AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

DG REARDON, Chairman
RUSTY BELL
BOB MAUL
DEL SHELSTAD
COLLEEN FABER

JANUARY 5, 2021

09:00 MEETING CALLED TO ORDER
PLEDGE OF ALLEGIANCE

CONSENT AGENDA

A.	Consent Agenda	

VOUCHERS

B.	Vouchers	

PUBLIC COMMENT

C.	9:05 For the Good of the County*	

REGULAR BUSINESS

D.	9:15 Selection of Board Chairman for 2021	
E.	9:20 Resolution Authorizing an Acting Chairman for 2021	
F.	9:25 Approval of Public Servant Disclosure Statements	
G.	9:30 Most Valuable Personnel (MVP) Award	Allie Buechler
H.	9:35 COVID-19 Surveillance & Testing Memorandum of Understanding	Jane Glaser
I.	9:40 Maternal & Child Health Memorandum of Understanding	Jane Glaser
J.	9:45 District Support Grant, Little Thunder ISD	Clark Melinkovich
K.	9:50 Elections Security Contract	Kendra Anderson
L.	9:55 Board Appointment, Airport Board	Carol Seeger
M.	9:57 Board Appointments, Fair Board	Carol Seeger
N.	9:59 Board Appointment, Joint Powers Lodging Tax Board	Carol Seeger
O.	10:01 Board Appointments, Natural Resource & Land Use Committee	Carol Seeger
P.	10:03 Board Appointments, Predator Management District	Carol Seeger
Q.	10:05 Board Appointments, Regional Water Panel	Carol Seeger

PUBLIC HEARING

R.	10:15 Liquor Licenses	Susan Saunders

REGULAR BUSINESS II

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

S. 10:20 Liquor Licenses — Susan Saunders

EXECUTIVE SESSION

T. 10:30 Personnel — Brandy Elder

ADJOURN

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

Consent Agenda

MINUTES
Board of Commissioners Special Meeting, December 10, 2020
Board of Commissioners Directors Workshop, December 14, 2020
Board of Commissioners Regular Meeting, December 15, 2020
Board of Commissioners Museum Board, December 15, 2020
Board of Commissioners Lodging Tax Board, December 17, 2020

MONTHLY REPORTS
Sheriff's Office, Detention Center – November 2020
Treasurer's Office – November 2020

PAYROLL PAYMENTS
December 12, 2020

CANCELLATION/REBATE OF TAXES
#4248, 4250, 4251, 4252, 4253, 4254, 4255, 4256, 4257

CAPITAL CHANGE REQUESTS
CAM-PLEX – Requesting to reallocate funds from the Energy Hall Restroom Heating Units to the Central Pavilion Door Replacement and Dance Floor Lines.

Parks & Recreation – Requesting to reallocate funds from the Spirit Hall Cool Floor Repair to purchase a soft start relay for 100 horse 3 phase electric motor for compressor one (1) at Spirit Hall Ice Arena in the amount of $5,165.93 from account 020.7271.02.

DESIGNATION OF DEPOSITORIES
Approval of the financial institutions on the Certificate of Designation of Depositories as designated depositories of Campbell County's funds for calendar year 2021, pursuant to Wyoming Statute §9-4-818(a).

EMERGENCY SICK LEAVE BANK REQUESTS
Request transfer of 40 hours from ESLB to Employee #662354
Request transfer of 80 hours from ESLB to Employee #538290

LINE ITEM TRANSFERS
Commissioners Office
Transfer $4,000 from 013.6517.2 Staff Development to 013.6517.1 Tuition and Fees

Extension Office
Transfer $150 from 102.7342 4-H Program to 103.6281 Automobile
Transfer $150 from 102.7342 4-H Program to 103.6517.5 Meal and Lodging

OFFICIAL BOND AND OATH
Board of Cooperative Higher Education Services – Joseph Lawrence, $50,000

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Central Campbell County Improvement & Service District – Robert L. Zabel, $10,000
Southside Improvement & Service District – Rebecca Vondrak, $10,000
Sundog Service & Improvement District – Rebecca Vondrak, $10,000

POSITION VACANCY JUSTIFICATIONS
Attorney's Office – Victim/Witness Coordinator
Sheriff's Office – Custodian I

HAND WARRANTS

Campco Federal Credit Union	$276.01
	AMOUNT
Campbell County Clerk Tax Account	340,012.70
Campbell County Parks & Recreation Activity Fund	31.00
Campbell County Treasurer – HSA/FLX	42,984.98
Great West Trust Company	36,320.00
Wyoming Child Support	1,688.38
HM Life Insurance	174,977.74
CCEHBTA – Health	764,312.26
CCEHBTA – Dental	42,622.80
Delta Dental Plan of Wyoming	1,877.20
Gallagher Benefit Services (Reliance)	20,178.95
Vision Service Plan	8,220.76
Campbell County Clerk Tax Account	343,954.74

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The following page(s) contain the backup material for Agenda Item: Consent Agenda

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

Office of County Commissioners
December 10, 2020
Gillette, Wyoming

Special Meeting

The Campbell County Board of Commissioners met in a Special Meeting, Thursday, December 10, 2020 at 9:00 AM.

The purpose of the Special Meeting was to consider a reimbursement agreement, the Campbell County Employee Mask Policy, the Statewide Public Health Order #4 and the interim operation of Public Works.

Present were Rusty Bell, Bob Maul, Del Shelstad, Colleen Faber, Commissioners; Susan F. Saunders, County Clerk; Ivy McGowan-Castleberry, Public Information Coordinator; Brandy Elder, HR Director and Jenny Staeben, Deputy County Attorney. Chairman Reardon was present telephonically. Carol Seeger, Commissioners Administrative Director was absent from the meeting.

Commissioner Faber moved to approve the Reimbursement Agreement between the State of Wyoming, Office of State Lands and Investments (OSLI) and Campbell County for the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to reimburse expenditures approved by the State Loan and Investments Board (SLIB) in the amount not to exceed $4,908,082, as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Brandy Elder, HR Director discussed rescinding the County's mask mandate due to the Governor's mask mandate.

Commissioner Shelstad moved to rescind the employee mask policy the Board implemented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Various members of the community provided public comment.

Discussion was held on submitting a variance on the hours of operations for businesses.

Commissioner Faber moved the Board of Commissioners submit a variance to Order #1, for an exemption for restricted hours for businesses in Campbell County. Commissioner Shelstad seconded the motion. Commissioner Bell recused himself from the discussion and abstained from the vote, due to a conflict of interest. All Voted-Aye. Carried.

Discussion was held on Public Works Staff handling the day-to-day operations, with Brandy Elder's assistance, until a Director is hired.

There being no further business to come before the Board the meeting was adjourned at 11:50 AM.

Susan F. Saunders, Clerk
Board of County Commissioners

Bob Maul, Commissioner
Board of County Commissioners

Office of County Commissioners
December 14, 2020
Gillette, WY

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, December 14, 2020 at 1:30 PM.

Present were DG Reardon, Colleen Faber, Del Shelstad, Bob Maul, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director; Jenny Staeben, Deputy County Attorney; Mitch Damsky, County Attorney; Ivy McGowan Castleberry, Public Information Coordinator; Brandy Elder, HR Director; JR Fox, Division Chief-Fire; Rick Mansur, Parks & Recreation Director; Jay Lundell Airport Director; Liz Edwards, Fair Coordinator and Kevin Geis, Road and Bridge Director. Present telephonically were Rusty Bell, Commissioner; Bob Tranas, CDSCC Director; Quade Schmelzle, Weed & Pest Director; Terri Lesley, Library Director; Jeff Esposito, Cam-Plex Director; Kim Fry, Extension Director; David King, Emergency Management Coordinator; Matt Olsen, Environmental Services Manager; Tony Knievel, Chief Surveyor and Robert Henning, Museum Director.

Discussion was held on position vacancy justifications for the County Attorney's Office and the County Clerk's Office.

Bob Tranas provided an update on classroom closures due to COVID-19 exposure.

Brandy Elder provided updates on the Families First Coronavirus Response Act, COVID cases and the Compensation Committee meeting.

Discussion was held on the Winter Gathering. It was the consensus of the Board not to hold the Winter Gathering in 2021 due to COVID.

Discussion was held on the Little Thunder Improvement and Service District applying for a grant to assist with the initial formation costs for the district.

Ivy McGowan-Castleberry provided an update on COVID numbers.

The Directors provided updates and information on the program of work from their respective offices.

Discussion was held on the variance request on hours of operation for businesses.

There being no further business to come before the Board the meeting was adjourned at 2:25 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

DG Reardon, Chairman
Board of County Commissioners

Office of County Commissioners
December 15, 2020
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, December 15, 2020. Chairman Reardon called the meeting to order at 9:00 AM. Pastor Dal Grubbs led in prayer and Chairman Reardon led the Pledge of Allegiance.

Present were Rusty Bell, Bob Maul, DG Reardon, Del Shelstad, Collen Faber, Commissioners; Kendra Anderson, Deputy County Clerk; Carol Seeger, Commissioners Administrative Director and Jenny Staeben, Deputy County Attorney.

The following consent agenda was presented:

MINUTES:

Board of Commissioners Directors Meeting, November 30, 2020
Board of Commissioners Regular Meeting, December 1, 2020

MONTHLY REPORTS:

County Clerk – November 2020
Clerk of District Court – November 2020
Sheriff's Office – November 2020

PAYROLL PAYMENTS:

November 28, 2020
November 30, 2020

CANCELLATION/REBATE OF TAXES:

#4160 – 4246

CAPITAL REQUESTS:

Road & Bridge/HR Risk – To purchase an eyewash station at the new Road & Bridge facility in the amount of $71.00 plus shipping from account 020.7531.

CONTRACTS:

Amendment One to the Contract between the Wyoming Department of Health, Behavioral Health Division and Board of Campbell County Commissioners as governing body for the Campbell County Adults Treatment Courts to decrease the award amount by $20,968.85 to $268,189.45.

Amendment One to the Contract between the Wyoming Department of Health, Behavioral Health Division and Board of Campbell County Commissioners as governing body for the Campbell County Juvenile and Family Drug Court to decrease the award amount by $7,162.10 to $106,396.29.

LIBERTY MUTUAL SURETY BOND:

People's Improvement & Service District - $5,000

LINE ITEM TRANSFERS:

Extension Office - Transfer $200 from 106.6283 Meals & Lodging to 106.6517.2 Staff Development; transfer $800 from 106.6283 Meals & Lodging to 106.6517.3 Conference/Seminar; transfer $1,798 from 106.6517.4 Travel & Transportation to 106.7488 Misc. Program Support

POSITION VACANCY JUSTIFICATIONS:

Attorney's Office – Deputy County Attorney (3 Positions)

Clerk's Office – Accounting Manager

RESOLUTIONS:

Resolution Number 2065 – A Resolution Rescinding the Temporary Mask Mandate for Campbell County Employees

SICK LEAVE TRANSFER REQUESTS:

Transfer of 40 hours from Employee #309981 to Employee #670143
Transfer of 40 hours from Employee #309981 to Employee #670143
Transfer of 40 hours from Employee #578064 to Employee #677521
Transfer of 40 hours from Employee #578064 to Employee #677521

HAND WARRANTS:

Campco Federal Credit Union	$950.00
Campbell County Clerk Tax Account	19,399.96
Campbell County Treasurer – HSA/FLX	2,712.49
Great West Trust Company	4,545.00
Campco Federal Credit Union	276.01
Campbell County Clerk Tax Account	329,865.51
Campbell County Parks & Recreation Activity Fund	31.00
Campbell County Treasurer – HSA/FLX	42,859.98
Great Trust Company	36,335.00
Wyoming Child Support	1,688.38
Campbell County Clerk Tax Account	1,096.09
State of Wyoming – Department of Revenue & Taxation	123.40
Pearson Oil Co., Inc.	37,098.76

Commissioner Bell moved to approve all items of the Consent Agenda as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Public comment was provided by Jacob Dalby, Holly Galloway and Renee Edwards.

The Council of Community Services provided an update on fundraising.

Commissioner Maul moved to approve the Grant Award Agreement between the Wyoming Office of Homeland Security and Campbell County for the Campbell County Sheriff's Office to invest in Interoperable Emergency Communications in the amount of $58,412 for the period of September 1, 2020 to August 31, 2022, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the Grant Award Agreement between the Wyoming Office of Homeland Security and Campbell County for the Emergency Management Performance Grant (EMPG) Program in the amount of $42,750, with a local match of $42,750 for the period of October 1, 2019 to September 30, 2021, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the submission of the Construction and Demolition Landfill Permit Renewal Application for Landfill #3 to the Wyoming Department of

Environmental Quality, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve Resolution Number 2063 for the appointment of Joseph Baron, Crook County District Attorney, in and for Crook County, Wyoming or other designee of the Crook County District Attorney's Office, to represent Campbell County and to make, in their sole discretion, a proper disposition of all potential criminal matters involving the Gillette Police Department vs. Cody Amman, in which the Campbell County Attorney's Office has a conflict of interest, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the Cooperative Agreement for Responsibilities between the Wyoming Department of Family Services, Child Support Program and Campbell County Clerk of District Court to receive and distribute child support payments for the period of July 1, 2020 to June 30, 2022, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Colleen moved to approve Resolution Number 2064 for the Campbell County Board of Commissioners Regular Meeting Schedule, calendar year 2021, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the funding request from the Carbon Valley EcosystemTask Force to participate in the Communities of Excellence 2026 Program in the amount of $15,000, as presented. Chairman Reardon seconded the motion. Commissioner Bell - Aye, Commissioner Maul -Nay, Commissioner Shelstad - Nay, Commissioner Faber - Nay, Chairman Reardon - Aye. Failed.

Commissioner Maul moved to take under advisement the funding request to participate in the Communities of Excellence 2026 Program. Chairman Bell seconded the motion. Commissioner Bell - Nay, Commissioner Maul -Aye, Commissioner Shelstad - Nay, Commissioner Faber - Nay, Chairman Reardon - Aye. Failed.

Discussion was held on Niobrara's Letter to Governor Gordon and drafting a letter from Campbell County to Governor Gordon. It was the consensus of the Board a letter from Campbell County be drafted for consideration at a Special Meeting.

The Commissioners held a workshop with PFM Management.

There being no further business to come before the Commissioners the meeting was adjourned at 11:40 AM. The next regular meeting of the Commissioners will be held Tuesday, January 5, 2021, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Kendra Anderson, Deputy County Clerk
Board of County Commissioners

DG Reardon, Chairman
Board of County Commissioners

In accordance with W.S. 18-3-516(f) the required County Notices of Publication are available on the County's Website at: www.ccgov.net

Office of County Commissioners
December 15, 2020
Gillette, WY

The Campbell County Board of Commissioners met with the Museum Board, Tuesday, December 15, 2020 at 6:00 PM.

Present were Rusty Bell, Colleen Faber, Bob Maul, Commissioners; Susan F. Saunders, County Clerk and members of the Museum Board. Carol Seeger, Commissioners Administrative Director and Commissioners Del Shelstad and DG Reardon were absent from the meeting.

An update was provided on the Museum's strategic plan, including social media.

Discussion was held on the upcoming budget.

No action was taken at the Museum Board meeting, the Commissioners left the meeting at 6:30 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

Bob Maul, Commissioner
Board of County Commissioners

Office of County Commissioners
December 17, 2020
Gillette, WY

The Campbell County Board of Commissioners met with the Lodging Tax Board, Thursday, December 17, 2020 at 3:00 PM.

Present telephonically were Bob Maul, DG Reardon, Del Shelstad, Colleen Faber, Commissioners; Kendra Anderson, Deputy County Clerk and members of the Lodging Tax Board. Commissioner Rusty Bell and Carol Seeger, Commissioners Administrative Director were absent from the meeting.

An update was provided on revenue numbers, the sale of the old Visitor's Center and the balance in the 10% MOU account.

Discussion was held on the impact COVID has had and the CARES Grant money from the state.

No action was taken at the meeting and the Commissioners left at 3:20 PM.

Kendra Anderson, Deputy County Clerk
Board of Commissioners

DG Reardon, Chairman
Board of Commissioners

Sheriff's Dept--Detention Center
Monthly Statement
November 2020

Approved by the Board of County Commissioners this..... day of .....A.D. 20.....
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The State of Wyoming } ss.
County of Campbell }

This instrument was filed on the____day of_____ 20_____.

_____
County Clerk

By_____
Deputy

FISCAL YEAR 2020-2021

November 30, 2020

FIB	353153976	80,758.35	
FNB	007-8	7,086,480.02	
ACH	308-5	0.00	
FNB CCSD	086-8	340,318.91	
FNB Flex	568-1	29,590.82	
FNB Health Benefits	315-8	2,586,641.35	
FNB Special Escrow	74-4	12,043,832.76	
FNB Airport PFC Account	133-3	181,677.73	
FNB Library Credit Card Fees	862-1	806.19	
FNB Museum Credit Card Fees	11092301	160.62	
FNB North Landfill Credit Card Fees	864-8	10,940.38	
FNB Narcotics Federal Forfeitures	107-4	0.00	
FNB Recreation Credit Card Fees	139-2	40,100.91	
FNB State Drug Forfeiture Funds	132-5	15,128.06	
FNB Taxes Paid in Protest	2075305	10,721.58	
FNB-CDSCC-Region 13 Preschool Service	24-8	14,834.39	
FNB-CDSCC-Early Head Start	91-4	84.51	
NSF Checks		3,023.44	
Long & Short-Treasurer		2,100.00	
Clerk-Dist Crt-Sheriff-Engineer-Landfill-Public Health-Parks & Rec		8,639.50	
Cash & Currency		6,150.00	
TOTAL CASH ACCOUNTS	22,461,989.52		
TOTAL TDOA'S	305,527,423.33		
Premium & Discounts		22,538.91	
WGIF-Building Maintenance		39,460,392.94	175,087,972.35
WGIF-Campus Maintenance		4,138,263.87	
WGIG-Campus Maintenance Tec		2,569,961.33	
WGIF-Capital Replacement Reserve		94,882,835.63	
WGIF-Fleet Management		6,320,871.17	
WGIF-Fleet Mgmt-PLB -City		704,744.87	
WGIF-Gillette College Activity & Education Center		0.00	
WGIF-Gillette College Rodeo		0.00	
WGIF-Jt Powers Rec Maint Fund		8,840,770.54	
WGIF-Road Equipment		2,284,609.75	
WGIF-1% Road Machinery Repl		500,209.74	
WGIF-Short Term Future Cap Const		15,385,312.51	
WYOSTAR-1% Municipalities		84,230.57	128,758,439.18
WYOSTAR-1% Optional		8,271,586.65	
WYOSTAR-Cap Fac Excess		72,327.51	
WYOSTAR-CCSD Dist Fund		41,531,000.00	
WYOSTAR-Enhanced 911		148,856.58	
WYOSTAR-Fleet Management		0.00	
WYOSTAR-General		63,489,220.88	
WYOSTAR-General Held Revenues		406.39	
WYOSTAR-Health Benefits		4,091,605.02	
WYOSTAR-PILT		3,431,625.39	
WYOSTAR-Pronghorn Center Main Reserve		1,325,252.08	
WYOSTAR-SCFM		4,647,489.80	
WYOSTAR-Town of Wright Rec Maintenance		1,664,838.31	
WYOSTAR-Wyoming Lottery/Off Track Betting		1,681,011.80	
TOTAL		328,011,951.76	

Approved by the Board of County Commissioners this _____ day of _____, 2020.

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_____

THE STATE OF WYOMING

ss.

County of Campbell

I, Rachael Knust, being first duly sworn according to law, on my oath do depose and say that I am County Treasurer within and for the County of Campbell in the State aforesaid; that the within and foregoing represents a true and correct Trial Balance of my records at the close of business 11/30/20, 2020; that my statement of Cash is just, true and correct, so help me God.

Yvonne Wagner Deputy
County Treasurer

Subscribed and sworn to be before this 9 day of Dec, 2020.

Tiffani Saunders
County Clerk

11/30/2020	
Airport	278.14
American Road	0.00
Antelope Valley	0.00
Bennor Estates	33,657.12
BOCHES	658,751.12
Bond Disclosure	4,500.00
Box N Ranch Rd	3,120.00
Brunsen	5,100.15
Buckskin	2,400.00
Car Company Tax	0.00
Cash Reserve	15,000,000.00
Cemetery	1,090,313.68
Central Campbell County	72,302.17
Certificates of Purchase	(0.00)
City of Gillette	840,848.92
Collins Heights	0.00
Cottonwood I&S	2,700.00
County Sales Tax	156.90
Country Living Acres	1,700.00
Countryside I&S	2,600.00
Crestview I & S	1,047.50
Donkey Creek	3,000.00
Eight Mile I&S	26,178.50
Fair	141.84
Fire	0.00
Foundation	15,810,019.89
Fox Park	1,615.00
Fox Ridge	8,750.00
Freedom Hills	57,072.40
General County	30,859,896.95
Graceland	13,080.00
Green Valley Estates	90.00
Health Benefits Trust	6,920,364.49
Heritage Village	12,336.39
High Country Estates	2,843.52
Highway VIN Fees	0.00
Hospital	3,952,504.92
Hospital Bond	40.43
Hospital Bond Interest	5.02
Interstate Industrial	0.00
Investments-1% Muni Jt Powers	84,230.57
Investments-1% Optional	8,271,586.65
Investments-Building Maintenance	39,460,392.94
Investments-Campus Maintenance	4,138,263.87
Investments-Campus Tech Center- Fund 004/027	2,569,961.33
Investments-Cap Fac Excess	72,327.51
Investments-Capital Replace Reserve	94,882,835.63
Investments-Enhanced 911 Fees	253,607.72
Investments-Fleet Management	9,810,435.53
Investments-Gillette College	0.00
Investments-Jt Powers Rec Maintenance - Fund 028	8,840,770.54
Investments-PILT	3,431,625.39
Investments-Pronghorn Center Main Reserve	1,325,252.08
Investments-SCFM County Road Funds	4,647,489.80
Investments-Short Term Future Capital Construction-Fund 69	15,385,312.51
Investments-Town of Wright Rec Maintenance-Fund 695	1,664,838.31
Investments-Wyoming Lottery/Off Track Betting	1,655,167.36
Library	1,110.77
Lodging Tax	33,982.73
Los Caballos	4,050.00
McKenny	2,719.91
Meadow Springs I&S	9,100.00
Means	0.00
Means,Carter,N Hannum	10,500.69
Moon Ridge	7,875.00
Motor Vehicle County Fees	(0.00)
Motor Vehicle State Fees	171,203.08
Motor Vehicle Non Apportioned Fees	706.00
Motor Vehilce Temp Sticker/paper Fee	80.00
Mobile Machinery County Fees	0.00
Mobile Machinery Pro-Rate	0.00
Motor Vehicle Pro-Rate	0.00
Motor Vehicle In Transit Permit	100.00
Motor Vehicle Temp Worker Decals	0.00
Museum	138.15
North Rangeland	4,950.00
Organ Donor Donations	12.10
Oriva Hills	26,603.94
Overbrook I&S	12,146.13
Peoples	18,676.50
Pineview	11,791.50
Pinnacle Heights	1,500.00
Prairieview	54,383.74
Predatory	0.00
Premium & Discounts	22,538.91
Rafter D	1,200.00
Recreation	1,077.63
Rock Road I&S	2,687.50
Rocky Point	5,050.43
Rustic Hills	9,842.02
Sales & Use Tax	512,548.17
School--1 Mill Optional	0.00

School--6 Mill County Wide	7,905,422.21
School--25 Mill Special School	32,939,248.61
School--BOCES	0.00
School--Cap Main	0.00
School--General School	61,583.08
School--Rec Mill	1,317,568.72
School Bond Redemption	0.00
School Bond Redemption Interest	0.00
Small Buttes	2,100.00
South Douglas Hwy	116,134.97
Southern Industrial	0.00
Southfork Estates	11,700.00
Southside	0.00
Special Escrow	12,039,332.76
Stonegate Estates	31,515.89
Sundog	5,310.36
Taxes-Transportable Homes	0.00
Taxes-2020	0.00
Taxes-Interest 2020	0.00
Taxes-2019	0.00
Taxes-Interest 2019	(0.00)
Taxes-2018	0.00
Taxes-Interest 2018	0.00
Taxes-2017	(0.00)
Taxes-Interest 2017	0.00
Taxes-2016	0.00
Taxes-Interest 2016	0.00
Taxes-2015	(0.00)
Taxes-Interest 2015	0.00
Taxes-2014	0.00
Taxes-Interest 2014	0.00
Taxes-2013	0.00
Taxes-Interest 2013	0.00
Taxes-2012	0.00
Taxes-Interest 2012	0.00
Taxes-2011	0.00
Taxes-Interest 2011	0.00
Taxes-2010	0.00
Taxes-Interest 2010	0.00
Taxes-2009	0.00
Taxes-Interest 2009	0.00
Taxes-2008	0.00
Taxes-Interest 2008	0.00
Taxes-2007	0.00
Taxes-Interest 2007	0.00
Taxes-2006	0.00
Taxes-Interest 2006	0.00
Taxes-2005	0.00
Taxes-Interest 2005	0.00
Taxes-2004	0.00
Taxes-Interest 2004	0.00
Taxes-2003	0.00
Taxes-Interest 2003	0.00
Taxes-2002	0.00
Taxes-Interest 2002	0.00
Taxes-2001	0.00
Taxes-Interest 2001	0.00
Taxes-2000	0.00
Taxes-Interest 2000	0.00
Taxes-1999	0.00
Taxes-Interest 1999	0.00
Taxes-1998	0.00
Taxes-Interest 1998	0.00
Taxes-1997	0.00
Taxes-Interest 1997	0.00
Taxes-1996	0.00
Taxes-Interest 1996	0.00
Taxes-1995	0.00
Taxes-Interest 1995	0.00
Taxes-1994	0.00
Taxes-Interest 1994	0.00
Taxes-1993	0.00
Taxes-Interest 1993	0.00
Taxes-1992	0.00
Taxes-Interest 1992	0.00
Taxes-1991	0.00
Taxes-Interest 1991	0.00
Taxes-1990	0.00
Taxes-Interest 1990	0.00
Taxes Paid in Protest	105,065.47
Town of Wright	25,754.51
Veterans Exemptions	0.00
Watercraft VIN Fees	0.00
Weed & Pest	593,443.39
Wessex Impr & Service	1,500.00
Wild Horse Creek I&S	11,700.00
Wildlife Conservation Donation	52.00
Wright Water & Sewer	36,432.10
	328,011,951.76
	328,011,951.76
	328,011,951.76
	0.00

SUMMARY

COUNTY TREASURER
of
Campbell County

11/30/2020

THE STATE OF WYOMING

ss.

County of Campbell

I, Rachael Knust, being first duly sworn according to law, on my oath do depose and say that I am County Treasurer within and for the County of Campbell in the State aforesaid; that the within and foregoing represents a true and correct Summary of all my Receipts and Disbursements by me as such Treasurer, during the time herein designated, so help me God.

Yvonne Wagner, Deputy
County Treasurer

Subscribed and sworn to before me this_9th day of _December ,A.D. 2020.

Dawn Saunders
County Clerk

Filed in the office of the County Clerk

_____, A.D. 2020

_____
County Clerk.

Approved by the Board of County
Commissioners this _ day of_ , A.D. 2020

_____

_____

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_____

PAYROLL PAYMENT

FOR THE PAY PERIOD (s) ENDING

December 12, 2020

_____, _____

_____, _____

We do hereby approve the County Payroll as presented this 5th day of January, 2020

_____ Member

_____ Member

_____ Member

_____ Member

_____ Chairman

12-4-2020
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 4248

NAME: WYOSKATE LLC

NOTICE ISSUED FOR:
NOVC#
OTHER: NO EQUIPMENT

___ **PARTIAL**
_X_ **REBATE**
CANCELLATION

YEAR 2020
TAX NOTICE NO. 23700
DISTRICT NO. 150

ASSESSED VALUATION: 238

AMOUNT:$ 16.20

Judy A. Clements **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS _____ **DAY OF** _____ **, 20** ___

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

12-4-2020
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 4250

NAME: JB FIELD SERVICE LLC

NOTICE ISSUED FOR:
NOVC#
OTHER: BUSINESS CLOSED

___ **PARTIAL**
___ **REBATE**
_X_ **CANCELLATION**

YEAR 2018
TAX NOTICE NO. 2530
DISTRICT NO. 100

ASSESSED VALUATION: 11,285

AMOUNT:$ 672.66

Troy D. Clements **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS _____ **DAY OF** _____ **, 20** ___

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

12-4-2020
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 4251

NAME: JB FIELD SERVICE LLC

NOTICE ISSUED FOR:
NOVC#
OTHER: BUSINESS CLOSED

___ **PARTIAL**
___ **REBATE**
_X_ **CANCELLATION**

YEAR 2019
TAX NOTICE NO. 2562
DISTRICT NO. 100

ASSESSED VALUATION: 10,328

AMOUNT:$ 618.78

Tracy S. Clements **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS _____ **DAY OF** _____ **, 20** ___

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

12-4-2020
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 4252

NAME: JB FIELD SERVICE LLC

NOTICE ISSUED FOR:
NOVC#
OTHER: BUSINESS CLOSED

___ **PARTIAL**
___ **REBATE**
_X_ **CANCELLATION**

YEAR 2020
TAX NOTICE NO. 2549
DISTRICT NO. 100

ASSESSED VALUATION: 8,966

AMOUNT:$ 538.46

Tony A. Clements **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS _____ **DAY OF** _____ **, 20** ___

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

12-4-2020
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 4253

NAME: EL AZTECA MINI MARKET LLC

NOTICE ISSUED FOR:
NOVC#
OTHER: BUSINESS CLOSED

___ **PARTIAL**
___ **REBATE**
X **CANCELLATION**

YEAR 2020
TAX NOTICE NO. 13760
DISTRICT NO. 150

ASSESSED VALUATION: 713

AMOUNT:$ 48.52

_____ **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS _____ **DAY OF** _____ **, 20** ___

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

12-4-2020
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 4254

NAME: NANCE DAVID LEE JR

NOTICE ISSUED FOR:
NOVC#
OTHER: NO EQUIPMENT

___ **PARTIAL**
___ **REBATE**
_X_ **CANCELLATION**

YEAR 2020
TAX NOTICE NO. 3651
DISTRICT NO. 100

ASSESSED VALUATION: 2,375

AMOUNT:$ 142.64

Tony A. Clements **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS _____ **DAY OF** _____ **, 20** ___

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

12-4-2020
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 4255

NAME: ARROW INTERNATIONAL INC

NOTICE ISSUED FOR:
NOVC#
OTHER: NO ASSETS

___ **PARTIAL**
___ **REBATE**
X **CANCELLATION**

YEAR 2020
TAX NOTICE NO. 10659
DISTRICT NO. 150

ASSESSED VALUATION: 640

AMOUNT:$ 43.56

Terry D. Clements **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS _____ **DAY OF** _____ **, 20** ___

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

12-4-2020
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 4256

NAME: ARROW INTERNATIONAL INC

NOTICE ISSUED FOR:
NOVC#
OTHER: NO ASSETS

___ **PARTIAL**
___ **REBATE**
_X_ **CANCELLATION**

YEAR 2020
TAX NOTICE NO. 10660
DISTRICT NO. 150

ASSESSED VALUATION: 445

AMOUNT:$ 30.28

_____ **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS _____ **DAY OF** _____ **, 20** ___

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_____

BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

12-4-2020
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 4257

NAME: HELSPER JUSTIN L

NOTICE ISSUED FOR:
NOVC#
OTHER: VALUE CORRECTION

___ **PARTIAL**
___ **REBATE**
_X_ **CANCELLATION**

YEAR 2020
TAX NOTICE NO. 24160
DISTRICT NO. 161

ASSESSED VALUATION: 150

AMOUNT:$ 968.22

Terry A. Clements **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS _____ **DAY OF** _____ **, 20** ___

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_____

BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

CAMPBELL COUNTY

Request for Change of Capital Purchase

Agency Requesting Change: CAM-PLEX

Description of Original Purchase Item: Energy Hall Heater Replacement

Description of New Purchase Item: Central Pavilion Door Replacement

Account Number:

Reason for Change: The bid for Energy Hall Heater Replacement was $9,142 under budget. We would like to use the savings to offset the bid for Central Pavilion Door Replacement that is $4,400 over budget. Additionally, we would like to use $968 to offset overage on the Dance Floor Bid.

Do you intend to purchase the original capital item later this fiscal year? Both would be purchased.

If yes, how do you plan to fund the purchase? N/A

Signature of Department Head — Date: 12/15/20

Approved _____ Disapproved _____

County Commissioner — Date

Reason for Disapproval

ROUTING:
Originating Department: Complete and submit to Commissioners
Commissioners Office: Review and return to original to requesting Department; Copy to Budget Officer; Copy to File

CAMPBELL COUNTY

Request for Change of Capital Purchase

Agency Requesting Change: Parks and Recreation

Description of Original Purchase Item: Spirit Hall Cool Floor Repair (Balance is $8,416.31)

Description of New Purchase Item: Soft start relay for 100 horse 3 phase electric motor for compressor 1 at Spirit Hall Ice Arena

Account Number: 020.7271.02

Reason for Change: This part failed causing Compressor 1 to stop working. Without the operation of Compressor 1, the plant cannot operate properly, and we would lose the ice.

Do you intend to purchase the original capital item later this fiscal year? ___ yes _X_ no

If yes, how do you plan to fund the purchase? _____

Rick Mauser
Signature of Department Head

12/28/2020
Date

Approved _____ Disapproved _____

_____
County Commissioner

_____
Date

Reason for Disapproval _____

ROUTING:
Originating Department: Complete and submit to Commissioners
Commissioners Office: Review and return to original to requesting Department; Copy to Budget Officer; Copy to File

Invoice

Arena Products and Services, LLC
PO Box 2230
Elizabeth, CO 80107

Date	Invoice #
12/28/2020	2384

Bill To

Campbell County Parks & Rec
250 Shoshone Ave
Gillette, WY 82718
Atten: Kevin

P.O. Number	Service Ticket	Terms
	2528	Net 30

Quantity	Item Code	Description	Price Each	Amount
5	Greg	Soft Start	95.00	475.00
1	Parts APS	Soft Starter	4,622.18	4,622.18
1	Truck Charge APS		68.75	68.75

Subtotal	$5,165.93
Payments/Credits	$0.00
Sales Tax (2.9%)	$0.00
Balance Due	$5,165.93

Buyer shall make payment in full in accordance with Terms of Payment. A late payment charge of 1.5% on the unpaid, past due balance, will be assessed monthly until the full invoice amount is paid. If Seller employs any colleciton agency or attorney to collect any amount due to Seller, and/or repossess any goods, Buyer shall pay all collections fees, attorneys' fees, court costs, and any repossession costs in addition to the amount otherwiese unpaid. Seller may bring suite for the collection of any amount in any jurisdiction or venue Seller selects.

Phone #	Fax #	Web Site
303-646-2237	303-646-1701	www.rinkservice.com

CERTIFICATE OF DESIGNATION OF DEPOSITORIES

Bond No.: **63414418** Name of Principal: **Campbell County**

Location: **500 South Gillette Avenue Gillette, WY 82716**

This is to certify that at a meeting of the **Campbell County Commissioners** held on the **5th day of January, 2021**, the following banks were designated as Depositories of the funds of **Campbell County** for an **indefinite** period, and the securities listed were pledged and approved on the **5th day of January, 2021.**

Name of Bank	**Address**	**Maximum Deposit Authorized**
First National Bank	P.O. Box 3002 Gillette, WY 82717-3002	Unlimited
	Securities Pledged	
	$58,604,811	
Name of Bank	**Address**	**Maximum Deposit Authorized**
First Interstate Bank	P.O. Box 3023 Gillette, WY 82717-3023	Unlimited
	Securities Pledged	
	$250,000	
Name of Bank	**Address**	**Maximum Deposit Authorized**
Pinnacle Bank	P O Box 3577 Gillette, WY 82717-3577	Unlimited
	Securities Pledged	
	$0	
Name of Bank	**Address**	**Maximum Deposit Authorized**
ANB Bank	P O Box 1119 Gillette, WY 82717-1119	Unlimited
	Securities Pledged	
	$0	

Campbell County
Political Subdivision

ATTEST By: _____

Presiding Officer

By: _____
Clerk

Chairman, Board of County Commissioners
Title

CERTIFICATE OF DESIGNATION OF DEPOSITORIES

Bond No.: **63414418** Name of Principal: **Campbell County**

Location: **500 South Gillette Avenue Gillette, WY 82716**

This is to certify that at a meeting of the **Campbell County Commissioners** held on the **5th day of January, 2021**, the following banks were designated as Depositories of the funds of **Campbell County** for an **indefinite** period, and the securities listed were pledged and approved on the **5th day of January, 2021.**

Name of Bank	**Address**	**Maximum Deposit Authorized**
U.S. Bank	509 South Douglas Highway Gillette, WY 82718	Unlimited
	Securities Pledged	
	$0	
Name of Bank	**Address**	**Maximum Deposit Authorized**
Wyo-Star	Wyoming State Treasurer State Capitol Cheyenne, WY	Unlimited
	Securities Pledged	
	$62,937,151	
Name of Bank	**Address**	**Maximum Deposit Authorized**
Wyoming Government Investment Fund	2323 Pioneer Avenue Cheyenne, WY 82001	Unlimited
	Securities Pledged	
	$170,920,363	

Campbell County
Political Subdivision

ATTEST By: _____

Presiding Officer

By: _____ **Chairman, Board of County Commissioners**

Clerk Title

CERTIFICATE OF DESIGNATION OF DEPOSITORIES

Bond No.: **63414418** Name of Principal: **Campbell County**

Location: **500 South Gillette Avenue Gillette, WY 82716**

This is to certify that at a meeting of the **Campbell County Commissioners** held on the **5th day of January, 2021,** the following banks were designated as Depositories of the funds of **Campbell County** for an **indefinite** period, and the securities listed were pledged and approved on the **5th day of January, 2021.**

Name of Bank	Address	Maximum Deposit Authorized
Security State Bank	P O Box 489 Gillette, WY 82717-0489	Unlimited
	Securities Pledged	
	$0	
Name of Bank	**Address**	**Maximum Deposit Authorized**
First Northern Bank of Wyoming	200 S Kendrick Ave Gillette, WY 82716	Unlimited
	Securities Pledged	
	$0	

Campbell County
Political Subdivision

ATTEST

By: _____
Presiding Officer

By: _____
Clerk

Chairman, Board of County Commissioners
Title

Emergency Sick Leave Bank Request

27

TO: Campbell County Board of Commissioners

Requesting Department: Children's Dev Services of Campbell Co.

DATE: 12.17.20

Please consider this request to transfer up to 40 hours of accrued sick leave. No single donation should exceed 100 hrs.

To:

From:
ESLB
662354
Employee Number

Department Head Approval

Director of Human Resources

12/17/2020

For Commission Office Use Only:

Date - Board of Commissioner Action: _____

Approved _____ Disapproved

Pending

Routing: Requesting Department: Complete & print form, obtain applicable signatures then forward to HR; HR Department: Review & approve, create copy for file and requesting department indicating the date of Commissioner meeting, forward original to Commissioners for inclusion on consent agenda; Commissioners: include on consent agenda, after Commissioner meeting action file original; Payroll: After approval record transfer from Commissioners meeting minutes; Requesting Department: Check outcome from Commissioners meeting minutes.

For Payroll/HR Only:

Date Used: _____

Employee Number (Requesting employee): _____

Hours Utilized: _____

28 **Emergency Sick Leave Bank Donation**

TO: Campbell County Board of Commissioners

Donating Department: Rockpile Museum

DATE: 12/31/2020

Please consider this request to transfer up to 80 hours of accrued sick leave. No single donation should exceed 100 hrs.

From: 538290 To: ESLB

Employee Number

Department Head Approval 12/31/2020

Director of Human Resources 12/31/2020

For Commission Office Use Only:

Date - Board of Commissioner Action: _____

Approved _____ Disapproved _____ Pending _____

Routing: Donating Department: Complete & print form, obtain applicable signatures then forward to HR; HR Department: Review & approve, create copy for file and donating department indicating the date of Commissioner meeting, forward original to Commissioners for inclusion on consent agenda; Commissioners: include on consent agenda, after Commissioner meeting action file original; Payroll: After approval record transfer from Commissioners meeting minutes; Donating Department: Check outcome from Commissioners meeting minutes.

For Payroll/HR Only:

Date Used: _____

Employee Number (Donating employee): _____

Hours Utilized: _____

Campbell County
wyoming

OFFICE
500 South Gillette Avenue
Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
(307) 687-6325 FAX
www.ccgov.net

TO: Board of Commissioners
FROM: Carol Seeger
DATE: December 29, 2020
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
$4,000	013.6517.2	Staff Development	013.6517.1	Tuition and Fees

Explanation:

Director Approval: _____

Campbell County
wyoming

OFFICE
500 South Gillette Avenue
Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
(307) 687-6325 FAX
www.ccgov.net

TO: Board of Commissioners
FROM: Extension Office
DATE: 12/21/2020
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
$150.00	102.7342	4-H Program	103.6281	Automobile
$150.00	102.7342	4-H Program	103.6517.5	Meals and Lodging

Explanation:
Transfer funds from Kim Fry's 4-H Program to Celeste Robinson's 4-H Automobile Fund.
Transfer funds from Kim Fry's 4-H Program to Celeste Robinson's 4-H Meals and Lodging Fund.

Wyoming

Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 64482888

That we Joseph Lawrence,

of Gillette, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Board of Cooperative Higher Education Services, the State of Wyoming, in the penal sum of Fifty Thousand and 00/100 DOLLARS ($ 50,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 23rd day of November, 2020.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly Appointed ☒ Elected ☐ to the office of Treasurer in the ~~of~~ of Board of Cooperative Higher Education Services, and State aforesaid for the term beginning January 1, 2021, and ending January 1, 2022.

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

SEAL

Approved by the Board of County Commissioners this ..... day of .....A.D. 20.....

Corinne Mills
12-22-2020
approved

Form 944-A-12-2019

Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha } ss

On this 23rd day of November, 2020, before me, appeared

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

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

P. Dahl
Notary Public

My Commission Expires June 18, 2025

OATH OF OFFICE

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

X _____

MELDENE GOEHRING - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 12, 2024

State of Wyoming
County of Campbell } ss

This Oath of Office was subscribed and sworn to before me by Joseph Lawrence
on this 10th day of December, 2020
My commission expires:

Meldene Goehring
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING
County of Campbell } ss

On this 10th day of December, 2020, before me, personally appeared

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

his free act and deed.

My commission expires

January 12, 2024

Meldene Goehring
Notary Public, Wyoming

MELDENE GOEHRING - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 12, 2024

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Treasurer Board of Cooperative Higher Education Services

bond with bond number 64482888

for Joseph Lawrence
as Principal in the penalty amount not to exceed: $50,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 23rd day of November, 2020.

ATTEST

A. Vietor
A. Vietor, Assistant Secretary

WESTERN SURETY COMPANY

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

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 23rd day of November, 2020, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Vietor who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

P. Dahl
Notary Public

My Commission Expires June 18, 2025

Form F1975-12-2019

COPY

Western Surety Company

RIDER

To be attached to and form part of Bond No. 64482888

It is hereby mutually agreed and understood by and between Western Surety Company and JOSEPH LAWRENCE

that instead of as originally written; the bond is changed or revised in the particulars checked below:

- ☐ **Principal Name changed to:**
- ☐ **Principal Address changed to:**
- ☐ **Vehicle/Vessel/Hull Information changed to:**
- ☐ **Lost Instrument Information changed to:**
- ☐ **Identification Number changed to:**
- ☐ **Penalty Amount changed to:**
- ☐ **Additional or Event Location:**
- ☐ **Effective Date changed to:**
- ☐ **Expiration Date changed to:**
- ☒ **The following bond information changed:** COUNTY CHANGED TO: CAMPBELL

But in no event shall Western Surety Company's total liability for all locations exceed the aggregate amount set forth in the bond, regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid.
It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider becomes effective on the 23rd day of November, 2020.

Signed this 23rd day of November, 2020.

WESTERN SURETY COMPANY

By: Paul T. Bruflat

Paul T. Bruflat, Vice President

Form F9586

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,

State of South Dakota, its regularly elected Vice President,

as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One TREASURER BOARD OF COOPERATIVE HIGHER EDUCATION SERVICES

bond with bond number 64482888

for JOSEPH LAWRENCE

as Principal in the penalty amount not to exceed: $50,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 23rd day of November, 2020.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SIOUX FALLS SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 23rd day of November, 2020, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. MOHR NOTARY PUBLIC SOUTH DAKOTA SEAL SEAL

J Mohr

Notary Public

My Commission Expires June 23, 2021

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F1975-1-2016

Wyoming

Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE Bond No. 71020946

That we Robert L. Zabel,

of Gillette, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Central Campbell County Improvement & Service District, the State of Wyoming, in the penal sum of Ten Thousand and 00/100 DOLLARS ($ 10,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 11th day of December, 2020.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly Appointed ☒ Elected ☐ to the office of Treasurer in the Central Campbell County Improvement & Service District, and State aforesaid for the term October 12, 2020, and ending October 12, 2021.

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

SEAL

Approved by the Board of County Commissioners this ..... day of .....A.D. 20.....

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Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Vice President

Corinne Miller 12-22-20 approved

Form 944-A-12-2019

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha } ss

On this 11th day of December, 2020, before me, appeared

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

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

P. Dahl
Notary Public

My Commission Expires June 18, 2025

OATH OF OFFICE

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

Robert Zabel

State of Wyoming
County of Campbell } ss

The foregoing oath of office was subscribed and sworn to before me by Robert Zabel on this 11 day of December, 2020.

LINDA GAUDARD - NOTARY PUBLIC
COUNTY OF CAMPBELL
STATE OF WYOMING
My Commission Expires November 18, 2023

My commission expires November 18, 2023

Linda Gaudard
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING
County of Campbell } ss

On this 11 day of Dec, 2020, before me, personally appeared Robert Zabel, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed free act and deed.

My commission expires November 18, 2023

Linda Gaudard
Notary Public, Wyoming

LINDA GAUDARD - NOTARY PUBLIC
COUNTY OF CAMPBELL
STATE OF WYOMING
My Commission Expires November 18, 2023

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Treasurer Central Campbell County Improvement & Service District

bond with bond number 71020946

for Robert L. Zabel
as Principal in the penalty amount not to exceed: $10,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by Vice President with the corporate seal affixed this 11th day of December, 2020.

ATTEST

A. Vietor
A. Vietor, Assistant Secretary

WESTERN SURETY COMPANY

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

WESTERN SURETY COMPANY ★ CORPORATE SEAL ★ SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 11th day of December, 2020, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Vietor who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

P. Dahl
Notary Public

My Commission Expires June 18, 2025

Form F1975-12-2019

Liberty Mutual SURETY

Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

PUBLIC OFFICIAL BOND

KNOW ALL MEN BY THESE PRESENTS: No. **999072209**

That we Rebecca Vondrak of 4314 Quarter Horse Ave, Gillette, WY 82718
(Insert Full Name [top line] and Address [bottom line] of Principal)
, as Principal and The Ohio Casualty Insurance Company , a corporation organized and existing under the laws of the State of New Hampshire , (hereinafter called the Surety, are held and firmly bound unto South Side Improvement and Service Dist.
4314 Quarter Horse, Gillette, WY 82718
(Insert Full Name [top line] and Address [bottom line] of Obligee)
in the aggregate and non-cumulative penal sum of Ten Thousand Dollars And Zero Cents ($10,000.00) DOLLARS, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been elected or appointed to (or holds by operation of law) the office of treasurer/secretary for a term beginning on October 8, 2020 and ending on October 8, 2021 .

Now, therefore, the condition of this Obligation is such that if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:

First: That the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to South Side Improvement and Service Dist.
4314 Quarter Horse, Gillette, WY 82718 and this bond shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond, for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancelation; and the Surety shall, upon surrender of this bond and its release from all liability hereunder, refund the premium paid, less a pro rate part thereof for the time this bond shall have been in force.

Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from the failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be selected or designed by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal of any interest on said public moneys or funds, any law, decision, ordinance or statute to the contrary notwithstanding.

Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collection of which he may be chargeable by reason of his election or appointment as aforesaid.

SIGNED, SEALED and DATED October 8, 2020

Approved by the Board of County Commissioners this..... day of .....A.D. 20.....
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Rebecca Vondrak

The Ohio Casualty Insurance Company

By: Justin I Likness Attorney-in-Fact

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

LMS-20911e 03/18 CAO approved 12-15-20

OATH OF OFFICE

STATE OF Wyoming }
County of Campbell } SS

I, Rebecca Vondrak,
do solemnly swear (or affirm) that I will support, protect and defend the Constitution of The United States and the Constitution of the State of Wyoming and that I will discharge the duties of my office of Southside Well Improvement & Service District with fidelity; that I have not paid or contributed, or promised to pay or contribute, either directly or indirectly, any money or other valuable thing to procure my nomination or election (or appointment), except for necessary and proper expenses expressly authorized by law; that I have not knowingly violated any election law of this State, or procured it to be done by others in my behalf; that I will not knowingly receive, directly or indirectly, any money or other valuable thing for the performance or non-performance of any act or duty pertaining to my office than the compensation allowed by law. So help me God.

Sworn to and subscribed before me this 1st day of December, 2020

ADAM L. NOTARY PUBLIC
COUNTY OF CAMPBELL
STATE OF WYOMING
MY COMMISSION EXPIRES: 07-28-2022

Wyoming

Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 63428741

That we Rebecca Vondrak,

of Gillette, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Sundog Service & Improvement Dist., the State of Wyoming, in the penal sum of Ten Thousand and 00/100 DOLLARS ($ 10,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 13th day of November, 2020.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly Appointed ☒ Elected ☐ to the office of Treasurer in the ~~of~~ Sundog Service & Improvement Dist., and State aforesaid for the term beginning November 20, 2020, and ending November 20, 2021.

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

Approved by the Board of County Commissioners this..... day of .....A.D. 20.....

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Principal

WESTERN SURETY COMPANY

By

Paul T. Bruflat, Vice President

Form 944-A-12-2019

CAO approved 12-14-20

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha } ss

On this 13th day of November, 2020, before me, appeared

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

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

P. Dahl
Notary Public

My Commission Expires June 18, 2025

OATH OF OFFICE

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

State of Wyoming
County of Campbell } ss

This Oath of Office was subscribed and sworn to before me by Rebecca Vondrak
on this 1st day of December, 2020
My commission expires: 07-28-2022

A DAHL - NOTARY PUBLIC
COUNTY OF CAMPBELL
STATE OF WYOMING
MY COMMISSION EXPIRES: 07-28-2022

Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING
County of Campbell } ss

On this 1st day of December, 2020, before me, personally appeared

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

her free act and deed.

A DAHL - NOTARY PUBLIC
COUNTY OF CAMPBELL
STATE OF WYOMING
MY COMMISSION EXPIRES: 07-28-2022

My commission expires

7-28, 2022

Notary Public, Wyoming

2021-001

Position Vacancy Justification

Department:	**County Attorney's Office**		Date:	**12/30/2020**
Position Title:	**Victim/Witness Coordinator**			
Classification Band / Range:	**107**	Current Salary of Incumbent:	**$29.70/Hr.**	
Salary Range:	Min **$20.71/Hr.**	Mid **$25.88**	Max **$31.06**	
Justification for Hiring Position:	Current case load justifies hiring this position			
Termed Incumbent:	[redacted]			
Position Originated:	County			
Funding Source for Position:	County: **Yes** / State: **No**	Federal: **No**	Other: **No**	Explain Other:
Status Code:	Full-Time **Yes** / Part-Time **No**	Number of Annual Hours:		**2080**
Reason for Vacancy:	Replacement due to Termination: Yes	Replacement due to Retirement:		New Position:
Existing Budgeted Position:	**Yes**			
Benefit Eligible:	**Yes**			
Department Head Signature & Date	MDamsky 12/30/20			
Commissioner Approval & Date:				

12/30/2020

2020-074

Position Vacancy Justification

Department:	**Sheriff's Office**			Date:	**12/21/2020**
Position Title:	**Custodian I**				
Classification Band / Range:	**101**	Current Salary of Incumbent:	**$15.93**		
Salary Range:	Min **$12.81**	Mid **$16.01**	Max **$19.22**		
Justification for Hiring Position:	Filling existing budgeted position.				
Termed Incumbent:	Custodian II [redacted]				
Position Originated:	Budgeted Position for fiscal year 2020-2021				
Funding Source for Position:	County: **Yes**	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time	Part-Time **Yes**	Number of Annual Hours:		**1300**
Reason for Vacancy:	Replacement due to Termination: X		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	**Yes**				
Benefit Eligible:	**Yes**				
Department Head Signature & Date	[signature]		**12/21/2020**		
Commissioner Approval & Date:					

https://campbellcountywy-my.sharepoint.com/personal/mds05_ccgov_net/Documents/Documents/Payroll/Position Justification Allocation/Position Vacany Justification Form for Malissa Applegate 12.21.2020.docx

[signature] 12/28/2020

The following page(s) contain the backup material for Agenda Item: 9:20 Resolution Authorizing an Acting Chairman for 2021

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

ACTING CHAIRMAN OF THE BOARD

RESOLUTION No. 2066

WHEREAS, the Board of County Commissioners has established its organizational structure this first regular meeting of 2021; and

WHEREAS, the Board of County Commissioners wishes to provide for the continued conduct of business in the absence of the Board's chairman selected under W.S. 18-3-507;

NOW, THEREFORE, IT IS RESOLVED that any other Campbell County Commissioner may act in the capacity of the chairman of the board in the absence of the selected chairman, due to an emergency or the necessity to take immediate action.

RESOLVED this 5th day of January 2021

BOARD OF COUNTY COMMISSIONERS

CAMPBELL COUNTY, WYOMING

_____	_____
Bob Maul	Rusty Bell
_____	_____
D.G. Reardon	Del Shelstad
_____	ATTEST:_____
Colleen Faber	Susan F. Saunders, County Clerk

The following page(s) contain the backup material for Agenda Item: 9:25 Approval of Public Servant Disclosure Statements

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

PUBLIC SERVANT
DISCLOSURE OF BENEFIT OR INTEREST

"No public servant who invests public funds for a unit of government, or who has authority to decide how public funds are invested, shall transact any personal business with, receive any pecuniary benefit from or have any financial interest in any entity, other than a governmental entity, unless he has disclosed the benefit or interest in writing to the body of which he is a member or entity for which he is working. Disclosures shall be made annually in a public meeting and shall be made part of the record of proceedings."

Wyoming Statute 6-5-118

Name: Troy A. Clements

Position: County Assessor

Benefit/Interest Disclosed:

N/A

DATED THIS 4th DAY OF January, 2021.

Troy A. Clements

Signature

PUBLIC SERVANT
DISCLOSURE OF BENEFIT OR INTEREST

"No public servant who invests public funds for a unit of government, or who has authority to decide how public funds are invested, shall transact any personal business with, receive any pecuniary benefit from or have any financial interest in any entity, other than a governmental entity, unless he has disclosed the benefit or interest in writing to the body of which he is a member or entity for which he is working. Disclosures shall be made annually in a public meeting and shall be made part of the record of proceedings."

Wyoming Statute 6-5-118

Name: Mitch Damsky

Position: County Atty

Benefit/Interest Disclosed:

None

DATED THIS 4 DAY OF Jan, 2021.

Signature

PUBLIC SERVANT
DISCLOSURE OF BENEFIT OR INTEREST

"No public servant who invests public funds for a unit of government, or who has authority to decide how public funds are invested, shall transact any personal business with, receive any pecuniary benefit from or have any financial interest in any entity, other than a governmental entity, unless he has disclosed the benefit or interest in writing to the body of which he is a member or entity for which he is working. Disclosures shall be made annually in a public meeting and shall be made part of the record of proceedings."

Wyoming Statute 6-5-118

Name: Cheryl Chitwood

Position: Clerk of District Court

Benefit/Interest Disclosed:

N/A

DATED THIS 30 DAY OF December, 2020.

Cheryl Chitwood

Signature

PUBLIC SERVANT
DISCLOSURE OF BENEFIT OR INTEREST

"No public servant who invests public funds for a unit of government, or who has authority to decide how public funds are invested, shall transact any personal business with, receive any pecuniary benefit from or have any financial interest in any entity, other than a governmental entity, unless he has disclosed the benefit or interest in writing to the body of which he is a member or entity for which he is working. Disclosures shall be made annually in a public meeting and shall be made part of the record of proceedings."

Wyoming Statute 6-5-118

Name: Pamela Merchen

Position: Chief Deputy Clerk of Court

Benefit/Interest Disclosed:

NONE

DATED THIS 4th DAY OF Jan, 2021.

Pam Merchen

Signature

PUBLIC SERVANT
DISCLOSURE OF BENEFIT OR INTEREST

"No public servant who invests public funds for a unit of government, or who has authority to decide how public funds are invested, shall transact any personal business with, receive any pecuniary benefit from or have any financial interest in any entity, other than a governmental entity, unless he has disclosed the benefit or interest in writing to the body of which he is a member or entity for which he is working. Disclosures shall be made annually in a public meeting and shall be made part of the record of proceedings."

Wyoming Statute 6-5-118

Name: Paul Wallen

Position: coroner

Benefit/Interest Disclosed:

DATED THIS 31 DAY OF ~~Jan~~ Dec, 2010.

Signature

PUBLIC SERVANT
DISCLOSURE OF BENEFIT OR INTEREST

"No public servant who invests public funds for a unit of government, or who has authority to decide how public funds are invested, shall transact any personal business with, receive any pecuniary benefit from or have any financial interest in any entity, other than a governmental entity, unless he has disclosed the benefit or interest in writing to the body of which he is a member or entity for which he is working. Disclosures shall be made annually in a public meeting and shall be made part of the record of proceedings."

Wyoming Statute 6-5-118

Name: Del Shelstad

Position: County Commissioner

Benefit/Interest Disclosed:

Owner K & D Properties

Owner The Range 307

DATED THIS 4 DAY OF January, 2021.

Signature

PUBLIC SERVANT
DISCLOSURE OF BENEFIT OR INTEREST

"No public servant who invests public funds for a unit of government, or who has authority to decide how public funds are invested, shall transact any personal business with, receive any pecuniary benefit from or have any financial interest in any entity, other than a governmental entity, unless he has disclosed the benefit or interest in writing to the body of which he is a member or entity for which he is working. Disclosures shall be made annually in a public meeting and shall be made part of the record of proceedings."

Wyoming Statute 6-5-118

Name: Russell (Rusty) Bell

Position: Commissioner

Benefit/Interest Disclosed:

Partner in City Liquor License - Bar and Liquor LLC.
Wife is owner of ABC Cpa's llc.
Owner Rusty's Taxidermy

DATED THIS 4th DAY OF Jan, 2021.

Signature

PUBLIC SERVANT
DISCLOSURE OF BENEFIT OR INTEREST

"No public servant who invests public funds for a unit of government, or who has authority to decide how public funds are invested, shall transact any personal business with, receive any pecuniary benefit from or have any financial interest in any entity, other than a governmental entity, unless he has disclosed the benefit or interest in writing to the body of which he is a member or entity for which he is working. Disclosures shall be made annually in a public meeting and shall be made part of the record of proceedings."

Wyoming Statute 6-5-118

Name: Robert L Maul

Position: Commissioner

Benefit/Interest Disclosed:

None

DATED THIS 5 DAY OF January, 2021.

Robert L Maul

Signature

PUBLIC SERVANT
DISCLOSURE OF BENEFIT OR INTEREST

"No public servant who invests public funds for a unit of government, or who has authority to decide how public funds are invested, shall transact any personal business with, receive any pecuniary benefit from or have any financial interest in any entity, other than a governmental entity, unless he has disclosed the benefit or interest in writing to the body of which he is a member or entity for which he is working. Disclosures shall be made annually in a public meeting and shall be made part of the record of proceedings."

Wyoming Statute 6-5-118

Name: DG Reardon

Position: County Commissioner

Benefit/Interest Disclosed:

None

DATED THIS 4TH DAY OF January, 2021.

Signature

PUBLIC SERVANT
DISCLOSURE OF BENEFIT OR INTEREST

"No public servant who invests public funds for a unit of government, or who has authority to decide how public funds are invested, shall transact any personal business with, receive any pecuniary benefit from or have any financial interest in any entity, other than a governmental entity, unless he has disclosed the benefit or interest in writing to the body of which he is a member or entity for which he is working. Disclosures shall be made annually in a public meeting and shall be made part of the record of proceedings."

Wyoming Statute 6-5-118

Name: Colleen Faber

Position: County Commissioner

Benefit/Interest Disclosed:

Faber Productions LLC
Faber Land + Livestock LLC
Faber Properties LLC

DATED THIS 4 DAY OF January, 2021.

Colleen Faber

Signature

PUBLIC SERVANT
DISCLOSURE OF BENEFIT OR INTEREST

"No public servant who invests public funds for a unit of government, or who has authority to decide how public funds are invested, shall transact any personal business with, receive any pecuniary benefit from or have any financial interest in any entity, other than a governmental entity, unless he has disclosed the benefit or interest in writing to the body of which he is a member or entity for which he is working. Disclosures shall be made annually in a public meeting and shall be made part of the record of proceedings."

Wyoming Statute 6-5-118

Name: Susan F. Saunders

Position: Campbell County Clerk

Benefit/Interest Disclosed:

First National Bank

Campco FCU

DATED THIS 4 DAY OF January, ~~20~~2021

Susan F Saunders

Signature

PUBLIC SERVANT
DISCLOSURE OF BENEFIT OR INTEREST

"No public servant who invests public funds for a unit of government, or who has authority to decide how public funds are invested, shall transact any personal business with, receive any pecuniary benefit from or have any financial interest in any entity, other than a governmental entity, unless he has disclosed the benefit or interest in writing to the body of which he is a member or entity for which he is working. Disclosures shall be made annually in a public meeting and shall be made part of the record of proceedings."

Wyoming Statute 6-5-118

Name: Sharon R. Groves

Position: Deputy Clerk IV

Benefit/Interest Disclosed:

Campco Federal Credit Union

First National Bank

DATED THIS 4th DAY OF January, 2021.

Sharon R. Groves

Signature

PUBLIC SERVANT
DISCLOSURE OF BENEFIT OR INTEREST

"No public servant who invests public funds for a unit of government, or who has authority to decide how public funds are invested, shall transact any personal business with, receive any pecuniary benefit from or have any financial interest in any entity, other than a governmental entity, unless he has disclosed the benefit or interest in writing to the body of which he is a member or entity for which he is working. Disclosures shall be made annually in a public meeting and shall be made part of the record of proceedings."

Wyoming Statute 6-5-118

Name: Kendra Anderson

Position: Chief Deputy County Clerk

Benefit/Interest Disclosed:

Campco Federal Credit Union
Pinnacle Bank
First National Bank, Gillette

DATED THIS 30th DAY OF December, 2020.

Kendra Anderson

Signature

PUBLIC SERVANT
DISCLOSURE OF BENEFIT OR INTEREST

"No public servant who invests public funds for a unit of government, or who has authority to decide how public funds are invested, shall transact any personal business with, receive any pecuniary benefit from or have any financial interest in any entity, other than a governmental entity, unless he has disclosed the benefit or interest in writing to the body of which he is a member or entity for which he is working. Disclosures shall be made annually in a public meeting and shall be made part of the record of proceedings."

Wyoming Statute 6-5-118

Name: SCOTT MATHENY

Position: SHERIFF

Benefit/Interest Disclosed:

DATED THIS 30 DAY OF DECEMBER 201~~7~~ 2020

Signature

PUBLIC SERVANT
DISCLOSURE OF BENEFIT OR INTEREST

"No public servant who invests public funds for a unit of government, or who has authority to decide how public funds are invested, shall transact any personal business with, receive any pecuniary benefit from or have any financial interest in any entity, other than a governmental entity, unless he has disclosed the benefit or interest in writing to the body of which he is a member or entity for which he is working. Disclosures shall be made annually in a public meeting and shall be made part of the record of proceedings."

Wyoming Statute 6-5-118

Name: Rachael Knust

Position: Campbell County Treasurer

Benefit/Interest Disclosed:

Checking acct - 1st Interstate Bank

DATED THIS 30 DAY OF December, 2020.

Rachael Knust

Signature

PUBLIC SERVANT
DISCLOSURE OF BENEFIT OR INTEREST

"No public servant who invests public funds for a unit of government, or who has authority to decide how public funds are invested, shall transact any personal business with, receive any pecuniary benefit from or have any financial interest in any entity, other than a governmental entity, unless he has disclosed the benefit or interest in writing to the body of which he is a member or entity for which he is working. Disclosures shall be made annually in a public meeting and shall be made part of the record of proceedings."

Wyoming Statute 6-5-118

Name: Yvonne Wagner

Position: Deputy County Treasurer

Benefit/Interest Disclosed:

None.

DATED THIS 4th DAY OF January, 2021.

Yvonne Wagner, Deputy

Signature

The following page(s) contain the backup material for Agenda Item: 9:30 Most Valuable Personnel (MVP) Award

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

Campbell County
wyoming

MEMO . . . *Employee Recognition Committee*

TO: Board of Commissioners
FROM: Employee Recognition Committee
DATE: November 9, 2020

SUBJECT: MVP Award (Most Valuable Personnel)

The Employee Recognition Committee is pleased to announce Randy Bury with Campbell County Public Health, has been awarded the MVP award. The Committee will like to recognize Mr. Bury with this honor at the November 17th Board Meeting.

Attached is a copy of the nomination letter the committee received for consideration.

Thank you for your ongoing support of the recognition program.

Most Valuable Personnel

It is the humble pleasure of the CAM-PLEX Marketing Team to nominate Mr. Randy Bury, Campbell County Public Health Response Coordinator, to the Employee Recognition Committee for the honor of MVP (Most Valuable Personnel). Mr. Bury meets all criteria to be awarded this recognition in the following way:

Criteria Description & Explanation

Provides Exceptional Customer Service:
Randy demonstrates an extremely positive and helpful demeanor when navigating a wide variety of unique requests and needs. He maintains a positive, professional, and approachable persona in all his work endeavors. Randy's expertise and creativity make him a true asset to our County, its safety, and its functioning amidst the COVID-19 pandemic. He willingly shares his knowledge, provides regular updates on state restrictions & requirements, and clearly explains concerns in a productive manner. Randy is an effective communicator and educator capable of tailoring his speech to audiences ranging from physicians to the public at large. He has been instrumental in maintaining public safety while guiding local events through the state variance process. Randy embodies the definition of truly exceptional customer service.

Identifies significant monetary savings opportunities:
CAM-PLEX is dedicated to booking events that increase the standard of living for the citizens of our great community. Our events create opportunities for individual & team involvement, sustain a large portion of our operating budget, and generate a substantial economic impact in our local community. Without the aid, expertise, and creativity of Randy Bury a significant portion of our events would not have taken place during the continuing COVID-19 pandemic. The inability to book or produce events during a time of unique economic challenges would almost certainly have been detrimental to a variety of local businesses, the staff they employ, and to the CAM-PLEX itself. Mr. Bury has worked tirelessly with our CAM-PLEX staff to safeguard the positive economic impact of our events while ensuring public safety is maintained. Unquestionably, Mr. Bury's dedicated service has been the critical factor in saving the monetary influx from events to CAM-PLEX and our community businesses.

Completed a special act or service that goes above their normal duties:
When originally employed by the Campbell County Public Health Department, Mr. Bury's job duties could not have encompassed his role with local event production, the state variance process, or mitigation of the COVID-19 virus. Despite this fact, he has embraced his new duties and work requirements in a near flawless manner. Mr. Bury responds to every question, call, and email with same calm demeanor and sense of professionalism. He maintains an approachable and helpful manner even when presented with the 5th call of the day from the same individual. He has made himself available to meet with event organizers, CAM-PLEX staff, and local businesses to review current restrictions, offer suggestions, and creatively explore all opportunities for safe event production. In the rare instance when Mr. Bury does not have the information to answer a question, he is quick to invest in the necessary time and research to find that answer. Mr. Bury's dedication to our community and its wellbeing is clear with every interaction an individual has with him. The commitment to Campbell County, perseverance in the face of uncertainty, positive nature, exemplary customer service, and wonderful sense of humor are just a few of the many services that Mr. Bury provides above and beyond his normal duties. He is truly a pleasure to work with and our CAM-PLEX Marketing Team feels sincerely blessed to be working with a County Public Health Response Coordinator of his high caliber.

The following page(s) contain the backup material for Agenda Item: 9:35 COVID-19 Surveillance & Testing Memorandum of Understanding

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

Campbell County
wyoming

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500 South Gillette Avenue
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(307) 682-7283
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Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS
D.G. Reardon, Chairman
Rusty Bell
Bob Maul
Del Shelstad
Colleen Faber

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: Public Health COVID-19 Surveillance and Testing Memorandum

DATE: 12/21/2020

Attached, please find a Memorandum of Understanding between the Wyoming Department of Health, Public Health Division, and Campbell County (Public Health). This Memorandum is for Public Health to utilize funds for COVID-19 surveillance and testing activities. In July of 2020, Campbell County executed a similar Memorandum of Understanding that was valid from March 13, 2020, through December 31, 2020, in $803,328.00. The Memorandum attached is for Public Health to continue using the remaining funds, which is $572,496.00. This Memorandum is valid from December 31, 2020, through June 30, 2021. These funds are federal funds (CFDA# 93.323) and require no matching funds. These funds are also budgeted through June 30, 2021. HR/Risk, the County Attorney's Office, and Grants have all reviewed this Memorandum and have requested no revisions.

Ms. Jane Glaser will be presenting this Memorandum.

Thank you!

Beth Raab

MEMORANDUM OF UNDERSTANDING BETWEEN WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION AND CAMPBELL COUNTY

1. **Parties.** The parties to this Memorandum of Understanding (Agreement) are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, and Campbell County (County), whose address is: 500 South Gillette Avenue, Suite 1600, Gillette, Wyoming 82716. This Agreement concerns the Public Health Division.

2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the County shall utilize grant funds for COVID-19 disease surveillance and testing activities.

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The performance period of the Agreement is from December 31, 2020 through June 30, 2021. All services shall be completed during this term.

   This Agreement may be extended twice by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

4. **Payment.**

   A. The Agency agrees to pay the County for the services described in Section 5, below, and in Attachment A, Statement of Work, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed five hundred seventy-two thousand, four hundred ninety-six dollars ($572,496.00). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. County shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Total federal funds provided under Catalog of Federal Domestic Assistance (CFDA) Number 93.323 shall not exceed five hundred seventy-two thousand, four hundred ninety-six dollars ($572,496.00).

   B. No payment shall be made for work performed prior to December 31, 2020. Should the County fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the County performs its duties and responsibilities to the satisfaction of Agency.

   C. When the County is working at a location requiring an overnight stay, the County shall be reimbursed at the rates set out in Wyo. Stats. §§ 9-3-102 and 9-3-103.

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

A. Provide the services and comply with the duties described in Attachment A.

B. Abide by Attachment B, Business Associate Agreement, which is attached to and incorporated into this Agreement by this reference.

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

A. Pay County in accordance with Section 4 above.

B. Provide support as described in Attachments A.

C. Monitor and evaluate the County's compliance with the conditions set forth in this Agreement.

7. **Special Provisions.**

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

B. **Environmental Policy Acts.** County 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 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

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

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

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

D. **Kickbacks.** County certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If County breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from

the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

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

F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by County or its subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.

G. **Nondiscrimination.** The County 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 any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

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

I. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the County and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

J. **Suspension and Debarment.** By signing this Agreement, County certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, County agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for

payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

K. **Administration of Federal Funds.** County agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.

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

M. **Federal Audit Requirements.** County agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars ($750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. County agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, County shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

N. **Non-Supplanting Certification.** County 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. County should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

O. **Program Income.** County shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

P. **Health Equity.** The County shall ensure that services are equitable to under-resourced, socially disadvantaged, and ethnically diverse groups; provide services that are culturally and linguistically appropriate; collect demographic information, to the extent practicable; and engage in partnerships with other public or private providers to eliminate health disparities and improve the health of all people.

8. **General Provisions.**

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

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement 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 Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The County shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

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

E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the County at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Agreements.** The Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other subrecipients for work related to this Agreement. The County shall cooperate fully with other subrecipients and the Agency in all such cases.

G. **Compliance with Laws.** The County shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the County in the performance of this Agreement shall be kept confidential by the County unless written permission is granted by the Agency for its release. If and when County receives a request for information subject to this Agreement, County shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

I. **Entirety of Agreement.** This Agreement, consisting of twelve (12) pages; Attachment A, Statement of Work, consisting of one (1) page; and Attachment B, Business Associate Agreement, consisting of six (6) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control, with the exception of that contained in Attachment B, Business Associate Agreement.

J. **Ethics.** County 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 County's profession.

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

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

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

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

O. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

P. **Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the County in the performance of this Agreement. County is the official custodian and owns all data produced in the performance of any work outside the scope of this Agreement. Agency is not responsible for maintaining the privacy or security of County data produced and maintained in the performance of any work outside the scope of this Agreement. Upon termination of services, for any reason, County agrees to return all original and derivative information and documents owned by the Agency to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

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

R. **Insurance Requirements.**

(i) During the term of this Agreement, the County shall obtain and maintain, and ensure that each subrecipient obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.

(ii) All policies shall be primary over any insurance or self-insurance program carried by the County or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against County or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

(iii) The County shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.

(iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.

(v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency's option, obtain and maintain, at the expense of the County, such insurance in the name of the County, or subrecipient, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the County under this Agreement.

(vi) All policies required by this Agreement shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.

(vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

S. **Insurance Coverage.** The County shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

(i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:

(a) $1,000,000.00 each occurrence
(b) $1,000,000.00 personal injury and advertising injury;
(c) $2,000,000.00 general aggregate; and

(d) $2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

(ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Agreement shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from County's home state to perform work under this Agreement shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The County shall provide the Agency 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 Agreement, if such coverage is required by law. If workers' compensation coverage is obtained by County through the Wyoming Department of Workforce Services' workers' compensation program, County shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

(a) Bodily Injury by Accident: $1,000,000.00 each accident;
(b) Bodily Injury by Disease: $1,000,000.00 each employee; and
(c) Bodily Injury by Disease: $1,000,000.00 policy limit.

(iii) Unemployment Insurance. The County shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The County shall supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage.

(iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of $1,000,000.00 each accident combined single limit.

(v) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the County's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Agreement, with minimum limits as follows:

(a) $1,000,000.00 each occurrence; and

(b) $1,000,000.00 general aggregate.

The policy shall have an extended reporting period of two (2) years.

T. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

U. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the County expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the County, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

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

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

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

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

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

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

BB. **Counterparts.** This Agreement 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 Agreement. Delivery by the County of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency. The County's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the Agency within five (5) business days shall be considered a material breach and may result in immediate termination of this Agreement by the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION

_____ _____
Michael A. Ceballos, Director Date

_____ _____
Stephanie Pyle, MBA Date
Senior Administrator, Public Health Division

COUNTY: CAMPBELL COUNTY

_____ _____
Chairman, Campbell County Board of Commissioners Date

COUNTY ATTORNEY: APPROVAL AS TO FORM

_____ _____
Campbell County Attorney Date

COUNTY CLERK'S ATTESTATION

_____ _____
Campbell County Clerk Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

For: Tyler M. Renner, Senior Assistant Attorney General #208922 — 12/14/2020 Date

ATTACHMENT A
STATEMENT OF WORK
COVID Disease Surveillance

General Description

This document is a Statement of Work (SOW) to define the use of funding from the Wyoming Department of Health, Public Health Division (Agency) for Campbell County's (County) COVID disease surveillance and testing activities.

Responsibilities of the County

The County agrees to:

A. Utilize funding to pay COVID-related public health personnel expenses from December 31, 2020 through June 30, 2021. Personnel expenses must be related to contact tracing, disease surveillance, isolation and quarantine, and sample collection or laboratory testing.
   1. Public health personnel costs could include, but are not limited to: staff overtime, personnel costs for temporary staff (can include benefits if included by county protocol), and personnel costs for staff that are redirected from their normal duties.
   2. Other costs related to additional personnel. Can include, but is not limited to, cell phones and computers.

B. COVID surveillance and laboratory testing:
   1. Costs can include: pay for personnel to implement and conduct expanded testing events, advertising costs for testing events, contact tracing, isolation and quarantine, administration costs for sample collection and handling, supply costs, and other approved expenses. Funding shall only be used for molecular or antigen tests for the detection of SARS-CoV-2; this funding is not approved for serologic testing. This funding is available through June 30, 2021.

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ATTACHMENT B
BUSINESS ASSOCIATE AGREEMENT BETWEEN
THE WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION AND CAMPBELL COUNTY

1. **Purpose.** The Parties to this Contract agree that Contractor, Campbell County, is a Business Associate of the Wyoming Department of Health, Public Health Division (Agency), as defined by 45 CFR § 160.103; therefore, this attachment is mandatory for purposes of this Contract. This attachment seeks to satisfy the requirements for the privacy and security and transmission of protected health information found in 45 CFR Parts 160, 162, and 164 as well as applicable Wyoming state law. Applicable Wyoming state law may include, but is not limited to, Wyo. Stat. Ann. §§ 9-2-125 et seq. and applicable rules and regulations. These statutes, rules, and regulations are collectively referred to as the "Privacy and Security Rules."

2. **Definitions.** The Parties agree that the definitions in 45 CFR Parts 160, 162, and 164 shall apply to the terms used in this attachment. For the purpose of this attachment, Contractor shall be known as the "Business Associate."

3. **Responsibilities of Business Associate Pursuant to this Attachment.** Except as otherwise permitted or required by this attachment, the Business Associate may only create, receive, maintain, or transmit protected health information received from or on behalf of the Agency as necessary to coordinate or conduct human SARS-CoV-2 testing and outbreak activities (including but not limited to contract tracing) as set forth in the Contract, as required by law, or to carry out the proper management and administration or legal responsibilities of the Business Associate. Further, the Business Associate agrees:

   A. To not create, receive, maintain, or transmit protected health information in a manner that would violate any provision of the Privacy and Security Rules, or other applicable federal, state, or local law.

   B. To establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all protected health information that the Business Associate creates, receives, maintains, or transmits on behalf of the Agency and to prevent any use or disclosure of protected health information as provided by this attachment.

   C. To comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information. The Business Associate shall provide notice of its designated security officer to the Agency within thirty (30) days following execution of this attachment.

D. To limit its use, disclosure, or requests for protected health information to the extent practicable to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request.

E. To secure all protected health information in its possession in accordance with the most current standards established by the Secretary of Health and Human Services under 13402(h)(2) of Public Law 111–5 on the Health and Human Services website.

F. To notify the Agency of any use or disclosure of protected health information not provided for by this attachment, any security incident, or any breach of unsecured protected health information of which the Business Associate becomes aware.

i. Such notice shall include the identification of each individual whose protected health information has been, or is reasonably believed to have been subject to such use, disclosure, incident, or breach, a statement indicating whether the protected health information was secured or unsecured, and a description of any security measures used.

ii. A disclosure, incident, or breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to the Business Associate, or, by exercising reasonable diligence, would have been known to the Business Associate. The Business Associate shall be deemed to have knowledge of a disclosure, incident, or breach if the same is known, or, by exercising reasonable diligence, would have been known to any person (other than the person committing the disclosure, incident, or breach) who is an employee, officer, or other agent (determined in accordance with the federal common law of agency) of the Business Associate.

iii. All reports of breach involving unsecured protected health information by the Business Associate shall also include the most current contact information available for each individual whose protected health information has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by 45 CFR § 164.404 for the notification of individuals.

G. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any subcontractor that the Business Associate uses to create, receive, maintain, or transmit protected health information on its behalf agrees to the same restrictions,

conditions, and requirements that apply to the Business Associate under the terms of this attachment.

H. To conduct electronic transactions covered by 45 CFR Part 162 as a standard transaction as required by 45 CFR Part 162, and ensure that any agents, including subcontractors, also process electronic transactions as required therein.

I. To make all protected health information received from the Agency or otherwise created, maintained, or transmitted on behalf of the Agency available to the Agency as necessary for the Agency to comply with an individual's request for access to protected health information under 45 CFR § 164.524, a public records request under Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205, or any other request that may be required by law. If the Business Associate receives such request for protected health information directly, it shall notify the Agency within three (3) business days following its receipt of such request. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for protected health information. The Parties' failure to reach an agreement regarding any such request prior to the timeframes specified in 45 CFR § 164.524 and Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205 shall be cause to terminate this Contract and all other contracts between the Parties.

J. To make any amendments to protected health information in a designated record set held by the Business Associate or by any subcontractor or agent pursuant to 45 CFR § 164.526. Should the Business Associate receive such request directly, it shall notify the Agency prior to providing any response to the person requesting amendment. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for amendment to the protected health information. The Parties' failure to reach an agreement regarding any amendment prior to the timeframes specified in 45 CFR § 164.526 shall be cause to terminate this Contract and all other contracts between the Parties.

K. To make internal practices, books and records relating to the use and disclosure of protected health information received from or created or received by the Business Associate on behalf of the Agency available to the Agency or to the Secretary of Health and Human Services for purposes of determining the Agency's or Business Associate's compliance with the Privacy and Security Rules. The Business Associate shall notify the Agency if it provides such information to the Secretary.

L. To document such disclosures of protected health information and information related to such disclosures as would be required for the Agency to respond to a request by an individual for an accounting of disclosures under 45 CFR § 164.528.

The Business Associate shall comply with the Agency's request for such information within seven (7) business days following the Agency's request. Should the Business Associate receive such request directly, it will notify the Agency. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for an accounting of disclosures. The Parties' failure to reach an agreement regarding any accounting of disclosures prior to the timeframes specified in 45 CFR § 164.528 shall be cause to terminate this Contract and all other contracts between the Parties.

M. Unless otherwise provided, to provide notice within seven (7) business days of any event that triggers the Business Associate's obligation to notify the Agency.

N. That Business Associate may be subject to civil and criminal penalties enumerated at sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320-6) with respect to violations of this attachment or the Privacy and Security Rules.

O. To assume sole responsibility for its own compliance and the compliance of its workforce with the provisions of this section.

4. **Responsibilities of Agency Pursuant to this Attachment.** The Agency shall inform the Business Associate of the Agency's notice of privacy practices and restrictions on protected health information. The first such notice and restrictions shall be given to the Business Associate no later than the date of the last signature to the Contract. In addition, the Agency agrees to the following:

A. To provide the Business Associate with the notice of privacy practices the Agency produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

B. To provide the Business Associate with any changes in, or revocation of, permission by an individual to use or disclose protected health information, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. To notify the Business Associate of any restriction to the use or disclosure of protected health information to which the Agency has agreed and which are applicable to the Business Associate, in accordance with 45 CFR § 164.522 and section 13405(a) of Public Law 111–5.

D. To not request that the Business Associate use or disclose protected health information in any manner that would not be permissible under the Privacy and Security Rules if done by the Agency.

E. To timely notify the Business Associate of any material violation of this attachment or material Privacy or Security violation by the Business Associate of which the Agency becomes aware. The Agency shall specify a time for the Business Associate, within which the Business Associate must cure the violation, if cure is possible, or within which the Business Associate must end the violation.

5. Special Business Associate Provisions

A. **Amendments.** If the Contract must be amended to ensure compliance with the Privacy and Security Rules, the Parties shall meet in good faith to agree upon such amendments. If the Parties cannot agree upon such amendments, then either party may terminate the Contract upon thirty (30) days' prior written notice to the other party.

B. **Interpretation.** Any ambiguity in this attachment shall be resolved in favor of a meaning that permits the Parties to comply with the Privacy and Security Rules. Nothing in the Contract shall be construed to allow or require either Party to violate such rules.

C. **Notices.** In addition to the notice provisions set forth in the Contract, notices arising out of or from the provisions of this attachment shall be in writing and shall be deemed provided to each respective party if by personal delivery or by, at least, first class United States mail, postage prepaid. Written notices to the Agency shall be provided to the attention of the Agency's designated representative for this Contract and, by separate mailing, to the WDH Compliance Office, 401 Hathaway Building, Cheyenne, Wyoming 82002.

D. **Termination.** In addition to the termination provisions in the General Provisions section of this Contract, the Contract may be terminated for cause if the Business Associate materially violates the terms of this attachment.

i. Material Violation of Attachment. Any violation by the Business Associate of any provision of this attachment or any other contract with the Agency which involves the use or disclosure of protected health information, as determined by the Agency, shall constitute a material violation and shall entitle the Agency to terminate this Contract immediately, seek related remedies, and to terminate all other contracts which involve the Business Associate in the use or disclosure of protected health information, by notifying the Business Associate of such termination.

ii. Cure. If the Agency receives evidence of a material violation of the obligations set forth herein, or of the Business Associate's primary contracts

with the Agency, and the Agency does not terminate this Contract pursuant to subsection "i" above, then the Agency may provide an opportunity to cure or end such violation, as applicable, within a reasonable timeframe specified by the Agency. If the Business Associate's efforts to cure or end such violation are unsuccessful within the time specified, the Agency may terminate this Contract, where feasible, or if termination is not feasible, may report the Business Associate's violation to the Secretary of Health and Human Services or his designee.

iii. Effect of Termination. Upon termination of this Contract for any reason, the Business Associate shall return or destroy all protected health information, regardless of form so that the Business Associate retains no copies of protected health information received or created on behalf of the Agency. If return or destruction of all protected health information is not feasible, the Business Associate shall notify the Agency of the conditions that make return or destruction infeasible. Upon agreement between the parties that the return or destruction of the protected health information is infeasible, the Business Associate shall extend the protections of this attachment to such information, and further limit the use and disclosure of such information only to those purposes that make its return or destruction infeasible, for so long as the Business Associate maintains the information.

iv. This provision applies equally to the Business Associate and any of its agents or subcontractors in possession or control of protected health information subject to this attachment.

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The following page(s) contain the backup material for Agenda Item: 9:40 Maternal & Child Health Memorandum of Understanding

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

Campbell County
wyoming

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Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS
D.G. Reardon, Chairman
Rusty Bell
Bob Maul
Del Shelstad
Colleen Faber

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: MCH Grant Memorandum of Understanding

DATE: 12/30/20

Attached you will find a Memorandum of Understanding between the Wyoming Department of Public Health and Campbell County. This Memorandum is for Public Health to provide home visitation services, Children's special health services and other Maternal Child Health Services that support Title V priorities. This agreement is effective through June 30, 2022. The award amount is for $180,206.00 ($100,000 is Federal dollars under CFDA 93.558 and $80,206 is State dollars). Grants, HR/Risk and the County Attorney's Office have reviewed this contract and have requested no revisions to the document.

Jane Glaser will be presenting this Contract.

Thank you!

MEMORANDUM OF UNDERSTANDING BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
CAMPBELL COUNTY

1. **Parties.** The parties to this Memorandum of Understanding (Agreement) are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, and Campbell County (County), whose address is: 2301 South 4J Road, Gillette, Wyoming 82717. This Agreement concerns Maternal and Child Health.

2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the County shall provide home visitation services, Children's Special Health (CSH) Program services, and other Maternal and Child Health (MCH) services that support Title V priorities.

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from Effective Date through June 30, 2022. All services shall be completed during this term.

   This Agreement may be extended twice by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

4. **Payment.**

   A. The Agency agrees to pay the County for the services described in Section 5 below and in Attachment A, Maternal and Child Health Services Statement of Work, which is attached to and incorporated into this Agreement by this reference. Payment shall be made in accordance with the respective pay schedule and requirements as outlined in Attachment A. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. County shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.

      i. Total federal funds provided under CFDA # 93.558 shall not exceed one hundred thousand dollars ($100,000.00).
      ii. Total state general funds provided payment under this Agreement shall not exceed eighty thousand, two hundred six dollars ($80,206.00).

   B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the County fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the County performs its duties and responsibilities to the satisfaction of Agency.

C. When the County is working at a location requiring an overnight stay, the County shall be reimbursed at the rates set out in Wyo. Stats. §§ 9-3-102 and 9-3-103.

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

A. Provide the services and comply with the duties described in Attachment A.

B. Abide by the terms of the Business Associate Agreement (BAA), Attachment B, which is attached to and incorporated into this Agreement by this reference.

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

A. Pay County in accordance with Section 4 above.

B. Provide support as described in Attachment A.

C. Monitor and evaluate the County's compliance with the conditions set forth in this Agreement.

7. **Special Provisions.**

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

B. **Environmental Policy Acts.** County 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 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

(i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
(ii) Procures a commercial sex act during the period of time that the award is in effect; or
(iii) Uses forced labor in the performance of the award or subawards under the award.

D. **Kickbacks.** County certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If County breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from

the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

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

F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by County or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.

G. **Nondiscrimination.** The County 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 any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

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

I. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the County and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

J. **Administration of Federal Funds.** County agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.* any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.

K. **Copyright License and Patent Rights.** County acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which

County purchases ownership using funds awarded under this Agreement. County must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

L. **Federal Audit Requirements.** County agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars ($750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. County agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, County shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

M. **Non-Supplanting Certification.** County 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. County should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

N. **Program Income.** County shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

O. **Health Equity.** The County shall ensure that services are equitable to under-resourced, socially disadvantaged, and ethnically diverse groups; provide services that are culturally and linguistically appropriate; collect demographic information, to the extent practicable; and engage in partnerships with other public or private providers to eliminate health disparities and improve the health of all people.

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

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

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement 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 Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The County shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

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

E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the County at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Agreements.** The Agency may award supplemental or successor Agreements for work related to this Agreement or may award Agreements to other recipients for work related to this Agreement. The County shall cooperate fully with other recipients and the Agency in all such cases.

G. **Compliance with Laws.** The County shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the County in the performance of this Agreement shall be kept confidential by the County unless written permission is granted by the Agency for its release. If and when County receives a request for information subject to this Agreement, County shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

I. **Entirety of Agreement.** This Agreement, consisting of twelve (12) pages; Attachment A, Maternal and Child Health Services Statement of Work, consisting of nine (9) pages, and Attachment B, Business Associate Agreement, consisting of six (6) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control, with the exception of that contained in Attachment B, Business Associate Agreement.

J. **Ethics.** County 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 County's profession.

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

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

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

N. **Independent Contractor.** The County shall function as an independent contractor for the purposes of this Agreement. Consistent with the express terms of this Agreement, the County shall be free from control or direction over the details of the performance of services under this Agreement. The County shall assume sole responsibility for any debts or liabilities that may be incurred by the County in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the County or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any

kind on behalf of the State of Wyoming or the Agency except as authorized by this Agreement. The County agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the County or the County's agents or employees as a result of this Agreement. Nothing in this Agreement shall be deemed to change, modify or increase such benefits to either party or its employees.

O. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

P. **Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the County in the performance of this Agreement. County is the official custodian and owns all data produced in the performance of any work outside the scope of this Agreement. Agency is not responsible for maintaining the privacy or security of County data produced and maintained in the performance of any work outside the scope of this Agreement. Upon termination of services, for any reason, County agrees to return all original and derivative information and documents owned by the Agency to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

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

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

S. **Insurance Requirements.**

(i) During the term of this Agreement, the County shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.

(ii) All policies shall be primary over any insurance or self-insurance program carried by the County or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery

under subrogation or otherwise against County or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

(iii) The County shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.

(iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.

(v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency's option, obtain and maintain, at the expense of the County, such insurance in the name of the County, or subcontractor, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the County under this Agreement.

(vi) All policies required by this Agreement shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.

(vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

T. Insurance Coverage. The County shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

(i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:

(a) $1,000,000.00 each occurrence;
(b) $1,000,000.00 personal injury and advertising injury;
(c) $2,000,000.00 general aggregate; and
(d) $2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

(ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Agreement shall be covered by workers' compensation coverage obtained through the Wyoming

Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from County's home state to perform work under this Agreement shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required. The County shall provide the Agency 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 Agreement, if such coverage is required by law. If workers' compensation coverage is obtained by County through the Wyoming Department of Workforce Services' workers' compensation program, County shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the Commercial General Liability (CGL) policy required by this Agreement, with minimum limits as follows:

(a) Bodily Injury by Accident: $1,000,000.00 each accident;
(b) Bodily Injury by Disease: $1,000,000.00 each employee; and
(c) Bodily Injury by Disease: $1,000,000.00 policy limit.

(iii) Unemployment Insurance. The County shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The County shall supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage.

(iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of $1,000,000.00 each accident combined single limit.

(v) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the County's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Agreement, with minimum limits as follows:
(a) $1,000,000.00 each occurrence; and
(b) $1,000,000.00 general aggregate.

The policy shall have an extended reporting period of two (2) years.

U. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

V. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the County expressly reserves governmental immunity.

Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the County, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

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

X. **Termination of Agreement.** This Agreement may be terminated a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; b) by either party, without cause, upon thirty (30) days prior written notice to the other party; or c) upon mutual written agreement by the parties.

(i) In the event of a material breach that is susceptible of cure or remedy, a party may not terminate the Agreement for cause unless, 1) the party seeking to terminate the Agreement first provides the other party with written notice of the intended termination, including a description of the material breach committed by the other party; and 2) a period of thirty (30) days elapses between the delivery of the notice and the termination of this Agreement without the breaching party having, in the opinion of the party alleging the breach, effectively cured or remedied the material breach.

(ii) Effect of Termination. Upon termination of this Agreement for any reason, the County shall provide to the Agency all Protected Health Information and Electronic Protected Health Information resulting from performance of this Agreement. This shall include all copies of such information regardless of form so that the County retains no copies of Protected Health Information or Electronic Protected Health Information received or created on behalf of the Agency. If return of all Protected Health Information and Electronic Protected Health Information is not feasible, County shall notify the Agency of the conditions that make return infeasible. Upon agreement between the

parties that the return of the Protected Health Information or Electronic Protected Health Information is infeasible, the County shall, for so long as the County maintains the information, a) continue to maintain the information according to the confidentiality requirements of Section 8.H. of this Agreement; b) continue to provide the Agency access to the information according to Section 8.D. of this Agreement; and c) otherwise limit the use and disclosure of such information only to those purposes that make its return infeasible. This provision shall also apply to Protected Health Information and Electronic Protected Health Information that is in the possession of subcontractors or agents of the County.

Y. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

Z. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

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

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

CC. **Counterparts.** This Agreement 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 Agreement. Delivery by the County of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency. The County's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the Agency within five (5) business days shall be considered a material breach and may result in immediate termination of this Agreement by the Agency.

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

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

AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION

Michael A. Ceballos, Director — Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division — Date

COUNTY: CAMPBELL COUNTY

Chairman, Campbell County Board of Commissioners — Date

COUNTY ATTORNEY: APPROVAL AS TO FORM

Campbell County Attorney — Date 12/30/20

COUNTY CLERK'S ATTESTATION

Campbell County Clerk — Date

CAMBELL COUNTY HEALTH DEPARTMENT

Jane Glaser, MSH, RN, APHN-BC, Director — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Tyler Renner, Assistant Attorney General #207532 — Date 11-03-2020

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AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION

Michael A. Ceballos, Director — Date

Stephanie Pyle, MBA — Date
Senior Administrator, Public Health Division

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Chairman, Campbell County Board of Commissioners — Date

COUNTY ATTORNEY: APPROVAL AS TO FORM

Campbell County Attorney — 12/30/20 Date

COUNTY CLERK'S ATTESTATION

Campbell County Clerk — Date

CAMBELL COUNTY HEALTH DEPARTMENT

Jane Glaser, MSH, RN, APHN-BC, Director — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Tyler Renner, Assistant Attorney General #207532 — 11-03-2020 Date

ATTACHMENT A:
MATERNAL AND CHILD HEALTH STATEMENT OF WORK

GENERAL DESCRIPTION

This document is a Maternal and Child Health (MCH) Statement of Work (SOW) to identify and describe deliverables required to be completed by the County related to the provision of:

1. Home visitation services;
2. Children's Special Health (CSH) Program services; and
3. MCH services that improve outcomes prioritized by Title V.

I. PAYMENT AND FISCAL REQUIREMENTS

The maximum amount of federal funds provided under CFDA# 93.558 shall not exceed one hundred thousand dollars ($100,000.00).

The maximum amount of state general funds provided shall not exceed eighty thousand, two hundred six dollars ($80,206.00).

The County agrees to continue all services referenced in this SOW through the term of the Agreement even if reimbursement of total Agreement amount is received before the expiration date.

Agency will systematically review County spending data throughout the Agreement period. If a County has significantly under spent at the time of review, the Agency will notify the County to discuss the circumstances surrounding the spending status, as well as options for proposed reallocation of funds.

If a County is underspent by twenty-five percent (25%) or more by the start of the third (3rd) quarter of each Agreement year (January 1st), funds may be reallocated at the discretion of the Agency. Counties will be invited to submit a plan for spending funds for Agency consideration before final determination, occurring no later than March 1st of each Agreement year.

A final spending assessment will be conducted by the Agency at the end of each Agreement period. If a County is underspent by ten percent (10%) or more and this represents a year-to-year trend, subsequent awards may be reduced.

Fiscal and Performance Reporting Requirements

A. The County will report expenditures based on actual costs (e.g. salary, supplies, etc.) incurred during the service month. The County must obtain written Agency approval to invoice for expenditures incurred outside of the service month.

B. The County will not request reimbursement that exceeds the contractual amount. The purpose of the Agreement is to provide funding to assist with the provision of home visitation, CSH and MCH services, as defined in Sections II - V below.

C. The County will submit monthly MCH invoices via email to the MCH State Nurse Consultant no later than the fifteenth (15th) day of the month following the service month on an approved invoice template provided by the Agency. The County will verify completeness and accuracy of the data and figures included in the invoice before submission.

   a. Invoices must include approved State General Funds (SGF) and Temporary Assistance for Needy Families (TANF) expenditures necessary to provide required deliverables. If expenditures include salary and benefits, the County will use Agency-approved time and task reports to determine the percentage of time each nurse devotes to SGF-approved activities and TANF-approved activities. Reimbursed SGF or TANF funds must be used as direct reimbursement for the expenditures listed in the MCH invoice.

D. The County will submit quarterly MCH/Public Health Nursing (PHN) performance reports no later than the last day of the month following the service quarter via a survey link provided by the Agency. The performance report for MCH services will be combined with the performance report required by PHN generally.

E. All payments are contingent upon timely (no later than the fifteenth (15th) day of the month following the service month) receipt of required monthly MCH invoices, quarterly MCH/PHN performance reports and delivery of required deliverables.

Funding Requirements

A. The County will adhere to the following TANF funding requirements:

   a. The County will complete a TANF Eligibility Form for each client served to confirm client eligibility. The form must be updated annually, or when a client's eligibility (e.g. financial eligibility, Medicaid status) changes.

   b. The County will complete time and task reporting in an Agency-approved system. The County will only use TANF codes when both the client served and the services provided to the client are eligible for TANF funding.

   c. The Agency and the Department of Family Services (DFS) will determine a service's eligibility for TANF based on the following TANF goals:

      (i) Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives,

(ii) End the dependence of needy parents on government benefits by promoting job preparation, work and marriage,
(iii) Prevent and reduce out-of-wedlock pregnancies, and
(iv) Encourage the formation and maintenance of two parent families.

d. The County will not use TANF funds for the following:
(i) The County's thirty-five percent (35%) portion of State nurse salaries,
(ii) Capital construction/remodeling,
(iii) Endowment funds,
(iv) Religious purposes,
(v) Grants to individuals,
(vi) Deficits or retirement of debt,
(vii) Lease or purchase of equipment, unless previously approved by Agency,
(viii) Rent, unless approval is granted by Agency,
(ix) Food, or
(x) Cash Incentives.

B. The County will adhere to the following SGF requirements. The purpose of SGF is to supplement County resources to provide home visitation, CSH, and MCH services. SGF counts toward the required match and maintenance of effort for the Agency's Title V MCH Services Block Grant. Therefore, SGF may also be used to address Title V priority needs.

a. The County will not use SGF for the following:
(i) Capital construction/remodeling,
(ii) Endowment funds,
(iii) Religious purposes,
(iv) Grants to individuals,
(v) Deficits or retirement of debt,
(vi) Lease or purchase of equipment, unless previously approved by Agency,
(vii) Rent, unless approval is granted by Agency,
(viii) Food, unless approval is granted by Agency, or
(ix) Cash Incentives.

C. The County must obtain prior approval of new (e.g. not previously approved) SGF and TANF expenditure requests from MCH State Nurse Consultant.

D. The County will refer to coding instructions for Public Health Nursing Informatics (PHNI), which are incorporated into the Agreement by this reference, including future revisions, or comparable Agency-approved time and task data system for information on the types of services approved for each funding source (e.g. TANF and SGF).

II. GENERAL HOME VISITATION REQUIREMENTS

A. The County will contact all eligible women as legislated in Wyoming Statute: Title 35, Chapter 27 Public Health Nursing Infant Home Visitation Services (Wyo. Stat. Ann §§ 35-27-101, -104) to offer home visitation services. Public Health Nursing within the County

will provide contacts with eligible pregnant women and following pregnancy with eligible women not contacted prenatally.

B. For each referral received, the County must make three (3) attempts to contact the referred individual, using the definition of a contact as described:
   a. A contact includes a phone call, or hospital, home, or office visit that consists of a two-way communication where information about available services is exchanged between the nurse and the client.
      (i) The goal for contacting the County resident birth referrals is seventy-five percent (75%) of referrals received.
      (ii) The goal for contacting the County resident Medicaid births is ninety-five percent (95%) of referrals received.
   b. The County will collaborate with community partners to develop or update an existing list of MCH client resources available. This list is to be used to support MCH client needs and referrals and educate MCH home visiting nurses on available community services.
   c. The County will update MCH services and resources on the Wyoming 211 website at least annually, or as services/resources change.

C. The County will use the following list, as cited in Wyo. Stat. Ann §§ 35-27-101, -104, to prioritize delivery of home visitation services.
   a. First-time pregnant women under the age of twenty (20) years who are on or eligible for Medicaid or Women, Infants, and Children (WIC), or both,
   b. Any pregnant woman or family in need of home visitation services who is referred by an attending physician,
   c. First-time births to women who, regardless of age, are on, or eligible for, Medicaid or WIC, or both,
   d. Preterm births,
   e. Victims of domestic violence,
   f. Pregnant women or mothers presenting with a mental illness or substance abuse problem or both who is an inpatient at the Wyoming State Hospital, a psychiatric hospital, or an inpatient treatment facility, or is referred for services by a community health center,
   g. Pregnant women or mothers confined to a county jail, the Wyoming Women's Center or other correctional facility in-state, on probation or parole, as a result of a conviction of a criminal offense, or
   h. Subsequent pregnancy or births where the woman or family is on, or eligible for, Medicaid or WIC, or both.

D. The County will provide home visitation services, with fidelity, according to the models listed below.
   a. The County will continue to provide Best Beginnings home visitation services, in accordance with Agency Home Visitation Guidelines, which are incorporated into the Agreement by this reference, including future revision, until the Agency transitions to the Maternal Early Childhood Sustained Home Visiting (MECSH)

home visitation model, or no later than sixty (60) days following receipt of in-person training on the MECSH model.

b. The County will provide home visitation services, in accordance with the MECSH Program Manual, Family Partnership Model Guidelines, and most current MECSH Program Addendum. The County will begin implementation of the MECSH home visitation model no later than sixty (60) days following receipt of in-person training.

E. The County will monitor home visitation program data entry into all relevant data systems including but not limited to PHNI, or comparable Agency-approved time and task data system, and MCH Data System(s), or comparable data systems. All data must be entered within seventy-two (72) hours of visit or contact excluding holidays and weekends, as required by PHN Documentation Standard 369. Data entered must be accurate and complete.

F. The County will complete all required trainings, including, but not limited to:
   a. Trainings included as part of MCH Mentorship and Orientation Plan,
   b. Partners for a Healthy Baby curriculum training,
   c. Happy Moms Healthy Babies curriculum training (Intimate Partner Violence training), and
   d. MECSH training.

G. The County will include the MCH State Nurse Consultant and the MCH State Regional Coordinator in hiring activities, including personnel interviews, for all MCH positions or positions whose duties include MCH activities.

III. MECSH HOME VISITATION REQUIREMENTS

A. The County will adhere to the following staffing and training requirements.
   a. All MECSH program staff have adequate workspace, telecommunications and computer capabilities to fulfill program requirements.
   b. In consultation with the Agency, the County will determine a full-time equivalent (FTE) or a percent (%) of a FTE devoted to implementation of the MECSH model based on the county's birth cohort and staff capacity. Counties must dedicate at least 0.5 FTE to implementation of the MECSH model unless approval of a lower FTE is granted by the Agency prior to MECSH implementation. All FTE determinations must be approved and documented by the Agency prior to MECSH implementation.
   c. The MCH State Nurse Consultant will be consulted prior to any changes in FTE status. The MCH State Nurse Consultant will be notified of any resignations of MECSH staff within two (2) business days of the change.
   d. The MECSH model is a nurse-delivered model. Therefore, staff implementing the MECSH model shall have Registered Nurse credentials.

e. All MECSH staff will participate in all training mandated by the Agency in the identified time frames.
f. The County will ensure that no home visitor, a public health nurse who is assigned the duty of home visiting under the MCH program locally, is assigned a caseload or makes a client visit until Agency assigned training is completed.
g. MECSH staff trained as MECSH Trained Trainers will participate in the facilitation of at least one (1) statewide MECSH training per Agreement year.

B. The County will adhere to the following MECSH home visiting implementation requirements.
a. The MECSH program will be implemented in accordance with the MECSH program manual, Family Partnership Model guidelines, and most current Wyoming MECSH Program Addendum, which are incorporated into the Agreement by this reference, including any future revisions.
b. Enrollment in MECSH home visiting services spans pregnancy through the child's second (2^{nd}) birthday.
c. Variations in enrollment and discharge are defined in the Wyoming MECSH Program Addendum.
d. The County will begin implementation of the MECSH home visitation model no later than sixty (60) days following receipt of in-person training. Until this time, counties shall continue to provide the Best Beginnings program.
e. Upon completion of the MECSH training, each 1.0 FTE MECSH home visitor will accept new referrals up to a caseload of twenty-five to thirty (25-30) active clients, unless otherwise approved by the Agency.
f. All clients will, at a minimum, be offered twenty-five (25) home visits according to the MECSH model for frequency of visits.
g. Counties are expected to provide routine and consistent community outreach to ensure adequate referrals sources in order to maintain required caseload. Examples include conducting hospital rounds, meeting with primary care providers, WIC, etc.

C. For each referral received, the County must make three (3) attempts to contact the client to offer MECSH.

D. The County will ensure that home visitors collect required data during client visits. The County will enter required data into the web-based database system, which will be used to report model fidelity. Data will be entered into the data system completely and accurately within seventy-two (72) hours, excluding weekend/holiday, after each client visit.

E. In addition to the MECSH program materials, the County will only use Agency-approved educational materials, such as the Florida State University's Partners for a Healthy Baby curriculum.

F. The County will keep the MCH State Nurse Consultant informed of implementation issues that arise.

G. The County will ensure that home visitors participate in MCH monthly team meetings, clinical case reviews and reflective supervision. If unable to attend the team meeting the home visitor is responsible for reviewing the team meeting/ case review recording.

H. The County will identify and participate in local and statewide Continuous Quality Improvement (CQI) activities related to MECSH. This will include such actions as reviewing agency CQI-related data on a quarterly basis with Agency staff and performing appropriate follow-up, presenting CQI related data for discussion to relevant stakeholders, and Agency participation in the annual Health Stat review meetings.
   a. The County will use an evidence based CQI method of their choosing such as; Plan Do Study Act (PDSA) cycle, LEAN/Six Sigma, etc.
   b. The County may contact Agency Performance Management/Quality Improvement (PM/QI) Council for assistance in performing CQI.

IV. CHILDREN'S SPECIAL HEALTH (CSH) PROGRAM REQUIREMENTS

The CSH Program provides care coordination services for eligible high-risk pregnant women, newborns, and children and youth with special health care needs. The purpose of the program is to identify clients, assure diagnosis and treatment, and provide care coordination, and if applicable gap-filling financial assistance using a family-centered, community-based approach. All families are eligible for care coordination services at the local level even if they are not eligible for gap-filling financial assistance.

A. The County will conduct outreach to inform potential clients, providers, and stakeholders about the CSH Program which will be recorded on the MCH/PHN quarterly performance report. Outreach will include distribution of CSH brochures and other programmatic resources approved by the Agency to private providers, clinics, hospitals, child development centers, and other local agencies at least annually.

B. The County will complete all required CSH training prior to beginning CSH duties or client visits. When possible, training will be made available on train.org/Wyoming.

C. For each referral received, the County must make three (3) attempts to contact the referred individual to assess if a CSH, Maternal High Risk (MHR), or Newborn Intensive Care (NBIC) application is appropriate and if care coordination services are needed. The County will respond to the appropriate regional CSH Benefits and Eligibility Specialist in writing within thirty (30) days of the referral. The response will include the result of the referral (e.g. submission of CSH application, referral to community resources, not eligible, declined services, or unable to contact).

D. The County will meet with families in person to complete CSH applications and annual updates.

E. The County will document CSH client assessments on the CSH Pathway document, or another assessment template approved by the Agency. The County will reference the most current Bright Futures guidelines, which are incorporated into the Agreement by this reference, including future revisions, to educate the family on recommended well visits.

F. The County will provide tier-based care coordination for high-risk pregnant women, high-risk newborns, and children and youth with special health care needs regardless of eligibility for the CSH gap-filling financial assistance program. The County will refer to the Care Coordination Manual for further details regarding base activities and contacts per tier level.

V. GENERAL MATERNAL AND CHILD HEALTH SERVICES

A. The County will perform activities that support improvement on the MCH State Priorities as described in the Title V State Action Plan. Agency staff, including MCH Program Managers, will provide technical assistance and support to the County to assist with addressing state priorities.

B. In addition to providing evidence-based home visitation services described in Section II and III and high-quality care coordination services for children and youth with special health care needs, high risk pregnant women, and high risk infants as described in Section IV, the County may receive reimbursement for time related to delivering the following approved MCH services. The Agency will provide thirty (30) day notice to the County before any changes are made to the list of approved MCH services below. For more information on approved services, please refer to coding instructions for PHNI or comparable Agency-approved time and task data system.

a. Family planning office visits for non-Title X offices,
b. Group prenatal and/or parenting classes in the clinic setting,
c. Breastfeeding consultations in the clinic setting,
d. Classroom-based sexual education approved by MCH Youth and Young Adult Health Program (YAYA) Manager in consultation with MCH State Nurse Consultant,
e. Child safety education in the clinic setting,
f. Presumptive Eligibility enrollment,
g. Planning of and participation in community baby showers for the purpose of informing the public about available MCH services,
h. Support of state-funded genetics clinics, if applicable,
i. MCH orientation and required trainings,
j. Agency approved education such as conferences and webinars, to support MCH services,
k. Multi-disciplinary Team (MDT) and Child Protection Team (CPT) meetings to support MECSH enrolled DFS clients, and
l. Community Advisory Board (CAB) meetings that support MECSH fidelity.

C. The County will track the activities described above in Section V.B. in PHNI or comparable Agency-approved time and task data system. This system will determine the County's reimbursable time and tasks each month.

D. The County will ensure all MCH staff nurses complete required MCH orientation and additional training as recommended or required by the Agency. Agency staff, including MCH Program Managers, will assure availability of relevant MCH training courses.

E. The County will include the MCH State Nurse Consultant and the MCH State Regional Coordinator in hiring activities, including personnel interviews, for all MCH positions or positions whose duties include MCH activities.

F. The County may provide other MCH services not directly reimbursed through the Agreement in order to meet identified community needs. However, the County will need to pay for these services through another mechanism (e.g. Medicaid, private insurance). Funding from the Agreement will only reimburse for MCH-approved activities referenced in Section V. B. above. Examples of services not approved under the Agreement include:
   a. Short term prenatal/postnatal visits for non-MECSH-enrolled clients (e.g. Welcome Home Visits),
   b. Child/maternal exams (e.g. infant weight checks, maternal blood pressure checks),
   c. DFS Joint Visits,
   d. Screening, Brief Intervention and Referral to Treatment (SBIRT) Assessments,
   e. Tobacco Cessation,
   f. Health fairs, and
   g. Routine County staff meetings.

G. Contractor will process health record requests using the process and forms established by the Agency, including immunization records from the Wyoming Immunization Registry (WyIR).

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ATTACHMENT B
BUSINESS ASSOCIATE AGREEMENT BETWEEN
THE WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION, AND CAMPBELL COUNTY

1. **Purpose.** The Parties to this Agreement agree that Contractor, Campbell County, is a Business Associate of the Wyoming Department of Health, Public Health Division (Agency), as defined by 45 CFR § 160.103; therefore, this attachment is mandatory for purposes of this Agreement. This attachment seeks to satisfy the requirements for the privacy and security and transmission of protected health information found in 45 CFR Parts 160, 162, and 164 as well as applicable Wyoming state law. Applicable Wyoming state law may include, but is not limited to, Wyo. Stat. Ann. §§ 35-2-605 et seq., 9-2-125 et seq., and applicable rules and regulations. These statutes, rules, and regulations are collectively referred to as the "Privacy and Security Rules."

2. **Definitions.** The Parties agree that the definitions in 45 CFR Parts 160, 162, and 164 shall apply to the terms used in this attachment. For the purpose of this attachment, Contractor shall be known as the "Business Associate."

3. **Responsibilities of Business Associate Pursuant to this Attachment.** Except as otherwise permitted or required by this attachment, the Business Associate may only create, receive, maintain, or transmit protected health information received from or on behalf of the Agency as necessary to provide Maternal and Child Health services as set forth in the Agreement, as required by law, or to carry out the proper management and administration or legal responsibilities of the Business Associate. Further, the Business Associate agrees:

   A. To not create, receive, maintain, or transmit protected health information in a manner that would violate any provision of the Privacy and Security Rules, or other applicable federal, state, or local law.

   B. To establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all protected health information that the Business Associate creates, receives, maintains, or transmits on behalf of the Agency and to prevent any use or disclosure of protected health information as provided by this attachment.

   C. To comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information. The Business Associate shall provide notice of its designated security officer to the Agency within thirty (30) days following execution of this attachment.

D. To limit its use, disclosure, or requests for protected health information to the extent practicable to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request.

E. To secure all protected health information in its possession in accordance with the most current standards established by the Secretary of Health and Human Services under 13402(h)(2) of Public Law 111–5 on the Health and Human Services website.

F. To notify the Agency of any use or disclosure of protected health information not provided for by this attachment, any security incident, or any breach of unsecured protected health information of which the Business Associate becomes aware.

i. Such notice shall include the identification of each individual whose protected health information has been, or is reasonably believed to have been subject to such use, disclosure, incident, or breach, a statement indicating whether the protected health information was secured or unsecured, and a description of any security measures used.

ii. A disclosure, incident, or breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to the Business Associate, or, by exercising reasonable diligence, would have been known to the Business Associate. The Business Associate shall be deemed to have knowledge of a disclosure, incident, or breach if the same is known, or, by exercising reasonable diligence, would have been known to any person (other than the person committing the disclosure, incident, or breach) who is an employee, officer, or other agent (determined in accordance with the federal common law of agency) of the Business Associate.

iii. All reports of breach involving unsecured protected health information by the Business Associate shall also include the most current contact information available for each individual whose protected health information has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by 45 CFR § 164.404 for the notification of individuals.

G. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any subcontractor that the Business Associate uses to create, receive, maintain, or transmit protected health information on its behalf agrees to the same restrictions, conditions, and requirements that apply to the Business Associate under the terms of this attachment.

H. To conduct electronic transactions covered by 45 CFR Part 162 as a standard transaction as required by 45 CFR Part 162, and ensure that any agents, including subcontractors, also process electronic transactions as required therein.

I. To make all protected health information received from the Agency or otherwise created, maintained, or transmitted on behalf of the Agency available to the Agency as necessary for the Agency to comply with an individual's request for access to protected health information under 45 CFR § 164.524, a public records request under Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205, or any other request that may be required by law. If the Business Associate receives such request for protected health information directly, it shall notify the Agency within three (3) business days following its receipt of such request. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for protected health information. The Parties' failure to reach an agreement regarding any such request prior to the timeframes specified in 45 CFR § 164.524 and Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205 shall be cause to terminate this Agreement and all other contracts between the Parties.

J. To make any amendments to protected health information in a designated record set held by the Business Associate or by any subcontractor or agent pursuant to 45 CFR § 164.526. Should the Business Associate receive such request directly, it shall notify the Agency prior to providing any response to the person requesting amendment. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for amendment to the protected health information. The Parties' failure to reach an agreement regarding any amendment prior to the timeframes specified in 45 CFR § 164.526 shall be cause to terminate this Agreement and all other contracts between the Parties.

K. To make internal practices, books and records relating to the use and disclosure of protected health information received from or created or received by the Business Associate on behalf of the Agency available to the Agency or to the Secretary of Health and Human Services for purposes of determining the Agency's or Business Associate's compliance with the Privacy and Security Rules. The Business Associate shall notify the Agency if it provides such information to the Secretary.

L. To document such disclosures of protected health information and information related to such disclosures as would be required for the Agency to respond to a request by an individual for an accounting of disclosures under 45 CFR § 164.528. The Business Associate shall comply with the Agency's request for such information within seven (7) business days following the Agency's request. Should the Business Associate receive such request directly, it will notify the Agency.

Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for an accounting of disclosures. The Parties' failure to reach an agreement regarding any accounting of disclosures prior to the timeframes specified in 45 CFR § 164.528 shall be cause to terminate this Agreement and all other contracts between the Parties.

M. Unless otherwise provided, to provide notice within seven (7) business days of any event that triggers the Business Associate's obligation to notify the Agency.

N. That Business Associate may be subject to civil and criminal penalties enumerated at sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320-6) with respect to violations of this attachment or the Privacy and Security Rules.

O. To assume sole responsibility for its own compliance and the compliance of its workforce with the provisions of this section.

4. **Responsibilities of Agency Pursuant to this Attachment.** The Agency shall inform the Business Associate of the Agency's notice of privacy practices and restrictions on protected health information. The first such notice and restrictions shall be given to the Business Associate no later than the date of the last signature to the Agreement. In addition, the Agency agrees to the following:

A. To provide the Business Associate with the notice of privacy practices the Agency produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

B. To provide the Business Associate with any changes in, or revocation of, permission by an individual to use or disclose protected health information, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. To notify the Business Associate of any restriction to the use or disclosure of protected health information to which the Agency has agreed and which are applicable to the Business Associate, in accordance with 45 CFR § 164.522 and section 13405(a) of Public Law 111–5.

D. To not request that the Business Associate use or disclose protected health information in any manner that would not be permissible under the Privacy and Security Rules if done by the Agency.

E. To timely notify the Business Associate of any material violation of this attachment or material Privacy or Security violation by the Business Associate of which the Agency becomes aware. The Agency shall specify a time for the Business Associate, within which the Business Associate must cure the violation, if cure is possible, or within which the Business Associate must end the violation.

5. Special Business Associate Provisions

A. **Amendments.** If the Agreement must be amended to ensure compliance with the Privacy and Security Rules, the Parties shall meet in good faith to agree upon such amendments. If the Parties cannot agree upon such amendments, then either party may terminate the Agreement upon thirty (30) days' prior written notice to the other party.

B. **Interpretation.** Any ambiguity in this attachment shall be resolved in favor of a meaning that permits the Parties to comply with the Privacy and Security Rules. Nothing in the Agreement shall be construed to allow or require either Party to violate such rules.

C. **Notices.** In addition to the notice provisions set forth in the Agreement, notices arising out of or from the provisions of this attachment shall be in writing and shall be deemed provided to each respective party if by personal delivery or by, at least, first class United States mail, postage prepaid. Written notices to the Agency shall be provided to the attention of the Agency's designated representative for this Agreement and, by separate mailing, to the WDH Compliance Office, 401 Hathaway Building, Cheyenne, Wyoming 82002.

D. **Termination.** In addition to the termination provisions in the General Provisions section of this Agreement, the Agreement may be terminated for cause if the Business Associate materially violates the terms of this attachment.

i. Material Violation of Attachment. Any violation by the Business Associate of any provision of this attachment or any other contract with the Agency which involves the use or disclosure of protected health information, as determined by the Agency, shall constitute a material violation and shall entitle the Agency to terminate this Agreement immediately, seek related remedies, and to terminate all other contracts which involve the Business Associate in the use or disclosure of protected health information, by notifying the Business Associate of such termination.

ii. Cure. If the Agency receives evidence of a material violation of the obligations set forth herein, or of the Business Associate's primary contracts with the Agency, and the Agency does not terminate this Agreement pursuant to subsection "i" above, then the Agency may provide an opportunity to cure or end such violation, as applicable, within a reasonable timeframe specified by the Agency. If the Business Associate's efforts to cure or end such violation are unsuccessful within the time specified, the Agency may terminate this Agreement, where feasible, or if termination is

not feasible, may report the Business Associate's violation to the Secretary of Health and Human Services or his designee.

iii. Effect of Termination. Upon termination of this Agreement for any reason, the Business Associate shall return or destroy all protected health information, regardless of form so that the Business Associate retains no copies of protected health information received or created on behalf of the Agency. If return or destruction of all protected health information is not feasible, the Business Associate shall notify the Agency of the conditions that make return or destruction infeasible. Upon agreement between the parties that the return or destruction of the protected health information is infeasible, the Business Associate shall extend the protections of this attachment to such information, and further limit the use and disclosure of such information only to those purposes that make its return or destruction infeasible, for so long as the Business Associate maintains the information.

iv. This provision applies equally to the Business Associate and any of its agents or subcontractors in possession or control of protected health information subject to this attachment.

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The following page(s) contain the backup material for Agenda Item: 9:45 District Support Grant, Little Thunder ISD

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

Campbell County
wyoming

Department of Public Works - Engineering Division

500 S. Gillette Avenue, Suite 1400 Gillette, WY 82716 | 307-685-8061 Office | 307-687-6468 Fax

DISTRICT SUPPORT GRANT MEMORANDUM

SECTION 1 - General

FROM: Clark Melinkovich, Public Works Senior Engineer

TO: Board of County Commissioners

SUBJECT: District Support Grant Application From: **Little Thunder I&S**

DATE: 12/15/2020

Little Thunder I&S has submitted a District Support Grant application in the amount of $1,488 for additional costs associated with the formation of their District

SECTION 2 - Grant Type and Priority

District Formation/Enlargement, Priority 1

SECTION 3 - Costs and Eligibility

Enlargement Eligible? No

Total Formation Cost:	$7,467				
Total Number of District Lots:	193				
Total allowable grant over a 5-yr period:	193	lots	@	$1,500	$ 250,000
Total amount of Grants approved over current 5-yr period:					$ -
Total amount not subject to $1500/lot limitation					$ -
Remaining Grant eligibility this current 5-yr period:					$ 250,000
Current Fiscal Year Awards	$ 4,500				O.K.
Remaining Eligibility this Fiscal Year	$ 45,500	O.K.			

SECTION 4 - Compliance

Little Thunder I&S is in compliance with the elections office per a December 16th, 2020 memo from the Elections Office.

SECTION 5 - Analysis

District Formation/Enlargement, Priority 1

(PR-1) 100%, up to $4500 max

%	Total	Grant	Item
100	$ 7,467.00	$ 1,487.50	$4500 maximum grant
50	$ -	$ -	
33	$ -	$ -	
25		$ -	
Totals	$ 7,467	$1,487.50	

SECTION 6 -Bills Received

	Company	Total
1	County Clerk	$1,487.50
	Total Formation Cost	$1,487.50

Notes: The $4500 maximum for formation costs was awarded in July 2020. This is an additional formation cost that was not included in the original request.

SECTION 7 - Recommendation

I recommend the Board approve the District Support Grant request from Little Thunder I&S Improvement and Service District in an amount not to exceed $1,487.50 for additional costs associated with the formation of their District

Funding History	
5 year	$4,500
10 year	$4,500
Since 2011	$4,500

Board Approval? $ Date Approved

Campbell County

DISTRICT SUPPORT GRANT APPLICATION

District Name: Little Thunder Improvement & Service District Requested Amount: $1,487.50
Mailing Address: PO Box 883, Gillette, WY 82717

Contact Person: Arrow Langston, Secretary/Treasurer

Day Time Phone: 307-299-8324

Application is requesting financial assistance to form a District? Yes X No

Applicant is requesting financial assistance for connection to regional water? Yes No X

Is the project anticipated to be complete in the next 18 months? Yes X No

Description of proposed project: (Include engineering reports, portion to be funded by grant, etc.)

County Fees for Setting Up District

Total project cost (estimated) (itemize on separate sheet): $1,487.50

Projected start date: Projected completion date: April 7, 2020

Briefly describe why the project is needed:
The costs to form the District exceeded the $4,500 that is generally approved for formations. Little Thunder ISD is a large District that will benefit many residents in Campbell County. The District is requesting additional grant money to cover the actual costs of forming the District.

Governing Board members: Levi Strohschein, President / Justin Dooley, Vice President / Arrow Langston, Secretary/Treasurer

Acreage (approximate) of district or proposed district: 1,794.29 acres / 10.5 miles of roads

Date of district formation (if applicable) April 7, 2020

Number of lots: 193

Population of District: 500 (approximately)

Ratio of Developed and undeveloped land: 18% undeveloped and 82% developed

Is area legally platted? Yes

District boundary map included? Yes

Is District Zoned? Yes If so, what is it zoned? Residential, Commercial, Unzoned

Is District in compliance with the Elections Office? (Submit letter of compliance). Yes

FINANCIAL INFORMATION

Current Mill Levy for the Subdivision $ None

(The District cannot assess until 2021. The District has direct billed all lots as per the fee schedule listed below. $42,210 was assessed through a direct billing which is half of what the annual assessment will be going forward. We don't anticipate much additional revenue until we can start assessing through the County Treasurer in 2021.)

Current Assessed Valuation (County Assessor's Office) $ Unknown

Current Indebtedness $ 0

Current Income statement and balance sheet $ $10,623.54 (bank balance)
$ $23,520 (Receivables balance)

Water and sewer rates, tap fees, plant investment fees, association or district dues (Describe)

Assessment Levels		**Annual Amount**
1	**$5 per month/ $60 per year**	**$60.00**
35 lots	Vacant lots only	
	Lot contains no residence, storage enclosure or any other above ground improvement	
2	**$35 per month/$420 per year**	**$420.00**
135 lots	Residential lot being utilized by Owner primarily as a residence	
	May also be utilized for small business operation	
	May have up to one commercial vehicle utilizing roadways	
	May not utilize roadways for multiple daily trips by non-homeowners	
3	**$70 per month/$840 per year**	**$840.00**
8 lots	Residential lot being utilized by Owner primarily as a residence	
	May also be utilized for small business operation	
	May have up to one commercial vehicle utilizing roadways	
	May utilize roadways for multiple daily trips by non-homeowners	
4	**$150 per month/$1800 per year**	**$1,800.00**

5 lots	Residential lot being utilized by Owner primarily as a residence or primarily for commercial purposes Lot may include a residence or may have only commercial space May have more than one commercial vehicle utilizing roadways May utilize roadways for multiple daily trips by non-homeowners	
5	**$275 per month/$3,300 per year**	**$3,300.00**
3 lots	Residential or commercial lot being utilized by Owner primarily for commercial purposes Lot may include a residence or may have only commercial space May have more than one commercial vehicle utilizing roadways May utilize roadways for multiple daily trips by non-homeowners May utilize roadways for heavy industrial use	

7 lots no assessment – Wright Water & Sewer / Easements

Will project generate user fees, charges, other revenues or income revenue? Yes_____ No_X_

List and describe other potential funding sources:
None

Other pending applications for funding:
None

Land developers or others whose business ventures will directly benefit from project and funding or other assistance requested, received, or pledged from these sources:
None

Respectfully submitted.

(SEAL)

Lori Strohschein

Title: President

Attest:

Secretary

Campbell County CENTENNIAL 1911 100 YEARS 2011

Office of
COUNTY CLERK

500 S. Gillette Avenue, Suite 1600 • P.O. Box 3010 • Gillette, Wyoming 82717-3010
Phone: 307.682.7285 • Fax: 307.687.6455

INVOICE

FORMATION OF LITTLE THUNDER IMPROVEMENT AND SERVICE DISTRICT

Set-Up Fee	$25.00
Notice of Hearing publication	972.00
Proclamation publication	164.00
Sample Ballot publication	94.50
Ballots (print 232 @ $.50)	116.00
Postage (232 @ $.50)	116.00
Total	**$1,487.50**

JL
JD
LS

Little Thunder I&S
020.7085.62

Date	Description	Award	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5	Priority 6 25%	Priority 6 33%	Priority 6 50%	Priority 7	Priority 8	Disburse	Balance
06/15/20	**DSG 19.16 Formation Costs**	4,500.00	4,500.00											4,500.00
06/15/20	Pay Req 1-Final												4,500.00	**0.00**
	5yr total	4,500.00						0.00					0.00	

193 Lots	Eligible	250,000.00
	Awards	4,500.00
	Disbursments	0.00
	Subject to 1500.	0.00
	Not subject to 1500.	0.00
	Remaining current 5-yr period	245,500.00

not subject to $1500/lot limitation

District is not eligible for any further DSG money until FY 24-25 due to $200,000.00 match for AML Road Grant

FY 20-21 District Support Grant Master List

Meeting Date	District Name	Project Cost	Grant Award	Budget Remaining	Project Description
	Beginning Approved Budget			**$ 225,000.00**	
07/07/20	Rocky Point	$ 1,800.00	$ 594.00	**$ 224,406.00**	Road Maintenance
07/07/20	Overbrook	$ 8,075.00	$ 2,019.00	**$ 222,387.00**	Road Maintenance
07/07/20	Oriva Hills	$ 24,123.00	$ 6,031.00	**$ 216,356.00**	Road Maintenance
08/04/20	Rocky Point	$ 1,800.00	$ 594.00	**$ 215,762.00**	Road Maintenance
10/06/20	Pinnacle Heights	$ 6,600.00	$ 1,650.00	**$ 214,112.00**	Road Maintenance
	Total FY20-21 Awards	**$ 42,398.00**	**$ 10,888.00**	25.68%	
	Budget Remaining		**$ 214,112.00**	95%	Budget Remaining

Breakdown of FY20-21 District Support Grant Awards		
Grant Type	**Total**	**Percentage**
Meters/water	$ -	0.0%
Road Maintenance	$ 10,888.00	100.0%
Street Sweeping	$ -	0.0%
Sewer Jetting	$ -	0.0%
Engineering/grant requests	$ -	0.0%
District Formation	$ -	0.0%
Total	$ 10,888.00	100.0%

Campbell County CENTENNIAL 1911 100 2011 YEARS

Office of
COUNTY CLERK

500 S. Gillette Avenue, Suite 1600 • P.O. Box 3010 • Gillette, Wyoming 82717-3010
Phone: 307.682.7285 • Fax: 307.687.6455

December 16, 2020

To: Helenanne Cathey
RE: Little Thunder Improvement and Service District

The compliance requirements have been met by Little Thunder Improvement and Service District. Little Thunder Improvement and Service District is a new district and some requirements are not yet applicable. The district is currently in compliance with the Campbell County Elections Office.

Notice of Board – NA

Final Budget – NA

Public Records – NA

Map - YES

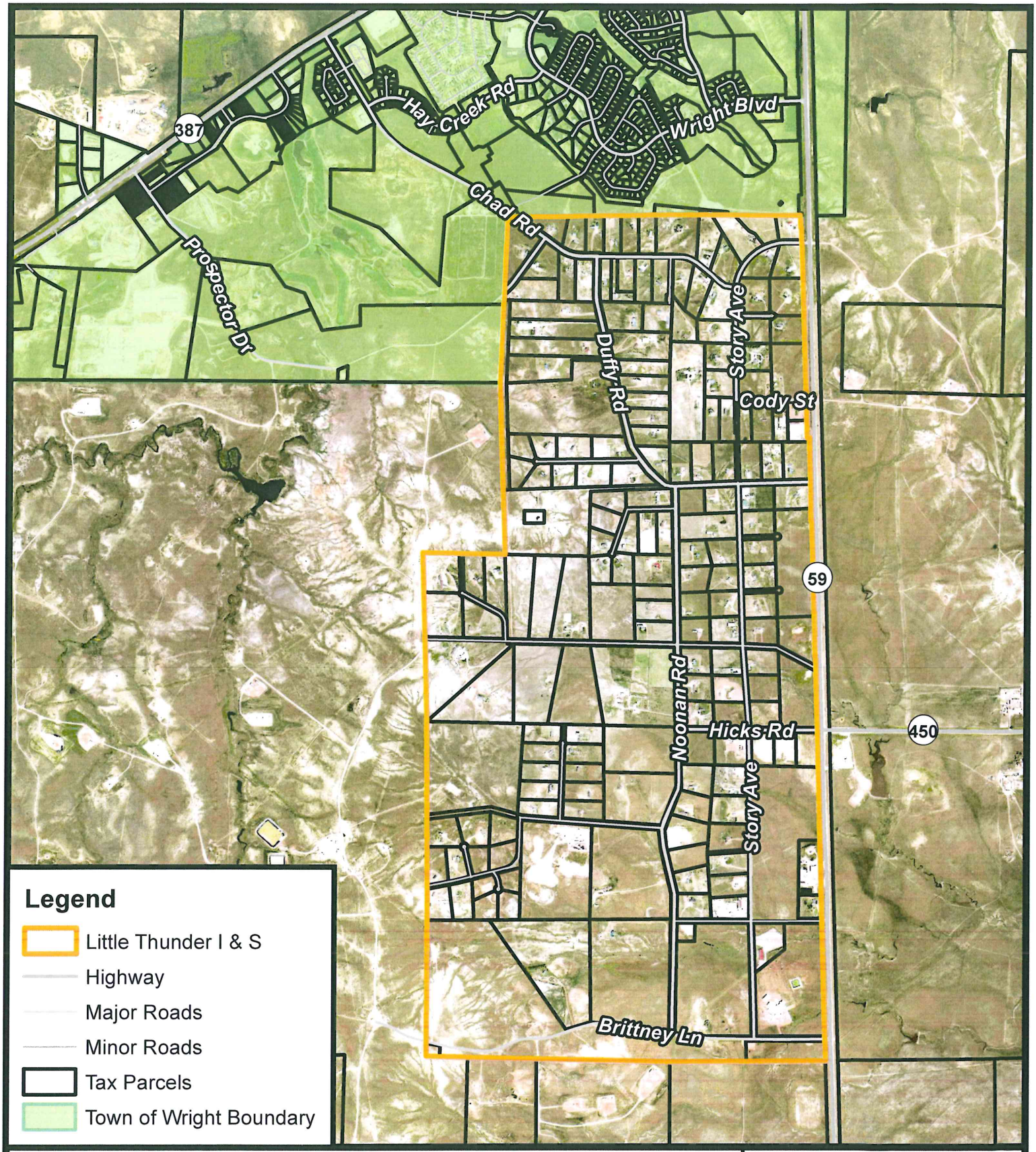
Department of Audit - YES

Department of Revenue - YES

Sincerely,

Kendra Anderson

Kendra Anderson
Deputy County Clerk



Campbell County
wyoming

Date: 12/16/2020
Time: 4:56:48 PM

N

0 1,300 2,600
Feet

CAMPBELL COUNTY
DEPARTMENT OF PUBLIC WORKS
500 S. Gillette Ave.Gillette, Wyoming 82716
Phone # 307 685-8061
Fax # 307 687-6349

Little Thunder I & S

DATE: 12/16/2020 DRAWN BY: crn08

The following page(s) contain the backup material for Agenda Item: 9:50 Elections Security Contract

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

OFFICE
500 South Gillette Avenue
Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
(307) 687-6325 FAX
www.ccgov.net

Campbell County
wyoming

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: Elections Security Contract

DATE: 12/30/20

Attached you will find a contract between the Wyoming Secretary of State's Office and Campbell County (Clerk's Office). This contract is for the installation of hardware (key fob access, cameras and additional physical security to basement storage door) and materials to protect Campbell County's voting equipment from physical threats and ensuring the integrity of upcoming elections. Campbell County earlier entered a contract for the same purposes, however, due to the timing of obtaining contractors and parts, the contract end date lapsed, hence the reason for this contract. The initial award amount was $19,228.34, which are state dollars. Campbell County has already received these funds, and after the project is complete, any remaining funds will be returned to the Wyoming Secretary of State's Office. This contract is valid through May 31, 2021. Campbell County's Public Works Building Department is organizing this project and are aware of deadlines. This contract has been reviewed by Grants, HR/Risk and the County Attorney's office and no revisions or changes were requested.

Kendra Anderson will be presenting this Contract.

Thank you!

Beth Raab

CONTRACT BETWEEN
WYOMING SECRETARY OF STATE'S OFFICE
AND
CAMPBELL COUNTY CLERK'S OFFICE

1. **Parties.** The parties to this Contract are the Wyoming Secretary of State's Office Agency), whose address is:122 W 25th St, Suites 100 and 101, Cheyenne, WY 82002-0020, and the Campbell County Clerk's Office (County), whose address is: 500 South Gillette Avenue, Suite 1600, P.O. Box 3010, Gillette, WY 82716/82717.

2. **Purpose of Contract.** The purpose of this Contract is to provide for the installation of equipment contracted and paid for under the parties' previous Contract dated September 9, 2020. Due to the COVID-19 Pandemic, the equipment installation date was delayed and the contract has expired. This Contract is intended to reaffirm the parties' obligations regarding equipment installation. Installation includes a) key fob access to doors in the elections office and equipment storage room; b) three (3) cameras within the elections office and equipment storage room; and c) improving the physical security to the door in the basement of the courthouse. Reference Attachment A – Campbell County's WYSOS Physical and Cyber Security Funding Request application, which is attached to and incorporated into this Contract by this reference.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from Effective Date through May 31, 2021. All services shall be completed during this term.

4. **Payment.**

   A. No payment shall be made by either party under this Contract. The parties acknowledge and agree that the consideration for this Contract is the payment for the installation of equipment which was made under the previous Contract dated September 9, 2020, and no additional payment is due under this Contract.

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

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

   A. Complete the project described in Attachment A.

   B. Purchase the hardware and materials appearing in Attachment B – Estimate of Cost, which is attached to and incorporated into this Contract by this reference. The County shall implement such hardware and materials in the Campbell County environment thereby further protecting Campbell County's voting equipment from physical threats and ensuring the integrity of upcoming elections.

C. Within ten (10) days of completion of the project described in Attachment A, provide a report to the Agency which contains the following:

(i) Zero-balance receipt(s) for the purchase of the hardware and materials in Attachment B and the date on which the project was complete.

(ii) Information about how the completion of this project mitigates the County's risk in relation to elections as critical infrastructure.

(iii) Information about how the County plans to continue to mitigate cyber and physical security risks in relation to elections as critical infrastructure.

6. **Responsibilities of Agency.** Maintain adequate records that properly disclose the source and application of grant funds, and make records directly related to this Contract available for audit.

7. **Special Provisions.**

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

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

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

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

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

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

D. **Kickbacks.** County 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 County breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the

agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

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

F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by County or its sub-grantees. 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 Contract related work.

G. **Nondiscrimination.** The County 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 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 projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the County and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

J. **Suspension and Debarment.** By signing this Contract, County certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, County agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

K. **Administration of Federal Funds.** County agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.

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

M. **Federal Audit Requirements.** County agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars ($750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. County agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, County shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

N. **Non-Supplanting Certification.** County 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. County 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. **Program Income.** County shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.

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 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. The venue shall be the First Judicial District, Laramie 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 out in this Contract without the prior written consent of the other party. The County shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the County which are pertinent to this Contract.

E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the County at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

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

G. **Compliance with Laws.** The County shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.

H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the County in the performance of this Contract shall be kept confidential by the County unless written permission is granted by the Agency for its release. If and when County receives a request for information subject to this Contract, County shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

I. **Entirety of Contract.** This Contract, consisting of nine (9) pages; Attachment A, Campbell County's WYSOS Physical and Cyber Security Funding Request application, consisting of four (4) pages; and Attachment B, Estimate of Cost,

consisting of three (3) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of conflict between payment terms stated in the Contract and Attachment B and those stated in Attachment A, the payment terms stated in the Contract and Attachment B shall govern over those stated in Attachment A.

J. **Ethics.** County 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 County's profession.

K. **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.

L. **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.

M. **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.

N. **Independent Contractor.** The County shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the County shall be free from control or direction over the details of the performance of services under this Contract. The County shall assume sole responsibility for any debts or liabilities that may be incurred by the County 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 County or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The County agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the County or the County's agents or employees as a result of this Contract.

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

P. **Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the County in the performance of this Contract. Upon termination of services, for any reason, County agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

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

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

S. **Insurance Requirements.** County is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and County certifies that it carries its own insurance through a private carrier. County shall provide a certificate of insurance to the Agency providing proof of insurance coverage with limits that match or exceed the amounts allowed under Wyo. Stat. § 1-39-118.

T. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

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

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

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

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

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

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

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

BB. **Counterparts.** This Contract 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 Contract. Delivery by the County of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

WYOMING SECRETARY OF STATE'S OFFICE

_____ _____

Karen L. Wheeler, Deputy Secretary of State Date

COUNTY:
COMMISSIONER ON BEHALF OF CLERK

_____ _____

DG Reardon, Chairman Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

#208886 12-17-20

Kristin M. Nuss, Supervising Attorney General Date

WYSOS Physical and Cyber Security Funding Request

This funding request is being submitted to the Wyoming Secretary of State's Office (WYSOS) for consideration of funding assistance to the county making application for physical and/or cyber security improvement funds.

Counties requesting WYSOS funding assistance must commit to implementing the related project prior to August 1, 2020.

Incomplete requests may not be considered.

1. County *

Campbell

2. Mailing Address *

PO Box 3010

3. Point of Contact Name *

Charity Stewart

4. Point of Contact Telephone *

307-686-1892

5. Point of Contact Email Address *

cds02@ccgov.net

6. Are you requesting funding assistance for physical security improvements or cyber security improvements? *

- (●) Physical Security Improvements
- ( ) Cyber Security Improvements
- ( ) Both

7. If your project involves physical security improvements, please tell us which recommendations from the assessment report you are implementing.

Add key fob access to 2 doors int he elections office and 2 doors to the election equipment storage room located in the basement of the courthouse.
Add a total of 3 cameras to both locations and tie them into the already existing CCTV system at the courthouse.
Increase the physical security to the double door in the basement, including top and bottom bolts.

8. If your project involves cyber security improvements, please describe the project and how it supports elections and cyber security.

N/A

9. How will your project increase the capability or reduce vulnerabilities in protecting, preventing, responding, or recovering from an act of terrorism in relation to elections as critical infrastructure? *

These measures will further limit access to the secure areas where both election information and equipment are stored. Adding key fob entry provides a record of who enters the space and cameras provide further evidence, if needed.

10. What is the funding amount you are requesting? *

Supporting documentation such as quotes or bid information needs to be submitted to Andrea.Byrne@wyo.gov.

$20,000

11. Milestones: Please submit a minimum of three (3) milestones. *

Milestones should represent a logical progression of the project to allow for realistic monitoring and management. Please include target dates for completion of each milestone.

1. Purchase necessary electronic equipment.
2. Add hardware to the basement double door.
3. Schedule installation of key fob entry and cameras.

Due to the current COVID-19 pandemic, we are unable to provide a proper timetable for the steps to be completed.

12. Are you currently utilizing, or have you utilized, any of the free DHS election cyber security services? *

- (●) Yes
- ( ) No

13. If yes, describe which services and when those services started in your county.

Campbell County has signed up to receive regular updates and also plans to utilize the free cyber security review in the future.

14. Email Address of Respondent *

cds02@ccgov.net

This form was created inside of State of Wyoming.

Google Forms

Attachment B Estimate of Cost

IT OUTLET INC

Sales Proposal 54907

Date 6/4/2020 **Terms** NET 30 **Valid for** 30 days **SO** 0

Customer	Ship To	Proposal By
CAMPBELL COUNTY WYOMING ATTN: ACCOUNTS PAYABLE 500 S. GILLETTE AVE #B700 GILLETTE, WY 82716 United States	CAMPBELL COUNTY WYOMING TECHNOLOGY SERVICES 500 S. GILLETTE AVE #B700 GILLETTE, WY 82716 United States	IT OUTLET INC 701 E 52nd St N Sioux Falls, SD 57104 United States
Attn: Lyle Foster	Attn: Lyle Foster	Attn: Justin Blom Fax: 855-275-4195 Email: jblom@itoutlet.com

Line	Item	Mfgr	Description	Qty	Unit Price	Extended
0001	01177-001	AXIS	M3057-PLVE 6 MEGAPIXEL NETWORK CAM Color, Monochrome - 65.62 ft Night Vision - H.264, MPEG-4 AVC, Motion JPEG - 3072 x 2048 - 1.60 mm - RGB CMOS - Cable - HDMI - Dome - Pole Mount, Recessed Mount, Corner Mount, Ceiling Mount, Pendant Mount, Parapet Mount, Wall Mount ILLUM VANDAL New	3	589.00	1,767.00

Your Price **$ 1,767.00**

All Currency Totals are in US Dollar

Full Name _____ Signature _____

You may use this form as a purchase order. Initial the items you want to purchase, enter Purchase Order (if any), sign, then mail, email or fax back to us

PO _____

Generated with IQ reseller 6/4/2020 www.IQreseller.com

1 of 1

QUOTE

Campbell County Public Works

DATE: 6-4-20

Lyle Foster PWMS
500 S. Gillette Ave.
307-689-0632
llf08@ccgov.net

TO Charity Stewart
Campbell County Elections
500 South Gillette Avenue
Gillette Wyoming 82716

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Labor to install security cameras	1	$2,500
		SUBTOTAL	$2,500
		SALES TAX	
		TOTAL	

Lyle Foster
307-689-0632

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

TEMPERATURE TECHNOLOGY INC.
(TEM-TECH)
P. O. BOX 9063
RAPID CITY, SOUTH DAKOTA 57709
605-343-1144
FAX: 605-343-8446

SCOPE LETTER

DATE: June 1, 2020

JOB NAME: Campbell County Courthouse 3 Door Accesses

TO: Lyle

SCOPE: Provide and install all door hardware and door access controls for three doors in the Courthouse. Election Office doors and Ballot Storage door. All material, labor, checkout, and programming are included. Architectural Specialties number is included in this quote.

AMMENDMENTS ACKNOWLEDGED:

BASE BID: $14,961.34

EXCLUSIONS:

TEMPERATURE TECHNOLOGY, INC.

Brad Ehresmann

Temperature Technology, Inc. is a Minority Owned Company

The following page(s) contain the backup material for Agenda Item: 9:55 Board Appointment, Airport Board

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

BOARD OPENINGS - APPLICANT SUMMARY

AIRPORT BOARD	Applicants	Employment
One (1) Five (5) Year Term	Lewis Barnum	None Listed
Ending December 31, 2025	Jeffery Bennett	Retired
Joel Ohman	Hugh Bennett	Anybody's Autos
FAIR BOARD	**Applicants**	**Employment**
Two (2) Five (5) Year Terms	Sharon Adels	Self
Ending December 31, 2025	Amanda Andreen	Buckskin Mine
Shawn Acord	Brittany Bucholz	Black Water Environmental
Sarah Edwards	Hazer Bulkley	Self/Rancher
	Raelyn Chavez	Campbell County Health
	Trevor Lynde	CC Road & Bridge
	Sarah Mooney	N/A
	Dana Pearce	First National Bank of Gillette
	Angela Raber	NWCCD
	Jason Sinner	Peabody Energy
	Bobby Shepherd	None Listed
LODGING TAX BOARD	**Applicants**	**Employment**
One (1) Three (3) Year Term	Jeff Esposito	CAM-PLEX
Ending December 31, 2023	Mark Junek	Retired-BNSF Locomotive Engineer
Curtis Burdette	Angela Raber	NWCCD
NATURAL RESOURCE & LAND USE COMMITTEE	**Applicants**	**Employment**
One (1) Three (3) Year Term	Kristopher Anderson	Land Surveying
Must Represent Agriculture	Dana Pearce	First National Bank of Gillette
Ending December 31, 2023	Angela Raber	NWCCD
	Calvin Taylor*	Self-CC Predator Board
One (1) Three (3) Year Term		
Must Represent Environmental		
Ending December 31, 2023		
One (1) Three (3) Year Term		
Must Represent Oil & Gas		
Ending December 31, 2023		
One (1) Three (3) Year Term		
Must Represent Water		
Ending December 31, 2023		
One (1) Three (3) Year Term		
Must Represent Wildlife		
Ending December 31, 2023		
Calvin Taylor		
PREDATOR MANAGEMENT DISTRICT	**Applicants**	**Employment**
Two (2) Three (3) Year Terms	Josh Eckhardt*	Innes Ranch LLC
Must Represent Sportsman	Steve Geertson	Self-Contacting
Ending December 31, 2023	Josh Steele*	None Listed
Josh Eckhardt		
Josh Steele		
REGIONAL WATER PANEL	**Applicants**	**Employment**
Two (2) Three (3) Year Terms	E. Loren Crain*	None Listed
Ending June 30, 2023	Ralph Kingan*	Retired
E. Loren Crain		
Ralph Kingan		
One (1) Unexpired Three (3) Year Term		
Ending June 30, 2022		

The following page(s) contain the backup material for Agenda Item: 10:15 Liquor Licenses

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

NOTICE OF APPLICATION FOR RENEWAL OF
RETAIL LIQUOR LICENSES
LIMITED RETAIL LIQUOR LICENSES

Notice is hereby given that the following applicant has filed an application for a new license or permit in the office of the Clerk of the County of Campbell for the following described places:

NEW RETAIL LIQUOR LICENSES

Jennifer McLaughlin dba Spotted Horse Bar, located in Section 25, T55N, R75W, 6th P.M., Campbell County, Wyoming.

Notice is hereby given that the following applicants have filed an application for renewal of a license or permit in the office of the Clerk of the County of Campbell for the following described places:

RENEWAL OF RETAIL LIQUOR LICENSES

The Office Saloon LLC, dba The Office Saloon, located in E1/2SE1/4 of Section 17, T50N, R72W, 6th P.M., Campbell County, Wyoming.

Bryan Pownall and Michael Willis dba Paradise Lounge and Gentlemen's Club, located in NE1/4NW1/4 of Section 31, T50N, R69W, 6th P.M., Campbell County, Wyoming.

Norma J. Ruff dba Ruff's Rozet Bar, located on a one-acre tract in NW1/4NW1/4 of Section 31, T50N, R69W, 6th P.M., Campbell County, Wyoming.

RENEWAL OF LIMITED LIQUOR LICENSE

Gillette Moose Lodge #1957, located on S1/2 Lot 15, W1/2 Lot 18, Champion Ventures Subdivision, Campbell County, Wyoming

Protests, if any there be against the renewal of the above listed licenses will be heard at the hour of 10:15 AM on the 5th day of January 2021, in the office of the County Commissioners in the Campbell County Courthouse.

Susan F. Saunders
Campbell County Clerk

Publishing Dates:
December 19, 2020
December 26, 2020

WLD-31 (4/17)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

License Fees
Annual Fee: $750.00
Prorated Fee: $
Transfer Fee: $
Publishing Fee: $38.85

Local License #:
Date filed with clerk: 11 / 19 / 2020
Advertising Dates: (2 Weeks) 12/19/2020 & 12/26/2020
Hearing Date: 01 / 05 / 2021

Publishing Fee Direct Billed to Applicant: ☐

License Term: 02 (Month) / 07 (Day) / 2021 (Year) Through 02 (Month) / 06 (Day) / 2022 (Year)

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

Applicant: JENNIFER McLaughlin

Trade/Business Name (dba): Spotted Horse BAR

Building to be licensed/Building Address: 7021 Hwy 14-16 (Number & Street)
Arvada (City) Wy. (State) 82831 (Zip) Campbell (County)

Mailing Address: 7021 Hwy 14-16 (Number & Street or P.O. Box)
Arvada (City) Wy. (State) 82831 (Zip)

Business Telephone Number: (307) 736-2252 Fax Number: ( )

E-Mail Address: schantzie@live.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
Sec 25, T55N, R75W, Spotted Horse, Wy

FILING FOR
☒ NEW LICENSE
☐ TRANSFER OF LOCATION
☐ TRANSFER OWNERSHIP ☐ ASSIGNMENT LETTER ATTACHED
FORMERLY HELD BY:

FILING IN (CHOOSE ONLY ONE)
☐ CITY OF:
☒ COUNTY OF: Campbell

FILING AS (CHOOSE ONLY ONE)
☒ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☐ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS
☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

☒ FULL TIME (e.g. Jan through Dec) (specify months of operation) from JAN. to DEC.
☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from SUN. to SAT.
☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 8AM to 12AM

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

If Yes, please submit a copy of the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the Sales provision for alcoholic or malt beverages is located, on page_____paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

WLD-31 (4/17)

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

☐ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).

☐ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).

☐ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).

☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) *SS.*
COUNTY OF Campbell)

Signed and sworn to before me on this 19th day of Nov., 2020 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Jennifer McLaughlin ~~AKA Schantz~~ JM	Jennifer McLaughlin ~~AKA Schantz~~ JM	OWNER
2)			
3)			
4)			
5)			
6)			

Witness my hand and official seal: Teresa A. Wilcox, Deputy

Signature of Notary Public

(SEAL)

My commission expires: 1/3/23

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

   (a) Hold any interest in the license applied for? ☐ YES ☒ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO

   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within: _____

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103 (b) ☐ YES ☒ NO

   If "YES", explain: _____

5. **If applicant is filing as an Individual, Partnership or Club:** W.S. 12-4-102 (a) (ii) & (iii)

   Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Jennifer McLaughlin	6/8/71	6989 Hwy 14-16 Dayton, WY 82837	307-751-8382	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

6. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** W.S. 12-4-102 (a) (iv) & (v)

   Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) ☐ YES ☐ NO

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building):_____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) ☐ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) ☐ YES ☐ NO

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars ($10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

10. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division) ☐ YES ☐ NO

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) ☐ YES ☐ NO

11. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY

12. LIMITED RETAIL (CLUB) LICENSE:

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

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

13. LIMITED RETAIL (CLUB) LICENSE:

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

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

14. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

WLD-28 (5/17)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:	C 4377	
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

License Fees
Annual Fee: $ 1,500.00
Prorated Fee: $
Transfer Fee: $
Publishing Fee: $38.85
Publishing Fee Direct Billed to Applicant: ☐

Local License #:
Date filed with clerk: 11 / 19 / 2020
Advertising Dates: (2 Weeks)
12/19/2020 & 12/26/2020
Hearing Date: 01 / 05 / 2021

License Term: **2/7/2021** Through **2/6/2022**

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

Applicant: **OFFICE SALOON LLC (THE)**

Trade/Business Name (dba): **OFFICE SALOON (THE)**

Building Address: (Building to be licensed) **1400 N HWY 14-16**
GILLETTE, WY 82716 CAMPBELL

Mailing Address: **1400 N HWY 14-16**
GILLETTE, WY 82716

Business Telephone Number: (307) 687-7713 Fax Number:

E-Mail Address: cmburkhardt@live.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
PT OF 5 ACRE TRACT IN E1/2, SE1/4 OF SEC 17, T50N, R72W, 6TH PM, WY

MINIMUM PURCHASE
Retail License Holders Only

Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term?

☒ YES ☐ NO
Please submit invoices to clerk

FILING IN
COUNTY OF CAMPBELL

FILING AS (CHOOSE ONLY ONE)
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☒ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

WHEN DO YOU OPERATE? (To assist the Liquor Division with scheduling inspections)

☒ FULL TIME (e.g. Jan through Dec)
(specify months of operation)
from Jan to Dec

☐ SEASONAL/PART-TIME
DAYS OF WEEK (e.g. Mon through Sat)
from Sunday to Saturday

☐ NON-OPERATIONAL/PARKED
HOURS OF OPERATION (e.g. 10a - 2a)
from 6:00AM to 2:00 AM

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(a) **OWN** the licensed building? ☒ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division. ☐ YES ☐ NO

If lease is not current, please submit a copy of the lease and indicate:

(i) When the **lease expires**, located on page_____paragraph_____of lease document.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. If the applicant is filing as an Individual or Partnership or as a Club: W.S. 12-4-102 (a) (ii) & (iii)
Each individual or partner or officer must complete this section.

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

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

3. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)
Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and** every officer, **and** every director must complete this section.

True and Correct Name	Date of Birth	***DONOT LIST PO BOXES*** Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Cheryl Burkhardt	10/7/1955	1047 N HWY 14-16 Gillette, WY 82716	307 680 5191	6	50 %	YES ☐ NO ☒	YES ☒ NO ☐
James Gabriel	5/8/1957	1047 N HWY 14-16 Gillette, WY 82716	307 660 4007	6	50 %	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

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

4. Restaurant and Bar and Grill Liquor License Holders Only:
(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)
(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

(c) **Restaurant License Holders Only**: Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-102(a)(i) (e.g. 10 x 12 room in SE corner of building):
1st Room:
2nd Room:

5. Microbrewery License Holders Only:
(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO
(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division) ☐ YES ☐ NO
(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:
(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) SS.
COUNTY OF Campbell *)*

Signed and sworn to before me on this 19th day of Nov, 2020 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		James Gabriel	owner
2)			
3)			
4)			

Witness my hand and official seal:

Signature of Notary Public

(SEAL) My commission expires: 01/03/23

WLD-28 (5/17)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:	B 4987	
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

License Fees
Annual Fee: $ 750.00 .____
Prorated Fee: $_____.____
Transfer Fee: $_____.____
Publishing Fee: $ 38.85 .____
Publishing Fee Direct Billed to Applicant: ☐

Local License #:_____
Date filed with clerk: 11 / 24 / 2020
Advertising Dates: (2 Weeks)
12/19/2020 & 12/26/2020
Hearing Date: 01 / 05 / 2021

License Term: **2/7/2021** Through **2/6/2022**

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

Applicant: **NORMA J RUFF**

Trade/Business Name (dba): **RUFFS ROZET BAR**

Building Address: (Building to be licensed) **14072 HWY 51**
ROZET, WY 82727 CAMPBELL

Mailing Address: **PO BOX 157**
ROZET, WY 82727

Business Telephone Number: (307) 682-0700 Fax Number:

E-Mail Address:

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
1 ACRE TRACT, NW1/4, SEC 31, T50N, R69W

MINIMUM PURCHASE
Retail License Holders Only
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term?
☒ YES ☐ NO
Please submit invoices to clerk

FILING IN
COUNTY OF CAMPBELL

FILING AS (CHOOSE ONLY ONE)
☒ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☐ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

WHEN DO YOU OPERATE? (To assist the Liquor Division with scheduling inspections)

☒ FULL TIME (e.g. Jan through Dec)
(specify months of operation)
from Jan to Dec

☐ SEASONAL/PART-TIME
DAYS OF WEEK (e.g. Mon through Sat)
from Sun to Sat

☐ NON-OPERATIONAL/PARKED
HOURS OF OPERATION (e.g. 10a - 2a)
from 8 AM to 12 PM

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(a) **OWN** the licensed building? ☒ YES (own)
(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)
(c) **LEASE** is current and on file with the licensing authority & Liquor Division. ☐ YES ☐ NO

If lease is not current, please submit a copy of the lease and indicate:

(i) When the **lease expires**, located on page_____paragraph_____of lease document.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. If the applicant is filing as an Individual or Partnership or as a Club: W.S. 12-4-102 (a) (ii) & (iii)
Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	***DONOT LIST PO BOXES*** Residence Address No. & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Norma Ruff	9/14/41	155 Stewart Rd Rozet, Wy 82727	680 2541	YES ☒ NO ☐	YES ☐ NO ☒	YES ☒ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

3. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)
Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and** every officer, **and** every director must complete this section.

True and Correct Name	Date of Birth	***DONOT LIST PO BOXES*** Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

4. Restaurant and Bar and Grill Liquor License Holders Only:
(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)
(Line 1) Liquor Sales: $_____(_____%)
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(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

(c) **Restaurant License Holders Only:** Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-102(a)(i) (e.g. 10 x 12 room in SE corner of building):
1st Room:
2nd Room:

5. Microbrewery License Holders Only:
(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO
(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division) ☐ YES ☐ NO
(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:
(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) *SS.*
COUNTY OF Campbell)

Signed and sworn to before me on this 24th day of Nov, 20 20 that the facts alleged in the foregoing instrument are ~~true~~ by the following:

1) Norma Ruff (Signature)	Norma Ruff (Printed Name)	Owner (Title)
2) _____ (Signature)	_____ (Printed Name)	_____ (Title)
3) _____ (Signature)	_____ (Printed Name)	_____ (Title)
4) _____ (Signature)	_____ (Printed Name)	_____ (Title)

Witness my hand and official seal: PK Daem
Signature of Notary Public

(SEAL) My commission expires: 01/03/23

WLD-28 (5/17)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:	L 4015	
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

License Fees
Annual Fee: $ 100.00
Prorated Fee: $
Transfer Fee: $
Publishing Fee: $ 38.85
Publishing Fee Direct Billed to Applicant: ☐

Local License #:
Date filed with clerk: 11 / 17 / 2020
Advertising Dates: (2 Weeks)
12/19/2020 & 12/26/2020
Hearing Date: 01 / 05 / 2021

License Term: **2/7/2021** Through **2/6/2022**

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

Applicant: **MOOSE LODGE #1957**

Trade/Business Name (dba): **MOOSE LODGE #1957**

Building Address: (Building to be licensed) **2704 HACKATHORN LN**
GILLETTE, WY 82716 CAMPBELL

Mailing Address: **PO BOX 1977**
GILLETTE, WY 827171977

Business Telephone Number: (307) 686-0212 Fax Number: (307) 686-0227

E-Mail Address:

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
S1/2, W1/2 OF LOT 18, CHAMPION VENTURES

MINIMUM PURCHASE
Retail License Holders Only

Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term?

☐ YES ☐ NO
Please submit invoices to clerk

FILING IN
COUNTY OF CAMPBELL

FILING AS (CHOOSE ONLY ONE)
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☐ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☒ ORGANIZATION
- ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
- ☐ VETERANS CLUB
- ☒ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
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SPECIAL DESIGNATIONS

WHEN DO YOU OPERATE? (To assist the Liquor Division with scheduling inspections)

☒ FULL TIME (e.g. Jan through Dec) ☐ SEASONAL/PART-TIME ☐ NON-OPERATIONAL/PARKED

(specify months of operation) from Jan to Dec

DAYS OF WEEK (e.g. Mon through Sat) from Sun to Sat

HOURS OF OPERATION (e.g. 10a - 2a) from 3 P.M to 10 P.M

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(a) **OWN** the licensed building? ☒ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division. ☐ YES ☐ NO

If lease is not current, please submit a copy of the lease and indicate:

(i) When the **lease expires**, located on page_____paragraph_____of lease document.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. If the applicant is filing as an Individual or Partnership or as a Club: W.S. 12-4-102 (a) (ii) & (iii)
Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Wade Norris	7-21-1977	5004 Carroll St. Gillette Wy 82718	660-2468	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
Gary Temple	2-15-1951	1073 E 12th St. Gillette Wy 82716	660-9443	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
Vic Silbaugh	7-24-1955	2060 W. 4-J Rd Gillette Wy 82718	686-5238	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒

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

3. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)
Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and** every officer, **and** every director must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

4. Restaurant and Bar and Grill Liquor License Holders Only:
(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)
(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

(c) **Restaurant License Holders Only**: Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-102(a)(i) (e.g. 10 x 12 room in SE corner of building):
1st Room:
2nd Room:

5. Microbrewery License Holders Only:
(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO
(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division) ☐ YES ☐ NO
(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:
(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) *SS.*
COUNTY OF Campbell)

Signed and sworn to before me on this 17 day of Nov, 20 21 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Victor Silbaugh	Admin
2)	Gary Temple	Gary Temple	Jr. Golf
3)			
4)			

Witness my hand and official seal:

Signature of Notary Public

(SEAL) My commission expires: 10/3/23

WLD-28 (5/17)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:	C 6690	
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

License Fees
Annual Fee: $750.00
Prorated Fee: $
Transfer Fee: $
Publishing Fee: $ 38.50
Publishing Fee Direct Billed to Applicant: ☐

Local License #:
Date filed with clerk: 11 / 19 / 2020
Advertising Dates: (2 Weeks)
12/19/2020 & 12/26/2020
Hearing Date: 01 / 05 / 2021

License Term: **2/7/2021** Through **2/6/2022**

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

Applicant: **BRYAN J POWNALL & MICHAEL WILLIS**

Trade/Business Name (dba): **PARADISE LOUNGE & GENTLEMANS CLUB**

Building Address: (Building to be licensed)
14116 HWY 51
ROZET, WY 82727 CAMPBELL

Mailing Address: **2607 KIRK CT**
GILLETTE, WY 82718

Business Telephone Number: (307) 682-4950 Fax Number:

E-Mail Address: paradiselounge@paradiseloungegentelmansclub.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
PT OF NE1/4, N1/2, SEC 31, T50N, R69W

MINIMUM PURCHASE
Retail License Holders Only

Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term?

☑ YES ☐ NO
Please submit invoices to clerk

FILING IN
COUNTY OF CAMPBELL

FILING AS (CHOOSE ONLY ONE)
- ☐ INDIVIDUAL
- ☒ PARTNERSHIP
- ☐ LP/LLP
- ☐ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

WHEN DO YOU OPERATE? (To assist the Liquor Division with scheduling inspections)

☒ FULL TIME (e.g. Jan through Dec) ☐ SEASONAL/PART-TIME ☐ NON-OPERATIONAL/PARKED

(specify months of operation) from January to December

DAYS OF WEEK (e.g. Mon through Sat) from Monday to Saturday

HOURS OF OPERATION (e.g. 10a - 2a) from 5:30pm to 2:00am

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(a) **OWN** the licensed building? ☑ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division. ☐ YES ☐ NO

If lease is not current, please submit a copy of the lease and indicate:

(i) When the **lease expires**, located on page_____paragraph_____of lease document.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. If the applicant is filing as an Individual or Partnership or as a Club: W.S. 12-4-102 (a) (ii) & (iii)

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	***DONOT LIST PO BOXES*** Residence Address No. & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Bryan J Pownall	04/30/63	14116 Hwy 51 Rozet, Wy 82727	307-680-1318	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
Michael E Willis	09/06/77	2607 Kirk Court Gillette, Wy 82718	307-622-0511	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

3. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and** every officer, **and** every director must complete this section.

True and Correct Name	Date of Birth	***DONOT LIST PO BOXES*** Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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

STATE OF WYOMING)
) *SS.*
COUNTY OF Campbell)

Signed and sworn to before me on this 19th day of Nov., 2020 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Bryan J Pownall	Bryan J Pownall	Owner
2)		Michael Willis	Owner
3)			
4)			

Witness my hand and official seal: Teresa A Wilcox Deputy

Signature of Notary Public

(SEAL)

My commission expires: 1/3/23