

AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

DEL SHELSTAD Chairman

RUSTY BELL

BOB MAUL

COLLEEN FABER

DON HAMM

JULY 19, 2022

08:00 BOARD BRIEFING | 09:00 MEETING CALLED TO ORDER PLEDGE OF ALLEGIANCE

CONSENT AGENDA

- A. [Consent Agenda](#)
-

COMMISSION CALENDAR OF EVENTS

- B. Commission Calendar

REGULAR BUSINESS

- C. [9:05 Maternal & Child Health \(MCH\) Services MOU](#) Jane Glaser
- D. [9:10 Prevention Management Grant Agreement](#) Jane Glaser
- E. [9:15 Open Burning Restriction](#) Chief Jeff Bender
- F. [9:20 South Campbell County Arterial Roads Reconstruction - AML Project Recap](#)
Clark Melinkovich
- G. [9:25 Barlow Road Bridge](#) Clark Melinkovich
- H. 9:30 Board Appointment, Corrections Board Chairman Shelstad
- I. [9:35 Sole Source Purchase Request, Sheriff's Office](#) Kevin Theis

PUBLIC COMMENT

- J. 9:40 For the Good of the County*

ADJOURN

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

Consent Agenda

MINUTES

Board of Commissioners Directors Workshop, July 5, 2022

Board of Commissioners Regular Meeting, July 6, 2022

MONTHLY REPORTS

Clerk of District Court – June 2022

County Clerk – June 2022

PAYROLL PAYMENTS

June 25, 2022

CANCELLATION/REBATE OF TAXES

#2021-79, 2021-79, 2021-82

BOARD APPOINTMENTS - EXPIRATION TERM CORRECTION

Corrections Board is a four (4) year term: Correct term expiration for Nathan Henkes, Chuck Deaton and Thomas O'Neal from June 30, 2025 to June 30, 2026.

LINE ITEM TRANSFERS

Parks & Recreation

Transfer \$39,000.00 from 100771-68200 Capital Outlay-Equipment to 100775-68200 Capital Outlay-Equipment

POSITION VACANCY JUSTIFICATIONS

Airport – Airport Operations Tech I

ITS – System Support Analyst

Public Works – Solid Waste

Treasurer's Office – Deputy County Treasurer I

HAND WARRANTS

WAG – Criminal Investigation	\$30.00
Campbell County Clerk Tax Account	277,971.54
Campco Federal Credit Union	150.00
Campbell County Treasurer – FLX/HSA	38,997.61
Great West Trust Company	29,100.00
Sheridan County Circuit Court	290.00
Wyoming Child Support	1,540.30

*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.

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
July 5, 2022
Gillette, WY

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Tuesday, July 5, 2022, at 1:30 PM.

Present were Rusty Bell, Colleen Faber, Don Hamm, Del Shelstad, Bob Maul, Commissioners; Susan F. Saunders, County Clerk; Leslie Perkins, Community & Government Relations Coordinator; Kevin Geis, Road and Bridge Director; Matt Olsen, Public Works Director; Kelly Wallem, County Attorney Office Manager; Brandy Elder, HR Director and Denton Knapp, Commissioners Administrative Director.

Board liaison reports were given.

Kevin Geis provided updates on crack sealing, asphalt patching, weed control, crusher at the Hackert pit, striping, dust control, Dry Fork discussions on road closures due to blasting, North Garner Lake Road and CMAQ grants.

Matt Olsen provided updates on Bishop Road, the school district and Warlow Drive property, the Camporee event, Pronghorn Industrial Park, Museum crosswalk, Courthouse annex project and the parking garage.

Brandy Elder provided updates on new training for customer service for front line leaders, property insurance audit and renewal, the loss of Coalition use and employees being involved in committees.

Leslie Perkins provided a draft copy of the annual report.

Sandra Beeman, Commissioners Administrative Coordinator, presented the TANF/CPI grant for \$91,000. It was the consensus of the Board to cover the \$17,297 additional cost out of one percent contingency.

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

The Board reconvened into the Directors Workshop at 2:55 PM.

There being no further business to come before the Commissioners, the meeting was adjourned at 2:55 PM.

Susan F. Saunders, County Clerk
Board of County Commissioners

Del Shelstad, Chairman
Board of County Commissioners

Office of County Commissioners
July 6, 2022
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, July 6, 2022. Chairman Shelstad called the meeting to order at 9:00 AM. Pastor Scott Clem led in prayer and Chairman Shelstad led the Pledge of Allegiance.

Present were Del Shelstad, Rusty Bell, Bob Maul, Collen Faber, Don Hamm, Commissioners; Susan F. Saunders, County Clerk; Mitch Damsky County Attorney, and Denton Knapp, Commissioners Administrative Director.

The following consent agenda was presented:

PAYROLL PAYMENTS

June 11, 2022; June 30, 2022

CANCELLATION/REBATE OF TAXES

#2021-78

AGREEMENTS

Contract for Services Agreement between the City of Gillette and Campbell County in the amount of \$10,895 to provide drug testing services to aid the Municipal Court from July 1, 2022, to June 30, 2023.

Grant Agreement between the City of Gillette and Campbell County Juvenile & Family Drug Court in the amount of \$10,000 to provide intensive and supervised substance abuse treatment from July 1, 2022, to June 30, 2023.

Grant Agreement between the City of Gillette and Campbell County Adult Treatment Court in the amount of \$10,500 to provide intensive and supervised substance abuse treatment from July 1, 2022, to June 30, 2023.

CATERING REQUEST

Approval of catering request for Tyler software implementation celebration for Campbell County Employees on July 20, 2022.

LINE-ITEM TRANSFERS FY 2021-22

Children's Center - Transfer \$72.00 from 704.6071 Postage and Freight to 704.6102 Assoc. Comm. Dues and Fees; transfer \$321.01 from 704.6181.02 Other Parent Services/Child Care to 704.6102 Associate Dues; transfer \$683.67 from 702.6665 Kitchen Maintenance to 702.6690 Kitchen Supplies; transfer \$550.00 from 704.6181.02 Other Parent Services/Child Care to 704.6111 Utilities; transfer \$544.44 from 701.7214 Technology/Phone/Pro Care Software to 701.6102 Collection Agency; transfer \$396.94 from 703.6093.01 Recruitment Relocation to 703.6554 School Supplies; transfer \$22.50 from 702.6665 Assoc., Committee Dues to 702.6072 Background Check; transfer \$71.72 from 701.6111 Electricity, Water & Sewer to 701.6114 Propane & Natural Gas; transfer \$94.30 from 703.6111 Utilities to 701.6114 Propane & Natural Gas; transfer \$223.20 from 703.6111 Utilities to 704.6111 Utilities

Clerk - Transfer \$4,000.00 from 023.6052 Postage and Freight to 023.6531 General Supplies

OFFICIAL BOND & OATH

Rocky Point -- Rebecca Ann Vondrak

Village of Heritage – Rebecca Ann Vondrak
POSITION VACANCY JUSTIFICATIONS

Public Health – Public Health Nurse (2 Positions)

Parks & Recreation – Mechanic, Senior | Position approved at the June 21, 2022, meeting with incorrect pay grade. Pay grade updated from 107 to 108.

SALARY RANGE PLACEMENT TABLE - CORRECTION

Salary Range Placement Table for FY2022-2023 – Formatting errors were corrected and positions no longer in use were removed.

HAND WARRANTS

Wyoming Department of Revenue & Taxation	\$1,665.78
CCEHBTA – Health	764,581.77
CCEHBRA – Dental	42,353.60
Delta Dental Plan of Wyoming	1,683.40
HM Life Insurance	162,256.23
Gallaher Benefit Services (Reliance)	18,539.87
VSP of Wyoming	7,825.38
Campco Federal Credit Union	950.00
Campbell County Clerk Tax Account	18,994.27
Campbell County Treasurer – FLX/HSA	2,335.83
Great West Trust Company	4,555.00
Wyoming Retirement System	622,454.10
Campco Federal Credit Union	150.00
Campbell County Clerk Tax Account	310,429.04
Campbell County Treasurer – FLX/HSA	1,494.50
Great West Trust Company	27,610.00
Sheridan County Circuit Court	290.20
Wyoming Child Support	1,375.59

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

Commissioner Hamm presented the Commissioners upcoming calendar of events.

Commissioner Faber moved to approve up to four hours of paid leave to encourage regular full-time county employees to volunteer an equal number of hours of their own time at the National High School Finals Rodeo to be held at Cam-Plex July 17-23, 2022, with approval by the department head, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Maul moved to approve to terminate the Coalition Family Health Center Access Contract with the Wyoming Quality Healthcare Coalition, LLC effective December 31, 2022, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the Memorandum of Understanding between the City of Gillette and Campbell County to provide Juvenile Diversion Services and Community Service

Supervision for the youth in Campbell County, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Maul moved to approve the Community Juvenile Services Board Contract between the Wyoming Department of Family Services and Campbell County in the amount not to exceed \$135,493 for the period of July 1, 2022, to June 30, 2024, as presented. Commissioner Hamm seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to reappoint Kim Hoff serving as Magistrate, Jim Lyon, Jr. serving as Juvenile & Family Drug Court Coordinator, and Heidi Phipps serving as Campbell County School District representative to the Juvenile & Family Drug Court Board, each serving a three-year term ending June 30, 2025. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to accept the resignations of Crystal Helm and Jenna Waldner and ratify the appointments of Mikki Pierce to serve an unexpired term ending January 1, 2023, and Lindsay Turgeon to serve an unexpired term ending January 1, 2024, both representing Campbell County's low-income population. Commissioner Maul seconded the motion. All voted – Aye. Carried.

Commissioner Faber moved to appoint Corinne Miller, representing Campbell County to the Sixth Judicial District Child Support Authority Board to serve a three-year term, ending June 30, 2025. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to appoint Vicki Gilmour and Nichole Shelstad to serve on the Children's Developmental Services Board, each serving a three-year term, ending June 30, 2025. Commissioner Hamm seconded the motion. Chairman Shelstad abstained from the discussion and from the vote due to a possible conflict of interest. All Voted – Aye. Carried.

Commissioner Faber moved to reappoint Nathan Henkes, representing the County Attorney's Office, Thomas O'Neal, representing the County Sheriff's Office and Chuck Deaton, representing the Gillette Police Department, each serving a three-year term, ending June 30, 2025. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to reappoint Jeff Boardman and Trent Jones to the Joint Powers Fire Board, each serving a three-year term, ending June 30, 2025. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to reappoint Thomas Holm to the Rockpile Museum Board to serve a three-year term, ending June 30, 2025. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to appoint Chelsie Collier and Charles Butler to the Library Board, each serving a three-year term, ending June 30, 2025. Commissioner Hamm seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to accept the resignation from Jeff Esposito and appoint Erika Peckham to the Joint Powers Lodging Tax Board to serve an unexpired three-year term, ending December 31, 2023. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to reappoint Ryan Gross to the Parks & Recreation Board to serve a five-year term, ending June 30, 2027. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to reappoint Kurt Siebenaler to the Planning Commission to serve a three-year term, ending June 30, 2025. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to accept the resignation from Troy Allee from the Public Land Board and appoint Bob Maul to the Public Land Board to serve an unexpired three-year term, ending June 30, 2023. Commissioner Hamm seconded the motion. Commissioner Maul abstained from the discussion and vote, due to a possible conflict of interest. Commissioner Hamm – Aye; Commissioner Bell – Nay; Commissioner Faber – Aye; Commissioner Maul – Abstained; Chairman Shelstad – Aye. Carried.

Commissioner Bell moved to appoint Larry Mills to the Public Land Board to serve a three-year term, ending June 30, 2025. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to reappoint Robert Hollander to the Regional Water Panel to serve a five-year term, ending June 30, 2027. Commissioner Hamm seconded the motion. All Voted – Aye. Carried.

Commissioner Maul moved to reappoint Matt Avery and Patricia Burns to the Senior Center Board, each serving a three-year term, ending June 30, 2025. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to appoint Lisa Harry, representing Campbell County Health to the State Miner's Hospital Board to serve a four-year term, ending June 30, 2026. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Hamm moved to convene into a Public Hearing. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

The Public Hearing scheduled for 10:15 AM was heard at 10:20 AM. The purpose of the Public Hearing is to hear comments regarding the proposed alteration and vacation of portions of Bishop Road and the creation of Caballo Court.

Commissioner Faber moved to approve the Final Order Approving the Alteration and Vacation of Portions of Bishop Road and the Creation of Caballo Court, Resolution Number 3022, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the Budget Amendments for Fiscal Year 2022-2023, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Budget Amendments
Fiscal Year 2022-2023

	Fund	Type	Acct#	\$Amount	Description
Increase	General Fund	Expense	100013.67310	41,850.	Local Cap Grant (EDA)
Increase	General Fund	Cash Carryover	1000.46160	41,850.	Cash Carryover
Increase	General Fund	Expense	100231.68220	1,200.	Computer Equipment
Decrease	General Fund	Expense	100411.68200	1,200.	Capital Equipment
Increase	General Fund	Revenue	100779.43820	40,000.	City Pool MOU
Decrease	General Fund	Cash Carryover	1000.46160	40,000.	Cash Carryover
Increase	General Fund	Revenue	100701.various	688,270.	Combine Cost Centers
Decrease	General Fund	Revenue	100702.various	613,270.	Combine Cost Centers
Decrease	General Fund	Revenue	100703.various	140,000.	Combine Cost Centers
Increase	General Fund	Expense	100701.various	2,763,008.	Combine Cost Centers
Decrease	General Fund	Expense	100702.various	1,378,631.	Combine Cost Centers
Decrease	General Fund	Expense	100703.various	1,390,299.	Combine Cost Centers
Decrease	General Fund	Expense	100704.various	84,851.	Combine Cost Centers
Decrease	General Fund	Cash Carryover	1000.46160	90,773.	Cash Carryover
Decrease	General Fund	Expense	100084.68120	150,000.	Condensing Tower Maint.
Increase	General Fund	Expense	100084.68160	73,000.	Maintain Well Pumps
Increase	General Fund	Expense	100084.68160	50,000.	Bicentennial Infield Mix
Decrease	General Fund	Cash Carryover	1000.46160	27,000.	Cash Carryover
Increase	Grant Fund	Expense	310311.67010	86,664.	Federal Marketing Grant
Increase	Grant Fund	Revenue	310311.42400	86,664.	Federal Marketing Grant
Decrease	Grant Fund	Expense	310311.67400	86,664.	Unanticipated Grant
Decrease	Grant Fund	Revenue	310311.42840	86,664.	Unanticipated Grant
Increase	Grant Fund	Expense	310703.various	65,000.	CCSD Pass-Through
Increase	Grant Fund	Revenue	310703.42460	65,000.	CCSD Pass-Through
Increase	Fleet Fund	Expense	120121.68210	10,000.	Vehicle Replacement
Increase	Fleet Fund	Cash Carryover	120121.46160	10,000.	Cash Carryover
Increase	1% Fund	Expense	170711.66955	9,150.	Wright Branch 1% Funding
Increase	1% Fund	Cash Carryover	170711.46160	9,150.	Wright Branch 1% Funding

Additional Budget Amendments

Increase	Grant Fund	Expense	310705.67040	1,921.	CDS Grant
Increase	Grant Fund	Revenue	310705.42460	1,921.	CDS Grant
Increase	General Fund	Cash Carryover	1000.46160	65,000.	Cash Carryover
Decrease	General Fund	Cash Carryover	1000.46160	8,616.	Change in Mill

Commissioner Bell moved to approve the Mill Levy for Fiscal Year 2022-2023, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

**Fiscal
Year 2022-
2023**

Fund	Total Cash & Cash Reserves Available For Budget	Total Estimated Revenue Available For Budget	Estimated Total Cash and Revenues Available For Budget	Estimated Total Requirement For Appropriation	Estimate Of Tax Requirements	
					Amount	Mill Levy
Campbell County	\$28,866,493	\$59,089,673	\$87,956,166	\$139,034,386	\$51,078,220	11.253

Detail of Fund Requirements:

County Commissioners - Executive	\$393,727	Health Department	\$2,228,357
County Commissioners - Administrative	\$679,823	Information Technology Services	\$2,743,803
County Commissioners - General County	\$5,847,128	Emergency Management	\$230,177
County Commissioners - Capital Outlay	\$890,829	County Juvenile Probation	\$1,323,138
County Grants	\$19,720,660	County Building Maintenance	\$3,618,385
County Adult Treatment Court	\$338,111	Children's Developmental Services	\$3,056,705
County Clerk - Administrative	\$1,843,216	Library	\$3,802,392
County Clerk - Other County Costs	\$860,600	Museum	\$516,001
County Clerk - Elections	\$312,116	Fair	\$557,037
County Treasurer - Administrative	\$1,597,017	Airport	\$535,556
County Assessor - Administrative	\$1,270,353	Parks & Recreation	\$6,319,509
County Sheriff - Administrative	\$9,744,987	Vehicle / Equipment Replacement	\$1,973,478
County Sheriff - Detention Center	\$9,539,208	Campus Maintenance	\$30,000
County Sheriff - 24/7	\$60,000	Joint Powers Rec Maint Reserve	\$150,000
County Sheriff - Dare	\$5,000	PILT	\$1,200,000
County Sheriff - Commissary	\$50,000	Gaming Funds	\$0
County Attorney	\$3,054,130	1% Optional Sales Tax	\$10,969,009
Public Works - Administrative	\$1,283,598	E-911 Equipment Fund	\$357,000
Public Works - Landfill	\$2,011,488	1% Optional Sales Tax (JPB)=Fire Dept.	\$472,750
Public Works - Capital Construction	\$18,293,027	Municipal Tax(JPB)=Complex & Fire Dept.	\$8,698,335
Fleet Department	\$142,889	Tech Education Maintenance Reserve	\$30,000
County Coroner	\$287,011	Sub Total	\$48,811,632
County Extension Department	\$422,377	Grand Tot:	\$139,034,386
County District Court	\$1,727,704		
County Road & Bridge	\$7,056,832		
Human Resources	\$2,790,923		
Sub Total	\$90,222,754		

Board of County Commissioners
of Campbell County, Wyoming

By: _____
Chairman

Attest: _____
County Clerk

FY 2022-2023 Assessed Valuation 4,539,270,189

Commissioner Bell moved to approve the Order Levying Requisite Taxes for Fiscal Year 2022-2023, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

**ORDER LEVYING REQUISITE TAXES
FISCAL YEAR 2022/2023**

WHEREAS, on June 21, 2022, this Board adopted a County budget for the 2022- 2023 fiscal year ending June 30, 2023; and

WHEREAS, after deducting all other cash and estimated revenue, it is necessary for the balance to be raised by general taxation; and

WHEREAS, W.S. §39-13-102(g) provides that the Board of County Commissioners shall levy the requisite taxes for the year on or before the first Monday of August; and

WHEREAS, W.S. §11-5-111 provides that the Board of County Commissioners shall levy a tax to carry out the purpose of the Wyoming Weed and Pest Control Act; and

WHEREAS, W.S. §18-9-201 (b) provides that the Board of County Commissioners may levy a tax for a Public Recreation District; and

WHEREAS, W.S. §21-13-201(a) provides that the Board of County Commissioners shall levy a tax of six (6) mills for the support and maintenance of the public schools; and

WHEREAS, W.S. §35-2-414(b) provides that the Board of County Commissioners shall levy a tax for hospital districts; and

WHEREAS, W.S. §35-8-314(b) provides that the Board of County Commissioners shall levy a tax for special cemetery districts; and

WHEREAS, W.S. §39-13-104(c)(i) provides that the Board of County Commissioners shall levy a tax for property within the limits of incorporated cities and towns; and

THEREFORE, IT IS HEREBY ORDERED that, pursuant to the above-cited statutory authorities, property taxes are levied to raise the following amounts for the Fiscal Year ending June 30, 2023:

	Amount	Mill Levy
County General Fund	\$ 50,998,701	11.235
Campbell County Weed & Pest District	\$ 1,863,761	0.411
Campbell County School District		
Public Schools	\$ 27,235,621	6.000
Community Public Recreation District	\$ 4,539,270	1.000
BOCHES	\$ 2,269,635	0.500
Campbell County Hospital District	\$ 13,617,811	3.000
Campbell County Cemetery District	\$ 3,914,769	0.862
City of Gillette	\$ 3,077,108	8.000
Town of Wright	\$ 96,550	8.000
Gillette Community College District	\$ 11,553,532	2.545

Severability: If any provision of this resolution is held or deemed inoperative or unenforceable, the same shall not affect any other provision or directive which can be independently construed.

ORDERED this 6th day of July 2022
 BOARD OF COUNTY COMMISSIONERS
 CAMPBELL COUNTY, WYOMING

Public Comment was given.

There being no further business to come before the Commissioners the meeting was adjourned at 11:05 AM. The next regular meeting of the Commissioners will be held Tuesday, July 19, 2022, at 9:00 AM, in the Commissioners Chambers in the Courthouse.

Susan F. Saunders, Clerk
Board of County Commissioners

Del Shelstad, 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

Clerk of District Court
Monthly Statement
June 2022

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

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.....

The State of Wyoming } ss.
County of Campbell }

This instrument was filed
on the____ day of _____
20_____.

County Clerk

By _____
Deputy

MONTHLY STATEMENT

Statement of the Earnings or Collections of Cheryl Chitwood as Clerk of District Court within and for the County of Campbell, State of Wyoming, for the month ending June, 2022, and reported to the Board of District Court within and for the County of Campbell, State of Wyoming, Cheyenne, WY.

Template	Org	Object	Full Acct	Description	Amount
DIST COURT	100111	43190	1000-10-110-111-0000-43190	MISC FEES	\$ 3,460.78
DIST COURT	100111	43200	1000-10-110-111-0000-43200	CIVIL FEE	\$ 4,560.00
DIST COURT	100111	43210	1000-10-110-111-0000-43210	PROBATE FEES	\$ 1,460.00
DIST COURT	100111	43220	1000-10-110-111-0000-43220	JURY FEES (Restitution of)	\$ 800.00
DIST COURT	500552	45000	5000-00-500-552-0000-45000	FINES / Forfeitures	\$ 8,423.52
DIST COURT	100000	46000	1000-00-000-000-0000-46000	Postage ACH / Other	\$ -
Total					\$ 18,704.30

Tender Summary:

Cash	Quantity	Total
Coin		
\$ 1s	x1	0
\$ 5s	x5	0
\$ 10s	x10	0
\$ 20s	x20	0
\$ 50s	x50	0
\$100S	x100	0
Other		0
Cash Total		0
Checks	1 (#51828)	18,704.30
Total		\$ 18,704.30
Difference		\$

STATE OF WYOMING)

)ss

County of Campbell)

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

WITNESS my hand and seal this 7th day of July, 2022

by Cheryl Chitwood, deputy
Cheryl Chitwood, Clerk

County Clerk
Monthly Statement
June 2022

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

COUNTY CLERK'S MONTHLY STATEMENT

Statement of the collections of Susan F. Saunders as Campbell County Clerk within and for the County of Campbell, State of Wyoming, for the month ending June 2022, and filed with the County Clerk for presentation to the Board of County Commissioners of said County as required by WS 18-3-814.

CNTY CLERK					
Template	Org	Object	Full Acct	Description	Amount
CNTY CLERK	100021	43170	1000-10-020-021-0000-43170	County Abandon, Veh title & Fees	\$ 1,860.00
CNTY CLERK	100021	43140	1000-10-020-021-0000-43140	Recording Fees	21,073.00
CNTY CLERK	100021	43870	1000-10-020-021-0000-43870	Software Access Fees	1,578.00
CNTY CLERK	100021	43150	1000-10-020-021-0000-43150	Financing Fees	12,481.00
CNTY CLERK	100021	43160	1000-10-020-021-0000-43160	Vehicle Title Fees	26,040.00
CNTY CLERK	100021	41140	1000-10-020-021-0000-41140	Marriage License	1,290.00
CNTY CLERK	100021	43180	1000-10-020-021-0000-43180	Vin Fees, Sheriff & General	2,110.00
CNTY CLERK	100021	43190	1000-10-020-021-0000-43190	Misc Fees	738.50
CNTY CLERK	500566	43180	5000-00-500-566-0000-43180	Hwy Patrol Vins	-
CNTY CLERK	500576	43180	5000-00-500-576-0000-43180	Police Vins	2,320.00
CNTY CLERK	100021	41100	1000-10-020-021-0000-41100	FULL/ LTD LIQUOR LICENSES	-
CNTY CLERK	100021	41120	1000-10-020-021-0000-41120	MALT BEV/ CATERING PERMITS	-
CNTY CLERK	100023	43820	1000-10-020-023-0000-43820	REIMBURSEMENT INCOME	-
CNTY CLERK	500569	43180	5000-00-500-569-0000-43180	Game & Fish Vins	-
Total					\$ 69,490.50

Tender Summary:

Cash	Quantity	Total
Coin		
\$ 1s	x1	0
\$ 5s	x5	0
\$ 10s	x10	0
\$ 20s	x20	0
Other		0
Cash Total		0

Checks	xx	69,490.50
Total		\$ 69,490.50

Difference \$

State of Wyoming)

County of Campbell)

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.

WITNESS my hand and seal this 1 day of July 2022

Susan F. Saunders, Campbell County Clerk

BY: [Signature], Deputy



FISCAL YEAR 2021-2022

June 30, 2022

FIB	353153976	49,836.91
FNB	007-8	12,184,637.37
ACH	308-5	0.00
FNB CCSD	086-8	2,500.00
FNB Flex	568-1	24,317.12
FNB Health Benefits	315-8	4,456,413.36
FNB Special Escrow	74-4	16,901,100.19
FNB Airport PFC Account	133-3	335,069.66
FNB Library Credit Card Fees	862-1	2,693.64
FNB Museum Credit Card Fees	11092301	528.61
FNB North Landfill Credit Card Fees	864-8	2,846.17
FNB Narcotics Federal Forfeitures	107-4	0.00
FNB Recreation Credit Card Fees	139-2	12,798.40
FNB State Drug Forfeiture Funds	132-5	22,140.74
FNB Taxes Paid in Protest	2075305	0.73
FNB-CDSCC-Region 13 Preschool Service	24-8	220,819.35
FNB-CDSCC-Early Head Start	91-4	36,840.13
NSF Checks		9,233.05
Long & Short-Treasurer		2,100.00
Clerk-Dist Crt-Sheriff-Engineer-Landfill-Public Health-Parks & Rec-Muser		3,945.63
Cash & Currency		6,150.00
TOTAL CASH ACCOUNTS	34,273,971.06	
TOTAL TDOA'S	253,066,629.35	
Premium & Discounts		22,538.91
WGIF-Building Maintenance		40,796,175.14
WGIF-Campus Maintenance		4,223,981.12
WGIF-Campus Maintenance Tec		2,515,051.45
WGIF-Capital Replacement Reserve		97,065,119.37
WGIF-Fleet Management		7,559,206.92
WGIF-Fleet Mgmt-PLB -City		1,129,616.31
WGIF-Gillette College Activity & Education Center		0.00
WGIF-Gillette College Rodeo		0.00
WGIF-Jt Powers Rec Maint Fund		9,080,112.08
WGIF-Road Equipment		2,743,966.34
WGIF-1% Road Machinery Repl		2,502,633.41
WGIF-Short Term Future Cap Const		13,810,633.15
WYOSTAR-1% Municipalities		1,092,545.34
WYOSTAR-1% Optional		7,567,876.67
WYOSTAR-Cap Fac Excess		2,750.77
WYOSTAR-CCSD Dist Fund		0.00
WYOSTAR-Enhanced 911		435,268.70
WYOSTAR-Fleet Management		0.00
WYOSTAR-General		43,623,768.49
WYOSTAR-General Held Revenues		0.00
WYOSTAR-Health Benefits		3,978,486.28
WYOSTAR-PILT		3,564,094.91
WYOSTAR-Pronghorn Center Main Reserve		1,331,301.06
WYOSTAR-SCFM		5,933,315.17
WYOSTAR-Town of Wright Rec Maintenance		1,672,436.94
WYOSTAR-Wyoming Lottery/Off Track Betting		2,438,289.73
TOTAL		287,363,139.32

181,426,495.29

69,201,844.33

Approved by the Board of County

Commissioners this

day of _____, 2022.

THE STATE OF WYOMING

ss.

County of Campbell

I, Rachael Knust, being first duly sworn according to law, on my oath do depose and say that I am County Treasurer within and for the County of Campbell in the State aforesaid; that the within and foregoing represents a true and correct Trial Balance of my records at the close of business June 30, 2022; that my statement of Cash is just, true and correct, so help me God.

Yvonne Wagner, Deputy
County Treasurer

Subscribed and sworn to be before this 8th day of July, 2022.

Kendra Anderson, Deputy
County Clerk

6/30/2022		
Airport	0.00	0.00
American Road	(0.00)	0.00
Antelope Valley	0.00	0.00
Bennor Estates	0.00	0.00
BOCHES	0.00	0.00
Bond Disclosure	4,500.00	4,500.00
Box N Ranch Rd	0.00	0.00
Brunsen	0.00	0.00
Buckskin	0.00	0.00
Car Company Tax	0.00	0.00
Cash Reserve	15,000,000.00	15,000,000.00
Cemetery	(0.00)	0.00
Central Campbell County	0.00	0.00
Certificates of Purchase	0.00	0.00
City of Gillette	0.00	0.00
Collins Heights	0.00	0.00
Cottonwood I&S	0.00	0.00
County Sales Tax	0.00	0.00
Country Living Acres	0.00	0.00
Countryside I&S	0.00	0.00
Crestview I & S	0.00	0.00
Donkey Creek	0.00	0.00
Eight Mile I&S	0.00	0.00
Fair	0.00	0.00
Fire	0.00	0.00
Foundation	(0.00)	0.00
Fox Park	0.00	0.00
Fox Ridge	0.00	0.00
Freedom Hills	(0.00)	0.00
General County	39,803,688.10	39,803,688.10
Graceland	0.00	0.00
Green Valley Estates	0.00	0.00
Health Benefits Trust	8,434,899.64	8,434,899.64
Heritage Village	(0.00)	0.00
High Country Estates	0.00	0.00
Highway VIN Fees	0.00	0.00
Hospital	0.00	0.00
Hospital Bond	40.43	40.43
Hospital Bond Interest	5.02	5.02
Interstate Industrial	0.00	0.00
Investments-1% Muni Jt Powers	1,092,545.34	1,092,545.34
Investments-1% Optional	7,563,784.75	7,563,784.75
Investments-Building Maintenance	40,796,175.14	40,796,175.14
Investments-Campus Maintenance	4,223,981.12	4,223,981.12
Investments-Campus Tech Center- Fund 004/027	2,515,051.45	2,515,051.45
Investments-Cap Fac Excess	2,750.77	2,750.77
Investments-Capital Replace Reserve	97,065,119.37	97,065,119.37
Investments-Enhanced 911 Fees	465,740.97	465,740.97
Investments-Fleet Management	13,935,422.98	13,935,422.98
Investments-Gillette College	0.00	0.00
Investments-Jt Powers Rec Maintenance - Fund 028	9,080,112.08	9,080,112.08
Investments-PILT	3,564,094.91	3,564,094.91
Investments-Pronghorn Center Main Reserve	1,331,301.06	1,331,301.06
Investments-SCFM County Road Funds	5,933,315.17	5,933,315.17
Investments-Short Term Future Capital Construction-Fund 696	13,810,633.15	13,810,633.15
Investments-Town of Wright Rec Maintenance-Fund 695	1,672,436.94	1,672,436.94
Investments-Wyoming Lottery/Off Track Betting	2,438,289.73	2,438,289.73
Library	0.00	0.00
Little Thunder I&S	0.00	0.00
Lodging Tax	(0.00)	0.00
Los Caballos	0.00	0.00
McKenny	0.00	0.00
Meadow Springs I&S	0.00	0.00
Means	0.00	0.00

Means,Carter,N Hannum	0.00	0.00
Moon Ridge	0.00	0.00
Motor Vehicle County Fees	615,373.06	615,373.06
Motor Vehicle State Fees	84,506.96	84,506.96
Motor Vehicle Non Apportioned Fees	2,113.00	2,113.00
Motor Vehilce Temp Sticker/paper Fee	140.00	140.00
Mobile Machinery County Fees	1,586.91	1,586.91
Mobile Machinery Pro-Rate	1,624.93	1,624.93
Motor Vehicle Pro-Rate	14,382.29	14,382.29
Motor Vehicle In Transit Permit	0.00	0.00
Motor Vehicle Temp Worker Decals	50.00	50.00
Museum	0.00	0.00
North Rangeland	0.00	0.00
Organ Donor Donations	13.00	13.00
Oriva Hills	0.00	0.00
Overbrook I&S	0.00	0.00
Peoples	0.00	0.00
Pineview	0.00	0.00
Pinnacle Heights	0.00	0.00
Prairieview	75,140.05	75,140.05
Predatory	0.00	0.00
Premium & Discounts	22,538.91	22,538.91
Rafter D	0.00	0.00
Recreation	0.00	0.00
Rock Road I&S	0.00	0.00
Rocky Point	0.00	0.00
Rustic Hills	0.00	0.00
Sales & Use Tax	903,349.87	903,349.87
School--1 Mill Optional	0.00	0.00
School--6 Mill County Wide	(4.40)	(4.40)
School--25 Mill Special School	(18.31)	(18.31)
School--BOCES	0.00	0.00
School--Cap Main	0.00	0.00
School--General School	11,830.74	11,830.74
School--Rec Mill	(0.73)	(0.73)
School Bond Redemption	0.00	0.00
School Bond Redemption Interest	0.00	0.00
Small Buttes	0.00	0.00
South Douglas Hwy	0.00	0.00
Southern Industrial	0.00	0.00
Southfork Estates	0.00	0.00
Southside	0.00	0.00
Special Escrow	16,896,600.19	16,896,600.19
Spring Hill Ranch I&S	0.00	0.00
Stonegate Estates	0.00	0.00
Sundog	0.00	0.00
Taxes-Transportable Homes	(0.00)	0.00
Taxes-2023	0.00	0.00
Taxes-Interest 2023	0.00	0.00
Taxes-2022	0.00	0.00
Taxes-Interest 2022	0.00	0.00
Taxes-2021	0.00	0.00
Taxes-Interest 2021	0.00	0.00
Taxes-2020	0.00	0.00
Taxes-Interest 2020	(0.00)	0.00
Taxes-2019	0.00	0.00
Taxes-Interest 2019	(0.00)	0.00
Taxes-2018	(0.00)	0.00
Taxes-Interest 2018	0.00	0.00
Taxes-2017	0.00	0.00
Taxes-Interest 2017	0.00	0.00
Taxes-2016	0.00	0.00
Taxes-Interest 2016	0.00	0.00
Taxes-2015	0.00	0.00
Taxes-Interest 2015	0.00	0.00

Taxes-2014	0.00	0.00
Taxes-Interest 2014	0.00	0.00
Taxes-2013	0.00	0.00
Taxes-Interest 2013	0.00	0.00
Taxes-2012	0.00	0.00
Taxes-Interest 2012	0.00	0.00
Taxes-2011	0.00	0.00
Taxes-Interest 2011	0.00	0.00
Taxes-2010	0.00	0.00
Taxes-Interest 2010	0.00	0.00
Taxes-2009	0.00	0.00
Taxes-Interest 2009	0.00	0.00
Taxes-2008	0.00	0.00
Taxes-Interest 2008	0.00	0.00
Taxes-2007	0.00	0.00
Taxes-Interest 2007	0.00	0.00
Taxes-2006	0.00	0.00
Taxes-Interest 2006	0.00	0.00
Taxes-2005	0.00	0.00
Taxes-Interest 2005	0.00	0.00
Taxes-2004	0.00	0.00
Taxes-Interest 2004	0.00	0.00
Taxes-2003	0.00	0.00
Taxes-Interest 2003	0.00	0.00
Taxes-2002	0.00	0.00
Taxes-Interest 2002	0.00	0.00
Taxes-2001	0.00	0.00
Taxes-Interest 2001	0.00	0.00
Taxes-2000	0.00	0.00
Taxes-Interest 2000	0.00	0.00
Taxes-1999	0.00	0.00
Taxes-Interest 1999	0.00	0.00
Taxes-1998	0.00	0.00
Taxes-Interest 1998	0.00	0.00
Taxes-1997	0.00	0.00
Taxes-Interest 1997	0.00	0.00
Taxes-1996	0.00	0.00
Taxes-Interest 1996	0.00	0.00
Taxes-1995	0.00	0.00
Taxes-Interest 1995	0.00	0.00
Taxes-1994	0.00	0.00
Taxes-Interest 1994	0.00	0.00
Taxes-1993	0.00	0.00
Taxes-Interest 1993	0.00	0.00
Taxes-1992	0.00	0.00
Taxes-Interest 1992	0.00	0.00
Taxes-1991	0.00	0.00
Taxes-Interest 1991	0.00	0.00
Taxes-1990	0.00	0.00
Taxes-Interest 1990	0.00	0.00
Taxes Paid in Protest	0.73	0.73
Town of Wright	0.00	0.00
Veterans Exemptions	0.00	0.00
Watercraft VIN Fees	0.00	0.00
Weed & Pest	(0.00)	0.00
Wessex Impr & Service	0.00	0.00
Wild Horse Creek I&S	0.00	0.00
Wildlife Conservation Donation	24.00	24.00
Wright Water & Sewer	(0.00)	0.00
	287,363,139.32	287,363,139.32
	287,363,139.32	Balance on Daily
	287,363,139.32	Balance on Trial B
	0.00	

SUMMARY

COUNTY TREASURER
of
Campbell County

6/30/2022

THE STATE OF WYOMING

SS.

County of Campbell

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

Yvonne Wagner, Deputy
County Treasurer

Subscribed and sworn to before me this 8th day of July, A.D. 2022.

Kendia Anderson, Deputy
County Clerk

Filed in the office of the County Clerk

, A.D. 2022

County Clerk.

Approved by the Board of County
Commissioners this _ day of _ , A.D. 2022

PAYROLL PAYMENT

FOR THE PAY PERIOD (s) ENDING

June 25, 2022

_____, _____

_____, _____

We do hereby approve the County Payroll as presented this 19th day of July, 2022

Member

Member

Member

Member

Chairman

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING
COUNTY OF CAMPBELL

No: 2021-79

NAME: HARRIS CORP-EXCELIS ADSB

NOTICE ISSUED FOR:

NOVC#

OTHER: DUPLICATE ASSETS ON #P0061633

☐ PARTIAL
☐ REBATE
☒ CANCELLATION

YEAR: 2020

TAX NOTICE NO.**ACCOUNT/PARCEL# 30060025**

DISTRICT NO. 0100

ASSESSED VALUATION: 7,325

AMOUNT:\$ 439.91

AMOUNT: \$ 439.91

Troy S. Clements COUNTY ASSESSOR

APPROVED: ☐ DENIED: ☐

THIS DAY OF _____, 20____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 _____

COUNTY CLERK

Cancellation #2021-79

Campbell County

Rachael Knust, Treasurer
2020 PERSONAL PROPERTY TAX BILL

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

PO. Box 1027
 Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin	Assessed Valuation	
0100	030060025	P0060025	33330006002500	Real Estate Value	0
				Improvements/Buildings Value	0
				Personal Property Value	7,325
				Total Valuation	7,325
				Mill Levy	60.056
				General Taxes	439.91
				Special Taxes	0.00
				Total Tax	\$439.91
				First Installment	\$219.96
				<i>Delinquent after November 10, 2020</i>	
				Second Installment	\$219.95
				<i>Delinquent after May 10, 2021</i>	

HARRIS CORP - EXELIS ADSB
 ATTN PROP TAX COUNSELORS LLC
 PO BOX 3075
 MCKINNEY, TX 75070-3075

*CANCEL -
 Duplicate
 on #00060633*

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

Legal Description
 LOCATION: 2000 AIRPORT DR
 PERSONAL PROPERTY

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			
TAXING AUTHORITY	LEVY	AMOUNT	
CAMPBELL COUNTY GOVERNMENT	11.276	82.60	Please detach and return the installment coupons provided below with payment to: CAMPBELL COUNTY TREASURER PO. Box 1027 Gillette, WY 82717-1027
CNTY HOSPITAL DIST TRUST FUND	3.000	21.98	
CNTY SPEC CEMETERY BOARD TRUST	.826	6.06	
CNTY UNIFIED SPEC DIST TRST FD	25.000	183.12	
CNTY WEED & PEST BOARD TRUST	.454	3.32	
COOPERATIVE HIGHER EDUC SERV	.500	3.66	
COUNTY WIDE SCHOOL TRUST FUND	6.000	43.95	
STATE OF WY FOUND PRG TRST FND	12.000	87.90	
UNIFIED SCHOOL - RECREATION	1.000	7.32	
TOTAL	60.056	439.91	OR PAY YOUR 2020 TAX ONLINE AT: https://itax.tylertech.com/CampbellWY/

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!

**2020 FIRST INSTALLMENT COUPON
 OR TOTAL TAX DUE COUPON**

HARRIS CORP - EXELIS ADSB
 ATTN PROP TAX COUNSELORS LLC
 PO BOX 3075
 MCKINNEY, TX 75070-3075



Parcel#: 030060025

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2020): \$219.96
 Total Tax (Due on or before 12/31/2020): \$439.91

2020 SECOND INSTALLMENT COUPON

HARRIS CORP - EXELIS ADSB
 ATTN PROP TAX COUNSELORS LLC
 PO BOX 3075
 MCKINNEY, TX 75070-3075



Parcel#: 030060025

Second Installment (Due on or before 05/10/2021): \$219.95

7-5-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-80

NAME: HARRIS CORP-EXCELIS ADSB

NOTICE ISSUED FOR:

NOVC#

OTHER: DUPLICATE ASSETS ON #P0061633

☐ PARTIAL
☐ REBATE
☒ CANCELLATION

YEAR: 2021

TAX NOTICE NO.

ACCOUNT/PARCEL# 30060025

DISTRICT NO. 0100

ASSESSED VALUATION: 6,232

AMOUNT:\$ 375.32

 COUNTY ASSESSOR
APPROVED: ☐ DENIED: ☐

THIS _____ DAY OF _____, 20 ____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

Cancellation # 2021-80

Campbell County

Rachael Knust, Treasurer
2021 PERSONAL PROPERTY TAX BILL

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

PO. Box 1027
 Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin	Assessed Valuation	
0100	030060025	P0060025	33330006002500	Real Estate Value	0
				Improvements/Buildings Value	0
				Personal Property Value	6,232

HARRIS CORP - EXELIS ADSB
 ATTN TAX DEPT
 1025 W NASA BLVD
 MELBOURNE, FL 32919-0001

*Cancel -
 Duplicated
 on #P006002533*

Total Valuation	6,232
Mill Levy	60.225
General Taxes	375.32
Special Taxes	0.00
Total Tax	\$375.32
First Installment	\$187.66
<i>Delinquent after November 10, 2021</i>	
Second Installment	\$187.66
<i>Delinquent after May 10, 2022</i>	

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

Legal Description
 LOCATION: 2000 AIRPORT DR
 PERSONAL PROPERTY

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

TAXING AUTHORITY	LEVY AMOUNT	
CAMPBELL COUNTY GOVERNMENT	11.235	70.02
CNTY HOSPITAL DIST TRUST FUND	3.000	18.70
CNTY SPEC CEMETERY BOARD TRUST	.901	5.62
CNTY UNIFIED SPEC DIST TRST FD	25.000	155.80
CNTY WEED & PEST BOARD TRUST	.589	3.66
COOPERATIVE HIGHER EDUC SERV	.500	3.12
COUNTY WIDE SCHOOL TRUST FUND	6.000	37.38
STATE OF WY FOUND PRG TRST FND	12.000	74.78
UNIFIED SCHOOL - RECREATION	1.000	6.24
TOTAL	60.225	375.32

Please detach and return the installment coupons
 provided below with payment to:
 CAMPBELL COUNTY TREASURER
 PO. Box 1027
 Gillette, WY 82717-1027

OR
PAY YOUR 2021 TAX ONLINE AT:
<https://itax.tylertech.com/CampbellWY/>

DUE DATES AND PAYMENT INFORMATION

1st half installments are delinquent after November 10, 2021. 2nd half installments are delinquent after May 10, 2022.

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, 2021

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!

**2021 FIRST INSTALLMENT COUPON
 OR TOTAL TAX DUE COUPON**

HARRIS CORP - EXELIS ADSB
 ATTN TAX DEPT
 1025 W NASA BLVD
 MELBOURNE, FL 32919-0001



Parcel#: 030060025

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): \$187.66
 Total Tax (Due on or before 12/31/2021): \$375.32

2021 SECOND INSTALLMENT COUPON

HARRIS CORP - EXELIS ADSB
 ATTN TAX DEPT
 1025 W NASA BLVD
 MELBOURNE, FL 32919-0001



Parcel#: 030060025

Second Installment (Due on or before 05/10/2022): \$187.66

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-82

NAME: WYO CORK LLC

NOTICE ISSUED FOR:

NOVC#

OTHER: NO BUSINESS

☐ PARTIAL
☐ REBATE
☒ CANCELLATION

YEAR: 2021

30062228

TAX NOTICE NO.

ACCOUNT/PARCEL# 30062228

DISTRICT NO. 0150

ASSESSED VALUATION: 713

AMOUNT:\$ 48.64

 COUNTY ASSESSOR

APPROVED: ☐

DENIED: ☐

THIS _____ DAY OF _____, 20 ____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

Cancellation #2021-82

Campbell County

Rachael Knust, Treasurer
2021 PERSONAL PROPERTY TAX BILL(307) 682-7268
<https://www.ccgov.net/>PO. Box 1027
Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin	Assessed Valuation	
				Real Estate Value	0
0150	0P0062228	P0062228	33330006222800	Improvements/Buildings Value	0
				Personal Property Value	713
				Total Valuation	713
				Mill Levy	68.225
				General Taxes	48.64
				Special Taxes	0.00
				Total Tax	\$48.64
				First Installment	\$24.32
				Delinquent after November 10, 2021	
				Second Installment	\$24.32
				Delinquent after May 10, 2022	

WYO CORK LLC
ATTN JARED STAFFORD
5 OAKMONT CT
SHERIDAN, WY 82801-8200Cancel -
No Business

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

Legal Description

LOCATION: 110 COLLEGE PARK CIR
PERSONAL PROPERTY

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

TAXING AUTHORITY	LEVY AMOUNT	
CAMPBELL COUNTY GOVERNMENT	11.235	8.00
CITY OF GILLETTE TRUST FUND	8.000	5.70
CNTY HOSPITAL DIST TRUST FUND	3.000	2.14
CNTY SPEC CEMETERY BOARD TRUST	.901	.64
CNTY UNIFIED SPEC DIST TRST FD	25.000	17.82
CNTY WEED & PEST BOARD TRUST	.589	.42
COOPERATIVE HIGHER EDUC SERV	.500	.36
COUNTY WIDE SCHOOL TRUST FUND	6.000	4.28
STATE OF WY FOUND PRG TRST FND	12.000	8.56
UNIFIED SCHOOL - RECREATION	1.000	.72
TOTAL	68.225	48.64

Please detach and return the installment coupons
provided below with payment to:
CAMPBELL COUNTY TREASURER
PO. Box 1027
Gillette, WY 82717-1027OR
PAY YOUR 2021 TAX ONLINE AT:
<https://itax.tylertech.com/CampbellWY/>

DUE DATES AND PAYMENT INFORMATION

1st half installments are delinquent after November 10, 2021. 2nd half installments are delinquent after May 10, 2022.

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, 2021

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!

2021 FIRST INSTALLMENT COUPON
OR TOTAL TAX DUE COUPONWYO CORK LLC
ATTN JARED STAFFORD
5 OAKMONT CT
SHERIDAN, WY 82801-8200

Parcel#: 0P0062228

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): \$24.32
Total Tax (Due on or before 12/31/2021): \$48.64

2021 SECOND INSTALLMENT COUPON

WYO CORK LLC
ATTN JARED STAFFORD
5 OAKMONT CT
SHERIDAN, WY 82801-8200

Parcel#: 0P0062228

Second Installment (Due on or before 05/10/2022): \$24.32

FY 22-23
effective date 7/1/22

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
FROM: Dwayne Dillinger
DATE: 7/11/22
SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
7/11/22	\$39,000	100771-68200	Cap Outlay-Equipment	100775-68200	Cap Outlay-Equipment

Department Head Signature: Dwayne Dillinger 7/12/22

Commissioner Signature: _____

FY 22-23
effective date 7/1/22

BA

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
FROM: Parks & Recreation, Parks
DATE: 7-12-2022
SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
7-12-2022	\$4,800	100772-64000	Supplies	100772-68200	Cap Outlay-Equipment

Department Head Signature: *Dwight D. Kelly* / *1gd 7/12/22*

Commissioner Signature: _____

Justification on capital purchase and line-item transfer of money from operational to capital

Each year, Parks and Recreation budgets money in supplies/general equipment for Zamboni blade sharpening. Half of the blades (30) are sent to R&R Specialties, an out of state company at approximately \$80 per blade (includes shipping) and the other half (30) are taken to a company in Sheridan that charges half the cost at approximately \$40 per blade (includes shipping) but does not sharpen the blades as precisely as the out of state company. The total cost is \$3600 per year approximately. The reason two companies are used is because the blades that are used at Spirit Hall need that more precise sharpening to make the ice flat and smooth and they host most games. The blades brought to the Sheridan company are used at the Campbell County Ice Arena because they rarely host games. (Note: these costs are approximate because shipping costs vary from year to year.)

A RARE refurbished blade sharpener has become available from R&R Specialties. This is the company that costs \$80 per blade when sending the blades to be sharpened. They are asking \$4800 to purchase the refurbished blade sharpener. (Parks and Recreation has looked at building our own sharpener but the cost to do so would be around \$10,000 and there is no guarantee that it would sharpen as precisely as the refurbished sharpener would.) A new sharpener would cost \$30,000 – 50,000. R&R just purchased a new sharpener that does 3 blades at a time for \$50,000 that is why this refurbished used sharpener became available.

Parks and Recreation would like to purchase this to save the county thousands of dollars in shipping and sharpening costs annually. In addition, because there is no company in this region that sharpens blades, Rapid City, Casper and others could potentially bring their blades here and the county could charge them which would bring in revenue on a yearly basis.

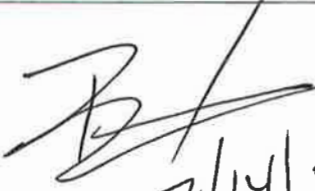
The only two companies that can sharpen in this region are L&H Welding but their cost to do it is \$500 per blade and a company out of Sheridan which charges the \$40 per blade but is often too busy and unable to sharpen them the way that is needed.

Parks and Recreation would like to move \$4800 from operational costs in 100772-64000 to capital-outlay to purchase this equipment as soon as possible. The department has a pallet of blades that is ready to ship to R&R Specialties to get them back in time for the season but would not have to be shipped if this purchase is approved.

Thank you for your consideration of this purchase.

Position Vacancy Justification

Department:	Airport			Date:	7/14/2022
Position Title:	Airport Operations Tech I				
Classification Grade:	105	Current Salary of Incumbent:	21.00		
Salary Range:	Min \$18.35	Mid \$23.31	Max \$28.27		
Justification for Hiring Position:	Filling existing budgeted position due to termination				
Termed Incumbent:					
Position Originated:					
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: Yes		Replacement due to Retirement: No		New Position: No
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	 7/14/2022				
Commissioner Approval & Date:					


 7/14/2022

2022-086

Position Vacancy Justification

Department:	Public Works – Solid Waste		Date:	July 19, 2022	
Position Title:	Equipment Operator				
Classification Grade:	106	Current Salary of Incumbent:	\$56,827.20		
Salary Range:	Min \$41,974.40	Mid \$53,320.80	Max \$64,667.20		
Justification for Hiring Position:	Retirement of incumbent.				
Termed Incumbent:					
Position Originated:	Budgeted position for FY22-23				
Funding Source for Position:	County: 100%	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time X	Part-Time	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	 7/13/2022				
Commissioner Approval & Date:					

 7/15/2022

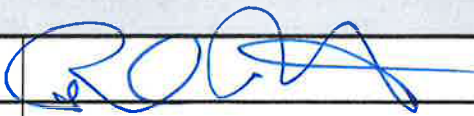
2022-084

Position Vacancy Justification

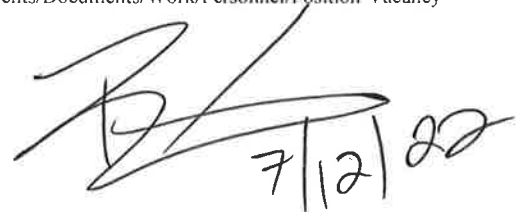
Department:	Treasurer's Office		Date:	01/4/2021	
Position Title:	Deputy County Treasurer I				
Classification Grade:	103	Current Salary of Incumbent:	\$40,872.00		
Salary Range:	Min \$30,513.60	Mid \$38,136.48	Max \$45,763.77		
Justification for Hiring Position:	Resignation of Clerk I				
Termed Incumbent:					
Position Originated:	Previously Budgeted				
Funding Source for Position:	County: Yes/No	State: Yes/No	Federal: Yes/No	Other: Yes/No	Explain Other:
Status Code:	Full-Time Yes/No	Part-Time Yes/No	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Termination: X		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes/No				
Benefit Eligible:	Yes/No				
Department Head Signature & Date					
Commissioner Approval & Date:					

2022-085

POSITION VACANCY JUSTIFICATION

Department:	ITS			Date:	7-11-22		
Position Title: System Support Analyst							
Classification Grade:	111			Current Salary:	N/A		
Salary Range: \$65,790.40							
Minimum:	x	Mid-Point:		Maximum:			
Position Justification: Current staff member is retiring at end of July.							
Termed incumbent:							
Position Originated:							
Funding Source for Position:	County	x		State		WIC Program	
	Federal			Other		(Please explain)	
Classification:	Full Time	x	Part Time		Number of Hours		
	Exempt		Non-Exempt				
Reason for Vacancy:	Replacing Termination		x	New Position			
Existing Budgeted Position:	Yes	x	No		If No, Please explain:		
Benefit Eligible:	Yes	x	No		Please explain:		
Department Head Signature:							
Commissioner Approval:							

Routing: Original: HR for review; HR forward to Commissioners' for approval & signature; return to HR; HR file and
[https://campbellcountywy-my.sharepoint.com/personal/pwh23_campbellcountywy_gov/Documents/Documents/Work/Personnel/Position Vacancy Justification Form - Beth Retire.docx](https://campbellcountywy-my.sharepoint.com/personal/pwh23_campbellcountywy_gov/Documents/Documents/Work/Personnel/Position%20Vacancy%20Justification%20Form%20-%20Beth%20Retire.docx)



7/12/22

The following page(s) contain the backup material for Agenda Item: [9:05 Maternal & Child Health \(MCH\) Services 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.

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

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, and Campbell County (County), whose address is: 2301 South 4J Road, Gillette, Wyoming 82717. This MOU concerns the Maternal and Child Health Unit.
2. **Purpose of MOU.** The purpose of this MOU is to set forth the terms and conditions by which the County shall provide home visitation services, Children's Special Health (CSH) Program services, and other Maternal and Child Health (MCH) services that support Title V MCH Block Grant priorities.
3. **Term of MOU.** This MOU is effective when all parties have executed it (Effective Date). The Performance Period of this MOU is from July 1, 2022 through June 30, 2024. All services shall be completed during this Performance Period.

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

4. **Payment.**
 - A. The Agency agrees to pay the County for the services described in Section 5, below, and in Attachment A, which is attached to and incorporated into this MOU by this reference. Total payment under this MOU shall not exceed one hundred sixty-one thousand dollars (\$161,000.00). Payment shall be made in accordance with the respective pay schedule and requirements as outlined in each Attachment. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. County shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this MOU.
 - (i) Total federal funds provided under ALN #93.558 shall not exceed eighty-five thousand dollars (\$85,000.00).
 - (ii) Total state general funds provided under this MOU shall not exceed seventy-six thousand dollars (\$76,000.00).
 - B. No payment shall be made for work performed outside of the Performance Period of this MOU. Should the County fail to perform in a manner consistent with the terms and conditions set forth in this MOU, payment under this MOU may be withheld until such time as the County performs its duties and responsibilities to the satisfaction of Agency.

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

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

- A. Provide the services and comply with the duties described in Attachment A.
- B. Abide by the terms of the Business Associate Agreement (BAA), Attachment B, which is attached to and incorporated into this MOU by this reference.
- C. If the County does not intend to fully expend the grant award, complete and return to the Agency Attachment C, Diversion of Funds, which is attached to and incorporated into this MOU by this reference.

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

- A. Pay County in accordance with Section 4 above.
- B. Provide support as described in Attachment A.
- C. Monitor and evaluate the County's compliance with the conditions set forth in this MOU.

7. **Special Provisions.**

- A. **Assumption of Risk.** The County shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the County's failure to comply with state or federal requirements. The Agency shall notify the County of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** County agrees all activities under this MOU will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this MOU may be terminated without penalty if a private entity that receives funds under this MOU:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the

award.

- D. Kickbacks.** County certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this MOU, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this MOU. If County breaches or violates this warranty, Agency may, at its discretion, terminate this MOU 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 MOU, County certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by County or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, MOU, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this MOU that are performed by County or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this MOU; and to observe personnel in every phase of performance of MOU related work.
- G. Nondiscrimination.** The County shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this MOU.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this MOU, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the County and related to the services and work to be performed under this MOU, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Administration of Federal Funds.** County agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.* any additional requirements set forth by the federal funding agency; all

applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.

- K. Copyright License and Patent Rights.** County acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this MOU; and (2) any rights of copyright to which County purchases ownership using funds awarded under this MOU. County must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this MOU.
- L. Federal Audit Requirements.** County agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. County agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this MOU, County shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- M. Non-Supplanting Certification.** County hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. County should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this MOU.
- N. Program Income.** County shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this MOU must be used to increase the scope of the program or returned to Agency.
- O. Health Equity.** The County shall ensure that services are equitable to under-resourced, socially disadvantaged, and ethnically diverse groups; provide services that are culturally and linguistically appropriate; collect demographic information, to the extent practicable; and engage in partnerships with other public or private providers to eliminate health disparities and improve the health of all people.

8. General Provisions.

- A. Amendments.** 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 by all parties to this MOU.

- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this MOU 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 MOU as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this MOU and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and MOU 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 MOU without the prior written consent of the other party. The County shall not use this MOU, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the County which are pertinent to this MOU. The County shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the County which are pertinent to this MOU. The County shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the MOU, the MOU may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the County at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related MOUs.** The Agency may award supplemental or successor MOUs for work related to this MOU or may award MOUs to other recipients for work related to this MOU. The County shall cooperate fully with other recipients and the Agency in all such cases.
- G. Compliance with Laws.** The County shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this MOU.

H. Confidentiality of Information.

- (i) Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the County in the performance of this MOU shall be kept confidential by the County.
- (ii) To the extent information related to the performance of this MOU qualifies as protected health information (PHI), the County shall abide by the terms of the Business Associate Agreement, Attachment B.
- (iii) To the extent information related to the performance of this MOU does not qualify as PHI, the County may not disclose the implicated information unless written permission is granted by the Agency for its release. If County receives a request for information that does not qualify as PHI, County shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

I. Entirety of MOU. This MOU, consisting of thirteen (13) pages; Attachment A, Maternal and Child Health Statement of Work, consisting of nine (9) pages; Attachment B, Business Associate Agreement, consisting of five (5) pages; and Attachment C, Diversion of Funds, consisting of one (1) page, represent the entire and integrated MOU 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 MOU and the language of any attachment or document incorporated by reference, the language of this MOU shall control, with the exception of that contained in Attachment B, Business Associate Agreement.

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

K. Extensions. Nothing in this MOU shall be interpreted or deemed to create an expectation that this MOU will be extended beyond the term described herein. Any extension of this MOU 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 MOU or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the MOU.

L. Force Majeure. Neither party shall be liable for failure to perform under this MOU if such failure to perform arises out of causes beyond the control and without the fault or negligence of the non performing 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 MOU shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The County shall function as an independent contractor for the purposes of this MOU and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this MOU, the County shall be free from control or direction over the details of the performance of services under this MOU. The County shall assume sole responsibility for any debts or liabilities that may be incurred by the County in fulfilling the terms of this MOU and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this MOU. Nothing in this MOU shall be interpreted as authorizing the County or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency except as authorized by this MOU. The County agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the County or the County's agents or employees as a result of this MOU. Nothing in this MOU shall be deemed to change, modify or increase such benefits to either party or its employees.
- O. Notices.** All notices arising out of, or from, the provisions of this MOU shall be in writing either by regular mail or delivery in person at the addresses provided under this MOU.
- P. Ownership and Return of Documents and Information.**
- (i)** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the County in the performance of this MOU.
 - (ii)** To the extent information related to the performance of this MOU qualifies as PHI, County shall handle the information consistent with the Business Associate Agreement, Attachment B.
 - (iii)** To the extent information related to the performance of this MOU does not qualify as PHI, County agrees to return all original and derivative information and documents owned by the Agency to the Agency in a useable format upon termination of services, for any reason. 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.

(iv) County is the official custodian and owns all data produced in the performance of any work outside the scope of this MOU. Agency is not responsible for maintaining the privacy or security of County data produced and maintained in the performance of any work outside the scope of this MOU, except as otherwise required by law.

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

R. Prior Approval. This MOU shall not be binding upon either party, and the Wyoming State Auditor shall not draw warrants for payment, until this MOU 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. § 9-2-3204(b)(iv).

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

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

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

(iii) 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.

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

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

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

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

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

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

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

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

The County shall provide the Agency with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Agreement, if such coverage is required by law. If workers' compensation coverage is obtained by County through the Wyoming Department of Workforce Services' workers' compensation program, County shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Agreement, with minimum limits as follows:

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

- (iii) Unemployment Insurance. The County shall be duly registered with the

Department of Workforce Services and obtain such unemployment insurance coverage as required. The County shall supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage.

- (iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.
- (v) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the County's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Agreement, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence; and
 - (b) \$1,000,000.00 general aggregate.

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

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

- W. Taxes.** The County shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- X. Termination of MOU.** This MOU may be terminated a) by Agency at any time for failure of the County to comply with the terms and conditions of this MOU; b) by Agency, without cause, upon thirty (30) days prior written notice to the County; or c) upon mutual written agreement by the parties.
- (i) Agency or County may terminate, in writing, Attachment A, Maternal and Child Health Statement of Work, by amendment under Section 8.A should Agency or County desire to remove the specific Statement of Work.
 - (ii) Upon termination of this MOU for any reason, the County shall handle information related to the performance of this MOU that qualifies as PHI pursuant to the Business Associate Agreement, Attachment B.
 - (iii) Upon termination of this MOU for any reason, the County shall handle information related to the performance of this MOU that does not qualify as PHI consistent with Sections 8.H and 8.P of this MOU.
- 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 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.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this MOU.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this MOU.
- BB. Waiver.** The waiver of any breach of any term or condition in this MOU 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 MOU 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 MOU. Delivery by the County of an originally signed counterpart of this MOU by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency. The County's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the Agency within five (5) business days shall be

considered a material breach and may result in immediate termination of this MOU by the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this MOU, either personally or 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.

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

AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION

Stefan Johansson, Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

COUNTY: CAMPBELL COUNTY

Chairman, Campbell County Board of Commissioners

Date

COUNTY ATTORNEY: APPROVAL AS TO FORM

Campbell County Attorney

Date

COUNTY CLERK'S ATTESTATION

Campbell County Clerk

Date

CAMPBELL COUNTY HEALTH DEPARTMENT

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

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 * 223600

Cole R. White, Assistant Attorney General

06-23-2022

Date

The following page(s) contain the backup material for Agenda Item: [9:10 Prevention Management 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.



Public Health Division
122 W 25th Street, 3rd Floor West
Cheyenne, WY 82002
Phone (307) 777-7656 • 1-866-571-0944
Fax (307) 777-7439 • www.health.wyo.gov



Stefan Johansson
Director

Mark Gordon
Governor

June 29, 2022

Campbell County
500 South Gillette Avenue, Suite 1600
Gillette, Wyoming 82716

Dear County:

Please find enclosed the agreement to complete annual community prevention grant program work. Please review, sign and date, where indicated in BLUE INK, before returning all documents to my attention at the address above.

Included with this agreement are three attachments.

- A. Attachment A, Statement of Work, is incorporated into the contract and should be **reviewed** when the contract is signed.
- B. Attachment B, Point of Contact Information Form, is a form used to delineate responsibilities for the grant and communicate to the Wyoming Department of Health whom is responsible for certain grant decisions. The County Prevention Specialist and the reimbursement signatory cannot be the same individual. Page two is new this year to formalize the approval process of work plan changes. The "red ink" examples should be replaced with county specific directives based on the desire of oversight and level of approval needed for work plan changes. This attachment **must be signed** by the same County Commissioner who signs the agreement.
- C. Attachment C, Diversion of Funds, is also a new attachment this year and should be reviewed when the agreement is signed. However, this form **does not to be completed** until the County recognizes they do not plan to spend the entire award and would like to divert funds to other prevention efforts.

Please contact me at (307) 777-3357 or clayton.long@wyo.gov with any questions.

Thank you for making Wyoming the best place to live, work and play.

Sincerely,

A handwritten signature in blue ink, appearing to read "Clayton W. Long", with a stylized flourish at the end.

Clayton W. Long
Prevention Grants and Contract Specialist

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

1. **Parties.** The parties to this Grant Agreement (Agreement) are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, and Campbell County (County), whose address is: 500 South Gillette Avenue, Suite 1600, Gillette, Wyoming 82716. This Agreement concerns the Community Prevention Unit.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the County shall use funds for activities designed to prevent the use, misuse, or abuse of tobacco, alcohol, or controlled substances, and activities designed to prevent suicide through the Community Prevention Grant Program.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of this Agreement is from July 1, 2022 through June 30, 2024. All services shall be completed during this Performance Period. This Agreement may be extended twice by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.
4. **Payment.**
 - A. The Agency agrees to pay the County for the services described in Section 5, below, and in Attachment A, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed five hundred fourteen thousand, three hundred sixty two dollars (\$514,362.00). Federal funds are provided under the following Assistance Listing Numbers: 93.243, 93.959, and 93.387. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. County shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement and corresponding State and Federal regulations.
 - B. No payment shall be made for work performed outside of the Performance Period of this Agreement. Should the County fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the County performs its duties and responsibilities to the satisfaction of Agency.
 - C. When the County is working at a location requiring an overnight stay, the County shall be reimbursed at the rates set out in Wyo. Stats. §§ 9-3-102 and 9-3-103.
5. **Responsibilities of County.** The County agrees to:

- A. Provide the services and comply with the duties described in Attachment A, Statement of Work.
- B. Complete and ensure the Point of Contact Information Form, Attachment B, which is attached and incorporated into this Agreement by this reference, remains updated to reflect the designation and authority of required personnel. County will be responsible for updating the Point of Contact Information Form as necessary.
- C. In the event that the County will not be expending the full funding amount allocated in this Agreement, the County will complete the Diversion of Funds Form, Attachment C, which is attached and incorporated into this Agreement by this reference, granting the Agency the right to repurpose funding to projects supporting community prevention efforts in Wyoming.
- D. Monitor and evaluate the County's compliance with the conditions set forth in this Agreement.

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

- A. Pay County in accordance with Section 4 above.
- B. Provide support as described in Attachments A.
- C. Monitor and evaluate the County's compliance with the conditions set forth in this Agreement.

7. **Special Provisions.**

- A. **Assumption of Risk.** The County shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the County's failure to comply with state or federal requirements. The Agency shall notify the County of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** County agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or

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

- D. Kickbacks.** County certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If County breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities.** By signing this Agreement, County certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by County or its subcontractors 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 Agreement that are performed by County or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- G. Nondiscrimination.** The County shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

Federal law requires the County to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the County and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

- J. Suspension and Debarment.** By signing this Agreement, County certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, County agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- K. Administration of Federal Funds.** County agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** County acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which County purchases ownership using funds awarded under this Agreement. County must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- M. Federal Audit Requirements.** County agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. County agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, County shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification.** County hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. County should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- O. Program Income.** County shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

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

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The County shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the County which are pertinent to this Agreement. The County shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the County which are pertinent to this Agreement. The County shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the County at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Agreements.** The Agency may award supplemental or successor Agreements for work related to this Agreement or may award Agreements to other contractors for work related to this Agreement. The County shall cooperate fully with other contractors and the Agency in all such cases.
- G. Compliance with Laws.** The County shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the County in the performance of this Agreement shall be kept confidential by the County unless written permission is granted by the Agency for its release. If and when County receives a request for information subject to this Agreement, County shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement.** This Agreement, consisting of eleven (11) pages; Attachment A, Statement of Work, consisting of seven (7) page(s); Attachment B, Point of Contact Information Form, consisting of two (2) page(s); and Attachment C, Diversion of Funds Form, consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** County shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing County's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits

delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The County shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the County shall be free from control or direction over the details of the performance of services under this Agreement. The County shall assume sole responsibility for any debts or liabilities that may be incurred by the County in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the County or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The County agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the County or the County's agents or employees as a result of this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the County in the performance of this Agreement. Upon termination of services, for any reason, County agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Patent or Copyright Protection.** The County recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the County or its subcontractors will violate any such restriction. The County shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Agreement shall not be binding upon either party, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General,

filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

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

- (i) All policies shall be primary over any insurance or self-insurance program carried by the County or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against County or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (ii) The County shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iii) 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.
- (iv) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency's option, obtain and maintain, at the expense of the County, such insurance in the name of the County, or subcontractor, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the County under this Agreement.
- (v) All policies required by this Agreement shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vi) 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) 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.
- (iii) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Contractor's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence; and
 - (b) \$1,000,000.00 general aggregate.

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

- U. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- V. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the County expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. 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 County shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- X. **Termination of Agreement.** This Agreement may be terminated a) by either party at any time for failure of the other party to comply with the terms and conditions of

this Agreement; b) by either party, without cause, upon thirty (30) days prior written notice to the other party; or c) upon mutual written agreement by the parties.

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:

Wyoming Department of Health, Public Health Division

Stefan Johansson, Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

COUNTY:

Campbell County

Chairman
Campbell County Board of Commissioners

Date

COUNTY ATTORNEY: APPROVAL AS TO FORM

Campbell County Attorney's Office

Date

COUNTY CLERK'S ATTESTATION

Campbell County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 # 223144

Cole R. White, Assistant Attorney General

06-20-2022

Date

General Description

This document is a Statement of Work (SOW) to identify and describe the important milestones and deliverables for the Agreement between the Wyoming Department of Health, Public Health Division (Agency) and Campbell County (County). Services shall be provided to the entire county population as resources and capacity allow.

Notification

To ensure coordination between the Agency and County, the County shall timely notify the Agency of developments that significantly impact the Grant-supported deliverables. Notification within ten (10) business days shall be given to the Agency in the case of problems, delays, or adverse conditions which materially impair the County's ability to meet the deliverables of the Agreement. This notification shall include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

All expenses must be allowable, reasonable, and necessary. Expenses must be allocable to the funding and deliverables; they must be given consistent treatment by applying generally accepted accounting principles appropriate to the circumstances.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

Timeline and Deliverables

The following outline shows specific tasks, milestones, and completion dates for the Agreement.

Task	Description	Date
1.	Community Prevention Grant Personnel	
A.	County will appoint at least two (2) people for the management and implementation of the Agreement associated with the Community Prevention Grant Program. i. One county-level person to be responsible for Agreement oversight to include administration, tracking, reporting and Agreement compliance to be referred to as the Contract Manager. ii. A second person will be responsible for carrying out and meeting requirements of the Statement of Work to be referred to as the County Prevention Specialist. Alternatively, the County may sub-contract with a third party for this work.	Prior to first payment
B.	County will complete the Point of Contact Information Form, Attachment B, to designate the Contract Manager, the County Prevention Specialist, the Reimbursement Signatory, and work plan approval levels. County will be responsible for updating the Point of Contact Information Form as necessary.	Prior to first payment
2.	Work Plan	
A.	Utilize county-level data to assess needs and identify strategies for each focus area. Data must be from a reliable and verifiable source.	Prior to work plan submission
B.	Through a collaborative effort with one (1) or more local prevention coalitions focused on substance abuse prevention and suicide prevention, complete a twenty-four (24) month work plan with an associated budget utilizing the Strategic Prevention Framework model. i. The County must use the work plan template provided by the Agency. ii. The County must address each of the four (4) National Tobacco Control Program (NTCP) goals. iii. All strategies in the work plan must be evidence-based. iv. It is recommended that the County reference the Wyoming State Alcohol Plan, the Centers for Disease Control and Prevention (CDC) Best Practices for Comprehensive Tobacco Control Programs, and the state suicide prevention plan, to include the national and state suicide prevention goals. The Agency will provide planning documents and technical assistance to aid with this process. v. The Agency and County will work together and negotiate final approvals. Strategies in the work plan must provide a mix of Center for Substance Abuse Prevention six major prevention strategies and activities which seek to improve health equity and improve systems.	Prior to first payment,

C.	The Agency shall monitor work plan progress through the timely completion of the activities identified in the work plan. Technical assistance will be available for all deliverables. County utilization of technical assistance will be required if planned activities are not completed.	Ongoing
3.	Implementation	
A.	Work with a local prevention coalition to implement the jointly approved work plan and strategic plan(s), with fidelity to the Strategic Prevention Framework model.	Following joint approval of plans.
B.	Work with at least one (1) local prevention coalition or advisory council. i. Membership should consist of a diverse and relevant stakeholder group. Local prevention coalitions must include representation from the following groups: community stakeholders, community leaders, local public health, law enforcement, and multi-disciplinary and diverse community partners such as healthcare systems, housing, businesses, faith-based organizations, and education. ii. Educate the local prevention coalition(s) and other stakeholders on the Strategic Prevention Framework model principles. iii. Keep and make available for public view, agendas and minutes of local prevention coalition meetings, advisory council meetings, or other public meetings upon written request. iv. The County will have a memorandum of understanding signed by the County and the local prevention coalition in place.	Ongoing
C.	Provide information to the Agency and Agency contractors for reporting, evaluation, and additional requests by the Agency as outlined in the Community Prevention Guidance documents, which are incorporated into the Agreement by this reference, including any future revisions. i. On at least a monthly basis, update information within an Agency provided strategy management system. ii. On at least a monthly basis, monitor outcomes and information within the strategy management system in order to manage performance and make quality improvement adjustments as necessary. iii. On a quarterly basis, complete the Partnerships for Success Quarterly Reporting form.	Ongoing
D.	Utilize available technical assistance to ensure maximum outcomes.	Ongoing
4.	Professional Development	
A.	Ensure at least one (1) person in each County that receives funding through the Grant attends one (1) statewide training, per Grant award year, at the discretion of the Agency. The Agency may suggest or help facilitate additional statewide or regional trainings.	June 30, 2024

B.	Encourage and provide support to at least one (1) person in each County that receives funding by the Grant to be certified as a prevention professional through an Agency-approved credentialing organization.	Ongoing
C.	Ensure appropriate Grant personnel or stakeholders attend the Substance Abuse Prevention Specialist Training within six (6) months of hire date. Encourage and provide support to personnel funded by the Grant to attend other trainings suggested by the Agency.	Ongoing
D.	Specialized technical assistance will be provided regularly and as needed by the Agency or another contractor.	Ongoing
E.	Request additional technical assistance when need is identified by County or Agency.	Ongoing
5.	Additional Provisions	
A.	Complete a monthly time study of Grant-funded personnel time and effort spent on adult overconsumption, underage alcohol and youth marijuana use, tobacco prevention, opioid/prescription drug misuse/abuse and other drugs, suicide prevention, and any other topics. All time studies shall be documented on the Agency provided reimbursement request. The Agency and County will work together to streamline this reporting as possible.	Ongoing
B.	Complete and submit timely reimbursement requests and supporting documentation on a template provided by the Agency by the 15 th of each month. Reimbursement should be requested within three (3) months of the expenditure date.	Monthly
C.	Adhere to the Community Prevention Guidance document.	Ongoing
D.	Notify the Agency, in writing, within ten (10) business days of any personnel change related to this Agreement.	Ongoing
E.	Allow the Agency or its designee to conduct periodic on-site fiscal monitoring and evaluations of the services performed by the County under this Agreement.	Ongoing
F.	Submit changes in writing (includes submission by email) to the Agency for work plans or budget reallocations. The Agency and County will work collaboratively to approve the final changes. i. County should designate authority to individuals to approve work plan changes through the point of contact information form. ii. County shall provide the Agency with a written explanation of any changes. iii. The Agency and County will work collaboratively to approve the changes within thirty (30) days of the submission date.	Ongoing
G.	County shall designate appropriate members to meet with the Agency on a monthly basis, as mutually agreed upon by the Agency and County to discuss deliverable performance, community success and barriers, system quality improvement, and other issues as necessary.	Ongoing
H.	Ensure any individually identifiable health information or any data that constitutes protected health information under the Health	Ongoing

	Insurance Portability and Accountability Act (HIPAA) will not be collected, obtained, or shared directly or indirectly without written permission from the Agency. Exceptions to this may be granted at the discretion of the Agency.	
I.	Ensure that funding provided under this Agreement will not be utilized by funded personnel to attempt to influence government officials or elected representatives in regard to appropriation(s), legislation, or legislative policy. Attempts to influence government officials includes, but is not limited to, requests for appropriations or unsolicited opinions on legislative changes that affect the delivery of prevention programs using any means of communication. Education on the impact of tobacco, substance abuse and suicide at the community level is allowed. This restriction does not apply to elected county officials or their representatives not directly employed with Grant funding, and local prevention coalition members not directly employed with Grant funding, however, funding from this Grant may not be used to fund such activities.	Ongoing
J.	Ensure funds are not used for restricted activities including, but not limited to: DUI education; substance abuse assessments; individual client services; capital construction projects or the purchase of buildings or other long-term capital investments unless otherwise specifically provided herein; endowment funding; religious purposes; grants to individuals; payment of deficits or retirement of debt; supplanting; programs or services that deny service based on sex, color, race, religion, national origin, sexual orientation, or disability; any program or organization with a direct conflict of interest.	Ongoing
K.	To ensure coordinated statewide public information, County is encouraged to collaborate with the Agency on their statewide media campaign. All media shall be in accordance with the media guidance provided in the Community Prevention Guidance Document. If County includes the Agency logo, the media must be pre-approved by the Agency. The Agency Public Information Officer is available to assist with media, as needed.	Ongoing
Agency agrees to:		Date
6.	Agency Provisions	
A.	Conduct support visits which may entail attending local prevention coalition meetings, conducting a fiscal review and fidelity check, and other community level activities as schedules, funding, and technology allows.	Ongoing
B.	Monitor outcomes and information within the strategy management system in order to assist County personnel in managing performance and making quality improvement adjustments as necessary.	Monthly
C.	Provide guidance documents, community environmental scan documents and process, work plan process and documents, capacity	Within fifteen (15) days of the Effective Date.

	enhancement process and documents, media protocol, and expense coding and invoice. Collaborate with the County to modify reporting documents and processes based on feedback from County.	
D.	Review and work with the County and communities to develop work plan and strategic plan(s).	Ongoing
E.	Provide training, guidance, and evaluation to the County and local prevention coalitions as needed, requested, and as resources allow.	Ongoing
7.	Budget	
Budget amounts and payment schedule will follow the County’s Grant Application, which is incorporated into the Agreement by this reference.		
A.	Community Prevention Services Delivery i. Includes salary and benefits, equipment and supplies, and operational support directly associated with the Agreement. ii. Operational supports include, but are not limited to, communication, internet, copies, fax, office supplies/equipment purchases and rentals, office space, utilities, and postage directly associated with the Agreement. iii. Annual time and effort for each category should follow these funding allocations as determined in the County’s work plan.	
B.	Community Prevention Services Implementation i. Allocation of funding for community development of education/information dissemination and implementation of work plan shall be used to support evidence-based strategies and implementation plans. ii. Funding allocation for implementation activities in each category will be determined after completion of the work plan. The following is provided as allowable percentage allocation in each category: 22% - 28% Suicide Prevention; 20% - 26% Adult Overconsumption Prevention; 20% - 26% Underage Alcohol and Youth Marijuana Use Prevention; 22% - 28% Tobacco Prevention and 4%-10% Opioid/Prescription Drug and Other Drug Prevention.	
C.	Capacity Enhancement i. Allocation of funding for development of community and organizational capacity based on needs identified in the capacity evaluation completed by the contracted evaluator. Funding shall be used to support evidence-based strategies and implementation plan.	
D.	Technical Assistance i. Technical assistance is critical to the success of community programs. Agency provides technical assistance, but the County may use Grant funds to pay invoiced costs for technical assistance when deemed necessary.	
E.	Indirect i. Shall be paid at a maximum of 10% of invoiced expenditures. County must make request for indirect costs both in the approved budget and on reimbursement requests. Indirect expenses are those that are shared amongst multiple County functions or programs and contribute to the County’s cost of administering the Agreement. Examples include general office equipment such as copiers and fax machines; personnel such as fiscal, human resources, or administrative services,	

	general facilities, maintenance, or other costs not associated directly with the Agreement.
F.	Return of funds to the Agency
	i. In the event that the County will not be expending the full funding amount allocated in this Agreement, the County may complete the Diversion of Funds Form, Attachment C, granting the Agency the right to repurpose funding to projects that support community prevention efforts.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.



2022-2024 Community Prevention Grant (CPG) Point of Contact Information Form

County Name : Campbell	County Mailing Address: 500 S Gillette Ave, Suite 1600, Gillette, Wyoming 82716
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Contract Manager	The Contract Manager is responsible for Agreement oversight to include administration, tracking, reporting, and Agreement compliance.
Name and Title:	
Phone Number:	
Email:	

County Prevention Specialist	The County Prevention Specialist is responsible for carrying out and meeting the requirements of the Statement of Work.
Name:	
Organization:	
Phone Number:	
Email:	

Reimbursement Signatory	The Reimbursement Signatory is responsible for approving reimbursement requests submitted by the County Prevention Specialist. This should be someone other than the County Prevention Specialist.
Name and Title:	
Phone Number:	
Email:	



2022-2024 Community Prevention Grant (CPG) Point of Contact Information Form

Work Plan Approval	The County agrees to allow the following individuals to approve changes to the work plan and work plan budget as follows: (Information listed in red is an example and should be modified to meet your needs)
Name and Title:	xxx, Community Prevention Specialist
Authorized to Approve at one time:	10% of award between approved strategies, 5% of award to new strategies
Authorized to Approve during the period of performance:	25% of award
Email:	
Name and Title:	xxx, Contract Manager
Authorized to Approve at one time:	25% of award between approved strategies, 10% of award to new strategies
Authorized to Approve during the period of performance:	50% of award
Email:	
Name and Title:	xxx, Reimbursement Signatory
Authorized to Approve at one time:	50% of award between approved strategies, 25% of award to new strategies
Authorized to Approve during the period of performance:	75% of award
Email:	

By signing this form, I attest that these individuals will serve as the main point of contact for the Community Prevention Grant Award Agreement. I authorize the Reimbursement Signatory to sign reimbursement requests certifying that, to the best of their ability, all expenses are for the purpose of the grant, allowable, have been paid for and supporting documentation retained. I approve these individuals to make changes to the work plan and budget as outlined.

Signature _____ Date _____
 Printed Name _____ Title _____

This form must be signed by the County Commissioner responsible for signing the 2022-2024 Community Prevention Grant Award Agreement.

Diversion of Funds

This letter serves as notification to the Wyoming Department of Health, Public Health Division (Agency), that _____ (County) does not intend to fully expend the _____ grant awarded and the remaining balance of \$ _____ will revert back to Agency for use on additional initiatives.

COUNTY:
Campbell County

Chairman
Campbell County Board of Commissioners

Date

COUNTY CLERK'S ATTESTATION

Campbell County Clerk

Date

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

The following page(s) contain the backup material for Agenda Item: [9:15 Open Burning Restriction](#)

*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.

OPEN BURNING RESTRICTION

RESOLUTION NO. 3023

WHEREAS, pursuant to W.S. §35-9-301, upon the recommendation of the County Fire Warden, a Board of County Commissioners may limit use of a given area in the county due to extreme fire danger, and

WHEREAS, the Fire Mobilization Plan, promulgated by the Wyoming State Forestry Division, encourages the restriction of open burning in areas where dry conditions exist;

NOW, THEREFORE, BE IT RESOLVED that the fire danger in Campbell County is extreme and that upon the recommendation of the County Fire Warden, the following restrictions shall apply to all lands within Campbell County, excluding federal lands;

1. Restricted Activities:

- a. Open Fires - All open fires are prohibited except as set out in this paragraph. An open fire is any outdoor fire, including but not limited to, campfire, warming fires, bonfires, firepits, or the prescribed burning of fence rows, fields, wildlands, trash and debris. Between the hours of 6:00 p.m. and 8:00 a.m., the burning of trash or debris inside containers provided with spark arrester and located within a cleared area ten feet in radius is allowed.
- b. Fireworks – The use and sale of fireworks.
- c. Explosives – The use of tracer or steel-core ammunition, exploding targets, or electronic or traditional fuses or sparks to ignite explosive material, such as for rockets, cannons, or mortars.
- d. Disposal – Disposal of any burning object outdoors, including without limitation, any cigarette, cigar or match.
- e. Chainsaws – Operation of a chainsaw is prohibited unless the chainsaw has a properly installed spark arrester.
- f. Commercial and Industrial Operations – Blasting, grinding, welding or operating acetylene or other torch with an open flame unless used in cleared areas of a minimum of a ten-foot radius.
- g. Grills, Stoves and Smokers – The use of grills and smokers is allowed in an improved area regardless of fuel type. Only gas grills are allowed in unimproved areas.

2. Exceptions:

- a. Federal, state and local fire or law enforcement officers participating in fire, emergency and law enforcement activities.
- b. Mine and mine sites.

IT IS FURTHER RESOLVED that this resolution becomes effective immediately and shall remain in effect until such time as it may be amended or rescinded by the Board of County Commissioners.

RESOLVED this 19th day of July, 2022.
BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING

Del Shelstad, Chairman

Rusty Bell, Member

Bob Maul, Member

Colleen Faber, Member

Don Hamm, Member

ATTEST:_____
Susan Saunders, County Clerk

The following page(s) contain the backup material for Agenda Item: [9:20 South Campbell County Arterial Roads Reconstruction - AML Project Recap](#)

*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.

MEMORANDUM

TO: Board of Commissioners

FROM: Clark Melinkovich, Senior Engineer *CM*

DATE: July 19, 2022

SUBJECT: Recap of Southern Campbell County Arterial Roads Reconstruction AML project

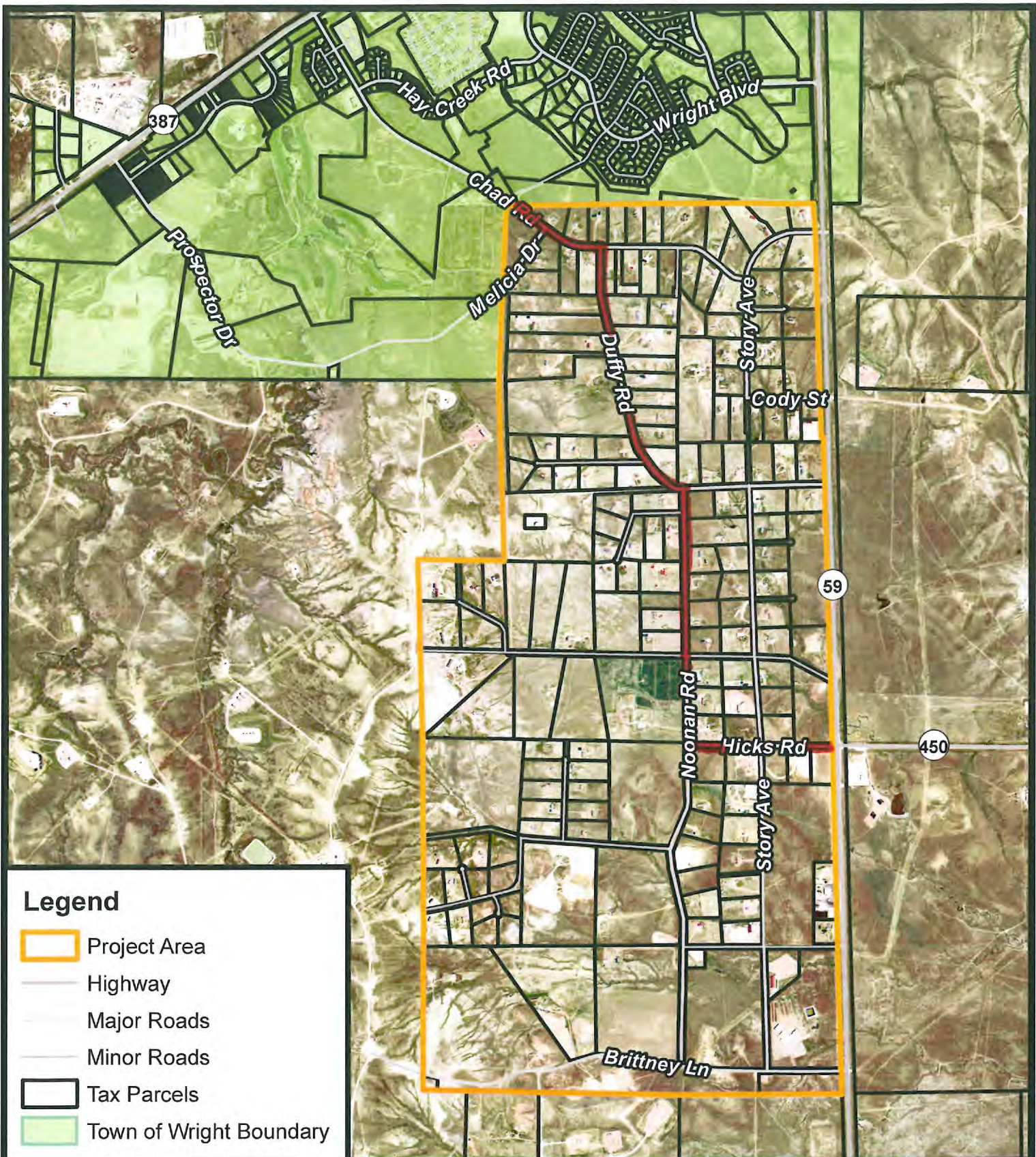
The Little Thunder Improvement and Service District asked me to assist them in being placed on the agenda today to do a recap on the recent road construction project that took place in their district and to formally thank the Board of Commissioners for their cooperation during the process. The following is a summary of the project and attached is an exhibit showing the roads that were reconstructed:

In 2019 the homeowners in the rural neighborhoods south of Wright were dealing with 2.2 mile long network of deteriorated roads that had little to no gravel and poor drainage. The roads were not providing satisfactory access, and were nearly impassible at times when there was rain or snow.

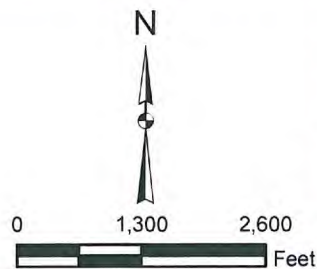
Through working with County staff in the Public Works Department, they were successful in applying for and receiving an Abandoned Mine Land grant for \$1.8 million, and in forming an Improvement and Service District. The Board of Commissioners agreed to forward 4 years worth of district support grants (\$200,000) to the newly formed district to be used as match for the grant.

The Public Works Department served project administrator, overseeing the project and coordinating with the district during the design and construction. Design began in the summer of 2020 with local consultant HDR Engineering serving as the design engineer. Construction took place from June – November of 2021 with local contractor Melgaard Construction building the roads.

The result is a newly created arterial road system that provides safe and adequate access for citizens who lived in the area and for those who travel through.



Date: 7/3/2019
Time: 11:20:01 AM



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

EXHIBIT A

PROPOSED PROJECT

DATE: 7/3/2019

DRAWN BY: crn08

The following page(s) contain the backup material for Agenda Item: [9:25 Barlow Road Bridge](#)

*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.



Department of Public Works

Matt Olsen, P.E., Director

500 S. Gillette Avenue, Suite 1400, Gillette, WY 82716 • 307-685-8061 • Building 307-682-1970 • Solid Waste/Recycle 307-682-9499

MEMORANDUM

TO: Board of Commissioners

FROM: Clark Melinkovich *CM*

DATE: July 19, 2022

SUBJECT: Barlow Road Bridge

As part of a Federal Bipartisan Infrastructure Law, WYDOT will receive \$45 million per year for 5 years to replace and rehabilitate bridges. The intent is to replace at least one bridge in each county. WYDOT has selected Barlow Road bridge to be replaced as part of this program. WYDOT will be responsible for planning, design, construction, and cover the entire cost of the project.

Public Works and Road and Bridge have discussed the selection of this specific bridge and agree with WYDOT's recommendation that this be the one to be replaced. WYDOT has asked for a letter of concurrence to be sent from Campbell County.

Public Works recommends the Board send a letter to WYDOT concurring with their selection of the Barlow Road bridge to be replaced through Federal Bipartisan Infrastructure Law funds.

**OFFICE**

500 S. Gillette Avenue, Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
(307) 687-6325 FAX
www.campbellcountwy.gov

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS

Del Shelstad, Chairman
Rusty Bell
Bob Maul
Colleen Faber
Don Hamm

K. Luke Reiner, Director
Wyoming Department of Transportation
5300 Bishop Blvd.
Cheyenne, WY 82009

Re: Federal Bipartisan Infrastructure Law (BIL) funding for Local Government Bridges

Dear Mr. Reiner,

We are in receipt of your March 8, 2022 letter notifying Campbell County that Structure DVX (County Road 20 Barlow Road bridge) has been selected to be replaced as part of the Federal Bipartisan Infrastructure Law. Campbell County concurs with the selection of this specific bridge and approves of WYDOT moving forward with the replacement of the bridge under this program. If you have any questions, please contact Road and Bridge Director Kevin Geis at 682-4411 or Senior Engineer Clark Melinkovich at 685-8061, who will serve as the primary contacts for this project. Thank you for working with us on this project, we are looking forward to it.

Sincerely,

Del Shelstad, Chairman
Campbell County Board of Commissioners

The following page(s) contain the backup material for Agenda Item: [9:35 Sole Source Purchase Request, Sheriff's Office](#)

*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.

To: Campbell County Commissioners

From: Campbell County Sheriff's Office

Reference: Sole Source Purchase Request for 2022

Comm Tech, Communication Technologies Inc.

Justification:

The Campbell County Sheriff's Office requests the Campbell County Board of Commissioners for a sole source purchase of 20 Motorola APX8000 Portable Radios and required accessories and programming from Comm Tech, Communication Technologies based in Mills WY in the amount of \$73,488.36. See attached quote. The funding was approved for the 2022/2023 budget in June 2022.

The request for the sole source purchase derives from a longstanding relationship with Comm Tech in the procurement, service and maintenance of our current radio and communication systems. All pricing for Motorola products is set by Motorola and is the same among various distributors. It would be unlikely that we would find a significantly different quote from any other vendor.

As mentioned above, Comm Tech has worked with the Campbell County Sheriff's Office for years and knows the anomalies that our communication system presents.

I thank you for your time to consider this request.

Best Regards,

A handwritten signature in black ink, appearing to read 'Kevin D. Theis', with a stylized flourish at the end.

Captain Kevin D. Theis



QUOTE-1812611
CCSO Detention APX 8000 20 Units
Updated

Billing Address:
CAMPBELL COUNTY SHERIFF
600 W BOXELDER
GILLETTE, WY 82718
US

Quote Date:07/11/2022
Expiration Date:10/09/2022
Quote Created By:
Chris Hadlock
chris@comtechradio.com

End Customer:
CAMPBELL COUNTY SHERIFF
Austin Hunter
ahunter@ccgov.net
307-299-4275

Contract: 36476 - WYOLINK

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000	20		\$3,314.81	\$66,296.20
1	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	20	\$7,475.00	\$2,705.56	\$54,111.20
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	20	\$515.00	\$221.45	\$4,429.00
1b	Q361AN	ADD: P25 9600 BAUD TRUNKING	20	\$300.00	\$129.00	\$2,580.00
1c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	20	\$0.00	\$0.00	\$0.00
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	20	\$110.00	\$47.30	\$946.00
1e	QA00580AA	ADD: TDMA OPERATION	20	\$450.00	\$193.50	\$3,870.00
1f	QA01767AB	ADD: P25 LINK LAYER AUTHENTICATION	20	\$100.00	\$43.00	\$860.00
1g	Q387AW	ADD: MULTICAST VOTING SCAN	20	\$200.00	\$86.00	\$1,720.00
1h	QA05507AA	DEL: DELETE 7/800 MHZ BAND	20	-\$800.00	-\$584.00	-\$11,680.00
1i	QA05509AA	DEL: DELETE UHF BAND	20	-\$800.00	-\$344.00	-\$6,880.00
1j	QA09001AB	ADD: WIFI CAPABILITY	20	\$300.00	\$129.00	\$2,580.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-1812611
CCSO Detention APX 8000 20 Units
Updated

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	H38BS	ADD: SMARTZONE OPERATION	20	\$1,500.00	\$645.00	\$12,900.00
1l	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	20	\$100.00	\$43.00	\$860.00
1m	QA07682AA	ADD: SMARTCONNECT	20	\$0.00	\$0.00	\$0.00
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	20	\$179.30	\$130.89	\$2,617.80
3	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	6	\$169.56	\$123.78	\$742.68
4	PMMN4069AL	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	20	\$143.64	\$104.86	\$2,097.20
5	NNTN8897A	CHGR DESKTOP MULTI UNIT IMPRES 2 1 DISPLAY EXT PS US	2	\$1,188.00	\$867.24	\$1,734.48

Grand Total **\$73,488.36(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800