for personal injury, including any injuries or damages sustained by Consultant's employees property damage or (2) any other claims of any nature whatsoever arising out of the Consultant's performance of the services to be provided pursuant to this Agreement, or Consultant's failure to perform or comply with any requirement of this Agreement, including specifically but not limited to employment-related claims arising under the common law or based upon any federal, state, or local statutes ordinances, or regulations.

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

10. INSURANCE/LICENSING/BONDS:
Consultant, at Consultant's sole cost and expense, shall insure its activities in connection with this Agreement, and shall obtain, keep in force and maintain insurance that complies with all State, County, municipal or other insurance regulations required to perform the work required in this Agreement. Consultant shall also comply with all licensing and bonding requirements for in state or out of state entities so as to be in compliance with all State, County, municipal or other regulatory requirements that apply.

11. TERMS AND CONDITIONS:
This Contract is subject to and incorporates the Provisions attached.

12. EXTENT OF AGREEMENT:
This Contract represents the entire and integrated Contract between the Owner and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instruments signed by both the Owner and the Consultant.

IN WITNESS WHEREOF, the Owner and the Consultant have executed this Contract as of the date first above written.

ATTEST: _____ ATTEST: _____
Cynthia L. Swenson-County Clerk Andi Braden-Manager of Admin. Services

OWNER: **Sweetwater County, WY** Consultant: **William H. Smith & Associates, Inc.**

By _____ By _____

Title: Keaton D. West, Chairman Shawn M. Arnoldi, P.E., Vice President

Date: _____ Date: _____

PROVISIONS

1. Authorization to Proceed
The execution of this AGREEMENT by the CLIENT will be authorization for William H. Smith & Associates, Inc. to proceed with the work, unless otherwise provided for in this AGREEMENT.

2. Compensation
Compensation for all services provided by WILLIAM H. SMITH & ASSOCIATES, INC. under this AGREEMENT shall be based on the proposal, as referenced in this AGREEMENT. All services will be provided on a cost not to exceed basis unless otherwise shown and agreed upon.

3. Per Diem Rates
William H. Smith & Associates, Inc.'s Per Diem Rates are those hourly or daily rates charged for work performed on Client's Project by WILLIAM H. SMITH & ASSOCIATES, INC. employees of the indicated classifications. These rates include all allowances for salary, overheads, and fee, but do not include allowances for Direct Expenses.

4. Direct Expenses
William H. Smith & Associates, Inc.'s Direct Expenses, are those costs incurred on or directly for the Client's Project, including, but not limited to, necessary transportation costs, including current rates for WILLIAM H. SMITH & ASSOCIATES, INC. vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services; telephone, printing, binding, and reproduction charges; all costs associated with outside consultants, sub consultants, subcontractors, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and based on current rates when furnished by WILLIAM H. SMITH & ASSOCIATES, INC.

5. Cost Opinions
Any cost opinions or Project economic evaluations provided by WILLIAM H. SMITH & ASSOCIATES, INC. will be on a basis of experience and judgment, but, since it has no control over market conditions or bidding procedures, WILLIAM H. SMITH & ASSOCIATES, INC. cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

6. Standard of Care
The standard of care applicable to William H. Smith & Associates, Inc.'s services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time William H. Smith & Associates, Inc.'s services are performed. WILLIAM H. SMITH & ASSOCIATES, INC. will re-perform any services not meeting this standard without additional compensation.

7. Termination
This AGREEMENT may be terminated for convenience on 30 days' written notice, or for cause, if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, WILLIAM H. SMITH & ASSOCIATES, INC. will be paid for all authorized work performed up to the termination date. If no notice of termination is given, relationships and obligations created by this AGREEMENT, except Articles 9 through 14, will be terminated upon completion of all applicable requirements of this AGREEMENT.

8. Payment to WILLIAM H. SMITH & ASSOCIATES, INC.
Monthly invoices will be issued by WILLIAM H. SMITH & ASSOCIATES, INC., for all work performed under this AGREEMENT. Invoices are due when received and are to be paid in accordance with Wyoming State Statutes. All invoices not paid promptly are subject to penalties and interest in accordance with Wyoming State Statutes. In the event of the failure of CLIENT to make payment of any invoice for William H. Smith & Associates, Inc.'s services within ninety (90) days from the date the invoice is received by the City, then WILLIAM H. SMITH & ASSOCIATES, INC., at its election, may terminate this agreement, or may cease performance of the services to be provided hereunder until the full payment of all amounts owing from CLIENT

has been received. Additionally, in the event of the failure of CLIENT to make payment of any invoice for William H. Smith & Associates, Inc.'s services within ninety (90) days from the date the invoice is received by the City, WILLIAM H. SMITH & ASSOCIATES, INC., at its election, may retain and hold all papers, reports, drawings, blue prints, plans, surveys, plats, and other records relating to the engineering and surveying services to be provided under this Agreement until the full payment of all amounts owing from CLIENT has been received. CLIENT agrees to pay all of William H. Smith & Associates, Inc.'s reasonable attorney's fees and all other costs and expenses which are incurred by WILLIAM H. SMITH & ASSOCIATES, INC. in collection of any amount not timely paid by CLIENT pursuant to the terms of this agreement. In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CLIENT will exercise reasonableness in contesting any bill or portion thereof.

9. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this AGREEMENT for any cause.

10. Monitoring Services

WILLIAM H. SMITH & ASSOCIATES, INC. is not responsible for the duties and responsibilities that belong to the other agents of the CLIENT such as developer(s), construction contractor(s), designer(s), testing laboratory (ies), full-time inspector(s), or other parties associated with the Project not in the employment of or a subcontractor to WILLIAM H. SMITH & ASSOCIATES, INC.

11. Interpretation

The limitations of liability and indemnities will apply whether William H. Smith & Associates, Inc.'s liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, except for willful misconduct or gross negligence for limitations of liability sole negligence for indemnification, and shall apply to William H. Smith & Associates, Inc.'s officers, affiliated corporations, employees, and subcontractors. The law of the state of Wyoming shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

12. No Third-Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than the CLIENT and WILLIAM H. SMITH & ASSOCIATES, INC. and has no third-party beneficiaries. William H. Smith & Associates, Inc.'s services are defined solely by this AGREEMENT, and not by any other contract or AGREEMENT that may be associated with the Project.

13. Reuse of Document

All designs. drawings, specifications, documents, and other work products of WILLIAM H. SMITH & ASSOCIATES, INC. are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse by the CLIENT, or by others acting through or on behalf of the CLIENT of any such instruments of service without the written permission of WILLIAM H. SMITH & ASSOCIATES, INC. will be at Client's sole risk.

14. Free Publicity

William H. Smith & Associates, Inc. has the right to photograph the above-named project and to use the photos in the promotion of professional practice marketing materials. Should additional photos be needed in the future, the client agrees to provide reasonable access to the facility.