

AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

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

JUNE 2, 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 Tyler Technologies Agreement Amendment | Beth Kirsch |
| E. 9:20 Computer Assisted Mass Appraisal System (CAMA) MOU | Troy Clements |
| F. 9:25 Assignment and Assumption of Leases | Joey Williams |
| G. 9:30 Public Health Response Coordinator Grant Contract | Jane Glaser |
| H. 9:35 Airport NAVAIDS Grant Application | Shelly Besel |
| I. 9:40 Airport Marketing Grant Application | Shelly Besel |
| J. 9:45 Airport ACRGP Concessions Relief Addendum | Todd Chatfield |
| K. 9:50 Airport ACRGP Grant Agreement | Todd Chatfield |
| L. 9:55 Contract to Provide Adult Treatment Court Services | Chad Beeman |
| M. 10:00 Service Provider Agreement, Adult Treatment Courts | Chad Beeman |

BREAK I

REGULAR BUSINESS II

- | | |
|---|--------------|
| N. 10:15 Service Provider Agreement, Adolescent Substance Abuse Treatment | Jim Lyon |
| O. 10:20 Service Provider Agreement, Adult Substance Abuse Treatment | Jim Lyon |
| P. 10:25 Service Provider Agreement, Individual & Family Treatment | Jim Lyon |
| Q. 10:30 Resolution for Special Resolution | Sean Brown |
| R. 10:35 AVI Retail Sales Agreement | Carol Seeger |

*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. [10:40 University of Wyoming Research Agreement](#)

Carol Seeger

T. 10:45 Proposed Budget FY2021-2022 for Publication

Susan Saunders

EXECUTIVE SESSION

U. 10:50 Personnel

Brandy Elder

ADJOURN

Consent Agenda

MINUTES

Board of Commissioners Special Meeting, May 12, 2021
Board of Commissioners Executive Session, May 12, 2021
Board of Commissioners Directors Workshop, May 17, 2021
Board of Commissioners Executive Session, May 17, 2021
Board of Commissioners Regular Meeting, May 18, 2021
Board of Commissioners Fair Board Meeting, May 18, 2021
Board of Commissioners Parks and Recreation Board Meeting, May 24, 2021

MONTHLY REPORTS

Sheriff's Office, Detention – April 2021

PAYROLL PAYMENTS

May 15, 2021

CANCELLATION/REBATE OF TAXES

#4292, 4293, 4297, 4298, 4299, 4300, 4303, 4304, 4305, 4307

CHANGE IN POSITION ALLOCATION

Campbell County Fire Department – Sr. Mechanic

LINE ITEM TRANSFERS

Commissioners Office

Transfer \$4,000.00 from 013.6079 Newsletter to 013.6532 Computer Supplies

Parks & Recreation

Transfer \$1,500.00 from 7704.6687 Landscaping Sup. to 7704.6673 Playground

Maintenance

Transfer \$1,800.00 from 7704.6687 Landscaping Sup. to 7704.6751 Vehicle Parts not Capital

Transfer \$93.00 from 7701.6517.2 Staff Development to 7701.6234.1 Copier

Transfer \$800.00 from 7710.6024.320 Bell Nob Maintenance to 7710.6024.313 Outside Services

Transfer \$1,800.00 from 7710.6700 Golf Course Accessories to 7710.6703 Seed and Sod

Transfer \$1,780.00 from 7710.6777 Building Maintenance to 7710.6770 Grounds Maintenance

Public Works

Transfer \$2,676.64 from 020.7085 District Support Grants to 020.7085.20 Central Campbell County

Road & Bridge

Transfer 8,550.00 from 141.6902 Culverts to 141.6901 Autogates

Rockpile Museum

Transfer \$500.00 from 721.6302 Airplane, Train, Bus to 721.6706.1 Gift Shop Purchases

Transfer \$750.00 from 721.6112 Electricity to 721.6114 Propane, Natural Gas

Transfer \$400.00 from 721.6023 Fulltime-O.T. to 721.6024 Part-Time Regular

*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.

OFFICIAL BOND AND OATH

Los Caballos Service & Improvement Service District – Troy A. Collins

POSITION VACANCY JUSTIFICATIONS

Airport – Executive Director

Public Health – Public Health Nurse

Sheriff's Office – Detention Officer/Deputy Sheriff (2 Positions)

SICK LEAVE TRANSFERS

Request transfer of 16 hours from Employee #533851 to Employee #620592

Request transfer of 40 hours from Employee #103771 to Employee #620592

Request transfer of 16 hours from Employee #533843 to Employee #620592

STATE ELECTRICAL CONTRACTOR'S LICENSE RENEWAL

Curtis Wendling – Master Electrician

HAND WARRANTS

Campbell County Treasurer – HSA/FLEX	48,240.21
Campbell County Clerk Tax Account	29,439.68
Sheridan County Circuit Court	284.04
Campco Federal Credit Union	226.01
Great West Trust Company	34,482.50
Wyoming Child Enforcement	1,688.38
State of Wyoming – Department of Revenue & Taxation	98.41
WAG – Division of Criminal Investigation	39.00

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
May 12, 2021
Gillette, Wyoming

Special Meeting

The Campbell County Board of Commissioners met in a Special Meeting, Wednesday, May 12, 2021 at 9:00AM.

The purpose of the Special Meeting was to consider approving a resolution on horse racing, historic horse racing and simulcast events, and a resolution approving the employment of outside legal counsel.

Present were Rusty Bell, Del Shelstad, Bob Maul, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director and Sean Brown, Deputy County Attorney. Commissioners DG Reardon and Colleen Faber were present telephonically.

Steve Rozier provided public comment.

Commissioner Shelstad moved to approve Resolution #2079 approving 307 Horse Racing LLC to conduct pari-mutuel wagering on live horse racing, historic horse racing, and simulcast events at 910 N. Gurley Avenue, Gillette, Wyoming. Commissioner Bell seconded the motion. Commissioner Faber – Aye, Commissioner Reardon - Nay, Commissioner Shelstad - Aye, Commissioner Bell - Aye, Chairman Maul - Aye. Carried.

Commissioner Bell moved to approve Resolution #2080 approving the employment of Tom Thompson with MacPherson & Thompson, LLC and Kay Lynn Bestol with Sundahl, Powers, Kapp & Martin, LLC to represent and defend Campbell County in Case No. 39832 in the District Court for the Sixth Judicial District. Commissioner Shelstad seconded the motion. Commissioner Faber - Aye, Commissioner Reardon - Nay, Commissioner Shelstad - Aye, Commissioner Bell - Aye, Chairman Maul - Aye. Carried.

Commissioner Bell moved to convene into Executive Session for litigation. Commissioner Shelstad seconded the motion. All Voted – Aye Carried.

The Commissioners reconvened into the Special Meeting at 9:55 AM.

There being no further business to come before the Commissioners, the meeting was adjourned at 9:55 AM.

Susan F. Saunders, Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

Office of County Commissioners
May 17, 2021
Gillette, WY

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, May 17, 2021 at 1:30 PM.

Present were Rusty Bell, Colleen Faber, Bob Maul, DG Reardon, Del Shelstad, Commissioners; Susan F. Saunders, County Clerk; Sean Brown, Deputy County Attorney; Todd Chatfield, Airport Director of Operations; Tausha Edmonds, Children's Developmental Services Early Head Start Coordinator; Brandy Elder, HR Director; Jeff Bender, Fire Chief; Jeff Esposito, CAM-PLEX Director; Rachael Knust, County Treasurer; Terri Lesley, Library Director; Jane Glaser, Public Health Director; Kim Fry, Extension Director; Liz Edwards, Fair Coordinator; Matt Olsen, Public Works Director; Kevin Geis, Road and Bridge Director and Quade Schmelzle, Weed and Pest Director. Carol Seeger, Commissioners Administrative Director was absent from the meeting.

Discussion was held on position vacancy justifications for CAM-PLEX, Children's Developmental Services, Library, Road and Bridge, and Treasurer's Office.

Brandy Elder provided updates on the Courthouse emergency evacuation procedures and the Worker's Compensation rate.

Jeff Esposito discussed a change in his budget request to purchase 600 port-a-johns for CAM-PLEX.

Chief Bender provided an updated on the agreement with Campbell County Health.

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

Commissioner Bell moved to convene into executive session to discuss personnel. Commissioner Faber seconded the motion. All Voted – Aye Carried.

The Commissioners reconvened into the Directors Workshop at 2:20 PM.

A workshop was held with Ken Schiebel and Brian Quinn from PFM Management.

There being no further business to come before the Board the meeting was adjourned at 3:55 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

Office of County Commissioners
May 18, 2021
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, May 18, 2021. Chairman Maul called the meeting to order at 9:00 AM. Commissioner Faber led in prayer and Chairman Maul led the Pledge of Allegiance.

Present were Rusty Bell, DG Reardon, Bob Maul, Del Shelstad, Colleen Faber, Commissioners, Susan F. Saunders, County Clerk, and Sean Brown, Deputy County Attorney. Carol Seeger, Commissioners Administrative Director was absent from the meeting.

The following consent agenda was presented:

MINUTES:

Board of Commissioners Fire Board Meeting, April 28, 2021
Board of Commissioners Directors Workshop, May 3, 2021
Board of Commissioners Regular Meeting, May 4, 2021

MONTHLY REPORTS:

Clerk of District Court – April 2021
County Clerk – April 2021
Sheriff's Office – April 2021
Treasurer's Office – April 2021

PAYROLL PAYMENTS:

April 30, 2021
May 1, 2021

AGREEMENTS:

Amendment Number One of the Grant Agreement for Project No. AGCC69B between the Federal Aviation Administration and Campbell County for the Northeast Wyoming Regional Airport to increase the maximum obligation by \$40,091 (from 4,620,000 to 4,660,091) to cover the Federal share of the total actual eligible and allowable project costs.

LINE ITEM TRANSFERS:

Airport - Transfer \$10,000 from 751.6112 to Electricity 751.6114 Propane, Natural Gas; transfer \$1,000 from 751.6758 Electrical Supplies to 751.6759 Water & Sewer Maintenance; transfer \$1,000 from 751.6772 ILS Maintenance to 751.6789 Fuel Farm Maintenance

Extension Office - Transfer \$100 from 106.6517.2 Staff Development to 106.6517.3 Conference/Seminar Work; transfer \$80 from 106.6281 Automobile to 106.6517.3 Conference/Seminar Work; transfer \$170 from 106.6281 Automobile to 106.7488 Program Support

Parks & Recreation - Transfer \$2,866 from 7704.6022 Full-time Regular to 7701.6023 Full-time OT; transfer \$2,968 from 7702.6024.322 Ice Arena Custodial to 7702.6024.310 Ice Arena Facility Monitor; transfer \$1,450 from 7702.6024.311 Ice Skate Instructor to 7702.6024.310 Ice Arena Facility Monitor; transfer \$350 from 7702.6683 First Aid to 7702.666 Janitorial Supplies; transfer \$500 from 7704.6687 Landscaping

Supplies to 7702.6755 General Vehicle Maintenance; transfer \$200 from 7702.6553 Clothing/Uniforms to 7702.6767 General Equipment

Public Works - Transfer \$3,625.00 from 020.7085 District Support Grants to 020.7085.20 Central Campbell County; transfer \$2,644 from 020.7085 District Support Grants to 020.7085.39 Overbrook; transfer \$576.84 from 020.7085 District Support Grants to 020.7085.21 Rocky Point

POSITION VACANCY JUSTIFICATIONS:

CAM-PLEX – Event Custodial Supervisor

Children’s Developmental Services – Instructional Assistant

Library – Library Head Page

Road & Bridge – Equipment Operator

Treasurer’s Office – Deputy County Treasurer I

SOCIAL MEDIA REQUESTS:

Fair – Facebook, Instagram, YouTube

HAND WARRANTS:

Campbell County Clerk Tax Account	\$20,060.00
Campbell County Treasurer	3,586.83
Great West Trust Company	4,595.00
Campco Federal Credit Union	950.00
Campbell County Clerk Tax Account	290,599.98
Campbell County Treasurer	46,080.21
Sheridan County Circuit Court	284.05
Campco Federal Credit Union	226.01
Great West Trust Company	34,854.16
Wyoming Child Support	1,688.38
Tyler Technologies Inc	1,200.00

Commissioner Faber moved to approve all items of the Consent Agenda as presented.

Commissioner Reardon seconded the motion. All Voted-Aye. Carried.

Elaine Jessen and Cathrine Gallilee provided public comment.

Commissioner Bell moved to approve the Patrick Leahy Bulletproof Vest Partnership Application for the Campbell County Sheriff’s Office to receive reimbursement of up to fifty percent for the purchase of six body armor/bulletproof vests, as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the Memorandum of Understanding between the Wyoming Department of Health, Public Health Division and Campbell County to provide home visitation, Children’s Special Health Program Services and other maternal health services that support Title V priorities, in the amount of \$173,229, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Reardon moved to approve the American Rescue Plan Grant Application for the Children’s Developmental Services Early Head Start Program to receive one-time federal

funding, in the amount of \$43,074, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the Early Head Start Continuation Grant Application for the Children's Developmental Services, in the amount of \$375,663 with a local match of \$93,916, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commission Reardon moved to approve the agreement between Baylor University and Campbell County Children's Developmental Services regarding field instruction for students in speech pathology, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve the Volunteers of America (VOA) Northern Rockies Application for 2021-2022 Sub Grant Funding for the 48 Hour Hold Program, in the amount of \$36,789, as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Reardon moved to approve the Community Services Block Grant (CSBG) FY2021 Grantee Application for Funds in the amount of \$220,586, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the District Support Grant Application for Central Campbell County Improvement and Service District in the amount of \$2,676.64 from the Optional One Percent Sales Tax fund for cleaning sewer mains. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Reardon moved to approve Resolution Number 2081 for the appointment of Alex Berger, Weston County Attorney, in and for Weston County, or other designee of the Weston County Attorney's Office, to represent Campbell County and to make, in their sole discretion, a proper disposition of all potential criminal matters involving Case Numbers DC-9501, DC-9560, and DC-9563 in which the Campbell County Attorney's Office has a conflict of interest. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the Simple Subdivision for Jeff Swaney, Case Number 21.01 CRSD, to divide 39.56 acres into two parcels, 19.81 acres and 19.75 acres in size, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Reardon moved to award the Parking Garage Rehab Project to Earthwork Solutions for the MMA deck coating system in the amount of \$65,202.20, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Faber announced that there are board openings and the applications are on the County's website.

There being no further business to come before the Commissioners the meeting was adjourned at 10:35 AM. The next regular meeting of the Commissioners will be held Wednesday, June 2, 2021, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Susan F. Saunders, County Clerk
Board of County Commissioners

Bob Maul, 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
May 18, 2021
Gillette, WY

The Campbell County Board of Commissioners attended the Fair Board meeting, Tuesday, May 18, 2021 at 6:00 PM.

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

Discussion was held on the 100th Anniversary celebration of the Fair.

No action was taken by the Commissioners and they left the meeting at 6:15 PM.

Kendra Anderson, Deputy Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

Office of County Commissioners
May 24, 2021
Gillette, WY

The Campbell County Board of Commissioners met with the Parks and Recreation Board
Monday, May 24, 2021 at 4:00 PM.

Present were Rusty Bell, Bob Maul, Del Shelstad, Colleen Faber, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director and members of the Parks and Recreation Board. Commissioner DG Reardon was present telephonically. Sean Brown, Deputy County Attorney was absent from the meeting.

The new Parks and Recreation Director, Dwayne Dillinger, was introduced.

Discussion was held on the Centennial Section property and the old landfill property.

Discussion was held on the bridge at the Centennial Section property. It was the consensus of the Board to remove the bridge.

Discussion was held on the Northeast Wyoming taskforce for recreation.

Commissioner Bell thanked Rick Mansur for his time with Campbell County.

No action was taken by the Commissioners and they left the meeting at 4:40 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

Sheriff's Dept--Detention
Monthly Statement April 2021

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

The State of Wyoming } ss.
County of Campbell

This instrument was filed
on the____ day of____
20____.

County Clerk

By_____
Deputy



MONTHLY SHERIFF'S STATEMENT-*DETENTION CENTER*

Statement of the collection of **Scott D. Matheny** as Sheriff within and for the County of Campbell, State of Wyoming, for the month ending **April 2021** and filed with the County Clerk for presentation of the Board of County Commissioners of said County as required by Wyoming State Statute 18-3-814.

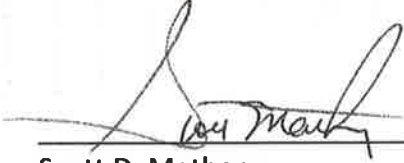
COUNTY SHERIFF

City of Gillette Housing	\$4,750.00
Restitution	\$16.66
Medical Reimbursement	\$1,889.98
CCCF Housing	\$1,380.00
Probation Sanctions	\$1,080.00
Parolee Housing	\$6,695.00
24/7 Program	\$5,784.75
Juvenile Housing	\$1,500.00
TOTAL	\$23,096.39

Direct Deposit

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

Date: 5/12/21



Scott D. Matheny
Campbell County Sheriff

PAYROLL PAYMENT

FOR THE PAY PERIOD (s) ENDING

May 15, 2021

_____, _____

_____, _____

We do hereby approve the County Payroll as presented this 1st day of June, 2021

Member

Member

Member

Member

Chairman

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4292

2-19-21
date processed

NAME: ANSCHUTZ EXPLORATION CORPORATION

NOTICE ISSUED FOR:

NOVC# 2021-0055

OTHER:

☒ PARTIAL
☒ REBATE
☐ CANCELLATION

YEAR 2020

ACCOUNT/PARCEL# 50060206

TAX NOTICE NO. 108

DISTRICT NO. 100

ASSESSED VALUATION: 29

AMOUNT:\$ 1.74

Troy A. Clements COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS _____ DAY OF _____, 20 ____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

Commissioner
COUNTY CLERK

Receipt: 108 Year: 2020 See Notes ANSCHUTZ EXPLORATION CORPORATIONPaid Date: 5 / 13 / 2021 Full Yr: Parcel: 50060206 Dist: 0100

<u>First Half</u>	<u>Tax Paid</u>	<u>Date Pd</u>	<u>Interest</u>	<u>Tax Due</u>	<u>Totals</u>
Property. . .	\$.00	5/13/2021	<u>\$2559.30</u>	\$28202.00	\$30761.30
Spec. Assmnt.	<u>\$.00</u>		<u>\$.00</u>	<u>\$.00</u>	<u>\$.00</u>
	\$.00		\$2559.30	\$28202.00	\$30761.30

Due: 11/10/2020

CP#: CR#: Second Half

Property. . .	\$.00	5/13/2021	<u>\$41.73</u>	\$28202.00	\$28243.73
Spec. Assmnt.	<u>\$.00</u>		<u>\$.00</u>	<u>\$.00</u>	<u>\$.00</u>
	\$.00		\$41.73	\$28202.00	\$28243.73

Due: 5/10/2021

CP#: CR#: \$.00\$2601.03\$56404.00FDIC#: Tax Deed Issued: Paid: \$.00Bankruptcy Date: Outstanding: \$59005.03



WYOMING DEPARTMENT OF REVENUE

**IN THE MATTER OF THE
ASSESSMENT OF
ANSCHUTZ EXPLORATION
CORPORATION**

**NOTICE OF VALUATION CHANGE
2021-0055**

Operator ID: 01758

**ASSESSOR
Campbell**

Page 1 of 2

1. On February 3, 2021, Anschutz Exploration Corporation filed an amended return for property number 07174.
2. Anschutz Exploration Corporation filed the amended return for property number 07174 on their own initiative.

In accordance with W.S. 39-14-208(b)(iii), the Department of Revenue is authorized to rely on final audit findings, taxpayer amended returns or department review, and to certify mine product valuation amendments to the county assessor of the county in which the property is located.

Pursuant to W.S. 39-14-208(b)(i), you are hereby notified, without prejudice to any and all rights, powers, and defenses of the government entities involved, of changes in valuation for each year by the amounts indicated in this notice. ANSCHUTZ EXPLORATION CORPORATION address is:

ANSCHUTZ EXPLORATION CORPORATION
STANLEY VARGAS
555 17TH STREET STE 2400
DENVER, COLORADO 80202

**THIS NOTICE OF VALUATION CHANGE IS A FINAL ADMINISTRATIVE DECISION BY THE
DEPARTMENT OF REVENUE.**

Exceptions to this assessment and final administrative decision of the Department of Revenue may be instituted per W.S. 39-11-102(c) pursuant to Rules, Chapter 2, Section 5, Wyoming State Board of Equalization, by filing a written notice of appeal with the Board, in care of Executive Secretary/Legal Counsel, PO Box 448, Cheyenne, Wyoming 82003-0448 or by fax transmission to the State Board's fax number (307) 777-6363. The notice shall briefly state in ordinary and concise language the issues upon which the appeal is based, the contentions of the petitioner, the relief desired, and be accompanied by a copy of the decision at issue. The notice shall also contain the phone number, fax number if available, and mailing address of petitioner, representative or attorney.

Unless otherwise required by law, the appeal notice must be postmarked or filed with the Board within thirty (30) days of the date of the final administrative decision at issue.

Wyoming Department of Revenue, Mineral Tax Division, 122 West 25th Street, Suite E301, Herschler Building East
Cheyenne, WY 82002-0110

Phone (307) 777-5237 – Internet: <http://revenue.wyo.gov> – E-mail: directorofrevenue@wyo.gov

WYOMING DEPARTMENT OF REVENUE

**IN THE MATTER OF THE
ASSESSMENT OF
ANSCHUTZ EXPLORATION
CORPORATION**

**NOTICE OF VALUATION CHANGE
2021-0055**

Operator ID: 01758

**ASSESSOR
Campbell**

Page 2 of 2

<u>Tax Year</u>	<u>Prod Year</u>	<u>Group Name</u>	<u>Group Number</u>	<u>County</u>	<u>Tax District</u>	<u>Mineral</u>	<u>Taxable Value Change</u>
2020	2019	PORCUPINE	007174	Campbell	0100	Natural Gas	(29)

MADE AND ENTERED at Cheyenne, Wyoming, this 18th day of February, 2021



**Dan Noble
Director, Department of Revenue**

WYOMING DEPARTMENT OF REVENUE



**Craig Grenvik
Administrator, Mineral Tax Division**

2-19-21

NOV #2021-0055

*(829)
MLX 60.056
(#1.74)*

*Rebate #4892
see sch #60206*

Wyoming Department of Revenue, Mineral Tax Division, 122 West 25th Street, Suite E301, Herschler Building East
Cheyenne, WY 82002-0110

Phone (307) 777-5237 – Internet: <http://revenue.wyo.gov> – E-mail: directorofrevenue@wyo.gov

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4293

8-19-21
date processed

NAME: NORTH STAR OPERATING COMPANY

NOTICE ISSUED FOR:

NOVC# 2021-0074

OTHER:

☒ PARTIAL
☐ REBATE
☒ CANCELLATION

YEAR 2020

ACCOUNT/PARCEL# 27423

TAX NOTICE NO. 3783

DISTRICT NO. 100

ASSESSED VALUATION: 161,928

AMOUNT:\$ 9,724.72

Joy A. Combs COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS _____ DAY OF _____, 20 ____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

Receipt: 3783 Year: 2020 See Notes NORTH STAR OPERATING COMPANYPaid Date: 5 / 13 / 2021 Full Yr: Parcel: 27423 Dist: 0100

<u>First Half</u>	<u>Tax Paid</u>	<u>Date Pd</u>	<u>Interest</u>	<u>Tax Due</u>	<u>Totals</u>
Property. . .	\$.00	5/13/2021	\$882.51	\$9724.72	\$10607.23
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$.00		\$882.51	\$9724.72	\$10607.23

Due: 11/10/2020

CP#: CR#:

5/13/21 Cncl #14293

<u>Second Half</u>	<u>Tax Paid</u>	<u>Date Pd</u>	<u>Interest</u>	<u>Tax Due</u>	<u>Totals</u>
Property. . .	\$.00		\$.00	\$9724.72	\$9724.72
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$.00		\$.00	\$9724.72	\$9724.72

Due: 5/10/2021

CP#: CR#:

\$.00	\$882.51	\$19449.44
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FDIC#: Tax Deed Issued: Paid: \$.00Bankruptcy Date:

Outstanding: \$10607.23

AMOUNT(S) IN DUE FIELD VOIDED.

Campbell County
Rachael Knust, Treasurer
2020 STATE ASSESSED - MINERALS TAX BILL

(307) 682-7268
<https://www.ccgov.net/>

PO. Box 1027
 Gillette, WY 82717

			Assessed Valuation	
District	Parcel Number	State Acct. No.	Assessed Value	
0100	000027423	C0027423		297,541
NORTH STAR OPERATING COMPANY ATTN BRICE G CARPENTER 1551 THREE CROWNS DR SUITE 302 CASPER, WY 82604-3196			Total Valuation	297,541
			Mill Levy	60.056
			General Taxes	19,449.44
			Special Taxes	0.00
			Total Tax	\$19,449.44

(Payment Schedule is provided below)

Address changed? Notify the County Assessor at (307) 682-7266

Legal Description

If you have sold this property and are not responsible for payment, please forward this bill to the responsible party or to this office

TAX DOLLAR USE			2/19/2021 Cancel # 4293 2nd 1/2 only 2020 taxes per NOVC#2021-0074
TAXING AUTHORITY	LEVY	AMOUNT	
CAMPBELL COUNTY GOVERNMENT	11.276	3,651.78	Payments may be mailed to: CAMPBELL COUNTY TREASURER PO. Box 1027 Gillette, WY 82717-1027
CNTY HOSPITAL DIST TRUST FUND	3.000	971.56	
CNTY SPEC CEMETERY BOARD TRUST	.826	267.50	
CNTY UNIFIED SPEC DIST TRST FD	25.000	8,096.38	
CNTY WEED & PEST BOARD TRUST	.454	147.04	
COOPERATIVE HIGHER EDUC SERV	.500	161.92	
COUNTY WIDE SCHOOL TRUST FUND	6.000	1,943.14	
STATE OF WY FOUND PRG TRST FND	12.000	3,886.26	
UNIFIED SCHOOL - RECREATION	1.000	323.86	
TOTAL	60.056	19,449.44	

DUE DATES AND PAYMENT INFORMATION

First half installments are delinquent after November 10, 2020. Second half installments are delinquent after May 10, 2021.

Any delinquent installment will bear interest at 18%.

Interest on first installment will be forgiven if TOTAL TAX is paid ON OR BEFORE December 31, 2020

Tax bills are always sent directly to taxpayers. Mortgage companies are provided tax information electronically.

Please contact your mortgage company directly if in doubt about payment responsibility.

THIS IS THE ONLY BILL YOU WILL RECEIVE!

Parcel# : 000027423

1st Half Installments

<u>Install#</u>	<u>Due Date</u>	<u>Amount</u>
1	10/10/2020	4,862.36
2	11/10/2020	4,862.36
		<u>9,724.72</u>

Parcel# : 000027423

2nd Half Installments

<u>Install#</u>	<u>Due Date</u>	<u>Amount</u>
1	04/10/2021	3,240.28
2	05/10/2021	3,242.22
3	06/10/2021	3,242.22
		<u>9,724.72</u>

4/7/21
date processed

No: 4297

OTHER: MOBILE HOME BURNED

COUNTY CLERK

Receipt: 12492 Year: 2019

CARRILLO MIGUEL

Paid Date: 5 / 13 / 2021

Parcel: 22414 Dist: 0150

<u>First Half</u>	<u>Tax Paid</u>	<u>Date Pd</u>	<u>Interest</u>	<u>Tax Due</u>	<u>Totals</u>
Property. . .	\$.00		\$.00	\$12.74	\$12.74
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$.00		\$.00	\$12.74	\$12.74

Due: 11/10/2019

CP#:

CR#:

Second Half

Property. . .	\$.00		\$.00	\$12.74	\$12.74
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$.00		\$.00	\$12.74	\$12.74

Due: 5/10/2020

CP#:

CR#:

\$.00

\$.00

\$25.48

FDIC#:

Tax Deed Issued:

Paid: \$.00

Bankruptcy Date:

Outstanding: \$.00

AMOUNT(S) IN DUE FIELD VOIDED.

V57111

Maintain Past Years

Action Code: I

V5711

Schedule #: 22414 Yr: 2019 Owner: CARRILLO MIGUEL
Receipt #: 12492 Addr1: 235 JICARILLA LN
Parcel ID: 17111100022414 Addr2:
City: GILLETTE St WY Zip 827162477

Book Page

District : 150 CITY OF GILLETTE

Owner Type : 4 General Public

Zone Code: -----

Imps Code: -----

Status : ACTIVE

Sq. Ft: -----

Acres : -----

Yr Blt: -----

Market

Taxable

Land :

Imps :

Eqlz :

----- DESCRIPTION -----

S: 5100 FOOTHILLS MH

MOBILE HOME: 1983 MARLETTE VIN: K3061

6

Lot/Sec: 235

Block/Twnshp: -----

Range: -----

House#: 235

Dir: -----

St: JICARILLA

Suf: LN

Unt: -----

Pers : 3,944 375

Exmpt:

State:

Total: 3,944 375

F2=Etal F4=Addl Name F5=Addl Legal F6=A/R F8=Note F10=P/D F11=BanK F24=More

4/7/21

Cancellation # 4297

Mobile

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4298

4/7/21
date processed

NAME: VIDAL COSS NAVIDAD JOSE

NOTICE ISSUED FOR:

NOVC#

OTHER: MOBILE HOME GONE

☐ PARTIAL
☐ REBATE
☒ CANCELLATION

YEAR 2016

ACCOUNT/PARCEL# 41105

TAX NOTICE NO. 5639

DISTRICT NO. 100

ASSESSED VALUATION: 301

AMOUNT:\$ 17.94

 COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS _____ DAY OF _____, 20 ____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

Receipt: 5639 Year: 2016 See Notes

VIDAL COSS NAVIDAD JOSE

Paid Date: 5 / 13 / 2021

Parcel: 41105 Dist: 0100

<u>First Half</u>	<u>Tax Paid</u>	<u>Date Pd</u>	<u>Interest</u>	<u>Tax Due</u>	<u>Totals</u>
Property. . .	\$.00		\$.00	\$8.97	\$8.97
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$.00		\$.00	\$8.97	\$8.97

Due: 11/10/2016

CP#: _____

CR#: _____

5/13/21 Cancel # 4278

<u>Second Half</u>	<u>Tax Paid</u>	<u>Date Pd</u>	<u>Interest</u>	<u>Tax Due</u>	<u>Totals</u>
Property. . .	\$.00		\$.00	\$8.97	\$8.97
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$.00		\$.00	\$8.97	\$8.97

Due: 5/10/2017

CP#: _____

CR#: _____

\$.00	\$.00	\$17.94
--------	--------	---------

FDIC#: _____

Tax Deed Issued: _____

Paid: \$.00

Bankruptcy Date: _____

Outstanding: \$.00

AMOUNT(S) IN DUE FIELD VOIDED.

V57111

Maintain Past Years

Action Code: I

V5711

Schedule #: 41105 Yr: 2016 Owner: VIDAL COSS NAVIDAD JOSE
Receipt # : 5639 Addr1: 300 HILLSIDE DR SPC 9
Parcel ID : 17111100041105 Addr2: _____
City : GILLETTE St WY Zip 827162727

Book PageDistrict . . . : 100 CAMPBELL COUNTYOwner Type . . . : 4 General Public

Zone Code. . . : _____

Imps Code. . . : _____

Status . . . : ACTIVE

Sq. Ft: _____

Acres : _____

Yr Blt: _____

MarketTaxable

Land :

Imps :

Eqlz :

Pers : 3,164 301

Exmpt:

State:

Total: 3,164 301

----- DESCRIPTION -----

S: 5270 LAKEVIEW MOBILE HOME PARKMOBILE HOME: 1971 BELMONT VIN: 27910Lot/Sec: 9

Block/Twnshp: _____ Range: _____

House#: 300 Dir: _____ St: HILLSIDE Suf: DR Unt: _____

F2=Etal F4=Addl Name F5=Addl Legal F6=A/R F8=Note F10=P/D F11=BanK F24=More

4/7/21

Cancellation # 4298

mobile home gone

Receipt: 5637 Year: 2017 See Notes

VIDAL COSS NAVIDAD JOSE

Paid Date: 5 / 13 / 2021

Parcel: 41105 Dist: 0100

<u>First Half</u>	<u>Tax Paid</u>	<u>Date Pd</u>	<u>Interest</u>	<u>Tax Due</u>	<u>Totals</u>
Property. . .	\$.00		\$.00	\$5.53	\$5.53
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$.00		\$.00	\$5.53	\$5.53

Due: 11/10/2017

CP#: _____

CR#: _____

Second Half

Property. . .	\$.00	\$.00	\$5.53	\$5.53
Spec. Assmnt.	\$.00	\$.00	\$.00	\$.00
	\$.00	\$.00	\$5.53	\$5.53

Due: 5/10/2018

CP#: _____

CR#: _____

\$.00

\$.00

\$11.06

FDIC#: _____

Tax Deed Issued: _____

Paid: \$.00

Bankruptcy Date: _____

Outstanding: \$.00

AMOUNT(S) IN DUE FIELD VOIDED.

V57111

Maintain Past Years

Action Code: I

V5711

Schedule #: 41105 Yr: 2017 Owner: VIDAL COSS NAVIDAD JOSE
Receipt #: 5637 Addr1: 300 HILLSIDE DR SPC 9
Parcel ID: 17111100041105 Addr2: _____
City: GILLETTE St WY Zip 827162727

Book _____ Page _____

District . . . : 100 CAMPBELL COUNTYOwner Type . . . : 4 General Public

Zone Code. . . : _____

Imps Code. . . : _____

Status . . . : ACTIVE

Sq. Ft: _____

Acres : _____

Yr Blt: _____

MarketTaxable

Land :

Imps :

Eqlz :

Pers :

1,954

186

Exmpt:

State:

Total:

1,954

186

----- DESCRIPTION -----

S: 5270 LAKEVIEW MOBILE HOME PARKMOBILE HOME: 1971 BELMONT VIN: 27910Lot/Sec: 9

Block/Twnshp: _____ Range: _____

House#: 300 Dir: _____ St: HILLSIDE Suf: DR Unt: _____

F2=Etal F4=Addl Name F5=Addl Legal F6=A/R F8=Note F10=P/D F11=BanK F24=More

4/7/21

Cancellation # 4299

mobile home gone

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING
COUNTY OF CAMPBELL

No: 4300

4/7/24
date processed

NAME: VIDAL COSS NAVIDAD JOSE

NOTICE ISSUED FOR:

NOVC#

OTHER: MOBILE HOME GONE

☐ PARTIAL

☐ REBATE

☒ CANCELLATION

YEAR 2018

ACCOUNT/PARCEL# 41105

TAX NOTICE NO. 5547

DISTRICT NO. 100

ASSESSED VALUATION: 181

AMOUNT:\$ 10.80

 COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS _____ DAY OF _____, 20 _____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 _____

COUNTY CLERK

Receipt: 5547 Year: 2018 See Notes

VIDAL COSS NAVIDAD JOSE

Paid Date: 5 / 13 / 2021

Parcel: 41105 Dist: 0100

<u>First Half</u>	<u>Tax Paid</u>	<u>Date Pd</u>	<u>Interest</u>	<u>Tax Due</u>	<u>Totals</u>
Property. . .	\$.00		\$.00	\$5.40	\$5.40
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$.00		\$.00	\$5.40	\$5.40

Due: 11/10/2018

CP#: _____

CR#: _____

Second Half

Property. . .	\$.00		\$.00	\$5.40	\$5.40
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$.00		\$.00	\$5.40	\$5.40

Due: 5/10/2019

CP#: _____

CR#: _____

\$.00

\$.00

\$10.80

FDIC#: _____

Tax Deed Issued: _____

Paid: \$.00

Bankruptcy Date: _____

Outstanding: \$.00

AMOUNT(S) IN DUE FIELD VOIDED.

V57111

Maintain Past Years

Action Code: I

V5711

Schedule #: 41105 Yr: 2018 Owner: VIDAL COSS NAVIDAD JOSE
Receipt #: 5547 Addr1: 300 HILLSIDE DR SPC 9
Parcel ID: 17111100041105 Addr2: _____
City: GILLETTE St WY Zip 827162727

Book Page

District . . . : 100 CAMPBELL COUNTYOwner Type . . : 4 General Public

Zone Code. . . : _____

Imps Code. . . : _____

Status . . . : ACTIVE

Sq. Ft: _____

Acres : _____

Yr Blt: _____

MarketTaxable

Land :

Imps :

Eqlz :

Pers :

1,903

181

Exmpt:

State:

Total:

1,903

181

----- DESCRIPTION -----

S: 5270 LAKEVIEW MOBILE HOME PARKMOBILE HOME: 1971 BELMONT VIN: 27910

Lot/Sec: _____

Block/Twnshp: _____ Range: _____

House#: 300 Dir: _____ St: HILLSIDE Suf: DR Unt: _____

F2=Etal F4=Addl Name F5=Addl Legal F6=A/R F8=Note F10=P/D F11=BanK F24=More

4/7/21

Cancellation # 4300
mobile home gone

4-9-2021
date processed

No: 4303

NOTICE ISSUED FOR:

OTHER: BUSINESS CLOSED

☐ PARTIAL
☒ REBATE
☐ CANCELLATION

YEAR 2019

ACCOUNT/PARCEL# 30060819**TAX NOTICE NO. 10723**

DISTRICT NO. 150

ASSESSED VALUATION: 713

AMOUNT:\$ 48.42

Jay A. Clements COUNTY ASSESSOR

APPROVED: _____ **DENIED:** _____

THIS _____ DAY OF _____, 20____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20____

COUNTY CLERK

Receipt: 10723 Year: 2019 See Notes

ALL OCCASIONS PARTY RENTALS

Paid Date: 5 / 13 / 2021

Parcel: 30060819 Dist: 0150

<u>First Half</u>	<u>Tax Paid</u>	<u>Date Pd</u>	<u>Interest</u>	<u>Tax Due</u>	<u>Totals</u>
Property. . .	\$.00		\$.00	\$24.21	\$24.21
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$.00		\$.00	\$24.21	\$24.21

Due: 11/10/2019

CP#: _____

CR#: _____

Second Half

Property. . .	\$.00		\$.00	\$24.21	\$24.21
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$.00		\$.00	\$24.21	\$24.21

Due: 5/10/2020

CP#: _____

CR#: _____

\$.00

\$.00

\$48.42

FDIC#: _____

Tax Deed Issued: _____

Paid: _____ \$.00

Bankruptcy Date: _____

Outstanding: _____ \$.00

AMOUNT(S) IN DUE FIELD VOIDED.

V57111

Maintain Past Years

Action Code: I

V5711

Schedule #: 30060819 Yr: 2019 Owner: ALL OCCASIONS PARTY RENTALS
Receipt #: 10723 Addr1: ATTN DEBORAH A PETTIT
Parcel ID: 17333300060819 Addr2: 502 S OSBORNE AVE
City: GILLETTE St WY Zip 827164351

Book Page

Sq. Ft: -----

Acres :

Yr Blt: -----

District . . . : 150 CITY OF GILLETTE

Owner Type . . : 4 General Public

Zone Code. . . : -----

Imps Code. . . : -----

Status : ACTIVE

Market

Taxable

Land :

Imps :

Eqlz :

Pers : 7,500 713

Exmpt:

State:

Total: 7,500 713

----- DESCRIPTION -----

S: -----

PERSONAL PROPERTY

Lot/Sec: -----

Block/Twnshp: ----- Range: -----

House#: 502 Dir: S St: OSBORNE Suf: AVE Unt: -----

F2=Etal F4=Addl Name F5=Addl Legal F6=A/R F8=Note F10=P/D F11=Bank F24=More

4-9-2021

Cancellation # 4303
Business Closed

Receipt: 10408 Year: 2020 See Notes

ALL OCCASIONS PARTY RENTALS

Paid Date: 5 / 13 / 2021

Parcel: 30060819 Dist: 0150

<u>First Half</u>	<u>Tax Paid</u>	<u>Date Pd</u>	<u>Interest</u>	<u>Tax Due</u>	<u>Totals</u>
Property. . .	\$.00		\$.00	\$24.26	\$24.26
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$.00		\$.00	\$24.26	\$24.26

Due: 11/10/2020

CP#:

CR#:

5/13/2021

Cancel II 4304

<u>Second Half</u>	<u>Tax Paid</u>	<u>Date Pd</u>	<u>Interest</u>	<u>Tax Due</u>	<u>Totals</u>
Property. . .	\$.00		\$.00	\$24.26	\$24.26
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$.00		\$.00	\$24.26	\$24.26

Due: 5/10/2021

CP#:

CR#:

\$.00

\$.00

\$48.52

FDIC#: _____

Tax Deed Issued: _____

Paid: \$.00

Bankruptcy Date: _____

Outstanding: \$.00

AMOUNT(S) IN DUE FIELD VOIDED.

V57111

Maintain Past Years

Action Code: I

V5711

Schedule #: 30060819 Yr: 2020 Owner: ALL OCCASIONS PARTY RENTALS
 Receipt #: 10408 Addr1: ATTN DEBORAH A PETTIT
 Parcel ID: 17333300060819 Addr2: PO BOX 3112
 City: GILLETTE St WY Zip 827173112

Book Page

District . . . : 150 CITY OF GILLETTEOwner Type . . : 4 General PublicZone Code. . . : Imps Code. . . : Status : ACTIVESq. Ft: Acres : Yr Blt: MarketTaxable

Land :

Imps :

Eqlz :

Pers : 7,500 713

Exmpt:

State:

Total: 7,500 713

----- DESCRIPTION -----

S: PERSONAL PROPERTYLot/Sec: Block/Twnshp: Range: House#: 502 Dir: S St: OSBORNE Suf: AVE Unt:

F2=Etal F4=Addl Name F5=Addl Legal F6=A/R F8=Note F10=P/D F11=BanK F24=More

4-9-2021

Cancellation # 4304

Business Closed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4305

4-9-2021
date processed

NAME: NORTHERN PRODUCTION COMPANY LLC

NOTICE ISSUED FOR:

NOVC#

OTHER: BUSINESS CLOSED

☐ PARTIAL

☐ REBATE

☒ CANCELLATION

YEAR 2020

ACCOUNT/PARCEL# 30053811

TAX NOTICE NO. 19215

DISTRICT NO. 150

ASSESSED VALUATION: 260,908

AMOUNT:\$ 17,756.36

 COUNTY ASSESSOR

APPROVED: _____

DENIED: _____

THIS _____ DAY OF _____, 20 ____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

Receipt: 19215 Year: 2020 See Notes

NORTHERN PRODUCTION COMPANY LLC

Paid Date: 5 / 13 / 2021

Parcel: 30053811 Dist: 0150

<u>First Half</u>	<u>Tax Paid</u>	<u>Date Pd</u>	<u>Interest</u>	<u>Tax Due</u>	<u>Totals</u>
Property. . .	\$.00		\$.00	\$8878.18	\$8878.18
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$.00		\$.00	\$8878.18	\$8878.18

Due: 11/10/2020

CP#: _____

CR#: _____

Second Half

Property. . .	\$.00		\$.00	\$8878.18	\$8878.18
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$.00		\$.00	\$8878.18	\$8878.18

Due: 5/10/2021

CP#: _____

CR#: _____

\$.00

\$.00

\$17756.36

FDIC#: _____

Tax Deed Issued: _____

Paid: _____ \$.00

Bankruptcy Date: _____

Outstanding: _____ \$.00

AMOUNT(S) IN DUE FIELD VOIDED.

V57111

Maintain Past Years

Action Code: I

V5711

Schedule #: 30053811 Yr: 2020 Owner: NORTHERN PRODUCTION COMPANY LLC
 Receipt #: 19215 Addr1: ATTN MERIT ADVISORS
 Parcel ID: 17333300053811 Addr2: PO BOX 330
 City: GAINESVILLE St TX Zip 762410330

Book Page

District . . . : 150 CITY OF GILLETTEOwner Type . . : 4 General PublicZone Code. . . : Imps Code. . . : Status : ACTIVESq. Ft: Acres : Yr Blt: MarketTaxable

Land :

Imps :

Eqlz :

Pers : 2,268,769 260,908

Exmpt:

State:

Total: 2,268,769 260,908

----- DESCRIPTION -----

S: PERSONAL PROPERTYLot/Sec: Block/Twnshp: Range: House#: 701 Dir: St: SINCLAIR Suf: ST Unt:

F2=Etal F4=Addl Name F5=Addl Legal F6=A/R F8=Note F10=P/D F11=BanK F24=More

4-9-2021

Cancellation # 4305
 Business Closed

PETITION FOR REBATE/CANCELLATION OF TAXES

5-3-21
date processed

STATE OF WYOMING
COUNTY OF CAMPBELL

No: 4307

NAME: BALLARD PETROLEUM HOLDINGS LLC

NOTICE ISSUED FOR:

NOVC# 2021-0140

OTHER:

☒ **PARTIAL**
☒ **REBATE**
☐ **CANCELLATION**

YEAR 2018

ACCOUNT/PARCEL# 50050466

TAX NOTICE NO. 219

DISTRICT NO. 100

ASSESSED VALUATION: 197,084

AMOUNT:\$ 11,747.59

Troy A. Clements **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

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

BOARD OF COUNTY COMMISSIONERS

FILED _____, **20** _____

COUNTY CLERK

V57111

Maintain Past Years

Action Code: I

V5711

Schedule #: 50050466 Yr: 2019 Owner: BALLARD PETROLEUM HOLDINGS LLC
Receipt #: 219 Addr1: ATTN MOLLY CONRAD
Parcel ID: 17555500050466 Addr2: PO BOX 577
City: LAUREL St MT Zip 590440577

Book Page

District . . . : 100 CAMPBELL COUNTY

Owner Type . . : 2 Dept of Revenue

Zone Code. . . :

Imps Code. . . :

Status : ACTIVE

Sq. Ft:

Acres :

Yr Blt:

Market

Taxable

Land :

Imps :

Eqlz :

Pers :

Exmpt:

----- DESCRIPTION -----

S:

CERTIFIED BY DOR-GAS

Lot/Sec:

Block/Twnshp: Range:

State: 14,771,306 14,771,306

Total: 14,771,306 14,771,306

House#: Dir: St: Suf: Unt:

F2=Etal F4=Addl Name F5=Addl Legal F6=A/R F8=Note F10=P/D F11=BanK F24=More



WYOMING DEPARTMENT OF REVENUE

**IN THE MATTER OF THE
ASSESSMENT OF**

**BALLARD PETROLEUM HOLDINGS
LLC.**

Operator ID: 01455

**NOTICE OF VALUATION CHANGE
2021-0140**

**ASSESSOR
Campbell, Converse**

Page 1 of 4

1. On March 10, 2021, Ballard Petroleum Holdings LLC. (Ballard) filed amended returns for the attached properties.

2. Ballard filed the amended returns on their own initiative.

In accordance with W.S. 39-14-208(b)(iii), the Department of Revenue is authorized to rely on final audit findings, taxpayer amended returns or department review, and to certify mine product valuation amendments to the county assessor of the county in which the property is located.

Pursuant to W.S. 39-14-208(b)(i), you are hereby notified, without prejudice to any and all rights, powers, and defenses of the government entities involved, of changes in valuation for each year by the amounts indicated in this notice. BALLARD PETROLEUM HOLDINGS LLC. address is:

BALLARD PETROLEUM HOLDINGS LLC.
MOLLY CONRAD/SUSAN WALTER
PO BOX 577
LAUREL, MONTANA 59044

**THIS NOTICE OF VALUATION CHANGE IS A FINAL ADMINISTRATIVE DECISION BY THE
DEPARTMENT OF REVENUE.**

Exceptions to this assessment and final administrative decision of the Department of Revenue may be instituted per W.S. 39-11-102(c) pursuant to Rules, Chapter 2, Section 5, Wyoming State Board of Equalization, by filing a written notice of appeal with the Board, in care of Executive Secretary/Legal Counsel, PO Box 448, Cheyenne, Wyoming 82003-0448 or by fax transmission to the State Board's fax number (307) 777-6363. The notice shall briefly state in ordinary and concise language the issues upon which the appeal is based, the contentions of the petitioner, the relief desired, and be accompanied by a copy of the decision at issue. The notice shall also contain the phone number, fax number if available, and mailing address of petitioner, representative or attorney.

Unless otherwise required by law, the appeal notice must be postmarked or filed with the Board within thirty (30) days of the date of the final administrative decision at issue.

Wyoming Department of Revenue, Mineral Tax Division, 122 West 25th Street, Suite E301, Herschler Building East
Cheyenne, WY 82002-0110

Phone (307) 777-5237 – Internet: <http://revenue.wyo.gov> – E-mail: directorofrevenue@wyo.gov

WYOMING DEPARTMENT OF REVENUE

**IN THE MATTER OF THE
ASSESSMENT OF**

**NOTICE OF VALUATION CHANGE
2021-0140**

**BALLARD PETROLEUM HOLDINGS
LLC.**

Operator ID: 01455

**ASSESSOR
Campbell, Converse**

Page 3 of 4

<u>Tax Year</u>	<u>Prod Year</u>	<u>Group Name</u>	<u>Group Number</u>	<u>County</u>	<u>Tax District</u>	<u>Mineral</u>	<u>Taxable Value Change</u>
2018	2017	WILDCAT	003704	Campbell	0100	Natural Gas	(3,590)
2018	2017	K-BAR	003738	Campbell	0100	Natural Gas	(132)
2018	2017	K-BAR	003739	Campbell	0100	Natural Gas	(4,334)
2018	2017	WILDCAT	003778	Campbell	0100	Natural Gas	(3,347)
2018	2017	TWENTY ONE MILE BUTTE	003856	Campbell	0100	Natural Gas	(5,551)
2018	2017	WILDCAT	003913	Campbell	0100	Natural Gas	(798)
2018	2017	WILDCAT	004236	Campbell	0100	Natural Gas	(1,965)
2018	2017	K-BAR	004237	Campbell	0100	Natural Gas	(1,063)
2018	2017	K-BAR	004499	Campbell	0100	Natural Gas	(7,752)
2018	2017	K-BAR	004780	Campbell	0100	Natural Gas	(1,437)
2018	2017	K-BAR	004918	Campbell	0100	Natural Gas	(484)
2018	2017	WILDCAT	004919	Campbell	0100	Natural Gas	(2,711)
2018	2017	K-BAR	004920	Campbell	0100	Natural Gas	(24,128)
2018	2017	WILDCAT	004996	Campbell	0100	Natural Gas	(11,710)
2018	2017	K-BAR	004998	Campbell	0100	Natural Gas	(4,519)
2018	2017	K-BAR	005086	Campbell	0100	Natural Gas	(2,952)
2018	2017	K-BAR	005261	Campbell	0100	Natural Gas	(9,628)
2018	2017	WILDCAT	005580	Campbell	0100	Natural Gas	(3,515)
2018	2017	WILDCAT	005739	Converse	0100	Natural Gas	(885)
2018	2017	K-BAR	005879	Campbell	0100	Natural Gas	(3,396)
2018	2017	K-BAR	005953	Campbell	0100	Natural Gas	(7,645)
2018	2017	K-BAR	006420	Campbell	0100	Natural Gas	(695)

Wyoming Department of Revenue, Mineral Tax Division, 122 West 25th Street, Suite E301, Herschler Building East
Cheyenne, WY 82002-0110

Phone (307) 777-5237 – Internet: <http://revenue.wyo.gov> – E-mail: directorofrevenue@wyo.gov

WYOMING DEPARTMENT OF REVENUE

**IN THE MATTER OF THE
ASSESSMENT OF**

**NOTICE OF VALUATION CHANGE
2021-0140**

**BALLARD PETROLEUM HOLDINGS
LLC.**

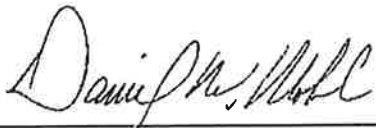
Operator ID: 01455

**ASSESSOR
Campbell, Converse**

Page 4 of 4

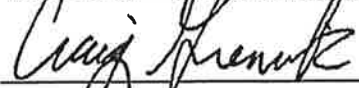
<u>Tax Year</u>	<u>Prod Year</u>	<u>Group Name</u>	<u>Group Number</u>	<u>County</u>	<u>Tax District</u>	<u>Mineral</u>	<u>Taxable Value Change</u>
2018	2017	K-BAR	007527	Campbell	0100	Natural Gas	(3,344)
2018	2017	K-BAR	007764	Campbell	0100	Natural Gas	(1,284)
2018	2017	K-BAR	007985	Campbell	0100	Natural Gas	24
2018	2017	K-BAR	008045	Campbell	0100	Natural Gas	(1,237)
2018	2017	K-BAR	008074	Campbell	0100	Natural Gas	(2,331)
2018	2017	K-BAR	008484	Campbell	0100	Natural Gas	1,143
2018	2017	GAITHER DRAW	037545	Campbell	0100	Natural Gas	(12,408)
2018	2017	ARCHIBALD	037771	Campbell	0100	Natural Gas	1,271
2018	2017	WILDCAT	058674	Campbell	0100	Natural Gas	(1,009)
2018	2017	K-BAR	059740	Campbell	0100	Natural Gas	(1,065)

MADE AND ENTERED at Cheyenne, Wyoming, this 13 day of April, 2021



**Dan Noble
Director, Department of Revenue**

WYOMING DEPARTMENT OF REVENUE



**Craig Grenvik
Administrator, Mineral Tax Division**

5-3-21

NOTE #2021-0140

(#197,084)

Rebate #4307

MLX 59.607

see Schl #50466

(#11,947.59)

Wyoming Department of Revenue, Mineral Tax Division, 122 West 25th Street, Suite E301, Herschler Building East
Cheyenne, WY 82002-0110

Phone (307) 777-5237 – Internet: <http://revenue.wyo.gov> – E-mail: directorofrevenue@wyo.gov

Request for Change in Position Allocation

Classification Title of position to be added: Sr Mechanic Grade 56/25

Department Requesting Change in Allocation:

CCFD – This position would be budget neutral as the wages and benefits would be off-set by the contract we have signed with CCH for Ambulance Maintenance work. This position would be for 30 hours a week.

Department Head Signature:  Date: 5-20-21

Submit this document to Human Resources/Risk Management Director for review. HR Director will forward to Budget Officer for review. Budget Officer will forward to the Commissioners' for approval. Please attach a list of actual job tasks to be performed and estimate the effect on the budget by Fiscal Year include source of funding.

Human Resources Review Date: 5-21-2021

Request is: ☒ Forwarded ☐ Returned

Reason for action: Off set of cost

Human Resources Signature: 

Budget Officer Review Date: - -

Request is: ☐ Forwarded ☐ Returned

Reason for action:

Budget Officer Signature:

County Commissioners Review Date: - -

Request is: ☐ Approved ☐ Denied

Chairperson Signature: Date:

Distribution of Finalized Form: Original-HR; Copy-Classification File; Copy-Department Head

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 70897682

That we Troy A. Collins

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 Los Caballos Service & Improvement District, the State of Wyoming, in the penal sum of Five Thousand and 00/100 DOLLARS (\$ 5,000.00), 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 15th day of April, 2021.

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

Appointed ☒

Principal was duly Elected ☐ to the office of Treasurer

in the of Los Caballos Service & Improvement District,

and State aforesaid for the term beginning March 22, 2021, and ending

March 22, 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.

Approved by the Board of County Commissioners this 15th day of April, 2021.

Principal

WESTERN SURETY COMPANY

By

Paul T. Brudat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 15th day of April, 2021, before me, appeared

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



My Commission Expires June 18, 2025

P. Dahl

Notary Public

OATH OF OFFICE

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

[Signature]

State of Wyoming }
County of Campbell } ss



This Oath of Office was subscribed and sworn to before me by Troy A Collins
on this 22 day of April, 2021
My commission expires:

[Signature]
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Campbell } ss

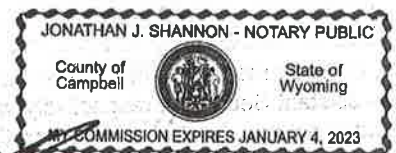
On this 22 day of April, 2021, before me, personally appeared

Troy A Collins, 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

01-04-2021



[Signature]
Notary Public, Wyoming

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 Los Caballos Service & Improvement District

bond with bond number 70897682

for Troy A. Collins

as Principal in the penalty amount not to exceed: \$5,000.00

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 15th day of April,
2021.

ATTEST

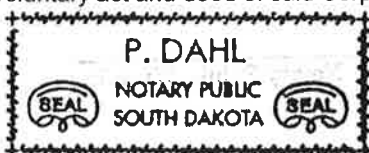
A. Viator
A. Viator, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 15th day of April, 2021, before me, a Notary Public, personally appeared
Paul T. Bruflat and A. Viator

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.



My Commission Expires June 18, 2025

P. Dahl

Notary Public



**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: May 27, 2021
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	013.6079	Newsletter	013.6532	Computer Supplies

Explanation:

To cover the cost of the audio conferencing upgrade in the Commissioners Chambers.

Director Approval: _____


**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: C.C. Parks and Recreation
DATE: 5-27-2021
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$1500.00	7704.6687	Landscaping Sup.	7704.6773	Playground Maintenance
\$1800.00	7704.6687	Landscaping Sup.	7704.6751	Vehicle Parts not Capital
\$93.00	7701.6517.2	Staff Development	7701.6234.1	Copier

Director Approval: _____

Rich Mansur

**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: Parks and Recreation
DATE: May 27, 2021
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$800.00	7710.6024.320	Bell Nob Maintenance	7710.6024.313	Outside Services
\$1,800.00	7710.6700	Golf Course Accessories	7710.6703	Seed and Sod
\$1,780.00	7710.6777	Building Maintenance	7710.6770	Grounds Maintenance

Explanation:



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: Wendy Balo, Public Works
DATE: 5/18/2021
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$2,676.64	020.7085	District Support Grants	020.7085.20	Central Campbell County

Explanation: Sewer Jetting – grant approved by Board 5/18/21

**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: Road + Bridge
DATE: 5/24/2021
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Date of Entry	Transfer From:			Transfer To:	
	Amount	Account #	Account Name	Account #	Account Name
5/24/21	8550.00	141.6902	Culverts	141.6901	Autogates

Explanation:

Need more cattle guards, inventory depleted.

Director Approval: _____

Kevin Deis

**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: Robert Henning, Museum Director *RHH 5/24/21*
DATE: 5/24/2021
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
5/24/2021	\$500.00	721.6302	Airplane, Train, Bus	721.6706.1	Gift Shop Purchases
5/24/2021	\$750.00	721.6112	Electricity	721.6114	Propane, Natural Gas

Explanation: The Rockpile Museum is requesting a line item transfer of \$500 to acquire a few more items for the gift shop before summer including extra rocks, antler whistles, and new Rockpile Museum pins. The funds are currently in a travel account and the guests we had hoped to bring in this past year had to be cancelled due to COVID-19. We believe those funds will be better utilized in our gift shop where we can use it to generate revenue for the museum.

We are also requesting a transfer of \$750 from electricity to our propane, natural gas account to cover a shortfall in our heating costs this year. Barring a cold snap, this should cover our May and June expenses. Thank you.

Director Approval:

Robert A. Henning 5/24/21

**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: Robert Henning, Museum Director
DATE: 5/27/2021
SUBJECT: Line Item Transfer Request

RAH 5/27/21

Please make the following line item transfers:

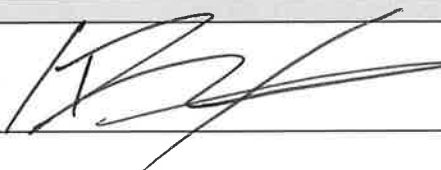
	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
5/27/2021	\$400.00	721.6023	Fulltime – O.T.	721.6024	Part-Time Regular

Explanation: The Rockpile Museum is requesting a line item transfer of \$400 from our Fulltime-Overtime account to our Part-Time Regular account to retain our part-time help through the month of June. We will have expended all our PT funding by June 1. Our current PT employee has been very helpful in getting us caught up in our collections cataloging and we could use her for 32 more hours this fiscal year. Thank you for your consideration.

Director Approval:

Robert A. Henning 5-27-21

Position Vacancy Justification

Department:	Airport			Date:	5/25/2021
Position Title:	Executive Director, Airport				
Classification Grade:	EX	Current Salary of Incumbent:	\$125,216.00		
Salary Range:	Min \$100,765.68	Mid \$120,918.82	Max \$141,071.95		
Justification for Hiring Position:	Filling existing budgeted position due to retirement				
Termed Incumbent:					
Position Originated:	2002				
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:		Replacement due to Retirement: X		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	<i>Per Airport Board</i>  5/25/21				
Commissioner Approval & Date:					

2021-040

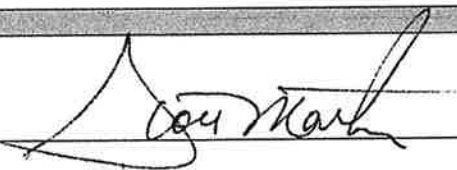
Position Vacancy Justification

Department:	Public Health			Date:	5/25/2021
Position Title:	Public Health Nurse				
Classification Band / Range:	109	Current Salary of Incumbent:	\$ 51,646.40		
Salary Range:	Min \$51,646.40	Mid \$64,545.47	Max \$77,454.56		
Justification for Hiring Position:	This position is in the 2021-22 operating budget. This position will be replaced with a public health nurse at the same pay as the incumbent. Without filling this position, we will be below the average nurse to population ratio of 1 staff nurse per 5,000 county residents. With the COVID pandemic our level of services has changed. If this position is not filled, we will need to decrease services offered to the community.				
Termed Incumbent:					
Position Originated:	Long term public health position.				
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:		
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	June D. Case, MSN, RN, APHN-BC 5-25-2021				
Commissioner Approval & Date:					

 5/26/2021

2021-039

Position Vacancy Justification

Department:	Sheriff's Office	Date:	5/25/2021
Position Title:	Detention Officer / Deputy Sheriff		
Classification Band / Range:	S01	Current Salary of Incumbent:	\$25.72
Salary Range:	Min \$24.48	Mid	Max \$30.57
Justification for Hiring Position:	Filling existing budgeted position.		
Termed Incumbent:	[REDACTED]		
Position Originated:	Budgeted Position for fiscal year 2020-2021		
Funding Source for Position:	County: Yes	State:	Federal:
			Other:
Status Code:	Full-Time Yes	Part-Time	Number of Annual Hours: 2080
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	 5/25/2021		
Commissioner Approval & Date:			



2021-038

Position Vacancy Justification

Department:	Sheriff's Office			Date:	5/25/2021
Position Title:	Detention Officer / Deputy Sheriff				
Classification Band / Range:	S01	Current Salary of Incumbent:	\$33.74		
Salary Range:	Min \$24.48	Mid	Max \$30.57		
Justification for Hiring Position:	Filling existing budgeted position.				
Termed Incumbent:					
Position Originated:	Budgeted Position for fiscal year 2020-2021				
Funding Source for Position:	County: Yes	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time Yes	Part-Time	Number of Annual Hours:		2080
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					5/25/2021
Commissioner Approval & Date:					



SICK LEAVE TRANSFER REQUEST FORM

TO: Campbell County Board of Commissioners

Donating Department: Library

Receiving Department: Library

DATE: 05/25/2021

Please consider this request to transfer up to 16 hours of accrued sick leave. Note: No single donation should exceed 40 hrs.)

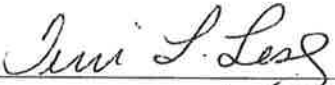
This request is # 1 of # 3. (Numbers should indicate order of use as well as total submission.)

Dates of absence: Intermittent FMLA; Absences vary; FMLA end date 10.28.2021

Anticipated return: _____ - _____ - _____.

From: 533851
Employee Number

To: 620592
Employee Number


Department Head Approval


Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

☒ Currently an FMLA Qualifying Leave

☐ Was an FMLA Qualifying Leave

Refer to Personnel Guideline #403 Sick Leave for details regarding Sick Leave Transfers. 

For Commission Office Use Only:

Date - Board of Commissioner Action: _____

Approved _____ Disapproved _____ Pending _____

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

SICK LEAVE TRANSFER REQUEST FORM

TO: Campbell County Board of Commissioners

Donating Department: Library

Receiving Department: Library

DATE: 05/25/2021

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

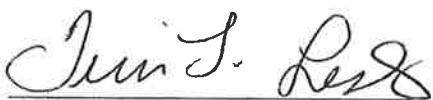
This request is # 2 of # 3. (Numbers should indicate order of use as well as total submission.)

Dates of absence: Intermittent FMLA; Absences vary; FMLA end date 10.28.2021

Anticipated return: _____ - _____ - _____.

From: 103771
Employee Number

To: 620592
Employee Number


Department Head Approval


Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

☒ Currently an FMLA Qualifying Leave

☐ Was an FMLA Qualifying Leave

Refer to Personnel Guideline #403 Sick Leave for details regarding Sick Leave Transfers. 

For Commission Office Use Only:

Date - Board of Commissioner Action: _____

Approved _____ Disapproved _____ Pending _____

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

SICK LEAVE TRANSFER REQUEST FORM

TO: Campbell County Board of Commissioners

Donating Department: LibraryReceiving Department: Library

DATE: 05/25/2021

Please consider this request to transfer up to 16 hours of accrued sick leave. Note: No single donation should exceed 40 hrs.)

This request is # 3 of # 3. (Numbers should indicate order of use as well as total submission.)

Dates of absence: Intermittent FMLA; Absences vary; FMLA end date 10.28.2021

Anticipated return: _____ - _____

From: 533843
Employee Number

To: 620592
Employee Number

Terri S. Long
Department Head Approval


Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

☒ Currently an FMLA Qualifying Leave

☐ Was an FMLA Qualifying Leave

Refer to Personnel Guideline #403 Sick Leave for details regarding Sick Leave Transfers.

For Commission Office Use Only:

Date - Board of Commissioner Action: _____

Approved _____ Disapproved _____ Pending _____

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

MEMORANDUM

TO: Sandra Beeman

FROM: Wendy Balo, Public Works

DATE: May 20, 2021

SUBJECT: State Electrical License renewal

Hi Sandra,

I need to have this document signed by Chairman Maul and notarized to send in to the State for our State Electrical License (Curtis Wendling).

Please return to me when complete.

Thanks!



~PERSONNEL OF APPLICANT~

The personnel of an applicant are, for example:

- If you are an individual, the applicant will be listed below.
- If you are a partnership, the members of the partnership including limited partners will be listed below.
- If you are a corporation, the president, vice-president and secretary will be listed below.
- The "personnel" shall also include the Master Electrician of Record when such person is to qualify for applicant.
- Do not list any other employees other employees other than the person(s) stated above. Do not list directors of a corporation.

PERSONNEL OF APPLICANT PRINTED FULL LEGAL NAME	TITLE OR POSITION (OWNER, PARTNER, OFFICER)	RESIDENCE ADDRESS (PHYSICAL ADDRESS)
	Commissioner Chairman	500 S. Gillette Ave Gillette, WY 82714

IMPORTANT: The following certification must be completed by each person named in "Personnel of Applicant"

I am aware of the provision of the Wyoming Statutes, which require every employer to be insured against liability of workmen's compensation and that all electrical work be supervised by a Wyoming licensed master electrician. I acknowledge receipt of Wyoming Electrical Board Rules and Regulations.

On this _____ day of _____, 20____, I certify under penalty of perjury to the truth and accuracy of all statements, answers and representations made in the application, including all supplementary statements attached hereto and hereby apply for a license under the provisions of W.S. 35-9-125.

INSTRUCTIONS FOR SIGNING

(Owner, Partner, Officer of Corporation)

- An application by an individual must be signed by that individual.
- An application by a partnership must be signed by each partner, including limited partners.
- An application must be signed by a qualified officer of the Corporation.

_____ Title _____

_____ Title _____

_____ Title _____

_____ Title _____

State of _____

County of _____

This _____ signed and sworn to (or affirmed) before me on _____
Title of document being signed & sworn to Date

by _____
Name(s) or Person(s) Making Statement

(Seal)

Signature of Notarial Officer

My Commision Expires: _____

Title (e.g. Notary Public)

The following page(s) contain the backup material for Agenda Item: [9:15 Tyler Technologies Agreement Amendment](#)

*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.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Campbell County, with offices at 500 S. Gillette Avenue, Suite B700, Gillette, Wyoming 82716 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated April 25, 2019 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The following unused conversions are hereby removed from the Agreement:

General County FIN Conversions

- | | |
|--|----------|
| a. Accounting – Actuals up to 3 years (3), at a contract price of: | \$4,500; |
| b. Accounting – Budgets up to 3 years (3), at a contract price of: | \$4,500; |
| c. Accounting Standard COA, at a contract price of: | \$2,000; |

Cam-Plex FIN Conversions

- | | |
|--|----------|
| d. Accounting – Actuals up to 3 years (2), at a contract price of: | \$2,000; |
| e. Accounting – Budgets up to 3 years (2), at a contract price of: | \$2,000; |
| f. Accounting Standard COA, at a contract price of: | \$2,000; |

Fire FIN Conversions

- | | |
|--|----------|
| g. Accounting – Actuals up to 3 years (2), at a contract price of: | \$1,000; |
| h. Accounting – Budgets up to 3 years (2), at a contract price of: | \$1,000; |
| i. Accounting Standard COA, at a contract price of: | \$1,000; |
| j. Accounts Payable – Check up to 5 years, at a contract price of: | \$1,100; |
| k. Accounts Payable – Invoice up to 5 years, at a contract price of: | \$1,400; |
| l. General Billing – Bills up to 5 years, at a contract price of: | \$1,750; |
| m. General Billing – Recurring Invoices, at a contract price of: | \$840; |

Weed & Pest FIN Conversions

- | | |
|--|----------|
| n. Accounting – Actuals up to 3 years (3), at a contract price of: | \$1,500; |
| o. Accounting – Budgets up to 3 years (3), at a contract price of: | \$1,500; |
| p. Accounting Standard COA, at a contract price of: | \$1,000; |
| q. Accounts Payable – Checks up to 5 years, at a contract price of: | \$2,200; |
| r. Accounts Payable – Invoice up to 5 years, at a contract price of: | \$2,800; |
| s. Capital Assets Standard Master, at a contract price of: | \$1,000; |
| t. General Billing – Bills up to 5 years, at a contract price of: | \$1,750; |



- u. General Billing – Recurring Invoices, at a contract price of: \$840;
- v. General Billing Std CID, at a contract price of: \$500;
- w. Purchasing – Purchase Orders – Closed POs, at a contract price of: \$900;
- x. Purchasing – Purchase Orders – Standard Open POs Only, at a contract price of: \$900

2. The services set forth in the Investment Summary attached hereto as Exhibit 1 are hereby added to the Agreement. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Campbell County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Maddie McCambridge
Date: 5/7/2021
Quote Expiration: 10/31/2021
Quote Name: Campbell County - ERP - Munis Conversions to Services
Quote Number: 2021-127643
Quote Description: Unused Conversions for implementation hours

Sales Quotation For

Beth Kirsch
Campbell County
500 S Gillette Ave
Gillette, WY 82716-4239
Phone: 307-687-6360
Email: Bak23@ccgov.net

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Implementation hours	228	\$175	\$39,900	\$0
Total:			\$39,900	\$0

Summary

Total Tyler Software
Total Tyler Annual
Total Tyler Services
Total Third Party Hardware, Software and Services
Summary Total
Contract Total (Excluding Estimated Travel)

One Time Fees

\$0.00

\$39,900.00
\$0.00
\$39,900.00
\$39,900.00

Recurring Fees

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: _____ Date: _____
Print Name: _____ P.O.#: _____



Quoted By: Maddie McCambridge
Date: 5/6/2021
Quote Expiration: 11/2/2021
Quote Name: Campbell County - ERP - Munis additional services hours
Quote Number: 2021-127768
Quote Description: Additional services hours

Sales Quotation For
Campbell County
500 S Gillette Ave
Gillette , WY 82716-4239
Phone: 3076824310

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Implementation Hours	1488	\$175	\$260,400	\$0
25% of Dedicated Project Manager (Monthly)	12	\$7,500	\$90,000	\$0
Total:			\$350,400	\$0

Summary

Total Tyler Software
Total Tyler Annual
Total Tyler Services
Total Third Party Hardware, Software and Services
Summary Total
Contract Total (Excluding Estimated Travel)

One Time Fees	Recurring Fees
\$0.00	\$0.00
\$0.00	\$0.00
\$350,400.00	\$0.00
\$0.00	\$0.00
\$350,400.00	\$0.00
\$350,400.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

The following page(s) contain the backup material for Agenda Item: [9:20 Computer Assisted Mass Appraisal System \(CAMA\) MOU](#)

*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 ASSESSOR

PHONE (307)682-7266 – PO BOX 877 – GILLETTE, WY 82717-0877



Dear Commissioners:

May 27, 2021

The following Memorandum of Understanding (MOU) is an agreement between the Wyoming Department of Revenue (DOR) and the Campbell County Assessor's office. It outlines the hardware (provided by the DOR), assists the Count Information Technology (IT) department with the installation and maintenance of the hardware, and provides a private network that the DOR and County can use to store, access, and transfer pertinent data. The replacement of such hardware on a four to six-year rotation is important to maintain connectivity between the County & DOR.

There is no cost to the county for the hardware, installation, or upgrade.

Sincerely,
Troy D. Clements
Campbell County Assessor

**MEMORANDUM OF UNDERSTANDING AMONG
WYOMING DEPARTMENT OF REVENUE,
CAMPBELL COUNTY
AND
CAMPBELL COUNTY ASSESSOR**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Department of Revenue (DOR), whose address is: 122 West 25th Street, Cheyenne, WY 82002-0110, Campbell County, and Campbell County Assessor (County), whose address is: 500 South Gillette Avenue, Gillette, WY 82716. The County shall include all governmental officials, subdivisions and employees which may be or are required to participate in the project described herein.
2. **Purpose.** The purpose of this MOU is to set forth the responsibilities of the DOR and the County concerning administration of all of the equipment and software provided by the DOR used in the Computer Assisted Mass Appraisal (CAMA) system, which is done so pursuant to the DOR's authority in Title 39 of the Wyoming Statutes.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU. The consideration for this MOU is the mutual benefit enjoyed by the parties.
5. **Responsibilities of DOR.**

A. Hardware

- i. The DOR shall purchase and furnish, dependent on the availability of funding, all of the equipment and software and other necessary items to maintain the CAMA system. This excludes any equipment or fees associated with county network connectivity or Internet access.

B. Hardware Installation

- i. The DOR shall provide the County a detailed schedule for the delivery of hardware for the new CAMA system.
- ii. The DOR shall configure the County CAMA server(s), deliver, and assist local County Information Technology (IT) personnel in the installation and testing of the CAMA server(s).
- iii. The DOR shall verify all applications are functioning correctly; port all photos, sketches, and documents from the old server to the new CAMA

server(s); ensure database backup services are functioning; and verify the DataMart replication is scheduled to run.

- iv. Once the installation of the CAMA server(s) is completed in the County, the DOR shall remove all Oracle and RealWare V5 files from the previous CAMA server and turn the ownership of the previous CAMA server(s) over to the County.
- v. The DOR shall instruct the County IT staff on any considerations related to the hardware installation. This will include specifying backup requirements, scheduled database administrative jobs, virus protection considerations, Windows OS updates and virtual machine functions.

C. Hardware Virtualization. The DOR shall solely determine what technology shall be approved in virtualizing any part of the CAMA system. This includes any hardware provided as part of this MOU or any hardware provided for use with the CAMA system, which includes all workstations or individual software titles provided by the DOR.

D. Access & Connectivity

- i. The DOR shall provide the County a virtual private network (VPN) device and the necessary State IP addresses used for the DOR's direct connection to the CAMA server(s). Replacement or repair of the VPN device shall be coordinated by the DOR.
- ii. The VPN device shall be the means in which a secure connection between the DOR and the County will be established and maintained.
- iii. The DOR shall review and consider requests for connection to the CAMA server(s) from outside of the County Assessor's office. The DOR shall determine what is considered allowable access based on multiple criteria including, but not limited to, the networking policies of the County and State, as well as the potential impact of the connection to the CAMA system.
- iv. The DOR shall provide, or make available, a copy of this MOU to the County Assessor, County IT support and any person responsible for accessing the CAMA server(s).

E. Security, Software Licensing & Use

- i. The DOR shall be responsible for determining the software licensing levels for all applications used in the CAMA system which are employed in the County Assessor's office. This includes licensing support and maintenance for the Oracle database and Apex software, but does not include any

additional licensing requirements for any County employee or process outside of the County Assessor's office.

- ii. The DOR shall maintain accurate counts of users and licenses for all software provided and maintained by the DOR.
- iii. The DOR shall provide Oracle licenses for all full-time staff members in the County Assessor's office. If the County requests additional Oracle licenses, the Manager of the Technical Services Group within the DOR's Property Tax Division (Project Manager) shall determine if the user is a full-time employee of the County Assessor's office and grant the license as needed provided funding is available.
- iv. The DOR shall be responsible for setting up and maintaining user accounts on the CAMA system. This includes creating and deleting user accounts as necessary and assigning the appropriate security level as determined by the County Assessor. The DOR shall be responsible for system security, and as such, all security access rights, limitations and requirements shall be kept in accordance with the DOR's current security strategy.
- v. The DOR shall provide Apex software and continuing licensing to the County Assessor's office. The DOR shall determine the number of licenses required for the County Assessor's office based, in part, on available funding, County parcel count and the number of full-time employees.

F. Software Installation

- i. The DOR, as the entity solely authorized by law to implement the CAMA system (Wyo. Stat. § 39-11-102(c)), shall retain authority to resolve any issues or questions concerning the implementation, maintenance or use of the CAMA system.
- ii. The DOR shall work with the County and the County IT staff to coordinate the installation of the CAMA server(s) and direct the maintenance required for the CAMA system.

G. Internet Usage

- i. The DOR shall only use the County's Internet connectivity in direct support of the CAMA system, which may include the downloading of software updates, patches or general research necessary to support the application.

H. Data Storage & Use

- i. The DOR shall publish the guidelines and maintenance requirements which include the proper location on the CAMA server(s) for the installation of

software and storage of data or applications. This list shall be provided to the County for reference and these documents shall be published to the Wyoming Assessor's Portal website for reference.

- ii. The DOR shall specify where the County may install any authorized software on the CAMA system. This includes, but is not limited to, virus protection and data backup software.

I. Backup & Recovery

- i. The DOR shall set up and maintain the creation of backup files and procedures necessary to recover the CAMA database in case of failure. These procedures shall identify the files which the County should back up regularly off of the CAMA server(s). Moreover, based on security roles within the CAMA system, the DOR shall be the only authorized party to perform the recovery of any server-based component or application in case of a critical failure. This includes, but is not limited to, the virtual machine, the Oracle database and the application server. In situations when recovery coordination is required, the DOR shall organize any recovery efforts with the CAMA software provider or the County.
- ii. The DOR shall publish the location of all vital files necessary for the backup of the CAMA system. These documents shall be published to the Wyoming Assessor's Portal website for reference.

J. Updates, General Maintenance & Ongoing Support

- i. The DOR, in coordination with the CAMA software vendor, shall be responsible for all updates, patches and general maintenance regarding the CAMA database and application software.
- ii. The DOR shall be responsible for providing or coordinating the ongoing support of the CAMA system either directly or through support agreements with hardware and software vendors.
- iii. The DOR shall provide ongoing software support through the CAMA software provider.
- iv. The DOR shall provide hardware support through an ongoing warranty agreement with the hardware manufacturer for all equipment provided as part of this MOU.

6. Responsibilities of County.

A. Hardware

- i. The County shall receive custody of all equipment provided by the DOR and shall be solely responsible for securing and safeguarding such equipment within the County buildings.
 - ii. The County shall use that equipment provided by the DOR under this MOU for the CAMA project and all functions and objectives served by the CAMA project.
 - iii. The County shall not utilize other equipment with the CAMA hardware or software that is incompatible with the CAMA system or use equipment that does not meet the minimum specification of the CAMA software provider and the DOR.
 - iv. Upon request, the County shall furnish a list of all equipment utilized for the CAMA system, including a list of any modifications to or maintenance performed upon such equipment.
 - v. The County shall be solely responsible for the disposition of equipment supplanted or replaced by equipment provided under this MOU.
- B. Hardware Installation.** The County shall ensure that its IT staff is available during the scheduled DOR installation period. The County IT staff shall be responsible for configuring network connectivity to the CAMA server(s) and correcting any connectivity issues from the CAMA server(s) to the workstations.
- C. Hardware Virtualization.** The County shall not, in any manner, virtualize the CAMA server(s) provided under this MOU.
- D. Access & Connectivity**
- i. The County shall provide the DOR with access to the CAMA server(s) twenty-four (24) hours a day, seven (7) days a week. The County shall not, under non-emergency circumstances, disconnect or otherwise isolate the CAMA server(s) provided under this MOU from the electronic connection to the DOR server, nor alter security systems on the CAMA server(s) to prevent such connection or DOR electronic access.
 - ii. The County shall not deny direct physical access to the CAMA server(s) by the DOR or the CAMA software provider during normal business hours, nor deny the DOR or CAMA software provider remote electronic access at any time under normal operating conditions. The County shall not impede any data replication the DOR may require from the CAMA server(s), or prevent uploading of data and/or system modifications and upgrades, as the DOR deems necessary, from the DOR server to the CAMA server(s) or vice versa.

- iii. The County shall provide the DOR with one administrative login to the CAMA server(s). The purpose of the required access is to enable the DOR to perform any needed CAMA software maintenance, monitor statewide uniformity, monitor use of the server, track software licensing issues, monitor work performed by the CAMA software provider, monitor all server updates, and ensure that the primary use of the server is for the CAMA system.
- iv. The County shall provide the CAMA software provider direct remote electronic access to the CAMA server(s) for maintenance, upgrades and general support of the CAMA system. Access to the CAMA server(s) will be granted 24/7 under normal operating conditions.
- v. The County shall ensure the CAMA server(s) remains secure and shall allow direct administrative access to the device only by the County Assessor, or their designee, or key County IT personnel.
- vi. The County shall be responsible for any upgrade or modifications required to networking lines within the County offices to accommodate the CAMA system. The DOR will not provide network wiring, cables, hubs or switches.
- vii. The County shall be responsible for providing a dedicated, static public IP address for use with the VPN device. The County and the DOR agree to work cooperatively to ensure that a maintainable secure connection will be established on the County network using the VPN device provided by the DOR.
- viii. Due to the significance of the virtual machine (VM) and its role in providing critical CAMA services for the County, the County shall coordinate with the DOR any upgrades or modifications to the local network that may potentially affect the connection to the server or to the virtualized device. The County agrees to provide the DOR a thirty (30) day notice of network changes whenever possible.

E. Security, Software Licensing & Use

- i. The County shall work with the DOR and the CAMA software provider to keep security and software licensing correct.
- ii. The County shall require that County personnel not share login credentials for the CAMA system. Each user shall be provided individual login information. Software licenses that are provided by the DOR for the CAMA system are for the sole use of the County Assessor's office.

- iii. The County shall render all necessary assistance to the DOR to ensure license counts are maintained accurately and that the CAMA system remains secure.
- iv. The County shall request, to the Project Manager, any potential additional licenses needed. If the user is outside the County Assessor's office (e.g., Treasurer's Office, IT, GIS, etc.), the County shall be responsible for obtaining the additional Oracle license.
- v. The County shall not exceed the number of licenses provided by the DOR, unless additional Oracle licenses have been purchased by the County. The County shall provide, to the Project Manager, the proof of purchase of any additional Oracle licenses upon request. It is the County's responsibility to maintain any additional Oracle licenses purchased.
- vi. The County shall give users outside of the County Assessor's Office a "public user" level of security. "Public user" has read-only access and, as such, will not be provided visibility to any confidential information, including sales information, as mandated by Wyo. Stat. § 34-1-144 and Wyo. Stat. § 39-13-102(q).
- vii. The County shall require that any County personnel who have the ability to connect to the CAMA system are bound by the data access provisions as provided in Wyo. Stat. § 39-13-102(q).

F. Software Installation

- i. The County shall be authorized to install an unlimited number of RealWare applications. Each installation of RealWare shall require a corresponding Oracle license which is subject to all licensing limitations as specified in this MOU.
- ii. The County shall be responsible for any potential consequences resulting from the loading and/or utilization of third-party, non-CAMA-related software on workstation provided to the County under this MOU. This responsibility shall include, but is not limited to, financial responsibility for restoration of any CAMA system functions compromised by such software installation or operation.

G. Internet Usage. The County shall not utilize the CAMA server(s) as a web server or in any other manner that directly interfaces or provides data for the Internet. The CAMA server(s) is strictly to be used for CAMA related system software and functions as specified in this MOU.

H. Data Storage & Use. The County shall not store or save files on the server unless approved by the DOR. This includes, but is not limited to, storing backup files of the County Assessor staff or the general storage of any electronic data or software medium regardless of ownership.

I. Backup & Recovery. The County shall be solely responsible for ensuring that nightly backups are made of CAMA system data and stored in a secure location, preferably at an off-site facility. The County shall not rely upon data replication to the State servers as a valid backup option.

J. Updates & General Maintenance

i. The County shall arrange for maintenance for all equipment received for the CAMA system under this MOU.

ii. The County shall be responsible for the purchase of all consumable items required for the use of the hardware provided under this MOU. This includes, but is not limited to backup media, backup devices and virus protection software.

iii. After the warranty expires on the equipment, the County shall assume financial and other responsibility for all maintenance, warranty inquiries, adjustments, services, equipment and software upgrades and other requirements associated with equipment provided to the County under this MOU.

K. Ongoing Support

i. The County shall be responsible for all virus and malware protection for the CAMA server(s). The County shall be responsible for the updates, patches and general support of the CAMA server's hardware or operating system.

ii. The County shall run Windows updates on a monthly basis to ensure that all patches and security updates are current.

iii. The County shall reboot the CAMA server(s) every thirty (30) days or in accordance with a regularly-scheduled County maintenance schedule, whichever comes first.

7. General Provisions.

A. Amendments. Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.

- B. Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Entirety of Agreement.** This MOU, consisting of ten (10) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or her representative.
- E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- F. Sovereign Immunity.** The State of Wyoming, DOR, and County do not waive sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. 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 MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

WYOMING DEPARTMENT OF REVENUE

Daniel W. Noble, Director

Date

CAMPBELL COUNTY

Troy D. Clements, County Assessor

5-13-21
Date

Robert Maul, County Commissioner

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Meg Pope #203446
Megan Pope, Senior Assistant Attorney General
Representing: Wyoming Department of Revenue

5/10/21
Date

COUNTY ATTORNEY'S APPROVAL AS TO FORM

Mitchell H. Damsky, County Attorney

5/18/21
Date

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

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

WYOMING DEPARTMENT OF REVENUE

Daniel W. Noble, Director

Date

CAMPBELL COUNTY

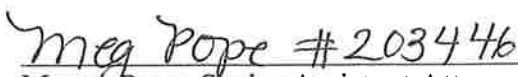

Troy D. Clements, County Assessor

5-13-21
Date

Robert Maul, County Commissioner

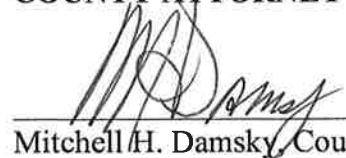
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Megan Pope, Senior Assistant Attorney General
Representing: Wyoming Department of Revenue

5/10/21
Date

COUNTY ATTORNEY'S APPROVAL AS TO FORM


Mitchell H. Damsky, County Attorney

5/19/21
Date

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

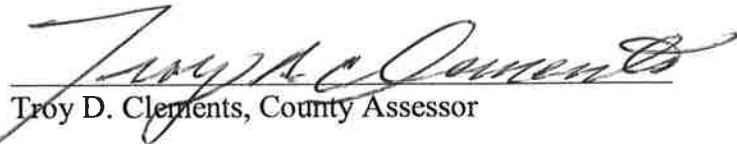
The Effective Date of this MOU is the date of the signature last affixed to this page.

WYOMING DEPARTMENT OF REVENUE

Daniel W. Noble, Director

Date

CAMPBELL COUNTY



Troy D. Clements, County Assessor

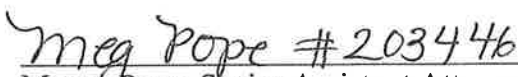


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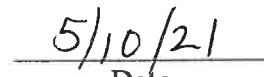
Robert Maul, County Commissioner

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

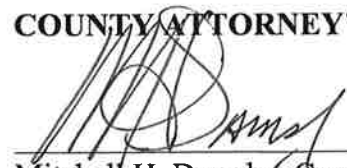


Megan Pope, Senior Assistant Attorney General
Representing: Wyoming Department of Revenue

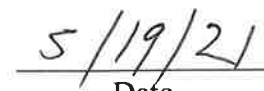


Date

COUNTY ATTORNEY'S APPROVAL AS TO FORM



Mitchell H. Damsky, County Attorney



Date

The following page(s) contain the backup material for Agenda Item: [9:25 Assignment and Assumption of Leases](#)

*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.

ENCLOSURE & FORWARDING MEMO

TO: Sandra Beeman, Commissioners' Office DATE: May 17, 2021

RE: Assignment and Assumption of Leases FROM: Charlene Edwards, CAO



ENCLOSED:

Assignment and Assumption of Leases – Elk Creek Radio Tower Lease.

Please add to the Commissioners agenda as soon as it is convenient. Once the document is fully executed, please return to me and I will ensure all parties get a copy.

Thank you.



ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made on this 1st of May 2021, ("Effective Date") between Chuck and Laurie Davis (Assignor) of 509 Elk Creek Rd., Weston, Wyoming 8273, successor Mick Sams, (Assignee) 1369 Trail Creek Road, Weston, Wyoming 82731, and Campbell County and the Campbell County Joint Powers Fire Board hereinafter referred to jointly as the LESSEE.

RECITALS:

A. Assignors are the current lessors under certain leases described on the attached Exhibit A (the Leases) which are incorporated here by reference.

B. In connection with Assignors transfer of real property to Assignee, Assignor wants to assign to Assignee all rights, title, interest under the Leases. And Assignee desires to succeed in the interest of Assignor under the leases and to assume all the obligations of Assignor under the Leases, subject to the terms and provisions set forth herein.

AGREEMENT:

In consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree that the recitals are true and correct as follows:

1. Assignment. Effective as the Effective date, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest under the leases.
2. Assumption. Effective as of Effective Date, Assignee hereby accepts the assignment and assumes the performance of all the obligations of the Lessor under the Leases including without limitation the right to receive any and all rent thereunder.

3. No Modifications. Except as expressly set forth in this Assignment, the Leases are not modified and remain in full force and effect, in accordance with its terms.

4. Authority. Each party represents and warrants to the other that it has full power and lawful authority to enter and perform its obligations under this Assignment and Assumption.

5. Counterparts. This Assignment may be executed in any number of counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

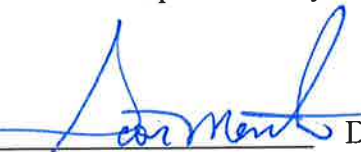
BY:  DATE: 5-1-21
Chuck Davis, Assignor

BY:  DATE: 5-1-21
Laurie Davis, Assignor

BY:  DATE: 5-1-21
Mick Sams, Assignee

CAMPBELL COUNTY

BY: _____ DATE: _____
Robert Maul, Chairman
Board of Campbell County Commissioners

BY:  DATE: 5/17/21
Scott Matheny
Campbell County Sheriff

ATTEST:

Susan Saunders, County Clerk

CAMPBELL COUNTY JOINT POWERS FIRE BOARD

BY: _____
Jeff Bender, Chief

**EXHIBIT A
LEASES**

1. Radio Tower Lease Agreement Renewal between Chuck and Laurie Davis, Campbell County and Campbell County Joint Powers Fire Board dated April 21, 2017.
2. Campbell County Sheriff Visionary Communications, Inc. Tower and Building Space Lease Agreement fully executed on August 13, 2018.
3. Radio Tower Lease Agreement Renewal Amendment incorporating the Visionary Communications, Inc. Tower and Building Space Agreement fully executed on August 13, 2018.

The following page(s) contain the backup material for Agenda Item: [9:30 Public Health Response Coordinator Grant 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

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 Response Coordinator Grant Agreement

DATE: 05/25/2021

Attached you will find the Public Health Response Coordinator Agreement. The purpose of this agreement is to set forth the terms and conditions by which the Subrecipient shall develop public health emergency preparedness and response capability in the jurisdiction. The award amount is \$109,000. These funds are Federal funds (CFDA 93.069) and require a 10% match, in which Public Health has in its budget. HR/RISK, County Attorney and Grants have reviewed this agreement and have requested no revisions.

A representative from Public Health will be presenting this contract.

Thank you!

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

1. **Parties.** The parties to this Contract 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 (Subrecipient), whose address is: 2301 South 4J Road, Gillette, Wyoming 82717. This Contract concerns the Public Health Preparedness and Response Unit.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall develop public health emergency preparedness and response capability in the jurisdiction through implementation of the Centers for Disease Control and Prevention Public Health Preparedness Capabilities.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2021 or Effective Date, whichever is later, through July 30, 2022. All services shall be completed during this term. The period of performance for activities supported by grant funds runs through June 30, 2022. All expenditures must fall within the period of performance.

This Contract 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 Subrecipient for the services described in Attachment A, Public Health Preparedness and Response Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed one hundred nine thousand dollars (\$109,000.00). Payment shall be made in accordance with Attachment A and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
 - C. When the Contractor is working at a location requiring an overnight stay, the Contractor shall be reimbursed at the rates set out in Wyo. Stats. §§ 9-3-102 and 9-3-103.

5. **Responsibilities of Subrecipient.** The Subrecipient agrees to:
- A. Provide the services described in Attachment A.
6. **Responsibilities of Agency.** The Agency agrees to:
- A. Pay Subrecipient in accordance with Section 4 above.
 - B. Provide support as described in Attachment A.
 - C. Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.
7. **Special Provisions.**
- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
 - B. **Environmental Policy Acts.** Subrecipient 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 subawards under the award.
 - D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Subrecipient 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, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients 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 Subrecipient or its sub-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 Contract; and to observe personnel in every phase of performance of Contract related work.
- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and 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 Subrecipient 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, Subrecipient 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, Subrecipient 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.** Subrecipient 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.** Subrecipient 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 Subrecipient purchases ownership using funds awarded under this Contract. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Subrecipient 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. Subrecipient 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, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- O. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed 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 Subrecipient 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 Subrecipient which are pertinent to this Contract. The Subrecipient 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 Subrecipient which are pertinent to this Contract. The Subrecipient 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 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 Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- 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 subrecipients for work related to this Contract. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. **Compliance with Laws.** The Subrecipient 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 Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Contract, Subrecipient 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 ten (10) pages; and Attachment A, Public Health Preparedness and Response Statement of Work, consisting of

twelve (12) pages, represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

- J. **Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.
- 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 Subrecipient 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 Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Subrecipient 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 Subrecipient 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 Subrecipient or the Subrecipient'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 Subrecipient in the performance of this Contract. Upon termination of services, for any reason, Subrecipient 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 Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient 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.** Subrecipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- T. Insurance Coverage.** The Subrecipient shall obtain and maintain the following insurance in accordance with the Insurance Requirements set 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 any endorsement.

- U. **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.
- 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 Contract and the Subrecipient 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.
- W. **Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- X. **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 Subrecipient fails to perform in accordance with the terms of this Contract.
- 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 Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- X. **Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- AA. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

- BB. 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.
- CC. 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 Subrecipient 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.

AGENCY:

Wyoming Department of Health, Public Health Division

Michael A. Ceballos, Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

SUBRECIPIENT:

Campbell County

Chairman, Campbell County Board of Commissioners

Date

CAMPBELL COUNTY ATTORNEY: APPROVAL AS TO FORM

Campbell County Attorney

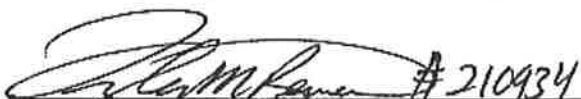
Date

COUNTY CLERK'S ATTESTATION:

Campbell County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Tyler M. Renner, Senior Assistant Attorney General

04-29-2021
Date

ATTACHMENT A
PUBLIC HEALTH PREPAREDNESS AND RESPONSE STATEMENT OF WORK

GENERAL DESCRIPTION

The parties to the Contract are the Wyoming Department of Health, Public Health Division (Agency) and Campbell County (Subrecipient). This Statement of Work pertains to and is managed by the Public Health Preparedness and Response Unit (PHPR). This document is a Statement of Work (SOW) to identify and describe deliverables and payment structure for the development of public health emergency preparedness and response capability in the County through the implementation of the Centers for Disease Control and Prevention Public Health Preparedness Capabilities. Deliverables have been developed from the Centers for Disease Control and Prevention (CDC) *Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal, and Territorial Public Health* document.

The requirements articulated this SOW represent known preparedness requirements. The Agency retains the right to change the deliverables as outlined below upon execution of a Contract amendment under Section 8.A of the Contract, based on any additional requirements or information that may come from the CDC. Additional requirements or changes will be articulated to the Subrecipient as soon as possible, once PHPR receives this information. Failure to meet these requirements and show progress in medical countermeasures, pandemic influenza planning, planning for at-risk populations, increase in the number of public health volunteers, and all other requirements may affect future funding for the Agency, and in turn, preparedness and response funding for the Subrecipient. Deliverables must be completed by the due date; payments will only be made once all deliverables are met for the prior quarter. PHPR staff is available to facilitate planning activities and provide technical assistance.

The Subrecipient's Public Health Response Coordinator (PHRC) is typically assigned the responsibility of addressing the deliverables listed below. However, the Subrecipient is responsible for meeting these requirements whether the Subrecipient has identified a PHRC or not.

PAYMENT

- A. The source of funds for this Contract is via a Cooperative Agreement from the Centers for Disease Control and Prevention Catalog of Federal Domestic Assistance (CFDA) No. 93.069, in the amount of one hundred nine thousand dollars (\$109,000.00).

The Agency agrees to pay the Contractor for the services described in this Attachment A. For the time period July 1, 2021-June 30, 2022, total payment under this Contract shall not exceed one hundred nine thousand dollars (\$109,000.00).

- B. Subrecipient must match ten percent (10%) of total federal funding. Match may be provided directly or through donations from public or private entities and may be in cash or in kind,

fairly evaluated, including plant, equipment, or services. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of such non-federal contributions.

- C. Restrictions upon funding are outlined in the 2019–2024 Public Health Emergency Preparedness (PHEP) Cooperative Agreement CDC-RFA-TP19-1901, PHEP BP2 Continuation Guidance, and PHEP BP3 Continuation Guidance, which are incorporated into the Contract by this reference.
- D. All expenditures must support and relate to Attachment A, Public Health Preparedness and Response Statement of Work.
- E. Subrecipient cannot use funds for bonuses or incentives.
- F. A PHRC hired during this Contract will be reimbursed at an amount not to exceed twenty-seven dollars (\$27.00) per hour, and benefits not to exceed forty percent (40%) of the salary without prior approval from the PHPR Manager.
- G. Current PHRC salary will be reimbursed at the rate approved by PHPR Manager in 2021 - 2022 budget discussions.
- H. All work and expenditures must support and comply with the 2019–2024 Public Health Emergency Preparedness (PHEP) Cooperative Agreement CDC-RFA-TP19-1901, PHEP BP3 Continuation Guidance, and PHEP BP3 Continuation Guidance, which are incorporated into the Contract by this reference.
- I. During a federal or state declared emergency, Subrecipient will provide dispensing of medical countermeasures in a manner which will be determined at the time of delivery.

TIMELINE AND DELIVERABLES

The following table shows specific tasks, milestones, completion dates, and estimated payments. The Deliverables Guidance Matrix for July 1, 2021 – June 30, 2022, will be distributed to Subrecipient prior to July 1, 2021. All required deliverable documentation must be submitted to the PHPR established folders on the Contract Reporting Tool (CRT) including invoices for reimbursement, Public Health Nursing Informatics (PHNI) report, and quarterly match summary. Agency will provide a naming convention for posting required documentation to receive credit for the deliverables.

Timetable and Deliverables for Subrecipient
Recurring deliverables to be completed once per quarter.
Domain 1: Strengthen Community Resilience (Capabilities 1 and 2)

1. Support assessment of at-risk populations as necessary, which could include validating data, surveying the local community, or fully participating in a state-led at-risk workgroup.
2. Invite regional HCC to training, exercises, and in planning for at-risk populations.
3. Include at risk populations, those with access and functional needs, and groups who work on behalf of or with at risk populations in preparedness planning, training, exercises, and responses to public health emergencies.
4. Collaborate with local partners and stakeholders to include those who represent at risk populations to identify how communications with at risk populations will be conducted prior to, during, and following an incident or event.

Domain 2: Strengthen Incident Management (Capability 3)

5. Submit a quarterly match summary by completing the match spreadsheet on the Contract Reporting Tool (CRT). Submit supporting documentation (either from Public Health Nursing Informatics (PHNI) system if PHPR time is tracked or another method if the Subrecipient does not use PHNI to track PHPR support) and upload to CRT. These must be submitted no later than the twentieth of the month following the end of the quarter (October 20, 2021, January 20, 2022, April 20, 2022, and July 20, 2022).
6. Attend monthly joint PHRC and PHPR calls. If the PHRC cannot attend, either another person from that jurisdiction can attend, or the PHRC must review the recording of the call.
7. Utilize the COVID-19 Response to assemble staff. Conduct staff and assembly drill or use real-time incidents for notifying public health incident management personnel to report physically or virtually to the public health or jurisdictional emergency operations center or jurisdictional emergency operations center.
8. Continue to develop its Incident Management Team Capabilities through training, drills, and exercises that will better equip the team for activating, operating, and managing; during public health emergencies.
9. Nurse Managers and Public Health Department Directors or designee are to meet with PHRC quarterly to review progress, review deliverables, and complete the progress report. Submit a progress report to the CRT after the approval of the supervisor.
10. Archive all plans and critical documentation to a Google drive established by PHPR for continuity of operations.

Domain 3: Strengthen Information Management (Capabilities 4 and 6)

11. Review, update, and validate quarterly all alerting and notification groups and members, including public health staff who are part of the incident command system.
12. Review, update, maintain lists of local physicians, hospital personnel, nurses and other partners in collaboration with PPHR for inclusion in Wyoming Alert and Response Network (WARN) public health alerts.
13. Review and update public health after-hours contact information quarterly or as changes occur.
14. Participate in one (1) statewide radio drill each month.
15. Update list of local media contacts, Public Information Officer (PIO), and social media contacts quarterly or as it changes.
16. PHRCs, Nurse Managers, and Public Health Department Directors or designee complete training on contract reporting tool (CRT).

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)

17. Conduct alerting and notification drill for Strategic National Stockpile (SNS) and Medical Countermeasures (MCM) teams and all SNS sites: Points of Dispensing (POD), Local Distribution Site (LDS), Public Health Emergency Operations Center (EOC).
18. Conduct redundant communication and radio drill for SNS and MCM teams and SNS sites (POD, LDS, and EOC).
19. Conduct activities to address areas for improvement and identified gaps in preparation for BP3, Qtr. 4 Operational Readiness Review and site visit.
20. Update and submit a PPE inventory list quarterly via the CRT. During a response, submit the inventory list monthly.

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)

21. Report antiviral and vaccine inventory as part of ORR requirements or to meet real world response activities.

Description	Months	Cost	Date
Quarter 1 requirements due no later than September 30, 2021	Three (3)	Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.	Upon submission of monthly invoices

Domain 1: Strengthen Community Resilience (Capabilities 1 and 2)

1. Complete an update to the Jurisdictional Risk Assessment.

Domain 2: Strengthen Incident Management (Capability 3)

2. Complete CRT training prior to September 15, 2021 requirement for PHRCs, Nurse Managers, and Public Health Department Directors or designee.
3. Read, review and acknowledge (sign off sheet will be provided by PPHR) on the latest CDC Operational Readiness Review (ORR) Guidance.

Domain 3: Strengthen Information Management (Capabilities 4 and 6)

4. Complete a local jurisdiction Public Information survey.

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)

5. Manage and maintain a stockpile of Personal Protective Equipment (PPE) including respirators for Subrecipient's jurisdiction that meets or exceeds the 2014 *Wyoming State Public Health Nursing Personal Protective Equipment Guide for Public Health Responders*, which is incorporated into the Contract by this reference.
6. Attend virtually, or in person a PPHR sponsored "CDC Operational Readiness Review (ORR) conference. Conference will outline steps needed to reach the CDC "established" level status by June 30, 2022. PPHR will follow COVID-19 health orders to determine in person or virtual conference.

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)

7. Participate in a Volunteer Management and Response survey.

Quarter 2 requirements due no later than December 31, 2021

Three (3)

Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.

Upon submission of monthly invoices

Domain 1: Strengthen Community Resilience (Capabilities 1 and 2)

1. Participate in HSEEP refresher training that covers HSEEP 2020 updates.

Domain 2: Strengthen Incident Management (Capability 3)

2. Develop an After Action Report and Improvement Plan with a primary focus on receipt of vaccine, cold chain management, all aspects of POD and vaccination clinic operations during the COVID-19 response.

Domain 3: Strengthen Information Management (Capabilities 4 and 6)

3. Document compliance with SAFECOM Guidance on Emergency Communications Grants Fiscal Year 2020, which is incorporated into the Contract by this reference.
4. Write a narrative and provide supporting documentation of communication and information sharing efforts during COVID-19.

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)

5. Participate in pre-ORR, face to face (weather dependent), meeting to assess program readiness and ability to meet ORR “established” status before CDC deadline of June 30, 2022.

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)

6. Identify three (3) public health, emergency operations center, or emergency management staff to have access to the Agency Hospital Bed Tracking System and coordinate with the HPP coordinator to maintain or obtain access and training. One (1) of the three (3) public health staff identified will be the county nurse manager or, department director.
7. Maintain a roster of clinical staff for medical shelters (MS) by working with local partners and PHRCs in adjoining jurisdictions.
8. Review, update, and address gaps in Subrecipient’s MS wrap-around services worksheets for each MS site in Subrecipient’s jurisdiction and post current version to the CRT.
9. For each MS site identified in Subrecipient’s jurisdiction, review and update all needed information on each service listed on the wrap-around services spreadsheet. Strive to find sources for each previous gap. Post updated wrap-around services spreadsheets to the CRT.
10. Describe volunteer safety and health surveillance and monitoring during COVID-19 and include lessons learned and improvement planning.
11. Conduct MCM dispensing (antivirals) or vaccination activities to improve planning, readiness and staff training levels.

Domain 6: Biosurveillance (Capabilities 12 and 13)

12. Review the Agency’s Emergency Notification Line training webinar prior to November 1, 2021.
13. Conduct a white powder notification drill with the Agency’s Emergency Notification Line during the week of November 15-19, 2021

Quarter 3 requirements due no later than March 31, 2022	Three (3)	Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.	Upon submission of monthly invoices
Domain 1: Strengthen Community Resilience (Capabilities 1 and 2) 1. As COVID response allows resume work with partners to identify public health's role during a Family Reunification emergency. Domain 2: Strengthen Incident Management (Capability 3) 2. Provide updated inventory reports for single items costing five hundred dollars (\$500.00) or more. 3. Update and sustain expedited fiscal and administrative preparedness procedures. 4. If conducted, participate in the county Integrated Preparedness Plan (IPP) prior to March 31, 2022, otherwise, conduct an ESF #8 IPPW; develop and provide an Integrated Preparedness Plan (IPP). Domain 3: Strengthen Information Management (Capabilities 4 and 6) 5. Ensure all Public Information Officers (PIO) complete a cultural competency training. Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14) 6. Review, and update, all local public health plans that have an MCM or vaccine distribution and dispensing component using the latest ORR guidance. Plans must reflect and include planning elements or reference specific response plans for both an anthrax (category A agent) release, and emerging infectious disease (must include pandemic influenza). Each plan must be reviewed, approved, and signed by the Public Health Nurse Manager, Health Department Director, or Tribal Health Director. The following local plans will be reviewed and updated accordingly: a. Medical Countermeasures Plan b. Emergency Operations Plan (public health) c. Emergency Support Function #8 d. Pandemic Influenza Response Plan e. Communications Plan f. Crisis and Emergency Risk Communications Plan g. Non-Pharmaceutical Interventions Plan h. Continuity of Operations Plan			

i. Security Plan (related to PODS, Local Distribution Sites and Regional Distribution Sites) 7. Complete a local ORR program assessment (completed by PHRC and public health staff as applicable) and cite appropriate references and provide supporting documentation as required. Use the most current version of the CDC Operational Readiness Review Guidance for reference. Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15) 8. Evaluate volunteer recruitment, management, and response during COVID-19. Create a lessons learned document and an improvement plan. 9. Develop and maintain procedures for information exchange between public health and medical sectors to include: operational status, staffing levels, bed status, medical services status, and patient census.			
Quarter 4 requirements due no later than June 30, 2022	Three (3)	Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.	Upon submission of monthly invoices
Domain 1: Strengthen Community Resilience (Capabilities 1 and 2) 1. Include at risk populations, those with access and functional needs, and groups who work on behalf or with at risk populations in preparedness planning, training, exercises, and responses to public health emergencies. Domain 3: Strengthen Information Management (Capabilities 4 and 6) 2. Evaluate information sharing and communication efforts to include lessons learned and improvement planning. 3. Ensure all Public Health PIOs complete a public information training course every five (5) years. Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14) 4. Ensure critical workforce support is addressed within applicable plans. 5. Collaborate with the PHRC Responder Safety and Health workgroup, PHRCs, HPP, HCC, and other partners to further refine Responder Safety and Health guidelines, to include lessons learned from the COVID-19 response. 6. Review, maintain, and adhere to the Subrecipient's Respiratory Protection Program (RPP) for appropriate public health staff; participate in plan update.			

7. Complete N95 fit testing for all staffed assigned a respirator annually, assist with and verify the responder has received annual training. Note: N95 fit testing must be conducted for all staff including those assigned a Powered Air Purifying Respirator (PAPR) unless directed otherwise by the licensed medical provider who completed the medical evaluation.
8. Maintain PHPR owned PortaCount equipment by appropriately storing, transporting, and ensuring annual calibration and necessary repairs are completed with TSI Incorporated.
9. Participate in ORR program review site visits from PHPR and PHN representatives.
 - a. Onsite: Subrecipient will receive a full, onsite, face to face visit by PHPR. Each Subrecipient can expect a four (4) hour visit. This visit will determine if the jurisdiction meets the “Established” status per the CDC’s Operational Readiness Review guidance. **A report of the jurisdiction status will be provided within three (3) days of the visit.**
 - b. Desk Audit: Subrecipient can receive a desk audit via video teleconference on a case by case basis (approved by PHPR manager) or if poor weather or circumstances will preclude a face to face site visit. Any change requests will be scheduled by the state MCM Coordinator. **A status will be provided within three (3) days of the visit.**
10. Maintain and report current year mitigation strategies identified with a plan of action to train and exercise within a year.

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)

11. Participate in sharing volunteer management and response resources through the PHRC Volunteer Management Resources site.
12. Using the COVID-19 lessons learned and improvement plan created in Q3, develop an implementation plan for volunteer recruitment, management, and response.
13. Complete a psychological first aid or disaster mental health training course.

Annual requirements due no later than June 30, 2022

It is highly recommended that these activities be completed early in the Contract period.

1. Participate in no less than two EEI drills (or COVID-19 Response related EEI requests) to ensure the ability to rapidly share and exchange information with key partners. One drill before December 31, 2021 and the other before June 20, 2022.

2. Include HCCs in situational awareness, information sharing, training, drills, and exercises.
3. Participate in performance measurement data collection activities.
4. Coordinate with hospitals to ensure public health and hospitals understand and concur with each other's role during public health emergencies.
5. Using lessons learned from the COVID-19 response, update and maintain fiscal and administrative preparedness plan.
6. Respond to at least two (2) PPHR conducted drills of after-hours phone numbers during this contract term. Contact must be made with PHN staff.
7. Use COVID-19 response to assemble IMT personnel physically or virtually to the public health emergency operations center or jurisdictional emergency operations center during the budget period.
8. Capitalize on efforts during the COVID-19 response to prepare for medical sheltering: Develop a formal list of resources and contacts of medical station wrap around services. This list should medical equipment and supplies including oxygen/refill capability, non-emergency transportation with the ability to transport those with access and functional needs to include their devices and equipment, communication capabilities, and mental health resources.
9. Conduct an annual public health and medical preparedness exercise that specifically addresses the needs of people with disabilities and other at-risk individuals or Access and Functional Needs (AFN) populations. This exercise should also include communication efforts to these populations; otherwise, utilize the COVID-19 response to meet public health and medical preparedness exercise requirements that specifically addresses the needs of people with disabilities and other at-risk individuals or populations.
10. Submit After Action Report/Improvement Plan (AAR/IP) forms. AAR/IP must be completed and submitted within one hundred twenty (120) days (but no later than June 30, 2022) after every tabletop exercise (TTX), functional exercise (FE), full-scale exercise (FSE), or incident involving public health.
11. Provide additional documentation as requested for verification of deliverables.
12. Comply with PPHR compliance monitoring.
 - a. Onsite: eight (8) onsite local jurisdictions are Albany, Carbon, Crook, Eastern Shoshone, Goshen, Hot Springs, Laramie, Northern Arapaho, Platte, and Washakie. If onsite visits are not possible, jurisdictions will complete a desk audit with the compliance coordinator.

- b. Desk Audit: local jurisdictions not receiving compliance site visits will be scheduled by the compliance coordinator for a teleconference based assessment interview.
- 13. In collaboration with local partners review operations and security needs at the following:
 - a. Local Distribution Site (LDS)
 - b. Regional Distribution Site (RDS)
 - c. Point of Dispensing (POD)
- 14. PHRC (or local designee) will attend the in-person Face2Face meeting as scheduled.
- 15. PHRC, PHN manager, or health department director hired during the Contract period will attend WARN training within thirty (30) days of hire.
- 16. Continue development of Incident Command System (ICS) capabilities through training, drills, and exercises to better equip the team for activating, operating, and managing a public health emergency that includes pandemic influenza and anthrax response to include staffing the public health emergency operations center. Provide documentation of public health staff trained in ICS to the CRT.
- 17. Using the COVID-19 response, continue development and train on IMT capabilities that will better equip the personnel for activating, operating, and managing public health emergencies.
- 18. Maintain a list of IMT personnel with necessary skills to fulfill required incident command and public health incident management roles.
- 19. Based on most current CDC Operation Readiness Review (ORR) Guidance, conduct necessary exercises and drills to validate plans containing an MCM component for a Category A agent release or emerging infectious disease incident.
- 20. Track and report the number of times a year that the county EOC is activated (partial or full activation) when public health is involved.
- 21. Using lessons learned from the COVID-19 response review, update, and train the mobilization and demobilization plans with a focus on MCM PODS.
- 22. PHPR will conduct a PHPR-PHRC Meeting that requires all 23 PHRCs and both tribes to attend. The meeting will cover annual guidance, budget, deliverables, and reporting requirements.
- 23. Compose, update, and maintain all mandatory policies including but not limited to:
 - a. nepotism policy
 - b. travel policy

- c. discrimination policy
- d. drug-free workplace policy
- e. conflict of interest policy
- f. whistleblower policy

Training requirements due no later than June 30, 2022

It is highly recommended that these activities be completed early in the Contract period.

1. Prior to registering for courses at Emergency Management Institute of the United States Federal Emergency Management Agency (EMI) (Emmittsburg), Center for Domestic Preparedness (CDP) (Anniston), or other out of state locations approval must be obtained through the PHPR Training Coordinator (Jim Smith).
2. Attend and complete (for new hire PHRCs) Emergency Responder Health Monitoring and Surveillance (ERHMS) Online Training Course offered by the CDC on WyTRAIN and the Respiratory Protection class offered at the Center for Domestic Preparedness within one (1) year of hire date.
3. Attend the SNS course at the Center for Domestic Preparedness, Anniston, AL by June 30, 2022, if available, within one (1) year of hire or if not completed in the last five (5) years.
4. Public Health PIO and alternates must complete one (1) of the following training each year: CDC CERC Training, FEMA G290-Public Information Officer-Basic, and FEMA IS-42: Social Media in Emergency Management, MGT 902- Managing Public Information for All Hazards Incidents (MPI). Recommended: Advanced Public Information Officer Training.
5. PHRC or identified public health volunteer managers must complete the following training every five (5) years: IS-244 Developing and Managing Volunteers, Cultural Competence, Volunteer Reception Center, Spontaneous Volunteer Management, and other training as requested.
6. All PHRCs will complete HHS/ASPR Access and Functional Needs Web-Based Training https://www.train.org/illinois/admin/portal_compliance. Upon completion of the is course go to this page and complete the required information: <https://www.phe.gov/ASPRBlog/pages/BlogArticlePage.aspx?PostID=337>.
7. Attend all calls, webinars, scheduled, or assigned self-pace and independent studies throughout the year that address areas for improvement and identified training needs.

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The following page(s) contain the backup material for Agenda Item: [9:35 Airport NAVAIDS Grant Application](#)

*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

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: Airport NAVAIDS Application FY 2021-2022

DATE: 05/25/2021

Attached you will find a grant memo regarding the Airport NAVAID's grant program. The application is not included as once you input the information into the online system, the application is considered submitted. The Airport is requesting \$24,248.30 and no matching funds are required. The funds will be used for maintenance of the non-federal NAVAIDS at the airport. These funds are State funds.

A representative from the Airport will be presenting this contract.

Thank you!

Grant Application Summary Request Form

Please submit this form completed with your Grant Application to the Grants Specialist, no later than seven business days prior to the intended scheduled Commissioners meeting.

Commissioner Meeting Date Preferred: June 15, 2021

Grant Fiscal Year: 2021 Period of Performance: _____

Grant Project Name: NAVAID GRANT

Funding Agency: Wyoming Department of Transportation Aeronautics Division

CFDA #: _____ Circle One: FEDERAL/ STATE/ LOCAL/ OTHER Funding: State

Application Due Date to Funding Agency: _____

Campbell County Department Applying for Grant: Airport

Grant Amount Request: \$24,248.30 Business Unit where Grant is Budgeted: 751

Match Amount Request: _____ Match Sources: _____

Please describe the purpose of this grant and how this project relates to the departments mission and how this project will benefit Campbell County: The purpose of this grant is to request funding from the Wyoming Department of Transportation Aeronautics Division for the annual contract fees associated with services and maintenance of the non-federal NAVAIDS at the airport which include the instrument landing system (ILS), non-directional beacon (NDB), and distance measuring equipment (DME).

Describe your proposed project. What are your goals and outcomes and how they will be achieved? How will the project be sustained after the grant is over? The grant will be utilized to continue the NAVAID annual contract. The contract amount does not exceed the requested grant.

Office Use Only:

Grants Specialist Review: _____

Revisions Required: _____

Revisions Received: _____

Commissioner Approval Date: _____ Date Returned to Department: _____

The following page(s) contain the backup material for Agenda Item: [9:40 Airport Marketing Grant Application](#)

*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.

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(307) 682-7283
(307) 687-6325 FAX
www.ccgov.net

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: Airport Marketing Application FY 2021-2022

DATE: 05/25/2021

Attached you will find a grant memo regarding the Airport Marketing grant program. The application is not included as once you input the information into the online system, the application is considered submitted. The Airport is requesting \$80,000, \$40,000 of which will be the award amount, and the remaining \$40,000 will be matching funds, provided by the Airport. The funds will be used to market the Northeast Wyoming Regional Airport. These funds are State funds.

A representative from the Airport will be presenting this contract.

Thank you!

Grant Application Summary Request Form

Please submit this form completed with your Grant Application to the Grants Specialist, no later than seven business days prior to the intended scheduled Commissioners meeting.

Commissioner Meeting Date Preferred: June 15, 2021

Grant Fiscal Year: 2021 Period of Performance: _____

Grant Project Name: Marketing and Promotions

Funding Agency: Wyoming Department of Transportation Aeronautics Division

CFDA #: _____ Circle One: FEDERAL/ STATE/ LOCAL/ OTHER Funding: State

Application Due Date to Funding Agency: _____

Campbell County Department Applying for Grant: Airport

Grant Amount Request: \$80,000 Business Unit where Grant is Budgeted: 751

Match Amount Request: \$40,000 Match Sources: Airport Operational Budget

Please describe the purpose of this grant and how this project relates to the departments mission and how this project will benefit Campbell County: The purpose of this grant is to request funding from the Wyoming Department of Transportation Aeronautics Division to continue the Northeast Wyoming Regional Airport's marketing and promotions campaign.

Describe your proposed project. What are your goals and outcomes and how they will be achieved? How will the project be sustained after the grant is over? The grant will be utilized to continue the marketing campaign at the Northeast Wyoming Regional Airport. The marketing goals are to increase passenger enplanements through advertising both locally and within the surrounding communities. The airport marketing budget will not exceed the grant amount that has been requested.

Office Use Only:

Grants Specialist Review: BL 8/28/21

Revisions Required: none

Revisions Received: _____

Commissioner Approval Date: _____ Date Returned to Department: _____

The following page(s) contain the backup material for Agenda Item: [9:45 Airport ACRGP Concessions Relief Addendum](#)

*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
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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: Airport Coronavirus Response Grant Program (ACRGP) Concessions

DATE: 05/25/2021

Attached you will find a grant agreement for the Airport Coronavirus Response Grant Program (ACRGP) for the Northeast Wyoming Airport. The purpose of this agreement is to prevent, prepare for, and respond to the coronavirus. Funds can be used for relief from rent and minimum annual guarantees in accordance to the ACRGP act. The total award amount is \$6,317 for the concessionaires (rental car companies) for expense related to coronavirus. These funds are federal funds (CFDA 20.106), requiring no matching funds. HR/RISK, County Attorney and Grants have reviewed the enclosed document and have requested no changes.

A representative from the Airport will be presenting this contract.

Thank you!



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

FAA DEN ADO
26805 E 68th Ave, Suite 224
Denver, CO 80249

Mr. Robert Maul, Chairman
Campbell County Board of Commissioners
500 South Gillette Avenue, Suite 1100
Gillette, WY 82716

Mr. Luke Malyurek, President
Northeast Wyoming Regional Airport Board
2000 Airport Road
Gillette, WY 82716

SUBJECT: Airport Coronavirus Response Grant Program (ACRGP) Concessions Addendum

Dear Commissioner Maul and Mr. Malyurek:

Please find the following electronic ACRGP Concessions Relief Addendum Offer, Addendum No. 3-56-0012-049-2021 for the Northeast Wyoming Regional Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the addendum to the individual signing the addendum; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the addendum, followed by the attorney's certification, no later than **June 30, 2021** in order for the addendum to be valid.
- c. You may not make any modification to the text, terms or conditions of the addendum offer.
- d. The addendum offer must be digitally signed by the sponsor's legal signatory authority and then the addendum offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the addendum, an email with the executed addendum will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this addendum must be made electronically via the Delphi eInvoicing System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds to provide relief from rent and minimum annual guarantees (MAG) to on-airport car rental, on-airport parking, and in-terminal concessions.

With each payment request you are required to upload a summary directly to Delphi. The summary should include at least the list of concessions, baseline numbers for proportional calculations, amount of rent and MAG relief, and the consultation date with any Airport Concession Disadvantaged Business Enterprise. Please refer to the [ACRGP Frequently Asked Questions](#) for further information

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A closeout report (A sample report is available [here](#)).

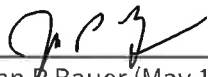
Until the addendum is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this addendum is open (due December 31 of each year this addendum is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Paulette Lugo is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Paulette Lugo at paulette.lugo@faa.gov.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



John P. Bauer (May 12, 2021 13:10 MDT)

John P. Bauer
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

CONCESSIONS RELIEF ADDENDUM

Part I - Offer

Federal Award Offer Date	May 12, 2021	_____
Airport/Planning Area	<u>Northeast Wyoming Regional Airport</u>	
ACRGP Addendum Number	<u>3-56-0012-049-2021</u>	<u>[Contract No. DOT-FA21NM-K1119]</u>
Unique Entity Identifier	<u>07-141-3140</u>	

TO: County of Campbell, Wyoming and the Northeast Wyoming Regional Airport Board
(herein called the "Sponsor") (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Concessions Relief Addendum also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an application dated April 6, 2021 to amend Airports Coronavirus Response Grant Program (ACRGP or "the Agreement") Grant Agreement 3-56-0012-048-2021 to provide relief from rent and minimum annual guarantees (MAG) obligations to each eligible airport concession at the Northeast Wyoming Regional Airport, in accordance with the Coronavirus Response and Relief Appropriations Act ("CRRSA Act" or "the Act"), Public Law 116-260, Division M;

WHEREAS, the FAA has agreed with the Sponsor to amend its ACRGP Grant Agreement 3-56-0012-048-2021 to further allocate \$6,317 to fund Concession Relief as defined below;

WHEREAS, the Sponsor has accepted the terms of the FAA's ACRGP Concessions Relief Addendum offer;

WHEREAS, in consideration of the promises, representations, and assurances provided by the Sponsor, the FAA has approved the ACRGP Concessions Relief Addendum Application for the Northeast Wyoming Regional Airport;

WHEREAS, no other terms, conditions, or assurances of the 3-56-0012-048-2021 shall be negated as a result of this ACRGP Concessions Relief Addendum;

WHEREAS, this ACRGP Concessions Relief Addendum hereby amends 3-56-0012-048-2021 for the purpose of adding \$6,317 for the Northeast Wyoming Regional Airport to use to provide relief from rent and minimum annual guarantees (MAG) obligations, as applicable, to each eligible airport concession in

an amount that reflects each eligible airport concession's proportional share of the total amount of the rent and MAGs of all eligible airport concessions at the Northeast Wyoming Regional Airport as further defined herein, for relief provided no earlier than December 27, 2020, until the specified Concession Relief funds have been fully expended.

NOW THEREFORE, in accordance with the applicable provisions of the Coronavirus Response and Relief Appropriations Act, Public Law 116-260, Division M, the representations contained in the ACRGP Concessions Relief Addendum Application, and in consideration of, (a) the Sponsor's acceptance of this Offer for an ACRGP Concessions Relief Addendum, the terms, conditions, and assurances of which are hereby attached to and made part of the terms, conditions, and assurances agreed to under 3-56-0012-048-2021 and, (b) the benefits to accrue to the United States and the public from the accomplishment of the ACRGP Concession Relief Addendum, and in compliance with the conditions and requirements as herein provided

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred accomplishing ACRGP Concessions Relief as a result of and in accordance with this ACRGP Concession Relief Addendum.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:**

CONDITIONS

ADDENDUM TO AIRPORT CORONAVIRUS RELIEF GRANT AGREEMENT 3-56-0012-048-2021

- 1a. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$6,317 to be provided to the airport sponsor for rent relief provided to eligible airport concessions as described herein.
- 2a. **Period of Performance.** This ACRGP Concessions Relief Addendum is subject to the following federal award requirements:
 - a. This Addendum does not change the period of performance date prescribed in the ACRGP Grant Agreement 3-56-0012-048-2021.
 - b. This Addendum does not change the budget period prescribed in the ACRGP Grant Agreement 3-56-0012-048-2021.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
 2. The FAA may terminate this ACRGP Concessions Relief Addendum, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340.
- 3a. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

- 4a. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the Concessions Relief unless this offer has been accepted by the Sponsor on or before June 30, 2021 , or such subsequent date as may be prescribed in writing by the FAA.
- 5a. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Concessions Relief Addendum electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

SUPPLEMENTAL TO ACRGP GRANT AGREEMENT 3-56-0012-048-2021

CONDITION FOR AIRPORT CONCESSIONS RELIEF -

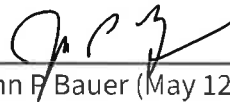
1. **ACRGP Concessions Relief.** The Sponsor agrees that it will use the funds in this ACRGP Concessions Relief Addendum allocated specifically to cover lawful expenses to provide relief from rent and minimum annual guarantee obligations to on airport car rental, on-airport parking, and in-terminal airport concessions (collectively referred to herein as "Concessions") as defined in part 23 of title 49, Code of Federal Regulations, in accordance with the CRRSA Act, Public Law 116-260, Division M, Title IV. Use of these funds shall be governed by the following specific conditions defined in the CRRSA Act:
 - a. Relief provided to Concessions must equal the total amount of funds allocated for Concessions under this ACRGP Concessions Relief Addendum, to the extent practicable and to the extent permissible under state laws, local laws, and applicable trust indentures;
 - b. Relief provided to Concessions from rent and minimum annual guarantee obligations to each eligible airport concession in an amount that reflects each eligible airport concession's proportional share of the total amount of the rent and minimum annual guarantees of all the eligible airport concessions at such airport;
 - c. Relief provided to Concessions shall be prioritized to minority-owned businesses, to the extent permissible;
 - d. Relief shall only be provided to Concessions that have certified they have not received a second draw or assistance for a covered loan under Section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or minimum annual guarantee costs; and
 - e. Each Concession provided relief with these funds shall certify to the Sponsor it will not apply for a covered loan as described above for rent or minimum annual guarantee costs.

The Sponsor agrees that it will provide the FAA with reporting data in lieu of invoices to be reimbursed for eligible expenses as described herein and certify data submitted is true and correct. The FAA will provide reporting options for the Sponsor. The Sponsor may not use funds allocated for Concessions for other airport purposes except that the Sponsor may retain up to two percent of the amount allocated for Concession relief purposes in this ACRGP Concession Relief Addendum to administer the Concession relief program. Funds not expended under this condition are subject to recovery by FAA.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Concessions Relief Addendum Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise an ACRGP Concessions Relief Addendum, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Concessions Relief and compliance with the conditions as provided herein. Further, this ACRGP Concessions Relief Addendum shall be attached to ACRGP 3-56-0012-048-2021, inclusive of all terms, conditions, and assurances provided there, and become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



John P. Bauer (May 12, 2021 13:10 MDT)

(Signature)

John. P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Concessions Relief Addendum Application and incorporated materials referred to in the foregoing Offer under this ACRGP Concessions Relief Addendum, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer. Furthermore, the Sponsor acknowledges all terms, conditions and assurances in this ACRGP Concessions Relief Addendum are hereby attached to any ACRGP Grant Agreements previously or concurrently executed for any other purpose.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this

COUNTY OF CAMPBELL, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing ACRGP Concessions Relief Addendum under the laws of the State of Wyoming. Further, I have examined the foregoing ACRGP Concessions Relief Addendum and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. In addition, for grants involving Concessions Relief to be carried out by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. The Sponsor understands funding made available under this ACRGP Concessions Relief Addendum may only be used for the Concessions Relief prescribed in the Act and identified herein. The Sponsor acknowledges all terms, conditions and assurances in this ACRGP Concessions Relief Addendum are hereby attached to any ACRGP Grant Agreements previously or concurrently executed for any other purpose. Further, it is my opinion that the said ACRGP Grant Agreement and the ACRGP Concessions Relief Addendum attached hereto constitute a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this

NORTHEAST WYOMING REGIONAL AIRPORT

(Name of Sponsor)

—
(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing ACRGP Concessions Relief Addendum under the laws of the State of Wyoming . Further, I have examined the foregoing ACRGP Concessions Relief Addendum and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. In addition, for grants involving Concessions Relief to be carried out by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. The Sponsor understands funding made available under this ACRGP Concessions Relief Addendum may only be used for the Concessions Relief prescribed in the Act and identified herein. The Sponsor acknowledges all terms, conditions and assurances in this ACRGP Concessions Relief Addendum are hereby attached to any ACRGP Grant Agreements previously or concurrently executed for any other purpose. Further, it is my opinion that the said ACRGP Grant Agreement and the ACRGP Concessions Relief Addendum attached hereto constitute a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

The following page(s) contain the backup material for Agenda Item: [9:50 Airport ACRGP Grant Agreement](#)

*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

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: Airport Coronavirus Response Grant Program (ACRGP) Operations

DATE: 05/25/2021

Attached you will find a grant agreement for the Airport Coronavirus Response Grant Program (ACRGP) for the Northeast Wyoming Airport. The purpose of this agreement is to prevent, prepare for, and respond to the coronavirus. Funds can be used for the reimbursement of the Airport's operational and maintenance expenses or debt service payments in accordance to the ACRGP act. The total award amount is \$1,010,021 for expenses related to coronavirus. These funds are federal funds (CFDA 20.106), requiring no matching funds. HR/RISK, County Attorney and Grants have reviewed the enclosed document and have requested no changes.

A representative from the Airport will be presenting this contract.

Thank you!



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

FAA DEN ADO
26805 E 68th Ave, Suite 224
Denver, CO 80249

CRRSA Act Transmittal Letter

Mr. Robert Maul, Chairman
Campbell County Board of Commissioners
500 South Gillette Avenue, Suite 1100
Gillette, WY 82716

Mr. Luke Malyurek, President
Northeast Wyoming Regional Airport Board
2000 Airport Road
Gillette, WY 82716

Dear Commissioner Maul and Mr. Malyurek:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-56-0012-048-2021 for the Northeast Wyoming Regional Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **June 30, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available [here](#)).

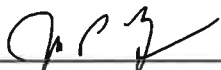
Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. **A copy of a "Single Audit Certification Form" will be sent separately via email.** Please complete and return a copy to our office and make a copy for your files.

Paulette Lugo is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Paulette Lugo at paulette.lugo@faa.gov.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



John P. Bauer (May 12, 2021 13:10 MDT)

John P. Bauer
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date May 12, 2021

Airport/Planning Area Northeast Wyoming Regional Airport

ACRGP Grant Number 3-56-0012-048-2021 [Contract No. DOT-FA21NM-K1118]

Unique Entity Identifier 07-141-3140

TO: County of Campbell, Wyoming and the Northeast Wyoming Regional Airport Board
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated April 6, 2021, for a grant of Federal funds at or associated with the Northeast Wyoming Regional Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Northeast Wyoming Regional Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to

reimburse airport operational and maintenance expenses directly related to Northeast Wyoming Regional Airport incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,010,021, allocated as follows:

\$9,185	Primary	KC2021
\$1,000,836	Primary	KQ2021

2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 30, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant

Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. **Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.
23. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.

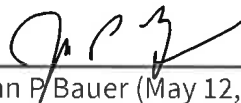
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated May 12, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



John P. Bauer (May 12, 2021 13:10 MDT)

(Signature)

John. P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

COUNTY OF CAMPBELL, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

NORTHEAST WYOMING REGIONAL AIRPORT

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or “the Act”), Public Law 116-260. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). ¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). ¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. ¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The County of Campbell, Wyoming and the Northeast Wyoming Regional Airport Board, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated , and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

The following page(s) contain the backup material for Agenda Item: [9:55 Contract to Provide Adult Treatment Court Services](#)

*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

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: Adult Treatment Courts, Court Supervised Treatment Program Agreement.

DATE: 05/25/2021

Attached you will find the Adult Treatment Courts Court Supervised Treatment Program Agreement. The purpose of this agreement is to set forth the terms and conditions by which the Adult Treatment Courts shall provide substance use disorder treatment services as a sentencing alternative. The award amount is \$250,603.86 and these funds are State funds. Matching funds in the amount of \$156,547.00 are committed for this program and are in the Adult Treatment Courts budget. HR/RISK, County Attorney and Grants have reviewed this agreement and have requested no revisions.

A representative from Adult Treatment Courts will be presenting this contract.

Thank you!

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR
THE CAMPBELL COUNTY ADULT TREATMENT COURTS**

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment Courts (Contractor), whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716. This Contract pertains to the Court Supervised Treatment Program, Mental Health and Substance Abuse Services section of the Agency.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide substance use disorder treatment services as a sentencing alternative, in accordance with the Court Supervised Treatment Programs Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, Code of Federal Regulations (CFR) Title 42, and Agency policies and procedures, which are 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 July 1, 2021, or Effective Date, whichever is later, through June 30, 2022. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Section 5 below and in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed two hundred fifty thousand, six hundred three dollars and eighty-six cents (\$250,603.86). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Attachment B, Invoice, is attached to and incorporated into this Contract by this reference. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. The total Contract amount in Section 4.A., above, includes two hundred forty-three thousand, two hundred twenty-one dollars and sixteen cents (\$243,221.16) for services listed in Attachment A.
 - C. The total Contract amount in Section 4.A., above, includes seven thousand, three hundred eighty-two dollars and seventy cents (\$7,382.70) to be used for drug testing supplies and testing services.

- D. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.
- E. Upon written notice of unusual circumstances from the Contractor that temporarily affect the Contractor's ability to fulfill the requirements of this Contract, the Agency may authorize payment if, in the sole judgement of the Agency, the circumstances warrant payment.
- F. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.

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

- A. Provide the services, supports, reports, and data as described in Attachment A and Attachment B.
- B. Comply with the duties outlined in Attachment C, Court Supervised Treatment Guidelines, which is attached to and incorporated into this Contract by this reference.
- C. Comply with the duties outlined in Attachment D, Business Associate Agreement, which is attached to and incorporated into this Contract by this reference.
- D. Comply with the duties outlined in Attachment E, Data Management Plan, which is attached to and incorporated into this Contract by this reference.

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

- A. Pay Contractor in accordance with Section 4 above.
- B. Consult with and advise the Contractor, as necessary, about the requirements of the Contract.
- C. Utilize data collected for reporting and decision-making.

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed 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 Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation 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 Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- 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 contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- H. Confidentiality of Information.** All documents, data compilations, and reports owned by the Agency under the terms of this Contract shall be kept confidential by

the Contractor unless written permission is granted by the Agency for its release. If Contractor receives a request for information owned by the Agency, Contractor shall notify the Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Agency. In all cases, Contractor shall ensure the confidentiality of information about clients by implementing the requirements of 42 CFR 2.31; and comply with the requirements of Wyo. Stat. § 7-13-1610.

- I. Entirety of Contract.** This Contract, consisting of ten (10) pages; Attachment A, Statement of Work, consisting of four (4) pages; Attachment B, Invoice, consisting of one (1) page; Attachment C, Court Supervised Treatment Guidelines, consisting of fifteen (15) pages; Attachment D, Business Associate Agreement, consisting of six (6) pages; and Attachment E, Data Management Plan, consisting of six (6) 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 a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control, with the exception of that contained in Attachment D, Business Associate Agreement.
- J. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- 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 Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole

responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents 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 Contract.

- O. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and 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.
- P. 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.
- Q. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, and reports submitted to the data system designated by the Agency in relation to the performance of this Contract. Upon termination of this Contract for any reason, Contractor agrees to submit a final report of all data not submitted to the data system designated by the Agency. Contractor owns all information not explicitly stated in Attachment A that is collected and maintained for the purpose of providing services pursuant to Wyo. Stat. §§ 7-13-1601 through 1615. Contractor agrees to submit information contained in the records designated by the Agency to the Agency as required by the reporting requirements of this Contract. Otherwise, the parties agree that Contractor remains solely responsible for the confidentiality, integrity, availability, maintenance, storage, and destruction of records owned by Contractor.
- 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.**

- (i) During the term of this Contract, the Contractor 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 Contractor 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 Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Contractor 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 Contractor, such insurance in the name of the Contractor, 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 Contractor under this Contract.
- (vi) All policies required by this Contract 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 Contractor 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 Contract 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 Contractor's home state to perform work under this Contract 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 Contractor 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 Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Contractor through the Wyoming Department of Workforce Services' workers' compensation program, Contractor 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 Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Contractor 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.

- U. **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 Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.

- V. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- W. **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 Contractor 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 Contractor, 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 Contract or 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 Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- X. **Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- Y. **Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- Z. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to 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.
- AA. **Time is of the Essence.** Time is of the essence in all provisions of this Contract.

- BB. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- CC. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- DD. **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 Contractor 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.

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8. **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.

AGENCY:

Wyoming Department of Health, Behavioral Health Division

Stefan Johansson, Interim Director

Date

Matthew Petry, MPA, Senior Administrator

Date

CONTRACTOR:

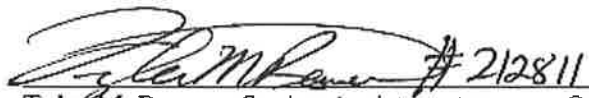
Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment Courts

Signature

Date

Printed Name and Title

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Tyler M. Renner, Senior Assistant Attorney General

05-24-2021
Date

Statement of Work (SOW)

Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Board of Campbell County Commissioners as Governing Body for
Campbell County Adult Treatment Courts (Contractor)
For services to be provided from July 1, 2021, or Effective Date, whichever is later, through
June 30, 2022

I. **Purpose**

The purpose of the Contract is to set forth the terms and conditions by which the Contractor shall provide substance use disorder treatment services as a sentencing alternative, in accordance with the Court Supervised Treatment (CST) Program Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, Code of Federal Regulations (CFR) Title 42, and Agency policies and procedures.

II. **Definitions**

- A. **Ancillary Services** - any service provided to the participant not directly related to substance abuse treatment
- B. **Participant Status** - status of the participant; i.e. pre-program, in-program, graduated, post-program, ineligible, suspended, terminated
- C. **Supervision Contacts** - any supervising individual; usually probation, parole, or monitoring agent; who has contact with the participant
- D. **Secondary Participants** - any relative who receives services of the CST Program in conjunction with the participant

III. **Scope of Work**

- A. **Corrective Action Plans and Withholding of Funds**
 - 1. Failure to comply with this SOW may result in the Contractor submitting a Corrective Action Plan (CAP) to the Agency within a specified time period, determined by the Agency. Failure to implement the CAP may result in the withholding of funds or termination of this Contract.
 - 2. The Agency may withhold full or partial payment to the Contractor for failure to submit any required forms, reports, information, or deliverables required to be submitted or completed in this Contract, SOW, and Attachments.
 - a. Payment may be withheld until the Contractor:
 - i. Submits the required reports, forms, and information;

- ii. Submits completed required reports, forms and information; or
- iii. Completes the requirements of this SOW

IV. Deliverables Table

TOTAL PAYMENT UNDER THE CONTRACT NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND, SIX HUNDRED THREE DOLLARS AND EIGHTY-SIX CENTS (\$250,603.86).

DELIVERABLE	TIMELINE
A. Maintain twenty-six (26) average participants each quarter, as awarded by the funding panel and reported on the designated data system	Report is due by the last business day of the month following the reported quarter within the Contract term
DELIVERABLE	TIMELINE
B. Enter data into the Agency designated data system including, but not limited to:	Report is due by the last business day of the month following the reported quarter within the Contract term
1. Participant statuses	
2. Number of screenings	
3. Demographic information	
4. Drug test quantities and results	
5. Days of sobriety	
6. Units and levels of treatment services	
7. Ancillary services	
8. Supervision contacts	
9. In-Program recidivism	
10. Post-Program recidivism	
11. Secondary participants	
12. Number of drug-free babies born in-Program	
DELIVERABLE	TIMELINE
C. Submit Unemployment Certificate of Good Standing	October 1, 2021
DELIVERABLE	TIMELINE
D. Submit Worker's Compensation Certificate of Good Standing	October 1, 2021
DELIVERABLE	TIMELINE
E. Submit independent financial audit report from previous fiscal year	January 31, 2022

Attachment A
Statement of Work

DELIVERABLE	TIMELINE
F. Submit an itemized year-end financial statement for the entire Program. The statement shall be signed by the Contractor's fiscal agent and submitted to the Agency	August 30, 2021
DELIVERABLE	TIMELINE
G. Report to Agency CST Program staff, by email at cstprogram@wyo.gov, any Sentinel Event that has occurred regarding the Contractor's clients or staff. Sentinel Events are those involving death or serious physical or psychological injury or risk thereof	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
H. Implement Program according to governing statutes, state rules and regulations, and state policies including, but not limited to the following:	Ongoing throughout Contract Term unless otherwise stated
1. Treatment contract requirements	
2. Drug testing requirements	
3. Monitoring requirements	
4. Utilizing match funds	
DELIVERABLE	TIMELINE
I. Maintain or exceed the following Program goals:	Ongoing throughout Contract Term unless otherwise stated
1. Fifty-nine percent (59%) or higher retention rate for participants	
2. Less than twelve percent (12%) in-Program recidivism	
3. Track post-Program recidivism for at least three (3) years for participants that have graduated or terminated from the Program	
4. One hundred percent (100%) compliance with a requirement for participants to have at least one hundred twenty (120) days of sobriety prior to graduation	
DELIVERABLE	TIMELINE
J. All members of the CST Program team and Substance Abuse Treatment Provider must meet training requirements as outlined in Attachment C, CST Program Guidelines, Key Component #9:	Ongoing throughout Contract Term unless otherwise stated
1. Submit verification of training hours for each team member	
DELIVERABLE	TIMELINE
K. National Accreditation	Ongoing throughout Contract Term unless otherwise stated
1. Ensure Substance Abuse Treatment Provider maintains appropriate national accreditation for substance use disorder services provided under this Contract	

Attachment A
Statement of Work

DELIVERABLE	TIMELINE
L. State Certification	
1. Ensure Substance Abuse Treatment Provider maintains appropriate state certification for substance use disorder services provided under this Contract	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
M. Continue to Implement CST Guidelines, outlined in Attachment C	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
N. Budget	
1. Submit revised budget based on this Contract amount	July 31, 2021
2. Submit budget revision requests as necessary after revised budget has been submitted to the Agency	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
O. Coordinator's Meeting	
1. Contractor's Program coordinator shall attend annual Coordinator's meeting if offered by the Agency	Date to be determined by Agency, notice will be provided thirty (30) days in advance
DELIVERABLE	TIMELINE
P. Submit Attachment B, Invoice, and Supporting Expenditure documentation for payment	The 25 th business day of each month through Contract Term

V. Changes to SOW

The Contractor shall submit a written request to the Agency if changes to the SOW are desired. The written request shall include the changes being offered and the reason for the changes. The Agency shall review the request and any additional information provided regarding the changes, and shall provide the Contractor with written notice of acceptance or denial of said request within thirty (30) days.

In the event it is determined by the Agency that a change to the SOW is required, a contract amendment shall be made to this Contract in accordance with Section 7.A. of the Contract.

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CST Program Annual Budget

FY22

CST Program Name:	
CST Program Address:	
CST Program City, State, Zip:	
CST Program Contact:	
CST Program Contact Title:	
CST Program Email:	
CST Program Contact Phone:	
CST Program Contact Fax:	

Remit Payment To:

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FUNDING SOURCES and AMOUNTS	Requested State Funds	Local Funds	In-Kind	Federal Funds	Program Participant Fees	Other (City & County Funds or Other State Funds/Salaries)	Total Match and Other Funds Available to the CST Program
ADMINISTRATIVE		REQUIRED MATCH DOLLARS					
Salaries and Wages (Not including Treatment / Supervision)							\$0.00
Employee Benefits (Not including Treatment/Supervision)							\$0.00
Professional Services Fees (Please Specify)							\$0.00
Internet Service							\$0.00
Telephone/Cell Phone							\$0.00
Utilities							\$0.00
Vehicle Expenses/Maintenance							\$0.00
Office Supplies							\$0.00
Computer Hardware							\$0.00
Computer Software and/or Supplies							\$0.00
Photocopier							\$0.00
Postage							\$0.00
Advertising							\$0.00
Equipment Maintenance							\$0.00
Equipment Rental/Purchase							\$0.00
Office Space							\$0.00
Construction Costs							\$0.00
Grant Writing							\$0.00
Case Management System							\$0.00
Audit Costs							\$0.00
Professional Services Contract (Please Specify)							\$0.00
Program Evaluation							\$0.00
TRAVEL/TRAINING							
Travel In-State							\$0.00
Travel Out-of-State							\$0.00
Training Fees							\$0.00
Miscellaneous Meeting Expenses							\$0.00
Client Transportation							\$0.00
Community Training							\$0.00
TREATMENT/SUPERVISION							
Substance Abuse Treatment							\$0.00
Substance Abuse Treatment Salaries and Wages (if applicable)							\$0.00
Substance Abuse Treatment Employee Benefits (if applicable)							\$0.00
Mental Health and/or Other Counseling Services							\$0.00
Educational Program							\$0.00
Educational Materials							\$0.00
Drug Testing Supplies							\$0.00
Drug Testing (On-site and Confirmation)							\$0.00
Monitoring (Electronic)							\$0.00
Graduation and Incentives							\$0.00
Family Activities							\$0.00
National Accreditation Not in Contract							\$0.00
Other Program Materials							\$0.00
MISCELLANEOUS EXPENSES (Please Specify)							
A. Quality of Life Dollars							\$0.00
B. State Approved \$7500 for CARF							\$0.00
C. Contract Amount Drug Testing/Supplies	\$7,382.70						\$0.00
Line Totals	\$7,382.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total State Funds Request	\$	7,382.70
TOTAL MATCH USED AGAINST GRANT	\$	-

Total Budget	\$	7,382.70
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Wyoming Department of Health
Behavioral Health Division
Court Supervised Treatment Program Guidelines

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Definitions

The following definitions shall apply in the interpretation and enforcement of these Guidelines.

- 1** “Dangerous substances” is defined by Wyo. Stat. Ann. § 33-24-125.
- 2** “Diluted sample” means a urine sample where the creatinine value is below 20 mg/dl due to excessive fluid consumption.
- 3** “Participating agencies” means agencies who provide members of the team as listed in Wyo. Stat. Ann. § 7-13-1609(a) and any other agency that augments Court Supervised Treatment (CST) Program services.
- 4** “Agency” means Wyoming Department of Health, Behavioral Health Division, CST Program
- 5** “Contractor” as defined by the Contract, Section 1. Parties.

Key Component #1: Contractor shall integrate alcohol and other drug treatment services with justice system case processing.

1-1: Contractor shall meet the minimum standards of the judicial branch listed in Wyo. Stat. Ann. §7-13-1604 and the Rules Governing Judicial Participation in CST programs, which require the cooperation and support of many other agencies and programs.

1-2: Contractor shall align with, and not contradict or supersede, generalized judicial statutes legislated and determined by the State. Contractor shall work cooperatively with local, traditional court systems to enhance appropriate referrals and to coordinate court schedules and hearings.

1-3: Participating Agency staff designated to the Contractor shall be assigned based on personal interest in the CST Program, interpersonal skills, motivation, and professional abilities or licensure. Staff job descriptions shall include the CST Program role and responsibilities.

1-4: Contractor shall create clear job descriptions, including duties and expectations, for each member and role of the team. Job descriptions shall be reviewed annually and revised as necessary. Team members shall have access to all other members’ job descriptions. Policies and procedures related to job duties shall be developed and reviewed annually. Contractor teams shall strive to maintain appropriate competencies in each team role. An example of possible competencies can be found in the “Core Competencies Guide Adult Drug Court Planning Initiative (DCPI) Trainings” produced by the National Drug Court Institute.

1-5: Participating agencies should make staff assignments to the CST Program for a minimum of two (2) years to ensure stability and continuity of day-to-day operations and to strengthen collaborative relationships between the key professionals.

1-6: Each team shall consist of the members listed in Wyo. Stat. Ann. § 7-13-1609(a).

1-7: Contractor shall adopt written policies and procedures for staff responsible for probation or surveillance duties. Nothing in this section, or in the Contractor’s policies and procedures created in response to this section, shall be construed to limit the statutorily allowed powers of certified officers who are fulfilling probation or surveillance duties on behalf of the CST Program.

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1-8: The judicial branch and participating agencies should support the Contractor by making appropriate adjustments to internal policies, practices, and procedures to ensure successful day-to-day operation of the CST Program.

1-9: Contractor shall:

- a. Require agency-wide communication and cooperation among dedicated CST Program personnel, including treatment providers, in a timely manner.
- b. Cooperate with the collection and maintenance of statistical and evaluation information based on statewide standards.

1-10: The Contractor's team and board of directors, where a program has a board of directors, shall collaboratively develop, review, and agree upon all aspects of CST Program operations. The team shall create a written policy and procedures manual and review it annually. The policy and procedures manual shall be amended if necessary.

- a. Contractor shall use validated, complete assessment tools to measure risk, needs, responsivity, and protective factors for each participant prior to Program entry.
- b. Contractor shall provide, either in house or by contract, manualized treatment curriculums, with fidelity to the model, which are recognized as consistent with best practice standards. Programs are encouraged to add content to a manualized treatment curriculum to effect greater participant interest and engagement.
- c. Contractor shall avoid the interaction of participants with low and high-risk needs.
- d. Screening and assessment results shall be used for both CST Program eligibility and to determine level and type of care and supervision. Screening and diagnosis of clinical needs should take place prior to Program entry.

1-11: All CST Program team members shall attend and participate at each scheduled pre-court staff meeting and status hearing in accordance with Wyo. Stat. Ann. § 7-13-1609(b). At a minimum, pre-court staff meetings shall occur at the same frequency as, and in advance of, scheduled status hearings and the entire Program team shall be in attendance. The meetings should happen two (2) times per month, at a minimum.

1-12: Contractor shall not discriminate based on any individual's race, ethnicity, gender, gender identification, sexual orientation, sexual identity, physical or mental disability, religion, drug of choice, or socioeconomic status.

1-13: Contractor shall have a written consent or release of information form in accordance with Wyo. Stat. Ann. § 7-13-1607(c); participants provide voluntary and informed consent about what information will be shared between team members. Participants shall be informed of any exceptions, including mandatory reporting of explicit safety concerns or as specified by law.

1-14: Contractor shall follow all confidentiality laws and practices. (See, Public Health Service Act, 42 U.S.C. 290dd-2 and 290ee-3; and federal regulations at 42 C.F.R. Part 2). CST Program information and records shall remain confidential, except as authorized for disclosure under these standards and as allowed for in law, as authorized for the purposes of research or evaluation. The CST Program Judge, in conjunction with the CST Program Manager, shall supervise the application of confidentiality laws and standards in the CST Program.

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1-15: Contractor shall receive training on federal and Wyoming confidentiality requirements, to include Wyo. Stat. Ann. § 7-13-1610 and Wyo. Stat. Ann. § 35-2-606, and how they affect CST Program practitioners and contractors.

1-16: Contractor shall collect, enter, and maintain any statistical information or data required by the State or as directed by the Contract.

Key Component #2: Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights.

2-1: A prosecutor (District Attorney) and a defense counsel shall be assigned as members of the CST Program team and shall participate in the design, implementation, and operations of the CST Program.

2-2: The prosecutor and defense counsel shall work to create a sense of stability, cooperation, and collaboration in pursuit of the Contractor's goals. The pursuit of justice, as well as the preservation of the constitutional rights of CST Program participants, shall be ensured by both attorneys.

2-3: The prosecutor and defense counsel shall consistently attend team meetings (pre-court staff meetings and status hearings).

2-4: The prosecutor shall assist in determining whether a defendant is eligible for entry to the CST Program; agree that a positive drug test or open court admission of drug use should not result in the filing of additional drug charges; and work collaboratively with the team to decide on a team response to participant behavior including incentives, sanctions, or when termination from the CST Program is warranted.

2-5: The CST Program participant's defense counsel shall review the police reports, arrest warrant, charging document, all CST Program documents, and other relevant information; advise the defendant as to the nature and purpose of the CST Program, the rules governing participation, the merits of the CST Program, the consequences of failing to abide by the CST Program rules, and how participation or non-participation will affect his interests; provide a list of and explain all of the rights the defendant will temporarily or permanently relinquish; and advise the defendant on alternative options. The defendant's defense counsel shall explain that the prosecution has agreed that a positive drug test or admission to drug use in open court should not lead to additional charges; encourage truthfulness with the judge and treatment staff; and inform the defendant they will be expected to take an active role in status hearings, including speaking directly to the judge as opposed to doing so through an attorney. The CST Program defense counsel shall work collaboratively with the team to decide on team response to participant behavior including incentives, sanctions, and when or whether termination from the CST Program is warranted.

2-6: Both the prosecution and the defense attorney shall perform their tasks as part of the CST Program eligibility and admission process as swiftly as possible, including working with stakeholders in the legal system to shorten the time to entry into the CST Program.

Key Component #3: Eligible participants are identified early and promptly placed into the CST Program.

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3-1: Consideration for admission to the CST Program shall be limited to potential participants who meet the criteria established under Wyo. Stat. Ann. § 7-13-1607(a) & (b).

3-2: Participant eligibility requirements and intake and referral standards shall be defined objectively, agreed upon by all members of the Contractor team, included in writing as part of the Contractor's policies and procedures, and communicated to potential referral sources and shall meet the requirements established under Wyo. Stat. Ann. § 7-13-1607(c).

3-3: Contractor shall monitor and address, if identified, whether equivalent access and retention is available to individuals who have historically experienced sustained or reduced social opportunities because of their race, ethnicity, gender, sexual orientation, sexual identification, physical or mental disability, religion, or socioeconomic status and ensure that those individuals receive the same opportunities as other individuals to participate and succeed in the CST Program.

3-4: Contractor shall target individuals classified as high risk and high need with alternate tracks for other risks and needs.

3-5: Assessment for substance use disorder and other treatment needs shall be conducted by a treatment staff member(s) licensed or certified through the Wyoming Mental Health Professionals Licensing Board.

3-6: The Contractor shall use validated clinical assessments for service planning and to address treatment and complementary service needs.

3-7: Participants shall be screened for CST Program eligibility as soon as possible by designated members of the Contractor's team, as identified by Contractor's policies and procedures. Contractor shall have participants begin the Program as soon as possible.

3-8: Participants considered for the CST Program shall be promptly advised about the Program, including the requirements, scope, and potential benefits and effects on their case.

3-9: Contractor shall accept individuals with serious mental health disorders, co-occurring disorders, and medical conditions. Exclusion of a person with serious mental health disorders, co-occurring disorders, and medical conditions shall be documented with sound reasoning, which shall not conflict with the American Disabilities Act or the Olmstead decision (119 S.Ct. 2176).

3-10: Contractor shall maintain an appropriate caseload based on the capacity to effectively serve all participants in compliance with these standards.

3-11: All participants shall receive a participant handbook upon accepting the terms of participation and entering the CST Program. Receipt of the participant handbook shall be acknowledged through a signed form and documented in the Contractor's file.

Key Component #4: Contractor provides access to a continuum of alcohol, drug, and other related treatment and rehabilitation services.

4-1: CST Program participants shall be required to participate in a comprehensive and integrated program of alcohol, drug, and other related treatment and rehabilitation services and recovery services, based on individual participant need as approved by the Contractor.

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4-2: The primary goal of the CST Program shall be abstinence from alcohol, drugs, and other dangerous substances and developing a life of recovery, consistent with the judicial requirements of the Program and Wyo. Stat Ann. § 7-13-1603(b).

4-3: Contractor services shall be provided in a gender appropriate, culturally competent, and trauma informed manner.

4-4: A single State certified treatment agency shall provide the primary treatment services and should communicate with the treatment providers who work with participants from other agencies in order to assure participant needs are being appropriately addressed.

4-5: Contractor shall offer a comprehensive range of treatment and recovery services based on individual needs. The standards for the treatment program for a CST Program shall be in accordance with State statutes and the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section, which are incorporated into the Contract by this reference. Overall duration and amount of treatment and recovery services for participants shall be based on the individual's American Society of Addiction Medicine (ASAM) placement criteria and on the individual's risk and needs determined by validated standardized assessments.

4-6: Contractor shall offer to, or facilitate the referral of, a participant to the following treatment modalities and components, as needed:

- a. The modalities and components listed in the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section.
- b. Trauma informed care.
- c. Stable living: housing, education, and employment needs.
- d. Hepatitis, HIV, and sexually transmitted disease education, testing, and counseling.
- e. Treatment of mental illness.
- f. Criminal thinking programming.

4-7: The Contractor's treatment providers shall incorporate services and training consistent with the CST Program model and treatment best practices for all staff who work with CST participants.

4-8: When a Contractor has a waiting list, the Contractor shall implement treatment readiness programs for participants who are on the Program waiting list.

4-9: Contractor shall incorporate a court based phase or level system based upon risk and need levels. Individuals with different risk and need levels may attend the same group therapies but shall have differing supervision levels according to risk and need levels.

4-10: Contractor shall use standardized, manualized, behavioral or cognitive-behavioral, evidence-based treatment programming, implemented with fidelity, to ensure quality and effectiveness of services and to guide practice.

4-11: Participants shall not be incarcerated to achieve clinical or social service objectives. The Contractor's team shall only recommend incarceration consistent with Wyo. Stat. Ann. §7-13-1608(b).

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4-12: Advancement within, and graduation from, the CST Program shall be based upon the participant satisfying the established minimum criteria.

4-13: Successful discharge or termination from the CST Program shall occur with the final approval of the CST Program Judge, in collaboration with the Contractor's team, in accordance with Wyo. Stat. Ann. § 7-13-1608(c).

4-14: To ensure adequate client safety and care, the Contractor's treatment providers shall have a quality assurance program designed to evaluate the quality of care provided and promote efficient and effective services.

4-15: Contractor shall follow best practices regarding medication assisted treatment (MAT), including utilizing appropriately licensed medical professionals.

4-16 Participants shall attend self-help or peer support groups as indicated, based on treatment provider assessment and court approval.

4-17: Contractor's treatment providers shall comply with the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section and any other applicable state and federal laws and shall provide services in accordance with the established scope of services and standards of the CST Program.

4-18: Alcohol and drug testing of participants shall be conducted in accordance with Wyo. Stat. Ann. § 7-13-1612.

4-19: Contractor's treatment provider shall designate a staff member(s) who is licensed or certified through the Wyoming Mental Health Professionals Licensing Board and who shall be present at all CST Program sessions to report on participants' progress, compliance, etc. The staff member shall be adequately aware of the participants' status to report accurately to the CST Program Judge.

4-20: Contractor's treatment provider shall provide reports, as defined in a memorandum of understanding (MOU), contract, or internal policy, of participants' assessments, attendance at treatment sessions, progress reports, and discharge summaries.

Key Component #5: Abstinence is monitored by frequent alcohol and other-drug testing.

5-1: Results of drug testing shall be used by Contractor to determine:

- a. If a participant is progressing satisfactorily.
- b. If a case plan needs modifying.
- c. Appropriate incentives or sanctions.
- d. Appropriate treatment level of care.
- e. Therapeutic adjustments.
- f. Whether a participant should be terminated or graduated from the CST program.

5-2: Evidence of a drug test result should not be used as evidence of a new crime or as the sole basis for probation violations.

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5-3: Contractor shall adopt written policies and procedures documenting drug testing protocols and following the standards as described in these Guidelines and the included Appendix A.

5-4: Contractor shall implement a standardized system in which participants will participate in drug testing. Testing shall be administered randomly and unpredictably in accordance with Wyo. Stat. Ann. § 7-13-1612. Testing shall occur on weekdays, weekends, and holidays. As treatment dosage and supervision is reduced, drug testing shall be maintained until the participant has shown significant progress in meeting target behaviors including relapse prevention skills.

5-5: Contractor shall utilize urinalysis as the primary method of drug testing; a variety of alternative methods may be used to supplement urinalysis including breath, blood, hair, and saliva testing, patch, and electronic monitoring. Contractor shall use scientifically valid and reliable testing procedures.

5-6: All urine test samples shall be examined for dilution and adulteration. In the event the participant provides a diluted, altered, or positive sample, or fails to submit a sample, this information shall be communicated with the Contractor's team immediately and shall be responded to as a participant falsehood or tampering with evidence.

Key Component #6: A coordinated strategy governs Contractor's response to participants' compliance.

6-1: Contractor shall have a formal system of responses to participant behavior—including therapeutic adjustments, incentives, and sanctions—established in writing and included in the Contractor's policy and procedure manual in accordance with the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section. The Contractor shall provide these Guidelines to team members for use in pre-court staff meetings.

6-2: A therapeutic adjustment means an adjustment to a treatment plan where participants are compliant with treatment and supervision requirements, but are otherwise not responding to treatment interventions. In this case, the participant shall be reassessed and the treatment plan adjusted accordingly. Only the treatment provider may recommend specific therapeutic adjustments to the judge. The CST Program Judge shall make the final decision regarding the incentive, sanction, or therapeutic adjustment.

6-3: Phase promotion shall be predicated on the achievement of realistic and defined behavioral objectives, such as completing a treatment regimen and remaining drug and alcohol-abstinent for a specific period of time. Incentives and sanctions may change over time as participants advance through the phases of the Program. It is best practice to use a number of incentives equal to or greater than the number of sanctions.

6-4: Before entering the CST Program, participants shall be informed in writing and verbally about the types of incentives and sanctions used in the CST Program and the types of behaviors that result in a range of incentives, sanctions, and therapeutic adjustments. Participants shall not be provided with a "grid" that specifies a particular response for each type of behavior.

6-5: The formal system of responses to participant behavior shall be organized on a gradually escalating scale, offering a range of options, applied in a consistent and appropriate manner to match individual participant conduct, level of compliance, and risk and need level. The

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Contractor's team should consider proximal and distal goals in determining the appropriate response to participant behavior.

6-6: Incentives, sanctions, and therapeutic adjustments shall be tailored to the individual participant by obtaining information about the participant during the assessment process, through conversations in pre-court staff meetings, and with the participant in court and case management meetings.

6-7: Information regarding incidents of participant noncompliance shall be communicated as soon as possible, including between court staffings, to all members of the Contractor's team to coordinate an appropriate response to the noncompliance incident.

6-8: Responses to participant noncompliance shall come as close in time as possible to the targeted behavior.

6-9: Responses to behavior shall be certain, fair, and of the appropriate intensity. All responses shall focus on specific behaviors and be administered with a clear direction for the desired behavior change.

6-10: Consequences shall be imposed for the nonmedical use of intoxicating or addictive substances including alcohol, cannabis, prescription medications, and any other mood altering substance, regardless of the licit or illicit status of the substance. The Contractor's team relies on medical input, preferably from the participant's healthcare provider, to determine whether a prescription for an addictive or intoxicating substance is a medical necessity and whether non-addictive, non-intoxicating, and medically safe alternative treatments are available.

6-11: Therapeutic adjustments may be used when a participant is not responding to treatment interventions but is otherwise in compliance with CST Program requirements. Participants may be terminated from the CST Program in accordance with Wyo. Stat. Ann. § 7-13-1608(b) and(c). If a participant is terminated from the CST Program because adequate treatment is not available, that information shall be provided to the sentencing judge upon remand.

6-12: Sanctions shall be implemented in a way for the participant to understand the consequence of noncompliance with the Contractor's rules without being viewed simply as punitive. Participants shall be informed of the behavior expected of them and shall be offered help to meet those expectations. Sanctions are delivered without expression of anger, ridicule, foul or abusive language, or shame.

6-13: The Contractor's team shall come to a mutual agreement on incentives, sanctions, and therapeutic adjustments to prevent conflict between team members. Staff meetings can help coordinate on the appropriateness of a sanction based on proximal and distal considerations.

6-14: Contractor may assess fees on a flat fee or sliding scale basis. Participants are encouraged to have paid all required program fees prior to graduation. Contractor must work with each participant to establish a payment plan and monitor payment progress to ensure lack of payment does not become a barrier to phase advancement or graduation.

6-15: Contractor shall assess, collect, and expend Program fees consistent with Wyo. Stat. Ann. §7-13-1605 (c) (ii) and the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section. Fees may be expended to offset the costs of the CST Program.

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6-16: Contractor must have a process to address inability to pay for participants to ensure equal access based upon socioeconomic status.

6-17: Contractor must use jail sanctions sparingly and with the intention of modifying participant behavior in a positive manner. Contractor shall follow state statutes governing the use of jail sanctions when using jail as a sanction in accordance with Wyo. Stat. Ann. §7-13-1608(b) and (c).

6-18: To graduate, participants must have steady employment, be enrolled in school, college, trade school, or engaged in some qualifying productive activity approved by the Contractor's team.

6-19: To graduate, participants must have a sober and sustainable housing environment that is conducive to recovery.

Key Component #7: Ongoing judicial interaction with each CST Program participant is essential.

7-1: The focus and direction of the CST Program are provided through effective leadership of CST Program Judge, in partnership with the Contractor's team. The Judge is in a unique position to exert effective leadership in the promotion of coordinated drug control efforts. To encourage full commitment to the success of the CST Program, the Judge shall allow the Contractor's team to participate fully in the design and implementation of the CST Program. The Judge shall maintain a non-adversarial atmosphere in the CST Program. All staff must see their job as the facilitation of the participant's rehabilitation. The Judge is one of the key motivational factors for the participant to seek habilitation or rehabilitation. Less formal and more frequent court appearances must be scheduled to allow the Judge to motivate and monitor the participants.

7-2: The referring judge can also serve as the CST Program Judge; it is not a conflict of interest in accordance with Wyo. Stat. Ann. § 7-13-1604(b). The CST Program Judge can be either the sitting judge from a traditional court or a magistrate.

7-3: The CST Program Judge and the Contractor's team should serve as supporters of the CST Program. They represent the CST Program in the community, before the federal, state, and local governments, criminal justice agencies, tribal entities, and other public forums.

7-4: The CST Program Judge should serve a term of at least two (2) years. Consistency of the Judge for participants correlates with better outcomes. Rotating or alternating judges should be avoided. The Contractor's team should include one primary judge and a second judge trained in the CST Program philosophy and protocols to cover any status hearings during the absence of the primary judge. It is recommended the second judge rotate through the CST Program for a term of at least two (2) years to ensure better outcomes.

7-5: The CST Program Judge shall be knowledgeable on the CST Program model, substance use disorders, treatment methods, recovery best practices, substance screening, trauma, and other related issues.

7-6: The CST Program Judge offers supportive comments to participants, stresses the importance of their commitment to treatment, other CST Program requirements, and expresses optimism about the participants' abilities to improve their health and behavior. The Judge shall not humiliate participants or subject them to foul or abusive language. The Judge allows participants a reasonable opportunity to explain their perspectives concerning factual controversies and the imposition of sanctions, incentives, and therapeutic adjustments.

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7-7: The CST Program Judge shall conduct court in a way that all participants benefit by observation of others as they progress or fail to progress in the CST Program.

7-8: The CST Program Judge makes final decisions concerning the imposition of incentives or sanctions that affect a participant's legal status or liberty after taking into consideration the input of the Contractor's team members and discussing the matter in court with the participant or the participant's legal representative in accordance with Wyo. Stat. Ann. § 7-13-1609. The Judge relies on the input of trained treatment professionals when imposing treatment-related conditions.

7-9: A regular schedule of status hearings shall be used to monitor participant progress. Participants shall attend weekly, or every other week, status hearings while in the first phase of the CST Program, depending on the participant's risk and need. This schedule may continue through additional phases. Frequency of status hearings may vary based on participant needs and program policies.

7-10: At status hearings, the CST Program Judge shall speak with each participant individually.

7-11: The CST Program Judge shall strive to spend at least three (3) minutes with each participant during status hearings.

Key Component #8: Monitoring and evaluation measure the achievement of program goals and gauge effectiveness.

8-1: Data needed for CST Program monitoring and management shall be kept in a state-wide electronic data system designated by the Agency, easily obtainable and maintained in useful formats for regular review by the Contractor's teams and management. Information and data collected in the automated database shall contain a required set of data elements. These data elements are listed in Wyo. Stat. Ann. §7-13-1613 and Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section.

8-2: Contractor shall use an electronic database specified by the Agency for collection of participant demographic and program activity data. The Contractor is responsible for collecting all information necessary to calculate the approved performance measures and to report as much information available about participants, as identified in the electronic database.

8-3: Contractor's staff members should record information concerning the provision of services and in-program outcomes within seventy-two (72) hours of the respective events.

Key Component #9: Continuing interdisciplinary education promotes effective CST Program planning, implementation, and operations.

9-1: Contractor shall provide orientation and training for their staff and team members including those employed by participating agencies and the Contractor shall act as soon as practicable to provide appropriate training for new staff and team members. Budgets should include funding for training of Contractor team members.

9-2: Contractor shall address staff training requirements and continuing education in their policy and procedures manual. Recommended training shall align with state and national standards and practices endorsed by the National Association of Drug Court Professionals (NADCP) and its divisions (National Drug Court Institute, National Center for DWI Courts, and Justice for Vets).

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Treatment practices must be evidence-based practices endorsed by, the Substance Abuse and Mental Health Services Administration, or culturally based practices deemed effective and appropriate.

- a. Training not provided by the NADCP, or its divisions, or the Agency must be submitted to the Agency for approval as accepted CST Program-specific curriculum at least fourteen (14) days prior to the training event.
- b. All probation and surveillance officers shall complete an approved training program before conducting field work in a home or bar check situation. A probation or surveillance officer who has not yet been trained may accompany a trained officer for such activities, but must complete the training within six (6) months of initial hire.

9-3: Contractor's staff shall be educated across disciplines for professional development, cultural responsiveness, and team building. Training and education should include topics such as the CST Program model, best practices, substance use disorder, drug, alcohol, and mental health treatment, co-occurring disorders, sanctions and incentives, drug testing standards and protocols, confidentiality and ethics, recognizing implicit cultural biases and correcting disparate impacts for members of historically disadvantaged groups, and proficiency in dealing with participants' race, culture, ethnicity, gender and sexual orientation, and trauma.

9-4: Contractor's team should attend training conferences yearly or every other year as provided by state or national CST Program organizations.

9-5: The Contractor's new team members shall receive forty (40) hours of CST Program-specific or Agency approved formal orientation and training administered and provided by previously trained team members within six (6) months of joining the team. Formal training can include online webinars, CST Program trainings, and conferences.

- a. If the Contractor's treatment providers, other than the treatment provider representative on the team, provide direct services to CST Program participants, they must also have forty (40) hours of training, as described above, within six (6) months of initial provision of services.
- b. All Contractor team members and individual treatment providers who provide services for CST Program participants must complete six (6) hours of CST Program-specific training each subsequent year. Training hours in excess of the annual six (6) hours may be carried over for up to one (1) year, subject to Agency approval.
- c. Training that qualifies to meet the requirements above may include CST Program specific courses and seminars provided by the U. S. Department of Justice, the NADCP and its divisions, the National Drug Court Resource Center, Treatment Court Online, any state drug court association recognized by the Agency, or the Agency. In order to receive credit for training sponsored by any other person or entity, the applicant must first receive the written approval of the Agency. To request approval of the course or seminar, the applicant must first submit a written request together with a detailed summary of the training and course outline at least fourteen (14) days prior to the training.

9-6: The CST Program Judge receives specialized training in legal and constitutional issues, judicial ethics, behavior modification, and community supervision.

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Key Component #10: Forging partnerships among CST Programs, public agencies, and community-based organizations generates local support and enhances CST Program effectiveness.

10-1: Contractor shall utilize other community-based services and treatment providers that may be able to augment CST Program services including, but not limited to, private and public social service agencies, law enforcement, health providers, business community, faith community, media, consumer-run recovery organizations, and other entities which may help the CST Program meet its mission.

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Appendix A: Drug Testing Protocols

A-1: Contractor shall adopt written policies and procedures that document its drug testing protocols. The Contractor's drug testing policies and procedures shall address, at a minimum, these topics:

- a. The types of drug testing to be performed.
- b. Drug testing frequency, including description of random drug-test component.
- c. What, if any, steps will be taken in handling disputed results.
- d. If the Contractor's drug testing procedures necessitate preservation of the drug testing samples, the Contractor's policies shall document the steps necessary to maintain proper chain of custody of test specimens and results.
- e. Descriptions of what will be considered a "positive" test result.

A-2: Each CST program shall document its urinalysis (UA) collection protocols following these guidelines:

- a. All urine collection shall be observed except as described in Subsection C.
- b. Collectors must have an unobstructed view of the specimen flow and must be of the same gender as the participant providing the specimen (no exceptions); trans-gender or trans-sexual participants should be given the opportunity to choose the gender of the official collecting the samples.
- c. Take unobserved specimens only when the participant and the collector are not of the same gender or it is virtually impossible to collect an observed specimen (i.e., where circumstances beyond the control of the collector preclude the collection of an observed specimen).
 1. In the rare case of unobserved urine specimens, procedures must be documented that would minimize ability of the participant to adulterate the specimen, and call the participant to be tested again under observation within twenty-four (24) hours.
- d. The Contractor's collectors shall be trained in collection, testing, and chain of custody procedures if appropriate for their CST Program.
- e. Training, staffing levels, and testing location must minimize risk of sexual or physical harassment between collector and participant. Training shall include the following topics:
 1. Maintain a clinical, professional demeanor that is detached and impersonal.
 2. Conduct the testing the same way every time for every participant.
 3. Remember that some participants have been through trauma.
 4. Participants may accuse the collector of mistreatment.
 5. Always ask questions to give the participant an opportunity to admit use.

Practice 1: When the Contractor's staffing resources make it difficult to collect urine specimens observed by a collector of the same gender as the participant, the Contractor shall explore the possibility of collaborating with other community resources, such as county compliance programs

Attachment C
Court Supervised Treatment Guidelines

or local law enforcement. Testing can also be scheduled in such a way to ensure that appropriate staff are available for the participants who require testing.

Appendix B: Fees

B-1: Fees, in addition to CST Program fees, participants can be charged for services, such as these:

- a. Treatment costs.
- b. Drug and alcohol testing.
- c. Monitoring and compliance services and equipment.
- d. Psychological screening and assessments.
- e. Medical screening and assessments.
- f. Assistance with transportation costs to the CST Program.
- g. Interpreter's fees.
- h. Temporary housing assistance.

ATTACHMENT D
BUSINESS ASSOCIATE AGREEMENT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION AND
BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR
THE CAMPBELL COUNTY ADULT TREATMENT COURTS

- 1. Purpose.** The Parties to this Contract agree that Contractor, Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment Courts, is a Business Associate of the Wyoming Department of Health, Behavioral 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. §§ 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 substance use disorder treatment services, as a sentencing alternative, in accordance with the Court Supervised Treatment Programs Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, CFR 42, and Agency policies and procedures 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.

ATTACHMENT D
BUSINESS ASSOCIATE AGREEMENT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION (AGENCY)
AND BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR THE CAMPBELL
COUNTY ADULT TREATMENT COURTS (BUSINESS ASSOCIATE)

- 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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Attachment E
Data Management Plan

In accordance with Wyo. Stat. § 7-13-1603, monitoring of services provided to drug court participants is a critical component in ensuring Programs strive for participant retention, sobriety, and the reduction of recidivism by participants. Program monitoring and evaluation is a priority within the Court Supervised Treatment (CST) Program to ensure Program effectiveness. Data quality is a key component of Program monitoring and evaluation. This Data Management Plan supports the administration of data quality for overall program accountability. **This Plan is a developing unit of work based on priorities established by the Wyoming Department of Health, Behavioral Health Division (Agency), Mental Health and Substance Abuse Services Section as directed to the Court Supervised Program Manager.**

Acronyms/Definitions:

BHD:	Behavioral Health Division
COB:	Close of Business
CST:	Court Supervised Treatment
CaseWorx:	The current Agency designated Court Supervised Treatment Data System
Participant:	Means a substance use disorder offender or any other person as provided in Title 14 of the Wyoming Statutes who has been referred to and accepted into a program;
Program:	Means a local court supervised treatment program that complies with rules and regulations adopted by the Agency
Recidivism:	Means any subsequent arrest after Program entry or for three (3) years post-Program
Retention:	Means the successful completion of the Program by Program participants
Sobriety:	Means the condition of abstaining from substances

Data Deliverables:

The below table demonstrates the Contract deliverables due that have not been detailed in other areas of the Contract.

*** indicate State required field upon available information**

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
1	Completeness	Submission of required data fields shall have no more than ten percent (10%) of data listed as “missing” or “unknown”	By COB on the fifteenth (15th) day of the month for the previous month of services	Google: A Google form will be provided by the Agency no later than August 15, 2021 that the Contractor shall complete each month by the required due date listed below	A report will be provided by the Agency that indicates the data that is missing or listed as unknown by category. The data will be compiled by the Agency from CaseWorx

Attachment E
Data Management Plan

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
2	Completeness /Timeliness	Submission of the minimum data set for participant demographic information	By COB on the fourteenth (14th) day after initial contact with perspective participant	CaseWorx: to include at a minimum ● Date of birth ● Social Security Number ● Gender ● Race ● Ethnicity ● Marital status ● Criminal history ● Employment ● Education ● Income resources ○ Primary source of income ○ Chronic unemployment ○ Annual income level ○ Income level date ○ Income level poverty ● Substance abuse history ○ Substance of choice ○ Prior treatment	Internal Query: Participant Information Report

Attachment E
Data Management Plan

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
3	Completeness /Timeliness	Submission of the full data set for participant demographic information	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: to include at a minimum ● Child custody and support obligations* ● Drug-free babies*	Site Review/Desk Audit: Spot Check
4	Completeness /Timeliness	All incidents of recidivism are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: to include at a minimum ● Offense date* ● Charge* ● Arrested* ● Arrest date* ● Conviction date*	Internal Query: Recidivism Report
5	Completeness /Timeliness	All incidents of sobriety are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: to include at a minimum ● Date ● Time ● Visit minutes ● Performed by	Internal Query: Sobriety Report
6	Completeness/ Timeliness	Participant's movement within the Program is entered	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: to include at a minimum ● Date initiated ● Action ● Reason	Internal Query

Attachment E
Data Management Plan

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
7	Completeness/ Timeliness	All group treatment sessions are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: to include at a minimum ● Session date ● Session type ● Performed by ● Status ● Treatment type ● Treatment time minutes Evidence-based	Internal Query
8	Completeness/ Timeliness	All individual treatment sessions are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: to include at a minimum ● Date ● Session type ● Performed by ● Attended ● Treatment/ancillary ● Session time	Internal Query
9	Completeness/ Timeliness	All supervision contacts are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	Caseworx: to include at a minimum ● Visit date ● Visit type ● Performed by ● Visit minutes	Internal Query
10	Completeness/ Timeliness	All drug tests are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: to include at a minimum ● Drug screen date ● Type ● Performed by ● Method ● Test type ● Overall result ● Observed	Internal Query

Attachment E
Data Management Plan

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
11	Accuracy	Increments of time shall not be entered as zero (0)	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: number of minutes	Internal Query
12	Accuracy	Monthly reconciliation of all submitted data	By COB on the fifteenth (15th) day of the month following receipt of report (For Example, for July data it must be entered by August 15, 2021. Contractors to receive a reconciliation report by August 30, 2021 and reconciliation must be completed by September 15, 2021)	Google: A Google form will be provided by the Agency no later than August 15, 2021 that the Contractor shall complete by the required due date each month	A report will be provided by the Agency for data reconciliation on the last working day of the month. The report will contain data on participants served, demographics, participants screened, drug tests administered, treatment, ancillary services, supervision, recidivism, and drug-free babies. The data will be compiled by the Agency from CaseWorx
13	Verification	Data must be reconciled and confirmed as complete	By COB on the fifteenth (15th) day of the month following receipt of report	Google: A Google form will be provided by the Agency no later than August 15, 2021 that the Contractor shall complete by the required due date each month	Agency will confirm Google form has been completed each month

*** indicate State required field upon available information**

Accuracy:

Data shall be entered accurately to reflect actual information and not as a placeholder for required fields. Data will be reviewed by the Agency via internal query on the last business day of each month, beginning August 31, 2021 throughout the Contract term.

Attachment E
Data Management Plan

Completeness:

Data for the above requirements shall be entered in the system in their entirety. The Contractor's receipt of payment is dependent upon timely and complete submission of data. Data will be reviewed on the first business day of each month, beginning August 1, 2021 throughout the Contract term.

Timeliness:

Data for each month is not due until its specified due date; however, it is highly recommended that data is submitted as early as possible to ensure accurate and complete data. The Contractor's receipt of payment is dependent upon timely and complete submission of data. Data will be reviewed on the first business day of each month, beginning August 1, 2021 throughout the Contract term.

The following page(s) contain the backup material for Agenda Item: [10:00 Service Provider Agreement, Adult Treatment Courts](#)

*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

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: Service Provider Agreement- Adult Treatment Courts

DATE: 05/25/2021

Attached you will find the Campbell County Adult Treatment Court Program Service Provider Agreement. This agreement is to set forth the terms of the Counseling provider for the Adult Treatment Courts. HR/RISK and County Attorney have reviewed this document and requested no revisions.

A representative from Adult Treatment Courts will be presenting this contract.

Thank you!

CAMPBELL COUNTY ADULT TREATMENT COURT PROGRAM SERVICE PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into between the Campbell County Adult Treatment Court Treatment Program, 500 South Gillette Avenue, Suite 2500, Gillette, Wyoming 82716 (Program), by and through the Board of Campbell County Commissioners and Step Stone Counseling LLC, 306 South Gillette Ave Suite B Gillette, Wyoming 82716 (Provider).

IN CONSIDERATION of the mutual covenants and obligations expressed herein, it is agreed by and between the parties as follows:

1. This agreement shall apply to services rendered to Program clients on or after July 1, 2021 and shall remain in full force and effect for services rendered through June 30, 2023.
2. Provider shall engage in the services of being a treatment provider, including assessment/evaluation and treatment for the Program. Provider agrees to provide services in accordance with this agreement and the agreement between Campbell County, Wyoming and the Wyoming Department of Health which by this reference is incorporated herein. Specifically, but without limitation, Provider agrees to comply with State of Wyoming certification requirements and/or accreditation guidelines set forth by the Department of Health, Substance Abuse Division. Further, Provider agrees to follow the provisions contained in the rules and regulations for the State funding and certification of Court Supervised Treatment Programs and the rules and regulations for provision of substance abuse services to the criminal justice population.
 - a. All treatment will be accomplished at Provider's facilities unless the client is incarcerated in which case Provider agrees to provide services at the detention facility.
 - b. In addition to providing treatment services, Provider shall attend staffing meetings and Court as may be necessary.
3. Provider agrees to maintain all necessary licenses, accreditations and certifications required to perform the services under this Agreement in accordance the Wyoming Mental Health Professions Licensing Board's Rules and Regulations and to submit proof to the Program upon request.
4. The Program shall pay the Provider at the rates established in the attached Exhibit I which by this reference is incorporated herein. In the event any Program client needs treatment services above and beyond those contemplated by this agreement, those treatment services shall be the responsibility of the Program client and shall be separately negotiated between the Provider and the client.
5. Provider shall bill monthly for services provided under this agreement by a properly executed voucher presented to the Adult Treatment Coordinator for review prior to approval and payment. Provider shall attempt to recover all costs of treatment for services rendered under this agreement from public and private health insurance and from government benefit programs prior to seeking payment from the Program. All costs recovered from such sources shall be credited against compensation owed to the Provider under this agreement and shall be shown in the monthly invoice. Program shall pay timely vouchers supported by adequate documentation within forty-five (45) days of receipt of the voucher.
6. Provider will adhere to the treatment schedule as mutually agreed to by the Provider and the Adult Treatment Court Coordinator, with full hours of treatment provided, unless an

emergency arises. The appropriate treatment modality is at the discretion of Provider, but must be in compliance with the standards established by the Wyoming Department of Health for substance abuse treatment and individual counseling.

a. Attached as Exhibit 2 (DWI Court) and Exhibit 3 (Felony Treatment Court) are the basic requirements of the Program treatment plan which by this reference is incorporated herein.

7. When possible, Program shall provide training opportunities to Provider, if the Program budget allows.
8. Provider shall be responsible for purchasing treatment materials and other expenses necessary to perform the services required under the terms of this Agreement with the exception of Program client supplies as follows: AA books, Twelve Steps and Twelve Tradition books, NA books and binders for Phase I clients. Otherwise, Program's sole financial obligation to Provider is as set forth in paragraph four (4) above.
9. Provider shall complete the assessment/screenings for Program clients within five (5) working days of notification by Adult Treatment Court staff of a client's acceptance into the Program. Provider shall submit written weekly reports outlining the individual, family and group sessions held that month, status/progress in treatment, and attendance for each Program client and supply all data required by the Substance Abuse Division for the State of Wyoming in the FIVE POINT/CASEWORX System.
10. Provider shall prepare an individual treatment plan for each Program client with each plan being subject to modification as needed. A copy of all treatment plans, original and amended, shall be submitted to the Adult Treatment Court Coordinator within five (5) business days. Treatment identified in the treatment plan must commence no later than ten (10) days from the date of acceptance into the Program unless approved by the Adult Treatment Court Coordinator. Provider shall promptly refer Program clients to an outside mental health provider for mental health services at the direction of the Treatment Team or if Provider deems it necessary. If such a referral is made, Provider shall maintain regular contact with the outside mental health service provider to facilitate treatment coordination.
11. Provider shall provide to the Adult Treatment Court Coordinator the Continuing Care Plan prior to the Program client's scheduled Adult Treatment Court graduation date.
12. Provider shall also be responsible for providing timely mental health and substance abuse assessments for all current or potential Program clients utilizing the Wyoming Department of Health approved assessment instruments. Assessments will be conducted on a case by case basis when warranted by the ASI/ASAM testing, and approved by the Treatment Team. The mental health and substance abuse assessments and reports shall be submitted to the Treatment Team for review prior to admission into the Program. It is agreed and understood that an ASI/ASAM is required to be administered and interpreted by an ASI/ASAM certified counselor by the State of Wyoming. Provider represents that any treatment providers used to comply with this Agreement will be certified.
13. To the fullest extent permitted by law, Provider agrees to indemnify, defend, and hold harmless the Treatment Court Team (consisting of prosecuting and defense attorneys, the judge, staff, probation and parole officers, and law enforcement officers), Campbell County, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with this Agreement except to the extent liability is caused by the sole negligence or willful misconduct of the Program, Treatment Team or Campbell County.

14. Provider shall maintain liability insurance for the term of this Agreement sufficient to cover its obligations under this Agreement and provide Program with proof of such insurance upon execution of this Agreement and as requested by the Program. Provider acknowledges its understanding of this paragraph and realizes a potential financial obligation to Program in the event of litigation.
15. Program and Provider shall treat as confidential and not disclose to others, information (including technical information, experience, or data) regarding either parties' plans or programs which come within the knowledge of the parties, without in each instance, securing the prior written consent of the other party, unless such disclosure is required by law or legal process. Nothing shall prevent, however, either Provider or Program from disclosing to others or using any manner, information which either party may show (a) has been published or has become part of the public domain by acts of Provider or Program; (b) has been furnished or made known to Provider or Program by third parties without restrictions on its disclosure; or (c) was in either parties' possession prior to the disclosure thereof by Program or Provider to each other. Further, Provider shall maintain and restrict disclosure of records regarding Program clients in accordance with all state, local and federal laws. In order to ensure compliance with the confidentiality provisions of this Agreement, Provider shall have all treatment providers it utilizes to fulfill the terms of this Agreement complete and execute a statement reflecting the forgoing confidentiality requirements. This paragraph shall not apply to documents required to be disclosed under applicable public records laws.
16. General provisions:
 - a. The services to be performed by Provider are those of an independent contractor and not as an employee of Program or Campbell County. Provider agrees to assume responsibility, as applicable, for payment of all federal, state and local taxes or contributions imposed or required under employment insurance, social security, income tax and worker's compensation with respect to performance of this Agreement.
 - b. Program and Provider are independent entities and their employees and volunteers are not to be considered agents or employees of the other.
 - c. This Agreement with all attachments and the referenced contract between Campbell County and the Wyoming Department of Health represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representatives and agreements, whether written or oral.
 - d. Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.
 - e. This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
 - f. The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the Program is advised of any such actual and or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties to this Agreement that any provision herein may be severed from the Agreement as a whole.
 - g. If any dispute arises between the parties, any suit or proceeding at law, or in equity, shall be brought in the District Court of the State of Wyoming, Sixth Judicial District, sitting in Gillette, Wyoming. The parties agree that if either party brings suit in any

other court than the above named, the parties shall cooperate fully in the removal, transfer or dismissal, as necessary, of any such proceeding to the end no suit concerning this Agreement shall lie, except in the aforementioned court. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Provider and to Program executing this Agreement. Nothing in this provision is intended, nor shall it be construed as to waive Program's sovereign immunity in any way.

- h. The parties agree that Campbell County and the Treatment Court Team shall have sole discretion on whether or not Provider is providing the services as required pursuant to this Agreement. The Treatment Team will give notice of non-compliance in writing and this contract may be terminated ten (10) days after the mailing of the notice to Provider, if the Treatment Team so elects. Provider will have ten (10) days to turn over all documents, work product and any and all other necessary documents to the new service provider upon request by the Treatment Team, either verbally or in writing. Provider shall have twenty (20) days from the initial mailing of the notice of non-compliance to submit final vouchers for services rendered to the Program participants and the Program. The Treatment Team and Provider will make every effort to resolve issues of non-compliance prior to termination of the contract. In the event they cannot be resolved, the Treatment Team shall follow the procedures outlined above.
- i. Provider certifies and warrants no gratuities, kick-backs, 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.
- j. All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.
- k. All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. §12101, et seq., and/or any properly promulgated rules and regulations relating thereto, and each party further agrees to indemnify, release, save and hold harmless the other and their officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing this Agreement to comply with requirements, responsibilities and/or duties as such are set forth in the Americans with Disabilities Act and/or properly promulgated rules and regulations related thereto.
- l. Campbell County and Program do not waive their Governmental Immunity, as provided by any applicable law including W.S. §1-39-101 et seq., by entering into this Agreement. Further, Campbell County and Program fully retains all immunities and defenses as provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
- m. Campbell County, Program and Provider affirm, to their knowledge, that Provider does not have any personal beneficial interest whatsoever in the Agreement described herein. Provider agrees to not engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.
- n. Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of the party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe

weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of the party.

- o. The parties do not intend to create in another 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 parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring action for breach of this Agreement. This provision is not intended to waive Program's sovereign immunity in any way and shall not be construed to waive Program's sovereign immunity in any way.
- p. Campbell County's and the Program's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services provided by Provider, this Agreement may be terminated by Program at the end of the period for which funds are available. Program shall notify Provider at the earliest possible time, of the services which will or may be affected by a shortage of funds. No penalty shall accrue to Program in the event this provision is exercised, and Program shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit Program to terminate this Agreement to acquire similar services from another party.
- q. All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered to the party. A party may change its address for notice hereunder by giving written notice to the other party.
- r. Either party may terminate this agreement upon a 90-day written notice.

BOARD OF COUNTY COMMISSIONERS

STEP STONE COUNSELING, LLC

By: _____
Robert Maul, Chairman

By: _____
Lori Dougherty

Dated: _____

Dated: _____

COST OF SERVICES

SERVICE	DESCRIPTION	COST
Screening and Assessment	ASI/Mental Health evaluation flat rate per client	\$125.00
Client Intake	Billed to CCATC flat rate per client	\$75.00
Group Treatment	Billed to CCATC per hour/per client	\$15.00
Individual Therapy	Billed to CCATC per hour/per client	\$75.00
Family Programming	Billed to CCATC per hour/per client	\$40.00
Couple/Family Therapy	Billed to CCATC per hour/per client	\$75.00
Case Management by Therapist	Billed to CCATC per 15-minute unit/per client	\$15.00
Case Management by Peer Specialist	Billed to CCATC per 15-minute unit/per client	\$15.00
Staffing and Court	Billed to CCATC per hour	\$65.00
Individual Therapy no call/ no show fee	Paid by individual participant flat fee per missed appointment	\$25.00

SSC agrees to: Bill Private insurance for treatment cost and report that billing and payment to the CCATC office and identify insurance payments received on each monthly invoice. CCATC shall pay for services not covered by insurance NOT to exceed agreed upon cost of services per this agreement.

Step Stone Counseling, LLC
Treatment Court Program/DWI Court

Campbell County Adult Treatment Court – DWI Program

Treatment Schedule

Intensive Outpatient Programming (IOP): *Minimum of eight weeks*

- Group programming on Monday, Tuesday, and Thursday from 5:30 p.m. – 8:30 p.m.
- Minimum of two individual counseling sessions per month on a biweekly basis. *You will be responsible for scheduling your own appointment.*
- Schedule your treatment plan review to be completed by the end of your first week of Recovery Maintenance.

Recovery Maintenance: *Minimum of eight weeks*

- Group programming on Monday and Thursday from 5:30 p.m. – 8:30 p.m.
- Minimum of two individual counseling sessions per month on a biweekly basis.
- Schedule your treatment plan review to be completed by the end of your first week of Aftercare.

Aftercare: *Minimum of eight weeks*

- Group Programming on Tuesdays from 5:30 p.m. – 7:30 p.m.
- Minimum of one individual counseling session per month.
- If informed, participate in family programming.
- Schedule your treatment plan review to be completed by the end of your first week of Continuing Care.

Continuing Care, Phase I: *Minimum of eight weeks, Maximum of 12 weeks*

- Group Programming on the first and third Tuesday from 5:30 – 7:30 p.m.
- Minimum of one individual counseling session per month.
- If informed, participate in family programming.
- Schedule your treatment plan review to be completed by the end of your first week of the second phase of Continuing Care.

Continuing Care, Phase II: *Through Completion of Adult Treatment Court*

- Group programming on the first Tuesday from 5:30 – 7:30 p.m.
- Minimum of one individual counseling session per month.
- Complete discharge plan two months prior to program completion
- Complete a continuing care plan one month prior to program completion to focus on ongoing care management.

Step Stone Counseling, LLC
Treatment Plan/Felony Treatment Court

EXHIBIT

3

Campbell County Adult Treatment Court – Felony Program

Treatment Schedule

Intensive Outpatient Programming (IOP): *Minimum of eight weeks*

- Group programming on Monday, Tuesday, and Thursday from 5:30 p.m. – 8:30 p.m.
- Minimum of two individual counseling sessions per month on a biweekly basis. *You will be responsible for scheduling your own appointment.*
- Schedule your treatment plan review to be completed by the end of your first week of Recovery Maintenance.

Recovery Maintenance: *Minimum of 10 weeks*

- Group programming on Monday and Thursday from 5:30 p.m. – 8:30 p.m.
- Minimum of two individual counseling sessions per month on a biweekly basis.
- Schedule your treatment plan review to be completed by the end of your first week of Aftercare.

Aftercare: *Minimum of 10 weeks*

- Group Programming on Tuesdays from 5:30 p.m. – 7:30 p.m.
- Minimum of one individual counseling session per month.
- If informed, participate in family programming.
- Schedule your treatment plan review to be completed by the end of your first week of Continuing Care.

Continuing Care, Phase I: *Minimum of eight weeks, Maximum of 12 weeks*

- Group Programming on the second and fourth Tuesday from 5:30 – 7:30 p.m.
- Minimum of one individual counseling session per month.
- If informed, participate in family programming.
- Schedule your treatment plan review to be completed by the end of your first week of the second phase of Continuing Care.

Continuing Care, Phase II: *Through Completion of Adult Treatment Court*

- Group programming on the third Tuesday from 5:30 – 7:30 p.m.
- Minimum of one individual counseling session per month.
- Complete discharge plan two months prior to program completion
- Complete a continuing care plan one month prior to program completion to focus on ongoing care management.

The following page(s) contain the backup material for Agenda Item: [10:15 Service Provider Agreement, Adolescent Substance Abuse Treatment](#)

*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

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: CC Juvenile & Family Drug Court Adolescent Substance Use Treatment Service Provider Agreement.

DATE: 05/25/2021

Attached you will find the Campbell County Juvenile & Family Drug Court Adolescent Substance Use Treatment Service Provider Agreement. This agreement is to set forth the terms of the Adolescent Substance Use Treatment provider for the Juvenile & Family Drug Courts. HR/RISK and County Attorney have reviewed this document and requested no revisions.

A representative from Juvenile & Family Drug Courts will be presenting this contract.

Thank you!

**CAMPBELL COUNTY JUVENILE & FAMILY DRUG COURT
ADOLESCENT SUBSTANCE USE TREATMENT
SERVICE PROVIDER AGREEMENT
Campbell County Board of Commissioners/Youth Emergency Services, Inc.
Agreement No. 2021 – 2022**

THIS AGREEMENT is made and entered into between the Campbell County Juvenile and Family Drug Court-Court Supervised Treatment Program, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716 (Program), by and through the Campbell County Board of Commissioners and Youth Emergency Services, Inc. 905 North Gurley Avenue, Gillette, Wyoming 82716 (Provider).

IN CONSIDERATION of the mutual covenants and obligations expressed herein, it is agreed by and between the parties hereto as follows:

1. This Agreement shall be deemed to have commenced on July 1, 2021, and shall remain in full force and effect until June 30, 2022.
2. Provider shall be the adolescent substance use treatment provider for Program. Provider agrees to provide services in accordance with this Agreement and its Proposal dated April 27, 2021, attached hereto and incorporated by this reference.
3. Provider shall bill monthly for services provided by a properly executed voucher presented to the Program Coordinator at 500 South Gillette Avenue, Suite B600, Gillette, Wyoming 82716, for review prior to approval and payment. Requests for payment shall not exceed the total sum of \$35,000.00 (unless otherwise approved by the Management Committee) during the entire term of this Agreement.
4. Provider shall attempt to recover all costs of treatment for services rendered under this Agreement from public and private health insurance and from government benefit Programs prior to seeking payment from the Program. Provider shall provide the Program Coordinator with a monthly accounting of all billings made to such sources for services provided to Program clients pursuant this Agreement. Any amounts recovered from such sources shall be credited against compensation owed to the Provider under this agreement and shall be shown on the monthly invoice.
5. To the fullest extent permitted by law, Provider agrees to indemnify and hold harmless the Program, Program Committee, Campbell County its elected and appointed officials, sponsors, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses, arising from or in connection with, this Agreement except to the extent liability is caused by the sole negligence or willful misconduct of the Program, Program Committee or Campbell County. Provider shall maintain Professional Liability or Errors and Omissions Liability insurance protecting against all claims arising from the Provider's alleged

or real professional errors, omissions, or mistakes in the performance of professional duties under this Agreement, with minimum limits of \$1,000,000.00 each occurrence and \$1,000,000.00 general aggregate. Provider acknowledges its understanding of this paragraph and realizes a potential financial obligation to the Program in the event of litigation.

6. Program and Provider shall treat as confidential and not disclose to others, information (including technical information, experience, or data) regarding either parties' plans or Programs which come within the knowledge of the parties, without in each instance, securing the prior written consent of the other party, unless such disclosure is required by law or legal process. Nothing contained herein shall prevent, either Provider or Program from disclosing to others or using any manner of information which either party may show: (a) has been published or has become part of the public domain by acts of Provider or Program; (b) has been furnished or made known to Provider or Program by third parties without restrictions on its disclosure; or (c) was in either parties' possession prior to the disclosure thereof by Program or Provider to each other. Further, Provider shall maintain and restrict disclosure of records regarding Program clients in accordance with all state, local and federal laws.

7. General provisions:

a. The services to be performed by Provider are those of an independent contractor and not as an employee of Program. Provider agrees to assume responsibility for payment of all applicable federal, state and local taxes or contributions imposed or required under employment insurance, social security, income tax and worker's compensation with respect to performance of this Agreement.

b. Program and Provider are independent entities and their employees and volunteers are not to be considered agents or employees of the other.

c. This Agreement and attached documents, including the Agreement between Campbell County and the Wyoming Department of Health represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

d. Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

e. This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

f. The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if Program is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of

the parties to this Agreement that any provision herein may be severed from the Agreement as a whole.

g. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, Sixth Judicial District, sitting in Gillette, Wyoming. The parties hereby waive any objection that a suit or proceeding brought in the foregoing forum is brought in an improper or inconvenient forum or otherwise should be heard in any other forum for any reason including, without limitation, insufficiency in the service of process. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Provider and to Program executing this Agreement. Nothing in this provision is intended nor shall it be construed as to waive Program's sovereign immunity in any way.

h. Program shall have the sole discretion on whether or not Provider is providing services as required pursuant to this Agreement. Program reserves the right to terminate the Agreement upon signs of repudiation by Provider that go to the essence of the Agreement. In the event Program believes Provider has or will breach its agreement, Program shall promptly notify Provider in writing of the alleged breach or possible repudiation. Provider shall have ten (10) days from the date of such notice within which to inform Program of its plan to cure the breach or repudiation but in no case shall Provider take more than thirty (30) days to cure the breach or repudiation unless agreed upon in writing by the parties. If the breach or repudiation is such that it renders performance of the Agreement impossible or impracticable then Program shall, at its option terminate the agreement upon ten (10) day written notice to the Provider. If Provider fails to cure the breach or repudiation within the time agreed upon the Agreement shall terminate immediately. In such event, all finished documents, data, models, and reports prepared under this Agreement shall become the property of Program upon payment for services rendered through the termination of the Agreement.

i. Provider certifies and warrants no gratuities, kick-backs, 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.

j. The parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

k. The parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto, and each party further agrees to indemnify, release, save and hold harmless the other and their officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing this Agreement to comply with the requirements, responsibilities and/or duties as such are set forth in the Americans with Disabilities Act and/or properly promulgated rules and regulations related thereto.

l. Program and Campbell County do not waive its Governmental Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, Program and Campbell County fully retain all immunities and defenses provided by law with regard to any action, whether in tort, agreement or any other theory of law, based on this Agreement.

m. Program and Provider affirm, to their knowledge, no Provider employee has any personal beneficial interest whatsoever in the Agreement described herein. No staff member of Provider, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

n. Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond its control, and without the fault or the negligence of the party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of the party.

o. 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 parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring action for breach of this Agreement. This provision is not intended to waive County's sovereign immunity in any way and shall not be construed to waive County's sovereign immunity in any way.

p. Program's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services provided by Provider, this Agreement may be terminated by Campbell County at the end of the period for which funds are available. Program shall notify Provider, at the earliest possible time, of the services which will or may be effected by a shortage of funds. No penalty shall accrue to Program in the event this provision is exercised, and Program shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit Program to terminate this Agreement to acquire similar services from another party.

q. All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed below or when personally delivered to the party. A party may change its address and/or the designated attention person for notice hereunder

by giving written notice to the other party.

Campbell County Juvenile and Family Drug Court

Attention: Jim Lyon, Jr.
200 South Gillette Ave., Suite B600
Gillette, WY 82716

Youth Emergency Services, Inc.

Attention: Sherilyn England
905 North Gurley Avenue
Gillette, WY 82716

r. Either party may terminate this agreement upon a sixty (60) day written notice provided to the other party.

CAMPBELL COUNTY BOARD OF COMMISSIONERS

BY: _____ Dated _____
Robert Maul, Chairman

YOUTH EMERGENCY SERVICES, INC

BY: Sherilyn England Dated 5/24/21
Sherilyn England, Executive Director

The following page(s) contain the backup material for Agenda Item: [10:20 Service Provider Agreement, Adult Substance Abuse Treatment](#)

*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
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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: CC Juvenile & Family Drug Court Adult Substance Abuse Treatment Service Provider Agreement.

DATE: 05/25/2021

Attached you will find the Campbell County Juvenile & Family Drug Court Adult Substance Abuse Treatment Service Provide Agreement. This agreement is to set forth the terms of the Substance Abuse Counseling provider for the Juvenile & Family Drug Courts. HR/RISK and County Attorney have reviewed this document and requested no revisions.

A representative from Juvenile & Family Drug Courts will be presenting this contract.

Thank you!

**CAMPBELL COUNTY JUVENILE & FAMILY DRUG COURT
ADULT SUBSTANCE USE TREATMENT
SERVICE PROVIDER AGREEMENT
Campbell County Board of Commissioners/ Step Stone Counseling, LLC
Agreement No. 2021 – 2022**

THIS AGREEMENT is made and entered into between the Campbell County Juvenile and Family Drug Court-Court Supervised Treatment Program, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716 (Program), by and through the Campbell County Board of Commissioners and Step Stone Counseling, LLC 306 South Gillette Avenue, Suite b Gillette, Wyoming 82716 (Provider).

IN CONSIDERATION of the mutual covenants and obligations expressed herein, it is agreed by and between the parties hereto as follows:

1. This Agreement shall be deemed to have commenced on July 1, 2021, and shall remain in full force and effect until June 30, 2022.
2. Provider shall be the primary adult substance use treatment provider for Program. Provider agrees to provide services in accordance with this Agreement and its Proposal dated April 27, 2021, attached hereto and incorporated by this reference.
3. Provider shall bill monthly for services provided by a properly executed voucher presented to the Program Coordinator at 500 South Gillette Avenue, Suite B600, Gillette, Wyoming 82716, for review prior to approval and payment. Requests for payment shall not exceed the total sum of \$35,265.95 (unless otherwise approved by the Management Committee) during the entire term of this Agreement.
4. Provider shall attempt to recover all costs of treatment for services rendered under this Agreement from public and private health insurance and from government benefit programs prior to seeking payment from the Program. Provider shall provide the Program Coordinator with a monthly accounting of all billings made to such sources for services provided to Program clients pursuant this Agreement. Any amounts recovered from such sources shall be credited against compensation owed to the Provider under this agreement and shall be shown on the monthly invoice.
5. To the fullest extent permitted by law, Provider agrees to indemnify and hold harmless the Program, Program Committee, Campbell County its elected and appointed officials, sponsors, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses, arising from or in connection with, this Agreement except to the extent liability is caused by the sole negligence or willful misconduct of the Program, Program Committee or Campbell County. Provider shall maintain Professional Liability or Errors and Omissions Liability insurance protecting against all claims arising from the Provider's alleged

or real professional errors, omissions, or mistakes in the performance of professional duties under this Agreement, with minimum limits of \$1,000,000.00 each occurrence and \$1,000,000.00 general aggregate. Provider acknowledges its understanding of this paragraph and realizes a potential financial obligation to the Program in the event of litigation.

6. Program and Provider shall treat as confidential and not disclose to others, information (including technical information, experience, or data) regarding either parties' plans or programs which come within the knowledge of the parties, without in each instance, securing the prior written consent of the other party, unless such disclosure is required by law or legal process. Nothing contained herein shall prevent, either Provider or Program from disclosing to others or using any manner of information which either party may show: (a) has been published or has become part of the public domain by acts of Provider or Program; (b) has been furnished or made known to Provider or Program by third parties without restrictions on its disclosure; or (c) was in either parties' possession prior to the disclosure thereof by Program or Provider to each other. Further, Provider shall maintain and restrict disclosure of records regarding Program clients in accordance with all state, local and federal laws.

7. General provisions:

a. The services to be performed by Provider are those of an independent contractor and not as an employee of Program. Provider agrees to assume responsibility for payment of all applicable federal, state and local taxes or contributions imposed or required under employment insurance, social security, income tax and worker's compensation with respect to performance of this Agreement.

b. Program and Provider are independent entities and their employees and volunteers are not to be considered agents or employees of the other.

c. This Agreement and attached documents, including the Agreement between Campbell County and the Wyoming Department of Health represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

d. Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

e. This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

f. The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if Program is advised of any such actual or potential invalidity or unenforceability, such holding or advice

shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties to this Agreement that any provision herein may be severed from the Agreement as a whole.

g. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, Sixth Judicial District, sitting in Gillette, Wyoming. The parties hereby waive any objection that a suit or proceeding brought in the foregoing forum is brought in an improper or inconvenient forum or otherwise should be heard in any other forum for any reason including, without limitation, insufficiency in the service of process. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Provider and to Program executing this Agreement. Nothing in this provision is intended nor shall it be construed as to waive Program's sovereign immunity in any way.

h. Program shall have the sole discretion on whether or not Provider is providing services as required pursuant to this Agreement. Program reserves the right to terminate the Agreement upon signs of repudiation by Provider that go to the essence of the Agreement. Provider specifically agrees that it will obtain CARF accreditation within the guidelines set by Wyoming Department of Health Substance Abuse Division. In the event Program believes Provider has or will breach its agreement, Program shall promptly notify Provider in writing of the alleged breach or possible repudiation. Provider shall have ten (10) days from the date of such notice within which to inform Program of its plan to cure the breach or repudiation but in no case shall Provider take more than thirty (30) days to cure the breach or repudiation unless agreed upon in writing by the parties. If the breach or repudiation is such that it renders performance of the Agreement impossible or impracticable then Program shall, at its option terminate the agreement upon ten (10) day written notice to the Provider. If Provider fails to cure the breach or repudiation within the time agreed upon the Agreement shall terminate immediately. In such event, all finished documents, data, models, and reports prepared under this Agreement shall become the property of Program upon payment for services rendered through the termination of the Agreement.

i. Provider certifies and warrants no gratuities, kick-backs, 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.

j. The parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

k. The parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto, and each party further agrees to indemnify, release, save and hold harmless the other and their

officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing this Agreement to comply with the requirements, responsibilities and/or duties as such are set forth in the Americans with Disabilities Act and/or properly promulgated rules and regulations related thereto.

l. Program and Campbell County do not waive its Governmental Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, Program and Campbell County fully retain all immunities and defenses provided by law with regard to any action, whether in tort, agreement or any other theory of law, based on this Agreement.

m. Program and Provider affirm, to their knowledge, no Provider employee has any personal beneficial interest whatsoever in the Agreement described herein. No staff member of Provider, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

n. Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond its control, and without the fault or the negligence of the party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of the party.

o. 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 parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring action for breach of this Agreement. This provision is not intended to waive County's sovereign immunity in any way and shall not be construed to waive County's sovereign immunity in any way.

p. Program's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services provided by Provider, this Agreement may be terminated by Campbell County at the end of the period for which funds are available. Program shall notify Provider, at the earliest possible time, of the services which will or may be effected by a shortage of funds. No penalty shall accrue to Program in the event this provision is exercised, and Program shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit Program to terminate this Agreement to acquire similar services from another party.

q. All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed below or when personally delivered to the party. A party may change its address and/or the designated attention person for notice hereunder by giving written notice to the other party.

Campbell County Juvenile and Family Drug Court

Attention: Jim Lyon, Jr.
200 South Gillette Ave., Suite B600
Gillette, WY 82716

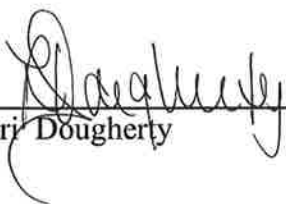
Step Stone, LLC.
Attention: Lori Dougherty
306 South Gillette Avenue, Suite B
Gillette, WY 82716

r. Either party may terminate this agreement upon a sixty (60) day written notice provided to the other party.

CAMPBELL COUNTY BOARD OF COMMISSIONERS

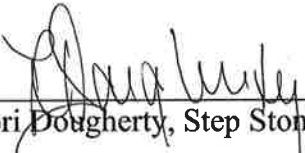
BY: _____ Dated _____
Robert Maul, Chairman

PERSONAL FRONTIERS, INC

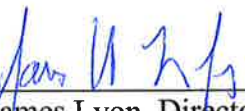
BY:  _____ Dated 5/24/21 _____
Lori Dougherty

Addendum to Proposal Dated April 28, 2021

In accordance with the general practice of current and former treatment providers, Step Stone, LLC hereby modifies its proposal to include a \$25.00 no call – no show fee when clients fail to cancel or attend a scheduled treatment session. The Campbell County Juvenile and Family Drug Court agrees with this addendum to the proposal.



Lori Dougherty, Step Stone, LLC



James Lyon, Director -JFDC

The following page(s) contain the backup material for Agenda Item: [10:25 Service Provider Agreement, Individual & Family Treatment](#)

*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

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: CC Juvenile & Family Drug Court Adult Substance Abuse Treatment Individual and Family Therapy & Mental Health Service Provider Agreement.

DATE: 05/25/2021

Attached you will find the Campbell County Juvenile & Family Drug Court Individual and Family Therapy & Mental Health Service Provider Agreement. This agreement is to set forth the terms of the Family and Mental Health Counseling provider for the Juvenile & Family Drug Courts. HR/RISK and County Attorney have reviewed this document and requested no revisions.

A representative from Juvenile & Family Drug Courts will be presenting this contract.

Thank you!

**CAMPBELL COUNTY JUVENILE & FAMILY DRUG COURT
INDIVIDUAL AND FAMILY THERAPY & MENTAL HEALTH
SERVICE PROVIDER AGREEMENT
Campbell County Board of Commissioners/Counseling Connections, LLC
Agreement No. 2021-2022**

THIS AGREEMENT is made and entered into between the Campbell County Juvenile and Family Drug Court-Court Supervised Treatment Program, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716 (Program), by and through the Campbell County Board of Commissioners and Counseling Connections, LLC 707 West 8th Street, Gillette, Wyoming 82716 (Provider).

IN CONSIDERATION of the mutual covenants and obligations expressed herein, it is agreed by and between the parties hereto as follows:

1. This Agreement shall be deemed to have commenced on July 1, 2021, and shall remain in full force and effect until June 30, 2022.
2. Provider shall be the primary individual and family therapy treatment provider for Program. Provider agrees to provide services in accordance with this Agreement and Proposal dated April 21, 2021, attached hereto and incorporated by this reference.
3. Provider shall bill monthly for services provided by a properly executed voucher presented to the Program Coordinator at 500 South Gillette Avenue, Suite B600, Gillette, Wyoming 82716, for review prior to approval and payment. Requests for payment shall not exceed the total sum of \$50,545.53 (unless otherwise approved by the Management Committee) during the entire term of this Agreement.
4. Provider shall attempt to recover all costs of treatment for services rendered under this Agreement from public and private health insurance and from government benefit programs prior to seeking payment from the Program. Provider shall provide the Program Coordinator with a monthly accounting of all billings made to such sources for services provided to Program clients pursuant to this Agreement. Any amounts recovered from such sources shall be credited against compensation owed to the Provider under this agreement and shall be shown on the monthly invoice.
5. To the fullest extent permitted by law, Provider agrees to indemnify and hold harmless the Program, Program Committee, Campbell County its elected and appointed officials, sponsors, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses, arising from or in connection with, this Agreement except to the extent liability is caused by the sole negligence or willful misconduct of the Program, Program Committee or Campbell County. Provider shall maintain Professional Liability or Errors and Omissions Liability insurance protecting against all claims arising from the Provider's alleged

or real professional errors, omissions, or mistakes in the performance of professional duties under this Agreement, with minimum limits of \$1,000,000.00 each occurrence and \$1,000,000.00 general aggregate. Provider acknowledges its understanding of this paragraph and realizes a potential financial obligation to the Program in the event of litigation.

6. Program and Provider shall treat as confidential and not disclose to others, information (including technical information, experience, or data) regarding either parties' plans or programs which come within the knowledge of the parties, without in each instance, securing the prior written consent of the other party, unless such disclosure is required by law or legal process. Nothing contained herein shall prevent, either Provider or Program from disclosing to others or using any manner of information which either party may show: (a) has been published or has become part of the public domain by acts of Provider or Program; (b) has been furnished or made known to Provider or Program by third parties without restrictions on its disclosure; or (c) was in either parties' possession prior to the disclosure thereof by Program or Provider to each other. Further, Provider shall maintain and restrict disclosure of records regarding Program clients in accordance with all state, local and federal laws.

7. General provisions:

a. The services to be performed by Provider are those of an independent contractor and not as an employee of Program. Provider agrees to assume responsibility for payment of all applicable federal, state and local taxes or contributions imposed or required under employment insurance, social security, income tax and worker's compensation with respect to performance of this Agreement.

b. Program and Provider are independent entities and their employees and volunteers are not to be considered agents or employees of the other.

c. This Agreement and attached documents, including the Agreement between Campbell County and the Wyoming Department of Health represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

d. Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

e. This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

f. The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if Program is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of

the parties to this Agreement that any provision herein may be severed from the Agreement as a whole.

g. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, Sixth Judicial District, sitting in Gillette, Wyoming. The parties hereby waive any objection that a suit or proceeding brought in the foregoing forum is brought in an improper or inconvenient forum or otherwise should be heard in any other forum for any reason including, without limitation, insufficiency in the service of process. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Provider and to Program executing this Agreement. Nothing in this provision is intended nor shall it be construed as to waive Program's sovereign immunity in any way.

h. Program shall have the sole discretion on whether or not Provider is providing services as required pursuant to this Agreement. Program reserves the right to terminate the Agreement upon signs of repudiation by Provider that go to the essence of the Agreement. In the event Program believes Provider has or will breach its agreement, Program shall promptly notify Provider in writing of the alleged breach or possible repudiation. Provider shall have ten (10) days from the date of such notice within which to inform Program of its plan to cure the breach or repudiation but in no case shall Provider take more than thirty (30) days to cure the breach or repudiation unless agreed upon in writing by the parties. If the breach or repudiation is such that it renders performance of the Agreement impossible or impracticable then Program shall, at its option terminate the agreement upon ten (10) day written notice to the Provider. If Provider fails to cure the breach or repudiation within the time agreed upon the Agreement shall terminate immediately. In such event, all finished documents, data, models, and reports prepared under this Agreement shall become the property of Program upon payment for services rendered through the termination of the Agreement.

i. Provider certifies and warrants no gratuities, kick-backs, 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.

j. The parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

k. The parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto, and each party further agrees to indemnify, release, save and hold harmless the other and their officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing this Agreement to comply with the requirements, responsibilities and/or duties as such are set forth in the Americans with Disabilities Act and/or properly promulgated rules and regulations related thereto.

l. Program and Campbell County do not waive its Governmental Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, Program and Campbell County fully retain all immunities and defenses provided by law with regard to any action, whether in tort, agreement or any other theory of law, based on this Agreement.

m. Program and Provider affirm, to their knowledge, no Provider employee has any personal beneficial interest whatsoever in the Agreement described herein. No staff member of Provider, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

n. Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond its control, and without the fault or the negligence of the party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of the party.

o. 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 parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring action for breach of this Agreement. This provision is not intended to waive County's sovereign immunity in any way and shall not be construed to waive County's sovereign immunity in any way.

p. Program's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services provided by Provider, this Agreement may be terminated by Campbell County at the end of the period for which funds are available. Program shall notify Provider, at the earliest possible time, of the services which will or may be effected by a shortage of funds. No penalty shall accrue to Program in the event this provision is exercised, and Program shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit Program to terminate this Agreement to acquire similar services from another party.

q. All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed below or when personally delivered to the party. A party may change its address and/or the designated attention person for notice hereunder

by giving written notice to the other party.

Campbell County Juvenile and Family Drug Court

Attention: Jim Lyon, Jr.

200 South Gillette Ave., Suite B600

Gillette, WY 82716

Counseling Connections, LLC

Attention: Jamie Hurich

707 West 8th Street

Gillette, WY 82716

r. Either party may terminate this agreement upon a sixty (60) day written notice provided to the other party.

CAMPBELL COUNTY BOARD OF COMMISSIONERS

BY: _____ Dated _____
Robert Maul, Chairman

COUNSELING CONNECTIONS, LLC

BY: Jamie Hurich Dated 5-20-21
Jamie Hurich, Partner

The following page(s) contain the backup material for Agenda Item: [10:30 Resolution for Special Resolution](#)

*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.

Resolution # _____
RESOLUTION FOR SPECIAL PROSECUTION

WHEREAS, the Campbell County and Prosecuting Attorney has entered into an agreement with Joseph Baron, Crook County Attorney, in and for Crook County, Wyoming, or other designee of the Crook County Attorney's Office, to represent Campbell County and to make, in their sole discretion, a proper disposition of all potential criminal matters involving the State of Wyoming vs. Amber L. Sanders, CT-2021-1228, which the Campbell County Attorney's Office has a conflict of interest;

WHEREAS, Joseph Baron or other designee of the Crook County Attorney's Office will provide their services free of charge to Campbell County, however the Campbell County Attorney's Office shall reimburse for all costs and expenses.

WHEREAS, Wyoming Statute §18-3-302 authorizes said action and it benefits Campbell County.

THEREFORE, be it resolved that Joseph Baron or other designee of the Crook County Attorney's Office be authorized to act as a Special Deputy County Attorney to make proper disposition of all potential criminal matters involving the State of Wyoming vs. Amber L. Sanders, CT-2021-1228, as set forth above on behalf of Campbell County, Wyoming

DATED this _____ day of June, 2021.

**THE BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING**

Bob Maul, Chairman

Rusty Bell, Commissioner

Colleen Faber, Commissioner

Del Shelstad, Commissioner

DG Reardon, Commissioner

ATTEST: _____
Susan Saunders, Campbell County Clerk

STATE OF WYOMING

COUNTY OF CAMPBELL

**APPOINTMENT OF SPECIAL DEPUTY
CAMPBELL COUNTY AND PROSECUTING ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENT:

That I, Mitchell H. Damsky, County and Prosecuting Attorney in and for Campbell County, State of Wyoming, pursuant to the authority granted me by the Board of Commissioners of Campbell County by Resolution No. _____, dated the _____ day of June, 2021, does hereby appoint Joseph Baron, Crook County Attorney or other designee of the Crook County Attorney's Office as Special Deputy County Attorney, in and for Campbell County, Wyoming, to proceed to make, in their sole discretion, a proper disposition of all potential criminal matters involving the State of Wyoming vs. Amber L. Sanders, CT-2021-1228, which occurred in Campbell County, Wyoming.

It is understood that said Special Deputy County Attorney shall not receive any fee for the services performed pursuant to this appointment; however, said Special Deputy County Attorney shall be reimbursed for all costs and expenses such Special Deputy County Attorney may incur in the course of performing such services.

DATED this _____ day of June, 2021.

MITCHELL H. DAMSKY – WSB No. 6-2737
County and Prosecuting Attorney
in and for Campbell County, Wyoming
500 South Gillette Avenue, Suite B200
Gillette, Wyoming 82716
Phone: (307) 682-4310 Fax: (307) 687-6441

The following page(s) contain the backup material for Agenda Item: [10:35 AVI Retail Sales Agreement](#)

*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.

Retail Sales Agreement



AVI Systems Inc., 2300 E 54th Street N, Suite 2 Sioux Falls, SD, 57104 | Phone: (605)782-4141, Fax: (605)782-4142

Proposal Number: 1033097
Prepared For: Campbell County Public Works
Attn: Natalie Linneman

Proposal Date: March 26, 2021
Campbell County Commissioners – Audio Conferencing Upgrade

Prepared By: KARISA SIEVERDING
Phone: 605-209-8481
Email: karisa.sieverding@avisystems.com

BILL TO

Attn: Natalie Linneman
Campbell County Public Works
500 S. Gillette Ave Suite 1100
Gillette, WY, 82716
Phone: (307)685-8061
Email: nlinneman@ccgov.net
Customer Number: 839

SITE

Attn: Natalie Linneman
Campbell County Commissioners
500 S Gillette Ave
Gillette, WY, 82716
Phone: (307)682-7283

COMMENTS

Campbell County will need to provide AVI Systems a network drop near the rack for AVI to connect our SIP. Campbell County will also need to provide AVI credentials for connection to VoIP system.

PRODUCTS AND SERVICES SUMMARY

Equipment	\$0.00
Integration	\$3,204.00
PRO Support	\$0.00
Shipping & Handling	\$0.00
Tax	\$0.00
Grand Total	\$3,204.00

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of ON ACCOUNT. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 45 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
NW8393 PO Box 1450
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

AVI Systems, Inc.

Company

Karisa Sieverding

Signature

Karisa Sieverding

Printed Name

Date**March 26, 2021**

Date**CONFIDENTIAL INFORMATION**

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

SERVICES TO BE PROVIDED

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. SUMMARY: Campbell County Commissioners would like to add Audio conferencing to their existing system. Campbell County Commissioners uses VoIP with a Mitel phone system. AVI Systems will provide programming and commissioning of the Audio Conferencing in the Commissioners room. Campbell County will need to provide AVI Systems a network drop near the rack for AVI to connect our SIP. Campbell County will also need to provide AVI credentials for connection to VoIP system. AVI Systems will upgrade the audio system and touch panel to provide user-friendly audio conferencing.

B. SYSTEM DESCRIPTION:

- Displays:
 - No change
- Source Devices:
 - No Change
- Audio:
 - Update audio processor to provide conferencing capabilities
- Conferencing:
 - Connection to OFE VoIP system for audio conferencing
- Switching:
 - No Change
- Controls:
 - Update touch panel system
- Equipment Location:
 - No change

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- Network port near the rack
- Configuration of the server
- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment *AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- CC has all the necessary configurations for AVI Systems to connect to the VoIP Server
- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.

- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
Commissioners VoIP Upgrade			
Project Management, Programming, Integration & Commissioning			\$3,204.00
Sub-Total: Commissioners VoIP Upgrade			\$3,204.00
<u>Total:</u>			<u>\$3,204.00</u>

Refer to page 1 for the Grand Total that includes the Taxes, and Shipping & Handling

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. **Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.
2. **Ownership and Use of Documents and Electronic Data** – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.
3. **Proprietary Protection of Programs** – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI's know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.
4. **Shipping and Handling and Taxes** – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.
5. **Title** – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.
6. **Security Interest** – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI
7. **Risk of Loss or Damage** – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.
8. **Receiving/Integration** – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.
9. **Equipment Warranties** – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.
10. **General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

19. Confidentiality. The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

20. Nonsolicitation - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

21. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

22. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.

The following page(s) contain the backup material for Agenda Item: [10:40 University of Wyoming Research Agreement](#)

*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.

**RESEARCH AGREEMENT
UNIVERSITY OF WYOMING AND
CAMPBELL COUNTY**

This agreement is entered into by and between Campbell County, whose address is 500 South Gillette Avenue, Gillette, Wyoming, 82716, hereinafter referred to as the SPONSOR, and the UNIVERSITY of Wyoming, an institution of higher education of the State of Wyoming, at 1000 E. University Avenue, Department 3355, Laramie, Wyoming 82071, hereinafter referred to as the UNIVERSITY.

WHEREAS the SPONSOR desires research services in accordance with the scope of work outlined within this agreement, and the Cooperative Research and Development Agreement NETL AGMT- 1037 between U.S. Department of Energy, National Technology Laboratory (NETL) and the Energy Capital Economic Development (ECED) which was fully executed December 2, 2020, hereinafter referred to as the CRADA, and

WHEREAS the performance of such research is consistent, compatible and beneficial to the academic role and mission of the UNIVERSITY as an institution of higher education.

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I. SCOPE OF WORK

Subject to the terms and conditions of this agreement, the UNIVERSITY agrees to perform for the SPONSOR the research activities described in the Scope of Work, *Attachment A* hereto, under the direction and supervision of Scott Quillinan and Davin Bagdonas, principal investigators.

ARTICLE II. AGREEMENT PERIOD

This agreement shall become effective on December 2, 2020 shall be completed on December 1, 2023, unless an extension, supplement, addition, continuation or renewal of this agreement is mutually agreed upon in writing between the parties.

ARTICLE III. FINANCIAL

The SPONSOR agrees to pay the UNIVERSITY for services performed under this agreement in the fixed price amount of \$187,500 in accordance with the budget itemized in *Attachment B* and to provide payment in accordance with the following schedule:

SPONSOR agrees to pay \$62,500 for each year of the three (3) year project term payable within forty-five (45) days of receipt of being invoice by University.

The financial support provided by the SPONSOR under this award will be used to fulfill the University Cost Share contributions under the CRADA.

The UNIVERSITY reserves the right to reallocate funds between budget categories as necessary for completion of the scope of work as referenced in this Agreement.

ARTICLE IV. REPORTING REQUIREMENTS

A final report will be furnished by UNIVERSITY to SPONSOR at the completion of the Agreement period.

ARTICLE V. CONFIDENTIALITY

It may be necessary for the parties to disclose proprietary information to each other in connection with performance of the work described in Article I. of the agreement. At the time of disclosure, the disclosing party must declare which information is proprietary. Proprietary information will not include information which: 1) at the time of disclosure or subsequent to that time is generally available to the public; 2) is known by the receiving party at the time of disclosure; 3) is made known to the receiving party by a third party with no obligation of confidence with respect to the disclosed information; or, 4) is independently developed by the receiving party. The receiving party agrees: 1) to receive and hold the information in confidence; 2) not to use it for any purposes other than in furtherance of the work under this agreement; and 3) not to disclose it to anyone except on a need to know basis. Notwithstanding this section, both parties acknowledge that each party to this agreement is subject to both Wyoming Public Meetings law under W.S. 16-4-401 through 408 and Wyoming Public Records law under W.S. 16-4-201 through 205. To the extent that any information disclosed is subject to the aforementioned laws, this confidentiality section will not apply to such disclosure.

ARTICLE VI. PUBLICATION

The UNIVERSITY, as a state institution of higher education, engages only in research that is compatible and consistent with and beneficial to its academic role and mission and, therefore, results of research activities must be reasonably available for publication. During the term of this agreement and thereafter, the UNIVERSITY shall have the right to publish data and otherwise disclose information generated in connection with the research under this agreement. Prior to publication, the SPONSOR shall have thirty (30) days to review any proposed publication. The UNIVERSITY agrees that any SPONSOR proprietary information supplied to it by the SPONSOR during the course of research performed by the UNIVERSITY will not be included in any published material without prior written approval by the SPONSOR, which will not be unreasonably withheld.

ARTICLE VII. EQUIPMENT

All equipment purchased and/or fabricated for use in connection with research under this agreement shall be the property of the UNIVERSITY, provided that it shall be dedicated to such research while this agreement is in effect.

ARTICLE VIII. RESERVED

ARTICLE IX. INSURANCE

The UNIVERSITY agrees to maintain insurance coverage as limited by the statutes of the State of Wyoming and/or by its insurance. SPONSOR will maintain adequate liability insurance for the protection of itself and its officers, employees, and agents for actions taken pursuant to this agreement.

ARTICLE X. COMPLIANCE WITH LAWS, INTERPRETATION AND GOVERNMENTAL CLAIMS

The parties agree to comply with all applicable Federal, state and local laws, codes, regulations, rules and orders in connection with their performance of this agreement.

The construction, interpretation, and enforcement of this agreement shall be governed by the laws of the State of Wyoming.

Any actions or claims against either party under this agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 *et seq.* (1977) as amended. Neither the UNIVERSITY nor the SPONSOR waives their sovereign immunity or their governmental immunity by entering into this agreement and fully retain all immunities and defenses provided by law with regard to any action based on this agreement.

ARTICLE XI. ASSIGNMENT

Neither party shall assign or transfer any interest in this agreement, nor assign any claims for money due or to become due under this agreement, without the prior written approval of the other party.

ARTICLE XII. PATENTS AND INVENTIONS

The ownership and manner of disposition of all rights in and to such intellectual property shall be subject to the regulations issued the CRADA (NETL AGMT-1037) as such regulations appear in the contract between the NETL, ECED and UW, incorporated by reference hereto.

ARTICLE XIII. PUBLICATION BY SPONSOR

The SPONSOR will not include the name of UNIVERSITY in any advertisement, sales promotion or other publicity matter without the prior written approval of the Vice President for Research of the UNIVERSITY and the principal investigators. Such written approval shall not be unreasonably withheld by UNIVERSITY.

ARTICLE XIV. EQUAL EMPLOYMENT OPPORTUNITY

Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The UNIVERSITY is committed to equal opportunity for all persons in all facets of the UNIVERSITY's operations and is an Equal Opportunity/Affirmative Action employer. The UNIVERSITY will provide all applicants for admissions, employment and all UNIVERSITY employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The UNIVERSITY ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.

ARTICLE XV. TERMINATION

This agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. Termination shall not affect the rights or nullify obligations of either party that have accrued prior to termination. Upon termination, SPONSOR shall pay UNIVERSITY all reasonable expenses incurred or committed to be expended as of the effective date of termination. Any provisions of this agreement which by their nature are intended to survive this agreement, including without limitation Articles III, V, VI, VIII and XII, shall survive termination of this agreement for any reason.

Each payment obligation of the SPONSOR is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the UNIVERSITY, the agreement may be terminated by the SPONSOR at the end of the period for which the funds are available. The SPONSOR shall notify the UNIVERSITY 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 SPONSOR in the event this provision is exercised, and the SPONSOR shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the SPONSOR to terminate this Contract to acquire similar services from another party.

ARTICLE XVI. CHANGES AND AMENDMENTS

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All amendments and/or changes shall be by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date set forth herein by their duly authorized representatives.

UNIVERSITY OF WYOMING

By: _____

Name: Diana G. Hulme

Title: Associate Vice President for Research

Date: _____

SPONSOR

By: _____

Name: _____

Title: _____

Date: _____

Attachment A
[Scope of Work]

Statement of Work

I. Abstract for Public Release

NETL is partnering with UW and ECED to mature a promising process for the recovery of rare earth elements (REE) and critical metals (CM) from the Powder River Basin (PRB) in Wyoming. The project will identify promising ash candidates from operating power generation facilities and optimize NETL's proprietary REE and CM extraction and enrichment process for those materials, ultimately culminating in the creation and start-up of a pilot-scale production facility. This facility will demonstrate process performance and validate project economics, reducing the risk and uncertainty for further scale-up.

II. Objective

The project objectives are to: 1) identify the most promising feedstock(s) in the PRB for the extraction of REE and CM, 2) demonstrate the efficacy of extracting REE and CM in an economic manner, and 3) demonstrate the feasibility of up-scaling NETL extraction technologies to a pilot scale in the PRB. In order to meet these objectives, the project team will combine regional geologic and industrial knowledge with NETL's extraction and purification/enrichment capabilities to demonstrate commercial viability of NETL's REE and CM extraction process. The project will accelerate the use of PRB coal-related wastes as a critical mineral resource.

III. Background

For simplicity, hereinafter any reference to "REE" implies the inclusion of CM.

Researchers at NETL have been focused on identifying novel methods of extracting REE from coal-related materials since 2015, particularly on the beneficial use of materials that are currently viewed as wastes (e.g. ash produced at power generators) or as opportunities lost (e.g. shale layers and underclays that could be co-mined with the coal but are currently avoided or discarded). Promising acid step leaching (ASL) extraction pathways have been developed by NETL for two feedstocks – fly ash produced from coal combustion and refuse from coal mining – and these have been demonstrated at the laboratory-scale. The pregnant leachate solution(s) (PLS) resulting from the ASL process will require further processing to separate and enrich the REE materials.

IV. Tasks

Task 1 - Feedstock Screening and Testing:

Task 1.A (UW) - Materials from at least three different sources within the PRB with different REE contents and bulk chemistry will be provided by UW to NETL.

Task 1.B (UW and NETL) - NETL and UW will identify candidate ashes to screen for extractability testing. A focus will be placed on ash produced by combusting coal from different mines to (i) determine the minimal calcium content and optimal bulk geochemistry in PRB ash required for mild acid step leaching, and (ii) the best available PRB ash targets and collection sites for subsequent large-scale REE processing.

Task 2. Chemistry Reaction Optimization and Process Design:

Task 2.A (NETL and UW) – Using materials identified in Task 1.B, NETL and UW will evaluate these feedstock materials to develop an understanding of applicable ASL extraction mechanisms specific to

these feedstock materials. ASL extraction reactions (including but not limited to: kinetics, liquid to solid ratios, and amounts of acids) will be optimized for specific ashes present in the feedstocks, and resulting PLS will be retained for use in Task 2.B below.

Task 2.B (NETL) –Using iterative experimentation, NETL will identify a purification technique optimal for use in the pilot-scale facility to further enrich and separate REE from the PLS created in Task 2.A. As part of these experiments, for the identified purification technique, NETL will identify the pilot-scale facility parameters required to process an appropriate quantity of PLS to achieve the desired purification.

Task 2.C (NETL, UW, ECED) – NETL, UW, and ECED will develop a process design for a pilot-scale facility that will demonstrate process performance and validate an economic framework for extraction and recovery of REE.

Task 3. Systems Analysis and Resource Assessment:

Task 3.A (NETL) – NETL will utilize data obtained from Task 1.B and Task 2.A-C to perform systems engineering screening studies and techno-economic analyses to evaluate the economic performance of the sequential REE extraction process and subsequent product enrichment to higher purity concentrates. This Task 3.A will be performed iteratively and in parallel with Task 1.B and Task 2.A-C for the purpose of improving outcomes of Task 1.B and Task 2.A-C.

Task 3.B (NETL, UW, ECED) – NETL, UW, and ECED will identify key considerations for plant siting, feedstock costs and transport, waste disposal, and other plant design and permitting considerations.

Task 4. Pilot-Scale Facility Construction and Operation Logistics:

Task 4.A (UW, ECED) – UW and ECED will (i) determine permitting requirements for the pilot facility and (ii) perform public outreach to create awareness and build support for the project.

Task 4.B (UW, ECED) – UW and ECED will design an environmental health and safety process for operation of the pilot-scale facility.

Task 4.C (UW) – UW will acquire quantities of feedstock sufficient for operation of the pilot-scale facility.

Task 4.D (UW, ECED) – Supported by the outcomes of Tasks 2 and 3, UW and ECED will finalize the process design and construction plan for the pilot facility.

Task 5. Pilot-Scale Facility Construction, Start-up, and Process Operation:

Task 5.A (ECED) – ECED will prepare and make available physical space for construction and operation of the pilot plant.

Task 5.B (UW, ECED) – UW and ECED will (i) acquire the necessary equipment and construction materials for the pilot-scale facility, and (ii) construct the pilot-scale facility.

Task 5.C (UW) – UW will start and operate the pilot-scale facility.

Task 5.D (UW, ECED, NETL) – UW, ECED, and NETL will collect data from the operational pilot-scale facility and continue to optimize its operation.

Attachment B
[Budget]

TCF Proposal Budget Breakout FY 2020		Total TCF Share	Total Non-Federal Share	Cash (University of Wyoming)	Non-Federal Share: Cash (City of Gillette)	Non-Federal Share: Cash (Campbell Co.)	Total Project Costs
A.	Personnel	\$0.00	\$51,867.00	\$51,867.00	\$0.00	\$0.00	\$51,867.00
B.	Travel	\$0.00	\$8,354.00	\$8,354.00	\$0.00	\$0.00	\$8,354.00
C.	Equipment	\$0.00	\$125,000.00	\$0.00	\$62,500.00	\$62,500.00	\$125,000.00
D.	Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E.	Contractual	\$0.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00
F.	Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G.	Total Direct Charges	\$0.00	\$190,221.00	\$65,221.00	\$62,500.00	\$62,500.00	\$190,221.00
H.	Indirect Charges	\$0.00	\$29,023.00	\$29,023.00	\$0.00	\$0.00	\$29,023.00
I.	Total Project Costs	\$0.00	\$219,244.00	\$94,244.00	\$62,500.00	\$62,500.00	\$219,244.00
TCF Proposal Budget Breakout FY 2021		Total TCF Share	Total Non-Federal Share	Non-Federal Share: Cash	Non-Federal Share: Cash (City of Gillette)	Non-Federal Share: Cash (Campbell Co.)	Total Project Costs
A.	Personnel	\$0.00	\$77,740.00	\$77,740.00	\$0.00	\$0.00	\$77,740.00
B.	Travel	\$0.00	\$13,354.00	\$13,354.00	\$0.00	\$0.00	\$13,354.00
C.	Equipment	\$0.00	\$125,000.00	\$0.00	\$62,500.00	\$62,500.00	\$125,000.00
D.	Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E.	Contractual	\$0.00	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00
F.	Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G.	Total Direct Charges	\$0.00	\$222,094.00	\$97,094.00	\$62,500.00	\$62,500.00	\$222,094.00
H.	Indirect Charges	\$0.00	\$43,207.00	\$43,207.00	\$0.00	\$0.00	\$43,207.00
I.	Total Project Costs	\$0.00	\$265,301.00	\$140,301.00	\$62,500.00	\$62,500.00	\$265,301.00
TCF Proposal Budget Breakout FY 2022		Total TCF Share	Total Non-Federal Share	Non-Federal Share: Cash	Non-Federal Share: Cash (City of Gillette)	Non-Federal Share: Cash (Campbell Co.)	Total Project Costs
A.	Personnel	\$0.00	\$77,740.00	\$77,740.00	\$0.00	\$0.00	\$77,740.00
B.	Travel	\$0.00	\$13,354.00	\$13,354.00	\$0.00	\$0.00	\$13,354.00
C.	Equipment	\$0.00	\$125,000.00	\$0.00	\$62,500.00	\$62,500.00	\$125,000.00
D.	Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E.	Contractual	\$0.00	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$6,500.00
F.	Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G.	Total Direct Charges	\$0.00	\$222,594.00	\$97,594.00	\$62,500.00	\$62,500.00	\$222,594.00
H.	Indirect Charges	\$0.00	\$43,429.00	\$43,429.00	\$0.00	\$0.00	\$43,429.00
I.	Total Project Costs	\$0.00	\$266,023.00	\$141,023.00	\$62,500.00	\$62,500.00	\$266,023.00
TOTAL TCF Proposal Budget Breakout		Total TCF Share	Total Non-Federal Share	Non-Federal Share: Cash	Non-Federal Share: Cash (City of Gillette)	Non-Federal Share: Cash (Campbell Co.)	Total Project Costs
A.	Personnel	\$0.00	\$207,347.00	\$207,347.00	\$0.00	\$0.00	\$285,087.00
B.	Travel	\$0.00	\$35,062.00	\$35,062.00	\$0.00	\$0.00	\$48,416.00
C.	Equipment	\$0.00	\$375,000.00	\$0.00	\$187,500.00	\$187,500.00	\$375,000.00
D.	Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E.	Contractual	\$0.00	\$17,500.00	\$17,500.00	\$0.00	\$0.00	\$24,000.00
F.	Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G.	Total Direct Charges	\$0.00	\$634,909.00	\$259,909.00	\$187,500.00	\$187,500.00	\$634,909.00
H.	Indirect Charges	\$0.00	\$115,659.00	\$115,659.00	\$0.00	\$0.00	\$115,659.00
I.	Total Project Costs	\$0.00	\$750,568.00	\$375,568.00	\$187,500.00	\$187,500.00	\$750,568.00

Attachment C
[Cooperative Research and Development Agreement (CRADA) NETL AGMT-1037]