AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

COLLEEN FABER, Chairman
DEL SHELSTAD
JIM FORD
BUTCH KNUTSON
KELLEY MCCREERY

JUNE 6, 2023

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

CONSENT AGENDA

A. Consent Agenda

VOUCHERS

B. Vouchers

COMMISSION CALENDAR OF EVENTS

C. Commission Calendar

REGULAR BUSINESS

D.	9:05 Most Valuable Personnel (MVP) Award	Sarah Marrington
E.	9:10 Challenge Coin Presentation	Chairman Faber
F.	9:15 Airport Marketing Grant Application	Shelly Besel
G.	9:20 Airport Aviation Encouragement Grant Application	Shelly Besel
H.	9:25 Airport NAVAIDS Grant Application	Shelly Besel
I.	9:30 County Health Officer Contract	Jane Glaser
J.	9:35 Public Health Preparedness & Response Unit Contract	Jane Glaser
K.	9:40 Early Intervention & Education Program, Part B Amendment FY23	Nathan Grotrian
L.	9:43 Early Intervention & Education Program, Part B Contract FY24	Nathan Grotrian
M.	9:45 Early Intervention & Education Program, Part C Amendment FY23	Nathan Grotrian
N.	9:47 Early Intervention & Education Program, Part C Contract FY24	Nathan Grotrian
O.	9:50 District Support Grant, Graceland ISD	Clark Melinkovich
P.	9:55 District Support Grant, Ward Creek ISD	Clark Melinkovich
Q.	10:00 T-7 Road Funding Agreement, Wyoming Energy Authority	Matt Olsen
R.	10:05 Access and Utility Easement for Hayden Livestock	Matt Olsen

*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 HEARING

S. 10:15 Proposed Chapter 4 Rules Amendment — Jed Holder

REGULAR BUSINESS II

T. 10:20 Problematic Gambling Prevention & Treatment Funding — Kristin Young

U. 10:25 County Policy: Mission, Vision, and Values — Leslie Perkins

V. 10:30 County Policy: Policy Development and Review — Leslie Perkins

W. 10:35 Proposed Budget FY2023-2024 for Publication — Cindy Lovelace

PUBLIC COMMENT

X. 10:40 For the Good of the County*

Y. 11:20 Commissioners Final Comments

EXECUTIVE SESSION

Z. 11:30 Wyoming Statute §16-4-405 – Statutory Reasons for Executive Sessions
Matters Posing Threat to Security of Public or Private Property or Threat to Public Access |Personnel Matters | Pending or Potential Litigation | National Security Matters | Real Estate-Site Selection or Purchases | Attorney Client Privileged Information

ADJOURN

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

Consent Agenda

MINUTES
Board of Commissioners Special Meeting, May 15, 2023
Board of Commissioners Directors Meeting, May 15, 2023
Board of Commissioners, Regular Meeting, May 16, 2023
Board of Commissioners Special Budget Meeting, May 22, 2023
Board of Commissioners Parks & Recreation Board Meeting, May 22, 2023

MONTHLY REPORTS
County Clerk – May 2023

CANCELLATION/REBATE OF TAXES
2021-207, 2021-208, 2021-209, 2021-210, 2021-211, 2021-212, 2021-213, 2021-214, 2021-215

AGREEMENTS
EMPG-ARPA Amendment One to the Grant Award Agreement between Wyoming Office of Homeland Security and Campbell County to extend the Period of Performance from September 30, 2023 to March 30, 2024 for the EOC Remodel in the Annex Building and purchase of EOC equipment.

Memorandum of Understanding between Youth Emergency Services (YES) House and Campbell County Juvenile Services for OJJDP FY 2023 Mentoring Programs for Youth in the Juvenile Justice System.

Non-Federal Reimbursable Agreement between the Department of Transportation Federal Aviation Administration (FAA) and Northeast Wyoming Regional Airport to perform a reconfiguration flight inspection on the LLT ILS (LOC/GS) and on PAPI on Rwy 34 at KGCC.

Property Lease Agreement between Burlington Northern Santa Fe (BNSF) Railway Company and Campbell County for the Larch Street Property Lease for BNSF Railway Material Yard for a term of five (5) years with automatic renewal.

Rate Letter/Agreement between Lubnau Law and Campbell County for 2023 Legal Services (Civil)

CHANGE IN POSTION ALLOCATION
Children's Developmental Services in requesting to change the Physical Therapist position from 40 hours/week, FTE 1 to 32 hours/week, FTE .8 and redistribute the remaining budget to contract an outside physical therapist to fill the gap.

COMMENT LETTER
Submission of comment letter to NE Local Working Group regarding the Sage-grouse Implementation Team (SGIT) Proposed Sage-grouse Core Revisions Mapping Effort

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LINE ITEM TRANSFERS

Airport

Transfer $680.00 from 100751-62450 EE Dev Meet Trav Meal Lodg to 100751-62200 Association Dues

Assessor

Transfer $2,465.10 from 100041-62720 Software Cost to 100041-62000 Postage & Freight
Transfer $136.46 from 100041-62000 Postage & Freight to 100041-62180 Media/Subscription/Periodical
Transfer $48.70 from 100041-62000 Postage & Freight to 100041-62100 Advert/Publication/LegalNotice

Children's Developmental Services

Transfer $3,000.00 from 310703-60005 Special Education FT Regular to 310703-67040 703GS23PTB Utilities
Transfer $701.00 from 310703-60005 Special Education FT Regular to 310703-67040 703GS23PTC School Supplies
Transfer $271.00 from 310703-60005 Special Education FT Regular to 310703-67040 703GS23PTB Telephone

Extension

Transfer $780.00 from 100101-62450 EE Dev Meet Trav Meal Lodg to 100101-62000 Postage & Freight
Transfer $52.26 from 100101-62080 Public Relations/Promotions to 100101-62000 Postage & Freight
Transfer $1,000.00 from 100103-62450 EE Dev Meet Trav Meal Lodg 100103-63420 Special Event/Program Cost
Transfer $607.23 from 100102-62450 EE Dev Meet Trav Meal Lodg to 100102-63420 Special Event/Program Cost
Transfer $368.72 from 100104-62450 EE Dev Meet Trav Meal Lodg to 100104-63420 Special Event/Program Cost
Transfer $438.00 from 100104-64150 Gasoline to 100104-63420 Special Event/Program Cost
Transfer $500.00 from 100103-64150 Gasoline to 100103-63420 Special Event/Program Cost

Human Resources/Risk

Transfer $15,000.00 from 100161-60450 Wellness to 100161-63420 Special Event/Program Cost
Transfer $1,000.00 from 100161-62880 Insurance Claims to 100161-62820 Professional Liability

Juvenile & Family Drug Court

Transfer $1,000.00 from 310452-67220 Substance Abuse TX JFDC 452GS23CST-SUBABTREAT-JFDC to 310452-67220 Travel 452GS23CST-TRAVEL
Transfer $20.00 from 310452-67220 310452-67220 Graduation/Incentives to 310452-67220 Office Supplies 452GS23CST-SUPPLIES

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Library
Transfer $11,200.00 from 100711-60005 Full Time-Regular to 100714-61500 Insurance Benefits
Transfer $5,000.00 from 100713-61500 Insurance Benefits to 100714-61500 Insurance Benefits
Transfer $515.00 from 100714-62700 Tech Hardware Main to 100714-65080 Building Maintenance
Transfer $372.00 from 100713-62700 from Tech Hardware Main to 100713-62720 Software Cost
Transfer $75.00 from 100713-64420 Electronic/Adult Database to 100713-64360 Law Library

Museum
Transfer $1,000.00 from 100721-62220 Utilities to 100721-62080 Public Relations/Promotions

Parks & Recreation
Transfer $5,500.00 from 100776-63420 Special Event/Program Cost to 100776-65060 Grounds Maintenance
Transfer $50.00 from 100772-62060 Public Relations/Promotions to 100772-62200 Assn, Dues, Fees and Licensure
Transfer $400.00 from 100775-62450 EE Dev Meet Trav Meal Lodg to 100775-62020 Communication/Network Expense
Transfer $440.00 from 100776-62450 EE Dev Meet Trav Meal Lodg to 100771-62450 EE Dev Meet Trav Meal Lodge
Transfer $386.00 from 100776-62450 EE Dev Meet Trav Meal Lodg to 100771-62450 EE Dev Meet Trav Meal Lodge
Transfer $500.00 from 100773-64000 Supplies to 100773-62260 Professional Services

Public Works/Landfill
Transfer $1,500.00 from 100082-64050 Office Supplies to 100082-64000 General Supplies

Treasurer
Transfer $4,000.00 from 100031-62760 Office Equip Maint to 100031-64000 Supplies

OFFICIAL BOND AND OATH
Los Caballos Service & Improvement District – Troy A. Collins

OPIOID SETTLEMENT FUNDS
Approval of Campbell County Share of Opioid Settlement Fund Plan dated June 6, 2023

POSITION VACANCY JUSTIFICATIONS
Children's Developmental Services – Early Childhood Special Education Instructor
Clerk – Accounting Manager
Sheriff's Office – Detention Officer
Sheriff's Office – Facility Supervisor
Public Works/Custodial – Custodian I

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SOLE SOURCE PURCHASE AMENDMENT

Emergency Management – Original quote approved on May 16, 2023 was missing the rates on two modules for the CentrAlert C-DAC Control System; amend total amount from $27,005 to $28,308

HAND WARRANTS

Black Hills Energy	$28,690.98
Campco Federal Credit Union	$150.00
Circuit Court of Campbell County	$464.65
Campbell County Clerk Tax Account	$294,285.71
Campbell County Treasurer	$42,640.05
Great West Trust Company	$28,640.00
Wyoming Child Support	$1,199.21
State of Wyoming – Department of Tax & Revenue	$22.30
Black Hills Energy	$2,640.81
Black Hills Energy	$2,586.67
Federal Aviation Administration	$36,352.80
Black Hills Energy	$17,908.67
Campbell County Clerk Tax Account	$25,870.37
Campbell County Treasurer – FLX/HSA	$2,152.49
Great West Trust Company	$2,735.00
HM Life – Stop/Loss	$172,808.28
Campco Federal Credit Union	$150.00
Circuit Court of Campbell County	$484.65
Campbell County Clerk Tax Account	$304,740.13
Campbell County Treasurer – FLX/HSA	$41,430.06
Great West Trust Company	$29,150.00
Wyoming Child Support	$1,274.21
CCEHBT – Health, Dental, AFLAC	$769,480.32
Delta Dental Plan of Wyoming	$1,732.80
Gallagher Benefit Services	$19,780.23
VSP of Wyoming	$8,121.08
Wyoming Retirement System	$457,682.34

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

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Office of County Commissioners
May 15, 2023
Gillette, Wyoming

Special Meeting

The Campbell County Board of Commissioners met in a Special Meeting, Monday, May 15, 2023, at 9:00 AM.

Present were Colleen Faber, Jim Ford, Butch Knutson, Kelley McCreery, Del Shelstad, Commissioners; Denton Knapp, Commissioners Executive Director; Sandra Beeman, Commissioners Administrative Coordinator; Cindy Lovelace, County Clerk; Shannon Ireland, County Clerk Accounting Manager.

A Workshop was held to discuss the Fiscal Year 2023-2024 budget.

No action was taken by the Board.

Commissioner Shelstad moved to convene into an Executive Session to discuss personnel matters. Commissioner Ford seconded the motion. All voted Aye. Motion carried.

The Board convened into an Executive Session at 11:51 AM.

Executive Session

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 12:10 PM.

_____
Cindy Lovelace, County Clerk
Board of County Commissioners

_____
Colleen Faber, Chairman
Board of County Commissioners

Office of County Commissioners
May 15, 2023
Gillette, Wyoming

Directors Meeting

The Campbell County Board of Commissioners met for a Directors Meeting, Monday, May 15, 2023, at 1:30 PM.

Present were Colleen Faber, Jim Ford, Butch Knutson, Kelley McCreery, Del Shelstad, Commissioners; Kyle Ferris, Deputy County Attorney; Cindy Lovelace, County Clerk; Brandy Elder, Human Resource Director; Kevin Geis, Road & Bridge Director; Matt Olsen, Public Works Director; Kelly Wallem, County Attorney Office Manager; Dwayne Dillinger, Parks & Rec Director; Chad Beeman, Adult Treatment Court Director; Todd Chatfield, Airport Director; Liz Edwards, Fair Coordinator; Phil Harvey, IT Director; Trena Bauder, Children's Development Center Early Intervention Coordinator; Nathan Grotrian, Children's Development Center Director; Ryan Fox, Fire Department; Sandra Beeman, Commissioners Administrative Coordinator; Michalene Seeman, Sheriff's Office Manager, Scott Matheny, Sheriff; Kim Fry, Extension Office 4-H Assistant Educator; Jim Lyon, Juvenile Services Director; Jane Glaser, Public Health Director; Paul Wallem, Coroner; Aaron Lyles, Cam-Plex Director; David King, Emergency Management Coordinator; members of the press.

Commissioner Faber provided an update on the FY 23/24 Budget progress.

Commissioner Faber provided an update on the FY 21/22 Audit progress.

Brandy Elder provided an update on the development of the Merit Evaluations and asked the Directors to submit input to her.

David King provided an update on the Physical Facilities Security Committee.

Sandra Beeman provided an update on the County Amazon accounts and the plan to consolidate all departments into one Amazon account.

Scott Matheny provided an update on the joint dispatch plan. The plan is moving forward but will not be ready to implement within the next year. Discussion was held.

Scott Matheny informed the Board of Peace Officer Memorial Week, and a ceremony will be held at the Sheriff's Office on Wednesday, May 18, 2023, at 12:00 PM.

A Workshop was held on the progress of the T-7 Road project.

PFM Investments Quarterly Update was presented by Joan Evans, Christ Blackwood, Brian Quinn.

Upcoming Events:

- Next Directors Meeting scheduled for June 5, 2023
- Next Full Directors Meeting scheduled for June 19, 2023
- Next Managers Meeting scheduled for July 17, 2023

There being no further business to come before the Commissioners, the meeting was adjourned at 4:38 PM.

Next Directors Meeting to be held June 5, 2023, at 1:30 PM.

_____	_____
Cindy Lovelace, County Clerk Board of County Commissioners	Colleen Faber, 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.campbellcountywy.gov

Office of County Commissioners
May 16, 2023
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, May 16, 2023. Chairman Faber called the meeting to order at 9:00 AM. Pastor Phil Jones led the Invocation and the Pledge of Allegiance.

Present were Colleen Faber, Jim Ford, Butch Knutson, Kelley McCreery, Del Shelstad, Commissioners; Cindy Lovelace, County Clerk; Denton Knapp, Commissioners Executive Director; Kyle Ferris, Deputy County Attorney.

The following Consent Agenda was presented:

MINUTES
Board of Commissioners Directors Workshop, May 1, 2023
Board of Commissioners Regular Meeting, May 2, 2023
Board of Commissioners Special Meeting – Joint Powers Budgets, May 4, 2023

MONTHLY REPORTS
Clerk of District Court – April 2023
County Clerk – April 2023
Sheriff's Office – April 2023
Treasurer's Office – April 2023

AGREEMENTS
Amendment Two to the Memorandum of Understanding between Campbell County, City of Gillette, and Campbell County Public Land Board regarding the allocation of costs amongst parties associated with the International Pathfinder Camporee events.

Cooperative Agreement between Navajo Transitional Energy Company (NTEC) and Campbell County to establish responsibilities and funding to construct and reconstruct the Campbell County Road named T-7.

APPOINTMENT OF COUNTY FIRE WARDEN
Pursuant to Wyoming State Statute §35-9-401, the Campbell County Board of Commissioners ratify the appointment of J.R. Fox as the Fire Warden for Campbell County, as recommended by Campbell County Fire Department Chief Jeff Bender and Campbell County Joint Powers Fire Board.

CHANGE IN POSITION ALLOCATION REQUESTS
Sheriff's Office – Requesting to change two part-time positions to one full-time (40 hours/week) position.

LINE-ITEM TRANSFERS
Assessor
Transfer $2,465.10 from 100041-62000 Postage & Freight to 100041-62720 Software Cost

Fair
Transfer $250.00 from 100731-62200 Assn, Fees, and Licensure to 100731-62020 Communications/Network
Transfer $3,945.69 from 100731-63000 Buildings/Office/Lease/Rent to 100731-64000 Supplies
Transfer $2,000.00 from 100731-62450 EE Dev Meet Trav Meal Lodg to 100731-62260 Professional Services
Transfer $6,000.00 from 100731-62450 EE Dev Meet Trav Meal Lodge to 100731-63420 Special Event/Program Cost

Parks & Recreation
Transfer $1,500.00 from 100775-62260 Professional Services-Admin to 100775-63420 Special Event/Program Cost-Adult Pickleball

Road & Bridge
Transfer $2,000.00 from 100141-64200 Diesel Fuel to 100141-65180 Tires

Sheriff
Transfer $5,000.00 from 100052-64650 Food Service to 100052-62600 Employment Test & Background
Transfer $20,000.00 from 100052-64650 Food Service to 100051-65000 Vehicle/Equip Repair/Maint
Transfer $1,000.00 from 100052-64650 Food Service to 100051-62260 Professional Services

POSITION VACANCY JUSTIFICATIONS
Public Works/Landfill – Equipment Operator
Sheriff's Office – Administrative Assistant (Assigned to 24/7 Program)
Sheriff's Office – Custodian I

SOCIAL MEDIA REQUESTS
Extension Office – Makala Riley, 4-H Educator

HAND WARRANTS

CCEBTA – Health/Dental/Aflac	$755,370.77
Delta Dental of Wyoming	$1,717.60
Gallagher Benefit Services (Reliance)	$19,880.95
VSP of Wyoming	$7,920.86
Campco Federal Credit Union	$150.00
Campbell County Clerk – Tax Account	$294,906.32
Campbell County Treasurer	$43,242.55
Great West Trust Company	$28,730.00
Wyoming Child Support	$807.83
Black Hills Energy	$16,091.62

K2 Scientific, LLC	$9,140.46
First National Bank – Visa	$301.00

Commissioner Shelstad moved the Board approve all items of the Consent Agenda as presented. Commissioner Ford seconded the motion. All voted Aye. Motion carried.

Commissioner Ford presented the Commissioners Calendar of Events.

- May 17th – Peace Officers Memorial Service | Noon | Sheriff's Office
- May 22nd – Parks & Recreation Board Quarterly Meeting | 4:00 PM | Rec Center
- May 23rd-25th WCCA Spring Meeting | Douglas, WY
- May 29th – Memorial Day – Courthouse Closed
- May 30th – Veterans Breakfast | 8:00 AM | Senior Center
- May 31st – BLM Public Meeting for the draft supplemental Environmental Impact Statement (EIS) and potential amendment to the 2015 Buffalo Resource Management Plan (RMP) | 5:00-7:00 PM | GAMB-Cottonwood Room
- June 5th – Budget Review for Special Districts | 9:00 AM | Chambers
- June 5th – Elected Officials Lunch | Noon | Chambers
- June 5th – Directors Meeting | 1:30 PM | Chambers
- June 6th – 8:00 AM Board Briefing | 9:00 AM Regular Meeting | Chambers
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Denton Knapp provided the Veterans Update.

Commissioner Ford moved the Board approve Resolution Number 3048 proclaiming May 2023 as "Mental Health Awareness Month," as presented. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Commissioner McCreery moved the Board approve to waive the Landfill Tipping Fees for the 2023 National High School Finals Rodeo on, as presented. Commissioner Ford seconded the motion. All voted Aye. Motion carried.

Commissioner Ford moved the Board approve the agreement between the Wyoming Department of Health, Behavioral Health Division and Board of Campbell County Commissioners for the Campbell County Juvenile and Family Drug Court to provide Court Supervised Treatment (CST) program services in the amount of $135,635.48 with a local required match of $31,556 for the period of July 1, 2023, to June 30, 2024, as presented. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Commissioner Shelstad moved the Board approve the submission of the Early Head Start Continuation Grant Application for the Children's Developmental Services, in the amount of $394,000 with a local required match of $98,500, as presented. Commissioner McCreery seconded the motion. All voted Aye. Motion carried.

Commissioner Knutson moved the Board approve the submission of the Early Head Start Cost of Living and Quality Improvement for the Children's Developmental Services, in the amount of $36,684, as presented. Commissioner McCreery seconded the motion. All voted Aye. Motion carried.

Commissioner Ford moved the Board approve the submission of the Community Services Block Grant (CSBG) FY2024 Application, in the amount of $235,081, contingent upon approval of the CARE BOARD, as presented. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Commissioner Shelstad moved the Board award the Airport Terminal Generators Project to Scott Brothers Electric, Inc., in the amount of $713,549.90, as presented. Commissioner McCreery seconded the motion. All voted Aye. Motion carried.

Commissioner McCreery moved the Board approve the District Support Grant Application for Bennor Estates Improvement and Service District in the amount of $8,004.88 from Optional One Percent Sales Tax fund for gravel, blading, and dust control on district roads, as presented. Commissioner Knutson seconded the motion. All voted Aye. Motion carried.

Commissioner Knutson moved the Board approve the District Support Grant Application for Rocky Point Improvement and Service District in the amount of $805.20 from Optional One Percent Sales Tax fund for additional crushed asphalt, as presented. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Commissioner Shelstad moved the Board approve the District Support Grant Application for Rustic Hills Improvement and Service District in the amount of $8,800.00 from Optional One Percent Sales Tax fund for road blading, W base gravel, and dust control on main roads, as presented. Commissioner Ford seconded the motion. All voted Aye. Motion carried.

Commissioner Ford moved the Board approve the District Support Grant Application for Stone Gate Estates Improvement and Service District in the amount of $16,271.25 from Optional One Percent Sales Tax fund for blading, Mag chloride, and limestone road base, as presented. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Commissioner Ford moved the Board approve the Contract for Construction Manager at Risk (CMAR) Services between Van Ewing Construction, Inc. and Campbell County to provide CMAR services for the bidding and construction of the Courthouse Remodel Project, in the amount of $2,500, as presented. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Commissioner Shelstad moved the Board approve the EMPG-ARPA Grant Award Agreement between Wyoming Homeland Security and Campbell County for the purchase of a remote control system for the public warning siren, in the amount of $15,000 with a local match of $15,000 for the period of October 1, 2020, to March 30, 2024, as presented. Commissioner McCreery seconded the motion. All voted Aye. Motion carried.

Commissioner Shelstad moved the Board approve the Sole Source Request for Emergency Management to purchase a CentrAlert C-DAC control system to activate Campbell County's emergency warning notification system, in the amount of $27,005, as presented. Commissioner Ford seconded the motion. All voted Aye. Motion carried.

David Hintz from the National Weather Service Recognized Campbell County as a StormReady County.

Public Comment was given.

Commissioners Final Comments were given.

There being no further business to come before the Board of Commissioners, the regular meeting was adjourned at 10:48 AM. The next regular meeting of the Commissioners will be held Tuesday, June 6, 2023, at 9:00 AM in the Commissioners Chambers in the Courthouse.

_____	_____
Cindy Lovelace, County Clerk Board of County Commissioners	Colleen Faber, 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.campbellcountywy.gov

Office of County Commissioners
May 22, 2023
Gillette, Wyoming

Special Meeting

The Campbell County Board of Commissioners met in a Special Meeting, Monday, May 22, 2023, at 2:00 PM.

Present were Colleen Faber, Jim Ford, Butch Knutson, Kelley McCreery, Commissioners; Denton Knapp, Commissioners Executive Director; Kyle Ferris, Deputy County Attorney; Cindy Lovelace, County Clerk; Shannon Ireland, County Clerk Accounting Manager; Aaron Lyles, Cam-Plex Director; Renae Keuck, Cam-Plex Director of Finance; Ryan Fox, Fire Department; Julie Pierce, Fire Department Finance Director; Rachel Knust, Treasurer; Sandra Beeman, Commissioners Administrative Coordinator; Leslie Perkins, Public Information Officer; Brandy Elder, Human Resource Director. Commissioner Shelstad attended via teleconference.

A Workshop was held to discuss the Fiscal Year 2023-2024 budget.

Commissioner Knutson moved to convene into an Executive Session to discuss personnel matters. Commissioner McCreery seconded the motion. All voted Aye. Motion carried.

The Board convened into Executive Session at 3:12 PM

Executive Session

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 3:50 PM.

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Cindy Lovelace, County Clerk
Board of County Commissioners

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Colleen Faber, Chairman
Board of County Commissioners

Office of County Commissioners
May 22, 2023
Gillette, WY

The Campbell County Board of Commissioners met with the Parks and Recreation Board Monday, May 22, 2023, at 4:00 PM.

Present were Colleen Faber, Jim Ford; Butch Knutson, Kelley McCreery, Commissioners; Cindy Lovelace, County Clerk; Denton Knapp, Commissioners Executive Director; Dwayne Dillinger, Parks & Rec Director; and members of the Parks and Recreation Board. Commissioner Shelstad was absent from the meeting.

Discussion was held on the Centennial Section bike trails.

Dwayne Dillinger provided an update on the Camporee. Discussion was held on how the disturbed grass will be reclaimed due to the amphitheater construction. Discussion was held concerning the use of the Rec Center by the participants of Camporee.

Dwayne Dillinger provided a report on the Softball tournament and Special Olympics.

No action was taken by the Commissioners, and they left the meeting at 4:43 PM.

_____
Cindy Lovelace, Clerk
Board of County Commissioners

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Coleen Faber, Chairman
Board of County Commissioners

CLERK'S OFFICE
MONTHLY STATEMENT
MAY 2023

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

The State of Wyoming }
County of Campbell } ss.

This instrument was filed on the____day of_____ 20_____.

_____
County Clerk

By_____
Deputy

COUNTY CLERK'S MONTHLY STATEMENT

Statement of the collections of Cindy J. Lovelace as Campbell County Clerk within and for the County of Campbell, State of Wyoming, for the month ending May 31 2023, 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	$ 2,031.00
CNTY CLERK	100021	43140	1000-10-020-021-0000-43140	Recording Fees	18,847.00
CNTY CLERK	100021	43870	1000-10-020-021-0000-43870	Software Access Fees	2,328.00
CNTY CLERK	100021	43150	1000-10-020-021-0000-43150	Financing Fees	15,109.00
CNTY CLERK	100021	43160	1000-10-020-021-0000-43160	Vehicle Title Fees	28,434.00
CNTY CLERK	100021	41140	1000-10-020-021-0000-41140	Marriage License	1,050.00
CNTY CLERK	100021	43180	1000-10-020-021-0000-43180	Vin Fees, Sheriff & General	2,040.00
CNTY CLERK	100021	43190	1000-10-020-021-0000-43190	Misc Fees	693.00
CNTY CLERK	500566	43180	5000-00-500-566-0000-43180	Hwy Patrol Vins	20.00
CNTY CLERK	500576	43180	5000-00-500-576-0000-43180	Police Vins	2,430.00
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	$ 72,982.00

Tender Summary:

Cash	Quantity		Total
Coin			
$ 1s		x1	0
$ 5s		x5	0
$ 10s		x10	0
$ 20s		x20	0
Other			0
Cash Total			0
Checks	1	11666	72,982.00
Total			$ 72,982.00
Difference			

Sandra:
Here are some late arrivals for the basket. They can wait until next meeting if you should have already the others. :) Cindy

State of Wyoming)
County of Campbell)

I, hereby certify that the above is a true and corect 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 1st day of June, 20 23

Cindy J. Lovelace, Campbell County Clerk

BY: Teresa A. Wilcox, Deputy

05/05/2023
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-207**

NAME: WPX ENERGY ROCKY MOUNTAIN LLC

NOTICE ISSUED FOR:

NOVC# 2023-0187

OTHER:

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2014 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 47505

DISTRICT NO. 0100

ASSESSED VALUATION: $2,765,041

AMOUNT:$ 165,175.26

Tony D. Clements **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

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

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

ADMINNO: 14824

TAXROLL CORRECTION
Tax Year: 2014

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Account #: C0050596

Map #:

Parcel #:

Account Type State Assessed

Sub\Lot\Block

Legal Desc:

Name: WPX ENERGY ROCKY MOUNTAIN LLC
ATTN EVIE TAYLOR

Address: PO BOX 3102

TULSA, OK 74101-3102

PLEASE MAKE THE FOLLOWING CHANGES TO THE TAX ROLL FOR THE ABOVE MENTIONED YEAR

Tax District: 0100	**Actual Value**	**Assessed Value**	**Mill Levy**	**Total Tax**	**Penalty $**
Prior Values	$35,738,944.00	$35,738,944.00	59.7370	$2,134,937.30	$0.00
Adjusted Values	$32,973,903.00	$32,973,903.00	59.7370	$1,969,762.04	$0.00
Difference Decrease Tax Roll	***-$2,765,041.00***	***-$2,765,041.00***	***0.0000***	***-$165,175.26***	***$0.00***

Reason 5-5-23 CANCELLATION #2021-207 PER NOVC #2023-0187.

Appraiser **Date**

Reviewed By **Date**

Signature **Date**

05/04/2023

05/05/2023
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-208**

NAME: WPX ENERGY ROCKY MOUNTAIN LLC

NOTICE ISSUED FOR:

NOVC# 2023-0187

OTHER:

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2015 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 47506

DISTRICT NO. 0100

ASSESSED VALUATION: $3,865,209

AMOUNT:$ 230,320.07

Tony D. Clements **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

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

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

ADMINNO: 14825

TAXROLL CORRECTION
Tax Year: 2015

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Account #: C0050596

Map #:

Parcel #:

Account Type State Assessed

Sub\Lot\Block

Legal Desc:

Name: WPX ENERGY ROCKY MOUNTAIN LLC
ATTN SHERRY WILLILAMS

Address: PO BOX 3102 MD 37

TULSA, OK 74101-3102

PLEASE MAKE THE FOLLOWING CHANGES TO THE TAX ROLL FOR THE ABOVE MENTIONED YEAR

Tax District: 0100	**Actual Value**	**Assessed Value**	**Mill Levy**	**Total Tax**	**Penalty $**
Prior Values	$43,057,898.00	$43,057,898.00	59.5880	$2,565,734.03	$0.00
Adjusted Values	$39,192,689.00	$39,192,689.00	59.5880	$2,335,413.95	$0.00
Difference Decrease Tax Roll	***-$3,865,209.00***	***-$3,865,209.00***	***0.0000***	***-$230,320.08***	***$0.00***

Reason 5-5-23 CANCELLATION #2021-208 PER NOVC #2023-0187.

Appraiser **Date**

Reviewed By **Date**

Signature **Date**

05/04/2023

05/05/2023
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 2021-209

NAME: WPX ENERGY ROCKY MOUNTAIN LLC

NOTICE ISSUED FOR:

NOVC# 2023-0187

OTHER:

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2016 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 47507

DISTRICT NO. 0100

ASSESSED VALUATION: $2,531,930

AMOUNT:$ 150,781.50

Tony D. Commisso **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

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

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

ADMINNO: 14826

TAXROLL CORRECTION
Tax Year: 2016

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Account #: C0050596

Map #:

Parcel #:

Account Type State Assessed

Sub\Lot\Block

Legal Desc:

Name: WPX ENERGY ROCKY MOUNTAIN LLC

ATTN SHERRY WILLILAMS

Address: PO BOX 3102 MD 37

TULSA, OK 74101-3102

PLEASE MAKE THE FOLLOWING CHANGES TO THE TAX ROLL FOR THE ABOVE MENTIONED YEAR

Tax District: 0100	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty $
Prior Values	$11,070,130.00	$11,070,130.00	59.5520	$659,248.38	$0.00
Adjusted Values	$8,538,200.00	$8,538,200.00	59.5520	$508,466.89	$0.00
Difference Decrease Tax Roll	***-$2,531,930.00***	***-$2,531,930.00***	***0.0000***	***-$150,781.49***	***$0.00***

Reason 5-5-23 CANCELLATION #2021-209 PER NOVC #2023-0187.

Appraiser **Date**

Reviewed By **Date**

Signature **Date**

05/04/2023

05/10/2023
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 2021-210

NAME: 2 GUYS FENCING & AG SERVICES LLC

NOTICE ISSUED FOR:

NOVC#

OTHER: BUSINESS CLOSED

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2018 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30060816

DISTRICT NO. 0100

ASSESSED VALUATION: 713

AMOUNT:$ 42.50

Tony D. Clements **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

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

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

V57111 Maintain Past Years Action Code: I

V5711

Schedule #: 30060816 Yr: 2018 Owner: 2 GUYS FENCING & AG SERVICES LLC

Receipt # : 6023 Addr1: ATTN RYAN CHRISTOPHERSON

Parcel ID : 17333300060816 Addr2: 21 KEELINE RD

City : GILLETTE St WY Zip 827187082

Book	Page

District . . . : 100 CAMPBELL COUNTY

Owner Type . . : 4 General Public

Zone Code. . . :

Imps Code. . . :

Status . . . . : ACTIVE

Sq. Ft:

Acres :

Yr Blt:

	Market	Taxable
Land :		
Imps :		
Eqlz :		
Pers :	7,500	713
Exmpt:		
State:		
Total:	7,500	713

---------- DESCRIPTION ----------

S:

PERSONAL PROPERTY

Lot/Sec:

Block/Twnshp: Range:

House#: 21 Dir: St: KEELINE Suf: RD Unt:

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

5-10-2023

Cancellation #2021-210

Business closed.

05/10/2023
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-211**

NAME: 2 GUYS FENCING & AG SERVICES LLC

NOTICE ISSUED FOR:

NOVC#

OTHER: BUSINESS CLOSED

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2019 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30060816

DISTRICT NO. 0100

ASSESSED VALUATION: 713

AMOUNT:$ 42.72

Tony S. Clements **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

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

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

V57111 Maintain Past Years Action Code: I

V5711

Schedule #: 30060816 Yr: 2019 Owner: 2 GUYS FENCING & AG SERVICES LLC

Receipt # : 6025 Addr1: ATTN RYAN CHRISTOPHERSON

Parcel ID : 17333300060816 Addr2: 21 KEELINE RD

City : GILLETTE St WY Zip 827187082

Book Page

District . . . : 100 CAMPBELL COUNTY

Owner Type . . : 4 General Public

Zone Code. . . :

Sq. Ft: Imps Code. . . :

Acres : Status . . . . : ACTIVE

Yr Blt:

	Market	Taxable
Land :		
Imps :		
Eqlz :		
Pers :	7,500	713
Exmpt:		
State:		
Total:	7,500	713

---------- DESCRIPTION ----------

S:

PERSONAL PROPERTY

Lot/Sec:

Block/Twnshp: Range:

House#: 21 Dir: St: KEELINE Suf: RD Unt:

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

5-10-2023

Cancellation # 2021-211

Business Closed

05/10/2023
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 2021-212

NAME: 2 GUYS FENCING & AG SERVICES LLC

NOTICE ISSUED FOR:

NOVC#

OTHER: BUSINESS CLOSED

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2020 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30060816

DISTRICT NO. 0100

ASSESSED VALUATION: 713

AMOUNT:$ 42.82

Tony A-C Clements **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

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

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-10-2023 Cancellation #2021-212

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
0100	030060816	P0060816	33330006081600

Cancel - Business Closed

2 GUYS FENCING & AG SERVICES LLC
ATTN RYAN CHRISTOPHERSON
21 KEELINE RD
GILLETTE, WY 82718-7082

Assessed Valuation

Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	713
Total Valuation	713
Mill Levy	60.056
General Taxes	42.82
Special Taxes	0.00
Total Tax	$42.82
First Installment	$21.41
Delinquent after November 10, 2020	
Second Installment	$21.41
Delinquent after May 10, 2021	

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

Legal Description
LOCATION: 21 KEELINE RD
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	8.04
CNTY HOSPITAL DIST TRUST FUND	3.000	2.14
CNTY SPEC CEMETERY BOARD TRUST	.826	.58
CNTY UNIFIED SPEC DIST TRST FD	25.000	17.82
CNTY WEED & PEST BOARD TRUST	.454	.32
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	60.056	42.82

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 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

2 GUYS FENCING & AG SERVICES LLC
ATTN RYAN CHRISTOPHERSON
21 KEELINE RD
GILLETTE, WY 82718-7082

Parcel# : 030060816

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2020): $21.41
Total Tax (Due on or before 12/31/2020): $42.82

2020 SECOND INSTALLMENT COUPON

2 GUYS FENCING & AG SERVICES LLC
ATTN RYAN CHRISTOPHERSON
21 KEELINE RD
GILLETTE, WY 82718-7082

Parcel# : 030060816

Second Installment (Due on or before 05/10/2021): $21.41

05/10/2023
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 2021-213

NAME: 2 GUYS FENCING & AG SERVICES LLC

NOTICE ISSUED FOR:

NOVC#

OTHER: BUSINESS CLOSED

☐ PARTIAL
☐ REBATE
☑ CANCELLATION

YEAR: 2021 TAX NOTICE NO.

ACCOUNT/PARCEL# 30060816

DISTRICT NO. 0100

ASSESSED VALUATION: 1,425

AMOUNT:$ 85.82

Tony A. Johnson COUNTY ASSESSOR

APPROVED: ☐ DENIED: ☐

THIS _____ DAY OF _____, 20 ___

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BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ___

_____ COUNTY CLERK

5-10-2023 Cancellation # 2021-213

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
0100	030060816	P0060816	33330006081600

Cancel - Business closed.

2 GUYS FENCING & AG SERVICES LLC
ATTN RYAN CHRISTOPHERSON
21 KEELINE RD
GILLETTE, WY 82718-7082

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

Assessed Valuation

Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	1,425
Total Valuation	1,425
Mill Levy	60.225
General Taxes	85.82
Special Taxes	0.00
Total Tax	$85.82
First Installment	$42.91
Delinquent after November 10, 2021	
Second Installment	$42.91
Delinquent after May 10, 2022	

Legal Description
LOCATION: 21 KEELINE RD
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	16.00
CNTY HOSPITAL DIST TRUST FUND	3.000	4.28
CNTY SPEC CEMETERY BOARD TRUST	.901	1.28
CNTY UNIFIED SPEC DIST TRST FD	25.000	35.62
CNTY WEED & PEST BOARD TRUST	.589	.84
COOPERATIVE HIGHER EDUC SERV	.500	.72
COUNTY WIDE SCHOOL TRUST FUND	6.000	8.56
STATE OF WY FOUND PRG TRST FND	12.000	17.10
UNIFIED SCHOOL - RECREATION	1.000	1.42
TOTAL	60.225	85.82

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

2 GUYS FENCING & AG SERVICES LLC
ATTN RYAN CHRISTOPHERSON
21 KEELINE RD
GILLETTE, WY 82718-7082

Parcel# : 030060816

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): $42.91
Total Tax (Due on or before 12/31/2021): $85.82

2021 SECOND INSTALLMENT COUPON

2 GUYS FENCING & AG SERVICES LLC
ATTN RYAN CHRISTOPHERSON
21 KEELINE RD
GILLETTE, WY 82718-7082

Parcel# : 030060816

Second Installment (Due on or before 05/10/2022): $42.91

05/10/2023
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 2021-214

NAME: 2 GUYS FENCING & AG SERVICES LLC

NOTICE ISSUED FOR:

NOVC#

OTHER: BUSINESS CLOSED

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2022 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30060816

DISTRICT NO. 0100

ASSESSED VALUATION: 1,425

AMOUNT:$ 89.14

Tony A. Gennetta **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

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

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-8-2023 Cancellation # 2021-214

Campbell County

Rachael Knust, Treasurer

2022 PERSONAL PROPERTY TAX BILL

(307) 682-7268
https://www.campbellcountywy.gov

PO. Box 1027
Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin
0100	030060816	P0060816	33330006081600

Cancel - Business closed

2 GUYS FENCING & AG SERVICES LLC
ATTN RYAN CHRISTOPHERSON
21 KEELINE RD
GILLETTE, WY 82718-7082

Assessed Valuation

Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	1,425
Total Valuation	1,425
Mill Levy	62.553
General Taxes	89.14
Special Taxes	0.00
Total Tax	$89.14
First Installment	$44.57
Delinquent after November 10, 2022	
Second Installment	$44.57
Delinquent after May 10, 2023	

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

Legal Description
LOCATION: 21 KEELINE RD
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	16.02
CNTY HOSPITAL DIST TRUST FUND	3.000	4.28
CNTY SPEC CEMETERY BOARD TRUST	.862	1.22
CNTY UNIFIED SPEC DIST TRST FD	25.000	35.62
CNTY WEED & PEST BOARD TRUST	.411	.58
COLLEGE FOUNDATION PROGRAM	2.545	3.62
COOPERATIVE HIGHER EDUC SERV	.500	.72
COUNTY WIDE SCHOOL TRUST FUND	6.000	8.56
STATE OF WY FOUND PRG TRST FND	12.000	17.10
UNIFIED SCHOOL - RECREATION	1.000	1.42
TOTAL	62.553	89.14

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 2022 TAX ONLINE AT:
https://itax.tylertech.com/CampbellWY/

DUE DATES AND PAYMENT INFORMATION

1st half installments are delinquent after November 10, 2022. 2nd half installments are delinquent after May 10, 2023.
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, 2022

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!

2022 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

2 GUYS FENCING & AG SERVICES LLC
ATTN RYAN CHRISTOPHERSON
21 KEELINE RD
GILLETTE, WY 82718-7082

Parcel# : 030060816

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2022): $44.57
Total Tax (Due on or before 12/31/2022): $89.14

2022 SECOND INSTALLMENT COUPON

2 GUYS FENCING & AG SERVICES LLC
ATTN RYAN CHRISTOPHERSON
21 KEELINE RD
GILLETTE, WY 82718-7082

Parcel# : 030060816

Second Installment (Due on or before 05/10/2023): $44.57

05/10/2023
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 2021-215

NAME: BALLARD PETROLEUM HOLDINGS LLC

NOTICE ISSUED FOR:

NOVC# 2023-0196

OTHER:

☑ **PARTIAL**
☑ **REBATE**
☐ **CANCELLATION**

YEAR: 2020 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 28556

DISTRICT NO. 0100

ASSESSED VALUATION: $1,695

AMOUNT:$ 101.79

Tony S. Clements **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

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

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

Campbell County

Rachael Knust, Treasurer

2020 STATE ASSESSED - MINERALS TAX BILL

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

PO. Box 1027
Gillette, WY 82717

District	Parcel Number	State Acct. No.
0100	000028556	C0028556

BALLARD PETROLEUM HOLDINGS LLC
ATTN MOLLY CONRAD
P O BOX 577
LAUREL, MT 59044-0577

Assessed Valuation

Assessed Value	144,387,882
Total Valuation	144,387,882
Mill Levy	60.056
General Taxes	8,671,358.64
Special Taxes	0.00
Total Tax	$8,671,358.64

(Payment Schedule is provided below)

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

Legal Description

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

TAX DOLLAR USE

TAXING AUTHORITY	LEVY	AMOUNT
CAMPBELL COUNTY GOVERNMENT	11.276	1,628,117.76
CNTY HOSPITAL DIST TRUST FUND	3.000	433,163.64
CNTY SPEC CEMETERY BOARD TRUST	.826	119,264.40
CNTY UNIFIED SPEC DIST TRST FD	25.000	3,609,697.04
CNTY WEED & PEST BOARD TRUST	.454	65,552.10
COOPERATIVE HIGHER EDUC SERV	.500	72,193.94
COUNTY WIDE SCHOOL TRUST FUND	6.000	866,327.30
STATE OF WY FOUND PRG TRST FND	12.000	1,732,654.58
UNIFIED SCHOOL - RECREATION	1.000	144,387.88
TOTAL	60.056	8,671,358.64

Payments may be mailed to:
CAMPBELL COUNTY TREASURER
PO. Box 1027
Gillette, WY 82717-1027

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!

Parcel# : 000028556

1st Half Installments

Install#	Due Date	Amount
1	10/10/2020	2,167,839.66
2	11/10/2020	2,167,839.66
		4,335,679.32

Parcel# : 000028556

2nd Half Installments

Install#	Due Date	Amount
1	04/10/2021	1,444,648.35
2	05/10/2021	1,445,515.49
3	06/10/2021	1,445,515.48
		4,335,679.32

ADMINNO: 14884

TAXROLL CORRECTION
Tax Year: 2020

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Account #: C0028556

Map #:

Parcel #:

Account Type State Assessed

Sub\Lot\Block

Legal Desc:

Name: BALLARD PETROLEUM HOLDINGS LLC
ATTN MOLLY CONRAD

Address: P O BOX 577

LAUREL, MT 59044-0577

PLEASE MAKE THE FOLLOWING CHANGES TO THE TAX ROLL FOR THE ABOVE MENTIONED YEAR

Tax District: 0100	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty $
Prior Values	$144,387,882.00	$144,387,882.00	60.0560	$8,671,358.64	$0.00
Adjusted Values	$144,386,187.00	$144,386,187.00	60.0560	$8,671,256.85	$0.00
Difference Decrease Tax Roll	***-$1,695.00***	***-$1,695.00***	***0.0000***	***-$101.79***	***$0.00***

Reason 5-10-23 REBATE #2021-215 PER NOVC #2023-0196 ($1,695) ($101.79).

Appraiser **Date**

Reviewed By **Date**

Signature **Date**

05/10/2023

WYOMING DEPARTMENT OF REVENUE

IN THE MATTER OF THE ASSESSMENT OF

BALLARD PETROLEUM HOLDINGS LLC.

Operator ID: 01455

NOTICE OF VALUATION CHANGE 2023-0196

ASSESSOR

Campbell

1. On April 21, 2023, Ballard Petroleum Holdings LLC. (Ballard), filed amended returns for the attached properties.

2. Ballard filed the amended returns for the attached properties on their own initiative.

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

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

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

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

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

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

WYOMING DEPARTMENT OF REVENUE

IN THE MATTER OF THE ASSESSMENT OF

BALLARD PETROLEUM HOLDINGS LLC.

Operator ID: 01455

NOTICE OF VALUATION CHANGE
2023-0196

ASSESSOR
Campbell

Tax Year	Prod Year	Group Name	Group Number	County	Tax District	Mineral	Taxable Value Change
2020	2019	K-BAR	005953	Campbell	0100	Oil	(490)
2020	2019	K-BAR	009145	Campbell	0100	Oil	(1,205)

MADE AND ENTERED at Cheyenne, Wyoming, this 8th day of May, 2023.

WYOMING DEPARTMENT OF REVENUE

Brenda L. Henson
Director, Department of Revenue

Craig Grenvik
Craig Grenvik
Administrator, Mineral Tax Division

5-10-23

NOVC #2023-0196

(#1,695
MLX 60.056
(#101.79

Rebate #2021-215
see sale # 28556

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

Campbell County
wyoming

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS
Colleen Faber, Chairman
Roy Knutson
Jim Ford
Del Shelstad
Kelley McCreery

Grant Contract/Agreement Approval Form

Instructions: Follow <INSERT HYPERLINK FOR DOC ROUTING

☐ Concerns (Need advice) - Please summarize below or include with email.
☑ **Prove to Form (Review for concerns)**

Date of Commissioner's Meeting 6/6/2023

Title Emergency Management Performance Grant - American Rescue Plan Act

Agency Wyoming Department of Homeland Security

Recipient Campbell County Emergency Management Agency

Funding Source

Federal – CFDA/ALN ☑ 97.042

State – State grant identifying number ☐

Other – Please explain:

Please mark as applicable:

☐ **Annual Contract Award** ☐ **New Contract Award** ☐ **Amendment to Contract Award**

☑ **Includes Capital Assets** ☑ **Bid/Request for Proposals Required** ☑ **Match Fund Required - Proof of 3% Match Required**

Date range of contract 10/1/2020-3/30/2024

Amount $87,500

Summary Contract extension for the EOC Remodel of the annex basement and associated technology.

Legal Review FERRIS

Management Review NICHOLS

Approval Signature

AMENDMENT ONE TO THE GRANT AWARD AGREEMENT BETWEEN WYOMING OFFICE OF HOMELAND SECURITY AND COUNTY OF CAMPBELL

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002, and the County of Campbell (Subrecipient), whose address is: 500 S. Gillette Ave, Ste 202, Gillette, WY 82716.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Grant Award Agreement (Agreement) between the Agency and the Subrecipient. The purpose of this Amendment is to extend the Performance Period.

   The original Agreement, dated December 22, 2022, allowed the Subrecipient to expend Grant funds for the purchase of allowable EOC equipment and supplies for a total Agreement amount of eighty-seven thousand five hundred dollars and zero cents ($87,500.00) with an expiration date of September 30, 2023.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

   A. The second sentence of Section 4 is hereby amended as follows:

   "The Period of Performance of the Agreement is from October 1, 2020 through March 30, 2024."

5. **Amended Responsibilities of the Subrecipient.**

   Responsibilities of the Subrecipient have not changed.

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

   Responsibilities of the Agency have not changed.

7. **Special Provisions.**

   A. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous

amendments, between the Agency and the Subrecipient, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

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

8. **General Provisions.**

A. **Entirety of Contract.** The original Agreement, consisting of twenty (20) pages; Attachment A, Project Description, consisting of one (1) page; and this Amendment One, consisting of three (3) pages; represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY: WYOMING OFFICE OF HOMELAND SECURITY

Lynn Budd, Director — Date

SUBRECIPIENT: COUNTY OF CAMPBELL

Subrecipient Designee Signature — Date

Printed Name and Title of Designee — Date

Attested By: — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Jodi A. Darrough #230881 — 5-22-23

Jodi A Darrough, Assistant Attorney General — Date

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

Campbell County
wyoming

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS
Colleen Faber, Chairman
Roy Knutson
Jim Ford
Del Shelstad
Kelley McCreery

Contract/Agreement Approval Form

Instructions: Follow <INSERT HYPERLINK FOR DOC ROUTING

☐ Concerns (Need advice) - Please summarize below or include with email.
☑ **Prove to Form (Review for concerns)**

Date of Commissioner's Meeting 6/6/2023

Title Mentoring Programs for Youth in the Juvenile Justice System Memoranda of Understanding

CC Party JFDC

Recipient Youth Emergency Services House

Funding Source OJJDP - FEDERAL SOURCE MANAGED BY YES HOUSE

Federal – CFDA/ALN ☐ O-OJJDP-2023-171695

State – State grant identifying number ☐

Other – Please explain:

Please mark as applicable:

☐ **Annual Contract Award** ☐ **New Contract Award** ☐ **Amendment to Contract Award**

☐ **Includes Capital Assets** ☐ **Bid/Request for Proposals Required** ☐ **Match Fund Required - Request Form Required**

Date range of contract n/a

Amount n/a

Summary Through this partnership and collaboration, it is the hope that this partnership will help ensure that youth receive mentorship services and have the additional support they need to develop into successful and contributing citizens of Wyoming communities.

Legal Review Edwards/Henkes

Risk Management Review Nichols

Approval Signature

OJJDP FY 2023 Mentoring Programs for Youth in the Juvenile Justice System

Memoranda of Understanding

This document constitutes an Agreement by and between

Campbell County Juvenile Services
and
Youth Emergency Services, Inc. (Y.E.S. House)

This Memorandum establishes a partnership for the purposes of OJJDP Mentoring Programs for Youth in the Juvenile Justice System (O-OJJDP-2023-171695).

Purpose
Through this partnership and collaboration, it is the hope that this partnership will help ensure that youth receive mentorship services and have the additional support they need to develop into successful and contributing citizens of Wyoming communities.

WHEREAS the parties to this Agreement endorse the goals and objectives of the OJJDP 2023 Mentoring Programs for Youth in the Juvenile Justice System to successfully expand evidence-based mentoring programs to at-risk youth in Northeast Wyoming. Youth that will be served under this initiative will be youth who are involved in the juvenile justice system, struggling with drug abuse, or truancy and/or other high-risk behaviors, and might have been victimized.

THEREFORE, each partner agency will fulfill the duties specified below.

If awarded, **Youth Emergency Services, Inc.** agrees to:

- Serve as a lead and fiscal agency for the OJJDP Mentoring grant
- Establish a contact person(s) who will work with Campbell County Juvenile Services in all matters relating to the OJJDP grant
- Partner in planning and expanding mentoring services to youth in juvenile justice system
- Provide evidence-based mentoring programming
- Work with Campbell County Juvenile Services on disseminating mentoring opportunities to families of at-risk youth
- Provide reports, fiscal and outcomes, to OJJDP in a timely manner; share with Campbell County Juvenile Services necessary data and reports transmitted to OJJDP
- Coordinate consistent meetings to review outcomes and monitor progress towards reaching objectives
- Share OJJDP Initiative successes and outcomes with stakeholders
- Assist with recruitment of mentors by conducting presentations, radio show, disseminating flyers/info to businesses and community at large
- Commit full-time mentoring staff and a part-time Director/Evaluator to the OJJDP initiative

Signature_____ Date_____
Ryan Anderson, Executive Director
Youth Emergency Services, Inc.

Campbell County Juvenile Services agrees to

- Partner in planning and expanding mentoring services to youth in juvenile justice system
- Collaborate in providing evidence-based mentoring programming
- Continue to collaborate in the referral process
- Continue to conduct screening of youth
- Assist with disseminating mentoring opportunities to families of at-risk youth
- Assist with recruitment of mentors by participating in presentations, and disseminating flyers/info to businesses and community at large
- Share OJJDP Initiative successes and outcomes with stakeholders
- Designate a contact person(s) who will work with Youth Emergency Services, Inc. in all matters relating to the OJJDP grant
- Devote 5% of their time to planning and operating of the project

Signature_____ Date_____
Jim Lyon, Jr.
Director, Campbell County Juvenile Services

This MOU is effective for the duration of the OJJDP grant. All parties agree to continue to be represented in this group. The group will be responsible for modifying and amending this Agreement. They will address problems and issues as identified.

IN WITNESS THEREOF, the parties have caused their duly authorized representative to execute this Agreement.

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

Campbell County
wyoming

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS
Colleen Faber, Chairman
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Kelley McCreery

Contract/Agreement Approval Form

Instructions: Follow <INSERT HYPERLINK FOR DOC ROUTING

☐ Concerns (Need advice) - Please summarize below or include with email.
☑ **Prove to Form (Review for concerns)**

Date of Commissioner's Meeting 6/6/2023

Title Non-Federal Reimbursable Agreement

Agency Federal Aviation Administration

Recipient NE WY Regional Airport

Funding Source Paid by AGC026X ILS Replacement Grant

Federal – CFDA/ALN ☐

State – State grant identifying number ☐ AGC026X

Other – Please explain: Paid by grant AGC026X state grant contract

Please mark as applicable:

☐ **Annual Contract Award** ☑ **New Contract Award** ☐ **Amendment to Contract Award**

☐ **Includes Capital Assets** ☐ **Bid/Request for Proposals Required** ☐ **Match Fund Required - Request Form Required**

Date range of contract n/a

Amount $36,352.80

Summary The purpose of this Agreement between the FAA and the Sponsor is to provide are configuration flight inspection of the LL T ILS (LOC/GS) on Rwy 34 & a reconfiguration flight inspection of the PAPI on Rwy 34 at Northeast Wyoming Regional Airport (KGCC) Gillette, WY. This Agreement provides funding for the FAA to establish these services.

Date of Legal Review 5/31/2023

Date of Risk Management Review 5/26/23

Approval Signature

Chairman, Coleen Faber

Clerk's Office

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

NORTHEAST WYOMING REGIONAL AIRPORT
GILLETTE, WY

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **Northeast Wyoming Regional Airport** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA-Flight Program Operations and **Northeast Wyoming Regional Airport.**

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

A. The purpose of this Agreement between the FAA and the Sponsor is to **provide a reconfiguration flight inspection of the LLT ILS (LOC/GS) on Rwy 34 & a reconfiguration flight inspection of the PAPI on Rwy 34 at Northeast Wyoming Regional Airport (KGCC) Gillette, WY.** This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

Northeast Wyoming Regional Airport, Gillette, WY

B. The FAA will **perform a reconfiguration flight inspection of the LLT ILS (LOC/GS) on Rwy 34 & a reconfiguration flight inspection of the PAPI on Rwy 34 at Northeast Wyoming Regional Airport (KGCC) Gillette, WY.**

C. The Sponsor will perform the following activities:

1. Provide funding as estimated in Article 7.

2. Upon signature and payment of agreement, contact Richard Montgomery at 405-954-0792 or Richard.Montgomery@faa.gov once the site is ready for inspection. You may also call the Oklahoma City Service Center if you have any questions at 405-954-9780.

D. This agreement is in whole or in part funded with funding from an AIP grant [ ] Yes [X] No. If Yes, the grant date is: n/a and the grant number is: n/a. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA, Flight Program Operations, Program Support Group, will provide administrative oversight of this Agreement. Shelley Ochs is the Agreement Coordinator and liaison with the Sponsor and can be reached at 405-954-5757 or via email at shelley.d.ochs@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

2. The FAA, Flight Program Operations, Flight Management Group will perform the scope of work included in this Agreement. Henry Frakes is the Manager, Flight Management Group and liaison with the Sponsor and can be reached at 405-954-3955 or via email at henry.frakes@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Michele Mustin who can be reached at 405-954-7879 or via email at michele.d.mustin@faa.gov.

B. Sponsor:

Sponsor: **Northeast Wyoming Regional Airport**
ATTN: **Ron Smith**
Address: **2000 Airport Rd, Suite 108**
Gillette, WY 82716-8112
Phone: **306-686-1042, ext. 6**
E-mail: **ron.smith@campbellcountywy.gov**

ARTICLE 5. Non-Interference with Operations [RESERVED]

ARTICLE 6. Property Transfer [RESERVED]

ARTICLE 7. Estimated Costs

A. The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
LABOR	
NA	**$0**
NON-LABOR	
Flight Inspection	**$33,660.00**
Non-Labor Overhead (8%)	**$ 2,692.80**
Total Non-Labor	**$36,352.80**
TOTAL ESTIMATED COST	**$36,352.80**

Detailed Estimate:

Flight Inspection Estimated Cost

Challenger Rate $3,740/hr	Type	Hours	Inspections	Estimated Cost
LLT ILS LOC/GS on Rwy 34	**Reconfiguration**			
PAPI on Rwy 34 at KGCC	**Reconfiguration**	**9**	**1**	**$33,660.00**
			8% Administrative Overhead	**$ 2,692.80**
			Total Estimated Cost	**$36,352.80**

B. FAA reserves the right to determine which aircraft will be used for flight inspections. Flight hour rates will be adjusted automatically according to FAA Order 2500.36 (current edition), Application of Flight Hour Rates, or as approved by the Flight Program Executive. The **estimate** is based on rates in effect at the time this Agreement is signed.

C. Estimated costs contained herein are for planning purposes only and can vary depending on the actual aircraft used, and actual flight hours expended to reach the facility and to accomplish the inspection. As required by regulation, the final bill submitted to the Sponsor will reflect actual hours and costs to Flight Program Operations.

D. Sponsor will be notified of any necessary deviations or changes to the instrument flight procedure and agrees to negotiate with the FAA to resolve additional reimbursement issues exceeding 10% of the cost estimate, in accordance with Article 9.

E. FAA flight inspection aircraft may be delayed from scheduled itineraries for unanticipated reasons such as a National Airspace System priority, weather, or unscheduled aircraft maintenance. FAA is not responsible for any additional cost the Sponsor may incur if an inspection must be rescheduled.

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section D of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send an electronic copy of the Agreement to the FAA Agreement Coordinator for FAA signature. The Sponsor will also send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under $1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than $1.00.

B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

C. The Reimbursable Receipts Team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612A
Washington D.C. 20591
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Northeast Wyoming Regional Airport
ATTN: Shelly Besel
2000 Airport Rd, Suite 108
Gillette, WY 82716-8112
307-686-1042, ext 4
shelly.besel@campbellcountywy.gov

D. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence [RESERVED]

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities; 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Each of which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security [RESERVED]

ARTICLE 21. Ensuring Adequate COVID Safety Protocols [RESERVED]

ARTICLE 22. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

FEDERAL AVIATION ADMINISTRATION		**NORTHEAST WYOMING REGIONAL AIRPORT**	
SIGNATURE		SIGNATURE	
NAME	Michele Mustin	NAME	Ron Smith
TITLE	Contracting Officer	TITLE	Director of Operations
DATE		DATE	5/19/2023

CAMPBELL COUNTY BOARD OF COMMISSIONERS AND BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY PROPERTY LEASE AGREEMENT

THIS LEASE AGREEMENT made and executed this day by and between Campbell County Board of Commissioners, 500 South Gillette Avenue, Ste. 1100, Gillette, WY 82716 (hereinafter referred to as "LESSOR"), and Burlington Northern Santa Fe Railway Company, 2650 Lou Menk Drive, MOB-2, Fort Worth, TX 76131, ATTN: Corporate Real Estate (hereinafter referred to as "LESSEE").

Recitals:

A. LESSOR is the owner of the premises described in Section One below.

B. LESSEE desires to lease the tract of land from the LESSOR to engage in business activities related to railroad operations.

C. The parties desire to enter into a lease agreement defining their respective rights, duties, and liabilities relating to the premises.

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Leased Premises**: LESSOR leases to the LESSEE the following described real property (herein described as the "premises") located in Gillette, Campbell County, Wyoming:

See attached Exhibit A and Exhibit B

2. **Lease Term**: The lease shall commence the 1st day of June, 2023, for a period of five (5) years ending on the 31st day of May, 2028. At the end of this lease term, the lease shall automatically renew for successive five-year terms unless either party is given notice at least sixty (60) days in advance of expiration of the then current lease term of their intention to terminate. Upon termination, LESSEE will remove personal property within thirty (30) days after termination. Upon termination according to expiration of terms, the LESSEE shall vacate the premises and in any event will always restore the premises to the same condition as initially existing subject only to normal wear and depreciation.

3. **Rent**: LESSEE agrees to pay LESSOR and LESSOR agrees to accept as rental for the premises during the term of this lease the total sum of $8,937.00 per year. Rent shall be paid in five annual installments of $8,937.00 due on or before June 1, 2023, 2024, 2025, 2026 and 2027. For all subsequent terms of this Lease, if any, the Rent shall increase by a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor. Comparisons shall be made using the index entitled, "U.S. City Average/All Items and Major Group Figures for all Urban Consumers Portland Area (1982-84 = 100)," or the nearest comparable data on changes in the cost of living, if such index is no longer published. The change shall be determined by comparison of the figure for June 1, 2023 with that of June 1 of the current year. In no event shall this calculation cause a reduction in Rent.

4. **Condition of Premises**: It is specifically understood that the LESSOR conveys use of the premises in an "as is" condition and by execution of this agreement serves as acknowledgement that LESSEE has inspected the premises and found it satisfactory for its intended purpose. It is also specifically understood that the premises are in good order and in the same condition as initially existing subject only to normal wear and depreciation. LESSEE also covenants to keep the premises in good order and repair during the term of the lease at its own expense which shall specifically include the privacy fence erected on the northern boundary of the premises.

5. **Use of the Premises**: The LESSEE shall have ***exclusive*** use of the premises for conducting business operations. LESSEE's use of the premises shall be administered in a careful and proper manner and shall comply with and conform to all applicable state, county and municipal laws and regulations. LESSOR shall maintain a right to enter and inspect the premises upon reasonable advance notice, so long as such entry does not unreasonably interfere with LESSEE'S operations.

6. **Utilities**: LESSEE shall pay for all utilities furnished to the premises for the term of this lease, including, but not necessarily limited to, electricity, gas, water, sewer, specialized garbage removal, and telephone service. Utilities shall be billed to the LESSEE and shall be paid which is in addition to the rental requirements.

7. **Rights of Ingress and Egress**: LESSEE shall have at all times the right of ingress to and

egress from the premises referred to herein for LESSEE, its employees, customers, passengers, guests, and other invitees. Such right shall also extend to persons or organizations supplying materials or furnishing services to LESSEE, to include vehicles, machinery, and equipment reasonably required by such persons or organizations.

8. Maintenance and Care of the Premises: LESSEE shall be solely responsible to keep the premises and any improvements placed thereon maintained and in good repair. It shall be neat and pleasing in appearance and LESSEE shall not let the premises fall into a state of ill repair as determined in the reasonable discretion of LESSOR.

9. Construction of Facilities and Improvements: LESSEE shall obtain permission of LESSOR prior to constructing any improvements on the premises. Any improvements shall be at the sole cost, risk and expense of LESSEE and subject to the conditions set forth herein. Any such facilities and improvements shall meet all applicable city, county, and state building codes.

10. Removal of Facilities and Fixtures: Upon termination or expiration of the lease, the LESSEE may remove all facilities and fixtures which it constructed. Such facilities and fixtures shall be removed within three (3) months of the expiration or termination of the lease, weather permitting. Any facilities or fixtures remaining on the premises after that date shall be deemed the property of the LESSOR. Should LESSOR elect to demolish or remove facilities or improvements abandoned by the LESSEE, LESSEE shall be responsible for the expenses incurred by LESSOR.

11. Indemnification and Insurance: This agreement is made upon the express condition that the LESSOR shall be free from all liabilities and claims for damages and/or lawsuits for or by reason of, any injury or injuries, to any person or property of any kind whatsoever, from any cause or causes attributable to LESSEE, while in or upon the leased premises or any part thereof, or occasioned by LESSEE's occupancy or use of said premises, or any activity carried on by, or under the direction of, the LESSEE in connection therewith, except for loss or injury caused from the negligence of the LESSOR. LESSEE agrees that it will protect, indemnify, and hold harmless the LESSOR from all injuries, liabilities, costs, losses, expenses, suits, claims, and damages arising out of LESSEE's occupancy or use of said premises. LESSEE further agrees to defend the LESSOR in any actions filed in court which arise from

said injuries, liabilities, costs, losses, expenses, claims, and damages in the event the LESSOR is named as a defendant in said court action.

LESSEE agrees to provide public liability and property damage insurance policy or policies with a combined single limit bodily injury and property damage per occurrence of not less than Two Million Dollars ($2,000,000.00). All policies shall provide that they are primary coverage without any right of contribution from any other insurance policy or other sources of the LESSOR, and that they will not be cancelled without thirty (30) days prior written notice to LESSOR. The intent of this lease section is to ensure that sufficient funds are available to fully insure LESSOR for the full amounts of its potential liability under the Wyoming Governmental Claims Act, W.S. §1-39-118. If the limits set forth in said Statute are altered, LESSEE shall procure insurance to provide LESSOR with full coverage according to said altered limits, but at no time will the insurance be less than the limits stated herein. The full limits of insurance required by this contract section shall be available to indemnify LESSOR, if necessary. It is the intent of the parties that neither LESSOR nor LESSEE waives any immunity or limitation of its liability which is afforded by the Wyoming Governmental Claims Act.

Notwithstanding anything to the contrary contained in this Lease, LESSEE, at LESSEE's sole option, may elect to fulfill all or any portion of its insurance requirements in this Lease through LESSEE's program of self-insurance. LESSOR acknowledges that LESSEE is insured under Burlington Northern Santa Fe, LLC's Excess Property and Liability Policies. The self-insured retention is in keeping with LESSEE's net worth and cash flows and is consistent with that of other corporations of similar operations and size. Adequate reserves are maintained for claims within the retention.

LESSOR shall be named as an additional insured on said policy or policies. LESSEE shall provide LESSOR with copies of said insurance policies within thirty (30) days after execution of this agreement.

The obligations of this paragraph shall survive termination of this agreement until all applicable statutes of limitation have run.

12. **Risk of Loss**. All improvements, facilities and personal property of the LESSEE on the premises shall be at the risk of LESSEE. LESSEE shall be responsible to carry such fire, casualty and property insurance as it deems necessary to protect its property located on the leased premises. LESSEE acknowledges that LESSOR does not insure LESSEE's improvements, facilities or personal property.

13. **Environmental Compliance**: LESSEE shall conduct its operations on the premises in compliance with, and shall not permit the premises to be in violation of, any applicable local, state, or federal environmental laws. LESSEE shall obtain and maintain in effect all permits required by applicable environmental laws for the premises, and its uses, and shall furnish to LESSOR copies of the permits upon request.

LESSEE shall comply with all applicable reporting requirements of 42 U.S.C. 1101, et seq. (Community Right to Know Act). LESSEE shall not handle, store, dispose of or allow handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9602(14), on the premises except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the premises except as permitted by law. LESSEE shall manage all hazardous substances and chemicals in accordance with all applicable laws and regulations including all occupational safety regulations and orders. LESSEE shall not bring onto the premises any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of LESSEE's lawful operations on the premises. LESSEE shall comply with all laws, regulations, and standards applicable to those substances.

LESSEE shall promptly advise LESSOR, in writing, of any of the following: 1) any and all governmental agencies regulatory proceedings or enforcement actions, instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the premises; 2) all claims made or threatened by any party against LESSEE or the premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant, or hazardous substance; and, 3) LESSEE's discovery of any occurrence or condition on the premises or any real property adjoining or in the vicinity of the premises which might subject LESSEE, LESSOR or the premises to any restrictions on ownership, occupancy, transferability, or use of the premises under any local, state or federal environmental laws.

LESSEE shall make and conduct periodic visual inspections of the premises to determine the presence thereon of any hazardous substance which may have been deposited on the premises by any third party, and shall report any condition which indicates the presence of such substances immediately to LESSOR and to the proper authorities. Such inspection shall be made by LESSEE not less than on a

annual basis. LESSEE, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the premises by any third persons., and shall advise the LESSOR in writing, upon request, of all such precautions which have been made.

LESSOR shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws with respect to LESSEE's use of the premises. LESSEE shall indemnify and hold harmless LESSOR, its board, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability caused by LESSEE's use and occupation of the premises including the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the premises during the Term of this Lease including without limitation:

A. The costs of any governmental agency- required repair, clean-up, or detoxification of the premises, and the preparation and implementation of any closure, remedial, or other required plans; and,

B. All reasonable costs and expenses incurred by LESSOR in connection with clause (A) including, without limitation, reasonable attorney's fees.

LESSEE's obligations in this section shall not apply to environmental conditions, including without limitation the presence of hazardous substances, in existence prior to LESSEE's occupation and use of the premises. The obligation contained in this paragraph shall survive the termination of this agreement until all applicable statutes of limitation have run.

14. **Severability**: This agreement shall be construed under the laws of the State of Wyoming. Any covenant, condition, or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this agreement, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice LESSOR or LESSEE in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this agreement.

15. **Amendment and Early Termination**: This agreement may be amended in any respect by letter or agreement signed and cosigned by the parties. Such document of amendment shall clearly

reference the paragraph or terminology subject to change. Lessor may terminate this Agreement at any time by giving at least sixty days (60) days prior written notice. In the event of early termination by Lessor, Lessee shall be entitled to the return of a pro-rated sum of pre-paid rent, if any. Lessee may terminate this agreement as of December 31 of any year upon at least sixty days (60) days prior written notice.

16. **Default**: If LESSEE shall fail or neglect to observe, keep or perform any of the covenants, terms or conditions herein contained on its part to be observed, and such default shall continue for a period of thirty (30) days after written notice from LESSOR setting forth the nature of LESSEE's default, then and in such event LESSOR shall have the right at its option upon written notice to LESSEE to terminate this lease and all rights of the LESSEE hereunder shall thereupon cease.

17. **Taxes and Assessments**: LESSEE shall be responsible to pay any taxes or assessments, if any, levied against the premises.

18. **Assignment and Subletting**: LESSEE shall not assign any rights or duties under the lease nor sublet the premises or any part thereof without written consent of LESSOR. LESSEE may amend or reorganize its legal structure without the consent of LESSOR so long as the reorganized entity conforms to lease terms and performs in accordance with minimum standards. Consent to one assignment, sublease, or occupation or use by any other person shall not be consent to any subsequent assignment, sublease, or occupation or use by another person. Any assignment or subletting without consent shall be void. This lease shall not be assignable, as to the interest of LESSEE, by operation of law, without the written consent of LESSOR. LESSOR shall not unreasonably withhold consent to assignment or sublease of the demised premises by LESSEE if LESSEE will provide evidence of the financial responsibility of the intended assignee or sublease.

19. **Waiver:** No failure by a party to this agreement to insist upon the strict performance of any term or condition of this lease, or to exercise any right or remedy available on a breach hereof, and no acceptance of a full or partial grant during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition. No waiver of any breach shall affect or alter any term or condition of this lease and such term or condition shall continue in full force and effect with respect to

any other then existing or subsequent breach thereof.

20. **Notice**: Any notice by either party to the other shall be in writing and shall be deemed duly given only if delivered personally or mailed, postage prepaid, certified mail, addressed to the respective parties at the addresses set forth herein.

BNSF:
BNSF Railway Company
2650 Lou Menk Drive, MOB-2
Fort Worth, TX 76131
ATTN: Corporate Real Estate

--with copy to:

BNSF Railway c/o JLL
2650 Lou Menk Drive, MOB-2
Fort Worth, TX 76131
ATTN: Facility Leasing

Campbell County:
Campbell County Board of Commissioners
500 S. Gillette Ave, Suite 1100
Gillette, WY 82716

21. **Indemnification and Hold Harmless.** For the purposes of this Lease, LESSEE's obligations to indemnify LESSOR, if any, contained within Section 11 and 13 herein shall also include LESSOR's duly elected officials, agents and employees.

22. **Entire Agreement**: This lease contains the entire agreement between the parties, and it is agreed that neither LESSOR nor anyone acting on its behalf has made any statement, promise, or agreement, or taken upon itself any engagement whatever, verbally or in writing, in conflict with the terms of this lease or that in any way modifies, varies, alters, enlarges or invalidates any of its provisions, and that no obligation of LESSOR shall be implied in addition to the obligations herein expressed.

23. **Attorney's Fees**: In the event either LESSOR or LESSEE files suit to enforce this agreement, it is hereby agreed that the successful party under such suit shall collect from the other party all costs, expenses, and reasonable attorney's fees incurred in such suit.

24. **Time of the Essence**: Time is of the essence of this lease and all provisions herein.

25. **Binding Effect**: This lease shall be binding on and shall inure to the benefit of the parties hereto, their respective successors in interest and assigns.

LESSOR:

Campbell County Board of Commissioners

By:_____

Colleen D. Faber, Chairman

Date: _____

Attest:

By: _____

Cindy Lovelace, Campbell County Clerk

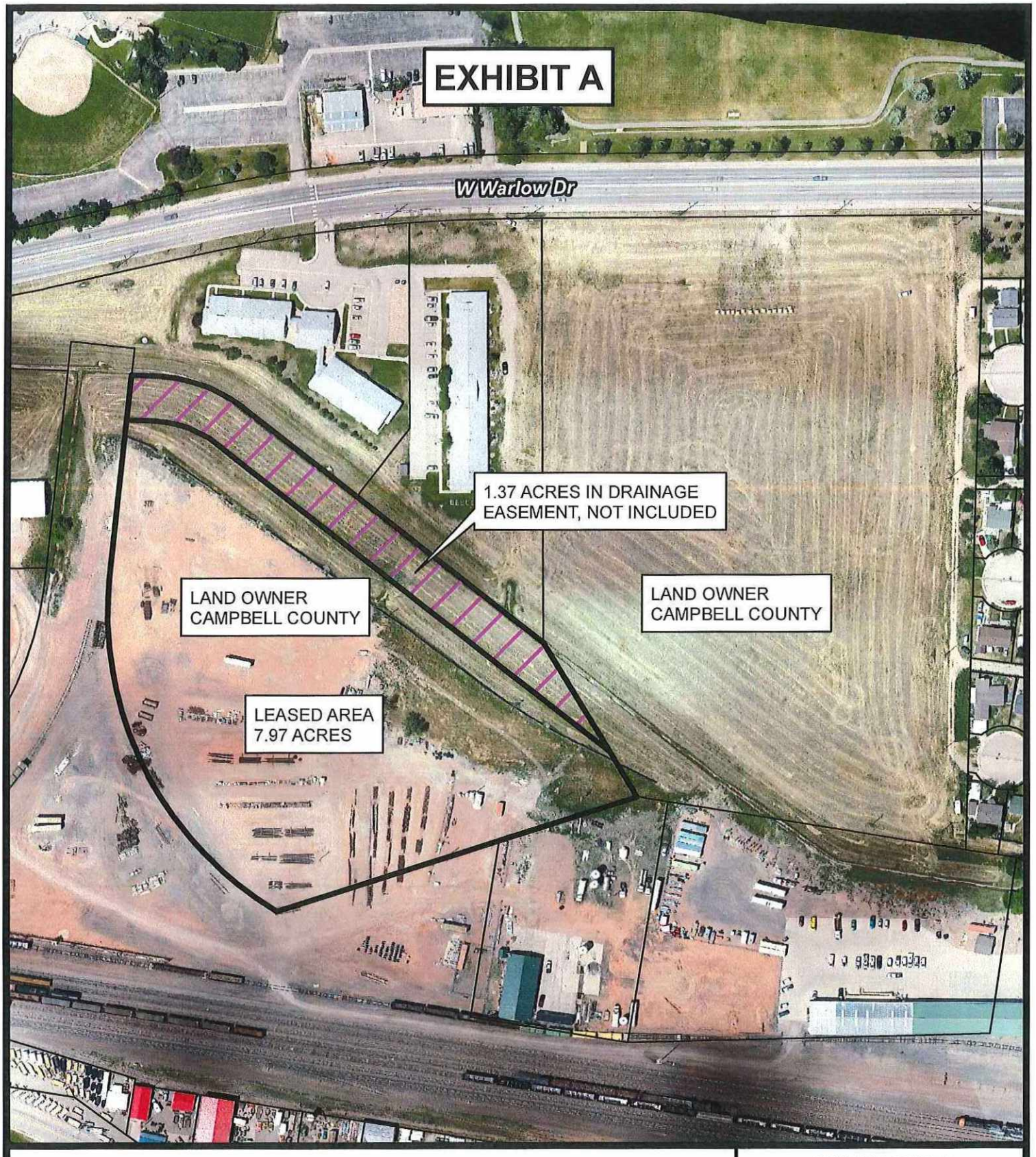
LESSEE:

Burlington Northern Santa Fe Railway Company

By: Joyia E. Nevels

Joyia Nevels, Manager Real Estate

Date: 6/1/2023



Campbell County
wyoming

N

0 120 240
Feet

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

EXHIBIT A
BNSF LEASE AREA

DATE: 8/1/2022 DRAWN BY: crn08

EXHIBIT "B"

LEASE TRACT DESCRIPTION

A tract of land being a portion of Lot 4F of the Resbudivision of LotA , Bicentennial Park Subdivision, as depicted in Book 11 of Plats, Page 252 of the records of the Campbell County Clerk and Recorders Office, City of Gillette, Wyoming, being more particularly described as follows:

BEGINNING at the southwest corner of said Lot 4F, said point being on a curve concave to the northeast;

thence along the western boundary of said Lot 4Fand said curve 615.00' with a radius of 542.23', a chord bearing of N26°37'48"W and a chord distance of 582.56';

thence continuing with the boundary of Lot 4A, N05°55'21"E, a distance of 244.70' to a point on the southern boundary of a 140' drainage easement;

thence running parallel to said drainage easement, being 70' offset from the centerline, S87°48'39"E, a distance of 39.67' to the beginning of a curve to the right;

thence running parallel to said centerline of said drainage easement 112.14', with a radius of 180.00', a chord bearing of S69°57'45"E, and a chord distance of 110.33';

thence running parallel to said centerline of said drainage easement S52°06'57"E, a distance of 777.90';

thence S31°33'53"E, a distance of 81.60' to a point on the southern boundary of said Lot 4F;

thence along the boundary of said Lot 4A, S72°31'16"W, a distance of 591.40' to the **POINT OF BEGINNING**.

Lease area tract contains 7.97 acres, more or less, subject to all rights, restrictions, reservations and/or easements of sight and record.

Thomas E Lubnau (1931-1990)
Thomas E. Lubnau, II
Nicholas A. Norris
Alison Oehs Gee*
Nicklaus L. Dillinger

*Licensed in Montana & Colorado

Lubnau LAW

300 S. Gillette Ave.
Suite 2000
PO Box 1028
Gillette, WY 82717
(307) 682-1313
nick@lubnaulaw.com

May 16, 2023

Campbell County Attorney
500 S. Gillette Avenue, Ste. 1500
Gillette, WY 82716

RE: 2023 Legal Services (Civil) Dear Mr. Henkes:

Thank you for selecting Lubnau Law to represent the Campbell County Attorney's Office with respect to your need for the civil legal services which the County requires. Our representation of Campbell County shall specifically exclude Campbell County Hospital District as well as Title 25 matters, Campbell County School District, Campbell County Lodging Tax Joint Powers Board, Gillette College and Land Board. Lubnau Law further reserves the right to refuse any particular matter upon which you request civil legal services in which Lubnau Law has a conflict or the services required are outside the scope of the services we are able to offer.

You have agreed to pay for our services based on the time we spend working on your behalf. Our hourly rate for attorneys is $285. Legal assistants, who will be utilized where appropriate to avoid unnecessary attorney fees, are charged at $90 per hour. You will be billed for each tenth of an hour we spend on your case, with a minimum of three-tenths of an hour billed for working on your matter. Generally, you will be billed for all time spent on your matter including telephone calls, emails, preparing legal documents, Court appearances, traveling, legal research, and communications made to you other parties on your behalf.

We will send billing statements monthly. They will contain a description of services, including the date, person rendering the service, the amount of time involved, and a description of the tasks accomplished. Monthly statements will also itemize any money we advanced, on your behalf; such as service and filing fees, expert witness fees, deposition and court reporter fees, and charges for investigation, travel and accommodation, telephone and fax charges, copy charges, research charges, and delivery charges.

We will work only on those specific matters referred to this office by the Campbell County Attorneys office and the Campbell County Commission. We do not undertake general representation of the county or county entities. We believe that representation is the exclusive province of the elected County Attorney, and we will work on those matters referred to us by you. We understand you will be the point of contact for the Campbell County Attorneys office, and we request a single point of contact with the Campbell County Commission. Our client will be Campbell County, and we will not undertake to represent one Campbell County entity against another.

You will appreciate we can make no guarantee of a successful conclusion in any matter. However, the attorneys of this film will use their best efforts on your behalf.

During our representation of you, we will be forwarding to you copies of all pleadings, documents, correspondence, and other information that are generated or received by this film. These copies will be for your file, which we encourage you to bring with you to every appointment so that both of us have all

necessary information in front of us. At· the conclusion of the representation, we will close your file and retain it for 30 days, unless otherwise required to be retained for longer under Wyoming law or rules of professional conduct. Your file will be destroyed after that time unless you instruct us in writing now or at the conclusion of the representation that it is your wish to take possession of the file once the matter is completed or our two-year retention period has expired.

We understand this attorney-client relationship is nonexclusive, and that Campbell County is free to retain other attorneys and law firms as it sees fit.

From time to time, this firm will be referred matters outside of our experience and training. In those instances, we will suggest the matter be referred to another firm.

An effective working relationship is essential throughout the course of representation. Given this, should you become dissatisfied with our services at any point in time, please do not hesitate to immediately bring your concerns to our attention. Hopefully, we will be able to discuss and resolve the matter. If not, you may terminate our representation at any time. In the event you elect to do so, you will remain responsible for the payment of any fees earned as well as any expenses incurred. We may terminate our representation of you only as permitted or required by law or regulation. Please he advised that after reasonable notice, your failure to pay on your financial obligations to us or make deposits when due are two such causes that will result in our terminating representation.

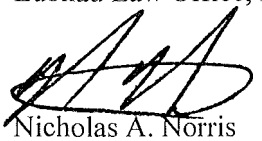
While this agreement is intended to prevent any confusion over the terms of our representation, should a fee dispute arise, you agree to contact us to discuss it first. If we cannot agree upon a resolution, we will arbitrate the matter in accordance with the Wyoming Rules for Fee Arbitration. The Committee on the Resolution of Fee Disputes may be reached through the offices of the Wyoming State Bar Association in Cheyenne, Wyoming. Thereafter, either of us may have recourse to the District Court.

If this letter fairly states our agreement, please so indicate by signing and returning the enclosed copy in the enclosed reply envelope. As .is always true, if you have any questions or concerns, please call us to discuss them.

We greatly appreciate the opportunity to represent you on this matter and look forward to working with you.

Sincerely,

Lubnau Law Office, PC



Nicholas A. Norris

_____ _____

Nathan Henkes Date

Request for Change in Position Allocation Redistribution of Hours

Hrs. to be changed Classification Title: Physical Therapist Hrs.: 32 / wk. FTE: .8

Net Change: 8 hours Hrs: 40/week FTE: 1

Department Requesting Change in Allocation: **Children's Developmental Services**

Explain Request for Change in Allocation and effect on the budget: Our current Physical Therapist has requested changing her schedule to 32/hours a week. She is an excellent employee and an asset to Campbell County. We would like to accommodate this request. Additionally, this is an extremely difficult position to recruit for. We would like if at all possible to leave the budget intact so that if necessary we can possibly contract with an outside physical therapist to fill the gap.

Department Head Signature: _____ Date: 05/12/2023

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

Human Resources Review Date:

Request is: _____ Forwarded _____ Returned

Reason for action: Although there may be no immediate change of FTE or of expense, the potential for increased benefit costs exists by creating ~~Full~~- Time positions were the positions were part-time.

Human Resources Signature: _____ 5/18/2023

Budget Officer Review Date: 5 - 18 - 2023

Request is: _____ Forwarded _____ Returned

Reason for action: Budget will remain the same.

Budget Officer Signature: _____

County Commissioners Review Date: _____-_____-_____

Request is: _____Approved _____Denied

Chairperson Signature: _____ Date: _____

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

Campbell County
wyoming

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS
Colleen Faber, Chairman
Del Shelstad
Jim Ford
Butch Knutson
Kelley McCreery

June 06, 2023

Colleen Faber
Chairman, Campbell County Commissioners
Local Government Representative
NE Wyoming Local Sage-Grouse Working Group
500 S. Gillette Ave, Ste 1100
Gillette, WY 82716
Email: Colleen.Faber@campbellcountywy.gov

RE: Sage-Grouse Implementation Team (SGIT) Proposed Sage-Grouse Core Revisions Mapping Effort

Northeast Wyoming Local Sage-Grouse Working Group (NE LWG):

The Campbell County Board of Commissioners appreciates the opportunity to provide input to the Northeast Wyoming Local Sage-Grouse Working Group (NE LWG) regarding the most recent proposal of Sage-grouse core habitat mapping revisions. As you are most aware, Sage-Grouse are a significant issue in Campbell County as lands are comprised of approximately 83% private surface and an estimated 87.5% federal minerals. Balancing surface disturbing activity, conserving Sage-Grouse habitat, protecting private property rights, and promoting continued energy development is critical to the long-term health of our county and the State of Wyoming.

Campbell County is an active participant throughout the Sage-Grouse debate including the development and execution of the Wyoming Sage-Grouse Executive Order (EO) and the implementation of the Sage-Grouse Implementation Team (SGIT), both of which direct the protection and management of Sage-Grouse and its habitat throughout the State. We have supported the creation of the local working groups and have participated in them as we continue to believe that decisions made more closely to the impacted areas and people affected by the management actions is the most appropriate and most effective form of input and information.

At your request, we submit the following comments for the above-referenced mapping effort specific to additions and deletions of core area and connectivity designations:

1. Governor Gordon signed the most updated Sage-Grouse Executive Order 2019-3 (Replaces 2015-4 and 2017-2) on August 21, 2019. Under Item 18 on page 5 of the Order, the Governor notes that "Absent compelling information that adjustments are necessary to protect the integrity of the Great Sage-Grouse Core Area protection strategy, these Core Population Areas, Connectivity Areas, delineated and mapped Winter Concentration Areas, and protective stipulations identified in this Executive Order shall not be altered for a minimum of 5 years from the date of this Executive Order…"

2. Campbell County understands the reasons for conducting a mapping review before 2024 as BLM has initiated another Greater Sage-Grouse Plan Amendment process and the State of Wyoming wishes to participate with the most up to date information available. However, we do have some concerns with the proposed mapping revisions and are providing the following details for your consideration:

A. The Core Area Management Strategy is a statewide plan and when the original strategy was being contemplated, it was recognized that the NE Wyoming area contained less habitat and fewer males. The plan at that time was to protect ~40% of the birds in core areas; however, ~53% of the birds are now protected by core in the NE,

which demonstrates that the birds are increasing under the current management strategy and further protection through core area designation may not be suitable to these newly identified areas.

B. Although the concept that Wyoming has employed through its EO has been fairly straight forward by designating core or non-core areas of protection, it seems that there needs to be a discussion regarding areas that are important but do not rise to the level of core protection. The NE LWG and SGIT should consider a suite of Best Management Practices that could be implemented in areas to protect Sage-Grouse and Sage-Grouse habitat in lieu of core designations. Comments specific to NE LWG locations include:

1). NE/C - East of existing core, contains high density CBM development.

2). There is a mix of private, state, and federal lands in this proposed area.

3). Sage-Grouse are productive in the area and through thoughtful and effective planning of landscape scaled energy development, the implementation of BMPs that were researched and shown to minimize impacts to Sage-Grouse in this area have proven to be successful. (https://pubmed.ncbi.nlm.nih.gov/25835296/).

4). There are also currently existing valid mineral leases and permits.

5). This area has been heavily researched - thus more data that other areas in relation to Sage-Grouse presence, use and area utilization. (https://pubmed.ncbi.nlm.nih.gov/25835296/).

6). Campbell County believes that this area should be kept outside of core due to the level of current disturbance. Mineral development companies have obtained leases in the area due to its non-core designation. Current BMPs are proving to be successful, and expectation has not changed. While it is an important area for Sage-Grouse, it does not fit under core area management. (https://pubmed.ncbi.nlm.nih.gov/25835296/).

7). NE/N - NE/E - Large addition - large number of private acres.

8). Campbell County advises LWG to work with local landowners to resolve issues before moving forward.

9). NE/N - Low breeding density, few grouse in this area, mostly habitat.

10). This area does not meet the standards for core area management.

11). Local affected landowners have expressed opposition to the proposal. Campbell County encourages the LWG to work with local landowners to resolve issues before moving forward.

C. Also troubling is the impact to private surface with the proposed core area expansion. Campbell County is home to a significant percentage of split estate and specifically private surface (83%). We remain concerned that an increase of this magnitude of core habitat impacting private surface could create an antagonistic atmosphere in which to manage and apply protection measures for Sage-Grouse and its habitat. Participation in applying core area protection by private property owners is a voluntary decision and cannot be mandated by the state and therefore, landowner buy-in is critical to the success of this effort. It is our understanding that meaningful outreach or notification to affected landowners has not occurred to date regarding this potential expansion of core habitat in NE Wyoming. No proposal should move forward until the LWG has received support from landowners affected by this proposal.

D. It is critical that valid existing rights, including but not limited to, mineral leases, permits, Drilling and Spacing Units (DSUs), and mining claims or permits must be recognized and protected. Many mineral/energy companies have based their development plans over the past several years on the current core area mapping boundaries. Development plans are already moving forward by obtaining the necessary permits, or permits have been obtained and energy development is scheduled to occur in the near future in the core expansion areas. Any expansion of core areas must take into consideration existing uses, which must be allowed to move forward without

the full restrictions of core area management. A significant curtailment of energy/mineral development could cause serious economic challenges for the County and the State.

E. Funding derived from mineral development constitutes a significant portion of State and County revenue used to pay for essential services, including roads, fire protection, courthouses and judicial systems, libraries, landfills, hospitals, law enforcement, airports, recreation, public health, and senior citizen centers. Any curtailment of leasing and development activity significantly impacts the socio-economics of the communities and eliminates a critical funding stream for not just Campbell County, but all counties, the State of Wyoming and its residents, which will cause reductions to budgets for human services, education, infrastructure and law enforcement. Without that tax revenue derived from this industry, there would be insufficient funds to provide basic services at a level needed for the protection of the county residents' health, safety and security.

F. Campbell County encourages both state and federal agencies to be as consistent as allowed by law with the Campbell County Natural Resource Land Use Plan adopted in September of 2022. The County Plan specifically recognizes that the private sector is the best engine for economic growth; regulatory policies should respect the role of state and local governments; and state and federal land policies and regulations should be effective, consistent, sensible, and understandable. In adopting this land use plan, the Board of Campbell County Commissioners intends to take the following actions:

1). Protect the integrity of environmental systems and natural resources.

2). Preserve and promote resource-based industries.

3). Promote a robust, diverse, and stable economy.

4). Minimize conflicts between land uses.

5). Protect public health, safety and welfare.

6). Preserve culture, customs, heritage, and economic diversity.

7). Recognize and protect private rights and interests in state and federal land resources, including rights-of-way, public access, grazing leases and permits, water rights, special use leases and permits, mineral leases, contracts, and recreational use permits and licenses.

3. Finally, there are some questions regarding the process that the State SGIT and NE Wyoming LWG have followed, and that stakeholders and private landowners were not notified regarding the core area expansion. The well-established process that was agreed to by the SGIT and the LWGs during its creation must be followed to preserve the integrity of the overall effort.

In conclusion and for reasons outlined above, Campbell County believes the proposal being considered by the LWG should consider the information provided above in detail and we would caution moving forward with any significant core area expansion proposals in NE Wyoming at this time. Any consideration to review new information should follow the established process, incorporate stakeholder input including affected landowners and occur before significant additions to core is adopted and implemented. Thank you for your hard work, and for your consideration of our concerns.

Sincerely,

Del Shelstad	Jim Ford	Butch Knutson	Kelley McCreery
Commissioner	Commissioner	Commission	Commissioner

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Wyoming

Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 70897682

That we Troy A. Collins,

of Gillette, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Los Caballos Service & Improvement District, the State of Wyoming, in the penal sum of Five Thousand and 00/100 DOLLARS ($ 5,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 6th day of April, 2023.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly Appointed [X] Elected [ ] to the office of Treasurer in the _____ of Los Caballos Service & Improvement District, and State aforesaid for the term beginning March 22nd, 2023, and ending March 22nd, 2024.

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

SEAL

Principal

WESTERN SURETY COMPANY

By Paul T. Braflat

Paul T. Braflat, Vice President

Form 944-A-12-2019

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

KF

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha } ss

On this 6th day of April, 2023, before me, appeared Paul T. Bruflat to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

P. Dahl
Notary Public

My Commission Expires June 18, 2025

OATH OF OFFICE

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

State of Wyoming
County of Campbell } ss

This Oath of Office was subscribed and sworn to before me by Troy A. Collins
on this 8 day of May, 2023
My commission expires: April 22, 2028

Notary Public, Wyoming

Brittany VanAuken
Notary Public of the State of Wyoming
160533
My Commission Expires:
April 22, 2028

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING
County of Campbell } ss

On this 8 day of May, 2023, before me, personally appeared Troy A. Collins, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as his free act and deed.

My commission expires
April 22, 2028

Notary Public, Wyoming

Brittany VanAuken
Notary Public of the State of Wyoming
160533
My Commission Expires:
April 22, 2028

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

One Treasurer Los Caballos Service & Improvement District

bond with bond number 70897682

for Troy A. Collins
as Principal in the penalty amount not to exceed: $5,000.00.

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 6th day of April, 2023.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

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

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 6th day of April, 2023, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Bauder who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

M. BENT NOTARY PUBLIC SOUTH DAKOTA SEAL SEAL

M. Bent
Notary Public

My Commission Expires March 2, 2026

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

Form F1975-11-2022

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

The State of Wyoming }
County of Campbell } ss.

This instrument was filed on the____day of_____ 20_____.

_____
County Clerk

By_____
Deputy

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

Campbell County
wyoming

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS
Colleen Faber, Chairman
Del Shelstad
Jim Ford
Butch Knutson
Kelley McCreery

Board of Commissioners-Staff Report

Meeting Date: June 6th, 2023
Presenter: Kristin Young
Submitting Department: Office of Commissioners
Subject: Consideration of Opioid Settlement Use Plan

Statement/Purpose:
Consideration of funding from the National Opioid Settlement to be used in accordance State of Wyoming Office of Attorney General & participating local governments OneWyo Opioid Settlement Memorandum of Agreement (MOA).

Background/Description (Pros & Cons):
The MOA focuses on 3 strategies: Treatment, Prevention, and Other. Compliance with the terms and eligible uses listed on the MOA is required. Coordination with published plan released by the State of Wyoming Office of Attorney General is required to mitigate duplication of efforts.

Stakeholder Analysis & Involvement:
A public hearing was held on March 7th 2023 at 10:30am. The comments were taken into consideration by a staff sub-committee.

Fiscal Impact:
Until National Opioid Settlement funding is exhausted, may be adjusted to respond to community needs and available funding:
Adult Treatment Court: $27,000 per fiscal year with the ability to adjust program based on available funding and community needs. Adult Treatment Court will receive funding to treat participants with opioid use disorder for substance abuse treatment/mental health treatment/Medically Assisted Treatment (MAT) (MOA Exhibit A, Part 1: Treatment).

Public Health: $19,200 per fiscal year funding for fentanyl resistant gloves for Gillette Police Department, Campbell County Sherriff's Office, Campbell County Sherriff's Department, Campbell County Juvenile & Family Drug Court, and Campbell County Adult Treatment Court (MOA Exhibit A, Part 3: First Responders).

Public Health: $9,000 per fiscal year funding for naloxone replacement for 60 law enforcement officers (MOA Exhibit A, Part 3: First Responders)

Staff Impact:
The Campbell County Grants Management Specialist will work with departments to oversee the funds and monitor compliance.

Legal Review:
Ferris

Staff Input:
Staff recommends the approval from the Board of County Commissioners for Adult Treatment Court and Public Health received funding in accordance with the 'fiscal impact' section above.

Attachments:
Campbell County Opioid Settlement Plan

Campbell County Share of Opioid Settlement Fund Plan

June 6, 2023

As the local agency responsible for using the Campbell County local share of Statewide Share of Opioid Funds in accordance with the State of Wyoming Office of Attorney General and local participating governments OneWyo Opioid Settlement Memorandum of Agreement (MOA), Campbell County is required to publish an online report detailing the following for the fiscal year (2024):

- The amount of the Local Share of Opioid Funds received;
- The amount of the Local Share of Opioid Funds expended broken down by strategy, program, or project; and,
- The amount of any grants awarded, listing the recipients, amounts awarded, amounts disbursed, and disbursement terms, programs, strategies and projects funded.

The Statewide Share of Opioid Funds received by the Campbell County to date is $357,029.92. Campbell County is including the June 2023 disbursement in this report although it was not received by the Department during the 2023 fiscal year. While no settlement funds have been expended to date, the tables below illustrate Campbell County's plans for expending the Local Share of Opioid Funds.

Planned Use of the Local Share of Opioid Funds - Campbell County

Project Name	Planned Amount	Description
Adult Treatment Court - Mental Health/ Substance Abuse/ MAT for OUD	$27,000	Supplement existing and expand Adult Treatment Court resources for treatment of opioid use disorder (OUD) and any co-occurring substance use or mental health issues including Mental Health, Substance Abuse and Medication Assisted Treatment (MAT).
Public Health - First Responder & Treatment Court fentanyl resistant gloves	$19,200	Law Enforcement & First Responder Safety
Public Health - Naloxone	$9,000	Law Enforcement & First Responder Safety for 60 officers
Reserved for eligible future Community Needs	$319,107.92	Not yet applied, may be used at any time

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Shelly Besel, Northeast Wyoming Regional Airport

DATE: **May 31, 2023**

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: Request transfer of funds from Employee Tran to Asso Dues to ensure adequate funding in this account through the end of the fiscal year.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
5/31/23	$680.00	100751 62450	Empl Tran	100751 62200	Asso Dues

Department Head Signature: _____ VSM

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Troy Clements - Assessor

DATE: **5-10-2023**

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION:

#1-Swapping amount back into account used for PO to lock in price before price increase

#2 Prices increased to advertise

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
5-10-2023	$2,465.10	62720	Software Cost	62000	Postage & Freight
5-10-2023	$136.46	62000	Postage & Freight	62180	Media/Subscription/Periodical

Department Head Signature: Troy A. Clements

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Troy Clements

DATE: **5-24-2023**

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: Price increases to advertise

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account # 100041	Account Name	Account # 100041	Account Name
5-24-2023	$48.70	~~62720~~ 62000	Postage & Freight	62100	Advert/Publication/LegalNotice

Department Head Signature: Troy S. Clements VSIG

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland

FROM: Jana Webb

DATE: May 22, 2023

SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From: 310703-60005			Transfer To: 310703-67040	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
5/22/23	3000.00	310703-60005	Special Education FT Regular	310703-67040	703GS23PTB Utilities
5/22/23	701.00	310703-60005	Special Education FT Regular	310703-67040	703G 23PTC School Supplies
5/22/23	271.00	310703-60005	Special Education FT Regular	310703-67040	703GS23PTB Telephone

Justification: CDS did not budget enough for Telephone, Supplies and Utilities in the 310703 cost center. We budgeted for a Speech Language Pathologist position that has been vacant since July. We would like to transfer some of these unused funds into utilities. (We were able to secure a new Speech Pathologist who started 4/3/23).

Department Head Signature: _____ 18M

Commissioner Signature: _____

1592

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Extension

DATE: 05/10/2023

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION:

101.62450 to 101.62000 – The admin conference was hosted in Gillette and we had extra budget from not needing to travel and we can always use postage.

101.62080 to 101.62000 – Small leftover for marketing to postage, because we can always use postage.

103.62450 to 103.63420 – Travel budget not used due to the position being open for several months. This money is being moved to help with several areas of programming and education within 4H.

102.62450 to 102.63420 – Travel budget not used for the year, transferring to help with several areas of programming and education within 4H.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
05/10/2023	$780.00	101.62450	EE Dev Meet	101.62000	Postage
05/10/2023	$52.26	101.62080	Public Relations	101.62000	Postage
05/10/2023	$1000.00	103.62450	EE Dev Meet	103.63420	Special Events/Programing
05/10/2023	$607.23	102.62450	EE Dev Meet	102.63420	Special Events/Programing

Department Head Signature: Kim Fry 5/8/23

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Extension

DATE: 05/22/2023

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION:

104.62450 to 104.63420 – Travel budget not used due to illness. This money is being moved to help with several areas of programming and education within the horticulture program.

104.64150 to 104.63420 – Gasoline budget not used due to illness. This money is being moved to help with several areas of programming and education within the horticulture program.

103.64150 to 103.63420 – Gasoline budget not used due to this position being open most of the year. This money is being moved to help with several areas of programming and education within the 4H Static Areas.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
05/22/2023	$368.72	104.62450	EE Dev Meet Trav	104.63420	Special Events
05/22/2023	$438.00	104.64150	Gasoline	104.63420	Special Events
05/22/2022	$500.00	103.64150	Gasoline	103.63420	Special Events

Department Head Signature: Kim Tracy VSM

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Cindy Lovelace & Board of Commissioners

FROM: Brandy Elder

DATE: **5/18/2023**

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: At the implementation of the Tyler system, we were informed that Wellness and Safety were one account number, causing invoices to be paid out of the 63420 instead of 60450 in the amount of $2415.45. We also need to pay out the end of year Safety Incentive program rewards.

Due to the election we need to transfer money into professional liability for bonds.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
5/18/2023	15,000.00	60450	Wellness	63420	Event Program
5/18/2023	1,000.00	62880	Insurance Claims	62820	Professional Liability

Department Head Signature: _____ 5/18/23 1PM

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Juvenile and Family Drug Court

DATE: **May 26, 2023**

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION:

JFDC needs to transfer funds within CST from Substance Abuse Tx JFDC into CST Travel due to traveling out of town for training. In addition JFDC needs to transfer money into office supplies due to a purchase for office supplies from graduation/incentives.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
05/26/23	$1000	452GS23CST-SUBABTREAT-JFDC (310452-67220)	Substance Abuse TX JFDC	452GS23CST-TRAVEL (310452-67220)	Travel
05/26/2023	$20	452GS23CST-TREATMENT-GRADINCENT (310452-67220)	Graduation/Incentives	452GS23CST-SUPPLIES (310452-67220)	Office Supplies

Department Head Signature: _____

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Board of Commissioners

FROM: Terri Lesley

DATE: May 18, 2023

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: A full time employee initially declined health insurance and then picked up health insurance.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
5/18/2023	$11,200	100711.60005	Full Time-Regular	100714.61500	Insurance Benefits
	$5,000	100713.61500	Insurance Benefits	100714.61500	Insurance Benefits

Department Head Signature: Terri L. Lesley 5/18

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Board of Commissioners

FROM: Terri Lesley

DATE: May 26, 2023

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: Unusual snow accumulation resulted in additional snow removal expenses at the Wright Branch Library

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
5/26/2023	$515	100714.62700	Tech Hardware Main	100714.65080	Building Maintenance

Department Head Signature: Terri L. Lesley TSM

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Board of Commissioners

FROM: Terri Lesley

DATE: May 31, 2023

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: (1) Software subscription price increase; (2) Fastcase subscription price increase (legal database, statutory requirement)

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/01/2023	$372	100713.62700	Tech Hardware Main	100713.62720	Software cost (Sub)
06/01/2023	$75	100713.64420/ DATABASE	Electronic/Adult - Database	100713.64360	Law Library

Department Head Signature: Terri Lesley TSM

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Robert Henning, Rockpile Museum

DATE: **5/26/2023**

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION:

We would like to transfer these funds to cover our brochure printing costs as well as a few spring advertisements. Both expenditures are utilized to attract summer tourists to the museum. All or a percentage of these funds should return to us as revenue through admissions fees.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
5/26/2023	$1,000.00	721.62220	Utilities	721.62080	Public Relations / Promotions

Department Head Signature: Robert A Henning VSM

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Cindy Lovelace & Board of Commissioners

FROM: Parks and Recreation

DATE: 5/5/2023

SUBJECT: Budget Line-Item Transfer Request (Project Ledger transfer when noted)

JUSTIFICATION:

Project ledger adjustment needed:

Transfer of funds needed to cover expenses for outdated irrigation heads.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
5/5/2023	$5500	100776-63420 770776-SPECEVENT-PROGCOST	SPECIALEVENT	100776-65060 770776-GROUNDMAIN-IRRIGPARTS	GROUNDS MAINTENANCE

Department Head Signature: _____ V&M

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Cindy Lovelace & Board of Commissioners

FROM: Parks and Recreation

DATE: 5-12-2023

SUBJECT: Budget Line-Item Transfer Request (Project Ledger transfer when noted)

JUSTIFICATION: Membership fees for PGI.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
5/12/23	$50.00	100772-62060 770772 PUBRELPROM-PUBRELPROM	Public Relations Promotions	100772-62200 770772-ASSNDUES	Assn, Dues, Fees and Licensure

Department Head Signature: _____ V8M

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Cindy Lovelace & Board of Commissioners

FROM: Parks and Recreation

DATE: May 16, 2023

SUBJECT: Budget Line-Item Transfer Request (Project Ledger transfer when noted)

JUSTIFICATION: Transfer of funds needed to cover cost for cell phone plan.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
May 16, 2023	$400	100775-62450 770775-Admin-empltran-staffdev	EE Dev Meet Trav Meal Lodg	100775-62020 770775-Admin-commnet-phone	Communication/Network Expense

Department Head Signature: _____

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Cindy Lovelace & Board of Commissioners

FROM: Parks and Recreation

DATE: May 17, 2023

SUBJECT: Budget Line-Item Transfer Request (Project Ledger transfer when noted)

JUSTIFICATION:

Transfer needed to cover trip expenses for Tyler Connect conference.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
May 17, 2023	$440	100776-62450 770776-EMPLTRAN-TRAVTRAN	EE DEV MEET TRAV MEAL LODG	100771-62450 770771-EMPLTRAN-MEALSLODG	EE DEV MEET TRAV MEAL LODG
May 17, 2023	$386	100776-62450 770776-EMPLTRAN-MEALSLODG	EE DEV MEET TRAV MEAL LODG	100771-62450 770771-EMPLTRAN-MEALSLODG	EE DEV MEET TRAV MEAL LODG

Department Head Signature: _____

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Cindy Lovelace & Board of Commissioners

FROM: Parks and Recreation

DATE: May 19, 2023

SUBJECT: Budget Line-Item Transfer Request (Project Ledger transfer when noted)

JUSTIFICATION: More snow removal than originally projected in budget.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
May 19, 2023	$500	100773-64000 770773-Supplies-poolsupp	Supplies	100773-62260 770773-Profserv	Professional Services

Department Head Signature: _____ VSM

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: PWS - LANDFILL

DATE: **05/17/023**

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION:

The landfill would like to transfer funds from our Office Supplies account to our General Supplies account to cover budget shortage until the end of the fiscal year.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
05/17/2023	$1,500	082.64050	Office Supplies	082.64000	General Supplies

Department Head Signature: _____ 5/18

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Rachael Knust/Campbell County Treasurer

DATE: **05/23/2023**

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: Need to take money out of Equipment Maintenance put in Office Supplies to make it until end of June for copy paper, envelopes, and other general office supplies for the office

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
05/23/2023	$4000.00	100031-62760	Office Equip Maint	100031-64000	Supplies

Department Head Signature: Rachael Knust VSM

Commissioner Signature: _____

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

Campbell County
wyoming

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS
Colleen Faber, Chairman
Roy Knutson
Jim Ford
Del Shelstad
Kelley McCreery

Procurement Approval Form

Instructions: *Follow Campbell County Purchasing & Procurement Policy. Fill out **applicable** information below. Submit to Commissioner's Office with supporting documentation. For grants, share procurement file with Grants Management Specialist.*

Date of Commissioner's Meeting 6/6/2023

Description of Procurement Remote Control System for Public Warning Siren System

Date(s) of bid/requests for proposals publication: SOLE SOURCE REQUEST **Attach bid advertisement/legal notice**

Funding Source EMPG ARPA & County Match

County-Department ☑ **Budget Number**

Federal – CFDA/ALN ☑ 97.042 **Prior approval from agency required (attach)**

State – State grant identifying number ☐ 21-EMPG-ARP-CAM-GCF21-2 **Prior approval from agency required (attach)**

Other – Please explain: ☐

Please mark as applicable:

☐ **Annual Contract Award** ☑ **New Contract Award** ☐ **Amendment to Contract Award** **Bid/Request for Proposals**

☑ **Includes Capital/Fixed Assets** ☑ **Bid/Proposals Required** ☑ **Sole Source Request**

Date range of contract for services 10/1/2020-3/30/2024

Amount $28,308 updated from 5/16/23 Meeting

Justification and Basis of Award for contractor/vendor selection:

CCEMA is asking for Sole-Source Purchase approval for the CentrAlert® C-DAC control system to activate Campbell County's emergency warning notification system. Our research has shown CentrAlert is the only system that has the direct capability to remotely activate the county's Whelen WPS-2910 Sirens via the features provided within the CentrAlert's Mobile Guardian Application.

Date of Legal Review (contracts for services only) n/a

Date of Risk Management Review (contracts for services only) n/a

Chairman, Colleen Faber

Campbell County
wyoming

OFFICE
500 South Gillette Avenue
Suite 1100
Gillette, Wyoming 82716
(307) 686-7477 (Office)
(307) 689-7477 (Cell)

Emergency Management Agency

COORDINATOR
David King

david.king@campbellcountywy.gov

May 11th, 2023

To: Campbell County Commissioners

From: David King, CCEMA Coordinator

Re: Sole Source Purchase Request

The Campbell County Emergency Management Agency is requesting you to approve a Sole Source Purchase of a CentraAlert Alerting package utilizing funds from the County's Optional 1% Sale Tax and a DHS/FEMA Grant under the Emergency Management Performance grant Program – Amerian Rescue Plan Act (EMPG-ARPA).

The Commission has previously approved committing $15,000 of the 1% grant funding for this purchase, and we have received the grant documents from the state committing to the funding.

CCEMA is asking for Sole-Source Purchase approval for the CentrAlert® C-DAC control system to activate Campbell County's emergency warning notification system. Our research has shown CentrAlert is the only system that has the direct capability to remotely activate the county's Whelen WPS-2910 Sirens via the features provided within the CentrAlert's Mobile Guardian Application.

CentrAlert's technology is patented and cannot be duplicated by any other manufacturer. With C-DAC systems deployed worldwide, CentrAlert is proven technology.

Whelen Engineering manufactures the public warning siren system which is used by Campbell County and their representatives have informed CCEMA there are only two companies that they know of which make systems that work with Whelen's proprietary siren controls.

The second company does not have all the capabilities and features which we want to utilize and are provided by the CentrAlert system.

CentrAlert Inc.

3090 Harrodsburg Road
Suite 202
Lexington, KY 40503

Estimate

Date	Estimate #
4/7/2023	6630

Name / Address	Ship To
Campbell County, WY 500 S. Gillette Avenue Suite 1100 Gillette, WY 82716	Campbell Co EMA 500 S. Gillette Avenue Suite 1100 Gillette, WY 82716

Terms	Expiration Date	FOB
Net 30	5/7/2023	Lexington, KY

Item	Description	Qty	Rate	Total
	CentrAlert C-DAC System			
CDAC-PE	SSD with RAID and one base module. (May add multiple modules for cost) Includes local Guardian, 10 email contacts, KnowNOW! integration with one group, and initial map configuration	1.00	10,195.00	10,195.00
SOS001	Siren Control Module - (One module Included with purchase of C-DAC system)	1.00	0.00	0.00
SCL-N-A	Single Communications Link, Network Input, Analog Radio Output	1.00	1,220.00	1,220.00
C-DAC Aware	C-DAC Aware Module License - NOAA Activation	1.00	995.00	995.00
	Remote Network License - Allows VPN/Remote access to Control System			
CDAC-RG	Guardian Remote Network License	3.00	1,735.00	5,205.00
	Mobile Guardian - Optional for Mobile Phone activation			
CAMBA-LIC	CentrAlert Mobile Application Software Module	1.00	736.00	736.00
CAMBA-DWN	CentrAlert Mobile Guardian Application Download- Per Download	1.00	525.00	525.00
CAMBA-ALC	CentrAlert Mobile Application Annual License (Waived with valid Elite Support Plan)	1.00	42.00	42.00
	Installation and Training			
INST-OS	Onsite installation, Per Day (Travel and Expenses billed as separate cost-Estimated at $1800)	4.00	1,500.00	6,000.00
CAAST001-A	CentrAlert C-DAC Certified Training at Site - Administrator	1.00	3,500.00	3,500.00
Discount	Discount for training done at time of installation		-2,000.00	-2,000.00
	Annual Subscription Fees			
CA-Elite-1	CentrAlert Elite Support for one CPU (Includes 24/7 Software Support, Online Video Training, Service and upgrade discounts, and Remote Diagnostics). Renews Annually.	1.00	1,595.00	1,595.00
C-DAC Aware	NOAA CAP Server Subscription - Add-On to Technical Support Plan	1.00	295.00	295.00
KnowNOW!-EMA	KnowNOW! app public group alerts. Free for EMA agencies (premium options available for cost)	1.00	0.00	0.00

Estimate valid for 60 days from Estimate date. Standard CentrAlert products are quoted. Dealer is responsible for ensuring that quoted system meets or exceeds any applicable customer specification. All purchases are FOB: Lexington

Total $28,308.00

Phone #	E-mail
8592241047	sales@centralert.com

2023 050

Position Vacancy Justification

Department:	**CLERK**			Date:	**5/25/2023**
Position Title:	**ACCOUNTING MANAGER**				
Classification Grade:	**111**		Current Salary of Incumbent:	**$65,790.40**	
Salary Range:	Min **$65,790.40**		Mid **$83,574.40**	Max **$101,358.40**	
Justification for Hiring Position:	Existing budgeted position - Vacancy due to promotion				
Termed Incumbent:					
Position Originated:	County				
Funding Source for Position:	County: **X**	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time **X**	Part-Time	Number of Annual Hours:		**2080**
Reason for Vacancy:	Replacement due to Termination: No		Replacement due to Retirement: No		New Position: No
Existing Budgeted Position:	**YES**				
Benefit Eligible:	**YES**				
Department Head Signature & Date			5/25/2023		
H.R. Resources Director Approval & Date			5/25/2023		
Commissioner Approval & Date					

Position Vacancy Justification 2023-046

Department:	**Children's Developmental Services of Campbell County**		Date:	**5/22/23**
Position Title:	**Early Childhood Special Education Instructor**			
Classification Grade:	**108**	Current Salary of Incumbent:	**$62,791.15**	
Salary Range:	Min **50,793.60**	Mid **64,532.00**	Max **78,270.40**	
Justification for Hiring Position:	To provide a comprehensive early intervention program for children ages 2 ½ through five including coordination, development, and implementation of the Individual Educational Plan/Individual Family Service Plan (IEP/IFSP) process, screening assessment, intervention, and case management in accordance with the Individuals with Disabilities Education Act (IDEA).			
Termed Incumbent:				
Position Originated:				

Funding Source for Position:	County: **No**	State: **Yes**	Federal: **Yes**	Other: **No**	Explain Other:
Status Code:	Full-Time **Yes**	Part-Time **No**	Number of Annual Hours:		**2080**
Reason for Vacancy:	Replacement due to Termination: Yes		Replacement due to Retirement: No		New Position: No
Existing Budgeted Position:	**Yes**				
Benefit Eligible:	**Yes**				
Department Head Signature & Date	05/22/23				
H.R. Resources Director Approval & Date	5/24/23				
Commissioner Approval & Date					

2023-047

Position Vacancy Justification

Department:	**Sheriff's Office**			Date:	**5/23/2023**
Position Title:	**Detention Officer**				
Classification Grade:	**109**		Current Salary of Incumbent:	**$28.77**	
Salary Range:	Min **$26.62**		Mid **$33.82**	Max **$41.01**	
Justification for Hiring Position:	Filling existing budgeted position.				
Termed Incumbent:	Detention Officer		(Resigned 5/26/2023)		
Position Originated:	Budgeted Position for Fiscal Year 2022-2023				
Funding Source for Position:	County: **Yes**	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time **Yes**	Part-Time	Number of Annual Hours:		**2,080**
Reason for Vacancy:	Replacement due to Termination: **Yes**		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	**Yes**				
Benefit Eligible:	**Yes**				
Department Head Signature & Date					**5/23/2023**
H.R. Resources Director Approval & Date					5/25/23
Commissioner Approval & Date					

2023- 048

Position Vacancy Justification

Department:	**Sheriff's Office**		Date:	**5/23/2023**
Position Title:	**Facility Supervisor**			
Classification Grade:	**110**	Current Salary of Incumbent:	**$36.53**	
Salary Range:	Min **$29.02**	Mid **$36.86**	Max **$44.70**	
Justification for Hiring Position:	Filling existing budgeted position.			
Termed Incumbent:	Facility Supervisor (Resigned 6/15/2023)			
Position Originated:	Budgeted Position for Fiscal Year 2022-2023			

Funding Source for Position:	County: **Yes**	State:	Federal:	Other:	Explain Other:

Status Code:	Full-Time **Yes**	Part-Time	Number of Annual Hours:	**2,080**
Reason for Vacancy:	Replacement due to Termination:		Replacement due to Retirement: **Yes**	New Position:
Existing Budgeted Position:	**Yes**			
Benefit Eligible:	**Yes**			
Department Head Signature & Date	Tony Martin			**5/23/2023**
H.R. Resources Director Approval & Date				5/25/23
Commissioner Approval & Date				

2023-052

Position Vacancy Justification

Department:	**Public Works - Custodial**			Date:	**6/6/2023**
Position Title:	**Custodian I**				
Classification Grade:	**102**		Current Salary of Incumbent:	**$20.71/hour $43,065.36/yr**	
Salary Range:	Min **15.85**		Mid **20.14**	Max **24.42**	
Justification for Hiring Position:	Position open due to retirement				
Termed Incumbent:					
Position Originated:	Budgeted FY22/23				
Funding Source for Position:	County: x	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	Marfoh 5/30/2023				
H.R. Resources Director Approval & Date	5/30/2023				
Commissioner Approval & Date					

The following page(s) contain the backup material for Agenda Item: 9:05 Most Valuable Personnel (MVP) Award

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

CAMPBELL COUNTY EMPLOYEE RECOGNITION COMMITTEE

500 SOUTH GILLETTE AVENUE, SUITE #1200
GILLETTE, WY 82716

TO: Campbell County Board of Commissioners

FROM: Employee Recognition Committee
Sarah Marrington, Chair
Maureen Costello, Vice-Chair
Dawn Livesay, Secretary
Liz Edwards
Shannon Ireland
Charity Knopp
Samantha Krebsbach
Tracey Archer
Jennifer Points, HR Liaison

DATE: June 6, 2023

SUBJECT: Most Valuable Personnel (MVP) Award

The Employee Recognition Committee is pleased to recognize Campbell County Airport's Executive Director, Todd Chatfield for the Most Valuable Personnel award at the December June 6, 2023, board meeting.

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

Thank you for your ongoing support of the recognition program.

Campbell County
wyoming

MEMORANDUM

TO: Employee Recognition Committee

DATE: May 17, 2023

SUBJECT: MVP Nomination: Todd Chatfield

Todd Chatfield showed excellent customer service to several County employees who were traveling out of state for a conference. Employees encountered flight delays departing from the Campbell County Airport and other airport locations. Employees contacted Todd requesting advice on connecting flights. Todd made phone calls on the employees' behalf to answer questions and assist in boarding the connecting flights. He did this during his own time and during non-business hours. Todd provided customer service without hesitation or complaint and did his best to accommodate those who were calling him.

Todd went above and beyond for these same employees on the return flights from the Conference. Flights were delayed and/or canceled which caused these employees to try to search for alternative options to arrive back in Gillette. Without providing all the details of the disastrous travel arrangements. Four employees were able to board a flight to Sheridan, WY. The flight was originally scheduled to arrive around 10 p.m. but due to additional issues occurring, the flight did not arrive at the Sheridan Airport until 1:30 a.m. Prior to our original departure, Todd offered to pick up the four employees at the Sheridan Airport. When our flight was delayed, once again, Todd was informed that we may not make it Sheridan and if he wanted to turn back to Gillette, it was understandable. Todd again without hesitation or complaint, stated he would wait until he heard for certain. When the airline announced they got a spare airplane, Todd continued his journey to Sheridan.

By being fiscally minded and using critical thinking throughout the entire situation, Todd saved the County expenses by accommodating these employees, so they did not have to get hotel reservations and/or rental car service to make it home. For his action and going above and beyond his essential duties, please consider and approve Todd Chatfield for Most Valuable Personnel.

Thank you.

The following page(s) contain the backup material for Agenda Item: 9:15 Airport Marketing Grant Application

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

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

Campbell County
wyoming

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS
Colleen Faber, Chairman
Roy Knutson
Jim Ford
Del Shelstad
Kelley McCreery

Grant Application Approval Form

Instructions: *Submit to Commissioner's Office with grant application attached.*

Date of Commissioner's Meeting June 6, 2023

Due Date of Grant Application June 7, 2023

Title Airport Marketing Grant

Agency Wyoming Department of Transportation Aviation Division

Recipient Northeast Wyoming Regional Airport

Funding Source

Federal – CFDA/ALN ☐

State – State grant identifying number ☑

Other – Please explain: ☐

Please mark as applicable:

☐ ☑ ☑ ☐ **Includes Sub-recipients (list below)**

☐ **Includes Capital Assets** ☐ **Bid/Request for Proposals Required**

Date range: 7/1/2023-6/30/24

Amount $50,000

Summary The Northeast Wyoming Airport requests approval to apply for then annual marketing grant. This grant is funded at a 50% rate or up to a maximum of $50,000 of eligible costs paid by the State of Wyoming Aeronautics Division and requires a 50% local match not to exceed $50,000 of eligible costs. The grant will be utilized to market and promote the airport and encourage the community to fly locally and has been included in our budget.

Approval Signature

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

Campbell County
wyoming

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS
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Roy Knutson
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Del Shelstad
Kelley McCreery

Match Fund Approval Form

Instructions: *Fill out upon review by legal and risk management. Submit to Commissioner's Office with grant contract to be approved and signed.*

Date of Commissioner's Meeting June 6, 2023

Title of Grant Requiring Match: Marketing Grant

Department Requesting Match: Airport

Is matching fund request already budgeted? ☑

Indicate line account(s) match is budgeted: 100751.66750

If matching fund is not already budgeted, please provide details on where new matching funds are located or detail a request:

Please mark as applicable:

☐ **Annual Contract Award** ☑ **New Contract Award** ☐ **Amendment to Contract Award**

☐ **Includes Capital Assets** ☐ **Bid/Request for Proposals Required** ☐ In-kind/Non-Cash ☑ Cash Match

Date range of grant contract 7/1/2023-6/30/2024

Grant Amount $50,000 **Match Request Amount** $50,000 **Match Request % of Total Award** 50%

Summary

The Northeast Wyoming Airport requests approval to apply for then annual marketing grant. This grant is funded at a 50% rate or up to a maximum of $50,000 of eligible costs paid by the State of Wyoming Aeronautics Division and requires a 50% local match not to exceed $50,000 of eligible costs. The grant will be utilized to market and promote the airport and encourage the community to fly locally and has been included in our budget.

Clerk's Office Approval

The following page(s) contain the backup material for Agenda Item: 9:20 Airport Aviation Encouragement Grant Application

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

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

Campbell County
wyoming

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS
Colleen Faber, Chairman
Roy Knutson
Jim Ford
Del Shelstad
Kelley McCreery

Grant Application Approval Form

Instructions: *Submit to Commissioner's Office with grant application attached.*

Date of Commissioner's Meeting June 6, 2023

Due Date of Grant Application June 7, 2023

Title Aviation Encouragement

Agency Wyoming Department of Transportation Aeronautics Division

Recipient Northeast Wyoming Regional Airport

Funding Source

Federal – CFDA/ALN ☐

State – State grant identifying number ☑

Other – Please explain: ☐

Please mark as applicable:

☐ **Annual/Continuation** ☑ **New Grant** ☐ **Match Required (form attached)** ☐ **Includes Sub-recipients (list below)**

☐ **Includes Capital Assets** ☐ **Bid/Request for Proposals Required**

Date range: 7/1/2023-6/30/2024

Amount $2,500

Summary The airport requests approval to apply for the annual Aviation Encouragement Grant. This grant is for the costs associated with the annual Wings and Wheels event that will be held on July 15, 2023. This grant is funded at a100% rate or up to a maximum of $2,500 of eligible costs paid by the State of Wyoming Aeronautics Division. with no local match required. The grant has been included in our budget.

Clerk's Office

The following page(s) contain the backup material for Agenda Item: 9:25 Airport NAVAIDS Grant Application

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

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

Campbell County
wyoming

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS
Colleen Faber, Chairman
Roy Knutson
Jim Ford
Del Shelstad
Kelley McCreery

Grant Application Approval Form

Instructions: *Submit to Commissioner's Office with grant application attached.*

Date of Commissioner's Meeting June 6, 2023

Due Date of Grant Application September 30, 2023

Title NAVAID Grant

Agency Wyoming Department of Transportation Aviation Division

Recipient Northeast Wyoming Regional Airport

Funding Source

Federal – CFDA/ALN ☐

State – State grant identifying number ☑

Other – Please explain: ☐

Please mark as applicable:

☐ **Annual/Continuation** ☑ **New Grant** ☑ **Match Required (form attached)** ☐ **Includes Sub-recipients (list below)**

☐ **Includes Capital Assets** ☐ **Bid/Request for Proposals Required**

Date range: 10/1/2023-9/30/2024

Amount $20,804

Summary The airport requests approval to apply for the annual NAVAID Grant. This grant is for the 2023/2024 NAVAID annual contract fees associated with services and maintenance of the non-federal NAVAIDS at the airport which include the instrument landing system (ILS), non-directional beacon (NDB), and distance measuring equipment (DME). This grant is funded at an 80% rate or up to a maximum of $20,804.00 of eligible costs paid by the State of Wyoming, Aeronautics Commission and requires a 20% local match not to exceed $5,202.00 of eligible costs. The grant has been included in our budget.

Chairman, Colleer

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

Campbell County
wyoming

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS
Colleen Faber, Chairman
Roy Knutson
Jim Ford
Del Shelstad
Kelley McCreery

Match Fund Approval Form

Instructions: *Fill out upon review by legal and risk management. Submit to Commissioner's Office with grant contract to be approved and signed.*

Date of Commissioner's Meeting June 6, 2023

Title of Grant Requiring Match: NAVAID Grant

Department Requesting Match: Airport

Is matching fund request already budgeted? ☑

Indicate line account(s) match is budgeted: 100751.66760

If matching fund is not already budgeted, please provide details on where new matching funds are located or detail a request:

Please mark as applicable:

☐ **Annual Contract Award** ☑ **New Contract Award** ☐ **Amendment to Contract Award**

☐ **Includes Capital Assets** ☐ **Bid/Request for Proposals Required** ☐ In-kind/Non-Cash ☑ Cash Match

Date range of grant contract 10/01/2023-09/30/2024

Grant Amount $20,804.00 **Match Request Amount** $5,202.00 **Match Request % of Total Award** 20%

Summary

The airport requests approval to apply for the annual NAVAID Grant. This grant is for the 2023/2024 NAVAID annual contract fees associated with the services and maintenance of the non-federal NAVAIDS at the airport which include the instrument landing system (ILS), non-directional beacon (NDB), and distance measuring equipment (DME). This grant is funded at an 80% rate or up to a maximum of $20,804.00 of eligible costs paid by the State of Wyoming, Aeronautics Commission and require a 20% local match not to exceed $5,202.00 of eligible costs.

Clerk's Office Approval

The following page(s) contain the backup material for Agenda Item: 9:30 County Health Officer Contract

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

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

Campbell County
wyoming

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Executive Director of Administration

BOARD OF COMMISSIONERS
Colleen Faber, Chairman
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Jim Ford
Del Shelstad
Kelley McCreery

Grant Contract/Agreement Approval Form

Instructions: Follow <INSERT HYPERLINK FOR DOC ROUTING

☐ Concerns (Need advice) - Please summarize below or include with email.
☑ **Prove to Form (Review for concerns)**

Date of Commissioner's Meeting 6/6/2023

Title County Health Officer Grant

Agency Wyoming Department of Public Health, Public Health Division

Recipient Campbell County Public Health

Funding Source Center for Disease Control & Prevention - Public Health Preparedness

Federal – CFDA/ALN ☑ 93.069

State – State grant identifying number ☐

Other – Please explain:

Please mark as applicable:

☑ **Annual Contract Award** ☐ **New Contract Award** ☐ **Amendment to Contract Award**

☐ **Includes Capital Assets** ☐ **Bid/Request for Proposals Required** ☑ **Match Fund Required - 10% Required**

Date range of contract 7/1/2023-6/30/2024

Amount $10,000

Summary The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall ensure its appointed County Health Officer (CHO) provides additional support to the Subrecipient's Public Health Nursing Office in relation to public health preparedness and response.

Legal Review FERRIS

Management Review NICHOLS

Approval Signature

Chairman, Coleen Faber

Clerk's Office

Contract #: 230911

Entry Date: 4/29/2023 6:47:50 PM

Department: Wyoming Department of Health, Public Health Division

Agency Contact: Roub, Sheryl

Phone: 3077777146

Other Agency Contact: Heather Tottingham

WYOMING ATTORNEY GENERAL'S OFFICE
MAY 08 2023
Tyler M. Renner
APPROVED AS TO FORM

Client Comments:

Contractor/Vendor Name: Campbell County Hospital District dba Campbell County Health

Contract Title: Campbell County CHO

Contract Type: General Services - Federal Funds

Contract Amount: 10000.0000

Contract Effective Date: 7/1/2023 12:00:00 AM

Contract Expiration Date: 6/30/2024 12:00:00 AM

Status: AG Approved as to Form

RETURN VIA: Ink Signature - Pick-up

Assigned Attorney: Cole White

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

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, and Campbell County (Subrecipient), whose address is: 2301 South 4J Road, Gillette, Wyoming 82717. This Contract concerns the Public Health Preparedness and Response Unit, Public Health Nursing Unit, and Infectious Disease Epidemiology Unit.

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall ensure its appointed County Health Officer (CHO) provides additional support to the Subrecipient's Public Health Nursing Office in relation to public health preparedness and response.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The Performance Period of the Contract is from July 1, 2023, through June 30, 2024. All services shall be completed during this Performance Period.

4. **Payment.**

   A. The Agency agrees to pay the Subrecipient for the services described in Section 5, below, and in Attachment A, Public Health Preparedness and Response County Health Officer Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed ten thousand dollars ($10,000.00). Funding will be distributed every three (3) months in four (4) payments of two thousand, five hundred dollars ($2,500.00) on July 1 2023, October 1, 2023, January 1, 2024, and April 1, 2024 Subrecipient must match ten percent (10%) of total federal funding. The match may be provided directly or through donations from public or private entities and may be in cash or in kind. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of the match.

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

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

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

A. Provide the services described in Attachment A.

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

A. Pay Subrecipient in accordance with Section 4 above.

B. Provide support as described in Attachment A.

C. Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.

7. **Special Provisions.**

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

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

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

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

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

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

D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

E. **Limitations on Lobbying Activities.** By signing this Contract, Subrecipient

certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

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

G. **Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

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

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

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

K. **Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding

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

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

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

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

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

8. **General Provisions.**

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

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

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

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

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

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

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

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

I. **Entirety of Contract.** This Contract, consisting of eleven (11) pages; and Attachment A, Public Health Preparedness and Response County Health Officer

Statement of Work, consisting of four (4) pages, represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

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

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

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

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

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

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

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

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

R. **Prior Approval.** This Contract shall not be binding upon either party, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

S. **Insurance Requirements.**

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

(ii) All policies shall be primary over any insurance or self-insurance program carried by the Subrecipient 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 Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

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

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

(v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency's option, obtain and maintain, at the expense of the Subrecipient, such insurance in the name of the Subrecipient, 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 Subrecipient under this Contract.

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

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

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

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

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

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

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

The Subrecipient shall provide the Agency with a Certificate of Good Standing or proof of workers' compensation coverage for all of its

employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Subrecipient through the Wyoming Department of Workforce Services' workers' compensation program, Subrecipient shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum requirements 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 Subrecipient shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Subrecipient 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 Subrecipient'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 Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

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

either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

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

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

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

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

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

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

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

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

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

AGENCY:
Wyoming Department of Health, Public Health Division

_____ _____
Stefan Johansson, Director Date

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

SUBRECIPIENT:
Campbell County

_____ _____
Chairman, Campbell County Board of Commissioners Date

CAMPBELL COUNTY ATTORNEY: APPROVAL AS TO FORM

_____ _____
Campbell County Attorney Date

COUNTY CLERK'S ATTESTATION

_____ _____
Campbell County Clerk Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for: _____ #7-30911 05-08-2023
Cole R. White, Assistant Attorney General Date

General Description

This document is a Statement of Work (SOW) to identify and describe important milestones and deliverables for Campbell County (Subrecipient) as part of the County Health Officer (CHO) Contract with the Wyoming Department of Health, Public Health Division (Agency). The goal of the project is to provide supplemental funding to the Subrecipient for payment to the CHO to ensure the appointed CHO provides additional support to the Subrecipient and the Subrecipient's Public Health Nursing Office in relation to public health emergency preparedness and response.

These supplemental funds and the additional duties that are required to obtain the funding will strengthen the local and county response to public health emergencies as well as ensure clinical and medical guidance and leadership in public health emergency matters in supporting the existing public health infrastructure within the county.

Payment

The source of funds for this Contract is the Cooperative Agreement from Centers for Disease Control and Prevention Catalog (CDC) of Federal Domestic Assistance (CFDA) No. 93.069, in the amount of ten thousand dollars ($10,000.00).

A. Restrictions upon funding are as follows:
    a. Subrecipient may not use funds for research.

    b. Subrecipient may not use funds for clinical care except as allowed by law.

    c. Subrecipient may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.

    d. Generally, Subrecipient may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.

    e. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.

    f. Other than for normal and recognized executive-legislative relationships, no funds may be used for:

        i. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.

        ii. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.

B. General restrictions

a. Subrecipient may supplement but not supplant existing state or federal funds for activities described in the budget.

b. Payment or reimbursement of backfilling costs for staff is not allowed.

c. None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or one hundred eighty-nine thousand, six hundred dollars ($189,600) per year.

d. Funds may not be used to purchase or support (feed) animals for labs, including mice.

e. Funds may not be used to purchase a house or other living quarters for those under quarantine. Rental may be allowed with approval from the CDC Office of Grants Services.

f. Subrecipient may (with prior approval) use funds for overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from CDC OGS.

C. All expenditures must support and relate to this Attachment A, Public Health Preparedness and Response County Health Officer Statement of Work.

TIMELINE AND DELIVERABLES

The following table shows specific tasks, milestones, completion dates, and estimated payments. This includes work to support the county in public health emergency preparedness and response.

Timetable and Deliverables for Subrecipient			
Description	**Months**	**Cost**	**Date**
CHO Duties	Three (3)	Estimated one quarter (1/4) payment	Upon execution of the Contract
The Subrecipient shall appoint a CHO and establish procedures to ensure the CHO performs the following: 1. The CHO shall provide support and expertise to Subrecipient's emergency planners as needed to ensure the Subrecipient is prepared for public health emergencies. Any exceptions to this provision must be approved by the State Health Officer of the Wyoming Department of Health (SHO). Expected time spent is one (1) hour per two (2) month period.			

2. The CHO shall work in conjunction with the SHO, the Subrecipient, and the Subrecipient's Public Health Nursing (PHN) Office during public health emergencies. As such, the CHO is expected to participate in meetings or conference calls with the Agency or local officials as needed for the public health response. Expected time spent is variable depending on emergencies.

3. The CHO shall participate in scheduled meetings, in person or via conference call, with the SHO and fellow county health officers to discuss issues of statewide concern. These meetings will be scheduled quarterly and the CHO shall attend a minimum of two (2) per year. Additional meetings may be warranted as determined by the SHO. An attempt will be made by the Subrecipient to schedule one (1) of these meetings during the annual Wyoming Public Health Association meeting. The CHO is encouraged to attend the annual Wyoming Public Health Association meeting, which is usually a three (3) day commitment. The CHO shall be reimbursed for attendance at this meeting by the Agency, if funding is available and with prior approval, up to the amount prescribed for the traveler's destination at the federal standard per diem rate per day. Anticipated time spent is a minimum of two (2) hours and a maximum of thirty-two (32) hours per Contract term.

4. The CHO shall participate in a one (1) hour, monthly meeting with the Subrecipient's PHN Office in order to review medical plans and contingencies, the protocols for events, the role of public health in county emergencies, and other issues of concern.

5. The CHO shall participate in various exercises that may be scheduled in the county. Expected time is four (4) hours per Contract.

6. The CHO is encouraged to develop and maintain a close working relationship with the Subrecipient's Local Emergency Planning Committee (LEPC). Attendance at the meetings is strongly encouraged. Expected time spent is variable depending on meeting frequency in the county.

7. The CHO shall determine, in coordination with the Subrecipient's PHN Manager, Public Health Response Coordinator, and other local emergency planners, what role the CHO will have in the local emergency response incident management structure. If the CHO is identified as filling a command or general staff position in the county Incident Command System (ICS), appropriate training must be obtained (the Agency can assist with finding appropriate training). If the CHO is identified to fill a role in the county Emergency Operations Center, the CHO must work with the PHN Office and the county Emergency Management/Homeland Security Coordinator to identify and obtain appropriate training. Expected time spent is variable depending on the identified role of the CHO.

8. The CHO shall submit a progress report by January 31, 2024 and July 31, 2024. Template progress report will be emailed to the Subrecipient and CHO prior to report deadlines. The January payment will only be made once the CHO progress report has been submitted.

Description	Months	Cost	Date
Subrecipient Duties	Twelve (12)	N/A	Upon execution of the Contract
The Subrecipient shall notify the Agency if there is a change in the physician appointed as the CHO. The Subrecipient shall provide a financial report to the Agency at the conclusion of the Contract summarizing the payment of funds to the CHO. If funds are not expended, they will be returned to the Agency within thirty (30) days of the final day of this Contract.			

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The following page(s) contain the backup material for Agenda Item: 9:35 Public Health Preparedness & Response Unit Contract

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

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

Campbell County
wyoming

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS
Colleen Faber, Chairman
Roy Knutson
Jim Ford
Del Shelstad
Kelley McCreery

Grant Contract/Agreement Approval Form

Instructions: Follow <INSERT HYPERLINK FOR DOC ROUTING

☐ Concerns (Need advice) - Please summarize below or include with email.
☑ **Prove to Form (Review for concerns)**

Date of Commissioner's Meeting 6/6/2023

Title Public Health Preparedness & Response Unit Grant

Agency Wyoming Department of Public Health, Public Health Division

Recipient Campbell County Public Health

Funding Source Center for Disease Control & Prevention - Public Health Preparedness

Federal – CFDA/ALN ☑ 93.069

State – State grant identifying number ☐

Other – Please explain:

Please mark as applicable:

☑ **Annual Contract Award** ☐ **New Contract Award** ☐ **Amendment to Contract Award**

☐ **Includes Capital Assets** ☐ **Bid/Request for Proposals Required** ☐ **Match Fund Required - Request Form Required**

Date range of contract 7/1/2023-6/30/2024

Amount $115,000

Summary The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall develop public health emergency preparedness and response capability in the jurisdiction through implementation of the Centers for Disease Control and Prevention Public Health Preparedness Capabilities.

Legal Review FERRIS

Management Review NICHOLS

Approval Signature

Chairman, Coleen Faber

Clerk's Office

Contract #: 230944

Entry Date: 5/1/2023 1:46:45 PM

Department: Wyoming Department of Health, Public Health Division

Agency Contact: Roub, Sheryl

Phone: 7777146

Other Agency Contact:

WYOMING ATTORNEY GENERAL'S OFFICE
MAY 08 2023
Tyler M. Renner
APPROVED AS TO FORM

Client Comments:
<span style="font-size: 14pt; font-family: 'Proxima Nova', sans-serif; color: #333333; background-color: #ffffff; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; vertical-align: baseline; white-space: pre-wrap;">Base Contract between PHPR and Campbell County. Approved under template # 230003. Template # 3 of 23.
<span style="font-size: 14pt; font-family: 'Proxima Nova', sans-serif; color: #333333; background-color: #ffffff; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; vertical-align: baseline; white-space: pre-wrap;">

Contractor/Vendor Name: Campbell County

Contract Title: Campbell County Base

Contract Type: General Services - Federal Funds

Contract Amount: 115000.0000

Contract Effective Date: 7/1/2023 12:00:00 AM

Contract Expiration Date: 6/30/2024 12:00:00 AM

Status: AG Approved as to Form

RETURN VIA: Ink Signature - Pick-up

Assigned Attorney: Cole White

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

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

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall develop public health emergency preparedness and response capability in the jurisdiction through implementation of the Centers for Disease Control and Prevention Public Health Preparedness Capabilities.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The Performance Period of this Contract is from July 1, 2023, through June 30, 2024. All activities and services must be completed during this Performance Period.

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

4. **Payment.**

   A. The Agency agrees to pay the Subrecipient for the services described in Section 5, below, and in Attachment A, Public Health Preparedness and Response Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed one hundred fifteen thousand dollars ($115,000.00). Payment shall be made in accordance with Attachment A and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices by the end of the month following expenses incurred in sufficient detail to ensure that payments may be made in conformance with this Contract.

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

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

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

A. Provide the services described in Attachment A; and

B. Abide by the terms of: the SAFECOM Guidance on Emergency Communications Grants - Fiscal Year 2021; Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal, and Territorial Public Health; and Public Health Emergency Preparedness Operational Readiness Review Guidance (PHEP ORR), all of which are incorporated into this Contract by this reference.

6. Responsibilities of Agency. The Agency agrees to:

A. Pay Subrecipient in accordance with Section 4 above.

B. Provide support as described in Attachment A.

C. Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.

7. Special Provisions.

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

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

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

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

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

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

D. Kickbacks. Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees,

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

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

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

G. **Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

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

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

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

Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

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

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

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

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

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

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

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

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of

the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

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

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

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

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

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

H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject

to this Contract, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

I. **Entirety of Contract.** This Contract, consisting of eleven (11) pages; and Attachment A, Public Health Preparedness and Response Statement of Work, consisting of fourteen (14) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

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

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

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

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

N. **Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or

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

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

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

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

R. **Prior Approval.** This Contract shall not be binding upon either party, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

S. **Insurance Requirements.**

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

(ii) All policies should be primary over any insurance or self-insurance program carried by the Subrecipient 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 Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

(iii) The Subrecipient 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 a "occurrence" policy, the information provided shall include, but it not limited to, retroactive dates and extended reporting periods or tails.

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

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

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

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

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

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

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

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

(ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if

statutorily required. Employees brought into Wyoming from Subrecipient's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Subrecipient shall provide the Agency with a Certificate of Good Standing or proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Subrecipient through the Wyoming Department of Workforce Services' workers' compensation program, Subrecipient shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum requirements 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 Subrecipient shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Subrecipient 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 Subrecipient'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 Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:
Wyoming Department of Health, Public Health Division

_____ _____
Stefan Johansson, Director Date

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

SUBRECIPIENT:
Campbell County

_____ _____
Board Chairman, Campbell County Board of Health Date

_____ _____
Executive Director Date

CAMPBELL COUNTY ATTORNEY: APPROVAL AS TO FORM

_____ _____
Campbell County Attorney Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for: Cole R. White, Assistant Attorney General #230944 — 05-08-2023 Date

General Description

The parties to the Contract are the Wyoming Department of Health, Public Health Division (Agency) and Campbell County (Subrecipient). This Statement of Work (SOW) pertains to and is managed by the Public Health Preparedness and Response Unit (PHPR). This document is a SOW to identify and describe deliverables and payment structure for the development of public health emergency preparedness and response capability in the jurisdiction through the implementation of the Centers for Disease Control and Prevention Public Health Preparedness Capabilities. Deliverables have been developed from the Centers for Disease Control and Prevention (CDC) *Public Health Emergency Preparedness and Response Capabilities – October 2018* document and the *PHEP Operational Readiness Review Guidance – February 2022* (PHEP ORR) dated March, 2022, which are incorporated into the Contract by this reference.

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

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

Payment

A. The source of funds for this Contract is via a Cooperative Agreement from the Centers for Disease Control and Prevention Catalog of Federal Domestic Assistance (CFDA) No. 93.069, in the amount of one hundred fifteen thousand dollars ($115,000.00) for funding public health preparedness activities.

The Agency agrees to pay the Contractor for the services described in this SOW. For the Period of Performance, total payment under this Contract shall not exceed one hundred fifteen thousand dollars ($115,000.00) for funding public health preparedness activities.

B. Subrecipient must match ten percent (10%) of total federal funding awarded to the Subrecipient. Match may be provided directly or through donations from public or private entities and may be in cash or in kind, fairly evaluated, including equipment, or services. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of such non-federal contributions.

C. Restrictions on funding are:

a. Subrecipient may not use funds for research.

b. Subrecipient may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.

c. Generally, Subrecipient may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.

d. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.

e. Other than for normal and recognized executive-legislative relationships, no funds may be used for:

i. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.

ii. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.

D. General restrictions:

a. Subrecipient may supplement but not supplant existing state or federal funds for activities described in the budget.

b. Payment or reimbursement of backfilling costs for staff is not allowed.

c. None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or $189,600 per year.

d. Funds may not be used to purchase or support (feed) animals for labs, including mice.

e. Funds may not be used to purchase a house or other living quarters for those under quarantine. Rental may be allowed with approval from the CDC Office of Grants Services.

f. Subrecipient may (with prior approval) use funds for overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from CDC OGS.

E. Lobbying

a. Other than for normal and recognized executive-legislative relationships, PHEP funds may not be used for:

i. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.

ii. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.

iii. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC Subrecipient (http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf).

F. Construction and Major Renovations

a. Subrecipient may not use funds for construction or major renovations. Generally, Subrecipient may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly justified in the budget.

G. Passenger Road Vehicles

a. Funds cannot be used to purchase over-the road passenger vehicles.

b. Funds cannot be used to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.

c. Subrecipient can (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts during times of need.

d. Additionally, PHEP grant funds can (with prior approval) be used to make transportation agreements with commercial carriers for movement of materials, supplies and equipment. There should be a written process for initiating transportation agreements (e.g., contracts, memoranda of understanding, formal written agreements, and/or other letters of agreement). Transportation agreements should include, at a minimum:

i. Type of vendor

ii. Number and type of vehicles, including vehicle load capacity and configuration

iii. Number and type of drivers, including certification of drivers

iv. Number and type of support personnel

v. Vendor's response time

vi. Vendor's ability to maintain cold chain, if necessary to the incident

vii. This relationship may be demonstrated by a signed transportation agreement or documentation of transportation planning meeting with the designated vendor. All documentation should be available to the CDC project officer for review if requested.

H. Transportation of Medical Materiel

a. Funds can (with prior approval) be used to procure leased or rental vehicles for movement of materials, supplies and equipment.

b. Subrecipient can (with prior approval) use funds to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads.

c. Subrecipient may purchase basic (non-motorized) trailers with prior approval from the CDC.

I. Procurement of Food and Clothing

a. Funds may not be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, coats, or T-shirts. Purchase of vests to be worn during exercises or responses may be allowed.

b. Funds may not be used to purchase food.

J. Vaccines

a. Subrecipient may, with prior CDC approval, use funds to purchase caches of antibiotics for use by public health responders and their households to ensure the health and safety of the public health workforce during an emergency response, or an exercise to test response plans. Funds may not be used to supplant other funding intended to achieve this objective.

b. Subrecipient may, with prior CDC approval, use funds to purchase caches of vaccines for public health responders and their households to ensure the health and safety of the public health workforce.

c. Subrecipient may, with prior CDC approval, use funds to purchase caches of vaccines or ancillary supplies for select critical workforce groups to ensure their health and safety during an exercise to validate response plans.

d. Subrecipient must document in their submitted exercise plans the use of vaccines for select critical workforce personnel before CDC will approve the vaccine purchase.

e. Subrecipient may not use PHEP funds to supplant other funding intended to achieve these objectives. Subrecipient of PHEP-funded vaccines (within the context of the exercise) may include:

    i. Persons who meet the criteria in the CDC-Advisory Committee on Immunization Practices (CDC/ACIP) recommendations www.cdc.gov/vaccines/acip/index.html for who should receive vaccine;

    ii. Persons who are not eligible to receive the vaccine through other entitlement programs such as Medicare, Medicaid, or the Vaccines for Children (VFC) program.

        1. VFC-eligible children or Medicare beneficiaries may participate in the exercise; however, they should be vaccinated with vaccine purchased from the appropriate funding source.

f. PHEP funds may not be used to purchase vaccines for seasonal influenza mass vaccination clinics or other routine vaccinations covered by ACIP schedules. PHEP funds may not be used to purchase influenza vaccines for the general public.

Subrecipient may not use funds for clinical care except as allowed by law. For the purposes of this NOFO, clinical care is defined as "directly managing the medical care and treatment of individual patients." PHEP-funded staff may administer MCMs such as antibiotics or vaccines as a public health intervention in the context of an emergency response or an exercise to test response plans. CDC does not consider this clinical care since it is not specific to one.

K. Laboratory Supplies

a. Instruments, reagents and supplies for the following are not generally purchased with PHEP funding:

    i. Instruments, reagents and supplies for testing seasonal influenza;

    ii. Instruments, reagents and supplies for testing rabies;

    iii. Instruments, reagents and supplies for routine food testing (surveillance);

    iv. Instruments, reagents and supplies for testing vaccine preventable diseases (e.g. measles, mumps, etc.)

    v. Instruments, reagents and supplies for routine testing of vector-borne illnesses (both clinical and vector surveillance);

    vi. Routine drug screening of laboratory staff; and

    vii. Influenza vaccines (for the general public).

Because Subrecipient receive substantial assistance from CDC through other programs, Subrecipient should ensure these line items are funded under the appropriate program

L. All expenditures must support and relate to this SOW.

M. Subrecipient cannot use funds for bonuses or incentives.

N. A PHRC hired during this performance period will be reimbursed at an amount not to exceed twenty-seven dollars ($27.00) per hour and benefits not to exceed forty percent (40%) of the salary without prior approval from the PHPR Manager no less than 30 days prior to implementing the salary adjustment.

O. A PHRC hired prior to this performance period will be reimbursed at the rate approved by PHPR Manager in 2023 - 2024 budget discussions.

P. During a federal or state declared emergency, Subrecipient will provide distribution of Personal Protective Equipment (PPE), dispensing of medical countermeasures, or vaccines in a manner which will be determined at the time of delivery.

Timeline and Deliverables

The following table shows specific tasks, milestones, completion dates, and estimated payments. The Deliverables Guidance Matrix for July 1, 2023 through June 30, 2024 will be distributed to Subrecipient prior to July 1, 2023. All required deliverable documentation must be submitted to the PHPR established folders on the Contract Reporting Tool (CRT), including invoices for reimbursement, Public Health Nursing Informatics (PHNI) report, and quarterly match summary. Agency will provide a naming convention for posting required documentation to receive credit for the deliverables.

Recurring deliverables to be completed once per quarter:
Domain 1: Strengthen Community Resilience (Capabilities 1 and 2) 1. Support assessment of at-risk populations, which could include validating data, surveying the jurisdiction community, or fully participating in a state-led at-risk workgroup. 2. Distribute Healthcare Preparedness Program training announcements to Healthcare Coalitions (HCC), hospitals, and other healthcare stakeholders. 3. Include those with Access and Functional Needs (AFN), and groups who work on their behalf including the HCC in preparedness planning, training, exercises, and responses to public health emergencies. 4. Collaborate with local partners and stakeholders to include those who represent AFN populations to identify how communications will be conducted prior to, during, and following an incident or event.
Domain 2: Strengthen Incident Management (Capability 3) 1. New PHRCs, Public Health Nurse Managers (PHNM) and Health Department Directors (HDD) will attend CRT and fiscal training within thirty (30) days of hire.

2. Submit the quarterly match summary by completing the match spreadsheet on the CRT. Submit supporting documentation either from the PHNI system if PHPR time is tracked or another method if the Subrecipient does not use PHNI to track PHPR support and upload to CRT. Due dates are as follows: Q1 due October 31, 2023; Q2 due January 31, 2024; Q3 due April 30, 2024; and Q4 due July 31, 2024.
3. Subrecipient shall submit invoices and supporting fiscal documentation by the end of the month following expenses incurred in sufficient detail to ensure that payments may be made in conformance with this Contract. If the jurisdiction is not in compliance with required deliverables, invoices may not be paid until deliverables are complete.
4. Attend monthly joint PHRC and PHPR calls. If the PHRC cannot attend, another person from that jurisdiction must attend or review the recording within 5 days.
5. PHNMs and HDDs or designee are to meet with PHRC quarterly to review progress, review deliverables, and complete the progress report. Submit a progress report to the CRT after PHNM or HDD review and approval.
6. Archive all plans and critical documentation to the CRT in a folder established by PHPR for continuity of operations.
7. Upload quarterly drill data collection sheets to the CRT.

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

1. Review, update, and validate quarterly all alerting and notification groups and members, including public health staff who are part of the incident command system.
2. Review, update, maintain lists of local physicians, hospital personnel, nurses and other partners in collaboration with PHPR for inclusion in Wyoming Alert and Response Network (WARN) public health alerts.
3. Review and update public health after-hours contact information quarterly or as changes occur.
4. Respond monthly to statewide (WyoLink) radio drills and maintain documentation using the ICS Form 309.
5. Update list of current spokesperson, local media contacts, and public information officer quarterly or as it changes.

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

1. Manage and maintain a stockpile of PPE and respirators for their respective jurisdiction that meets or exceeds 2014 PHN PPE Guide or stocking levels identified during COVID-19 response. Stockpile will be based on current and potential threats. Order from the state warehouse throughout the year to assist with stock rotation. PHN offices cannot backfill other entities from the office stockpile.

Description	Months	Cost	Date

Quarter 1 requirements due no later than September 30, 2023.	Three (3)	Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.	Upon submission of monthly invoices

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

1. Utilize the Threat and Hazard Identification and Risk Assessment (THIRA) identified gaps in all hazards planning. Address these gaps through training, partner planning and coordination efforts, the identification of needed resources and equipment with quotes, an ongoing improvement plan or in relevant response plans.
2. Review, maintain, and update as appropriate current demographic data and post a list of languages spoken in Subrecipient jurisdiction on the CRT.

Domain 2: Strengthen Incident Management (Capability 3)

1. Complete CRT training prior to September 30, 2023 requirement for PHRCs, PHNMs, and HDDs or designee.
2. Local jurisdictions, CRIs and tribal partners will attend one of the following 4-hour, WYOLINK regional training sessions: Cheyenne July 11, Gillette July 31, Cody Sept 12, and Lander Sept 26.
3. Review, maintain, and update Administrative Preparedness Plan or similar documents that describe fiscal and administrative authorities and practices.

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

1. Local jurisdictions, CRIs and tribal partners will attend one of the following 20-hour regional training sessions on EMSupply: Cheyenne July 11, Gillette July 31, Cody Sept 12, Lander Sept 26.

Quarter 2 requirements due no later than December 31, 2023.	Three (3)	Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.	Upon submission of monthly invoices

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

1. Engage with Emergency Management to identify partners or stakeholders who represent and assist those who may be transportation disadvantaged.

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

1. Develop and maintain a documented process for the cycle of maintenance and testing of primary and secondary communication platforms every six (6) months.
2. Develop and disseminate at least two (2) culturally appropriate situational awareness and education messages for each language spoken in the jurisdiction based on demographic data.
3. Take appropriate HIPAA training to ensure access to identified emPOWER data.

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

1. Conduct MCM dispensing (antivirals) or vaccination activities to improve planning, readiness and staff training levels.
2. Participate in pre-Operational Readiness Review (ORR) face to face or virtual meeting to assess program readiness and ability to meet PHEP ORR "established" status before CDC deadline of June 30, 2024.
3. Establish and update inventory of PPE, MCM, and equipment in EMSupply

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

1. Describe in the relevant plan the process to identify potential types and number of volunteers, required for Point of Dispensing (POD), Dispensing Vaccination Clinics (DVC), shelters, or congregate settings.
2. Identify three (3) public health staff, emergency operations center, or emergency management staff to have access to the EMResource. One (1) of the three (3) public health staff identified will be the PHNM or HDD.

Domain 6: Biosurveillance (Capabilities 12 and 13)

1. Review the Agency's WDH 24/7 Emergency Notification Line training webinar prior to November 1, 2023. Public Health Response Coordinators (PHRCs) will be familiar with reporting suspicious powder, reportable disease, and adverse events to the State of Wyoming.

Quarter 3 requirements due no later than March 31, 2024.	**Three (3)**	**Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.**	**Upon submission of monthly invoices**

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

1. Update public health COOP plan or incorporate COOP activities into other plans to support community recovery following an event or incident.

Domain 2: Strengthen Incident Management (Capability 3)

1. Maintain, review and update the roster of key roles within jurisdictional public health incident management structure (general and command staff roles).
2. Submit asset inventory no later than January 31, 2024. Provide updated inventory reports for single items costing five hundred dollars ($500) or more.

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

1. Document compliance with *SAFECOM Guidance on Emergency Communications Grants - Fiscal Year 2021.*
2. Develop, maintain, review, and update a Crisis and Emergency Risk Communications that includes a Job Action Sheets for the PIO or spokesperson, message templates, and dissemination procedures that include consideration for AFN populations.

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

1. Conduct a thorough review of the ORR in preparation for state level site visit and assessment scheduled for Q4.
2. Conduct or participate in a PHPR developed or facilitated CHEMPACK Tabletop Exercise (TTX).

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

1. Develop, review, update, or maintain a Volunteer Management Plan or a Concept of Operations (CONOPS) on how volunteers will be obtained to address potential public health responses.
2. Develop and maintain procedures for information exchange between public health and the medical sector to include: operational status, staffing levels, bed status, medical services status, and patient census using EMResource.
3. Develop, review, maintain, or update Job Action Sheets for all public health public health incident management team positions, (POD, VAC) volunteer positions based on POD/VAC plan.
4. Update or complete Volunteer Management Plan/Procedures, include all requirements in the ORR.
5. Identify a volunteer management system (VMS) and backup system.

Quarter 4 requirements due no later than June 30, 2024	**Three (3)**	**Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.**	**Upon submission of monthly invoices**

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

1. Collaborate with the PHRC Responder Safety and Health workgroup, PHRCs, HPP, HCCs, and other partners to further refine Responder Safety and Health guidelines, to include lessons learned from the COVID-19 response.
2. Review, maintain, and adhere to the Respiratory Protection Program (RPP), and conduct N95 fit testing for all staff assigned an N95 respirator, initially and annually. Including those assigned a Powered Air Purifying Respirator (PAPR) unless decided otherwise by the licensed medical provider who completed the medical evaluation.
3. Distribute PPE or countermeasures as required for a public health response or to meet ORR exercise requirements.
4. Local jurisdictions, CRIs and tribal partners will gather and collect relevant information to complete a full ORR assessment.
5. Ensure critical workforce support is addressed within applicable plans including the Medical Countermeasures Plan.

6. Ensure storage and distribution centers have adequate warehousing capacity and capability for all hazards responses.
7. Participate in a PHEP ORR assessment by PHPR in preparation for a four (4) hour site visit and ORR assessment, either in person or virtually.

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

1. Participate in sharing volunteer management: best practices, and response resources on the CRT - Local Jurisdictions Volunteer Best Practice Share Folder.
2. In collaboration with community partners maintain, develop, review, or update the Family Reunification Plan.
3. In collaboration with community partners, address BP4 AFN exercise improvement plan by maintaining, developing, reviewing, or updating congregate locations and POD or DVC plans with inclusion of AFN populations.
4. Review and update shelter surveillance forms to ensure inclusion of AFN, mental and behavioral health survey questions.

Annual requirements due no later than June 30, 2024
It is highly recommended that these activities be completed early in the Contract period.

1. Prior to the end of quarter 4 review, and update, all jurisdictional public health plans that have an MCM or vaccine distribution and dispensing component using the latest PHEP ORR guidance. The following jurisdiction plans will be reviewed and updated accordingly:
    a. Medical Countermeasures Plan
    b. Emergency Operations Plan (public health)
    c. Emergency Support Function #8
    d. Pandemic Influenza Response Plan
    e. Communications Plan
    f. Crisis and Emergency Risk Communications Plan
    g. Non-Pharmaceutical Interventions Plan
    h. Continuity of Operations Plan
    i. Security Plan (related to PODS, (LDS) and Regional Distribution Sites (RDS)
2. Prior to the end of quarter 4 conduct the following drills: Site Activation, Facility Set-Up of a Local Distribution Site (LDS), POD, or DVC site and complete an After Action Report (AAR) and Improvement Plan.
3. Participate in no less than two (2) Essential Elements of Information (EEI) drills to ensure the ability to rapidly share and exchange information with key partners. One (1) drill before December 31, 2023 and the other before June 20, 2024.
4. Annually maintain PHPR owned PortaCount equipment by appropriately storing, transporting, and ensuring annual calibration and necessary repairs are completed with TSI Incorporated.
5. Include PIO or spokesperson and HCCs in all situational awareness, information sharing, training, drills, and exercises.

6. Participate in performance measurement data collection activities.
7. Complete two (2) volunteer assembly drills in conjunction with other drills or exercises. One (1) must be for a POD/VAC using the VMS and other using the backup VMS.
8. Coordinate a minimum or two planning meetings the first prior to December 31, 2023 and the other before June 30, 2024 with whole community partners as identified in the PHPR capabilities to include mental/behavioral health providers for sharing plans, soliciting needs, and obtaining feedback.
9. Engage with Healthcare Coalition partners and other public health partners regarding public health roles to ensure understanding and agreement of those roles during medical surge.
10. During BP5 local, CRI, and tribal jurisdictions will respond to two (2) after-hours 24x7 number call down drills. One (1) prior to December 31, 2023 and the second prior to June 30, 2024. Contact must be made with PHRC, Public Health Nursing (PHN) staff, or other 24x7 designated point of contact within 60 minutes of initial contact.
11. Conduct three (3) immediate no-notice Staff Notification and Assembly Drills (SNA); assembling the six (6) key incident command roles within 60 minutes. The three (3) types of assembly drills that must be conducted are physical, virtual, and a combination of both physical/virtual.
12. Conduct annual access functional needs exercise with partners, utilizing the ORR for guidance on developing, conducting, and reporting the exercise.
13. Post draft After Action Reports (AAR) and Improvement Plans (IP) to the CRT within 120 days after every TTX, Functional Exercise (FE), Full-Scale Exercise (FSE), incident or event involving a public health response.
14. Participate in jurisdictional Integrated Preparedness Planning Workshop (IPPW) with emergency management. If not conducted by emergency management then the Subrecipient will conduct an ESF 8 IPPW.
15. Provide additional supporting documentation upon request for verification of deliverables.
16. As requested, update inventory of PPE, Medical Countermeasure (MCM), and equipment in EMSupply.
17. Review, maintain, update, or develop a volunteer management plan or concept of operations.
18. Participate in virtual or onsite Subrecipient monitoring site visits. Complete Subrecipient monitoring requirements by established deadlines.
    a. Onsite: nine (9) onsite local jurisdictions are Park, Big Horn, Hot Springs, Washakie, Sheridan, Johnson, Campbell, Crook, and Weston counties. If onsite visits are not possible, jurisdictions will complete a virtual monitoring visit with the compliance coordinator.
    b. Virtual Site Visit: fourteen (14) local jurisdictions are Albany, Carbon, Converse, Fremont, Goshen, Laramie, Lincoln, Natrona, Niobrara, Park, Platte, Sublette, Sweetwater, Teton, Uinta, and Washakie counties. Compliance visits will be scheduled by the compliance coordinator for a virtual site visit.

19. In collaboration with local partners review operations and security needs at the following:
    1. LDS
    2. RDS
    3. PODS
20. All PHRCs, PHNMs or HDDs hired during the contract period will attend WARN training within thirty (30) days of hire.
21. Continue development of jurisdictional public health incident management command capability through training, drills, and exercises to better equip the team for activating, operating, and managing a public health emergency that includes pandemic influenza, anthrax response, POD or DVC operations, sheltering, and AFN/DIP/VP.
22. Track and report the number of times a year the public health EOC is activated and the number of times the county EOC is activated if public health is involved.
23. Distribute training and exercise announcements to HPP, HCCs, hospitals, healthcare, and AFN partners and stakeholders.
24. Update and maintain documented process for the cycle of maintenance and testing of (primary and secondary) communication platforms every six months.
25. Using lessons learned from the COVID-19 response review, update, and train the mobilization and demobilization plans with a focus on vaccination clinics and MCM PODS.
26. PHRC (or local designee) will attend in-person all Face2Face meetings as scheduled.
27. Compose, update, and maintain all mandatory policies including but not limited to:
    a. nepotism policy
    b. travel policy
    c. discrimination policy
    d. drug-free workplace policy
    e. conflict of interest policy
    f. whistleblower policy

Training requirements due no later than June 30, 2024
It is highly recommended that these activities be completed early in the Contract period.

1. Prior to registering for courses at Emergency Management Institute (EMI) (Emmitsburg), Center for Domestic Preparedness (CDP) (Anniston) approval must be obtained through the PHPR Training Coordinator.
2. Attend the CPG 101 course or E/L0103 Planning: Emergency Operations course.
3. Attend the SNS course at the Center for Domestic Preparedness, Anniston, AL by June 30, 2024, if available, within one (1) year of hire.
4. Participate in Empower Data training when offered.
5. Attend training on the new alerting and notification software by December 2023.
6. Ensure all Public Health PIOs or spokesperson complete recurring public information training not to exceed every five (5) years.
7. Complete training for the developing and management of volunteers.

8. Complete HHS/ASPR Access and Functional Needs Web-Based Training.
9. Attend PHPR planning, training, awareness calls and webinars.
10. Complete required training as identified throughout the budget period.
11. Address and track areas identified for improvement.

Cities Readiness Initiative (CRI) requirements due no later than June 30, 2024

1. Adhere to CRI specific requirements listed in the most current PHEP ORR Guidance.
2. Conduct a Dispensing Throughput Drill (DTD). This drill requirement can be met with a dispensing FSE, an incident, or an event that dispensed MCMs.
3. Establish online accounts for PHEP ORR platform PHEP Online Reporting and Tracking System (PORTS) if available.
4. Attend a PHPR sponsored, one day training and familiarization session for PORTS.
5. Submit all required forms and supporting documentation into PORTS or CRT as applicable.

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The following page(s) contain the backup material for Agenda Item: 9:40 Early Intervention & Education Program, Part B Amendment FY23

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

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Campbell County
wyoming

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS
Colleen Faber, Chairman
Roy Knutson
Jim Ford
Del Shelstad
Kelley McCreery

Grant Contract/Agreement Approval Form

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☐ Concerns (Need advice) - Please summarize below or include with email.
☑ **Prove to Form (Review for concerns)**

Date of Commissioner's Meeting 6/6/2023

Title Part B/619 Early Intervention & Education Program of the Agency Amendment - FY23 Contract

Agency Wyoming Department of Health - Behavioral Health Division

Recipient Children's Development Services of Campbell County

Funding Source

Federal – CFDA/ALN ☐

State – State grant identifying number ☑

Other – Please explain:

Please mark as applicable:

☑ **Annual Contract Award** ☐ **New Contract Award** ☐ **Amendment to Contract Award**

☐ **Includes Capital Assets** ☐ **Bid/Request for Proposals Required** ☑ **Match Fund Required - Proof of 3% Match Required**

Date range of contract 7/1/2022-6/30/2023

Amount $143,051.55

Summary The purpose of this Amendment is to:
a) increase the total Contract dollar amount by one hundred forty-three thousand, fifty-one dollars and fifty-five cents ($143,051.55) to one million, nine hundred sixty-four thousand, seven hundred twelve dollars and ninety-nine cents ($1,964,712.99) to reflect the most recent External Cost Adjustment (ECA) pursuant to W.S. § 21-13-309(0); and b) amend the responsibilities of Subrecipient by replacing Attachment A, Statement of Work, with Attachment AI, Amended Statement of Work. Payment will be made to Subrecipient in a lump sum payment of one hundred forty-three thousand, fifty-one dollars and fifty-five cents

Legal Review FERRIS

Management Review NICHOLS

Approval Signature

AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
CAMPBELL COUNTY CHILDREN'S DEVELOPMENTAL SERVICES

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Campbell County Children's Developmental Services (Subrecipient), whose address is: 1801 South 4-J Road, Gillette, Wyoming 82718. This Amendment pertains to the Part B/619, Early Intervention and Education Program of the Agency.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Agency and the Subrecipient. The purpose of this Amendment is to: a) increase the total Contract dollar amount by one hundred forty-three thousand, fifty-one dollars and fifty-five cents ($143,051.55) to one million, nine hundred sixty-four thousand, seven hundred twelve dollars and ninety-nine cents ($1,964,712.99) to reflect the most recent External Cost Adjustment (ECA) pursuant to W.S. § 21-13-309(o); and b) amend the responsibilities of Subrecipient by replacing Attachment A, Statement of Work, with Attachment A1, Amended Statement of Work. Payment will be made to Subrecipient in a lump sum payment of one hundred forty-three thousand, fifty-one dollars and fifty-five cents ($143,051.55) after submission of invoice.

   The original Contract, dated June 28, 2022, required the Subrecipient to provide preschool, special education, and related services to children ages three (3) through five (5) years with disabilities in accordance with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400, *et seq.*, and regulations 34 CFR Part 300, to include Subpart G Authorization, Allotment, Use of Funds, and Authorization of Appropriations (Section 611 of Part B of IDEA), Subpart H Preschool Grants for Children with Disabilities (Section 619 of Part B of IDEA) and subsequent revisions, Wyo. Stat. § 21-2-706, and Agency policies and procedures, for a total Contract amount of one million, eight hundred twenty-one thousand, six hundred sixty-one dollars and forty-four cents ($1,821,661.44) with an expiration date of June 30, 2023.

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

4. **Amendments.**

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

"The total payment under this Contract shall not exceed one million, nine hundred sixty-four thousand, seven hundred twelve dollars and ninety-nine cents ($1,964,712.99)."

B. Section 4.B. (i) of the original Contract is hereby amended in its entirety to read as follows:

"**(i)** Total state funding for eligible children ages three (3) through five (5) years, including social-emotional development services and External Cost Adjustment (ECA) pursuant to W.S. § 21-13-309(o) of one hundred forty-three thousand, fifty-one dollars and fifty-five cents ($143,051.55), is one million, eight hundred fifty-one thousand, nine hundred eight dollars and thirty-five cents ($1,851,908.35)."

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

A. As of the Effective Date of this Amendment, Attachment A, Statement of Work, which was attached to the original Contract, is superseded and replaced by Attachment A1, Amended Statement of Work, which is attached to this Amendment and incorporated into the original Contract by this reference. All references to "Attachment A" in the original Contract, and any attachments thereto, are amended to read "Attachment A1".

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

7. **Special Provisions.**

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

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

8. **General Provisions.**

A. **Entirety of Contract.** The original Contract, consisting of fifteen (15) pages; Attachment A, Statement of Work, consisting of six (6) pages; Attachment B, Fiscal Assurances, consisting of one (1) page; this Amendment One, consisting of four (4)

pages; and Attachment A1, Amended Statement of Work, consisting of six (6) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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

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

AGENCY:
Wyoming Department of Health, Behavioral Health Division

Stefan Johansson, Director — Date

Matthew Petry, MPA, Senior Administrator — Date

SUBRECIPIENT:
Campbell County Children's Developmental Services

Colleen Faber, Chairman of the Board of Commissioners — Date

Bertine Bahige, Board of Directors Chair — Date

Nathan Grotrian, Executive Director — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for: Cole R. White, Assistant Attorney General #230901 — 05-12-2023 Date

The following page(s) contain the backup material for Agenda Item: 9:43 Early Intervention & Education Program, Part B Contract FY24

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

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Executive Director of Administration

BOARD OF COMMISSIONERS
Colleen Faber, Chairman
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Grant Contract/Agreement Approval Form

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☐ Concerns (Need advice) - Please summarize below or include with email.
☑ **Prove to Form (Review for concerns)**

Date of Commissioner's Meeting 6/6/2023

Title FY24 Part B Early Intervention & Education Program

Agency Wyoming Department of Health - Behavioral Health Division

Recipient Children's Development Services of Campbell County

Funding Source

Federal – CFDA/ALN ☑ 84.027A, 84.173A

State – State grant identifying number ☑

Other – Please explain:

Please mark as applicable:

☑ **Annual Contract Award** ☐ **New Contract Award** ☐ **Amendment to Contract Award**

☐ **Includes Capital Assets** ☐ **Bid/Request for Proposals Required** ☑ **Match Fund Required - Proof of 3% Match Required**

Date range of contract 7/1/2023-6/30/2024

Amount $1,805,172.56

Summary The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide preschool, special education, and related services to children ages three (3) through five (5) years with disabilities in accordance with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400, et seq., and 34 CFR Part 300, to include Subpart G. Authorization, Allotment, Use of Funds, and Authorization of Appropriations (Section 611 of Part B of IDEA), Subpart H. Preschool Grants for Children with Disabilities (Section 619 of Part B of IDEA) and subsequent revisions, Wyo. Stat. § 21-2-706, and Agency policies and procedures, which are incorporated into this Contract by this reference.

Legal Review FERRIS

Management Review NICHOLS

Approval Signature

CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
CAMPBELL COUNTY CHILDREN'S DEVELOPMENTAL SERVICES

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Campbell County Children's Developmental Services (Subrecipient), whose address is: 1801 South 4-J Road, Gillette, Wyoming 82718. This Contract pertains to the Part B, Early Intervention and Education Program section of the Agency.

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide preschool, special education, and related services to children ages three (3) through five (5) years with disabilities in accordance with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400, *et seq*., and 34 CFR Part 300, to include Subpart G. Authorization, Allotment, Use of Funds, and Authorization of Appropriations (Section 611 of Part B of IDEA), Subpart H. Preschool Grants for Children with Disabilities (Section 619 of Part B of IDEA) and subsequent revisions, Wyo. Stat. § 21-2-706, and Agency policies and procedures, which are incorporated into this Contract by this reference.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2023, or Effective Date, whichever is later, through June 30, 2024. All services shall be completed during this term.

4. **Payment.**

A. The Agency agrees to pay the Subrecipient for the services described in Section 5 below and in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed one million, eight hundred five thousand, one hundred seventy-two dollars and fifty-six cents ($1,805,172.56). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.

B. Pursuant to Wyo. Stat. § 21-2-706, state funding is based upon the state December 1 child count. The state per-child rate for Fiscal Year 2024 is eight thousand, eight hundred seventy-two dollars and seventy-seven cents ($8,872.77) plus three hundred sixty-three dollars ($363.00) per child to provide social-emotional development services for a total per child amount of nine thousand, two hundred thirty-five dollars and seventy-seven cents ($9,235.77).

(i) Total per-child rate for eligible children is eight thousand, three hundred eleven dollars and forty cents ($8,311.40). The total state funding for Part B services is one million, five hundred twenty-nine thousand, two hundred ninety-seven dollars and sixty cents ($1,529,297.60).

(ii) Total per-child rate for social-emotional development services is three hundred sixty-three dollars ($363.00). The total state funding for social-emotional development services is sixty-six thousand, seven hundred ninety-two dollars ($66,792.00).

(iii) Total external cost adjustment per-child rate for eligible children is five hundred sixty-one dollars and thirty-seven cents ($561.37) for a total amount of one hundred three thousand, two hundred ninety-two dollars and eight cents ($103,292.08).

C. Pursuant to Assistance Listing Number (ALN) 84.027A, the source of federal funds for Part B/611 is based upon the federal December 1 child count. The total amount for eligible children ages three (3) through five (5) years is fifty-eight thousand, nine hundred six dollars and forty-five cents ($58,906.45).

D. Pursuant to ALN 84.173A, the source of federal funds for Part B/619 is based upon the federal December 1 child count. The total amount for eligible children ages three (3) through five (5) years is forty-six thousand, eight hundred eighty-four dollars and forty-three cents ($46,884.43).

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

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

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

A. Abide by the IDEA 20 U.S.C. § 1400, *et seq*. and 34 CFR Part 300, to include Subpart H. Preschool Grants for Children with Disabilities; Wyoming Department of Education Chapter 7 Rules Governing Services for Children with Disabilities; and Wyo. Stat. §§ 21-2-701 to 706 and any subsequent revisions to these federal and state rules and regulations; and Agency policies and procedures, which are incorporated into this Contract by this reference.

B. Be accessible to eligible children ages three (3) through five (5) years with disabilities throughout the entire Contract period; provide a minimum of four hundred fifty (450) hours of preschool within the one hundred seventy-five (175) contact days as designated on the Individualized Education Program (IEP).

C. Ensure Subrecipient's staff are available to provide continuous services under this Contract on a general business schedule, including summer months. Notice of upcoming closures and planned closures must be indicated on a calendar for the public to access.

D. Provide the services described in Attachment A.

E. Abide by guidance set forth in Attachment B, Fiscal Assurances, which is attached to and incorporated into this Contract by this reference.

F. Utilize instruments for comprehensive evaluation of children ages three (3) through five (5) years to determine the need for special education and related services.

G. Adhere to Wyoming Early Hearing Detection and Intervention (EHDI) hearing screening protocols and procedures, which are incorporated into this Contract by this reference, and complete timely submission of screening results and follow-up information for both hearing and vision in the Wyoming EHDI tracking system.

H. Ensure all services are provided by highly qualified professionals in accordance with the Every Student Succeeds Act, Professional Teacher Standards Board standards, Wyoming licensure requirements for related service providers, and the Wyoming Department of Family Services Child Care Licensing rules, which are incorporated into this Contract by this reference.

I. Ensure procedural safeguards are provided and followed in accordance with the Wyoming Department of Education's Dispute Resolution procedures, which are incorporated into this Contract by this reference.

J. Ensure use of evidence-based practices and an evidence-based curriculum.

K. Submit a report regarding personnel vacancies as requested by the Agency for calculation of Maintenance of Effort, as defined in Attachment A.

L. Keep all computer software and applications up-to-date.

M. Create, receive, maintain, or transmit individually identifiable education records in a manner that would not violate any provision of the Family Educational Rights and Privacy Act (FERPA), IDEA, or other applicable federal, state, or local law.

N. Establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all individually identifiable

education records that the Subrecipient creates, receives, maintains, or transmits and to prevent any use or disclosure of individually identifiable education records as provided by this Contract.

O. Secure all personally identifiable information in its possession in accordance with the most current standards established by the National Institute of Standards and Technology (NIST), which are incorporated into the Contract by this reference.

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

A. Pay Subrecipient in accordance with Section 4 above.

B. Consult with and advise the Subrecipient, as necessary, about the requirements of this Contract.

C. Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.

D. Ensure all computer and software applications are up to date.

E. Create, receive, maintain, or transmit individually identifiable education records in a manner that would not violate any provision of FERPA, IDEA, or other applicable federal, state, or local law.

F. Establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all individually identifiable education records that the Subrecipient creates, receives, maintains, or transmits and to prevent any use or disclosure of individually identifiable education records as provided by this Contract.

G. Limit its use, disclosure, or requests for individually identifiable education records to the extent necessary to accomplish the intended purposes of such use, disclosure, or request.

H. Secure all personally identifiable information in its possession in accordance with the most current standards established by the NIST.

I. Notify the Subrecipient within five (5) business days of any use or disclosure of individually identifiable education records not provided for by this Contract, any security incident, or any breach of unsecured individually identifiable education records of which the Agency becomes aware.

(i) Such notice shall include the identification of each individual whose individually identifiable education record has been, or is reasonably believed to have been subject to such use, disclosure, incident, or breach, a statement

indicating whether the individually identifiable education record was secured or unsecured, and a description of any security measures used.

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

(iii) All reports of breach involving unsecured individually identifiable education records by the Agency shall also include the most current contact information available for each individual whose individually identifiable education record has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by the Subrecipient for the notification of individuals.

J. Ensure any subrecipient the Agency uses to create, receive, maintain, or transmit individually identifiable education records on its behalf agrees to the same restrictions, conditions, and requirements that apply to the Agency under the terms of this Contract.

K. Ensure all individually identifiable education records received from the Subrecipient or otherwise created, maintained, or transmitted on behalf of the Subrecipient are made available to the Subrecipient as necessary for the Subrecipient to comply with an individual's request for access to individually identifiable education records, or any other request that may be required by law. If the Agency receives such request for individually identifiable education records directly, it shall notify the Subrecipient within three (3) business days following its receipt of such request. Thereafter, the parties agree to meet to promptly discuss and jointly resolve the request for individually identifiable education records.

7. <u>Special Provisions</u>.

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

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

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

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

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

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

D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

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

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

G. **Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq*.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq*., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract. Federal law requires the Subrecipient to include all relevant special provisions of this Contract in every subcontract awarded over

ten thousand dollars ($10,000.00) so that such provisions are binding on each sub-subrecipient.

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

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

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

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

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

M. **Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars ($750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit

Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Contract, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

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

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

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

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

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

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

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

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

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

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

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

I. **Entirety of Contract.** This Contract, consisting of fifteen (15) pages; Attachment A, Statement of Work, consisting of six (6) pages, and Attachment B, Fiscal Assurances, consisting of one (1) page; represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

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

K. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.

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

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

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

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

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

Q. **Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright,

license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

R. Prior Approval. This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

S. Insurance Requirements.

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

(ii) All policies shall be primary over any insurance or self-insurance program carried by the Subrecipient 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 Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

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

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

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

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

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

T. Insurance Coverage. The Subrecipient 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) $250,000.00 each person;
(b) $500,000.00 each occurrence;

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

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

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

(a) Bodily Injury by Accident: $250,000.00 each accident;
(b) Bodily Injury by Disease: $250,000.00 each employee; and
(c) Bodily Injury by Disease: $500,000.00 policy limit.

(iii) Unemployment Insurance. The Subrecipient shall be duly registered with the Department of Workforce Services and obtain such unemployment

insurance coverage as required. The Subrecipient 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 Subrecipient's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:

(a) $250,000.00 each person; and
(b) $500,000.00 each occurrence.

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

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

V. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. 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 Subrecipient, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Contract, or 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 Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:
Wyoming Department of Health, Behavioral Health Division

_____ _____
Stefan Johansson, Director Date

_____ _____
Matthew Petry, MPA, Senior Administrator Date

SUBRECIPIENT:
Campbell County Children's Developmental Services

_____ _____
Colleen Faber, Chairman of the Board of Commissioners Date

_____ _____
Bertine Bahige, Board of Directors Chair Date

_____ _____
Nathan Grotrian, Executive Director Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

_____ _____
Cole R. White, Assistant Attorney General Date

Statement of Work (SOW)
Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Campbell County Children's Developmental Services (Subrecipient)
For services to be provided from July 1, 2023, or Effective Date, whichever is later, through June 30, 2024

I. Background/Introduction

This Contract upholds the requirements set forth in the Individuals with Disabilities Education Act (IDEA) Part B/619 and Part B/611. The Contract and funds provided are used as compensation for preschool, early childhood special educators and related service providers, and preschool services for the provision of IDEA; professional social-emotional services including training and technical assistance to community partners, and training and technical assistance in early childhood social-emotional development; implementation of evidence-based best practices, screening and evaluation of children ages three (3) through five (5) years; and other required activities to ensure each child is provided a Free Appropriate Public Education as required in IDEA.

II. Purpose

The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide preschool, special education, and related services to children ages three (3) through five (5) years with disabilities in accordance with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400, *et seq*., and 34 CFR Part 300, to include Subpart G. Authorization, Allotment, Use of Funds, and Authorization of Appropriations (Section 611 of Part B of IDEA), Subpart H. Preschool Grants for Children with Disabilities (Section 619 of Part B of IDEA) and subsequent revisions, Wyo. Stat. § 21-2-706, and Agency policies and procedures, which are incorporated into this Contract by this reference.

III. Definitions

A. **Timely Data Submission:** As defined by the Agency, a complete electronic submission of any and all documents required under IDEA that demonstrates a child is placed on an Individualized Education Program (IEP) to receive services under Part B of IDEA.

B. **Designated Data Security Officer:** A person employed by the Subrecipient who is responsible for ensuring privacy and security of protected information.

C. **Generally Accepted Accounting Principles (GAAP):** A framework of accounting standards, rules, and procedures defined by the professional accounting industry.

D. **Preschool Hours:** Be available to provide a minimum of four hundred fifty (450) hours of preschool within the one hundred seventy-five (175) contact days as designated on the Individualized Education Program (IEP).

E. **Least Restrictive Environment (LRE):** Defined by IDEA 34 CFR § 300.114: "To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability of a child is such that education in regular classes with the uses of supplementary aids and services cannot be achieved satisfactorily."

F. **Free and Appropriate Public Education (FAPE) Obligation:** 34 CFR § 300.101 states: "A free and appropriate public education must be available to all children residing in the State between the ages of [three] 3 and [twenty-one] 21 [years], inclusive, including children with disabilities who have been suspended or expelled from school, as provided for in § 300.530(d)."

G. **Annual Performance Report (APR):** IDEA requires each state to develop a State Performance Plan/Annual Performance Report (SPP/APR) that evaluates the State's efforts to implement the requirements and purposes of the IDEA and describes how the state will improve its implementation. The SPP/APRs include indicators that measure child and family outcomes and other indicators that measure compliance with the requirements of the IDEA.

H. **Time and Effort:** All employees who are paid in full or in part with federal funds must keep specific documentation to demonstrate the amount of time they spent on federal grant activities is allocable or chargeable to the Grant.

IV. Deliverables

TOTAL PAYMENT UNDER THE CONTRACT NOT TO EXCEED ONE MILLION, EIGHT HUNDRED FIVE THOUSAND, ONE HUNDRED SEVENTY-TWO DOLLARS AND TWENTY-SIX CENTS ($1,805,172.56).

DELIVERABLE	TIMELINE	DOCUMENTATION
A. Preschool, Special Education, and Related Services. Subrecipient shall:		
1. Provide services for eligible children ages three (3) through five (5) years in accordance with all applicable federal and state statutes, rules and regulations, and all subsequent revisions. Ensure services for all students are individualized in accordance with IDEA.	Ongoing throughout Contract Term	All IEP documents and data present in Agency prescribed data system
a. Provide a Summary Report which shall include social-emotional provider agreements or contracts, and documentation of how requirements to provide preschool and special education services to the child through IEP goals are met. Include information on how social-emotional training is provided to	Summary Report shall be submitted by October 31, 2023	Summary Report as prescribed by the Agency submitted via email to: Agency prescribed email address

community providers in accordance with Wyo. Stat. § 21-2-706(d)(ii). b. Follow requirements of the Child Outcomes Process as prescribed by Agency including the Timely Data Submission of outcome data. Ensure staff administering the Agency designated tool have appropriate training, that administration of the tool is according to publisher's specifications, and that all applicable Child Outcomes information is completed within the Agency prescribed data system and the electronic scoring platform, if available. This includes children transitioning to kindergarten. c. Utilize a nationally recognized curriculum within each preschool classroom that aligns with Division of Early Childhood (DEC) recommended practices. d. Preschool hours offered must be sufficient to ensure the full continuum of placements in the consideration of LRE in order to provide FAPE. e. LRE reimbursement shall be considered when offering the full continuum of placements, i.e. outside of Subrecipient preschool. f. Subrecipient shall submit a list of children receiving Part B services who will be eligible for kindergarten enrollment in accordance with W.S. § 21-4-302(b) to the appropriate Local Education Agency (LEA) and the Agency with appropriate parental consent and in accordance with the Family Educational Rights and Privacy Act. i. Subrecipient shall work with the enrolling LEA to collectively develop an appropriate IEP, to include a transition plan. Representatives from the receiving LEA should attend IEP meetings. g. Extended School Year (ESY) services may be included when determined necessary at the IEP team's discretion. Ensure continuous IEP services are provided up to the first day of kindergarten if required by the IEP.		Curriculum used documented in Summary Report Documentation of team decision contained within IEP documents Documentation of LRE reimbursement tuition process

DELIVERABLE	TIMELINE	DOCUMENTATION
B. Monitoring. Subrecipient shall:		
1. Participate in onsite and virtual monitoring at the discretion of the Agency.	Date to be determined by the Agency	

DELIVERABLE	TIMELINE	DOCUMENTATION
C. Timely Data Submission. Subrecipient shall:		
1. Ensure all data and documents are updated in accordance with the definition of "Timely Data Submission" at SOW Section III.	Within three (3) business days of any completed activity related to child's file	Data and IEP documents updated in the Agency prescribed data system
2. Subrecipient shall be available to review specific APR data at Agency's request.	Review of data shall occur annually	Data reports provided by Agency

DELIVERABLE	TIMELINE	DOCUMENTATION
D. Professional Development and Staff Credential Requirements. Subrecipient shall:		
1. Ensure all staff maintain current licensure and certification. Licensure and certification expiration dates must be kept current on all staff within the Agency prescribed data system.	Ongoing throughout Contract Term and provided within ten (10) business days as requested by Agency	Certification and licensure documents uploaded in the Agency prescribed data system
2. Report on personnel (in full-time equivalency of assignment) employed to provide special education and related services for children with disabilities.	Within ten (10) business days of request from Agency	WDE 455 (Full Time Equivalent Personnel Report) submitted to Agency
3. Demonstrate ongoing professional development opportunities, which are provided to preschool providers.		Sign in sheets indicating attendance for Subrecipient sponsored training maintained onsite Summary of activities included in Summary Report
4. Ensure Designated Data Security Officer has completed training on the Family Educational Rights and Privacy Act and applicable transmittal of records provisions of IDEA.	Training shall be completed by June 30, 2024	Training certificate or documentation of training submitted to Agency

DELIVERABLE	TIMELINE	DOCUMENTATION
E. Child Find Activities. Subrecipient shall:		
1. Implement an ongoing system to locate, identify, and evaluate children ages three (3) through five (5) years residing within the Subrecipient's regional service area who are in need of special education and related services in accordance with 34 CFR § 300.111. Ensure documentation of Child Find agreements with LEA's are maintained on-site and available for review by Agency.	Ongoing throughout Contract Term	Summary Report template provided by Agency
2. Submit completed vision and hearing screening results for all children screened as part of Child Find and IDEA services. Ensure hearing and vision screening results are part of the Part B evaluation process.	Results documented within ten (10) business days of screening and in initial or annual IEP, as applicable	Results of screening or medical documentation recorded in Early Hearing Detection and Intervention data system and in IEP
3. Submit Monthly Screening Report to the Agency.	By the fifteenth (15th) day of the following month	Template provided by Agency

DELIVERABLE	TIMELINE	DOCUMENTATION
F. Reports and Verifications. Subrecipient shall:		
1. Submit name of Designated Data Security Officer.	Within ten (10) business days of new designee	Included in Summary Report as prescribed by Agency
2. Submit a Personnel Vacancy Report to the Agency.	By July 31, 2023	Template provided by Agency
3. Submit Calendar demonstrating one hundred seventy-five (175) contact days.	By August 1, 2023	Calendar of contact days
4. Submit self-assessment.	By June 1, 2024	Template provided by Agency

DELIVERABLE	TIMELINE	DOCUMENTATION
G. Financial Reports and Records Maintenance. Subrecipient shall:		
1. Maintain financial accounting records and documents for seven (7) years in accordance with GAAP and provide financial reports as requested by Agency.	Ongoing throughout Contract Term	
2. Maintain detailed monthly accounting with supporting documentation for all Federal Part B/619 and 611 expenditures.	Within ten (10) business days of request from Agency	Time and Effort logs or Part B certification form, as applicable

a. If expenditures are for staff salaries, documentation shall include what activities or portion of staff time were dedicated to: i. Part B/619, and ii. Part B/611.	Submit by June 30, 2024	
3. Submit to Agency all newly employed Part B staff information. Upon receipt, Agency will issue a Wyoming Integrated Statewide Education Record Identifier (WISER ID).	Within ten (10) business days of request from Agency	Include information required by Agency to issue WISER ID number
4. Maintain all educational records for seven (7) years following the child's exit from Part B.		Paper and electronic educational records
5. Submit completed Cost Study/Expenditure Report documents to the Agency.	Within thirty (30) calendar days of request from Agency	Template provided by Agency

DELIVERABLE	TIMELINE	DOCUMENTATION
H. Proof of three percent (3%) match. Subrecipient shall:		
1. Demonstrate three percent (3%) match as required by Wyo. Stat. § 21-2-706.	Submit by October 31, 2023	Included in Summary Report

V. Changes to Statement of Work

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

In the event it is determined by the Agency that a change to this SOW is required, a contract amendment shall be made to this Contract in accordance with Section 8.A. of this Contract.

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Fiscal Assurances

Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Campbell County Children's Developmental Services (Subrecipient)

The Subrecipient assures through the terms and conditions of interagency agreements, contracts, memoranda of understanding, and purchase orders, the following:

1. Federal funds made available under Part B shall not be commingled with State funds.

    a. "State Funds" reference state, local, and private funding sources other than federal Part B funds. This assurance shall be satisfied by the use of an accounting system that includes an "audit trail" of the expenditure of funds awarded under Part B. Separate bank accounts are not warranted.

2. Every effort shall be made to maintain the level of local funds expended for Part B services in order to support the State's ability to meet the federal non-supplanting assurance. Federal funds made available under Part B shall be used to supplement and increase the level of State Funds expended for children ages three (3) through five (5) years with disabilities and their families and in no case supplant such State Funds appropriated or budgeted at the state and local level for Part B services.

3. Fiscal control and fund accounting procedures shall be adopted as necessary to assure proper disbursement of, and accounting for, federal and state funds paid under Part B.

4. Prior approval shall be obtained from the Agency Part B Coordinator or designee for the purchase of equipment using federal or state funds, costing five thousand dollars ($5,000.00) or more.

5. All local participating agencies/providers shall be informed of the assurances listed above and that the obligation to comply with these assurances shall be included in all contracts, agreements, and purchase orders with local Part B services providers.

The following page(s) contain the backup material for Agenda Item: 9:45 Early Intervention & Education Program, Part C Amendment FY23

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

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

Campbell County
wyoming

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS
Colleen Faber, Chairman
Roy Knutson
Jim Ford
Del Shelstad
Kelley McCreery

Grant Contract/Agreement Approval Form

Instructions: Follow <INSERT HYPERLINK FOR DOC ROUTING

☐ Concerns (Need advice) - Please summarize below or include with email.

Date of Commissioner's Meeting 6/6/2023

☑ **Prove to Form (Review for concerns)**

Title Part C Early Intervention & Education Program of the Agency Amendment - FY23 Contract

Agency Wyoming Department of Health - Behavioral Health Division

Recipient Children's Development Services of Campbell County

Funding Source

Federal – CFDA/ALN ☐

State – State grant identifying number ☑

Other – Please explain:

Please mark as applicable:

☑ **Annual Contract Award** ☐ **New Contract Award** ☐ **Amendment to Contract Award**

☐ **Includes Capital Assets** ☐ **Bid/Request for Proposals Required** ☑ **Match Fund Required - Proof of 3% Match Required**

Date range of contract 7/1/2022-6/30/2023

Amount $61,779.82

Summary This Amendment shall consist of alump sum payment of $61,779.82.

Legal Review FERRIS

Management Review NICHOLS

Approval Signature

Chairman, Coleen Faber

Clerk's Office

AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
CAMPBELL COUNTY CHILDREN'S DEVELOPMENTAL SERVICES

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Campbell County Children's Developmental Services (Subrecipient), whose address is: 1801 South 4-J Road, Gillette, Wyoming 82718. This Amendment pertains to the Part C, Early Intervention and Education Program of the Agency.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Agency and the Subrecipient. The purpose of this Amendment is to: a) increase the total Contract dollar amount by sixty-one thousand, seven hundred seventy-nine dollars and eighty-two cents ($61,779.82) to seven hundred eighty-seven thousand dollars and sixty-six cents ($787,000.66) to reflect the most recent External Cost Adjustment (ECA) pursuant to W.S. § 21-13-309(o); and b) amend the responsibilities of Subrecipient by replacing Attachment A, Statement of Work, with Attachment A1, Amended Statement of Work. Payment will be made to Subrecipient in a lump sum payment of sixty-one thousand, seven hundred seventy-nine dollars and eighty-two cents ($61,779.82) after submission of invoice.

   The original Contract, dated June 28, 2022, required the Subrecipient to provide early intervention to children ages birth through two (2) years and their families, including a comprehensive system of personnel development activities to ensure the services are in conformity with 34 CFR Part 303, Early Intervention Program for Infants and Toddlers with Disabilities Part C of Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and subsequent revisions for a total Contract amount of seven hundred twenty-five thousand, two hundred twenty dollars and eighty-four cents ($725,220.84) with an expiration date of June 30, 2023.

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

4. **Amendments.**

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

   "The total payment under this Contract shall not exceed seven hundred eighty-seven thousand dollars and sixty-six cents ($787,000.66)."

B. Section 4.D. (i) of the original Contract is hereby amended in its entirety to read as follows:

"**(i)** Total state funding for eligible children ages birth through two (2) years, including social-emotional development services and External Cost Adjustment (ECA) pursuant to W.S. § 21-13-309(o) of sixty-one thousand, seven hundred seventy-nine dollars and eighty-two cents ($61,779.82), is six hundred fifty-five thousand, nine hundred five dollars and sixty-six cents ($655,905.66)."

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

A. As of the Effective Date of this Amendment, Attachment A, Statement of Work, which was attached to the original Contract, is superseded and replaced by Attachment A1, Amended Statement of Work, which is attached to this Amendment and incorporated into the original Contract by this reference. All references to "Attachment A" in the original Contract, and any attachments thereto, are amended to read "Attachment A1".

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

7. **Special Provisions.**

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

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

8. **General Provisions.**

A. **Entirety of Contract.** The original Contract, consisting of fifteen (15) pages; Attachment A, Statement of Work, consisting of six (6) pages; Attachment B, Fiscal Assurances, consisting of one (1) page; this Amendment One, consisting of three (3) pages; and Attachment A1, Amended Statement of Work, consisting of six (6) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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

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

AGENCY:
Wyoming Department of Health, Behavioral Health Division

_____ _____
Stefan Johansson, Director Date

_____ _____
Matthew Petry, MPA, Senior Administrator Date

SUBRECIPIENT:
Campbell County Children's Developmental Services

_____ _____
Colleen Faber, Chairman of the Board of Commissioners Date

_____ _____
Bertine Bahige, Board of Directors Chair Date

_____ _____
Nathan Grotrian, Executive Director Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

\# 231002 05-17-2023
Cole R. White, Assistant Attorney General Date

Statement of Work (SOW)
Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Campbell County Children's Developmental Services, (Subrecipient)
For services to be provided from July 1, 2022, or Effective Date, whichever is later, through June 30, 2023

I. Background/Introduction

Wyo. Stats. §§ 21-2-701 through 706 authorize the Agency to provide eligible children ages birth through two (2) years with early intervention. The Agency upholds these statutes by contracting with regional Child Development Centers (CDCs) to provide early intervention services. Funds are used for compensation of all providers of early intervention service. This includes early intervention service provision of social/emotional development activities, implementation of evidence-based best practices, screening and evaluation of children ages birth through two (2) years, and other required activities to ensure each child is provided early intervention services as required by the Individuals with Disabilities Education Improvement Act of 2004 (IDEA).

II. Purpose

The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide early intervention to children ages birth through two (2) years and their families including a comprehensive system of personnel development activities to ensure the services are in conformity with 34 CFR Part 303, Early Intervention Program for Infants and Toddlers with Disabilities Part C of Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and subsequent revisions.

III. Definitions

A. **Timely Data Submission**: As defined by the Agency, a complete electronic submission of any and all documents required that demonstrates a child is placed on an Individualized Family Service Plan (IFSP) to receive services under Part C of the IDEA.

B. **Designated Security Officer:** The person responsible for ensuring privacy and security of protected information.

C. **Individualized Family Service Plan (IFSP):** A written plan for special services for young children with developmental delays.

D. **Wyoming Early Intervention Initiative (WEII):** A resource for families and their children who are deaf or hard of hearing.

E. **Maintenance of Effort (MOE):** To ensure that State and local public funds used for early intervention services are maintained to meet payor of last resort requirements, 34 CFR Part 303.225(b) of Part C of IDEA requires states to budget for the current year at least the same aggregate amount of State and local public

funds spent in the most recent preceding fiscal year for which information is available.

IV. Deliverables

TOTAL PAYMENT UNDER THE CONTRACT NOT TO EXCEED SEVEN HUNDRED EIGHTY-SEVEN THOUSAND DOLLARS AND SIXTY-SIX CENTS ($787,000.66).

DELIVERABLE	TIMELINE	DOCUMENTATION
A. Early Childhood Intervention Services. Subrecipient shall:		
1. Provide early childhood intervention services to eligible children ages birth through two (2) years in accordance with all applicable federal and state statutes, rules and regulations, and all subsequent revisions.	Ongoing throughout Contract term	Summary Report as prescribed by the Agency submitted via email to: wdheiep.contractors-deliverables@wyo.gov
a. Provide Agency with Summary Report submitted via email on template provided by the Agency; Include social/emotional provider agreements or contracts, and the requirements to provide early intervention services to the child through IFSP outcomes; Include information on how social/emotional training is provided to community providers in accordance with W.S. 21-2-706(d)(ii).		Summary Report shall be submitted to Agency by October 31, 2022
b. Follow requirements of the Child Outcomes Process as prescribed by Agency including the Timely Data Submission of outcomes data. Ensure staff administering the Battelle Developmental Inventory (BDI) have had the appropriate training, that administration of the BDI is according to publisher's specifications, and that all applicable Child Outcomes information is completed within the Agency prescribed data system and the electronic scoring platform.		Child Outcomes data shall be submitted as directed by Agency
c. For children receiving Part C services who may be eligible for transition to the Part B/619 Program for children with disabilities ages three (3) through five (5) years, Subrecipient shall coordinate transition as applicable between Programs, ensure services are not interrupted to the extent possible, and encourage family participation and engagement throughout the transition process.		
d. Include IFSP services and supports unique to children identified with hearing loss, vision loss, deaf/blind, and behavior needs i.e. Teacher of the		IFSP documentation (evaluation and services)

Deaf (TOD), Speech-Language Pathologist, Audiologist, Teacher Certified in Visual Impairment (TVI), Cortical Visual Impairment (CVI), Deaf/Blind Specialist, Early Childhood Psychologist, Behavior Specialist. e. Upon receipt of written parental consent for the purpose of sharing records with participating agencies under Part C of IDEA and the Family Educational Rights and Privacy Act. i. Utilize the Early Hearing Detection and Intervention (EHDI) WEII Plus Coordinator, to plan service provisions, for children identified with hearing loss, with written parental consent.		

DELIVERABLE	TIMELINE	DOCUMENTATION
B. Timely Data Submission. Subrecipient shall:		
1. Ensure all data and documents are updated in accordance with the definition at SOW Section III A.	Within three (3) business days of any updates to child information	Data and IFSP documents updated in Agency prescribed data system

DELIVERABLE	TIMELINE	DOCUMENTATION
C. Professional Development and Licensure Requirements. Subrecipient shall:		
1. Ensure all licensure documentation for Early Intervention Service (EIS) providers are current. Licensure and certification expiration dates must be kept current on all staff within the Agency prescribed data system.	Ongoing throughout Contract term and provided within ten (10) business days as requested by Agency	Certification and licensure documents updated in the Agency prescribed data system
2. Ensure all EIS providers are appropriately trained and provided availability of educational supports and professional development opportunities. a. New EIS providers shall complete online modules within six (6) months of hire. All other EIS providers shall retake the online modules at least every three (3) years.	Ongoing throughout Contract term	Summary of activities included in Summary Report Certificates of Completion maintained onsite Attendance lists for training activities maintained onsite

DELIVERABLE	TIMELINE	DOCUMENTATION
D. Child Find Activities. Subrecipient shall:		
1. Implement an ongoing system to locate, identify, and evaluate all children ages birth through two (2) years residing within the Subrecipient's regional service area who are in need of early intervention services in accordance with 34 CFR Part 303	Ongoing throughout Contract term	Summary of Child Find activities included in Summary Report

DELIVERABLE	TIMELINE	DOCUMENTATION
E. Reports provided to Agency. Subrecipient shall:		
1. Submit name of Designated Security Officer	Ongoing throughout Contract term	Included in Summary Report

DELIVERABLE	TIMELINE	DOCUMENTATION
F. Grievances. Subrecipient shall:		
1. Adhere to all complaint procedures as required in 34 CFR Part 303 Early Intervention Program for Infants and Toddlers with Disabilities and Wyoming Department of Health Administrative Rules, Chapter 8 Services for Infants and Toddlers With Developmental Delays.	Ongoing through Contract term	Included in Summary Report

DELIVERABLE	TIMELINE	DOCUMENTATION
G. Financial Reports. Subrecipient shall:		
1. Maintain financial accounting records and documents for seven (7) years in accordance with generally accepted accounting principles (GAAP) and provide financial reports which may be requested by the Agency.	Ongoing throughout Contract term	
2. Submit a financial and compliance audit, if applicable, for the previous fiscal year. If any areas of deficiency are noted, explain how the deficiency has been resolved. Audits are to determine whether: a. Financial operations are conducted properly; b. Financial statements are presented fairly; and c. Subrecipient has complied with terms of the Contract.	Audit report due upon completion of audit	Financial and Compliance Audit
3. Funds audited shall include but are not limited to: a. State general funds; b. All federal funds;		

c. All funds received from private sources; and d. All county funds.		
4. Submit Part C projected budget for State Fiscal Year (SFY) 2023 to Agency. Part C budget should include federal, state, and local funds received.	Part C projected budget due 8/17/2022	Submitted via email to: wdheiep.contractors-deliverables@wyo.gov
5. Submit Part C expenditure reports twice, annually, to Agency. Expenditure reports shall include all funding sources. a. All sources of local public funds shall be reported as applicable for calculation of MOE. b. All sources of state funds shall be reported for calculation of MOE as applicable.	End of year report for expenditures between 7/1/2021 and 6/30/2022 due 8/17/2022 Mid-year report for expenditures between 7/1/2022 and 12/31/2022 due 2/17/2023	Submitted via email to: wdheiep.contractors-deliverables@wyo.gov
6. Submit other fiscal data as requested by Agency.	Within (ten) 10 business days of Agency request	Submitted via email to: wdheiep.contractors-deliverables@wyo.gov
7. Submit a completed Consolidated Monthly Cash Reconciliation and Cash Request for Part C funds form via e-mail to the Agency.	The fifteenth (15^{th}) day of each month for the previous month's expenditures	Submitted via email to: wdheiep.contractors-deliverables@wyo.gov

DELIVERABLE	TIMELINE	DOCUMENTATION
H. Proof of three percent (3%) match. Subrecipient shall:		
1. Demonstrate three percent (3%) match as required by Wyo. Stat. § 21-2-706.	Ongoing throughout Contract term	Included in Summary Report

V. Changes to Statement of Work

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

In the event it is determined by the Agency that a change to this SOW is required, a Contract amendment shall be made to this Contract in accordance with Section 8.A. of the Contract.

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222097

CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
CAMPBELL COUNTY CHILDREN'S DEVELOPMENTAL SERVICES

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Campbell County Children's Developmental Services (Subrecipient), whose address is: 1801 South 4-J Road, Gillette, Wyoming 82718. This Contract pertains to the Part C, Early Intervention and Education Program of the Agency.

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide early intervention to children ages birth through two (2) years and their families, including a comprehensive system of personnel development activities to ensure the services are in conformity with 34 CFR Part 303, Early Intervention Program for Infants and Toddlers with Disabilities Part C of Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and subsequent revisions.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2022, or Effective Date, whichever is later, through June 30, 2023. All services shall be completed during this term.

4. **Payment.**

   A. The Agency agrees to pay the Subrecipient for the services described in Section 5 below and in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed seven hundred twenty-five thousand, two hundred twenty dollars and eighty-four cents ($725,220.84). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.

   B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld.

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

D. Pursuant to Wyo. Stat. § 21-2-706, state funding is based upon the December 1 child count. The state per-child rate for Fiscal Year 2023 is six thousand, five hundred forty-five dollars and forty-four cents ($6,545.44) plus three hundred sixty-three dollars ($363.00) per child to provide social-emotional development services for a total per child amount of six thousand, nine hundred eight dollars and forty-four cents ($6,908.44).

(i) Total state funding for eligible children ages birth through two (2) years including social-emotional development services is five hundred ninety-four thousand, one hundred twenty-five dollars and eighty-four cents ($594,125.84).

E. Pursuant to the Assistance Listing Number 84.181, the source of federal funds for Part C is based upon the December 1 child count. The total amount of federal funds for eligible children ages birth through two (2) years, including implementing a comprehensive system of personnel development is one hundred thirty one thousand, ninety-five dollars ($131,095.00).

(i) Federal funds shall be paid upon submission of invoice pursuant to Wyo. Stat. § 16-6-602 to provide services to children ages birth through two (2). Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. The total amount of federal funds for service provision is one hundred twenty-one thousand, ninety-five dollars ($121,095.00)

(ii) Federal funds shall be paid upon submission of invoice pursuant to Wyo. Stat. § 16-6-602 to offset the cost of professional development/technical assistance provided by professionals with the demonstrated knowledge in early intervention best practices and educational materials appropriate to eligible children ages birth through two (2) years is ten thousand dollars ($10,000.00).

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

A. Abide by the IDEA, 20 U.S.C § 1400, *et seq.*, regulations 34 CFR Part 303, Wyo. Stats. §§ 21-2-701 through 706, Wyoming Department of Health Administrative Rules, Chapter 8: Services for Infants and Toddlers with Developmental Delays, and any subsequent revisions to these federal and state rules, which are incorporated into this Contract by this reference.

B. Provide the services described in Attachment A.

C. Abide by guidance set forth in Attachment B, Fiscal Assurances, which is attached to and incorporated into this Contract by this reference.

D. Ensure Subrecipient's staff are available to provide continuous services under this Contract on a general business schedule, including summer months. Subrecipient must provide the Agency with notice of upcoming closures and planned closures must be indicated on a calendar for the public to access.

E. Utilize age appropriate assessment instruments for evaluating children ages birth through two (2) years to determine the need for early intervention services.

F. Adhere to Wyoming Early Hearing Detection and Intervention (EHDI) hearing screening protocols and procedures, which are incorporated into this Contract by this reference, and complete timely submission of screening results and follow-up information for both hearing and vision in the Wyoming EHDI tracking system.

G. Ensure all services are provided by highly qualified professionals in accordance with Wyoming licensure requirements for related service providers, and the Wyoming Department of Family Services Child Care Licensing rules, which are incorporated into this Contract by this reference.

H. Maintain responsibility for all monetary remediation regarding individual grievances in which, after investigation by the Agency, the Agency finds appropriate services were denied.

I. Keep all computer software and applications up-to-date.

J. Create, receive, maintain, or transmit individually identifiable education records in a manner that would not violate any provision of the Family Educational Rights and Privacy Act (FERPA), IDEA, or other applicable federal, state, or local law.

K. Establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all individually identifiable education records that the Subrecipient creates, receives, maintains, or transmits and to prevent any use or disclosure of individually identifiable education records as provided by this Contract.

L. Secure all personally identifiable information in its possession in accordance with the most current standards established by the National Institute of Standards and Technology, which are incorporated into the Contract by this reference.

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

A. Pay Subrecipient in accordance with Section 4 above.

B. Consult with and advise the Subrecipient as necessary, about the requirements of this Contract.

C. Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.

D. Ensure all computer and software applications are up to date.

E. Create, receive, maintain, or transmit individually identifiable education records in a manner that would not violate any provision of FERPA, IDEA, or other applicable federal, state, or local law.

F. Establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all individually identifiable education records that the Subrecipient creates, receives, maintains, or transmits and to prevent any use or disclosure of individually identifiable education records as provided by this Contract.

G. Limit its use, disclosure, or requests for individually identifiable education records to the extent necessary to accomplish the intended purposes of such use, disclosure, or request.

H. Secure all personally identifiable information in its possession in accordance with the most current standards established by the National Institute of Standards and Technology.

I. Notify the Subrecipient within five (5) business days of any use or disclosure of individually identifiable education records not provided for by this Contract, any security incident, or any breach of unsecured individually identifiable education records of which the Agency becomes aware.

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

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

(iii) All reports of breach involving unsecured individually identifiable education records by the Agency shall also include the most current contact information available for each individual whose individually identifiable

education record has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by the Subrecipient for the notification of individuals.

J. Ensure that any subrecipient the Agency uses to create, receive, maintain, or transmit individually identifiable education records on its behalf agrees to the same restrictions, conditions, and requirements that apply to the Agency under the terms of this Contract.

K. Ensure that all individually identifiable education records received from the Subrecipient or otherwise created, maintained, or transmitted on behalf of the Subrecipient are made available to the Subrecipient as necessary for the Subrecipient to comply with an individual's request for access to individually identifiable education records, or any other request that may be required by law. If the Agency receives such request for individually identifiable education records directly, it shall notify the Subrecipient within three (3) business days following its receipt of such request. Thereafter, the parties agree to meet to promptly discuss and jointly resolve the request for individually identifiable education records.

7. **Special Provisions.**

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

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

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

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

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

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

D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

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

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

G. **Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract. Federal law requires the Subrecipient to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars ($10,000.00) so that such provisions are binding on each sub-subrecipient.

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

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

J. **Suspension and Debarment.** By signing this Contract, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

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

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

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

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

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

8. **General Provisions.**

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

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

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

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

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

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

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

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

I. **Entirety of Contract.** This Contract, consisting of fifteen (15) pages; Attachment A, Statement of Work, consisting of six (6) pages; and Attachment B, Fiscal Assurances, consisting of one (1) page, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

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

K. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.

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

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

N. **Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this

Contract, the Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Contract.

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

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

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

R. **Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

S. **Insurance Requirements.**

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

(ii) All policies shall be primary over any insurance or self-insurance program carried by the Subrecipient 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 Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

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

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

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

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

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

T. **Insurance Coverage.** The Subrecipient 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) $250,000.00 each person;
(b) $500,000.00 each occurrence;

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

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

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

(a) Bodily Injury by Accident: $250,000.00 each accident;
(b) Bodily Injury by Disease: $250,000.00 each employee; and
(c) Bodily Injury by Disease: $500,000.00 policy limit.

(iii) Unemployment Insurance. The Subrecipient shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Subrecipient 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 Subrecipient's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:

(a) $250,000.00 each person; and
(b) $500,000.00 each occurrence.

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

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

V. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as 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 Subrecipient, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Contract or any attachments or documents incorporated by reference will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:
Wyoming Department of Health, Behavioral Health Division

Stefan Johansson, Director — 6-28-2022 Date

Matthew Petry, MPA, Senior Administrator — 06/28/22 Date

SUBRECIPIENT:
Campbell County Children's Developmental Services

Del Shelstad, Chairman of the Board of Commissioners — 6/27/22 Date

Bertine Bahige, Board of Directors Chair — 6/24/22 Date

Robert Tranas, Executive Director — 6/27/22 Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Cole R. White, Assistant Attorney General #222097 — 06-10-2022 Date

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ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Cole R. White, Assistant Attorney General # 222097 — 06-10-2022 Date

Statement of Work (SOW)
Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Campbell County Children's Developmental Services (Subrecipient)
For services to be provided from July 1, 2022, or Effective Date, whichever is later, through June 30, 2023

I. Background/Introduction

Wyo. Stats. §§ 21-2-701 through 706 authorize the Agency to provide eligible children ages birth through two (2) years with early intervention. The Agency upholds these statutes by contracting with regional Child Development Centers (CDCs) to provide early intervention services. Funds are used for compensation of all providers of early intervention service. This includes early intervention service provision of social/emotional development activities, implementation of evidence-based best practices, screening and evaluation of children ages birth through two (2) years, and other required activities to ensure each child is provided early intervention services as required by the Individuals with Disabilities Education Improvement Act of 2004 (IDEA).

II. Purpose

The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide early intervention to children ages birth through two (2) years and their families including a comprehensive system of personnel development activities to ensure the services are in conformity with 34 CFR Part 303, Early Intervention Program for Infants and Toddlers with Disabilities Part C of Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and subsequent revisions.

III. Definitions

A. **Timely Data Submission**: As defined by the Agency, a complete electronic submission of any and all documents required that demonstrates a child is placed on an Individualized Family Service Plan (IFSP) to receive services under Part C of the IDEA.

B. **Designated Security Officer:** The person responsible for ensuring privacy and security of protected information.

C. **Individualized Family Service Plan (IFSP):** A written plan for special services for young children with developmental delays.

D. **Wyoming Early Intervention Initiative (WEII):** A resource for families and their children who are deaf or hard of hearing.

E. **Maintenance of Effort (MOE):** To ensure that State and local public funds used for early intervention services are maintained to meet payor of last resort requirements, 34 CFR Part 303.225(b) of Part C of IDEA requires states to budget for the current year at least the same aggregate amount of State and local public

funds spent in the most recent preceding fiscal year for which information is available.

IV. Deliverables

TOTAL PAYMENT UNDER THE CONTRACT NOT TO EXCEED SEVEN HUNDRED TWENTY-FIVE THOUSAND, TWO HUNDRED TWENTY DOLLARS AND EIGHTY-FOUR CENTS ($725,220.84).

DELIVERABLE	TIMELINE	DOCUMENTATION
A. Early Childhood Intervention Services. Subrecipient shall:		
1. Provide early childhood intervention services to eligible children ages birth through two (2) years in accordance with all applicable federal and state statutes, rules and regulations, and all subsequent revisions.	Ongoing throughout Contract term	Summary Report as prescribed by the Agency submitted via email to: wdheiep.contractors-deliverables@wyo.gov
a. Provide Agency with Summary Report submitted via email on template provided by the Agency; Include social/emotional provider agreements or contracts, and the requirements to provide early intervention services to the child through IFSP outcomes; Include information on how social/emotional training is provided to community providers in accordance with W.S. 21-2-706(d)(ii).		Summary Report shall be submitted to Agency by October 31, 2022
b. Follow requirements of the Child Outcomes Process as prescribed by Agency including the Timely Data Submission of outcomes data. Ensure staff administering the Battelle Developmental Inventory (BDI) have had the appropriate training, that administration of the BDI is according to publisher's specifications, and that all applicable Child Outcomes information is completed within the Agency prescribed data system and the electronic scoring platform.		Child Outcomes data shall be submitted as directed by Agency
c. For children receiving Part C services who may be eligible for transition to the Part B/619 Program for children with disabilities ages three (3) through five (5) years, Subrecipient shall coordinate transition as applicable between Programs, ensure services are not interrupted to the extent possible, and encourage family participation and engagement throughout the transition process.		
d. Include IFSP services and supports unique to children identified with hearing loss, vision loss,		

deaf/blind, and behavior needs i.e. Teacher of the Deaf (TOD), Speech-Language Pathologist, Audiologist, Teacher Certified in Visual Impairment (TVI), Cortical Visual Impairment (CVI), Deaf/Blind Specialist, Early Childhood Psychologist, Behavior Specialist. e. Upon receipt of written parental consent for the purpose of sharing records with participating agencies under Part C of IDEA and the Family Educational Rights and Privacy Act. i. Utilize the Early Hearing Detection and Intervention (EHDI) WEII Plus Coordinator, to plan service provisions, for children identified with hearing loss, with written parental consent.		IFSP documentation (evaluation and services)

DELIVERABLE	TIMELINE	DOCUMENTATION
B. Timely Data Submission. Subrecipient shall:		
1. Ensure all data and documents are updated in accordance with the definition at SOW Section III A.	Within three (3) business days of any updates to child information	Data and IFSP documents updated in Agency prescribed data system

DELIVERABLE	TIMELINE	DOCUMENTATION
C. Professional Development and Licensure Requirements. Subrecipient shall:		
1. Ensure all licensure documentation for Early Intervention Service (EIS) providers are current. Licensure and certification expiration dates must be kept current on all staff within the Agency prescribed data system.	Ongoing throughout Contract term and provided within ten (10) business days as requested by Agency	Certification and licensure documents updated in the Agency prescribed data system
2. Ensure all EIS providers are appropriately trained and provided availability of educational supports and professional development opportunities. a. New EIS providers shall complete online modules within six (6) months of hire. All other EIS providers shall retake the online modules at least every three (3) years.	Ongoing throughout Contract term	Summary of activities included in Summary Report Certificates of Completion maintained onsite Attendance lists for training activities maintained onsite

DELIVERABLE	TIMELINE	DOCUMENTATION
D. Child Find Activities. Subrecipient shall:		
1. Implement an ongoing system to locate, identify, and evaluate all children ages birth through two (2) years residing within the Subrecipient's regional service area who are in need of early intervention services in accordance with 34 CFR Part 303	Ongoing throughout Contract term	Summary of Child Find activities included in Summary Report

DELIVERABLE	TIMELINE	DOCUMENTATION
E. Reports provided to Agency. Subrecipient shall:		
1. Submit name of Designated Security Officer	Ongoing throughout Contract term	Included in Summary Report

DELIVERABLE	TIMELINE	DOCUMENTATION
F. Grievances. Subrecipient shall:		
1. Adhere to all complaint procedures as required in 34 CFR Part 303 Early Intervention Program for Infants and Toddlers with Disabilities and Wyoming Department of Health Administrative Rules, Chapter 8 Services for Infants and Toddlers With Developmental Delays.	Ongoing through Contract term	Included in Summary Report

DELIVERABLE	TIMELINE	DOCUMENTATION
G. Financial Reports. Subrecipient shall:		
1. Maintain financial accounting records and documents for seven (7) years in accordance with generally accepted accounting principles (GAAP) and provide financial reports which may be requested by the Agency.	Ongoing throughout Contract term	
2. Submit a financial and compliance audit, if applicable, for the previous fiscal year. If any areas of deficiency are noted, explain how the deficiency has been resolved. Audits are to determine whether: a. Financial operations are conducted properly; b. Financial statements are presented fairly; and c. Subrecipient has complied with terms of the Contract.	Audit report due upon completion of audit	Financial and Compliance Audit
3. Funds audited shall include but are not limited to: a. State general funds; b. All federal funds;		

c. All funds received from private sources; and d. All county funds.		
4. Submit Part C projected budget for State Fiscal Year (SFY) 2023 to Agency. Part C budget should include federal, state, and local funds received.	Part C projected budget due 8/17/2022	Submitted via email to: wdheiep.contractors-deliverables@wyo.gov
5. Submit Part C expenditure reports twice, annually, to Agency. Expenditure reports shall include all funding sources. a. All sources of local public funds shall be reported as applicable for calculation of MOE. b. All sources of state funds shall be reported for calculation of MOE as applicable.	End of year report for expenditures between 7/1/2021 and 6/30/2022 due 8/17/2022 Mid-year report for expenditures between 7/1/2022 and 12/31/2022 due 2/17/2023	Submitted via email to: wdheiep.contractors-deliverables@wyo.gov
6. Submit other fiscal data as requested by Agency.	Within (ten) 10 business days of Agency request	Submitted via email to: wdheiep.contractors-deliverables@wyo.gov
7. Submit a completed Consolidated Monthly Cash Reconciliation and Cash Request for Part C funds form via e-mail to the Agency.	The fifteenth (15^{th}) day of each month for the previous month's expenditures	Submitted via email to: wdheiep.contractors-deliverables@wyo.gov

DELIVERABLE	TIMELINE	DOCUMENTATION
H. Proof of three percent (3%) match. Subrecipient shall:		
1. Demonstrate three percent (3%) match as required by Wyo. Stat. § 21-2-706.	Ongoing throughout Contract term	Included in Summary Report

V. Changes to Statement of Work

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

In the event it is determined by the Agency that a change to this SOW is required, a Contract amendment shall be made to this Contract in accordance with Section 8.A. of the Contract.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Fiscal Assurances

The Subrecipient assures through the terms and conditions of interagency agreements, contracts, memoranda of understanding, and purchase orders, the following:

1. Federal funds made available under Part C shall not be commingled with State funds.

    a. "State funds" reference state, local, and private funding sources other than federal Part C funds. This assurance shall be satisfied by the use of an accounting system that includes an "audit trail" of the expenditure of funds awarded under Part C. Separate bank accounts are not warranted.

2. Every effort shall be made to maintain the level of local funds expended for Part C services in order to support the State's ability to meet the federal non-supplanting assurance. Federal funds made available under Part C shall be used to supplement and increase the level of State and local funds expended for infants and toddlers with disabilities and their families and in no case supplant such State and local funds appropriated or budgeted at the state and local level for Part C services.

3. Fiscal control and fund accounting procedures shall be adopted as necessary to assure proper disbursement of, and accounting for, federal and state funds paid under Part C.

4. Every effort shall be made to routinely and regularly consider and access all available sources of funds prior to use of Part C funds. To meet the payor of last resort provision, the requirements on non-substitution of funds and non-reduction of other benefits shall be met.

5. Prior approval shall be obtained from the Part C Coordinator or designee for the purchase of equipment using federal or state funds, costing five thousand dollars ($5,000.00) or more.

6. All local participating agencies/providers shall be informed of the assurances listed above and that the obligation to comply with these assurances shall be included in all contracts, agreements, and purchase orders with local Part C services providers.

SAM.GOV

CAMPBELL, COUNTY OF

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
071413140	**W8QKYMHVL4Z3**	**4F0J5**
Purpose of Registration	Registration Status	Expiration Date
Federal Assistance Awards Only	**Active**	**Sep 7, 2022**
Physical Address	Mailing Address	
500 S Gillette AVE STE 1700 **Gillette, Wyoming 82716-4250** **United States**	**500 S Gillette AVE** **Gillette, Wyoming 82716-4239** **United States**	

Business Information

Doing Business as	Division Name	Division Number
Campbell County Treasurer	**Campbell County Government**	**Campbell C**
Congressional District	State / Country of Incorporation	URL
Wyoming 00	**(blank) / (blank)**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Sep 8, 2021	**Sep 7, 2021**	**Jun 1, 2006**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 1, 1913	**Jun 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
U.S. Government Entity	**US Local Government**	**(blank)**
Profit Structure		
(blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
County

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**
EFT Indicator	CAGE Code
0000	**4F0J5**

Points of Contact

Electronic Business

Rachael Knust, Campbell County Treasurer	**500 S Gillette AVE Suite 1700** **Gillette, Wyoming 82716** **United States**
Jackie Blikre, Deputy Campbell County Treasurer	500 South Gillette AVE Suite 1700 Gillette, Wyoming 82716 United States

Government Business

Susan F Saunders, Campbell County Clerk	**500 South Gillette Avenue Suite 1600** **Gillette, Wyoming 82716** **United States**
Maxine R Lieber, Deputy Campbell County Clerk	500 South Gillette AVE Suite 1600 Gillette, Wyoming 82716 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.

WDH BHD Contracts <bhd.contracts@wyo.gov>

Fwd: Insurance Coverage for Campbell County

1 message

Judy Juengel <judy.juengel2@wyo.gov> Mon, May 18, 2020 at 9:27 AM
To: WDH BHD Contracts <bhd.contracts@wyo.gov>

Hello,

Here is the email string that contains the review from Risk Management for R13. I incorporated his suggestions into the FY2019 contracts, and have kept them the same since then.

---------- Forwarded message ---------
From: **Ragen Latham** <ragen.latham2@wyo.gov>
Date: Thu, May 24, 2018 at 12:09 PM
Subject: Fwd: Insurance Coverage for Campbell County
To: Judy Juengel <judy.juengel2@wyo.gov>

Hello Judy,
Please review the suggested edits with your vendor. Once I have your approval the changes will be made to both B and C contract.

---------- Forwarded message ----------
From: **Jill Reinking** <jill.reinking1@wyo.gov>
Date: Thu, May 24, 2018 at 12:06 PM
Subject: Fwd: Insurance Coverage for Campbell County
To: Ragen Latham <ragen.latham2@wyo.gov>

This is what I have from Risk Management.

Jill
---------- Forwarded message ----------
From: **Jason Barney** <jason.barney@wyo.gov>
Date: Thu, May 24, 2018 at 10:48 AM
Subject: Re: Insurance Coverage for Campbell County
To: Jill Reinking <jill.reinking1@wyo.gov>
Cc: Erin Edwards <erin.edwards@wyo.gov>

I made some edits/suggestions. Call or email with questions.

Jason

Jason Barney, MBA, CPCU, Risk Manager
State of Wyoming
Department of Administration & Information
2800 Central Ave
Cheyenne, WY 82001-2702
Tel: 307-777-6796 **Website:** http://ai.wyo.gov/general-services/risk-management

Cell:

A&I supports our diverse customers by promoting innovative practices and providing essential information, systems and structures

On Wed, May 23, 2018 at 11:40 AM, Jill Reinking <jill.reinking1@wyo.gov> wrote:

> We have a contract that is going through for Campbell County. They carry their own insurance. Last year we agreed to different liability amounts. Per the AG office we need your approval to do it this year.
>
> I have attached the contract. Please see CGL, Worker's Comp and Professional Liability amounts. Per Campbell County this is the highest they can agree to per their Risk Manager. If we do not accept these amounts as being acceptable, they will be unable to contract with us.
>
> --
>
> *Jill C. Reinking*
>
> Contracts, Rules & Special Projects Manager
> Director's Office-Wyoming Department of Health
> 307-777-8028
> jill.reinking1@wyo.gov
>
> *We can't help everyone, but everyone can help someone.- Ronald Reagan*
> **********
>
> E-mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.
> This e-mail transmission contains information from the Wyoming Department of Health which may be CONFIDENTIAL or PRIVILEGED. Recipients SHALL NOT disseminate or forward any information without express authorization from me. The information is intended to be solely for the use of individuals named above. If you are not an intended recipient, any disclosure, copying, distribution or the use of the information is prohibited. If you have received this e-mail in error, please immediately notify me by telephone or return e-mail.
>
> E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

--

Jill C. Reinking

Contracts, Rules & Special Projects Manager
Director's Office-Wyoming Department of Health
307-777-8028
jill.reinking1@wyo.gov

We can't help everyone, but everyone can help someone.- Ronald Reagan

****

E-mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.
This e-mail transmission contains information from the Wyoming Department of Health which may be CONFIDENTIAL or PRIVILEGED. Recipients SHALL NOT disseminate or forward any information without express authorization from me. The information is intended to be solely for the use of individuals named above. If you are not an intended recipient, any disclosure, copying, distribution or the use of the information is prohibited. If you have received this e-mail in error, please immediately notify me by telephone or return e-mail.

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

--
Ragen Latham
Contracts and Supports Coordinator
Behavioral Health Division
Wyoming Department of Health
6101 Yellowstone Rd, Suite 220
Cheyenne, WY 82002
Office: (307) 777-5828

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

--
Judy Juengel
Contracts and Data Specialist
Early Intervention and Education Program
Wyoming Department of Health, Behavioral Health Division
122 West 25th Street
Herschler Building 2 West
Suite B
Cheyenne, WY 82002
(307)777-8762

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

Contract #: 222097

Entry Date: 5/5/2022 6:18:30 PM

Department: Wyoming Department of Health, Behavioral Health Division

Agency Contact: Provencio, Ashley (DOH, BHD)

Phone: 307-777-3365

Other Agency Contact:

WYOMING ATTORNEY GENERAL'S OFFICE

JUN 10 2022

Cole R. White
APPROVED AS TO FORM

Client Comments:

600 Lines

Contractor/Vendor Name: Children's Developmental Services of Campbell County Foundation

Contract Title: FY23 Part C: R13 - Children's Developmental Services of Campbell County

Contract Type: General Services - Federal Funds

Contract Amount: 725220.8400

Contract Effective Date:

Contract Expiration Date:

Status: AG Approved as to Form

RETURN VIA: Ink Signature - Inter-agency Mail

Assigned Attorney: Cole White

Wyoming Department of Health

Behavioral Health Division
122 W 25th Street, Herschler 2 West, Suite B
Cheyenne, WY 82002
(307) 777-6494 • 800-535-4006
Fax (307) 777-5849 • www.health.wyo.gov

Stefan Johansson
Director

Mark Gordon
Governor

DIRECTOR CONTRACT MEMORANDUM

Date: April 26, 2022

To: Stefan Johansson, Director
Wyoming Department of Health

From: Janelle Smolinski, Contracts and Data Specialist
Behavioral Health Division

Subject: Contract; Region 13; Campbell County Children's Developmental Services; $725,220.84

Funding Source (Phase): GFY22; GFY23

Ref.: JDS-2022-116

Priority: Normal.

Purpose: The Wyoming Department of Health, Behavioral Health Division, Early Intervention and Education Program (Agency) is requesting to contract with Campbell County Children's Developmental Services (Subrecipient) to provide early intervention to children ages birth through two (2) years and their families, including a comprehensive system of personnel development activities to ensure the services are in conformity with 34 CFR Part 303, Early Intervention Program for Infants and Toddlers with Disabilities Part C of Individuals with Disabilities Education Act of 2004 (IDEA) and subsequent revisions.

Justification: The IDEA of 2004 provides financial assistance to states to provide services to children with disabilities/developmental delays ages birth through two (2) year in conformity with 34 CFR Part 303, Early Intervention Program for Infants and Toddlers with Disabilities Part C of the IDEA and subsequent revisions. State General Funds, in accordance with Wyo. Stat. § 21-2-706, are allocated for each child determined eligible for early intervention services on the December 1 child count.

JDS/ap

Attachments: Original Contract
Attachment A – Statement of Work
Attachment B – Fiscal Assurances

c: Matthew Petry, MPA, Senior Administrator, Behavioral Health Division
Ragen Latham, Operations & Projects Administrator, Behavioral Health Division

WDH-600
10/2020

Wyoming Department of Health Fiscal Services
Contract (600 Series) Required Submission Form

FOR CONTRACT WITH: Children's Developmental Services of Campbell County

Attach in this order: (1) Director's Memo (2) Fiscal Documents (3) Original Contract
(3) All Attachments (4) Grant Application (if applicable)

Division:	BHDD	Program:	EIEP	Fiscal manager & Phone #	Ashlie Gamble 777-5645	Fiscal Mgnr Approval. AG
Grant(s): Yes_X__ No ___		Grant Period(s):	7/1/21-9/30/23	Contract Term:	7/1/22-6/30/23	Date: 5/5/22

Current BFY	Source of Funds	Program	Current Budget	Encumbrances + Expenditures to Date	Funding for Contract	Unobligated Funds
2023	GEN - GFY23	G6PTMOEX	$ 8,089,783.24	$ 504,316.12	$ 594,125.84	$ 6,991,341.28
2023	FED - GFY23	IDEAPTCX	$ 2,300,000.00	$ 249,872.20	$ 100,821.25	$ 1,949,306.55
2023	FED - GFY22	IDEAPTC	$ 2,369,091.00	$ 1,763,879.20	$ 30,273.75	$ 574,938.05
						$ -
						$ -
Totals			$ 12,758,874.24	$ 2,518,067.52	$ 725,220.84	$ 9,515,585.88

Attached is the following type of 600 Series Contract:

- ☐ Local Government
- ☐ Federal Government
- ☐ Private Institutions and Organizations
- ☒ Grant Award Agreement/Grant
- ☐ ARRA/ACA Funding
- ☐ Other_____

ALL FEDERALLY FUNDED CONTRACTS MUST CONTAIN REQUIRED FEDERAL PROVISIONS

GRANT AWARD CONTRACTS MUST CONTAIN THE FOLLOWING INFORMATION:

Award Amount: $2,369,091.00
Federal Share: $2,369,091.00
Matching Amount:
Award Period: 07/01/2021-09/30/2022
CFDA #: 84.181A
Project ID: H181A200018

Award Amount: $2,300,000.00
Federal Share: $2,300,000.00
Matching Amount:
Award Period: 07/01/2022-09/30/2023
CFDA #: 84.181A
Project ID: H181A200018

WOLFS-GAE c

(600 Series Encumbrance) Revised 11/2018

BFY
21

Date
04/19/21

Accounting Use Only
Entered by:
Approved by:
Date Approved

Type	Agency	ID Number	
GAE	048	BHDD	

Vendor Number	Vendor Name		Encumbrance Total
VC0000131939	Children's Developmental Services of Campbell County		
Street Address:	1801 South 4-J Road	Cobblestone #	0
			$725,220.84
City/State/Zip	Gillette, WY 82718	Contract Term	7/1/2022-6/30/2023
Resp Party/ Ext		Contract Total	$725,220.84

OBJ	0626	SUB OBJ	01

ACCOUNTING LINE:

Line	Description	Amount	Fund	Unit	Appr	Function	Program	Phase/PPC
1	Preschool Part C State 0-2 Children	$562,907.84	001	2510	250	DDPC02ST	G6PTMOEX	GFY23
2	Preschool Part C 0-2 Soc/Emo	$31,218.00	001	2510	250	DDPC02SE	G6PTMOEX	GFY23
3	Preschool Part C Federal Funds	$30,273.75	FED	2510	250	0	IDEAPTC	GFY22
4	Preschool Part C Federal Funds PD	$90,821.25	FED	2510	250	0	IDEAPTCX	GFY23
5	Preschool Part C Federal Funds PD	$10,000.00	FED	2510	250	0	IDEAPTCX	GFY23
6		$0.00	000	0000	000	0	0	0
7		$0.00	000	0000	000	0	0	0
8		$0.00	000	0000	000	0	0	0
	TOTAL	$725,220.84						

PROGRAM MGR APPROVAL: _____

FISCAL MGR APPROVAL: _____

The following page(s) contain the backup material for Agenda Item: 9:47 Early Intervention & Education Program, Part C Contract FY24

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

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

Campbell County
wyoming

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS
Colleen Faber, Chairman
Roy Knutson
Jim Ford
Del Shelstad
Kelley McCreery

Grant Contract/Agreement Approval Form

Instructions: Follow <INSERT HYPERLINK FOR DOC ROUTING

☐ Concerns (Need advice) - Please summarize below or include with email.
☑ **Prove to Form (Review for concerns)**

Date of Commissioner's Meeting 6/6/2023

Title FY24 Part C Early Intervention & Education Program

Agency Wyoming Department of Health - Behavioral Health Division

Recipient Children's Development Services of Campbell County

Funding Source

Federal – CFDA/ALN ☑ 84.181

State – State grant identifying number ☑

Other – Please explain:

Please mark as applicable:

☑ **Annual Contract Award** ☐ **New Contract Award** ☐ **Amendment to Contract Award**

☐ **Includes Capital Assets** ☐ **Bid/Request for Proposals Required** ☑ **Match Fund Required - Proof of 3% Match Required**

Date range of contract 7/1/2023-6/30/2024

Amount $753,640.44

Summary The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient provide early intervention services to children ages birth through two (2) years and their families, including a comprehensive system of personnel development activities to ensure the services are in conformity with 34 CFR Part 303, Early Intervention Program for Infants and Toddlers with Disabilities Part C of Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and subsequent revisions.

Legal Review FERRIS

Management Review NICHOLS

Approval Signature

CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
CAMPBELL COUNTY CHILDREN'S DEVELOPMENTAL SERVICES

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Campbell County Children's Developmental Services (Subrecipient), whose address is: 1801 South 4-J Road, Gillette, Wyoming 82718. This Contract pertains to the Part C, Early Intervention and Education Program of the Agency.

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide early intervention services to children ages birth through two (2) years and their families, including a comprehensive system of personnel development activities to ensure the services are in conformity with 34 CFR Part 303, Early Intervention Program for Infants and Toddlers with Disabilities Part C of Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and subsequent revisions.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2023, or Effective Date, whichever is later, through June 30, 2024. All services shall be completed during this term.

4. **Payment.**

A. The Agency agrees to pay the Subrecipient for the services described in Section 5 below and in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed seven hundred fifty-three thousand, six hundred forty dollars and forty-four cents ($753,640.44). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.

B. Pursuant to Wyo. Stat. § 21-2-706, state funding is based upon the December 1 child count. The state per-child rate for eligible children ages birth through two (2) years for Fiscal Year 2024 is seven thousand, four hundred seventy-six dollars and ninety-one cents ($7,476.91).

(i) Total per-child rate for eligible children is six thousand, five hundred forty-five dollars and forty-four cents ($6,545.44). The total state funding for Part C services is five hundred forty-nine thousand, eight hundred sixteen dollars and ninety-six cents ($549,816.96).

(ii) Total per-child rate for social-emotional development services is three hundred sixty-three dollars ($363.00). The total state funding for social-emotional development services is thirty thousand, four hundred ninety-two dollars ($30,492.00).

(iii) Total external cost adjustment per-child rate for eligible children is five hundred sixty-eight dollars and forty-seven cents ($568.47) for a total amount of forty-seven thousand, seven hundred fifty-one dollars and forty-eight cents ($47,751.48).

C. Pursuant to Assistance Listing Number 84.181, the source of federal funds for Part C is based upon the December 1 child count. The total amount of federal funds for eligible children ages birth through two (2) years is one hundred twenty-five thousand, five hundred eighty dollars ($125,580.00).

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

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

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

A. Abide by the IDEA 20 U.S.C. § 1400, *et seq*.; 34 CFR Part 303; Wyo. Stats. § 21-2-701 through 706; Wyoming Department of Health Administrative Rules, Chapter 8: Services for Infants and Toddlers with Developmental Delays; and any subsequent revisions to these federal and state rules, which are incorporated into this Contract by this reference.

B. Provide the services described in Attachment A.

C. Abide by guidance set forth in Attachment B, Fiscal Assurances, which is attached to and incorporated into this Contract by this reference.

D. Ensure Subrecipient's staff are available to provide continuous services under this Contract on a general business schedule, including summer months. Notice of upcoming closures and planned closures must be indicated on a calendar for the public to access.

E. Utilize age appropriate assessment instruments for evaluating children ages birth through two (2) years to determine the need for early intervention services.

F. Adhere to Wyoming Early Hearing Detection and Intervention (EHDI) hearing screening protocols and procedures, which are incorporated into this Contract by this reference, and complete timely submission of screening results and follow-up information for both hearing and vision in the Wyoming EHDI tracking system.

G. Ensure all services are provided by highly qualified professionals in accordance with Wyoming licensure requirements for related service providers, and the Wyoming Department of Family Services Child Care Licensing rules, which are incorporated into this Contract by this reference.

H. Adhere to all complaint procedures as required in 34 CFR Part 303 Early Intervention Program for Infants and Toddlers with Disabilities and Wyoming Department of Health Administrative Rules, Chapter 8 Services for Infants and Toddlers with Developmental Delays.

I. Keep all computer software and applications up-to-date.

J. Create, receive, maintain, or transmit individually identifiable education records in a manner that would not violate any provision of the Family Educational Rights and Privacy Act (FERPA), IDEA, or other applicable federal, state, or local law.

K. Establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all individually identifiable education records that the Subrecipient creates, receives, maintains, or transmits and to prevent any use or disclosure of individually identifiable education records as provided by this Contract.

L. Secure all personally identifiable information in its possession in accordance with the most current standards established by the National Institute of Standards and Technology (NIST), which are incorporated into the Contract by this reference.

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

A. Pay Subrecipient in accordance with Section 4 above.

B. Consult with and advise the Subrecipient as necessary, about the requirements of this Contract.

C. Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.

D. Ensure all computer and software applications are up to date.

E. Create, receive, maintain, or transmit individually identifiable education records in a manner that would not violate any provision of FERPA, IDEA, or other applicable federal, state, or local law.

F. Establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all individually identifiable education records that the Subrecipient creates, receives, maintains, or transmits and to prevent any use or disclosure of individually identifiable education records as provided by this Contract.

G. Limit its use, disclosure, or requests for individually identifiable education records to the extent necessary to accomplish the intended purposes of such use, disclosure, or request.

H. Secure all personally identifiable information in its possession in accordance with the most current standards established by the NIST.

I. Notify the Subrecipient within five (5) business days of any use or disclosure of individually identifiable education records not provided for by this Contract, any security incident, or any breach of unsecured individually identifiable education records of which the Agency becomes aware.

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

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

(iii) All reports of breach involving unsecured individually identifiable education records by the Agency shall also include the most current contact information available for each individual whose individually identifiable education record has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by the Subrecipient for the notification of individuals.

J. Ensure any subrecipient the Agency uses to create, receive, maintain, or transmit individually identifiable education records on its behalf agrees to the same

restrictions, conditions, and requirements that apply to the Agency under the terms of this Contract.

K. Ensure all individually identifiable education records received from the Subrecipient or otherwise created, maintained, or transmitted on behalf of the Subrecipient are made available to the Subrecipient as necessary for the Subrecipient to comply with an individual's request for access to individually identifiable education records, or any other request that may be required by law. If the Agency receives such request for individually identifiable education records directly, it shall notify the Subrecipient within three (3) business days following its receipt of such request. Thereafter, the parties agree to meet to promptly discuss and jointly resolve the request for individually identifiable education records.

7. <u>Special Provisions</u>.

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

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

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

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

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

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

D. Kickbacks. Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

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

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

G. **Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq*.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq*., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract. Federal law requires the Subrecipient to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars ($10,000.00) so that such provisions are binding on each sub-subrecipient.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations,

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

I. **Entirety of Contract.** This Contract, consisting of fifteen (15) pages; Attachment A, Statement of Work, consisting of five (5) pages; and Attachment B, Fiscal Assurances, consisting of one (1) page, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

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

K. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.

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

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

N. **Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the

Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Contract.

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

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

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

R. **Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

S. **Insurance Requirements.**

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

(ii) All policies shall be primary over any insurance or self-insurance program carried by the Subrecipient 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 Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

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

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

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

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

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

T. Insurance Coverage. The Subrecipient 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) $250,000.00 each person;
(b) $500,000.00 each occurrence;

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

(ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by

workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Subrecipient's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

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

(a) Bodily Injury by Accident: $250,000.00 each accident;
(b) Bodily Injury by Disease: $250,000.00 each employee; and
(c) Bodily Injury by Disease: $500,000.00 policy limit.

(iii) Unemployment Insurance. The Subrecipient shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Subrecipient 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 Subrecipient's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:

(a) $250,000.00 each person; and
(b) $500,000.00 each occurrence.

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

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

V. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as 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 Subrecipient, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Contract or any attachments or documents incorporated by reference will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:
Wyoming Department of Health, Behavioral Health Division

_____ _____
Stefan Johansson, Director Date

_____ _____
Matthew Petry, MPA, Senior Administrator Date

SUBRECIPIENT:
Campbell County Children's Developmental Services

_____ _____
Colleen Faber, Chairman of the Board of Commissioners Date

_____ _____
Bertine Bahige, Board of Directors Chair Date

_____ _____
Nathan Grotrian, Executive Director Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

_____ _____
Cole R. White, Assistant Attorney General Date

Statement of Work (SOW)
Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Campbell County Children's Developmental Services (Subrecipient)
For services to be provided from July 1, 2023, or Effective Date, whichever is later, through June 30, 2024

I. Background/Introduction

Wyo. Stats. §§ 21-2-701 through 706 authorize the Agency to provide eligible children ages birth through two (2) years with early intervention services. The Agency upholds these statutes by contracting with regional Child Development Centers (CDCs) to provide early intervention services. Funds are used for compensation of all providers of early intervention services. This includes early intervention service provision of social-emotional development activities, implementation of evidence-based best practices, screening and evaluation of children ages birth through two (2) years, and other required activities to ensure each child is provided early intervention services as required by the Individuals with Disabilities Education Improvement Act of 2004 (IDEA).

II. Purpose

The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide early intervention services to children ages birth through two (2) years and their families, including a comprehensive system of personnel development activities to ensure the services are in conformity with 34 CFR Part 303, Early Intervention Program for Infants and Toddlers with Disabilities Part C of Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and subsequent revisions.

III. Definitions

A. **Timely Data Submission:** As defined by the Agency, a complete electronic submission of any and all documents required under IDEA that demonstrates a child is placed on an Individualized Family Service Plan (IFSP) to receive services under Part C of the IDEA.

B. **Designated Security Officer:** A person employed by the Subrecipient who is responsible for ensuring privacy and security of protected information.

C. **Individualized Family Service Plan (IFSP):** A written plan for special services for young children with developmental delays.

D. **Wyoming Early Intervention Initiative (WEII):** A resource for families and their children who are deaf or hard of hearing.

E. **Maintenance of Effort (MOE):** To ensure that State and local public funds used for early intervention services are maintained to meet payer of last resort requirements, 34 CFR § 303.225(b) requires states to budget for the current year at least the same aggregate amount of State and local public funds spent in the most recent preceding fiscal year for which information is available.

IV. Deliverables

TOTAL PAYMENT UNDER THE CONTRACT NOT TO EXCEED SEVEN HUNDRED FIFTY-THREE THOUSAND, SIX HUNDRED FORTY DOLLARS AND FORTY-FOUR CENTS ($753,640.44).

DELIVERABLE	TIMELINE	DOCUMENTATION
A. Early Childhood Intervention Services. Subrecipient shall:		
1. Provide early childhood intervention services to eligible children ages birth through two (2) years in accordance with all applicable federal and state statutes, rules and regulations, and all subsequent revisions.	Ongoing throughout Contract Term	Summary Report as prescribed by the Agency submitted via email to: Agency prescribed email address
a. Provide Agency with Summary Report submitted via email on template provided by the Agency; Include social-emotional provider agreements or contracts, and the requirements to provide early intervention services to the child through IFSP outcomes; include information on how social-emotional training is provided to community providers in accordance with W.S. § 21-2-706(d)(ii).		Summary Report shall be submitted to Agency by October 31, 2023
b. Follow requirements of the Child Outcomes Process as prescribed by Agency including the Timely Data Submission of outcomes data. Ensure staff administering the Agency designated tool have had the appropriate training, that administration of the tool is according to publisher's specifications, and that all applicable Child Outcomes information is completed within the Agency prescribed data system and the electronic scoring platform, if available.		Child Outcomes data shall be submitted as directed by Agency
c. For children receiving Part C services who may be eligible for transition to the Part B Program for children with disabilities ages three (3) through five (5) years, Subrecipient shall coordinate transition as applicable between Programs, ensure services are not interrupted to the extent possible, and encourage family participation and engagement throughout the transition process.		
d. Include IFSP services and supports unique to children identified with hearing loss, vision loss, deaf/blind, and behavior needs, i.e., Teacher of the Deaf (TOD), Speech-Language Pathologist, Audiologist, Teacher Certified in Visual Impairment		IFSP documentation (evaluation and services)

(TVI), Cortical Visual Impairment (CVI), Deaf/Blind Specialist, Early Childhood Psychologist, Behavior Specialist. e. Obtain written parental consent for the purpose of sharing records with participating agencies under Part C of IDEA and the Family Educational Rights and Privacy Act. i. Utilize the Early Hearing Detection and Intervention (EHDI) WEII Plus Coordinator to plan service provisions for children identified with hearing loss, with written parental consent.		

DELIVERABLE	TIMELINE	DOCUMENTATION
B. Timely Data Submission. Subrecipient shall:		
1. Ensure all data and documents are updated in accordance with the definition of "Timely Data Submission" at SOW Section III.	Within three (3) business days of any updates to child information	Data and IFSP documents updated in Agency prescribed data system

DELIVERABLE	TIMELINE	DOCUMENTATION
C. Professional Development and Licensure Requirements. Subrecipient shall:		
1. Ensure all licensure documentation for Early Intervention Service (EIS) providers are current. Licensure and certification expiration dates must be kept current on all staff within the Agency prescribed data system.	Ongoing throughout Contract term and provided within ten (10) business days as requested by Agency	Certification and licensure documents updated in the Agency prescribed data system
2. Ensure all EIS providers are appropriately trained and provided educational supports and professional development opportunities. a. New EIS providers shall complete online modules within six (6) months of hire. All other EIS providers shall retake the online modules at least every three (3) years.	Ongoing throughout Contract Term	Summary of activities included in Summary Report Certificates of Completion maintained onsite Attendance lists for training activities maintained onsite

DELIVERABLE	TIMELINE	DOCUMENTATION
D. Child Find Activities. Subrecipient shall:		
1. Implement an ongoing system to locate, identify, and evaluate all children ages birth through two (2) years residing within the Subrecipient's regional service area who are in need of early intervention services in accordance with 34 CFR Part 303.	Ongoing throughout Contract Term	Summary of Child Find activities included in Summary Report
2. Submit Monthly Screening Report to the Agency.	By the fifteenth (15^{th}) day of the following month	Template provided by Agency

DELIVERABLE	TIMELINE	DOCUMENTATION
E. Reports provided to Agency. Subrecipient shall:		
1. Submit name of Designated Security Officer.	Ongoing throughout Contract term	Included in Summary Report

DELIVERABLE	TIMELINE	DOCUMENTATION
F. Financial Reports. Subrecipient shall:		
1. Maintain financial accounting records and documents for seven (7) years in accordance with generally accepted accounting principles (GAAP) and provide financial reports which may be requested by the Agency.	Ongoing throughout Contract term	
2. Submit a financial and compliance audit, if applicable, for the previous fiscal year. If any areas of deficiency are noted, explain how the deficiency has been resolved. Audits are to determine whether: a. Financial operations are conducted properly; b. Financial statements are presented fairly; and c. Subrecipient has complied with terms of the Contract.	Audit report due upon completion of audit	Financial and Compliance Audit
3. Funds audited include but are not limited to: a. State general funds; b. All funds received from private sources; c. All federal funds; and d. All county funds.		

4. Submit Part C projected budget for State Fiscal Year (SFY) 2024 to Agency. Part C budget should include federal, state, and local funds received.	Part C projected budget due August 17, 2023	Submitted via email to: Agency prescribed email address
5. Submit other fiscal data as requested by Agency.	Within ten (10) business days of Agency request	Submitted via email to: Agency prescribed email address
6. Submit a completed Consolidated Monthly Cash Reconciliation and Cash Request for Part C funds form via e-mail to the Agency.	The fifteenth (15^{th}) day of each month for the previous month's expenditures	Submitted via email to: Agency prescribed email address
7. Submit completed Cost Study/Expenditure Report documents to the Agency.	Within thirty (30) calendar days of Agency request	Template provided by Agency

DELIVERABLE	TIMELINE	DOCUMENTATION
G. Proof of three percent (3%) match. Subrecipient shall:		
1. Demonstrate three percent (3%) match as required by Wyo. Stat. § 21-2-706.	Ongoing throughout Contract Term	Included in Summary Report

V. Changes to Statement of Work

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

In the event it is determined by the Agency that a change to this SOW is required, a Contract amendment shall be made to this Contract in accordance with Section 8.A. of the Contract.

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Fiscal Assurances

Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Campbell County Children's Developmental Services (Subrecipient)

The Subrecipient assures through the terms and conditions of interagency agreements, contracts, memoranda of understanding, and purchase orders, the following:

1. Federal funds made available under Part C shall not be commingled with State funds.

    a. "State Funds" reference state, local, and private funding sources other than federal Part C funds. This assurance shall be satisfied by the use of an accounting system that includes an "audit trail" of the expenditure of funds awarded under Part C. Separate bank accounts are not warranted.

2. Every effort shall be made to maintain the level of local funds expended for Part C services in order to support the State's ability to meet the federal non-supplanting assurance. Federal funds made available under Part C shall be used to supplement and increase the level of State Funds expended for children ages birth through two (2) years with disabilities and their families and in no case supplant such State Funds appropriated or budgeted at the state and local level for Part C services.

3. Fiscal control and fund accounting procedures shall be adopted as necessary to assure proper disbursement of, and accounting for, federal and state funds paid under Part C.

4. Every effort shall be made to routinely and regularly consider and access all available sources of funds prior to use of Part C funds. To meet the payor of last resort provision, the requirements on non-substitution of funds and non-reduction of other benefits shall be met.

5. Prior approval shall be obtained from the Agency Part C Coordinator or designee for the purchase of equipment using federal or state funds, costing five thousand dollars ($5,000.00) or more.

6. All local participating agencies/providers shall be informed of the assurances listed above and that the obligation to comply with these assurances shall be included in all contracts, agreements, and purchase orders with local Part C services providers.

The following page(s) contain the backup material for Agenda Item: 9:50 District Support Grant, Graceland ISD

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

Campbell County
wyoming

Department of Public Works - Engineering Division

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

DISTRICT SUPPORT GRANT MEMORANDUM

SECTION 1 - General

FROM: Clark Melinkovich, P.E., Public Works Senior Engineer CM

TO: Board of County Commissioners

SUBJECT: District Support Grant Application From: **Graceland I&S**

DATE: 6/6/2023

Graceland I&S has submitted a District Support Grant application in the amount of $8,550.00 roadbed reconstruction and culverts

SECTION 2 - Grant Type and Priority

Priority 6, Gravel Road

SECTION 3 - Costs and Eligibility

Enlargement Eligible? **No**

Total Number of District Lots:	61					
Total allowable grant over a 5-yr period:	61	lots	@	$1,500	$	91,500
Total amount of Grants approved over current 5-yr period:					$	53,388
Total amount not subject to $1500/lot limitation					$	11,588
Remaining Grant eligibility this current 5-yr period:					$	49,700
Current Fiscal Year Awards	$ -					O.K.
Remaining Eligibility this Fiscal Year	$ 50,000	O.K.				

SECTION 4 - Compliance

Graceland I&S District is compliant with the elections office per a 3/23/2023 memo

SECTION 5 - Analysis

Total Estimated Project Cost: $72,600.00

Priority 6, Gravel Road (PR-6) 50% up to $50,000 drainage, 33% up to $50,000 connecting roads, 25% up to $50,000 gravel

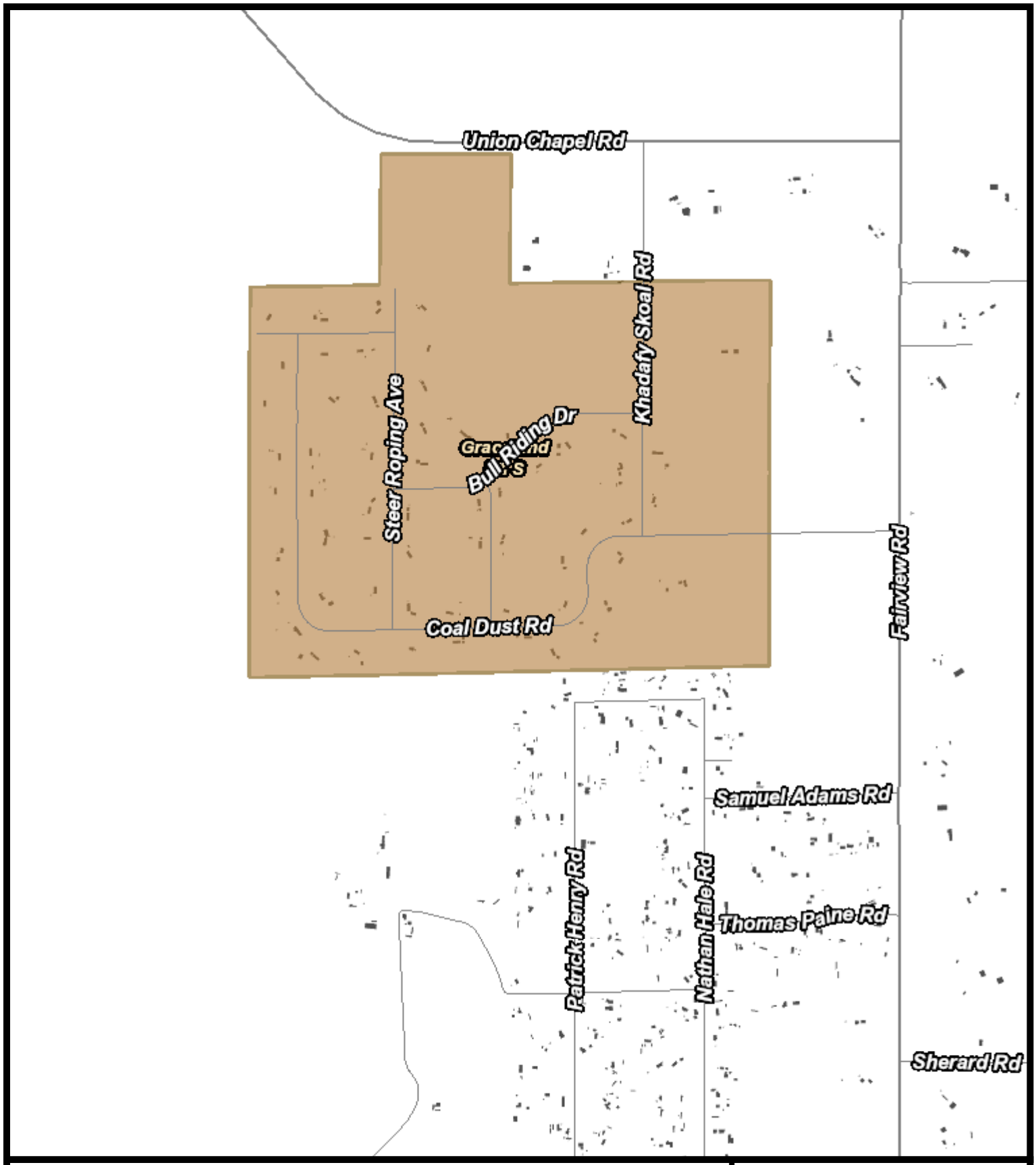
%	Total	Grant	Item
100		$0.00	
50		$8,550.00	roadbed reconstruction and culverts
33		$0.00	
25		$0.00	
Totals	$0.00	$8,550.00	

SECTION 6 - Recommendation

I recommend the Board approve the District Support Grant request from **Graceland I&S** Improvement and Service District in an amount not to exceed $8,550.00 roadbed reconstruction and culverts

Funding History	
5 year	$53,388
10 year	$66,025
Since Incept	$71,343

Approved? Y or N	$	Date Approved	



Campbell County
wyoming

Date: 4/7/2023
Time: 12:11:42 PM

N

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mi

CAMPBELL COUNTY, WYOMING

DEPARTMENT
OF PUBLIC WORKS

500 S. Gillette Ave.Gillette, Wyoming 82716
Phone # 307 685-8061
Fax # 307 687-6349

The following page(s) contain the backup material for Agenda Item: 9:55 District Support Grant, Ward Creek ISD

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

Campbell County
wyoming

Department of Public Works - Engineering Division

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

DISTRICT SUPPORT GRANT MEMORANDUM

SECTION 1 - General

FROM:	Clark Melinkovich, P.E., Public Works Senior Engineer CM
TO:	Board of County Commissioners
SUBJECT:	District Support Grant Application From: **Ward Creek I&S**
DATE:	5/16/2023

#REF! has submitted a District Support Grant application in the amount of $4,500.00 to finalize formation of District

SECTION 2 - Grant Type and Priority **Priority 1, Formation/Enlarge**

SECTION 3 - Costs and Eligibility **Enlargement Eligible?** **#REF!**

Total Number of District Lots:	32				
Total allowable grant over a 5-yr period:	32	lots	@	$1,500	$ 48,000
Total amount of Grants approved over current 5-yr period:					$ -
Total amount not subject to $1500/lot limitation					$ -
Remaining Grant eligibility this current 5-yr period:					$ 48,000
Current Fiscal Year Awards	$ -				O.K.
Remaining Eligibility this Fiscal Year	$ 50,000	O.K.			

SECTION 4 - Compliance

#REF! District is compliant with the elections office per a 4/20/2023 memo

SECTION 5 - Analysis

Total Estimated Project Cost: $4,500.00

Priority 1, Formation/Enlarge (PR-1) 100%, up to $4500 max

%	Total	Grant	Item
100	$4,500.00	$4,500.00	reimbursement of actual fees not to exceed $4500
50		$0.00	
33		$0.00	
25		$0.00	
Totals	$4,500.00	$4,500.00	

SECTION 6 - Recommendation

I recommend the Board approve the District Support Grant request from **Ward Creek** Improvement and Service District in an amount not to exceed $4,500.00 to finalize formation of District

Funding History	
5 year	$0
10 year	$0
Since Incept	$5,623

Approved? Y or N	$	Date Approved	

Campbell County

RECEIVED
MAY 17 2023
22.21

DISTRICT SUPPORT GRANT APPLICATION

District Name: Ward Creek Improvement & Service District Requested Amount: $4,500.00

Mailing Address: PO Box 471, Gillette, WY 82717

Contact Person: Jim Fifield, President

Day Time Phone: 307-683-6492

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

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

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

Description of proposed project: (Include engineering reports, portion to be funded by grant, etc.)
With the assistance of an attorney, legally transfer everything from the landowners association to the District to manage roads and water through the District.

Total project cost (estimated) (itemize on separate sheet): $4,500.00

Projected start date: 5/20/2023 Projected completion date: 06/30/2024

Briefly describe why the project is needed:
The Ward Creek Improvement and Service District has maintained basic compliance for some time but has been inactive as far as the management of roads and water. We are working diligently to change that. We will be transferring everything from the landowners association to the District and will be working on improving the water and roads for the residents.

Governing Board members: Jim Fifield, President / William Rea, Vice President / Evalyn Kahila, Secretary/Treasurer

Acreage (approximate) of district or proposed district: 83.12 acres +/-

Date of district formation (if applicable) March 1, 1994

Number of lots: 32

Population of District: 96 +/-

Ratio of Developed and undeveloped land: 32 developed lots (100%)

Is area legally platted? Yes

District boundary map included? Yes

Is District Zoned? Yes (1 lot) and No (most lots) If so, what is it zoned? Mostly No Zoning and R-R (Rural Residential)

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

FINANCIAL INFORMATION

Current Mill Levy for the Subdivision $ 22/23 ($0) / 23/24 ($38,400 +)

Current Assessed Valuation (County Assessor's Office) $ 374,198

Current Indebtedness $ 0

Current Income statement and balance sheet $ 0 (the district is working to transfer assets to the District from the Landowners Association – an attorney is assisting in the process.

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

The annual assessment will be $1,200 per lot for water and roads and District management plus $600 for each additional living unit per lot.

Will project generate user fees, charges, other revenues or income revenue? Yes X No
(Additional properties that will be assessed for District services.)

List and describe other potential funding sources:
None

Other pending applications for funding:
None

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

Respectfully submitted,

(SEAL)

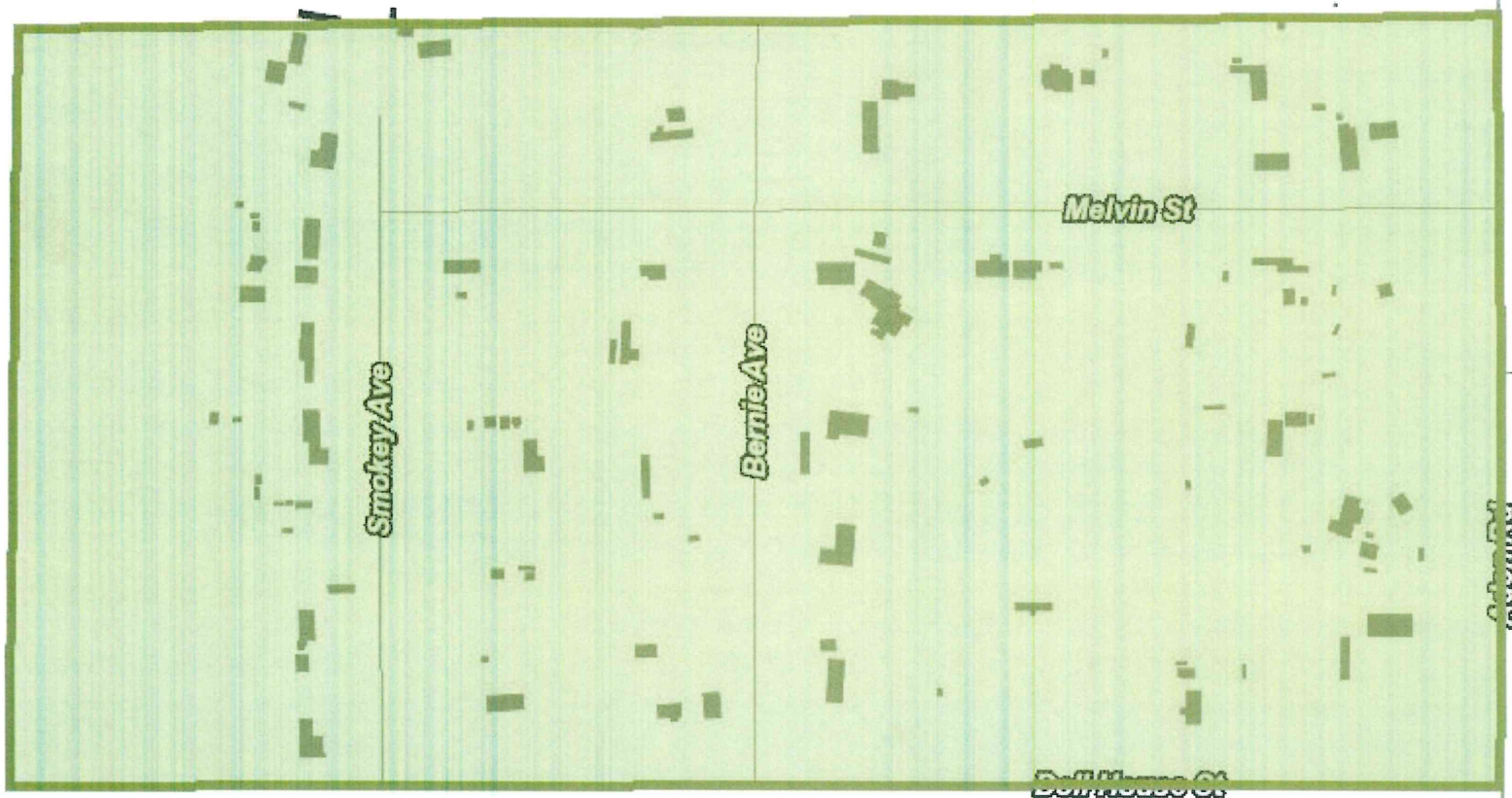
William A. Rice

Title: Vice President

Attest:

Evelyn L. Kabila

Secretary



Campbell County
wyoming

Date: 4/24/2023
Time: 4:54:19 PM

N

0 0.04 0.08
mi

CAMPBELL COUNTY, WYOMING

DEPARTMENT
OF PUBLIC WORKS

500 S. Gillette Ave.Gillette, Wyoming 82716
Phone # 307 685-8061
Fax # 307 687-6349

The following page(s) contain the backup material for Agenda Item: 10:00 T-7 Road Funding Agreement, Wyoming Energy Authority

*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.

FUNDING AGREEMENT BETWEEN
WYOMING ENERGY AUTHORITY
AND
CAMPBELL COUNTY COMMISSION

1. **Parties.** This Funding Agreement ("**Agreement**") is made between Wyoming Energy Authority, an instrumentality of the State of Wyoming **("WEA")**, 325 West 18th Street, Suite 1, Cheyenne, WY 82001, and the Campbell County Commission ("**County**"), whose address is 500 South Gillette Avenue, Suite 1100, Gillette, WY 82716 each a ("**Party**") or collectively the ("**Parties**"). In consideration of the mutual covenants contained herein, the Parties agree as follows:

2. **Purpose of Agreement**.

    A. In 2022, the Wyoming Legislature appropriated ten million dollars ($10,000,000.00) to the Governor's Office for public infrastructure for commercial energy development. The receipt of these funds is conditioned on receipt of matching funds in the ratio of one dollar ($1.00) of appropriated funds to not less than one dollar ($1.00) of matching funds ("**the Program**").

    B. The Governor's Office has delegated the management of this Program to WEA.

    C. The T-7 Road Reconstruction (the "**Project"**) is a public road project to shift T-7 Road to access new mining locations for commercial energy development purposes.

    D. The County has submitted a successful proposal for five million dollars ($1,466,080.60) for this **Project**.

    E. Therefore, the Parties desire to enter into this Agreement defining their rights, duties, and liabilities relating to the funding of the County's Project. The Parties agree to not take any action or actions inconsistent with the laws, rules, regulations or ordinances governing this Agreement and the actions of the Parties.

3. **Term of Agreement**. This Agreement is effective when all parties have executed it (Effective Date), and shall terminate on June 30, 2024, or sooner as provided herein. Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.

4. **Payment**.

    A. WEA agrees to ensure payment to the County a sum of one million four hundred sixty-six thousand eighty dollars and sixty cents ($1,466,080.60) (the "**Funding Amount**" or "**Funds**") under the terms and conditions in this Agreement. Subject to the provisions of Sections 4(A) and (B), the Funds shall be paid as invoiced monthly by the County, detailing the County's actual expenses related to the Project. The payment of Funds is subject to the County demonstrating that all Funds have been matched dollar for dollar by the County, including any matching funds the County receives from third parties. These Funds will be paid to the County by the Governor's Office upon notice to the Governor's Office from WEA that the County has submitted sufficient

documentation of actual expenses and the necessary match, such that the amounts are due and owing to the County.

B. Funding 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. Notwithstanding the foregoing, neither Party shall be obligated to proceed with the Project, including without limitation contributing the Funds described above, and may terminate the Agreement at the end of the period for which Funds are available if the Funds are not allocated or available for the continued performance of the Project. The WEA shall not be obligated to contribute funds for the Project in excess of the Matching Grant as described above, and the WEA shall not be liable for any future payments due or for any damages resulting from termination of this Agreement under this Section.

5. **Responsibilities of WEA**.

A. The WEA shall ensure payment to the County of the sums described in Section 4.

B. The responsibilities and obligations of WEA are limited to those expressly specified above. The WEA assumes no other obligations or liability, except as expressly stated in this Agreement.

6. **Responsibilities of the County**. The County shall:

A. Prior to receiving the Matching Grant amount, the County shall secure sufficient matching funds to meet the **Funding Amount** required under the terms of the Program. The County is exclusively responsible for any and all costs associated with the Project which may exceed the total amount awarded through WEA funding.

B. Maintain reasonable and responsible accounting procedures and practices, and maintain books, records, documents, and other evidence to sufficiently and properly reflect all transactions of any nature relating to this Agreement and any funds provided by or through the WEA. Such books, records, documents, and other evidence shall be made available upon written request of the WEA for inspection electronically or at the offices of the County in Gillette, Wyoming, or other such location as agreed to by the Parties. The County shall also retain all required records for three (3) years after receipt of final payment of the Funds.

C. Provide invoices and/or reimbursement requests to WEA for payment of the Funds.

D. Timely submit all deliverables due to the WEA as follows: (i) quarterly progress reports; and (ii) final executive summary report.

E. The County shall adhere to a standard of reasonable care while conducting all activities as part of the Project, and the County shall require its agents and consultants to adhere to a standard of reasonable care while conducting all activities as part of the Project.

F. The County shall use all commercially reasonable efforts to complete the Project.

7. Project Management and Fund Management.

A. WEA understands and agrees that the County has final responsibility and authority with regard to project management, direction and all decisions related to the scope of work and schedule or timing of project activities. WEA will be afforded the rights and benefits described herein, but, in all events, the County will have sole discretion over all plans and decisions relating to the Project.

B. The County agrees to use and apply WEA's funds solely in connection with the Project. The County agrees that it will only use the Matching Grant after it has been matched by other funds.

8. **General Provisions**.

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

B. **Americans with Disabilities Act and Nondiscrimination**. The County shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. Ann. §§ 27-9-101 - 106), the Americans with Disabilities Act, 42 U.S.C. § 12101 - 12213, the Age Discrimination Act of 1975, 42 U.S.C. § 6101 - 6107, and any rules or regulations promulgated under these state and federal anti-discrimination statutes. The County shall not discriminate against any individual on the grounds of age, sex, sexual orientation, creed, color, race, religion, national origin, ancestry, pregnancy, or disability in connection with the performance under this Agreement.

C. **Applicable Law/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.

D. **Assignment**. 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 WEA.

E. **Availability of Funds**. Each payment obligation of WEA 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 WEA at the end of the period for which the funds are available. WEA shall notify the County at the earliest possible time of the services that will or may be

affected by a shortage of funds. No penalty shall accrue to the WEA in the event this provision is exercised, and the WEA shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Compliance with Laws**. The County shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement. A violation of this section by either Party shall constitute sufficient grounds for immediate termination of this Agreement by the non-violating Party in its absolute discretion.

G. **Entirety of Agreement**. This Agreement, consisting of seven (7) pages, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any document incorporated by reference, the language of this Agreement shall control.

H. **Ethics**. The County shall read and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stats. §§ 9-13-101 - 109), and any other applicable laws and ethical standards governing their professions.

I. **Force Majeure**. No 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 or Parties. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, unforeseen legal, regulatory, or governmental delay, or unusually severe weather. This provision shall become effective only if the Party failing to perform promptly notifies the other Parties 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.

J. **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 or WEA 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 that 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 WEA or to incur any obligation of any kind on behalf of the State of Wyoming or WEA. 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 its agents or employees as a result of this Agreement.

K. **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.

L. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and provided either by email to the email addresses below, reputable overnight courier, or in-person hand delivery to the addresses below.

The WEA:
Dr. Glen Murrell, Executive Director
glen.murrell@wyo.gov
325 W. 18th Street #1
Cheyenne, WY 82001
307-635-3573

The County:
Campbell County Commission
500 South Gillette Ave., Suite 1100
Gillette, WY 82716

M. **Publicity.** The Parties shall not use the other Party's name, logo, or mark in advertising, signage, promotion, publicity, or fund-raising without the other's prior written approval (with email approval being sufficient). The Parties will mutually agree upon the contents of a press release to be published at the time of execution of this Agreement. Subject to the last sentence of this subparagraph 8(M) and subparagraph 8(N), the County shall have the right to publish at any time and in any publication that it shall choose in its sole discretion any information regarding the Project.

Before releasing publicity that includes any specific references to a Wyoming state official or state agency, the County shall contact the Governor's Communication Director, via telephone at (307) 777-7437, to obtain prior approval (with email approval being sufficient).

N. **Ownership and Return of Documents and Information.** WEA 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, the County agrees to return all such original and derivative information and documents to WEA 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.

O. **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.

P. **Sovereign Immunity.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WEA expressly reserve sovereign immunity by entering into this Agreement and the County expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of

law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity**.**

Q. **Successors and Assigns.** This Agreement and the terms and conditions hereof apply to and are binding on the successors, permitted assigns, agents and employees of all Parties.

R. **Taxes**. The County shall be responsible for and pay all taxes, fees, 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, property and sales and use taxes associated with the County's Project.

S. **Termination.** The WEA or the County may terminate this Agreement upon thirty (30) days written notice to the other Party. This Agreement may be terminated by the WEA immediately for cause if the County fails to perform in accordance with the terms of this Agreement.

T. **Third Party Beneficiary Rights & Obligations.** 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.

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

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

W. **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.

X. **Counterparts.** This Agreement may be executed at different times in one or more counterparts and by signatures transmitted electronically, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The Parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understand, and agree 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.

WEA:
Wyoming Energy Authority

_____ _____
Rob Creager, Executive Director Date

The County:

_____ _____
Colleen Faber, Chairman Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

_____ _____
Tyler M. Renner, Supervising Attorney General Date

The following page(s) contain the backup material for Agenda Item: 10:05 Access and Utility Easement for Hayden Livestock

*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.

ACCESS AND UTILITY EASEMENT

Campbell County, Wyoming (thru the Campbell County Board of Commissioners) whose address is 500 S. Gillette Ave, Gillette, WY 82716, and Randy L. Hayden and Ricky R. Hayden, whose address is 2114 HWY 50, Gillette, Wyoming 82718, hereinafter GRANTORS, for and consideration of mutual ingress and egress, and other valuable consideration, the receipt of which is hereby acknowledged, does Grant and Convey to each other, hereinafter GRANTEES, an access road, utility and maintenance easement for ingress and egress located in a portion of Tract D and Tract E, Valley View Subdivision, and a portion of the SE1/4 of Section 28, T50N, R72W as shown on **EXHIBIT A**.

GRANTEES, its successors, licensees, and assigns to have and to hold forever the lands described above for an ACCESS AND UTILITY EASEMENT over, under, upon and within which to construct, maintain, service, reconstruct, operate and locate at any time, and from time to time, an access road as depicted in **EXHIBIT A**.

At the conclusion of initial construction and any reconstruction or repair activities within the easement, GRANTEES shall restore the surface and any improvements damaged, and any adjacent areas disturbed during the construction or repair activities to a condition comparable to the condition of the disturbed or damaged areas before construction within the easement.

GRANTEES, in consideration of the grant of this easement, by acceptance of this easement and the benefits hereof, hereby agrees for itself, its successors in interest, heirs, and assigns as follows:

1. This Easement shall be for access to the parcels and any future lots created therein.
2. This Easement shall be for access to the parcel and any future lots by owners of said lots and is for road maintenance only.
3. GRANTEES shall be responsible for any costs that it deems necessary to maintain and repair the road located upon this easement. GRANTEES shall keep the road in a good state of repair so as to permit reasonable safe travel and convenient ingress and egress. GRANTEES shall be liable for the entire cost of repairs necessitated by the willful or negligent acts of, or omissions of, the GRANTEES or any and all of GRANTEES agents, tenants, licensees, invitees, successors, or assigns.

The GRANTORS and GRANTEES acknowledge this easement shall also provide ingress and egress to the current owners and future successors. This easement shall continue until such time, if ever, as the existing road is re-located or removed by the GRANTORS, or their successors in interest, within the boundaries of the easement granted herein.

Dated this _____ day of June, 2023.

_____ _____

Randy L. Hayden Ricky R. Hayden

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

The forgoing Easement was acknowledged before me by Randy L. Hayden and Ricky R. Hayden this _____ day of June, 2023.

Witness my hand and official seal.

_____

Seal Notary Public
My Commission Expires: _____

CAMPBELL COUNTY BOARD OF COMMISSIONERS:

BY: _____
Colleen Faber, Chair

ATTEST: _____
Cindy Lovelace, County Clerk

EXHIBIT 'A'

ACCESS AND UTILITY EASEMENT
LOCATED IN A PORTION OF TRACT D AND TRACT E, VALLEY VIEW
SUBDIVISION AND A PORTION OF THE SE1/4 OF
SECTION 28, T50N, R72W, 6TH P.M.
CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

DESCRIPTION

A SIXTY (60') FOOT ACCESS AND UTILITY EASEMENT LOCATED IN A PORTION OF TRACT D AND TRACT E, VALLEY VIEW SUBDIVISION AND A PORTION OF THE $SE\frac{1}{4}$ OF SECTION 28, T50N, R72W, 6TH P.M., CAMPBELL COUNTY, WYOMING, BEING THIRTY (30') FEET EACH SIDE AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE $E\frac{1}{4}$ CORNER OF SAID SECTION 28, FROM WHICH THE $CE\frac{1}{16}$ CORNER BEARS S88°22'45"W A DISTANCE OF 1283.67', BEING THE BASIS OF BEARING FOR THIS DESCRIPTION; THENCE S02° 48'10"W, A DISTANCE OF 1378.12' TO A POINT ON THE WEST RIGHT OF WAY OF 4-J ROAD AND THE CENTER OF AN EXISTING ROAD, SAID POINT BEING THE **TRUE POINT OF BEGINNING;**

THENCE (L1) THIRTY (30') FEET PARALLEL TO THE SOUTH LINE OF TRACT D, VALLEY VIEW SUBDIVISION S88°50'52"W, A DISTANCE OF 1011.15' TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE (C1) ALONG SAID CURVE TO THE RIGHT 255.24', HAVING A RADIUS OF 497.18', A CHORD BEARING OF N68°41'23"W, AND A CHORD DISTANCE OF 252.45'; THENCE (L2) N46°13'39"W, A DISTANCE OF 26.75' TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE (C2) ALONG SAID CURVE TO THE RIGHT 227.79', HAVING A RADIUS OF

313.42', A CHORD BEARING OF N25°24'25"W, AND A CHORD DISTANCE OF 222.81'; THENCE (L3) N04°35'11"W, A DISTANCE OF 101.10' TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE (C3) ALONG SAID CURVE TO THE RIGHT 292.27', HAVING A RADIUS OF 956.59', A CHORD BEARING OF N05°16'22"E, AND A CHORD DISTANCE OF 291.13'; THENCE (L4) N14°03'31"E, A DISTANCE OF 508.38' TO A POINT FROM WHICH THE $CE\frac{1}{16}$TH BEARS N01°04'38"E, A DISTANCE OF 165.19', SAID POINT BEING THE **POINT OF TERMINUS.**

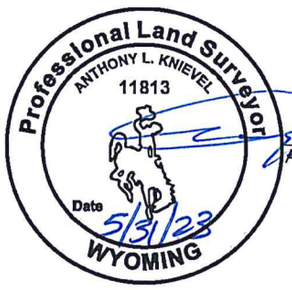
CONTAINING 3.34 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT (PG 2 OF 2) BY WHICH THIS REFERENCE IS MADE PART HEREOF.

Line Table		
Line #	Direction	Length
L1	S88° 50' 52"W	1011.15
L2	N46° 13' 39"W	26.75
L3	N04° 35' 11"W	101.10
L4	N14° 03' 31"E	508.38

Curve Table				
Curve #	Length	Radius	Ch. B.	Ch. D.
C1	255.24	497.18	N68° 41' 23"W	252.45'
C2	227.79	313.42	N25° 24' 25"W	222.81'
C3	292.27	956.59	N05° 16' 22"E	291.13'

SURVEYOR'S CERTIFICATE:
I, ANTHONY KNIEVEL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF WYOMING DO HEREBY STATE THE MEASUREMENTS AND BOUNDARIES WITHIN THIS EXHIBIT SHOWN HEREON ACCURATELY REPRESENTS TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THE CONDITIONS THAT DO EXIST. THIS EXHIBIT WAS PREPARED UNDER MY DIRECT SUPERVISION, AND THIS EXHIBIT DOES NOT REPRESENT A WARRANTY OR OPINION AS TO OWNERSHIP, LIENHOLDERS, OR QUALITY OF TITLE.



Anthony L. Knievel, P.L.S. Number 11813

PREPARED BY:

Campbell County
wyoming

CAMPBELL COUNTY BOARD OF COMMISSIONERS

DRAWN BY: ALK	DATE: 11/09/2022
CHECKED BY: CN	DATE: 11/09/2022
APP'D BY : MO	DATE: 11/09/2022
TOTALS	
145,421.95 SQ. FT.	
3.34 ACRES±	

EXHIBIT 'A'
ACCESS AND UTILITY EASEMENT
LOCATED IN A PORTION OF TRACT D AND TRACT E,
VALLEY VIEW SUBDIVISION AND
A PORTION OF THE SE1/4
SECTION 28, T50N, R72W, 6TH P.M.
CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

CAMPBELL COUNTY BOARD OF COMMISSIONERS

EXHIBIT 'A'

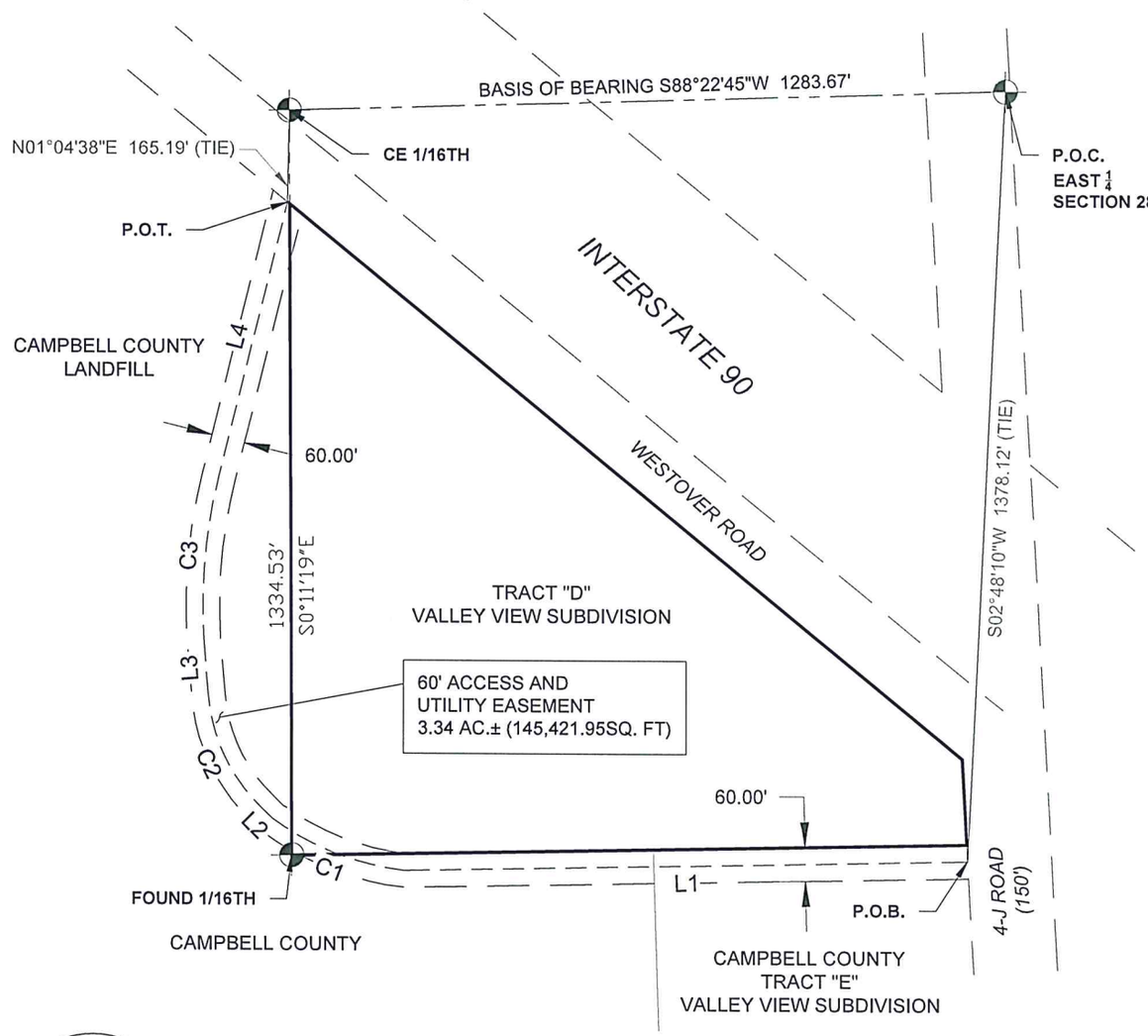
ACCESS AND UTILITY EASEMENT
LOCATED IN A PORTION OF TRACT D AND TRACT E, VALLEY VIEW SUBDIVISION AND A PORTION OF THE SE1/4 OF SECTION 28, T50N, R72W, 6TH P.M.
CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

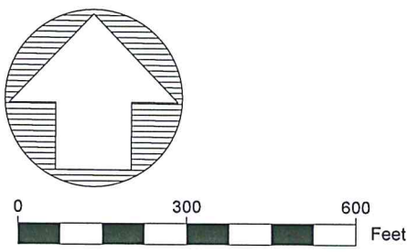
LEGEND

- SECTION LINE
- EASEMENT LINE
- CENTER LINE

LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- FOUND OR SET MONUMENT AS DESCRIBED







SURVEY DATUM
HORIZONTAL DATUM = NAD83(2011) WYOMING EAST (U.S. SURVEY FEET)
NOTE:
1. BASIS OF BEARING: S88°22'45"W, A DISTANCE OF 1283.67' AS MEASURED FROM THE EAST 1/4 TO THE CE1/16TH OF SECTION 28.
2. SURFACE OWNERSHIP PROVIDED BY CAMPBELL COUNTY ASSESSORS OFFICE

PREPARED BY:

Campbell County
wyoming

CAMPBELL COUNTY BOARD OF COMMISSIONERS

DRAWN BY: ALK	DATE: 11/09/2022
CHECKED BY: CN	DATE: 11/09/2022
APP'D BY : MO	DATE: 11/09/2022
TOTALS	
145,421.95 SQ. FT.	
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EXHIBIT 'A'
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CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

CAMPBELL COUNTY BOARD OF COMMISSIONERS

The following page(s) contain the backup material for Agenda Item: 10:15 Proposed Chapter 4 Rules Amendment

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

Campbell County
wyoming

Chapter 4
Rules Regulating Construction

Amended June 6, 2023

CHAPTER 4
RULES REGULATING CONSTRUCTION
Amended June 2023

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Section 1. Authority.

This Chapter is adopted pursuant to the authority granted by W.S. 35-9-121 and W.S. 35-11-304 and supersedes all previous *Rules Regulating Construction.*

A. The *Building Division* shall enforce the *Rules Regulating Construction* prescribed in Chapter 4 for the unincorporated areas of Campbell County

B. The *Building Code Official* shall have the authority to render interpretations and enforce the *Rules Regulating Construction.*

Section 1.1. Chapter 4 User Guide

Chapter 4 *Rules Regulating Construction* has been designed and drafted for ease of use to quickly find applicable information. Key points of this document are as follows:

A. Section 1 covers administrative requirements for obtaining construction permits. This includes the scope of Chapter 4, specifying what projects are exempt from Chapter 4, model codes adopted, design criteria, permit requirements, fees, enforcement, appeals, etc.

B. Section 2 is a compilation of definitions that are specific for use in the *Rules Regulating Construction.* Any word or phrase that is both capitalized and italicized within this document means that there is a unique definition listed in Section 2.

C. Sections 3 through 14 are stand-alone sections for each model code adopted in Chapter 4. Each adopting section contains specific amendments to the respective model code.

D. Section 15 is a list of applicable appendices.

Section 1.2. Scope and Applicability.

This Chapter shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and *Occupancy Classification*, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures, and plumbing, mechanical, fuel gas, electrical, and *Small Wastewater Systems* in the unincorporated areas of Campbell County that is not specifically exempted in accordance with Section 1.4 'Exemptions'.

Section 1.3. Permits Required.

A. Permit Types, General.

Except as exempted in 'Section 1.4 Exemptions', any *Owner* or *Owner*'s authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the *Occupancy Classification* of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, *Small Wastewater System* or plumbing system, the installation of which is regulated by this Chapter, or to cause any such work to be performed, shall first make application to the *Building Division* and obtain the required permit(s) as appropriate from the permit types listed below.

1. *Building Permit*
2. *Electrical Permit*
3. *Mechanical Permit*
4. *Plumbing Permit*
5. *Small Wastewater System Permit*

B. Fire Code Permits.

Where Operational or Construction Permits are required by Sections 105.5 and 105.6 respectively of the International Fire Code, application shall first be made to the Campbell County Fire Department. Fire Code Permits shall be issued by the Fire Department.

C. General Permit Application Requirements.

1. Water Source Required.

For new construction, verification *of a Potable Water* source *shall* be provided by submitting one of the following:

(a) For on-lot wells a copy of the valid State Engineer's Office well permit for the proposed use.

(b) For shared wells, a valid Shared Well Agreement shall be submitted along with a copy of the State Engineer's Office well permit for the proposed use.

(c) For connections to *Centralized Water Systems*, written verification shall be submitted from the *Owner* of the system verifying permission is granted to make the connection.

(d) For systems such as cisterns or above ground tanks supplied by transported water, or other acceptable means, *Construction Documents* shall be submitted containing information including tank size, location, and other applicable information.

2. Zoning Certificate Required.

   For zoned parcels, an approved Zoning Certificate per Chapter 7 Zoning Regulations from the Planning and Zoning Division is required prior to permit issuance.

3. Site Plan.

   An approved site plan shall be a drawing, to scale or clearly dimensioned, showing the uses and structures (existing and proposed) for a parcel of land. The plan shall include a north arrow, property lines, streets, location of all buildings, wells (water and methane), septic tank and leach field, as well as the location for a future replacement leach field, easements/rights-of-way, and the location of utilities including electrical service lines, water lines, sewer/septic lines, natural gas and propane & LPG lines, etc. (existing and proposed). A grading plan and/or spot elevation plan may also be required to address topographical and drainage issues on a site by site basis.

4. Culverts.

   Culverts are required for new driveway approaches that cross drainage ditches. Culvert installation shall be as specified in the subdivision disclosure statement, or as approved by the *Building Code Official*. Minimum size is twelve (12) inches in diameter. Driveway and culvert installation may be subject to approval by the subdivision Improvement and Service District or Home-Owners Association.

5. Addresses.

   Campbell County Public Works shall issue a new address for all properties not currently assigned a valid address, and shall re-assign property addresses as applicable, upon review. No properties shall obtain a *Building Permit* without a valid County issued address.

6. Addressing Standards.

   All properties must display the assigned address with address numbers posted in accordance with the International Fire Code as adopted herein. Inspections by the *Building Division* will not be performed until address numbers are posted.

7. *Construction Documents.*

   Plans shall be drawings that show the shape, size, and location of details relating to the proposed construction of all structures. The plans shall clearly indicate the nature and extent of the work proposed and show by graphical details or other means that the project will conform to the *Rules Regulating Construction.*

8. Permit Issuance.

   The *Building Code Official* shall issue permits under this Chapter after determining that the proposed project will comply with the *Rules Regulating Construction.*

9. Job Site Requirements.

   The *Applicant* shall maintain a copy of all permits, approved plans, job sign off sheet, and plan review documents available on the job site.

10. Site Plan Review.

    For all public, *Commercial* or industrial buildings, a Site Plan Review application and meeting may be required prior to applying for a *Building Permit*.

Section 1.4. Exemptions

A. General: Chapter 4 Rules shall not apply as delineated in sub-sections 1-8 below.

1. Oil, Gas, Coal, and Mineral Extraction.

   Chapter 4 Rules shall not apply to public, commercial, or industrial buildings or structures associated with the extraction of oil, gas, coal, or other minerals.

2. *Farm or Ranch Operations*.

   Chapter 4 Rules shall not apply to structures located on parcels used exclusively for *Farm or Ranch Operations*, provided that:

   (a) Electrical contractors performing work on *Farm or Ranch Operations* shall comply with W.S. 35-9-123(b) by obtaining an *Electrical Permit* in accordance with Chapter 4 and,

   (b) *Small Wastewater Systems* are subject to Chapter 4 rules and permits are required.

3. One or Two-Family *Residential* Dwellings Outside of a *Platted Subdivision.*

   Building Permits shall not be required for One or Two-Family *Residential* dwellings located outside of a *Platted Subdivision*; provided that:

   (a) Chapter 4 Rules do apply, and permits are required for the structures' interior and exterior electrical, plumbing, mechanical, and *Small Wastewater System* needs.

4. Detached Non-habitable *Residential Occupancy Use* Accessory Structures in *Platted Subdivisions*.

   Building Permits shall not be required for detached non-habitable *Residential Occupancy Use* accessory structures that meet the following conditions:

(a) has a clear roof span of less than 61 feet,

(b) is located at least seven (7') from any dwelling regardless of accessory structure size, provided that:

(c) Chapter 4 Rules do apply, and permits are required for the interior and exterior electrical, plumbing, mechanical, and *Small Wastewater System* needs.

5. Detached or Attached *Residential Occupancy Use* Accessory Structures Outside of a *Platted Subdivision.*

Building Permits shall not be required for *Residential Occupancy Use* accessory structures on any parcel located outside of a *Platted Subdivision* provided that:

(a) Chapter 4 Rules do apply, and permits are required for the interior and exterior electrical, plumbing, mechanical, and *Small Wastewater System* needs.

6. HUD Manufactured Homes (*Platted Subdivisions* or Un-platted Parcels).

*Building Permit*s shall not be required for Manufactured Homes designed and built to the Manufactured Home Construction and Safety Standards (HUD Code) displaying a red (HUD) certification label on the exterior of each transportable section; provided that:

(a) Chapter 4 Rules do apply, and permits are required for the structures' exterior electrical, plumbing, mechanical, and *Small Wastewater System* needs.

7. *Centralized Water Systems*

Building Permits shall not be required for the portions of *Centralized Water Systems* permitted by Campbell County under the delegated authority from Wyoming DEQ including transmission lines, storage tanks, pumphouses and chlorination buildings, along with associated piping and appurtenances provided that:

(a) Chapter 4 rules do apply, and permits are required for electrical and mechanical needs in any pumphouse or chlorination building and,

(b) Chapter 4 rules do apply, and permits are required for *Water Service Connection*s.

8. State and Federal Provisions

Chapter 4 shall not apply to any construction or installation that Campbell County is preempted by state or federal law from regulating or permitting.

Section 1.5. Model Codes and Standards Adopted.

General: Chapter 4 *Rules Regulating Construction* adopts the following model codes and standards as amended herein:

A. International Codes, 2021 editions, published by the International Code Council, Inc:

1. International Building Code® (IBC),
2. International Residential Code® (IRC),
3. International Plumbing Code® (IPC),
4. International Fuel Gas Code® (IFGC),
5. International Mechanical Code® (IMC),
6. International Existing Building Code® (IEBC),
7. International Fire Code® (IFC),
8. International Property Maintenance Code® (IPMC)

B. NFPA Codes, published by the National Fire Protection Agency:

1. NFPA 70®, 'National Electrical Code®' (NEC), 2023 Edition
2. NFPA 58®, 'The Liquefied Petroleum Gas Code®' 2017 Edition

Section 1.6. Climatic and Geographical Design Criteria.

A. Minimum Roof Snow Loads:

1:12 pitch and flatter roofs (4.76 degrees) shall be designed for a minimum balanced roof snow load of 35 pounds per square foot with no reductions. The effects of unbalanced snow, drifting, sliding snow, and ponding shall be considered in addition to the balanced snow load where applicable.

Greater than 1:12 pitch roofs (4.76 degrees) shall be designed for a minimum balanced roof snow load of 30 pounds per square foot with no reductions. The effects of unbalanced snow, drifting, sliding snow, and ponding shall be considered in addition to the balanced snow load where applicable.

B. Basic Design Wind Speeds:

Risk Category I: 100 mph

Risk Category II: 110 mph

Risk Category III: 115 mph

Risk Category IV: 120 mph

C. Seismic Design Category:

'B'

D. Weathering:

Severe

E. Frost Line Depth (Building):

42"

F. Frost Line Depth (Water):

1. Five (5) feet, Six (6) inches

(a) Water service risers for mobile/manufactured homes shall use a Woodford Thermaline or equivalent water connector or shall be placed in a 12" diameter by 5 ft. deep pipe located beneath the home.

(b) Exception: Lawn watering systems.

G. Frost Line Depth (Sewer):

Building sewers that connect to s*mall Wastewater Systems* shall be a minimum of thirty-six (36") inches below finished grade at the point of septic tank connection. All building sewer piping shall be a minimum of thirty-six (36") inches below grade.

H. Winter Design Temperature:

Minus 5 degrees Fahrenheit

I. Ice Barrier Roof Underlayment Requirements:

Yes/ Required

J. Flood Hazard:

FIRM / FHBM Effective Date January 02, 2008

K. Air Freezing Index:

2000

L. Mean Annual Temperature:

45 degrees Fahrenheit

M. Concrete Design Standard:

1. Concrete that will be exposed to sulfate-containing solutions or soils shall comply with the maximum water-cementitious materials ratios, minimum specified compressive strength and be made with the appropriate type of cement in accordance with the provisions of ACI 318, Section 4.3.

(a) Except: If the *Owner* or *Applicant* supplies results from a soils investigation containing data on sulfates, the *Owner* or *Applicant* must use a concrete mix design meeting the following specifications:

Use Type V cement or increase the amount of Type II Modified cement in concrete to obtain a maximum water-to-cement ratio of 0.45 (by weight, normal weight concrete) and a minimum compressive strength fc of 4000 pounds per square inch (psi).

Section 1.7. Flood Hazard Area Development

A. General: All references to development in Special Flood Hazard Areas found in the model codes adopted herein shall comply with the following:

1. Appendix 3, *Flood Damage Prevention Resolution*

Section 1.8. Permit Fees.

A. *Commercial Building Permits*:

A $250 fee will be charged for all new construction requiring a Commercial *Building Permit*.

B. *Commercial Building* Plan Review Fees:

The initial plan review of *Construction Documents* for a commercial project and the first re-review of amended *Construction Documents* are free. Additional required re-reviews will be assessed a $250.00 fee.

C. *Commercial Building* Inspection Fees:

The first two (2) inspections for each portion of construction or type of work are free. Each additional re-inspection for the same work incorrectly performed will be assessed a fee of $60. The fee must be paid in person at the *Building Division* office before additional re-inspections will be scheduled.

D. Work Performed Prior to Obtaining a Required Permit

Work that has begun without first obtaining a required permit will be assessed a $60.00 fee.

E. All Other Permits:

No fees.

Section 1.9. Enforcement and Penalties.

A. Violations: Persons who violate any of the *Rules Regulating Construction* or fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved *Construction Documents* or directive of the *Building Code Official*, or of a permit or certificate issued under provisions of any of the *Rules Regulating Construction*, shall be subject to a fine of $250 per day. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

B. Stop Work Orders: Upon issuance of a stop work notice from the *Building Code Official*, work that is being done contrary to the provisions of any of the *Rules Regulating Construction* or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the *Owner* of the property, or to the *Owner*'s agent, or to the person performing the work. The notice shall state the condition under which work is authorized to resume. Where an emergency exists, the *Building Code Official* shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as the person is directed to perform to remove a violation or unsafe condition, shall be subject to the penalties set forth in Section 1.9.A above.

Section 1.10. Appeals.

A. Appeals from the decision or actions of the *Building Code Official* shall be to the *Building Code Appeals Board* in accordance with its established rules and procedures.

B. The *Building Code Official* reserves all other rights and remedies available under the law to enforce the *Rules Regulating Construction.*

Section 2. Definitions.

As used in Chapter 4, the following definitions apply:

A. "*Applicant*" means the *Owner* or authorized agent making application for a permit.

B. "*Automatic Sprinkler System*" is an integrated system of a water source, piping, and heat activated fire suppression devices designed in accordance with fire protection engineering standards.

C. "*Building Division*" means the division of the Campbell County Department of Public Works responsible for issuing *Building, Electrical, Mechanical, Plumbing, and Small Wastewater System Permit*s, and performing inspections on that work.

D. "*Building Code Appeals Board*" means a Board created by the Campbell County Commissioners (Resolution 1449) to hear and decide appeals of orders, decisions or determinations made by the *Building Code Official* or Fire Code Official relative to the application and interpretation of this code.

E. "*Building Code Official*" means the officer or other designated authority or a duly authorized representative charged with the administration and enforcement of this code. The position of *Building Code Official* is also referred to as the "Administrative Authority", "Authority Having Jurisdiction", "Code Official", and "Fire Code Official" as those titles are used to refer to the individual responsible for administration and enforcement of the codes adopted in Chapter 4.

F. "*Building Permit*" means an official certificate of authorization by the *Building Division* for construction, enlargement, *Change of Use*, or alteration of a building in accordance with Chapter 4.

G. "*Central Stations*" means a system or a group of systems in which the operations of circuits and devices are transmitted automatically to, recorded in, maintained by, and supervised from a listed central station that has competent and experienced servers and operators who, upon receipt of a signal, take such action as calling the local dispatch (fire or law enforcement).

H. "Centralized Water System" means a system that provides water to all lots in a subdivision via distribution pipelines within rights-of-ways or easements, with services to each lot. A community water system and a public water system are both considered *Centralized Water System*s.

I. "Change of Use" means a change in the *Occupancy Classification* of a building, structure, or portion thereof as regulated by the International Building Code.

J. "*Commercial Building*" means structures and any associated plumbing, mechanical, electrical, or other appurtenances as governed by the International Building Code.

K. *"Commercial Building Permit"* means an official certificate of authorization by the *Building Division* for a *Commercial Building.*

L. "*Construction Documents*" means written, graphic, and pictorial documents prepared or assembled for describing the design, location and physical characteristics of the elements of a project necessary for obtaining a building, plumbing, mechanical, electrical, or *Small Wastewater System* permit.

M. "*Cross Connection*" means any actual or potential connection between a *Potable Water* supply and any other source or system through which it is possible to introduce contamination into the system.

N. "*Delegation Agreement*" means the current agreement between the Wyoming Department of Environmental Quality and Campbell County in accordance with W.S. 35-11-304 by which Campbell County has assumed authority for the enforcement and administration of the permitting of *Small Wastewater Systems*, publicly owned and controlled sewage collection facilities, and publicly owned and controlled water distribution facilities.

O. "*Electrical Permit*" means an official certificate of authorization issued by the *Building Division* in accordance with W.S. 35-9-120(e) and 35-9-121 and Section 7.

P. "*Engineer*" means a professional engineer licensed with the State of Wyoming Board of Professional Engineers and Professional Land Surveyor.

Q. "*Farm or Ranch Operation*" means that the primary use of the property where the structures are located, along with any leased or owned property adjacent to or in close proximity to the subject parcel, is to produce agricultural products or to graze livestock for monetary profit as a primary source of income.

R. "*Flood Damage Prevention Resolution*" is a resolution adopted by the Campbell County Commissioners on January 2, 2008 for the purpose of minimizing losses due to flooding in specific areas of the county.

S. "*Mechanical Permit*" means an official certificate of authorization by the *Building Division* for heating, ventilation, air conditioning and gas line work.

T. "*Meter Pits*" must be Mueller single- or double-*Meter Pits* or an approved equal and shall contain backflow prevention and shut-off valves. Approval shall be made by the *Building Code Official.*

U. "*Occupancy Classification*" means the formal designation of the primary purpose of a building, structure or portion thereof based on the nature of the hazards and risks to building occupants as listed in the International Building Code. (See '*Change of Use*')

V. "*Owner*" means the person holding title to real property.

W. "*Platted Subdivision*" means any parcel or lot created through the subdivision plat process and where a map, drawn to scale by a licensed surveyor, showing how a portion of land is divided into blocks and lots, and showing streets, alleys and easements, common areas, dedications and other attributes, pursuant to the requirements of Campbell County Chapter 6, Subdivision Regulations and W.S. 18-5-306, is recorded in the land vault of the County Clerk's Office. Parcels created through a Record of Survey or subdivision exemption process shall not be considered part of a *Platted Subdivision.*

X. "*Plumbing Permit*" means an official certificate of authorization issued by the *Building Division* for domestic or commercial water supplies, sewage disposal, and all piping and materials necessary to complete these activities.

Y. "*Potable Water*" means water free from impurities present in amounts sufficient to cause disease or harmful physiological effects and conforming to the bacteriological and chemical quality requirements of the Public Health Service Drinking Water Standards or of the Campbell County Health Department.

Z. "*Premises*" means a lot, plot or parcel of land, easement, or public way, including any structures thereon.

AA. "*Remodeling*" includes repairing, altering, or expanding a building or its plumbing, mechanical or electrical systems.

BB. "*Residential*" means structures and any associated plumbing, mechanical, electrical, or other appurtenances as governed by the International Residential Code.

CC. "*Rules Regulating Construction*" means this document as adopted by the Board of Commissioners.

DD. "*Small Wastewater System*" means any sewerage system, disposal system, or treatment works having simple hydrologic and engineering needs which is intended for wastes originating from a single *Residential* unit serving no more than four (4) families or which distributes two thousand (2,000) gallons or less of domestic sewage per day.

EE. "*Water Service Connection*" means any water line or pipe connected to a distribution supply main or pipe for the purpose of conveying water to a water user's system.

Section 3. International Building Code

A. General: The 2021 International Building Code including Appendices 'C' and 'J' are adopted by reference and hereby made a part of this Chapter as amended below:

1. Section 101.4.3 Plumbing. Amended to read as follows:

   Strike 'The International Private Sewage Disposal Code' and replace with *'Small Wastewater Systems*, Appendix 2'.

2. Section 101.4.4 Property Maintenance. Amended to read as follows:

   The provisions of the International Property Code are adopted; only to the extent as it applies to fire and life-safety issues for *Commercial* and *Residential* Structures.

3. Section 101.4.6., Energy is deleted in its' entirety.

4. Section 113 Board of Appeals is repealed in its entirety and replaced with Section 1.10 'Appeals' of this document.

5. Section 310.4.1 Care Facilities Within a Dwelling. Amend as follows:

   (a) Add the word 'detached' before 'single-family dwelling' to read 'detached single-family dwelling' and;

   (b) Strike the words 'provided an automatic sprinkler system is installed in accordance with Section 903.3.1.3 or Section P2904 of the International Residential Code.'

6. Section 310.4.2 Lodging Houses. Amend as follows:

   (a) Add the word 'detached' before 'lodging houses' to read 'detached lodging houses' and;

   (b) Strike the words 'provided an automatic sprinkler system is installed in accordance with Section 903.3.1.3 or Section P2904 of the International Residential Code.'

7. Chapter 13 Energy Efficiency is repealed in its entirety.

8. Section 1608.2 Ground Snow Load. Repeal in its entirety. Refer to Section 1.6 'Climatic and Geographical Design Criteria' of Chapter 4.

9. 1803.5.3 Expansive Soils.

   The *Building Code Official* shall require soil tests to be performed for all commercial and industrial buildings.

10. Section 2901.1 (Plumbing) Scope. Amend as follows:

    Strike 'International Private Sewage Disposal Code' and replace with 'Appendix 2, *Small Wastewater Systems*.

11. Table 2902.2 Minimum Number of Required Plumbing Fixtures. Amend as follows:

    Delete drinking fountain requirements; however, if *Applicant* chooses to install drinking fountains, all provisions of this section shall apply.

12. Section 2902.2 Separate Facilities. Amend as follows:

    Delete Exception number 6.

Section 4. International Residential Code

A. General: The 2021 International Residential Code including Appendices 'A', 'B', 'C' and 'E' are adopted by reference and hereby made a part of this Chapter as amended below:

1. Section R112 Board of Appeals is repealed in its entirety and replaced with Section 1.10 'Appeals' of this document.

2. Table R301.2(1) Climatic and Geographical Design Criteria is amended as follows:

Replace Table R301.2(1) with Chapter 4 Section 1.6.

3. Section R302.13 'Fire Protection of Floors' is repealed.

4. Section R309.5 'Fire Sprinklers' (Garages) of the International Residential Code is amended to read:

'Where voluntarily installed, the system shall comply with Section R309.5.'

5. Section R313 is amended to read:

'Section R313 'Automatic Fire Sprinkler Systems' are not required, however, where installed, the system shall comply with Section R313 as applicable.'

6. R401.4.1 Geotechnical Evaluation. The sentence *'In lieu of a complete geotechnical evaluation, the load bearing values in Table R401.4.1 shall be assumed'* shall be replaced with:

In lieu of a geotechnical evaluation, the *Owner* shall submit to the *Building Code Official* a signed and sealed letter from an *Engineer* stating that the soils are adequate for the proposed

application. The letter shall reference IRC Table R401.4.1 and specify the appropriate Class of Material to be used for the foundation design.

7. Chapter 11 Energy Efficiency is repealed in its entirety.

8. M1411.8 Locking Access Port Caps is repealed in its entirety.

9. Section P2603.5 Freezing. Amend to refer to Section 1.6 Climatic and Geographic Design Criteria of this document.

10. Section P2603.5.1 Sewer Depth. Amend to refer to Section 1.6 Climatic and Geographic Design Criteria of this document.

11. Section E3401.1 Applicability. Add the following sentence:

'In the event that 'Section 10, National Electric Code' of this document should adopt an edition other than the 2023 Edition of NFPA 70 'The National Electric Code' as referenced in the 2021 Edition of the IRC, then that edition will take precedence over Chapters 34 through 43 of the IRC.'

12. Add Appendix E, Section AE101 General. Amended to read as follows:

'These provisions shall be applicable to all manufactured homes used as a single dwelling unit and shall apply to the following:' Remainder of this section unchanged.

Section 5. International Mechanical Code.

A. General: The International Mechanical Code, 2021 Edition, including Appendix A is adopted by reference and hereby made a part of Chapter 4 as amended below:

1. Section 115.4 Violation Penalties is repealed.

2. Section 114 Means of Appeals is repealed in its entirety and replaced with Section 1.10 'Appeals' of this document.

3. Section 301.2 Energy Utilization is repealed.

4. Table 403.3.1.1 shall be amended to include footnote i. Footnote i shall read as follows: For repair garages, the required 0.75 cfm per square ft. of exhaust airflow may be achieved by providing 0.25 cfm of continuous airflow per sq. ft. with an additional 0.50 cfm of intermittent airflow per sq. ft. when installed in accordance with Section 404.

5. Section 604.1 General (Duct Construction). Delete the reference to the International Energy Conservation Code.

Section 6. International Plumbing Code

A. General: The International Plumbing Code, 2021 Edition, including Appendix A and B is adopted by reference and hereby made a part of Chapter 4 as amended below:

1. Section 115.4 Violation Penalties is repealed.

2. Section 114 Means of Appeal is repealed in its entirety and replaced with Section 1.10 'Appeals' of this document.

3. Section 305.4 Freezing. Amend to refer to Section 1.6 Climatic and Geographic Design Criteria of this document.

4. Section 305.4.1 Sewer Depth. Amend to refer to Section 1.6 Climatic and Geographic Design Criteria of this document.

5. 602.1 General. WATER REQUIRED is amended to read as follows:

'All shared wells shall be required to install a dual check valve *Backflow Prevention* on each water service line.'

6. Section 701.2 Sewer Required is amended to read as follows:

Replace 'International Private Sewage Disposal Code' with 'Appendix 2 of Chapter 4'.

7. Table 403.1 Minimum Number of Required Plumbing Fixtures. Amend as follows:

Delete drinking fountain requirements; however, if *Applicant* chooses to install drinking fountains, all provisions of this section shall apply.

8. Section 403.2 Separate Facilities. Amend as follows:

Delete Exception number 6.

Section 7. International Fuel Gas Code

A. General: The International Fuel Gas Code, 2021 Edition, including all Appendices is adopted by reference and hereby made a part of Chapter 4 as amended below:

1. Section 115.4, Violation Penalties is repealed.

2. Section 113, Means of Appeal is repealed in its entirety and replaced with Section 1.10 'Appeals' of this document.

Section 8. International Fire Code

A. General: The International Fire Code, 2021 Edition, including Appendices B, D, E, F, and G is adopted by reference and hereby made a part of Chapter 4 as amended below. Appendix B only applies in areas with access to a water supply capable of supplying the required fire flows as outlined below.

1. Section 101.1 'Title' is amended as follows:

   These regulations shall be known as the Fire Code of Campbell County hereinafter referred to as "this code".

2. Section 111, Board of Appeals is repealed in its entirety and replaced with Section 1.10 'Appeals' of this document.

3. Section 401.3.2 Alarm Activations, add:

   C*entral Stations* shall immediately notify the Campbell County Sheriff's Office Dispatch for dispatch of the fire department of alarm signals initiated by any fire alarm, fire extinguishing system or equipment. Supervisory signals shall be relayed to the Campbell County Sheriff's Office Dispatch for dispatch of the fire department. The fire department must be notified by faxed or electronic report of all trouble signals which exist for greater than a single 6-hour time-period. Campbell County Sheriff's Office Dispatch, for the fire department, shall be contacted prior to notification of the subscriber.

4. Section 505.1, Address Numbers, is amended as follows:

   New and existing building shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. If the structure is not visible from the roadway because of terrain, trees or other obstruction, the address numbers shall be posted on both sides of a post which shall be a minimum of four (4') feet and maximum of seven (7') feet in height above the ground in a visible location within twenty (20') feet of a public road at the Access Drive to the structure. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches high with a minimum stroke width of 0.5 inch.

   Exceptions: Structures within twenty-five (25') feet of a public road may place the addresses on the structure.

5. Section 506.1, Key Boxes, Where Required. Delete the first sentence and amend as follows:

   Key boxes (Knox Box) shall be provided for Fire Department entry for all Commercial occupancies. The key boxes shall be installed on all new businesses before occupancy is granted. Any existing business that obtains a permit to do any work or change of use or

occupancy shall be required to install a key box before the work can be completed and approved and occupancy resumed. The key box shall be located within 10 feet of the front doors, a minimum of 6 feet above the ground level and not to exceed 7 feet in height unless approved in writing by the Fire Department. The *Building Division* and the Fire Department have the ordering instructions for key boxes. The key box shall be of an approved type and shall contain items necessary to gain access as required by the Fire Department.

6. Section 507.1, Required Water Supply is amended as follows:

   For areas with access to a water supply capable of supplying the required hydrant fire flows in accordance with Appendix B, fire protection shall be provided. For areas that do not have a water supply capable of providing fire flows, the Campbell County Fire Department tanker-shuttle system will be utilized as the fire protection method.

7. Section 507.5.1, Where Required is amended as follows:

   For areas with access to a water supply system capable of supplying required fire flows in accordance with Appendix B, fire hydrants providing the required fire flows shall be located within 500 feet of the building as measured by an approved route around the exterior of the facility or building.

8. New Section 901.4.7.5 'Clearances' is added as follows:

   Fire Protection Equipment shall not be obstructed or concealed. A minimum of eight (8") inches on each side and a clear access width of three (3') feet shall be maintained in front of the fire protection equipment.

Section 9. International Existing Building Code

A. General: The International Existing Building Code, 2021 Edition, is adopted by reference and hereby made a part of Chapter 4 as amended below:

   1. Section 101.4.2 Building previously occupied, reference to the International Property Maintenance Code as specified in Section 3.A.(4) of this document.

   2. Section 112.3 Board of Appeals members qualifications is repealed in its' entirety.

   3. Section 1401.2 Conformance, reference to the International Property Maintenance Code as specified in Section 3.A.(4) of this document.

Section 10. National Electric Code (NFPA 70)

A. General: The National Electrical Code, NFPA 70, 2023 Edition, including Informative Annex H 'Administration and Enforcement' is adopted by reference and hereby made a part of Chapter 4 as amended below.

1. Section 230.70(A)(1) Readily Accessible Location is amended to read as follows:

   'The service disconnecting means shall be installed at a readily accessible location within 50' (fifty feet) and in plain view from outside of a building or structure.'

B. Informative Annex H, Administration and Enforcement, Section 80

2. Section 80.1(2) Investigation of Fires of the National Electric Code is repealed.

3. Section 80.15 Electric Board of the National Electric Code is repealed and replaced with Section 1.10 Appeals of Chapter 4.

4. Sections 80.23(B)(3) Penalties of the National Electric Code is repealed and replaced with Section 1.9 Enforcement and Penalties of Chapter 4.

5. Section 80.27 Inspectors Qualifications:

   (a) Subsection 80.27(A) is repealed and replaced with: "Inspectors qualifications as required by W.S. Statute 35-9-121(a)(iv) for Home Rule requirements only. For Local enforcement, all Inspectors employed by Campbell County can/will do Electrical Inspections."

   (b) Subsections 80.27(B) Experience, (C) Recertification and (D) Revocation and Suspension are repealed.

6. Sections 80.33 'Repeal of Conflicting Acts' and 80.35 'Effective Date' are repealed.

Section 11. Liquefied Petroleum Gas Code (NFPA 58)

A. General: The Liquefied Petroleum Gas Code (NFPA 58), 2020 Edition, is adopted by reference and hereby made a part of Chapter 4.

Section 12. Small Wastewater Systems

A. General: *Small Wastewater Systems* shall comply with Wyoming Division of Environmental Quality Rules and Regulations, Chapter 25 as amended in Appendix 1 to Chapter 4, provided that:

1. Installations shall comply with Chapter 7 Zoning Regulations as applicable.

2. Any system with a design flow greater than 2,000 gallons of sewage per day or that discharges non-domestic sewage shall be permitted through the Wyoming Department of Environmental Quality.

B. Multiple Systems on One Parcel: Where more than one *Small Wastewater System* is allowed, the systems shall be subject to the following:

1. Individual systems shall be spaced a minimum of 400' apart.

2. Distance between each system shall be measured from the edge of the nearest leach field.

3. Verification of adequate spacing may be required by an *Engineer*.

Section 13. List of Appendices

Appendix 1: DEQ Chapter 25 Amended

Appendix 2: Campbell County *Small Wastewater System* Permit Workbook and Application

Appendix 3: Campbell County Flood Damage Prevention Ordinance

CERTIFICATE OF ADOPTION OF RULES

Adopting Entity:	Campbell County Board of County Commissioners
Rules Adopted:	Chapter 4, Rules Regulating Construction (These are amended rules)
Summary of Amendments:	Updated for the 2023 National Electric Code
Statutory Authority:	W.S. 18-5-201 W.S. 35-9-121
Date Rules Proposed & Available for Inspection:	April 11, 2023
Copies mailed to all on the mailing list:	Yes
Date of Public Hearing:	June 6, 2023
Date of Final Adoption:	June 6, 2023
Effective Date:	Immediately upon filing with the County Clerk

I hereby certify the attached rules are a true and correct copy of rules adopted by the Campbell County Board of County Commissioners in accordance with the Wyoming Administrative Procedure Act.

_____
Colleen Faber, Chairman
Board of Commissioners

ATTESTED:

_____
Cindy Lovelace, County Clerk

The following page(s) contain the backup material for Agenda Item: 10:20 Problematic Gambling Prevention & Treatment Funding

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

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Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS
Colleen Faber, Chairman
Del Shelstad
Jim Ford
Butch Knutson
Kelley McCreery

Board of Commissioners-Staff Report

Meeting Date: June 6th, 2023
Presenter: Kristin Young
Submitting Department: Office of Commissioners
Subject: Consideration of funding for Health Programs to Prevent and Treat Problem and Treat Problematic Gambling

Statement/Purpose:
Consideration of funding from the Wyoming Department of Health to fund health programs to prevent and treat problematic gambling behavior.

Background/Description (Pros & Cons):
Pursuant to Wyoming Statute § 9-24-104, the Wyoming Department of Health (WDH) is in receipt of $600,000 received from the Wyoming Gaming Commission. This funding represents $300,000 from the state fiscal years 2022 and 2023. Pursuant to statute, this funding is to be distributed to counties for the purpose of funding county health programs to prevent and treat problematic gambling behavior. The WDH has determined the amount available to each county based on 2021 population estimates of individuals 18 years and older. Signing this invoice will result in funding in the amount of $45,553.22 for the purpose of the prevention and treatment of problematic gambling behavior.

Stakeholder Analysis & Involvement:
Once this funding has been received the Campbell County Office of Commissioners will release a request for proposals. A sub-committee will be formed to decide how to utilize the funds.

Fiscal Impact:
Funding in the amount of $45,553.22 will be received for the purpose of the prevention and treatment of problematic gambling behavior.

Staff Impact:
The Campbell County Grants Management Specialist will oversee the funds.

Legal Review:
Ferris

Staff Input:
Staff recommends the approval from the Board of County Commissioners to receive funding from the Wyoming Department of Health for the purpose of the prevention and treatment of problematic gambling behavior.

Attachments:
Invoice for acceptance to receive funding from the Wyoming Department of health for the purpose of the prevention and treatment of problematic gambling behavior.

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Angela Van Houten, MS
Wyoming Department of Health
Public Health Division
122 West 25th Street, 3rd Floor West
Cheyenne, WY 82002

June 6th, 2023

INVOICE

Campbell County is requesting funding as allocated in the amount of $45,553.22. This funding is allocated for the prevention and treatment of problematic gambling behavior as noted in Wyoming Statute (W.S.) § 9-24-104:

> Not later than the fifteenth day of each month, in accordance with commission rules, a sports wagering operator shall remit ten percent (10%) of online sports wagering revenue from the prior month to commission. Each fiscal year, the first three hundred thousand dollars ($300,000.00) of revenue generated under this section is continuously appropriated to the department of health to be distributed to the counties for the purpose of funding county health programs to prevent and treat problematic gambling behavior and the remainder of monies remitted to the Commission shall be deposited by the state treasurer into the general fund.

Mark one option below with an X:

- ☐ Campbell County is requesting funding allocated pursuant to W.S. § 9-24-104 in the amount of $45,553.22

- ☐ Campbell County declines funding allocated pursuant to W.S. § 9-24-104 in the amount of $_____

CAMPBELL COUNTY BOARD OF COMMISSIONERS

_____ June 6th, 2023
Coleen Faber County Commissioner, Chair Date

ATTEST: (SEAL)

_____ June 6th, 2023
Cindy Lovlace, Campbell County Clerk Date

The following page(s) contain the backup material for Agenda Item: 10:25 County Policy: Mission, Vision, and Values

*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.

Policy Name: Campbell County Mission, Vision, and Values		Policy Number: 1.001
Effective Date:	**Adoption Date**:	**Approved By:**
Authority: (State Statute and or Resolution number): W.S. 18-3-504		
Revision Dates:		

I. Purpose:

A. To establish guidance for Campbell County Government officials for a management philosophy. The Mission, Vision and Values of Campbell County Government shall promote adherence to statutory regulations.

II. Definitions:

A. Campbell County Commissioners: Governing board of five (5) elected individuals overseeing the affairs of county government as outlined in Wyoming State Statute 18-3-504.

III. Attachments : NA

IV. Policy:

A. General Policy – It shall be the policy of Campbell County Government, Office of Campbell County Commissioners to establish a mission statement, vision statement and core values which reflect fiscal responsibility and local government best practices. The policy shall be reviewed and updated no more than every three (3) years.

V. Mission Statement:

A. To provide quality, efficient, and cost-effective services for all Campbell County residents through sound decision making and fiscal responsibility.

VI. Vision Statement:

A. To establish successful practices to establish Campbell County Government to provide high quality services to the residents of Campbell County.

VII. Values:

A. **Integrity:**

DRAFT - POLICY

1. Provide consistent courteous, transparent, and efficient services.

B. **Communication**

1. We are dedicated to open, honest, and trustworthy communication.

C. **Adaptability**

1. We embrace change and make positive steps toward the future of Campbell County.

D. **Growth and Development**

1. We focus on efficiency and promote development both personally and professionally.

E. **Equity**

1. We approach all situations with objective consideration and understand each circumstance and individual uniqueness.

DRAFT - POLICY

Policy Name: Campbell County Mission, Vision, and Values
Most Recent Revision Date:

DRAFT - POLICY

The following page(s) contain the backup material for Agenda Item: 10:30 County Policy: Policy Development and Review

*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.

Policy Name: Policy Development and Review		Policy Number: 1.001
Effective Date:	**Adoption Date**:	**Approved By:**
Authority: (State Statute and or Resolution number): W.S. 18-3-504		
Revision Dates:		

I. Purpose:

A. To establish guidance set standards for the development, approval, and implementation of Campbell County Government Policies. This policy will establish the process for managing the development, review, dissemination, implementation, training, audit, and revision of policy and procedures used by the Campbell County Government. All policies pertaining to overall county government functions will follow an established review schedule to maintain timeliness of overarching policies.

II. Definitions:

A. **Campbell County Commissioners:** Governing board of five (5) elected individuals overseeing the affairs of county government as outlined in Wyoming State Statute 18-3-504.

B. **Public Information Officer**: Identified as the office or position within the Office of the Campbell County Commissioners who is responsible for the management and dissemination of Campbell County Government policies.

C. **Policy Committee**: Organized committee with identified members who will be involved in the creation and review of Campbell County Government Policies. The policy committee shall review policies which pertain to their respective departments (i.e. the office of the Campbell County Clerk and Campbell County Treasurer shall be involved in fiscal policies) or they may review policies from an objective standpoint.

D. Policy List: Official list of policies which are representative of overarching rules which impact all Campbell County Government Departments.

III. Attachments : Policy List; Policy List Review Schedule

DRAFT-POLICY

IV. Policy:

A. General Policy – Campbell County will establish overarching policies which will address issues which impact all Campbell County Government Departments. Policies established will provide staff with guidance to be consistent between all Campbell County Government departments.

1. All policies will be adopted utilizing a consistent format and will be scheduled for regular review not more than three (3) years from their adoption date. The formatting and scheduling shall be adhered to by all departments participating in policy development and creation.
2. Staff from all departments may be involved in the development of policies which specifically impact the work their department provides for the overall Campbell County Government.
3. All policies will adhere to any federal or Wyoming State Statute which influence the overall actions of the Campbell County Government.
4. Once approved by the Board of Commissioner all policies will be disseminated to staff and published on the Campbell County website.
   (i) Any policy deemed confidential and not for public release will be clearly marked and will provide designation as to why it is not releasable to public.

B. Process:

1. The Public Information Officer (PIO) shall be responsible for the management of county policies in accordance with this policy. The development and dissemination of county policies shall be in accordance with this policy.
   (i) Identified policy list shall be managed by the Public Information Officer or designee.
   (ii) Once established, the policy list will be reviewed annually.
   (iii) Additions to the policy list will be reviewed the first month of every quarter of the fiscal year.

DRAFT-POLICY

2. A policy committee will be formed with representation from departments who are directly involved with the practice identified in specific policies.
   (i) The policy committee list will be formed by representation from the following offices, Commissioners staff, County Treasurer, County Clerk, County Attorney, Human Resources, Information Technology, Public Works, Road and Bridge, and Emergency Management.
   (ii) The policy committee will review the established policy the quarter prior to the policy's schedule review.
   (iii) Any changes or updates will be routed to the PIO or designee.
   (iv) The PIO will schedule and present the policy updates or changes to the Board of Commissioners for approval.
3. The exception to this process shall be the development of personnel guidelines.

4. The revision of existing policy or the development of new policy and procedure includes the following steps:
   (i) Revising existing policy or creating an initial draft of new policy, either as an individual or through a policy work group;
   (ii) Working with the PIO to ensure the draft is in proper policy format;
   (iii) Distributing the policy as a draft for comment as appropriate and making revisions as necessary.
   (iv) Final review by the policy committee, and assignment of an appropriate policy number by PIO;
   (v) Preparing the final document for the review by Board of Commissioners and setting the policy's effective date;
   (vi) After approval, PIO or designee shall set the official review schedule.

DRAFT-POLICY

5. Review Schedule. All policies will be set for a minimum one (1) year to maximum of three (3) review.
   (i) The PIO or designee shall notify appropriate members of the policy committee of the upcoming review process no later than one quarter prior to the scheduled review date.
   (ii) Policy committee may share the policy to be reviewed with department staff for comments or suggestions.
   (iii) All revisions will be submitted to PIO or designee at the end of the quarter prior to the revision schedule. PIO or designee will present policy for review to commission within thirty (30) days of receiving revisions.
   (iv) The review will identify any aspects of the policy which are no longer relevant and make adjustments as necessary.

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