AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

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

JUNE 20, 2023

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

CONSENT AGENDA

A. Consent Agenda

COMMISSION CALENDAR/VETERANS UPDATE

B. Commission Calendar

C. Veterans Update

REGULAR BUSINESS

D.	9:10 Challenge Coin Presentation	Chairman Faber
E.	9:15 Adolescent Substance Use Treatment for JFDC, Service Provider Agreement	Jim Lyon
F.	9:20 Adult Substance Use Treatment for JFDC, Service Provider Agreement	Jim Lyon
G.	9:25 Individual and Family Therapy Mental Health for JFDC, Service Provider Agreement	Jim Lyon
H.	9:30 Adult Substance Use Treatment for ATC, Service Provider Agreement	Chad Beeman
I.	9:35 Reporting Structure for Adult Treatment Courts	Brandy Elder
J.	9:40 Creation of Senior HR/Risk Management Generalist Position	Jane Glaser
K.	9:45 Creation of Deputy Director, Administration Position	Jane Glaser
L.	9:50 Courthouse Remodel CMAR Project Award	Clark Melinkovich
M.	9:55 Pronghorn Industrial Park, Professional Services Agreement	Matt Olsen
N.	9:57 Board Appointment, Corrections Board	Chairman Faber
O.	9:59 Board Appointment, Fire Board	Chairman Faber
P.	10:00 Board Appointments, Museum Board	Chairman Faber
Q.	10:02 Board Appointments, Library Board	Chairman Faber
R.	10:04 Board Appointment, Parks & Recreation Board	Chairman Faber

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S. 10:06 Board Appointment, Planning Commission — Chairman Faber

T. 10:08 Board Appointment, Public Health Board — Chairman Faber

U. 10:10 Board Appointment, Public Land Board — Chairman Faber

V. 10:12 Board Appointment, Senior Center Board — Chairman Faber

W. 10:15 Budget Adoption FY 2023-2024 — Cindy Lovelace

WORKSHOP

X. 10:30 NACo WIR National Center for Public Lands – Voluntary Assessment — Jerimiah Rieman

PUBLIC COMMENT

Y. 10:45 For the Good of the County*

Z. 11:15 Commissioners Final Comments

EXECUTIVE SESSION

AA. 11:20 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

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Consent Agenda

MINUTES
Board of Commissioners, Special Meeting – Budget Workshop, June 5, 2023
Board of Commissioners, Directors Workshop, June 5, 2023
Board of Commissioners, Regular Meeting, June 6, 2023
Board of Commissioners, Public Land Board Meeting, June 8, 2023
Board of Commissioners, Lodging Tax Board Meeting, June 15, 2023

MONTHLY REPORTS
Clerk of District Court – May 2023
Sheriff's Office – May 2023

CANCELLATION/REBATE OF TAXES
2021-216, 2021-217, 2021-218, 2021-219, 2021-220, 2021-221, 2021-222, 2021-223

AGREEMENTS
Certificate of State Grant-in-Aid between Wyoming Department of Aeronautics Division and Campbell County, State Project No. AGC045X for 2023 Marketing for the Northeast Wyoming Regional Airport, in the amount of $50,000 with a local match of $50,000.

Certificate of State Grant-in-Aid between Wyoming Department of Aeronautics Division and Campbell County, State Project No. AGC046X for 2023 Aviation Encouragement for the Northeast Wyoming Regional Airport, in the amount of $2,500 with no local match requirement.

Letter of Engagement between Thomas & Thomas LLC and Campbell County Library Board in connection with board meetings and general civil legal advice.

Radio Transmission Tower Site Lease Renewal Agreement between Joe A. Hitt and Janet Cranston and Campbell County for the leasing of real property for a radio transmission tower site for Campbell County.

COMMENT LETTER
Comment Letter to the Bureau of Land Management regarding the Notice of Intent to Prepare an Environmental Impact Statement to Analyze the Potential Environmental Effects from Maintaining Secretary Jewell's Coal Leasing Moratorium (Federal Register/Volume 88, No. 83/Monday, May 1, 2023/page 26588).

LINE ITEM TRANSFERS
Airport
Transfer $1,600.00 from 100751-62450 EE Dev Meet Trav Meal Lodg to 100751-62200 Association Dues

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Extension
Transfer $213.70 from 100106-62450 EE Dev Meet Trav Meal Lodg to 100106-63420 Special Events and Programming Transfer $250.00 from 100106-64150 Gasoline to 100106-63420 Special Events and Programming
Transfer $201.04 from 100101-65000 Repairs/Vehicle Maintenance to 100101-62000 Postage
Transfer $44.27 from 100101-65020 Furniture & Equipment to 100101-62000 Postage Transfer $600.00 from 100105-62450 EE Dev Meet Trav Meal Lodg to 100105-63420 Program Support
Transfer $500.00 from 100105-64150 Gasoline to 100105-63420 Program Support

Museum
Transfer $2,000.00 from 100721-62260 Professional Services to 100721-62080 Public Relations/Promotions

Parks & Recreation
Transfer $800.00 from 100774-65080 Building Maintenance to 100774-64300 Lubricants
Transfer $130.00 from 100774-64100 Clothing/Uniforms to 100774-62220 EE Dev Meet Trav Meal Lodg Project 770774-EMPLTRAN-MEALSLODG
Transfer $100.00 from 100774-62220 EE Dev Meet Trav Meal Lodg Project 770774-EMPLTRAN-TRAV TRAN to Project 770774-EMPLTRAN-MEALSLODG
Transfer $259.00 from 100774-62220 EE Dev Meet Trav Meal Lodg Project 770774-EMPLTRAN-STAFFDEV to Project 770774-EMPLTRAN-MEALSLODG

Public Works
Transfer $8,550.00 from 170081-66935 District Support Grants to Project 081 DSG Graceland-Roads-GravlMaint
Transfer $4,550.00 from 170081-66935 District Support Grants to Project 081 DSG WardCreek-Formation
Transfer $8,000.00 from 100084-68120 Library Install Electronic Door Locks to 100084-68120 Parks & Rec Install Roof Access
Transfer $2,500.00 from 100083-60200 Part Time Regular to 100083-60100 Full Time OT
Transfer $5,000.00 from 100083-62450 EE Dev Meet Trav Meal Lodg to 100083-64060 Janitorial Supplies

Road & Bridge
Transfer $40,000.00 from 100141-63050 Royalty/Easement to 100141-65000 Vehicle Parts/ Repairs
Transfer $65,000.00 from 100141-64200 Diesel to 100141-65000 Vehicle Parts/Repairs

Sheriff's Office
Transfer $750.00 from 100053-64700 Medical Supplies to 100053-60200 Part-Time Regular
Transfer $60.00 from 100053-64700 Medical Supplies to 100053-610000 FICA/Medicare
Transfer $150.00 from 100053-64700 Medical Supplies to 100053-61400 Retirement Transfer $50.00 from 100053-64700 Medical Supplies to 100053-61500 Insurance Benefits Transfer $15,000.00 from 100051-60005 Full Time – Regular to 100051-60100 Full Time – OT
Transfer $10,000.00 from 100052-60005 Full Time – Regular to 100052-60100 Full Time – OT

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OFFICIAL BOND AND OATH
Rocky Point – Rebecca Ann Vondrak
Southfork Estates Improvement & Service District – Pamela Cowen
Village of Heritage – Rebecca Ann Vondrak

POSITION VACANCY JUSTIFICATIONS
Adult Treatment Courts – Administrative Assistant
Public Health – Financial Specialist
Public Works – Custodian I

FY2023-2024 Positions
Clerk – Financial Specialist
Parks & Recreation – Administrative Assistant
Parks & Recreation – Senior Lifeguard

HAND WARRANTS

Circuit Court of Campbell County	$484.65
Campbell County Clerk Tax Account	$313,371.70
Campbell County Treasurer – FLX/HSA	$41,632.56
Great West Trust Company	$33,133.86
Wyoming Child Support	$1,274.21
Campco Federal Credit Union	$150.00
AT&T Mobility – Parks & Recreation	$190.93
AT&T Mobility – Airport	$232.58
Black Hills Energy	$15,187.71
CenturyLink	$237.71
Charter Communications	$1,307.46
City of Gillette	$90,979.76
Means First Water & Sewer District	$179.89
Powder River Energy Corporation	$21,302.79
Waste Connections of Wyoming	$2,389.46
Wright Water & Sewer District	$1,390.49
IBM Corporation	$17,800.45

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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
June 5, 2023
Gillette, Wyoming

Directors Meeting

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, June 5, 2023, at 1:30 PM.

Present were Colleen Faber, Jim Ford, Butch Knutson, Kelley McCreery, Del Shelstad, Commissioners; Kyle Ferris, Deputy County Attorney; Denton Knapp, Commissioners Executive Director; Cindy Lovelace, County Clerk; Shannon Ireland, Chief Deputy Clerk; Brandy Elder, Human Resource Director; Leslie Perkins, Public Information Officer; Kristin Young, Grants Management Specialist; Kevin Geis, Road & Bridge Director; Matt Olsen, Public Works Director; Kelly Wallem, County Attorney Office Manager; Jane Glaser, Public Health Director; Phil Harvey, Public Health Director; Dwayne Dillinger, Parks and Recreation Director; Paul Wallem, Coroner; Brandy Harlow, Wyoming Business Council; members of the press.

Kristin Young presented a proposal from InSite Consulting for site selection and economic development for the Pronghorn Industrial Project. Discussion was held and approval was given to begin contract negotiations.

Phil Harvey provided a list of Tyler modules available to the County Departments. Discussion was held.

Cindy Lovelace provided an update on the FY2023-2024 budget. Discussion was held concerning the FY2023-2024 Budget and Mill levy. Discussion was held concerning holding a product demonstration for ClearGov budgeting software.

Liaison Reports were given by Commissioners.

Brandy Elder presented information for Leadership Training scheduled for June 29, 2023, and advised that special enrollment is open for AFLAC Short Term Disability.

Kevin Geis provided a project update for the Road and Bridge Department.

Matt Olsen provided a project update for the Public Works Department.

Denton Knapp advised that the Commissioners Office will sponsor 3 county employees to attend the 2024 G.A.L.I. (Gillette Area Leadership Institute) with a partial payment of tuition paid by the employee or department. Applications are to be submitted to the Commissioners Office by June 30, 2023, for selection.

Leslie Perkins presented the Public Information update and reported the 2021-2022 Annual Report is printed and distributed.

Denton Knapp presented the upcoming events.

- June 6 – 8:00 AM Board Briefing | 9:00 AM Regular Meeting | Chambers
- June 8 – WBC Broadband Meeting | 9:00 AM | Gillette College Main Building – Room 120
- June 8 – Public Land Board Quarterly Meeting | 6:00 PM | CAM-PLEX Energy Hall
- June 15 – Lodging Tax Board Quarterly Meeting | 3:00 PM | CAM-PLEX Energy Hall
- June 19 – Directors Meeting | 1:30 PM | Chambers
- June 19 – Campbell County Budget Hearing FY2023-2024 | 6:00 PM | Chambers
- June 20 - 8:00 AM Board Briefing | 9:00 AM Regular Meeting & Budget Adoption FY2023-2024 | Chambers
- June 26 – Library Board Meeting Quarterly | 4:30 PM | Library
- June 27 – Veterans Breakfast | 8:00 AM | Senior Center
- July 3 – CANCELLED Elected Official Lunch | Noon | Chambers
- July 3 – CANCELLED Directors Meeting | 1:30 PM | Chambers
- July 4 – Independence Day | Courthouse Closed
- July 5 - 8:00 AM Board Briefing | 9:00 AM Regular Meeting | Chambers

Workshop was held with Dru Consulting.

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

Executive Session was held.

There being no further business to come before the Commissioners, the meeting was adjourned at 5:27 PM.

Next Directors Meeting to be held July 19, 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
June 5, 2023
Gillette, Wyoming

Special Meeting/Budget Workshop

The Campbell County Board of Commissioners met for a Budget Workshop to review proposed budgets for Special Districts, Monday, June 5, 2023, at 9:00 AM.

Present were Colleen Faber, Jim Ford, Butch Knutson, Kelley McCreery, Del Shelstad Commissioners; Denton Knapp, Commissioners Executive Director; Kyle Ferris, Deputy County Attorney; Cindy Lovelace, County Clerk; Shannon Ireland, Chief Deputy County Clerk; Sandra Beeman, Commissioners Administrative Coordinator; Leslie Perkins, Public Information Officer; Michelle Leiker, Elections Coordinator; Rachel Knust, Treasurer; Darcy Goni, Treasurer Accounting Manager; Troy Clements, Assessor.

Members of the Campbell County Weed and Pest Board presented their proposed FY2023-2024 budget to the Board of Commissioners. Discussion was held.

Members of the Campbell County Community Public Recreation District Board presented their proposed FY2023-2024 budget to the Board of Commissioners. Discussion was held.

Members of the Campbell County Cemetery District Board presented their proposed FY2023-2024 budget to the Board of Commissioners. Discussion was held.

No action was taken by the Board. There being no further business to come before the Board of Commissioners, the meeting was adjourned at 11:24 AM.

_____
Cindy Lovelace, County Clerk
Board of County Commissioners

_____
Colleen Faber, Chairman
Board of County Commissioners

Office of County Commissioners
June 6, 2023
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, June 6, 2023. Chairman Faber called the meeting to order at 9:00 AM. Deacon Kim Carroll from St. Matthew's Catholic Church 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; Shannon Ireland, Chief Deputy Clerk; Denton Knapp, Commissioners Executive Director; Kyle Ferris, Deputy County Attorney.

The following consent agenda was presented:
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 POSITION 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

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

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 & 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

SOLE SOURCE PURCHASE AMENDEMENT
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

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

AAA Solution	Vehicle/Equip Repair/Maint	$3,475.53
Action Energy Serv	Cap Outlay-Bldgs Improv	$26,485.00
Action Lock Key	Bldg Maint, Supplies	$450.10
AdBay Com	County Matching Market Grant	$1,825.00
Advance Auto Parts	Vehicle/Equip Repair/Maint	$34.99
Alignment Pros	Vehicle/Equip Repair/Maint	$296.25
Alldata	Electronic Materials	$1,500.00

Alsco	Janitorial Services	$166.29
Amazon Capital Svc	Fed Op Grant HlthWelCult Rec, Supplies, Postage & Freight, Vehicle/Equip Repair/ Maint	$16,626.68
AMBI Mail	Postage & Freight	$6,318.04
American Family Life	General Fund	$32.38
American Millennium	Comm/Net Exp	$56.55
American State Local	Assn Dues, Fees and Licensure	$226.00
American Welding	Supplies, Tools	$347.27
Animal Medical Cntr	Law Enforcement Supplies	$130.50
Apex Mechanical	Cap Outlay-Bldgs Improv	$37,621.40
Archer, Tracey L.	Postage & Freight	$84.45
Architectural Spec	Bldg Maint	$5,019.81
Arete Design Group	Cap Outlay-Bldgs Improv	$1,273.74
Arrow Printing Grap	Supplies, Pub Relations/Promos	$695.00
Associated Glass	Bldg Maint	$474.25
ATT Airport	Comm/Net Exp	$175.55
ATT Childrens Devel	Fed Op Grant HlthWelCult Rec	$135.48
ATT Emergency Mgmt	Comm/Net Exp	$165.14
ATT Park Recreation	Comm/Net Exp	$232.58
Autozone	Supplies, Vehicle/Equip Repair/Maint	$627.25
Axis Forensic Tox	Radiology,Lab,Tox Services	$365.00
Background Invest	Spec Event/Prog Cost	$54.90
Badger State Recover	Pro Services	$235.41
Bailey Jr., Ernest G	State Op Grant Pub Safety	$53.52
Baker, Lacey G.	Reimb Exp	$429.49
Bargreen Ellingson	Postage & Freight	$65.54
Basin Radio Network	County Matching Market Grant, Public Relations/Promos	$893.20
Bauder, Trena R.	Fed Op Grant HlthWelCult Rec	$29.05
Beacon Athletics	Supplies	$274.00
Bears Naturally	1% Youth Programs/Equip	$53.19
Becker Arena Product	Bldg Maint	$1,659.80
Beeman, Chad R.	EE Dev Meet Air Meal Lodg	$331.43
Bennett Weber Hermst	Prof Srvcs	$25,170.00
Betenson, William	Spec Event/Prog Cost	$650.65
Bibliotheca	Ins Claims Exp	$1,315.14
Big D Oil Company	Fuel	$54.69
Big Horn Tire	Vehicle/Equip Repair/Maint, Tires	$2,884.70
Bighorn Hydraulics	Supplies, Vehicle/Equip Repair/Maint	$120.50
Black Diamond Inves	Spec Event/Prog Cost	$180.00
Black Hills Chemical	Postage & Freight	$336.32
Black Hills Pioneer	County Matching Market Grant	$724.00
Blackstone Audio	Non-Print Materials	$1,502.02
Bob Barker Company	Inmate Supplies	$889.95
Bobcat Of Gillette	Vehicle/Equip Repair/Maint	$56.72

Bomgaars	Supplies, Bldg Maint, Clothing/Uniforms, Tools, Spec Event/Prog Cost	$3,006.71
Boot Barn	Spec Event/Prog Cost	$450.00
Border States Elec	Bldg Maint, Supplies	$969.43
Boys Girls Club Cc	1% Hum Serv & Extern Sub Ab	$4,237.00
Brown Kennedy Ranch	Royalty Payments/Easements	$358.40
Buffalo Bulletin	Books and Printed Materials	$45.00
Buffalo Porta Potty	Vehicle/Equip Repair/Maint	$125.00
Buggy Bath Car Wash	Vehicle/Equip Repair/Maint	$200.00
Burns McDonnell Eng	Reclamation/Remediation/Cmp	$12,952.13
Car Knack	Supplies	$2,454.00
Cardio Partners Inc	Fed Op Grant HlthWelCult Rec	$39.50
Carr, Joli A.	Fed Op Grant HlthWelCult Rec	$115.94
Carrolls Upholstery	Bldg Maint	$409.00
Cash Wa Distributing	Food Service and Supplies	$12,354.02
Casper Natrona Airp	EE Dev Meet Air Meal Lodg	$2,450.00
Casper Star Tribune	Books and Printed Materials	$885.00
CBH Co Op	Bldg Maint, Vehicle/Equip Repair/Maint, Tools, Fuel	$837.23
CC Chamber Of Commer	Public Relations/Promos, Wellness Prog, Volunteer Recog, EE Dev Meet Air Meal Lodg	$1,225.00
CC Circuit Court	Investigation and Trial	$5.00
CC Conservation Dist	1% Youth Programs/Equip	$1,200.00
CC Dist Crt Rev Wit	Jurors & Witness Fees	$3,461.22
CC Health Misc	Radiology,Lab,Tox Services Wellness Prog	$1,204.78
CC Health Patient	Med Services/Claims	$21,839.74
CC Predatory Animal	1% Hum Serv & Extern Sub Ab	$18,181.50
CC Public Health	Spec Event/Prog Cost	$250.00
CC Public Land Brd	Spec Event/Prog Cost, CAM-PLEX Operations	$373,630.25
CC School Dist Coop	Fed Op Grant HlthWelCult Rec, Office/Comp Supplies	$1,661.53
CC Weed Pest	Road Materials	$505.09
CDW Government	Cap Outlay-Comp/Tech Equip	$1,385.33
Cedar Rapids Tire	Vehicle/Equip Repair/Maint	$353.39
CEM Aquatics	Cap Outlay-Bldgs Improv	$5,600.00
CEM Sales & Service	Bldg Maint	$99.12
Center Point Large	Books and Printed Materials	$281.64
Centurylink Long Dis	Comm/Net Exp	$630.04
Centurylink Phone	Comm/Net Exp	$19,481.25
Certified Lab	Postage & Freight	$236.44
Charter Comm Cable	Media/Subscriptions/Periodical, Comm/Net Exp, Utilities	$2,025.20
Childplus Software	Fed Op Grant HlthWelCult Rec	$3,400.00
City Gillette Misc	Pro Services, Comm/Net Exp, Office Equip Maint Contracts	$3,330.00

City Gillette Util	Fed Op Grant Pub Works, Utilities, Comm/Net Exp	$89,937.84
Clear Creek Counsel	State Op Grant Pub Safety	$510.00
CNA Surety	Pro Liability Ins	$1,008.60
Coast Coast Solut	Spec Event/Prog Cost	$269.45
Coca Cola Bottling	Supplies	$420.00
Cole Sports	Spec Event/Prog Cost	$768.00
Collection Prof	Pro Services	$265.94
Collins Commun	Bldg Maint, Pro Services, Vehicle/Equip Repair/Maint	$4,495.68
Contractors Supply	Ins Claims Exp, Supplies, Bldg Maint, Tools, Postage & Freight	$7,814.72
Cordant Health Solut	State Op Grant Pub Safety, Spec Event/Prog Cost, Med Services/Claims	$1,523.70
Coremr	Software Cost (Subs/Maint)	$500.00
Corporate Traditions	Recognition, Apprec Awards	$2,550.00
Corrisoft	Electronic Monitoring	$283.00
Council Commnity Svc	1% Hum Serv & Extern Sub Ab, Fed Op Grant HlthWelCult Rec	$10,432.47
Counseling Connect	1% Hum Serv & Extern Sub Ab	$2,700.00
Craig Distributing	Office/Comp Supplies	$67.36
Crum Electric Supply	Bldg Maint	$1,774.44
Cue Health	Fed Op Grant HlthWelCult Rec	$2,911.05
Cummins Sales Svc	Vehicle/Equip Repair/Maint	$4,361.15
Curry Garage Door	Bldg Maint	$263.00
Custom Graphix Signs	Misc Exp	$672.00
Dads Truck And Auto	Pro Services	$140.00
Delta Wye	Bldg Maint	$765.00
Demco	Postage & Freight	$2,296.18
Denver Industrial	Mach/Vehicle/Equip Lease Rent	$4,271.25
Design Construction	Pro Services	$2,115.00
Discount Tire	Tires	$950.00
DMC Wear Parts	Postage & Freight	$1,839.42
Douglas Budget	County Matching Market Grant	$600.00
Draggin Towing	Pro Services	$275.00
DRU Consulting	Pro Services	$1,349.11
Dustbusters Enter	1% CO Rd Main & Pave Mgmt	$259,432.58
Dynamic Controls	Bldg Maint	$1,970.00
Edwards, Kalean A.	Supplies	$18.46
Edwards, Sue	Pro Services	$210.00
Elm Usa	Postage & Freight	$288.56
ELocalLink	County Matching Market Grant	$6,500.00
Employment Testing	EE Dev Meet Air Meal Lodg, Employment Testing/Background	$1,903.00
Energy Cap Econ Dev	EE Dev Meet Air Meal Lodg	$25,750.00
Energy Capt Econ Fou	Pub Relations/Promos	$125.00

EX Thirty Five Creat	Fed Op Grant HlthWelCult Rec	$800.00
Expresso Lube	Vehicle/Equip Repair/Maint	$1,149.25
Family Health	Med Services/Claims	$7,362.00
Farmer Brothers Co	Food Service and Supplies	$649.80
Fastcase	Law Library	$275.00
Fastenal Company	Vehicle/Equip Repair/Maint, Tools	$359.73
Federal Express	Postage & Freight	$55.69
FIB Mstrcrd Airport	EE Dev Meet Air Meal Lodg	$1,145.37
FIB Mstrcrd Library	Postage & Freight	$1,694.17
FIB Mstrcrd Park Rec	Postage & Freight	$4,294.07
Firemaster	Supplies, Pro Services, Vehicle/Equip Repair/Maint, Bldg Maint	$5,842.50
First Natl Bnk Visa	EE Dev Meet Air Meal Lodg, Investigation and Trial, Spec Event/Prog Cost, Board and Committee Exps, Wellness Prog, Postage & Freight, State Op Grant Pub Safety, Pub Relations/Promos, Fuel	$43,886.58
FlowTech Fueling	Vehicle/Equip Repair/Maint	$1,228.48
Floyds Truck Center	Postage & Freight	$1,625.98
Flying Phoenix Corp	1% Youth Program/Equip Capital	$28,996.62
Flying S Title Escrw	Cap Outlay-Land Improv/Parks	$250.00
Focus Health Group	Fed Op Grant HlthWelCult Rec	$340.00
Fremont Motor Casp	Cap Outlay - Vehicles	$84,374.00
Fry, Kimberly D.	Spec Event/Prog Cost	$142.53
Fun Express	Spec Event/Prog Cost	$318.91
Gale Cengage Learn	Books and Printed Materials	$999.61
Gillette Abuse Refug	1% Hum Serv & Extern Sub Ab	$6,041.60
Gillette Comm Colleg	Supplies, EE Dev Meet Air Meal Lodg	$110.00
Gillette News Record	Pro Services, County Matching Market Grant, Advert/Publication/LegalNotice, Fed Op Grant HlthWelCult Rec, Books and Printed Materials, Pub Relations/Promos, Cap Outlay-Land Improv/Parks,	$9,530.30
Gillette Printing	Supplies, Printing/Spec Forms/Archiving	$1,425.21
Gillette Reprod Hlth	Fed Op Grant HlthWelCult Rec	$3,775.00
Gillette Steel	Vehicle/Equip Repair/Maint, Bldg Maint	$863.00
Gillette Transport	Vehicle/Equip Repair/Maint	$110.00
Gillette Winsupply	Supplies, Bldg Maint	$1,682.62
Git R Done Site Svc	Supplies, CCJPFB Maint	$1,075.00
Glaser, Jane C.	EE Dev Meet Air Meal Lodg	$38.65
Global Heat Transfr	Vehicle/Equip Repair/Maint	$384.71
Global HR Research	Med Supplies	$1,508.00
Golden West Tech	Software Cost (Subs/Maint), Fed Op Grant HlthWelCult Rec	$1,142.75
Govens Farm Ranch	1% Youth Programs/Equip Janitorial Supplies	$14,357.30

GPS Industries	Pro Services	$44,120.00
Grainger	Vehicle/Equip Repair/Maint	$63.04
Greasewood Water	Road Materials	$431.30
Grossenburg Implemnt	Vehicle/Equip Repair/Maint	$1,514.34
Hakert, Richard J.	Royalty Payments/Easements	$2,247.60
Harmony Artists	Spec Event/Prog Cost	$2,000.00
Hatcher, Jamie A.	Med Services/Claims	$100.00
Hawkins	Utilities, Supplies	$6,932.77
Hgtv Magazine	Books and Printed Materials	$29.97
High Plains Press	Merch/Supplies for Resale	$203.32
Hillcrest Auto Body	Vehicle/Equip Repair/Maint	$2,629.21
Holiday Inn Ex Landr	EE Dev Meet Air Meal Lodg	$294.00
Homax Oil Sales	Fuel, Lubricants	$167,851.17
Home Depot Extension	Spec Event/Prog Cost	$370.69
Home Depot Maint	Cap Outlay-Bldgs Improv	$118.97
Home Depot Parks Rec	Tools	$53.70
Home Depot Sheriff	Investigation and Trial	$250.48
Home Fire Foods	Board and Committee Expenses, EE Dev Meet Air Meal Lodg	$364.25
Honnen Equipment	Supplies, Vehicle/Equip Repair/Maint	$40,742.75
Horning Horning McG	Legal and Court Costs	$1,350.00
Houchen Bindery	Postage & Freight	$53.30
HUB International	Assn Dues, Fees and Licensure	$42.00
Hubbard, Kelly S.	EE Dev Meet Air Meal Lodg	$73.37
Humphrey Law	Legal and Court Costs	$11,180.11
IBM Corp	OfficeEquip/Computer/TechLease	$17,800.45
Idler, Haley R.	EE Dev Meet Air Meal Lodg	$55.02
Inland Truck Parts	Vehicle/Equip Repair/Maint, Postage & Freight	$3,615.43
Interstate Batt BH	Vehicle/Equip Repair/Maint	$134.95
Intrinsic Interventi	State Op Grant Pub Safety, Postage & Freight	$4,317.00
It Outlet	Cap Outlay-Bldgs Improv	$8,538.21
J D Power Online	Software Cost (Subs/Maint)	$5,830.00
James Tire Service	Tires	$516.40
Jims Heating Ac Ref	Pro Services	$3,840.00
Jirdon Agrichemical	Landscaping Supplies	$9,552.00
Johnstone Supply	Bldg Maint	$364.57
Kanopy	Electronic Materials	$309.00
Kapco	Postage & Freight	$3,489.09
Kaplan Early Learn	Fed Op Grant HlthWelCult Rec	$5,279.20
Keyhole Broadcasting	County Matching Market Grant	$252.00
Kimball Midwest	Vehicle/Equip Repair/Maint	$688.69
Knecht Home Center	Bldg Maint	$123.53
Knife River	Grounds Maint	$2,134.50
KSLT KLMP KTPT	County Matching Market Grant	$330.00
Kuchler, Joseph W.	Fed Op Grant HlthWelCult Rec	$24.89
Lakeway Lube Auto	Vehicle/Equip Repair/Maint	$423.70

Landons Greenhouse	Landscaping Supplies	$864.40
Langone, Anthony S.	Vehicle/Equip Repair/Maint	$52.00
Language Line Sol	Pro Services	$21.60
Lerner Publishing	Postage & Freight	$272.92
Les Schwab Tires	Vehicle/Equip Repair/Maint	$358.92
Liberty Law Offices	Legal and Court Costs	$1,796.95
Library Foundation	Postage & Freight	$872.88
Library Market	Software Cost (Subs/Maint)	$2,000.00
Linneman, Clinton G	EE Dev Meet Air Meal Lodg	$41.11
Little Sprouts	Pro Services	$810.00
Little Tikes Daycare	Pro Services	$115.00
Longs Plumbing Heat	Cap Outlay-Bldgs Improv	$3,230.00
Lookout Books	Books and Printed Materials	$527.72
Lowe Roofing	Bldg Maint	$473.50
Lynns Auto Repair	Postage & Freight	$4,210.26
Lyon, James H.	State Op Grant Pub Safety	$34.64
Manning Wrecker Svc	Pro Services	$300.00
Marco Technologies	Cap Outlay-Bldgs Improv	$8,671.90
Marcum, David	Spec Event/Prog Cost	$395.00
Mark Thomas Company	Supplies	$188.00
McColley, Jesse J.	Misc Exp	$60.00
Mckesson Med Surgic	Med Services/Claims	$1,131.60
McMahon, Pamela K.	Legal and Court Costs	$334.75
McRae, Ashley D.	Fed Op Grant HlthWelCult Rec	$399.55
Means First Ext Ws	Utilities	$178.03
Mechanical Design	Cap Outlay-Bldgs Improv	$3,291.00
Medical Arts Lab	Med Services/Claims	$5,913.00
Menards Airport	Supplies	$135.50
Menards CDS	Supplies	$459.98
Menards Extension	Furn/Equi Repair & Maint	$584.46
Menards Fleet	Vehicle/Equip Repair/Maint	$277.22
Menards Landfill	Supplies	$189.16
Menards Library	Spec Event/Prog Cost	$79.98
Menards Maintenance	Janitorial Supplies	$639.60
Menards Museum	Supplies	$29.17
Menards Park Rec	Wellness Prog, Janitorial Supplies	$1,292.21
Menards Road Bridge	Supplies	$739.26
Menards Sheriff	Tools	$146.00
Merck Sharp Dohme	Med Supplies	$7,902.23
MFAC	Spec Event/Prog Cost	$339.00
Michael, Courtney	EE Dev Meet Air Meal Lodg	$45.41
Midamerica Books	Books and Printed Materials	$401.10
Midland Implement Co	Cap Outlay - Equipment, Supplies	$115,285.99
Midwest Connect	Postage & Freight	$132.00
Midwest Tapes	Supplies	$1,740.29
Mitchell McCormick	Software Cost (Subs/Maint)	$373.25

Montana School Equip	Bldg Maint	$650.00
Monument Health	Med Services/Claims	$922.00
Moore, Irene	EE Dev Meet Air Meal Lodg	$62.68
Moore, Kenadee	EE Dev Meet Air Meal Lodg	$39.96
Moore, Madison	EE Dev Meet Air Meal Lodg	$49.74
Morgan, Tobey J.	Janitorial Services	$200.00
Motor Power Casper	Postage & Freight	$705.52
Motorola Solut	Comm/Net Exp, Office/Comp Supplies	$5,297.28
Music Service Center	Bldg Maint	$199.00
Naramore, James J Md	Med Services/Claims	$1,000.00
National Sheriffs	Assn Dues, Fees and Licensure	$142.00
Nelson Auto Glass	Vehicle/Equip Repair/Maint	$1,947.80
New Horizons Psych	State Op Grant Pub Safety	$947.45
Norco	Fed Op Grant HlthWelCult Rec, Supplies	$11,907.75
North Star Leasing	Vehicle/Equip Repair/Maint	$188.00
North Star Lighting	Cap Outlay - Vehicles	$2,200.00
Northern Tool Equip	Postage & Freight	$5,468.25
Novus Auto Glass	Vehicle/Equip Repair/Maint	$375.00
OAG Flightview	County Matching Market Grant	$635.00
Octane Garage	Vehicle/Equip Repair/Maint	$1,838.13
ODP Business Solutio	Supplies	$6,549.27
Office Shop	Office Equip Maint Contracts, Supplies	$309.47
OMNI Digital Prod	1% Youth Programs/Equip	$3,525.00
One Call Wyoming	Reclamation/Remediation/Cmp	$0.75
Optum Flex	Pro Services	$176.25
Optum HSA	Pro Services	$1,101.75
Oreilly Auto Parts	Vehicle/Equip Repair/Maint	$320.09
Overdrive	Electronic Materials	$6,419.27
Overhead Door Co	Bldg Maint	$238.80
Paintbrush Services	Buildings/Office Lease/Rent, Spec Event/ Prog Cost, Bldg Maint, Vehicle/Equip Repair/Maint	$3,237.89
Penworthy Company	Books and Printed Materials	$1,172.27
Pepsi Of Gillette	Recognition, Apprec Awards	$25.25
Personal Frontiers	1% Hum Serv & Extern Sub Ab, Fed Op Grant HlthWelCult Rec	$11,284.28
Pete Lien Sons	Road Materials	$639.90
Peterbilt Of Wyoming	Vehicle/Equip Repair/Maint	$399.79
PFM Asset Management	Pro Services	$9,081.62
Pharmchem	Med Supplies	$1,022.40
Piekkola, Sena M	EE Dev Meet Air Meal Lodg	$22.93
Plainsman Printing	Postage & Freight	$1,008.34
Playaway Products	Non-Print Materials	$653.46
PMCH	Pro Services	$2,133.00
Pokeys Bbq Smoke	Misc Exp	$1,080.00
Powder River Const	Insurance Claims Expense, Cap Outlay-	

	Rd Bridge Runwy	$71,980.44
Powder River En Utl	Utilities, Comm/Net Exp	$22,285.17
Powder River Exam	County Matching Market Grant	$120.00
Powder River Heating	Bldg Maint	$1,291.10
Powder River Worksaf	Spec Event/Prog Cost	$287.00
Power Equipment Co	Postage & Freight	$1,306.67
Premier Biotech	Postage & Freight	$1,435.96
Prime Rib Restaurant	Board and Committee Expenses	$459.80
Proelectric	Vehicle/Equip Repair/Maint	$1,111.49
Psi Digital Imaging	Supplies	$838.80
Public Safety Group	EE Dev Meet Air Meal Lodg	$136.00
Purvis Industries	Vehicle/Equip Repair/Maint, Bldg Maint, Postage & Freight, Grounds Maint	$2,306.61
Qdoba Mexican Grill	Board and Committee Expenses	$245.00
Quill Corporation	Supplies	$427.74
Quinn, Kami	EE Dev Meet Air Meal Lodg	$47.07
Ram Computer Supply	Office Equip Maint Contracts, Postage & Freight	$1,577.57
Ramkota Hotel Caspr	EE Dev Meet Air Meal Lodg	$837.00
Rapid Fire Protect	Bldg Maint	$1,335.00
Razor City Rental	Supplies, Vehicle/Equip Repair/Maint	$528.08
RB Services	Bldg Maint	$720.00
Record Supply	Vehicle/Equip Repair/Maint, Supplies, Bldg Maint, Tools, EE Dev Meet Air Meal Lodg	$4,665.62
Recreation Supply	Supplies	$903.26
Remme, Katie L.	Postage & Freight	$25.00
Reynolds, Mandy M.	Spec Event/Prog Cost	$154.24
Ricardos Cleaning	Janitorial Supplies	$2,880.00
Riley, Kim L	EE Dev Meet Air Meal Lodg	$29.00
Rocky Mtn Business	Misc Exp, Investigation and Trial, Office Equip Maint Contracts, Supplies, OfficeEquip/Computer/TechLease, Pro Services	$2,963.66
Rocky Mtn Fire Sys	Pro Services	$1,584.00
Roemer	Fed Op Grant HlthWelCult Rec	$32,918.24
Rogue Fitness	Supplies	$1,901.00
Rowman Littlefield	Postage & Freight	$115.00
Sams Land	Royalty Payments/Easements	$1,135.20
Sams, Micky L.	Comm/Net Exp	$1.00
Sanofi Pasteur	Med Supplies	$8,421.47
Saracione, Rebecca R	EE Dev Meet Air Meal Lodg	$70.74
Schaeffer Manuf	Lubricants	$592.44
Schurtz, Jessica R.	EE Dev Meet Air Meal Lodg	$104.80
Schutz Foss Archit	Cap Outlay-Bldgs Improv	$14,200.03
Scott Brothers Elec	Insurance Claims Expense	$7,922.90
Second Chance Minist	1% Hum Serv & Extern Sub Ab	$210.25
Secor	Road Materials	$12,194.00

Sentinel Industries	Vehicle/Equip Repair/Maint	$180.00
Sentinel Offender	Electronic Monitoring, State Op Grant Pub Safety	$157.50
Servall Uniform	Clothing/Uniforms	$1,143.90
Sherwin Williams	Cap Outlay-Bldgs Improv	$272.68
Siegel, Angela L	Assn Dues, Fees and Licensure	$60.00
Sign Boss	Vehicle/Equip Repair/Maint	$250.00
Signing Savvy	Electronic Materials	$500.00
Simpsons Printing	Supplies, Pub Relations/Promos	$1,070.00
Sir Speedy	Med Supplies	$209.51
Smith Psychological	Employment Testing/Background	$800.00
Snow Crest Chemicals	Bldg Maint	$6,570.07
Source Office Tech	Supplies	$2,706.42
Southland Medical	Supplies	$55.75
Spencer Fluid Power	Supplies	$19.29
Spencer, Kathleen D.	Assn Dues, Fees and Licensure	$25.00
Sportsmith	Bldg Maint	$105.04
Stanard Associates	Books and Printed Materials	$1,696.00
Step Stone Counselin	Med Services/Claims, State Op Grant Pub Safety	9,392.95
Stericycle	Fed Op Grant HlthWelCult Rec	$267.75
Stotz Equipment	Supplies	$488.43
Summit Fire Protect	Bldg Maint	$376.25
Summit Food Services	Misc Exp	$143.87
Sundahl Powers Kapp	Insurance Claims Expense	$1,876.08
Sundance Times	County Matching Market Grant	$650.00
Surf N Suds	Med Supplies	$22.68
T J Electric	Cap Outlay-Bldgs Improv	$4,290.00
Taste Of Home	Postage & Freight	$35.98
TD Invest Rainlocker	Vehicle/Equip Repair/Maint	$270.93
TD Invest Winland	Vehicle/Equip Repair/Maint	$33.05
Temperature Tech	CCJPFB Maintenance	$275.00
That Embroidery Plac	Clothing/Uniforms	$16.00
The Grease Barrel	Vehicle/Equip Repair/Maint	$1,021.44
The Range	Board and Committee Expenses	$85.97
Thomson Reuters West	Media/Subscriptions/Periodical	$908.74
Thunder Basin Ford	Vehicle/Equip Repair/Maint	$89.84
Thyssenkrupp Elevat	CCJPFB Maintenance	$525.36
Torgersons	Vehicle/Equip Repair/Maint, Postage & Freight	$1,345.59
Total Construction	Royalty Payments/Easements	$60.00
Tower Communication	Vehicle/Equip Repair/Maint	$1,630.00
Trinity Consultants	Local Cap Grant Gen Gov	$445.50
Trinity Services Grp	Food Service and Supplies	$43,817.23
Tru Tech Products	Supplies, Bldg Maint	$139.66
True Colors	EE Dev Meet Air Meal Lodg	$2,000.00
True West Publishing	Pub Relations/Promos	$475.00
Two Guys Deco	Bldg Maint	$1,033.36

TWS Trucking Service	Grounds Maint	$5,460.00
Tyler Tech	Pro Services, Software Cost (Subs/Maint)	$20,878.76
U S Post Treasurer	Postage & Freight	$332.00
Uline	Postage & Freight	$517.18
Unique Management	Office Equip Maint Contracts	$133.90
United Parcel Serv	Postage & Freight	$83.91
Universal Athletic	Supplies, Spec Event/Prog Cost	$1,446.47
Urbin Law Office	Legal and Court Costs	$1,436.80
Van Ewing Const	Bldg Maint, Cap Outlay-Bldgs Improv	$309,710.55
Vasco Electronics	Fed Op Grant HlthWelCult Rec	$738.00
Verizon Adlt Drg Crt	Comm/Net Exp	$145.76
Verizon Emergcy Mgmt	Comm/Net Exp	$38.52
Verizon Fair	Comm/Net Exp	$50.48
Verizon Juv Prob	Comm/Net Exp	$248.90
Verizon Public Hlth	Comm/Net Exp	$251.54
Verizon Public Works	Comm/Net Exp	$581.44
Verizon Sheriff	Comm/Net Exp	$4,828.76
Vermont Systems	Office Equip Maint Contracts	$1,675.00
Veto Enterprises	Cap Outlay - Vehicles	$19,386.94
Visionary Broadband	Comm/Net Exp	$6,992.52
Visitation Advocacy	1% Hum Serv & Extern Sub Ab	$2,909.18
Vista Leasing Co	OfficeEquip/Computer/TechLease, Office Equip Maint Contracts, Pro Services	$6,101.80
Vital Records Cont	Pro Services	$200.00
Walmart Children Dev	Pub Relations/Promos	$1,533.01
Walmart Dist Crt	Jurors & Witness Fees	$83.00
Walmart Extension	Spec Event/Prog Cost	$701.36
Walmart Juvenile Fam	State Op Grant Pub Safety	$254.04
Walmart Library	Supplies	$1,245.31
Walmart Museum	Spec Event/Prog Cost	$374.52
Walmart Park Rec	Spec Event/Prog Cost	$360.37
Walmart Public Hlth	Vehicle/Equip Repair/Maint	$36.88
Walmart Public Works	Vehicle/Equip Repair/Maint	$139.84
Walmart Sheriff	Office/Comp Supplies	$24.94
Waste Connections	Fed Op Grant Pub Works, Fed Op Grant HlthWelCult Rec, Utilities	$3,232.19
Water Guy	Pro Services	$1,854.00
Western States Ranch	Spec Event/Prog Cost	$100.00
Western Stationers	Investigation and Trial, Supplies	$10,568.02
Western Waste Sol	Utilities	$991.50
Weston Co Gazette	County Matching Market Grant	$42.00
Westwood Pharmacy	Med Services/Claims	$4,230.75
Wex Fleet Universal	Fuel	$446.90
Whites Energy Motors	Cap Outlay - Vehicles	$3,082.49
Whites Frontier Mtrs	Vehicle/Equip Repair/Maint	$156.45
Whole Life Counsel	Fed Op Grant HlthWelCult Rec	$1,800.00

Work Warehouse	Clothing/Uniforms, Spec Event/Prog Cost	$730.48
Wright Community	1% Hum Serv & Extern Sub Ab	$4,551.45
Wright Water Sewer	Utilities	$513.50
WY Family Serv Gil	Reimbursement Exp	$25.00
WY Buffalo Company	Merch/Supplies for Resale	$303.40
Wy County Assesr Asn	EE Dev Meet Air Meal Lodg	$310.00
WY Dept Health Prevt	Med Supplies, Med Services/Claims	$689.00
WY Enterprise Tech	Office Equip Maint Contracts	$42.29
WY Enviro Qual Shwm	1% Solid Waste Oper.	$3,748.62
Wy Livestock Roundup	Pub Relations/Promos	$1,016.00
WY Retirement Life	Payroll Deduction	$528.00
WY Sec State Notary	Assn Dues, Fees and Licensure, EE Dev Meet Air Meal Lodg	$120.00
WY State Library	Pro Services	$10,814.59
Wyo Law Enf Chapln	EE Dev Meet Air Meal Lodg	$200.00
Wyo Police Svc Dog	Law Enforcement Supplies	$240.00
Wyoming Machinery	Vehicle/Equip Repair/Maint	$49,606.42
Wyoming Water Sol	Supplies, Postage & Freight, EE Dev Meet Air Meal Lodg, Bldg Maint, Pro Services	$957.35
Y Tex	Supplies	$806.50
Youth Emergency Serv	1% Hum Serv & Extern Sub Ab, State Op Grant Pub Safety, Pro Services	$28,703.98
Z Mill	Mach/Vehicle/Equip Lease Rent	$1,000.00
Zoho Corporation	Software Cost (Subs/Maint)	$1,199.00

Commissioner Ford moved the Board approve the vouchers as presented. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Commissioner Shelstad presented the Commission Calendar of Events.

- June 8th – WBC Broadband Meeting | 9:00 AM | Gillette College Main Building – Room 120
- June 8th – Public Land Board Quarterly Meeting | 6:00 PM | CAM-PLEX Energy Hall
- June 15th – Lodging Tax Board Quarterly Meeting | 3:00 PM | CAM-PLEX Energy Hall
- June 19th – Directors Meeting | 1:30 PM | Chambers
- June 19th – Campbell County Budget Hearing FY2023-2024 | 6:00 PM | Chambers
- June 20th – 8:00 AM Board Briefing | 9:00 AM Regular Meeting & Budget Adoption FY2023-2024 | Chambers
- June 20th – Museum Board Quarterly Meeting | 6:00 PM | Rockpile Museum
- June 26th – Library Board Quarterly Meeting | 4:30 PM | Library
- June 27th – Veterans Breakfast | 8:00 AM | Senior Center
- July 3rd – CANCELED - Elected Officials Lunch
- July 3rd – CANCELED – Directors Meeting
- July 4th – Independence Day | Courthouse Closed
- July 5th – 8:00 AM Board Briefing | 9:00 AM Regular Meeting | Chambers

The Employee Recognition Committee presented Todd Chatfield with the Most Valuable Personnel Award.

The Commissioners recognized Trena Bauder – Children's Developmental Services and Cindy Ewing – Clerk's Office for their years of service to Campbell County and congratulated each for their recent retirement. Cindy Ewing was presented the Challenge Coin for 33 years of employment with Campbell County and Trena Bauder was presented the Challenge Coin for 32 years of employment with Campbell County.

Commissioner McCreery moved the Board approve the submission of the Marketing Grant Application for the marketing campaign at the Northeast Regional Airport, in the amount of $50,000 with a local match of $50,000, as presented. Commissioner Ford seconded the motion. All voted Aye. Motion carried.

Commissioner Knutson moved the Board approve the submission of the Aviation Encouragement Grant Application for costs associated with the Wings and Wheels event at the Northeast Wyoming Regional Airport, in the amount of $2,500, as presented. Commissioner McCreery seconded the motion. All voted Aye. Motion carried.

Commissioner Shelstad moved the Board approve the submission of the NAVAIDS Grant Application for maintenance of the non-federal NAVAIDS at the Northeast Regional Airport, in the amount of $20,804 with a local match of $5,202, as presented. Commissioner Ford seconded the motion. All voted Aye. Motion carried.

Commissioner McCreery moved the Board approve the Contract between Wyoming Department of Health, Public Health Division and Campbell County to ensure additional support for public health preparedness and response by the County Health Officer, in the amount of $10,000 with a ten percent (10%) local match, for the period of July 1, 2023, to June 30, 2024, as presented. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Commissioner Ford moved the Board approve the contract between Wyoming Department of Health, Public Health Division and Campbell County to perform activities for Public Health Crisis Response, in the amount not to exceed $115,000 for the period of July 1, 2023, to June 30, 2024, as presented. Commissioner McCreery seconded the motion. All voted Aye. Motion carried.

Commissioner Shelstad moved the Board approve Amendment One to the Part B Contract between Wyoming Department of Health, Behavioral Health Division and Campbell County to increase the total contact dollar by $143,051.55 to $1,964,712.99, as presented. Commissioner Ford seconded the motion. All voted Aye. Motion carried.

Commissioner Ford moved the Board approve the Contract between the Wyoming Department of Health, Behavioral Health Division and Campbell County Children's Developmental Services to provide early intervention to children ages three (3) through five (5) years with disabilities in the amount of $1,833,532.48 for the period July 1, 2023, to June 30, 2024, as presented. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Commissioner Knutson moved the Board approve Amendment One to the Part C Contract between Wyoming Department of Health, Behavioral Health Division and Campbell County to increase the total contact dollar by $61,779.82 to $787.000.66, as presented. Commissioner McCreery seconded the motion. All voted Aye. Motion carried.

Commissioner Ford moved the Board approve the Contract between the Wyoming Department of Health, Behavioral Health Division and Campbell County Children's Developmental Services to provide early intervention to children ages birth through two (2) years and their families in the amount of $766,751.16 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 District Support Grant for Graceland Improvement & Service District in the amount of $8,550 from Optional One Percent Sales Tax fund for roadbed reconstruction and culverts, as presented. Commissioner Ford seconded the motion. All voted Aye. Motion carried.

Commissioner Shelstad moved the Board approve the District Support Grant for Ward Creek Improvement & Service District in the amount of $4,500 from Optional One Percent Sales Tax fund to finalize formation of the district, as presented. Commissioner Ford seconded the motion. All voted Aye. Motion carried.

Commissioner Shelstad moved the Board approve the Funding Agreement between Wyoming Energy Authority and Campbell County for the T-7 Road Reconstruction in the amount of $1,466,080.60 with the term ending June 30, 2024, as presented. Commissioner McCreery seconded the motion. All voted Aye. Motion carried.

Commissioner Knutson moved the Board approve the Access and Utility Easement between Randy L. Hayden, Rickey R. Hayden and Campbell County for a mutual utility and maintenance easement and access road in between the Old Road & Bridge Building and Hayden Livestock (as depicted in Exhibit A), as presented. Commissioner McCreery seconded the motion. All voted Aye. Motion carried.

Commissioner Ford moved the Board approve funding from the Wyoming Department of Health for the purpose of prevention and treatment for problematic gambling behavior, in the amount of $45,553.22, as presented. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Public Hearing was held concerning the Proposed Chapter 4 Rules Amendment. Commissioner Shelstad moved the Board approve the amendments to Chapter 4 Rules, Regulating Construction as proposed and presented, to be effective immediately upon filing with the County Clerk. Commissioner Ford seconded the motion. All voted Aye. Motion carried.

Commissioner McCreery moved the Board approve the Campbell County Mission, Vision, and Values Policy, Policy Number 1.001, effective June 6, 2023, as presented. Commissioner Knutson seconded the motion. All voted Aye. Motion carried.

Commissioner Ford moved the Board approve the Policy Development and Review, Policy Number 1.002, to establish set standards for the development, approval, and implementation of Campbell County Government Policies, effective June 6, 2023, as presented. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Commissioner Ford moved the Board approve the summary of the Proposed FY2023-2024 Budget for publication as presented and schedule a public hearing on June 19, 2023, at 6:00 PM, as required by W.S. §16-4-109. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Public Comment was given.

Commissioners gave Final Comments. Commissioner Faber advised that today is the 79th Anniversary of D Day.

Commissioner Shelstad moved the Board convene into Executive Session to discuss pending Litigation, personnel matters, and security matters. Commissioner McCreery seconded the motion. All voted Aye. Motion carried.

Executive Session was held.

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 1:04 PM. The next regular meeting of the Commissioners will be held Tuesday, June 20, 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
June 8, 2023
Gillette, WY

The Campbell County Board of Commissioners met with the Campbell County Public Land Board Thursday, June 8, 2023, at 6:00 PM.

Present were Colleen Faber, Jim Ford, Butch Knutson, Kelley McCreery, Commissioners; Cindy Lovelace, County Clerk; Amanda Milnes, Clerks Office Payroll Specialist; Denton Knapp, Commissioners Executive Director; Aaron Lyles, Cam-Plex Director; Tim Carsrud – Gillette City Councilman; and members of the Land Board. Commissioner Del Shelstad was absent from the meeting.

CCPL Board Chairman expressed gratitude to the County and the City for the working together to complete the FY2023-2024 Budget.

Aaron Lyles provided an update on the preparation for the Camporee Event. Discussion was held.

Aaron Lyles provided an update on the 2023 National High School Finals Rodeo. Discussion was held.

CCPL Board member Laura Chapman provided an update on the CAM-PLEX Master Plan. Discussion was held.

There being no further business, the Commissioners left the meeting at 6:52 PM.

_____ _____

Cindy Lovelace, County Clerk
Board of County Commissioners

Colleen Faber, Chairman
Board of County Commissioners

Office of County Commissioners
June 15, 2023
Gillette, WY

The Campbell County Board of Commissioners met with the Lodging Tax Board Thursday, June 15, 2023, at 3:01 PM.

Commissioners arrived at 3:21 PM. Present were Colleen Faber, Del Shelstad, Jim Ford, Butch Knutson, Kelley McCreery, Commissioners; Amanda Milnes, Deputy County Clerk; and members of the Lodging Tax Board.

Jessica Seders, Executive Director gave an update on the Lodging Tax Year End numbers and Year-Over-Year (YOY) comparisons.

Jessica Seders, Executive Director gave an update on the FY 2023-2014 Budget Information and Lodging Tax Grant Awards. Discussion was held on increased revenues.

Jessica Seders, Executive Director gave an update on International Pathfinder Camporee. Discussion was held on publishing a list of community projects for Camporee.

Commissioner Shelstad commended the Board on dealing with the geofencing issues.

Jessica Seders, Executive Director reported on the Coal Mine and Bison Tours, as well as the hours of the Visitor's Centers in Wright and Gillette.

No action was taken by the Commissioners. All Commissioners left the meeting at 3:36 PM.

_____
Amanda Milnes, Deputy County Clerk
Board of Commissioners

_____
Colleen Faber, Commissioner
Board of Commissioners

CLERK OF DISTRICT COURT
MONTHLY STATEMENT
MAY 2023

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

The State of Wyoming } ss.
County of Campbell }

This instrument was filed on the____day of_____ 20_____.

_____
County Clerk

By_____
Deputy

MONTHLY STATEMENT

Statement of the Earnings or Collections of Pamela Merchen as Clerk of District Court within and for the County of Campbell, State of Wyoming, for the month ending **May**, 2023, and reported to the Board of District Court within and for the County of Campbell, State of Wyoming, Cheyenne, WY.

Template	Org	Object	Full Acct	Description	Amount
DIST COURT	100111	43190	1000-10-110-111-0000-43190	MISC FEES	$ 4,555.31
DIST COURT	100111	43200	1000-10-110-111-0000-43200	CIVIL FEE	$ 5,700.00
DIST COURT	100111	43210	1000-10-110-111-0000-43210	PROBATE FEES	$ 2,055.00
DIST COURT	100111	43220	1000-10-110-111-0000-43220	JURY FEES (Restitution of)	$ 600.00
DIST COURT	500552	45000	5000-00-500-552-0000-45000	FINES / Forfietures	$ 5,933.80
DIST COURT	100000	46000	1000-00-000-000-0000-46000	Bond Forfeiture	$ 2,000.00
				Total	$ 20,844.11

Tender Summary:

Cash	Quantity		Total
Coin			
$ 1s		x1	0
$ 5s		x5	0
$ 10s		x10	0
$ 20s		x20	0
$ 50s		x50	0
$100S		x100	0
Other			0
Cash Total			0
Checks	1		
Total			$ 20,844.11
Difference			$ -

STATE OF WYOMING)
)ss
County of Campbell)

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

WITNESS my hand and seal this 5th day of June, 2023

Shawna Stilson, Deputy

Pam Merchen, Clerk

SHERIFF'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

MONTHLY SHERIFF'S STATEMENT

Statement of the collections of **Scott Matheny** as Sheriff 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 of the Board of County Commissioners of said County as required by Wyoming State Statute 18-3-814.

1000-20-050-051-0000-42280	LAW ENFORCEMENT FORFEITURES	$	-
1000-20-050-051-0000-43115	E-911 FEES	$	-
1000-20-050-051-0000-43190	MISC FEES	$	8,582.00
1000-20-050-051-0000-43820	REIMBURSEMENT INCOME	$	86,500.00
1000-20-050-051-0000-46000	MISCELLANEOUS	$	-
1000-20-050-051-0000-49010	TRANSFERS IN FROM 1%	$	-
1000-20-050-052-0000-43190	MISC FEES	$	-
1000-20-050-052-0000-43820	REIMBURSEMENT INCOME	$	-
1000-20-050-052-0000-46000	MISCELLANEOUS	$	-
1000-20-050-053-0000-43090	SHERIFF 24/7 PROGRAM FEES	$	-
1800-20-050-051-0000-43115	E-911 FEES	$	-
3600-20-050-052-0000-43670	RESALE ITEMS	$	-
3600-20-050-052-0000-43680	CONCESSIONS/REVENUE/REIMB	$	-
	COUNTY TREASURY DEPOSIT:	**$**	**95,082.00**

ATTORNEY GENERAL'S OFFICE	SEX OFFENDER REGISTRATION FEES	$	640.00
TOW COMPANIES	TOWING FEES	$	-
CIRCUIT/DISTRICT COURTS	EXECUTIONS	$	-
VARIOUS LAW FIRMS	FORECLOSURE SALES	$	-
VARIOUS OUTSIDE ENTITIES	FORECLOSURE REDEMPTIONS	$	-
REFUND	OVERPAYMENT	$	-
	INTERMEDIARY FUNDS:	**$**	**640.00**

TOTAL:	**$**	**95,722.00**

STATE OF WYOMING

§

COUNTY OF CAMPBELL

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

WITNESS my hand and seal this 31st day of May, 2023.

Sheriff of Campbell County

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 6/20/2023

Title 2023 Airport Marketing Grant

Agency State of Wyoming Department of Transportation - Aeronautics

Recipient Campbell County - Northeast Wyoming Regional Airport

Funding Source State

Federal – CFDA/ALN ☐

State – State grant identifying number ☑ AGC045X

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 $50,000

Summary Grant agreement to market the Northeast Wyoming Regional Airport. 50% match required.

Date of Legal Review No concerns

Date of Risk Management Review No concerns

Approval Signature

Chairman, Coleen Faber

Clerk's Office

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 6/20/2023

Title of Grant Requiring Match: Airport 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
Grant Agreement to market Northeast Wyoming Regional Airport

Clerk's Office Approval

Approval Signature

Chairman, Colleen Faber

Wyoming Airport Improvement Program
Certificate of State Grant-in-Aid

WYOMING DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION
5300 Bishop Boulevard, Cheyenne, WY 82009-3340

The Administrator of the Wyoming Department of Transportation, Aeronautics Division, (hereinafter referred to as the "Division,") does hereby certify that a Grant-in-Aid of state funds for State Project No. AGC045X to CAMPBELL CO (hereinafter referred to as the "Sponsor") has been approved by the Wyoming Aeronautics Commission (hereinafter referred to as the "WAC"), in accordance with Wyoming Statutes §§ 10-3-401 and 10-3-402, for improvements at Gillette - Northeast Wyoming Regional Airport. The WAC is authorized, as a body, to make Grants-in-Aid from state funds for construction and development of Wyoming airports. The Division is the administrative branch for actions taken by the WAC.

The Division will reimburse the Sponsor for a portion of the actual costs incurred in completing said airport construction and development up to a maximum of $50,000.00, or at a rate of Fifty percent (50.00%) of eligible costs, whichever is the lesser.

The Sponsor's minimum share of this project is $50,000.00, or at a rate of Fifty percent (50.00%) of eligible costs.

The description of work to be accomplished is as follows:

2023 Marketing

It is understood by both the WAC and the Sponsor hereto that the participation by the State of Wyoming in this project is contingent upon all of the work listed in the above description of work being performed or caused to be performed by the Sponsor. No item of work shall be added or omitted from this description of work without specific written consent from the WAC in the form of an amendment to the existing grant.

The WAC reserves the right to cancel this Grant if acceptable progress is not undertaken within one hundred eighty (180) days of the date of the Grant, at the WAC's sole discretion.

Each payment obligation of the Division is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available to complete this project, this Agreement may be terminated by the Division. The Division will notify the Sponsor at the earliest possible time should this event occur. No penalty shall accrue to the Division in the event this provision is exercised, and the Division will not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

This Grant was approved by the WAC as a component of the Wyoming Airport Capital Improvement Program as set forth under Wyoming Statute § 10-3-401 et seq.

Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other. The State, its agents, employees and contractors, will be responsible for any percentage of fault that may be attributable to each pursuant to law. The State of Wyoming, the Division, and the WAC do not waive sovereign immunity by entering into this agreement and the Sponsor does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyoming Statute ' 1-39-101, *et seq*., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Grant 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.

In consideration of, and by accepting, funding from the WAC, the Sponsor agrees to the following terms and conditions. These terms and conditions shall remain in full force and effect throughout the useful life of the facilities developed and equipment or land acquired unless there is prior written approval from the Division. Useful life is generally accepted to be a period of twenty (20) years from the date of acceptance of a grant offer. However, in the case of land acquisition, these terms and conditions apply in perpetuity. Failure to comply could result in the WAC pursuing the return of state funds and/or withholding of future funds.

1. State funds awarded through the grant must be used to benefit the public.
2. The Sponsor agrees to operate the airport in accordance with the Division's policies and procedures, and in a safe and efficient manner.
3. Projects will be completed in accordance with contract documents; local codes, rules and regulations; the Division's policies and procedures; and the approved scope.
4. The project must maintain consistency with local plans and consider local interests.
5. Supervision of the construction will be performed actively on-site by a trained project manager/inspector with appropriate and relevant experience.
6. The Sponsor agrees to have a written contractual agreement with the contractor performing work related to the grant.
7. Professional services pertaining to the execution of the grant will be selected via a qualifications-based process that has been pre-approved by the Division.
8. The Sponsor will not permit any person or entity the exclusive right to use airport facilities funded with state funds.
9. The Sponsor will develop and encourage compatible land use around the airport, including acquiring and protecting runway protection zones, in accordance with the approved Airport Layout Plan, to assure that current and future airport airspace is protected.
10. The Sponsor must maintain accurate records of all labor, equipment, and materials for projects funded by the WAC. The Sponsor may be subject to monitoring activities by the Wyoming Department of Transportation, including on-site visits, review of supporting documents, and limited scope audits. The Sponsor shall also permit Division authorized representatives to examine the books, documents, papers, records and accounts of the Sponsor pertaining to the project. The Sponsor shall keep audit reports and audit documents on file for a minimum of three (3) years after the grant is closed.
11. Permit the WAC, or its designee, to use the material prepared in connection with the grant for purposes of record keeping, studies, and other informational purposes.
12. Provide written notification and receive written approval from the WAC prior to the disposition of any airport land purchased with WAC funds. The WAC may require return of state funds used to purchase the property, adjusted to current appraised value.
13. Secure and maintain insurance or otherwise protect against all perils, all equipment, buildings, structures and contents thereof, and other properties purchased with state funds, in accordance with Wyoming Statute 9-2-1016(b)(xi), (xii), & (xiii).

Sponsor's Representative

Title Date

This Grant-in-Aid is duly executed on authority of the Wyoming Aeronautics Commission

Aeronautics Administrator 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

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 6/20/2023

Title 2023 Aviation Encouragement Grant

Agency State of Wyoming Department of Transportation - Aeronautics

Recipient Campbell County - Northeast Wyoming Regional Airport

Funding Source State

Federal – CFDA/ALN ☐

State – State grant identifying number ☑ AGC046X

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 $2,500

Summary Grant agreement to encourage aviation in Wyoming. Costs associated with Wings & Wheels event on July 15th, 2023.

Date of Legal Review No concerns

Date of Risk Management Review No concerns

Approval Signature

Chairman, Coleen Faber

Clerk's Office

Wyoming Airport Improvement Program
Certificate of State Grant-in-Aid

WYOMING DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION
5300 Bishop Boulevard, Cheyenne, WY 82009-3340

The Administrator of the Wyoming Department of Transportation, Aeronautics Division, (hereinafter referred to as the "Division,") does hereby certify that a Grant-in-Aid of state funds for State Project No. AGC046X to CAMPBELL CO (hereinafter referred to as the "Sponsor") has been approved by the Wyoming Aeronautics Commission (hereinafter referred to as the "WAC"), in accordance with Wyoming Statutes §§ 10-3-401 and 10-3-402, for improvements at Gillette - Northeast Wyoming Regional Airport. The WAC is authorized, as a body, to make Grants-in-Aid from state funds for construction and development of Wyoming airports. The Division is the administrative branch for actions taken by the WAC.

The Division will reimburse the Sponsor for a portion of the actual costs incurred in completing said airport construction and development up to a maximum of $2,500.00, or at a rate of One Hundred percent (100.00%) of eligible costs, whichever is the lesser.

The Sponsor's minimum share of this project is $0.00, or at a rate of percent (0.00%) of eligible costs.

The description of work to be accomplished is as follows:

2023 Aviation Encouragement

It is understood by both the WAC and the Sponsor hereto that the participation by the State of Wyoming in this project is contingent upon all of the work listed in the above description of work being performed or caused to be performed by the Sponsor. No item of work shall be added or omitted from this description of work without specific written consent from the WAC in the form of an amendment to the existing grant.

The WAC reserves the right to cancel this Grant if acceptable progress is not undertaken within one hundred eighty (180) days of the date of the Grant, at the WAC's sole discretion.

Each payment obligation of the Division is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available to complete this project, this Agreement may be terminated by the Division. The Division will notify the Sponsor at the earliest possible time should this event occur. No penalty shall accrue to the Division in the event this provision is exercised, and the Division will not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

This Grant was approved by the WAC as a component of the Wyoming Airport Capital Improvement Program as set forth under Wyoming Statute § 10-3-401 et seq.

Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other. The State, its agents, employees and contractors, will be responsible for any percentage of fault that may be attributable to each pursuant to law. The State of Wyoming, the Division, and the WAC do not waive sovereign immunity by entering into this agreement and the Sponsor does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyoming Statute ' 1-39-101, *et seq*., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Grant 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.

In consideration of, and by accepting, funding from the WAC, the Sponsor agrees to the following terms and conditions. These terms and conditions shall remain in full force and effect throughout the useful life of the facilities developed and equipment or land acquired unless there is prior written approval from the Division. Useful life is generally accepted to be a period of twenty (20) years from the date of acceptance of a grant offer. However, in the case of land acquisition, these terms and conditions apply in perpetuity. Failure to comply could result in the WAC pursuing the return of state funds and/or withholding of future funds.

1. State funds awarded through the grant must be used to benefit the public.
2. The Sponsor agrees to operate the airport in accordance with the Division's policies and procedures, and in a safe and efficient manner.
3. Projects will be completed in accordance with contract documents; local codes, rules and regulations; the Division's policies and procedures; and the approved scope.
4. The project must maintain consistency with local plans and consider local interests.
5. Supervision of the construction will be performed actively on-site by a trained project manager/inspector with appropriate and relevant experience.
6. The Sponsor agrees to have a written contractual agreement with the contractor performing work related to the grant.
7. Professional services pertaining to the execution of the grant will be selected via a qualifications-based process that has been pre-approved by the Division.
8. The Sponsor will not permit any person or entity the exclusive right to use airport facilities funded with state funds.
9. The Sponsor will develop and encourage compatible land use around the airport, including acquiring and protecting runway protection zones, in accordance with the approved Airport Layout Plan, to assure that current and future airport airspace is protected.
10. The Sponsor must maintain accurate records of all labor, equipment, and materials for projects funded by the WAC. The Sponsor may be subject to monitoring activities by the Wyoming Department of Transportation, including on-site visits, review of supporting documents, and limited scope audits. The Sponsor shall also permit Division authorized representatives to examine the books, documents, papers, records and accounts of the Sponsor pertaining to the project. The Sponsor shall keep audit reports and audit documents on file for a minimum of three (3) years after the grant is closed.
11. Permit the WAC, or its designee, to use the material prepared in connection with the grant for purposes of record keeping, studies, and other informational purposes.
12. Provide written notification and receive written approval from the WAC prior to the disposition of any airport land purchased with WAC funds. The WAC may require return of state funds used to purchase the property, adjusted to current appraised value.
13. Secure and maintain insurance or otherwise protect against all perils, all equipment, buildings, structures and contents thereof, and other properties purchased with state funds, in accordance with Wyoming Statute 9-2-1016(b)(xi), (xii), & (xiii).

Sponsor's Representative

Title Date

This Grant-in-Aid is duly executed on authority of the Wyoming Aeronautics Commission

Aeronautics Administrator Date

S. Gregory Thomas
G. Nolan Thomas*

*Also Admitted in South Dakota

Thomas & Thomas LLC
Attorneys
316 S. Gillette Ave., Ste 200
P: (307) 257-5298
E: inbox@tntlaw.org

Wills, Trusts and Estates
Business Law
Personal Injury/Wrongful Death
Real Estate
Civil Litigation

June 14, 2023

VIA EMAIL TO: denton.knapp@campbellcountywy.gov
Campbell County Library Board
500 S. Gillette Ave., Suite 1100
Gillette WY, 82716

Re: Letter of Engagement – Campbell County Library Board

Dear Campbell County Library Board;

This letter confirms that Campbell County Library Board (the "Board") has retained Thomas & Thomas LLC ("Firm") in connection with Library Board Meetings and general civil legal advice. This letter and the enclosed *Standard Terms of Engagement for Legal Services* contain the terms and scope of the engagement.

1. Client. Our client in this matter is the Board and its members for purposes of the business of the Board ("Client").

2. Scope of Engagement. Client retained the Firm to represent Client in Library Board Meetings and civil law legal advice. Our Engagement is limited to this matter only, and unless otherwise agreed in writing, the Firm has not been engaged to represent the Client or Client's interests in any other matter, related or unrelated.

3. Prospective Conflict Waiver. Our Firm is a law firm that represents many other companies and individuals. During the time the Firm represents the Client, the Firm may also represent other present or future clients in disputes or transactions adverse to the Client that are unrelated to this representation.

Based on the foregoing, Client agrees that our representation of Client in this matter will not disqualify our Firm from opposing Client in other matters, including litigation, that are unrelated to the subject matter of this representation, and Client consents to any conflict of interest with respect to those representations. The Firm agrees, however, not to use any proprietary or other confidential information of a nonpublic nature concerning Client acquired by the Firm as a result of our representation of Client to Client's material disadvantage in connection with any litigation or other matter in which the Firm is opposed to Client.

4. Fees and Costs. The current hourly rate for S. Gregory Thomas is $250.00/hr. The current hourly rate for G. Nolan Thomas is $175.00/hr. If a Paralegal is asked to work on the matter, their hourly rate is $100.00/hr. If a legal assistant is asked to work on this matter, their hourly rate is $50.00/hr. Other members of the Firm may be asked to work on the file and rates range from $50.00/hr to $250.00/hr. Scanning costs are $0.10/page. Copying costs are $0.25/page. Staffing for this Engagement is determined by the Firm at the Firm's sole discretion. Our rates generally change each year on January 1st, and we will indicate those rate changes in the first billing statement that includes the charges for any adjusted rate. Client will reimburse the Firm for any out-of-pocket expenses the Firm incurs on Client's behalf. The Firm will, of course, consult with Client about any extraordinary expenses outside of the expected and necessary costs of representation. Depending on the amount and type of expenses, the Firm may ask Client to pay them directly. The Firm will generally ask Client to pay directly any expenses exceeding $1,000. Timely payment is important, and the Firm will expect payment within thirty (30) days of receipt of the invoices.

5. Standard Terms of Engagement for Legal Services We have attached and incorporated in this letter the Firm's Standard Terms of Engagement for Legal Services. Please review them carefully. If they are acceptable, please sign the letter in the space below and return a copy to me, or alternatively please respond by email stating that Client accepts these terms, so that we may begin work on the matter. Please call or email me with any questions. We appreciate the opportunity to work with you on this matter and represent the Board's interests.

S. Gregory Thomas

S. Gregory Thomas

SGT/jjs

Enclosures: (1) Standard Terms of Engagement for Legal Services

Doc ID: e0112b6832f8c8978cf2e52faba1931e4ca96d87

The undersigned hereby accept and agree to each and every term of the Engagement as set forth in the Letter and Standard Terms of Engagement on behalf of the Board.

Dated: 06 / 14 / 2023

Everett Denton Knapp Jr

Denton Knapp

Standard Terms of Engagement for Legal Services

1. Overview. These Standard Terms of Engagement for Legal Services ("Standard Terms") along with the Engagement Letter ("Letter") comprise the entire Engagement between the client identified on the first page of the Letter ("Client") and Thomas & Thomas LLC ("Firm") and explain the terms under which the Firm will provide legal services to Client in the Engagement. Any defined term in the Letter shall have the same definition in the Standard Terms. In the event of a conflict between the provisions in the Standard Terms and the Letter, the provisions in the Letter shall control.

2. Communications. Client agrees to be candid and cooperative with the Firm and to provide the Firm with full, complete, and truthful information. Client will communicate with the Firm before communicating with any parties, witnesses, or their counsel, or with any experts or consultants, about the Engagement. Client agrees to inform the Firm, in writing, of any changes in Client's name, address, telephone number, contact person, or email address. The Firm will endeavor to keep Client sufficiently informed about the Engagement for Client to make informed decisions. Client acknowledges that any opinion or belief that any member of the Firm expresses from time to time about the Engagement, including various courses of action and the results that might be anticipated, is intended merely to be an expression of opinion based upon information available to the Firm at the time and not a promise or guarantee of any result favorable or otherwise. Client further understands that Client will be charged at Firm's standard hourly rates for all emails and telephone calls. To increase the Firm's efficiency and responsiveness, the Firm will use electronic communication devices. Although use of such devices may place Client's confidences and privileges at risk, Client authorizes the Firm to use these electronic communication devices, such as computers, cell phones, tablets, etc.

3. Affiliations by Client. Client agrees that, unless specifically stated otherwise in the Letter, the Firm does not represent any of Client's affiliates, subsidiaries, constituents, parents, friends, family, acquantances, associates, confidants, or related individuals, officers, directors, partners, members, shareholders, employees, independent contractors or agents (collectively, "Affiliates"). Client agrees that the Firm's representation of Client in the Engagement does not give rise to an attorney-client relationship between the Firm and any of Client's Affiliates. Further, the Firm's representation of Client in the Engagement will not give rise to any conflict of interest should the Firm represent clients adverse to any of Client's Affiliates.

4. Costs and Cost Estimates. The fees and costs relating to the Engagement are not predictable. Accordingly, the Firm has made no commitment to Client about the maximum amount of fees and costs necessary to complete the Engagement. Any estimate of fees and costs that the Firm and Client may have discussed orally or in writing represents only an estimate of such fees and costs. Client also understands that payment of the Firm's fees and costs is not contingent on the outcome of the Engagement. Client further understands that total costs are determined by a myriad of factors, including, but not necessarily limited to: the reasonableness of Client and the parties involved, the willingness of Client and the parties involved to reach a compromise or settlement, the willingness of Client and the parties involved to cooperate, the complexity of the issues presented, and the amount of time it takes to bring a matter to a satisfactory conclusion. With that said, Client understands the foregoing factors and agrees to endeavor to work with Firm to the extent possible to reduce the amount of time and expense involved with resolving the legal matter giving rise to this Engagement. Client is further advised and understands that the final costs of Firm's representation is proportional to the amount of time expended on this matter by Firm. Client is further advised and understands the final costs of Firm's representation is proportional to how quickly client and adverse party can reach an agreement as to a resolution of disputed issues. Client is therefore advised to first analyze the value (e.g., financial, moral, or otherwise) prior to requesting the Firm advance the issue on Client's behalf. Client is further advised to bear in mind the hourly rates of the Firm's personnel who will be rendering services, as well as the amount of time Client and Firm's personnel believe it will take to advance an issue. If Client is ever unsure of how much time is anticipated to advance an issue, the Client is both encouraged and advised to ask Firm personnel in advance prior to requesting that Firm advance any cause or issue on behalf of Client. Client is also advised that in matters such as this costs can rapidly esclate, sometimes without warning, and depending on the exigencies of a given issue and prior to receiving an invoice from Firm. Due to this, Client is advised and fully understands that Firm's costs may exceed what Client believes something will costs. Lastly, Client fully understands that once Firm is directed to proceed and advance an issue on behalf of Client that Client is implicitly and expressly agreeing to pay for the reasonable and necessary fees rendered on behalf of Client.

5. Consultation with Firm's General Counsel. In the Firm's representation of Client in the Engagement, it may be necessary for the Firm's

own lawyers or general counsel to analyze or address their professional responsibilities or those of the Firm, and to consult with the Firm's General Counsel, or other lawyers in doing so. Client agrees that these consultations are protected from disclosure by the Firm's attorney-client privilege.

6. Protected Health Information. Federal and state laws impose duties on both clients and law firms to ensure the privacy and security of protected health information ("PHI"), which broadly includes identifiable health and personal information of individuals. Client should not send or transmit to the Firm any PHI in any format unless and until: (i) Client and the Firm have a current, signed agreement for legal services in place; (ii) the attorney has determined that the PHI is needed for the Engagement; (iii) Client has notified the attorney in advance of the transmission of the PHI; and (iv) the attorney has approved the manner by which PHI will be received by the Firm. Client must notify the Firm if Client anticipates that the Engagement will involve PHI, so that the Firm can arrange to allow its transmission to the Firm.

7. Use of Personal Information. The Firm gathers and processes personal data pursuant to all applicable law. The Firm will use personal information that we receive in connection with providing legal services to Client, marketing our services to Client, and to comply with applicable law. To carry out the Engagement or to comply with other law or court order, the Firm may disclose personal information to parties involved in the work the Firm is performing, opposing parties, arbitration panels and courts, and any other reasonably foreseeable entity. Additionally, the Firm may use third parties, wherever located, to store and process personal data received from Client or its agents or other sources.

8. No Tax or Business Advice. Unless specifically stated in the Letter, the Engagement will not include providing Client with tax advice pertaining to any federal, state, foreign, or local tax matter or issue, whether or not directly related to or affected by the legal matters that are part of the Engagement. Nor will the firm provide business advice, as distinguished from legal advice.

9. Securities Advice. Unless specifically stated in the Letter, or in a subsequent written communication between the Firm and Client, our engagement does not include representation or advice about federal or state securities laws and regulations or about compliance with those laws and regulations. Client will not name the Firm, or provide any of our work product, in filings before any state or federal regulators or agencies.

10. Fees and Billing. Unless otherwise stated in the Letter, the Firm's fee will be determined by the amount of time spent on the Engagement multiplied by the applicable hourly billing rates. Each of the Firm's billing professionals and other personnel is assigned an hourly rate that reflects that person's experience, skills, reputation, and ability, as well as prevailing market demand. The Firm's time will be recorded in rounded tenths of an hour, with one-tenth (0.1) the minimum for any activity. The Firm may revise the staffing of the Engagement as it deems efficient. The Firm's billing rates are adjusted from time to time, generally once a year, usually in January, to reflect then current levels of legal experience, changes in overhead costs, market conditions, or other appropriate considerations. These adjustments will be confirmed on invoices reflecting the new rates. The Firm typically incurs costs in connection with the Engagement. These costs may include postage, delivery charges, copy charges, document scanning charges, online legal research and related expenses, travel expenses including airline, car rental or service, parking, mileage, meals and hotel costs, and use of outside service providers including court reporters, consultants, or experts. Client agrees to reimburse the Firm for any costs and expenses incurred in the Engagement. If the Firm anticipates that substantial expenses will be incurred on Client's behalf, the Firm will advise Client and may request that Client pay these expenses directly. Unless otherwise stated in the Letter, the Firm will issue regular invoices that detail the fees and costs incurred in the Engagement, usually on a monthly basis. The time charged will include all time the Firm devotes to the Engagement. Payment is due within (30) days from the date of invoices. If an invoice is not timely paid, the Firm may withdraw from the Engagement. If necessary due to nonpayment, the Firm may file a motion with the court to withdraw as counsel in the Engagement and Client shall not oppose said motion. Although the Firm attempts to capture all fees charged and disbursements made on Client's behalf through the billing period set forth in each invoice, usually the prior month, there may be fees or charges incurred earlier that appear on subsequent invoices.



11. Third-Party Payor. Unless agreed to in writing between Client and the Firm, even though a third party ("Third Party Payor") may have agreed to pay the fees, costs, and expenses incurred in the Engagement, Client agrees to be ultimately responsible for payment of all fees, costs, and expenses incurred in the Engagement. If Client has advised the Firm that a Third Party Payor will be paying some or all of the invoiced amounts, Client acknowledges that, should Client instruct the Firm to share confidential information with that Third Party Payor, including information contained on invoices, Client may lose any privileges or protections that may apply to that information.

12. Client's Obligation to Place Insurance Carrier on Notice. If Client has not already done so, Client should put any insurer(s) on notice of any claims that have been or could be made relating to any matter within the scope of the Engagement, to help avoid any insurer denying the claim for late notice.

13. Conclusion of Engagement and Client Files. Unless previously terminated, the attorney- client relationship between Client and the Firm related to the Engagement will terminate when the Firm sends to Client the Firm's last invoice for services rendered in the Engagement in which attorneys at the Firm enter time. Unpaid balance, collection efforts, or subsequent repeat invoices do not indicate ongoing attorney-client relationship. Client may terminate the Engagement at any time. The Firm may terminate the Engagement subject to applicable ethical

and legal requirements. If permission for withdrawal is required by a court or other tribunal, the Firm may request that permission, and Client agrees not to oppose the Firm's request. Client will remain obligated for any fees, costs, and expenses incurred through the later of the effective date of the termination or the withdrawal. Under the Firm's Records Retention & Disposal Policy, as may be modified from time-to-time, the Firm may securely dispose of files as early as ten (10) years after a matter is closed. It is Client's responsibility to notify the Firm of any changes in Client's mailing address so that the Firm can properly notify Client. If Client's mailing address is out of date in the Firm's records at the time of the foregoing notice, Client agrees that the Firm may securely destroy files that Client has not previously requested be returned to Client. The Firm and Client agree that lawyer work product, and copies of any electronic discovery documents or data, are the property of the Firm. Lawyer work product includes, for example, drafts, notes, internal memoranda, and electronic files, and lawyer representation and administration materials, including related lawyer-client correspondence and conflicts materials.

14. Future Changes in the Law. Client acknowledges that, after the Engagement has terminated, the Firm has no continuing obligation to advise Client of future legal developments, unless Client subsequently engages the Firm to do so.

15. Severability in Event of Partial Invalidity. If any provision of the Engagement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Engagement will be severable and will remain in effect.

16. Evergreen Retainer Terms. No retainer will be required.

17. Interim Invoices. During the course of our representation the Firm will send you interim invoices for services rendered such that you will be kept apprised as the case proceeds of the specific services being rendered and disbursements that may be advanced on your behalf. Such invoices are generally sent on a monthly basis. Due to vendor billing, internal accounting, and attorney and staff timekeeping practices, occassionally disbursements and services rendered from time periods other than during a particular monthly billing cycle may appear on an invoice. Client is expected to pay all invoices in a timely manner, which generally is not an issue in light of the fact that the Standard Terms and Letter obligate you to ensure that there are sufficient funds in Client's retainer account at all times to cover the payment of interim invoices. However, in the event there ever exists an unpaid balance that is not paid within full within thirty (30) days of the invoice due date, interest on any unpaid amount will be charged to Client's account, at the Firm's sole discretion, at the **maximum interest rate** permitted by applicable law.

18. Withdrawal of Attorney. Client agrees and is notified that in the event the Firm believes that Client is not in compliance with any term of this engagement letter, or if Client should fail to timely cooperate with the Firm's representation in any manner, Client agrees that the Firm can decline, on reasonable notice to client, continued representation in this matter without refund of the cost of time spent or disbursements and costs incurred through the date of termination of the representation. Of course, if Client is ever dissatisfied with the Firm's services, Client is free to discharge the Firm at any time.

19. Fee Disputes. In an effort to avoid fee disputes, Client is encouraged to and agrees to review all invoices received and bring any issues with the same to the Firm's attention within ten (10) days of receipt of an invoice. Client agrees and understands it is the Client's responsibility to ask questions and raise issues with respect to the Firm's billing. Client agrees that a failure to raise any issues with any fees, costs, or disbursements (the "charges") listed on any invoice within ten (10) days shall be a presumptive waiver of the same and Firm will assume Client has acquiesced or agreed to the charges and believes such charges are acceptable, reasonable, and necessary for Client's representation. In the event the Client and Firm are ever unable to fully resolve a fee dispute amongst themselves, Client and Firm agree such fee disputes will be resolved by the Wyoming State Bar according to the Wyoming Rules for Fee Arbitration.

20. No Results Guaranteed. Client understands and agrees that given the inherent uncertainty of legal proceedings, the interpretation of and changes in the law, and a myriad of other unpredicable variables, the Firm cannot predict and, therefore, does not guarantee any particular outcome, result, or success on any issue involved with Client's case. Notwithstanding the foregoing, the Firm, with Client's cooperation, agrees to represent Client's interests conscientiously, dilligently, within the bounds of ethical propriety called for by the Wyoming Rules of Professional Responsibility and with the purpose of accomplishing your desired objectives.



21. Statement of Client's Rights. Client and Firm agree that Client will have rights to the following: (i) to have the Firm dilligently advocate their interests within the bounds of the law and legal ethics; (ii) to have the fee arrangements described in these Standard Terms and the Letter explained or at least have an opportunity to ask questions about the same; (iii) to have this Letter and Standard terms describe the financial terms of the relationship between Client and Firm; (iv) to refuse to enter into an unacceptable fee arrangement or modification of a fee agreement; (v) to be provided information as to the attorney(s) who will be primarily responsible for Client's matter and all other legal staff who will be working on the matter as well as information as to the costs for those individuals upon request of the Client; (vi) to be provided bills on a regular basis with an itemization of the charges and time spent on each activity; (vii) to be informed of and be present at any court proceeding involving their case unless otherwise ordered by the court; (viii) to be provided copies of any and all documents presented to the court by any party in Client's case unless otherwise ordered by this Court; (ix) to be afforded reasonable access to the Firm's attorneys through phone calls or client meetings scheduled at least forty-eight (48) hours in advance; and (x) to make the final decision as to whether, when, and how to settle Client's case and as to economic and other positions to be taken with respect to issues in Client's case.

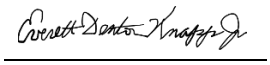
Doc ID: e0112b6832f8c8978cf2e52faba1931e4ca96d87

22. Statements of Client's Responsibilities to Firm. Client agrees that Client owes obligations to the Firm, including, but not necessarilly limited to: (i) providing full, accurate, detailed, and thorough information and documents upon request by the Firm for the same; (ii) to be availible to participate in a timely fashion regarding Client's matter and to respond within twenty-four (24) hours to all emails, phone calls, faxes, or other contacts by Firm; (iii) to promptly advise firm of any change in Client's life that might be reasonably expected to affect the handling of Client's matter; (iv) to pay for legal services rendered on Client's behalf within ten (10) days of any request for payment or within the time frames set forth in the Letter or Standard terms depending on which has a shorter time frame; (v) to dilligently review all bills submitted by the Firm and to raise any issues or objections to billing within ten (10) days of any invoice being sent; (vi) to refrain from taking any position in Client's matter for an improper purpose, such as intentionally delaying proceedings, increasing costs to other litigants, or taking a position that is frivolous or otherwise unfounded based upon the facts or law related to Client's matter; (vii) to refrain from using Firm's services to harass or annoy other parties or for any improper or frivolous purpose; (viii) to recognize and maintain financial responsibility for any costs associated with any course of action initiated or requested by client; (ix) to provide sufficient time for Firm to explain the financial costs and ramifications of any potential course of action to be taken by Client that may be reasonably expected to influence the ultimate outcome of Client's matter; (x) to schedule phone calls or client meetings at least forty-eight (48) hours in advance; (xi) listen to and thoughtfully consider any advice provided by firm; and (xii) value the Firm's time and energy expended on resolving Client's matter.

23. Modification. Client and Firm agree that the Letter and any Standard Terms contained herein may not be modified unless and until a new written Letter and Standard Terms are entered into by Client and Firm and executed with the same formalities as the foregoing letter and Standard terms.

24. Choice of Law, Interpretation, and Venue. Client and Firm agree that the Letter and Standard Terms shall be interpretted according to Wyoming law. To the extent that any rules of law or contract interpretation dictate that the Letter and Standard Terms should be construed against Firm, Client and Firm waive the application of the same. Client and Firm agree that to the extent allowed by law all disputes shall be venued in and resolved through binding arbitration in accordance with the Wyoming Rules for Fee arbitration.

25. Entire Agreement. Client and Firm agree that the Letter and Standard Terms constitute the entirety of the agreement between Client and Firm. Client and Firm acknowledge, agree, covenant, and warrant that there are no additional understandings or terms applicable to the engagement whatsoever beyond the express terms contained in the Letter and Standard Terms.



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Dropbox Sign

Audit trail

Title	Hello
File name	Letter_of_Engagem...614-1-1jkdsvh.pdf
Document ID	e0112b6832f8c8978cf2e52faba1931e4ca96d87
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested on thomasandthomasllc.cliogrow.com and signed on thomasandthomasllc.cliogrow.com

Document History

SENT	**06 / 14 / 2023** 16:34:19 UTC	Sent for signature to Denton Knapp (denton.knapp@campbellcountywy.gov) and Greg Thomas (greg@tntlaw.org) from nolan@tntlaw.org IP: 68.170.32.55
VIEWED	**06 / 14 / 2023** 16:36:56 UTC	Viewed by Greg Thomas (greg@tntlaw.org) IP: 68.170.32.55
SIGNED	**06 / 14 / 2023** 16:37:14 UTC	Signed by Greg Thomas (greg@tntlaw.org) IP: 68.170.32.55
VIEWED	**06 / 14 / 2023** 17:26:48 UTC	Viewed by Denton Knapp (denton.knapp@campbellcountywy.gov) IP: 104.28.48.138
SIGNED	**06 / 14 / 2023** 17:29:35 UTC	Signed by Denton Knapp (denton.knapp@campbellcountywy.gov) IP: 104.28.48.138
COMPLETED	**06 / 14 / 2023** 17:29:35 UTC	The document has been completed.

RADIO TRANSMISSION TOWER SITE LEASE RENEWAL AGREEMENT

THIS LEASE AGREEMENT MADE THIS 9 Day of June 2023, by and between Bruce L. Hitt, 1104 S. Durbin Street, Casper, Wyoming 82601, Joe A. Hitt 1160 Hitt Drive, Gillette, Wyoming 82718 and Janet M. Cranston 15851 Wells Road, Prairie City, South Dakota 57649, as Successors in Interest of the Harold L. Hitt and Mary Ruth Hitt Revocable Trusts, hereinafter referred to as LESSORS, and CAMPBELL COUNTY hereinafter referred to as LESSEE.

WHEREAS, LESSORS own real property in Campbell County; and

WHEREAS, LESSEE is desirous of leasing real property from LESSORS for a radio transmission tower site; and

WHEREAS, a lease agreement for such purpose of was originally entered effective February 1, 1992 through February 1, 2012, and renewed effective February 2, 2012 through February 1, 2022, with an option for renewal for an additional ten (10) years; and

WHEREAS, LESSEE desires to exercise the option for renewal;

NOW THEREFORE, LESSORS and LESSEE agree as follows:

1. LESSORS, in consideration of the covenants and agreements hereinafter set forth, does hereby lease and let unto LESSEE the following described property situated in the County of Campbell, State of Wyoming, to wit:

> A tract of land located in the SE1/4 of the NE/14 of Section 10, T49N, R72W of the Sixth Principal Meridian, Campbell County, Wyoming, being more particularly described as follows:

Beginning at the Northeast corner of the said SE1/4 of the NE1/4 of Section 10 from which the East one quarter section corner of said Section 10 lies S00° 31'20"W a distance of 1336.19 feet; thence N89° 55'45"W along the North boundary of said SE1/4 of the NE 1/4 of Section 10 a distance of 322.18 feet; thence SOUTH a distance of 285.31 feet; thence S89°59'44" E a distance of 319.58 feet to the East boundary of said Section 10; thence N00°31'20E along the said East boundary of Section 10 a distance of 284.95 feet to the POINT OF BEGINNING.

Said tract of land contains 2.10 acres, more or less, subject to all rights, restrictions, reservations and/or easements of sight and record.

2. LESSEE may use the property for constructing, operating and maintaining a communications tower or towers, buildings and/or necessary facilities. No housing quarters shall be erected on said premises. LESSEE shall have all right of ingress to and egress from the property to install and maintain equipment required for LESSEE'S use.

3. LESSEE shall pay LESSORS the sum of Nine Hundred Dollars ($900.00) as annual rental for the property. Said payments shall be made on or before January 15th of each year this agreement is in effect and shall be divided equally between each LESSOR. Both LESSORS and LESSEE agree there shall be no change in rent during the term of said agreement.

4. This agreement shall become effective on the 2nd day of February, 2022, and expire on the 1st day of February, 2032, with the option for renewal for an additional ten years. The rental payment may be renegotiated at this time.

5. The LESSEE agrees to indemnify and hold harmless the LESSORS for loss,

damage, injury or death from any act or omission of the LESSEE, LESSEE'S contractor, employees or agents, to the personal property of the parties hereto and to the personal property of any person while on or near said property.

6. In the event LESSEE discontinues the use of said leased property for the purposes herein granted, this lease agreement shall then terminate effective upon the date the LESSEE completely removes all tower equipment, towers, buildings, and facilities from said leased property.

7. This agreement specifically excludes any transfer, whatsoever, of rights in all oil, gas, coal and other minerals, of every kind and nature, owned or leased by LESSORS in the above described property.

8. In the event LESSORS offers the above described property for sale, LESSEE shall have the exclusive right to purchase the property subject to the terms and conditions hereinafter set forth. LESSORS shall notify LESSEE of the sale offer. Said offer shall be exclusive to LESSEE for a period not to exceed 60 days. If LESSEE declines to accept LESSORS'S offer, the property may be offered for sale to the general public under the same terms and conditions offered LESSEE.

If LESSORS at any time, materially changes the terms or conditions of the sale offer, LESSEE shall have an additional 20 days to consider the new offer. LESSEE shall have an additional 20 days to consider the new offer. If LESSEE declines to accept the offer, the property may be offered for sale to the general public under the same terms and conditions as offered LESSEE.

9. This agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and/or assigns of the respective parties hereto.

10. This agreement may be amended at any time by mutual agreement of the parties. However, before valid, it must first be reduced to writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

LESSORS:

BRUCE L. HITT

JOE A. HITT

JANET M. CRANSTON

LESSEE:

COLLEEN FABER, CHAIRMAN
CAMPBELL COUNTY COMMISSIONERS

STATE OF WYOMING
COUNTY OF CAMPBELL } **SS**

Subscribed and sworn to before me, a Notarial Officer, by Bruce L. Hitt this 9 day of

June, 2023.

NOTARIAL OFFICER

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

My Commission expires: April 22, 2028

STATE OF WYOMING }
COUNTY OF CAMPBELL } **SS**

Janet M. Cranston

Subscribed and sworn to before me, a Notarial Officer, by ~~Bruce L. Hitt~~ this 9 day of June, 2023.

NOTARIAL OFFICER

My Commission Expires: April 22, 2028

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

STATE OF WYOMING }
COUNTY OF CAMPBELL } **SS**

Subscribed and sworn to before me, a Notarial Officer, by Joe A. Hitt this 9 day of June, 20232.

NOTARIAL OFFICER

My Commission Expires: April 22, 2028

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

05/19/2023
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-216**

NAME: EILAND RICHARD M & MILLER DANA L

NOTICE ISSUED FOR:

NOVC#

OTHER: VALUE CORRECTION-CORRECTED HOME SF

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

YEAR: 2018

TAX NOTICE NO.

ACCOUNT/PARCEL# 10032731

DISTRICT NO. 0150

ASSESSED VALUATION: $3,513

AMOUNT:$ 237.50

Tony S. Clements **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

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

_____

_____

_____

_____

_____

BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-19-2023 Partial Rebate # 2021-216

ADMINNO: 14931

TAXROLL CORRECTION
Tax Year: 2018

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Account #: R0032731

Map #: 50723020401500

Parcel #: 50723020401500

Account Type Residential

Sub\Lot\Block 88 \ 15 \ 2

Legal Desc: BELL KNOB EST PH III, LOT 15 BLOCK 2

Name: EILAND RICHARD M &
MILLER DANA L

Address: 648 PAR DR

GILLETTE, WY 82718-7622

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

Tax District: 0150	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty $
Prior Values	$469,067.00	$44,561.00	67.6070	$3,012.64	$0.00
Adjusted Values	$432,086.00	$41,048.00	67.6070	$2,775.13	$0.00
Difference Decrease Tax Roll	***-$36,981.00***	***-$3,513.00***	***0.0000***	***-$237.51***	***$0.00***

Reason VALUE CORRECTION-CHANGED HOME SF

Erin Slattery 5-18-23

Appraiser **Date**

Reviewed By **Date**

Signature **Date**

05/18/2023

05/19/2023
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 2021-217

NAME: EILAND RICHARD M & MILLER DANA L

NOTICE ISSUED FOR:

NOVC#

OTHER: VALUE CORRECTION-CORRECTED HOME SF

☑ PARTIAL
☑ REBATE
☐ CANCELLATION

YEAR: 2019

TAX NOTICE NO.

ACCOUNT/PARCEL# 10032731

DISTRICT NO. 0150

ASSESSED VALUATION: $4,492

AMOUNT:$ 305.06

Tony S. Clements COUNTY ASSESSOR

APPROVED: ☐ DENIED: ☐

THIS _____ DAY OF _____, 20 ___

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BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ___

_____ COUNTY CLERK

5-19-2023 Partial Rebate # 2021-217

ADMINNO: 14934

TAXROLL CORRECTION
Tax Year: 2019

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Account #: R0032731

Map #: 50723021

Parcel #: 50723020401500

Account Type Residential

Sub\Lot\Block 88 \ 15 \ 2

Legal Desc: BELL KNOB EST PH III, LOT 15 BLOCK 2

Name: EILAND RICHARD M &
MILLER DANA L

Address: 648 PAR DR

GILLETTE, WY 82718-7622

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

Tax District: 0150	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty $
Prior Values	$478,873.00	$45,493.00	67.9120	$3,089.52	$0.00
Adjusted Values	$431,585.00	$41,001.00	67.9120	$2,784.46	$0.00
Difference Decrease Tax Roll	***-$47,288.00***	***-$4,492.00***	***0.0000***	***-$305.06***	***$0.00***

Reason VALUE CORRECTION-CHANGED HOME SF

Erin Slattery 5-18-23

Appraiser **Date**

Reviewed By **Date**

Signature **Date**

05/19/2023
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 2021-218

NAME: EILAND RICHARD M & MILLER DANA L

NOTICE ISSUED FOR:

NOVC#

OTHER: VALUE CORRECTION-CORRECTED HOME SF

☑ PARTIAL
☑ REBATE
☐ CANCELLATION

YEAR: 2020

TAX NOTICE NO.

ACCOUNT/PARCEL# 10032731

DISTRICT NO. 0150

ASSESSED VALUATION: $4,335

AMOUNT:$ 295.02

Tony A. Gomez COUNTY ASSESSOR

APPROVED: ☐ DENIED: ☐

THIS _____ DAY OF _____, 20 ___

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BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ___

_____ COUNTY CLERK

5-19-2023 Partial Rebate # 2021-218

ADMINNO: 14936

TAXROLL CORRECTION
Tax Year: 2020

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Account #: R0032731

Map #: 50723021

Parcel #: 50723020401500

Account Type Residential

Sub\Lot\Block 88 \ 15 \ 2

Legal Desc: BELL KNOB EST PH III, LOT 15 BLOCK 2

Name: EILAND RICHARD M &
MILLER DANA L

Address: 648 PAR DR

GILLETTE, WY 82718-7622

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

Tax District: 0150	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty $
Prior Values	$454,121.00	$43,141.00	68.0560	$2,936.00	$0.00
Adjusted Values	$408,488.00	$38,806.00	68.0560	$2,640.98	$0.00
Difference Decrease Tax Roll	***-$45,633.00***	***-$4,335.00***	***0.0000***	***-$295.02***	***$0.00***

Reason VALUE CORRECTION-CORRECTED HOME SF

Erin Slattery 5-18-23

Appraiser **Date**

Reviewed By **Date**

Signature **Date**

Campbell County
Rachael Knust, Treasurer
2020 REAL ESTATE TAX BILL

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

PO. Box 1027
Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin
0150	000032731	R0032731	50723020401500

EILAND RICHARD M &
MILLER DANA L
648 PAR DR
GILLETTE, WY 82718-7622

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

Assessed Valuation

Real Estate Value	9,564
Improvements/Buildings Value	33,577
Personal Property Value	0
Total Valuation	43,141
Mill Levy	68.056
General Taxes	2,936.01
Special Taxes	0.00
Total Tax	$2,936.01
First Installment	$1,468.01
Delinquent after November 10, 2020	
Second Installment	$1,468.00
Delinquent after May 10, 2021	

Legal Description
LOT:15 BLK:2
LOCATION: 648 PAR DR
BELL KNOB EST PH III, LOT 15 BLOCK 2

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	486.46
CITY OF GILLETTE TRUST FUND	8.000	345.12
CNTY HOSPITAL DIST TRUST FUND	3.000	129.42
CNTY SPEC CEMETERY BOARD TRUST	.826	35.64
CNTY UNIFIED SPEC DIST TRST FD	25.000	1,078.53
CNTY WEED & PEST BOARD TRUST	.454	19.58
COOPERATIVE HIGHER EDUC SERV	.500	21.58
COUNTY WIDE SCHOOL TRUST FUND	6.000	258.84
STATE OF WY FOUND PRG TRST FND	12.000	517.70
UNIFIED SCHOOL - RECREATION	1.000	43.14
TOTAL	68.056	2,936.01

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

EILAND RICHARD M &
MILLER DANA L
648 PAR DR
GILLETTE, WY 82718-7622

Parcel# : 000032731

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2020): $1,468.01
Total Tax (Due on or before 12/31/2020): $2,936.01

2020 SECOND INSTALLMENT COUPON

EILAND RICHARD M &
MILLER DANA L
648 PAR DR
GILLETTE, WY 82718-7622

Parcel# : 000032731

Second Installment (Due on or before 05/10/2021): $1,468.00

05/19/2023
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 2021-219

NAME: EILAND RICHARD M & MILLER DANA L

NOTICE ISSUED FOR:

NOVC#

OTHER: VALUE CORRECTION-CORRECTED HOME SF

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

YEAR: 2021 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 10032731

DISTRICT NO. 0150

ASSESSED VALUATION: $4,719

AMOUNT:$ 321.95

_____ **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

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

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-19-2023 Partial Rebate # 2021-219

ADMINNO: 14937

TAXROLL CORRECTION
Tax Year: 2021

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Account #: R0032731

Map #: 50723021

Parcel #: 50723020401500

Account Type Residential

Sub\Lot\Block 88 \ 15 \ 2

Legal Desc: BELL KNOB EST PH III, LOT 15 BLOCK 2

Name: EILAND RICHARD M &
MILLER DANA L

Address: 648 PAR DR

GILLETTE, WY 82718-7622

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

Tax District: 0150	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty $
Prior Values	$482,724.00	$45,859.00	68.2250	$3,128.73	$0.00
Adjusted Values	$433,048.00	$41,140.00	68.2250	$2,806.78	$0.00
Difference Decrease Tax Roll	***-$49,676.00***	***-$4,719.00***	***0.0000***	***-$321.95***	***$0.00***

Reason VALUE CORRECTION-CORRECTED HOME SF

Eric Matthews 5-18-23

Appraiser **Date**

Reviewed By **Date**

Signature **Date**

Campbell County

Rachael Knust, Treasurer

2021 REAL ESTATE TAX BILL

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

PO. Box 1027
Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin
0150	000032731	R0032731	50723020401500

EILAND RICHARD M &
MILLER DANA L
648 PAR DR
GILLETTE, WY 82718-7622

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

Assessed Valuation

Real Estate Value	9,564
Improvements/Buildings Value	36,295
Personal Property Value	0
Total Valuation	45,859
Mill Levy	68.225
General Taxes	3,128.73
Special Taxes	0.00
Total Tax	$3,128.73
First Installment	$1,564.37
Delinquent after November 10, 2021	
Second Installment	$1,564.36
Delinquent after May 10, 2022	

Legal Description

LOT:15 BLK:2
LOCATION: 648 PAR DR
BELL KNOB EST PH III, LOT 15 BLOCK 2

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	515.22
CITY OF GILLETTE TRUST FUND	8.000	366.87
CNTY HOSPITAL DIST TRUST FUND	3.000	137.58
CNTY SPEC CEMETERY BOARD TRUST	.901	41.32
CNTY UNIFIED SPEC DIST TRST FD	25.000	1,146.48
CNTY WEED & PEST BOARD TRUST	.589	27.02
COOPERATIVE HIGHER EDUC SERV	.500	22.92
COUNTY WIDE SCHOOL TRUST FUND	6.000	275.16
STATE OF WY FOUND PRG TRST FND	12.000	550.30
UNIFIED SCHOOL - RECREATION	1.000	45.86
TOTAL	68.225	3,128.73

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

EILAND RICHARD M &
MILLER DANA L
648 PAR DR
GILLETTE, WY 82718-7622

Parcel# : 000032731

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): $1,564.37
Total Tax (Due on or before 12/31/2021): $3,128.73

2021 SECOND INSTALLMENT COUPON

EILAND RICHARD M &
MILLER DANA L
648 PAR DR
GILLETTE, WY 82718-7622

Parcel# : 000032731

Second Installment (Due on or before 05/10/2022): $1,564.36

05/19/2023
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 2021-220

NAME: EILAND RICHARD M & MILLER DANA L

NOTICE ISSUED FOR:

NOVC#

OTHER: VALUE CORRECTION-CORRECTED HOME SF

☑ PARTIAL
☑ REBATE
☐ CANCELLATION

YEAR: 2022

TAX NOTICE NO.

ACCOUNT/PARCEL# 10032731

DISTRICT NO. 0150

ASSESSED VALUATION: $5,295

AMOUNT:$ 373.58

Troy S. Thomas COUNTY ASSESSOR

APPROVED: ☐ DENIED: ☐

THIS _____ DAY OF _____, 20 ___

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BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ___

_____ COUNTY CLERK

5-19-2023 Partial Rebate # 2021-220

ADMINNO: 14938

TAXROLL CORRECTION
Tax Year: 2022

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Account #: R0032731

Map #: 50723021

Parcel #: 50723020401500

Account Type Residential

Sub\Lot\Block 88 \ 15 \ 2

Legal Desc: BELL KNOB EST PH III, LOT 15 BLOCK 2

Name: EILAND RICHARD M &
MILLER DANA L

Address: 648 PAR DR

GILLETTE, WY 82718-7622

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

Tax District: 0150	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty $
Prior Values	$524,504.00	$49,828.00	70.5530	$3,515.51	$0.00
Adjusted Values	$468,763.00	$44,532.00	70.5530	$3,141.87	$0.00
Difference Decrease Tax Roll	*-$55,741.00*	*-~~$5,296.00~~ #5,295*	*0.0000*	*-$373.64 #-373.58 -Taxwise*	*$0.00*

Reason VALUE CORRECTION - CORRECTED HOME SF

Eir Hartley 5-18-23

Appraiser **Date**

Reviewed By **Date**

Signature **Date**

Campbell County

Rachael Knust, Treasurer

2022 REAL ESTATE TAX BILL

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

PO. Box 1027
Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin
0150	000032731	R0032731	50723020401500

EILAND RICHARD M &
MILLER DANA L
648 PAR DR
GILLETTE, WY 82718-7622

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

Assessed Valuation

Real Estate Value	9,564
Improvements/Buildings Value	40,264
Personal Property Value	0
Total Valuation	49,828
Mill Levy	70.553
General Taxes	3,515.52
Special Taxes	0.00
Total Tax	$3,515.52
First Installment	$1,757.76
Delinquent after November 10, 2022	
Second Installment	$1,757.76
Delinquent after May 10, 2023	

Legal Description

LOT:15 BLK:2
LOCATION: 648 PAR DR
BELL KNOB EST PH III, LOT 15 BLOCK 2

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	559.82
CITY OF GILLETTE TRUST FUND	8.000	398.62
CNTY HOSPITAL DIST TRUST FUND	3.000	149.48
CNTY SPEC CEMETERY BOARD TRUST	.862	42.96
CNTY UNIFIED SPEC DIST TRST FD	25.000	1,245.70
CNTY WEED & PEST BOARD TRUST	.411	20.48
COLLEGE FOUNDATION PROGRAM	2.545	126.82
COOPERATIVE HIGHER EDUC SERV	.500	24.92
COUNTY WIDE SCHOOL TRUST FUND	6.000	298.96
STATE OF WY FOUND PRG TRST FND	12.000	597.94
UNIFIED SCHOOL - RECREATION	1.000	49.82
TOTAL	70.553	3,515.52

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

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THIS IS THE ONLY BILL YOU WILL RECEIVE!

2022 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

EILAND RICHARD M &
MILLER DANA L
648 PAR DR
GILLETTE, WY 82718-7622

Parcel# : 000032731

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2022): $1,757.76
Total Tax (Due on or before 12/31/2022): $3,515.52

2022 SECOND INSTALLMENT COUPON

EILAND RICHARD M &
MILLER DANA L
648 PAR DR
GILLETTE, WY 82718-7622

Parcel# : 000032731

Second Installment (Due on or before 05/10/2023): $1,757.76

05/19/2023
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 2021-221

NAME: OVERTON TRACY K & CATHERINE A REV TRUSTS

NOTICE ISSUED FOR:

NOVC#

OTHER: VALUE CORRECTION-CORRECTED HOME SF

☑ PARTIAL
☑ REBATE
☐ CANCELLATION

YEAR: 2022

TAX NOTICE NO.

ACCOUNT/PARCEL# 10042771

DISTRICT NO. 0163

ASSESSED VALUATION: $3,180

AMOUNT:$ 198.92

Tracy A. Overton COUNTY ASSESSOR

APPROVED: ☐ DENIED: ☐

THIS _____ DAY OF _____, 20 ___

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BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ___

_____ COUNTY CLERK

5-19-2023 Partial Rebate # 2021-221

ADMINNO: 14757

TAXROLL CORRECTION
Tax Year: 2022

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Account #: R0042771

Map #: 4973102

Parcel #: 49731020102000

Account Type Residential

Sub\Lot\Block 1175 \ 20 \

Legal Desc: OVERBROOK SUB PH II, LOT 20

Name: OVERTON TRACY K & CATHERINE A REV TRUSTS

Address: 122 OVERBROOK RD

GILLETTE, WY 82718-4098

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

Tax District: 0163	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty $
Prior Values	$662,592.00	$62,947.00	62.5530	$3,937.52	$1,200.00
Adjusted Values	$629,115.00	$59,767.00	62.5530	$3,738.61	$1,200.00
Difference Decrease Tax Roll	***-$33,477.00***	***-$3,180.00***	***0.0000***	~~***-$198.91***~~ $198.92 - TaxWise	***$0.00***

Reason CORRECTED L/A SF

Erin Mattery 5-18-23

Appraiser **Date**

Reviewed By **Date**

Signature **Date**

Campbell County
Rachael Knust, Treasurer
2022 REAL ESTATE TAX BILL

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

PO. Box 1027
Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin
0163	010042771	R0042771	49731020102000

Assessed Valuation

Real Estate Value	5,819
Improvements/Buildings Value	57,128
Personal Property Value	0
Total Valuation	62,947
Mill Levy	62.553
General Taxes	3,937.53
Special Taxes	1,200.00
Total Tax	$5,137.53
First Installment	$2,568.77
Delinquent after November 10, 2022	
Second Installment	$2,568.76
Delinquent after May 10, 2023	

OVERTON TRACY K & CATHERINE A REV TRUSTS
122 OVERBROOK RD
GILLETTE, WY 82718-4098

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

Legal Description
LOT:20
LOCATION: 122 OVERBROOK RD
OVERBROOK SUB PH II, LOT 20

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	707.21
CNTY HOSPITAL DIST TRUST FUND	3.000	188.84
CNTY SPEC CEMETERY BOARD TRUST	.862	54.26
CNTY UNIFIED SPEC DIST TRST FD	25.000	1,573.68
CNTY WEED & PEST BOARD TRUST	.411	25.88
COLLEGE FOUNDATION PROGRAM	2.545	160.20
COOPERATIVE HIGHER EDUC SERV	.500	31.48
COUNTY WIDE SCHOOL TRUST FUND	6.000	377.68
STATE OF WY FOUND PRG TRST FND	12.000	755.36
UNIFIED SCHOOL - RECREATION	1.000	62.94
SPECIAL TAXES		
OVERBROOK IMPR & SERV DIST	.000	1,200.00
TOTAL	62.553	5,137.53

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

OVERTON TRACY K & CATHERINE A REV TRUSTS
122 OVERBROOK RD
GILLETTE, WY 82718-4098

Parcel# : 010042771

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2022): $2,568.77
Total Tax (Due on or before 12/31/2022): $5,137.53

2022 SECOND INSTALLMENT COUPON

OVERTON TRACY K & CATHERINE A REV TRUSTS
122 OVERBROOK RD
GILLETTE, WY 82718-4098

Parcel# : 010042771

Second Installment (Due on or before 05/10/2023): $2,568.76

05/19/2023
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-222**

NAME: ANDERSON PLUMBING LLC

NOTICE ISSUED FOR:

NOVC#

OTHER: BUSINESS CLOSED

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

YEAR: 2022 P0062614 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30062614

DISTRICT NO. 0150

ASSESSED VALUATION: $475

AMOUNT:$ 33.51

Tony B. Gonzales **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

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

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-19-2023 Cancellation # 2021-222

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
0150	0P0062614	P0062614	33330006261400

Cancel - Business Closed

ANDERSON PLUMBING LLC
ATTN BRANDON ANDERSON
PO BOX 319
ROZET, WY 82727-0319

Assessed Valuation

Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	475
Total Valuation	475
Mill Levy	70.553
General Taxes	33.51
Special Taxes	0.00
Total Tax	$33.51
First Installment	$16.76
Delinquent after November 10, 2022	
Second Installment	$16.75
Delinquent after May 10, 2023	

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

Legal Description
LOCATION: 300 SIERRA CIR
PERSONAL PROPERTY

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

TAX DOLLAR USE

TAXING AUTHORITY	LEVY AMOUNT	
CAMPBELL COUNTY GOVERNMENT	11.235	5.34
CITY OF GILLETTE TRUST FUND	8.000	3.80
CNTY HOSPITAL DIST TRUST FUND	3.000	1.42
CNTY SPEC CEMETERY BOARD TRUST	.862	.40
CNTY UNIFIED SPEC DIST TRST FD	25.000	11.88
CNTY WEED & PEST BOARD TRUST	.411	.20
COLLEGE FOUNDATION PROGRAM	2.545	1.20
COOPERATIVE HIGHER EDUC SERV	.500	.24
COUNTY WIDE SCHOOL TRUST FUND	6.000	2.85
STATE OF WY FOUND PRG TRST FND	12.000	5.70
UNIFIED SCHOOL - RECREATION	1.000	.48
TOTAL	70.553	33.51

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

ANDERSON PLUMBING LLC
ATTN BRANDON ANDERSON
PO BOX 319
ROZET, WY 82727-0319

Parcel# : 0P0062614

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2022): $16.76
Total Tax (Due on or before 12/31/2022): $33.51

2022 SECOND INSTALLMENT COUPON

ANDERSON PLUMBING LLC
ATTN BRANDON ANDERSON
PO BOX 319
ROZET, WY 82727-0319

Parcel# : 0P0062614

Second Installment (Due on or before 05/10/2023): $16.75

05/19/2023
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 2021-223

NAME: PAINTERS PRIDE

NOTICE ISSUED FOR:

NOVC#

OTHER: BUSINESS CLOSED

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

YEAR: 2022

TAX NOTICE NO. P0061727

ACCOUNT/PARCEL# 30061727

DISTRICT NO. 0150

ASSESSED VALUATION: $475

AMOUNT:$ 33.51

Tracy D. Clements **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

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

_____

_____

_____

_____

_____

BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-19-2023 Cancellation # 2021-223

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
0150	0P0061727	P0061727	33330006172700

Cancel - Business Closed

PAINTERS PRIDE
ATTN JAYSON DUNMIRE
143 WESTHILLS LOOP
GILLETTE, WY 82718-7559

Assessed Valuation	
Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	475
Total Valuation	475
Mill Levy	70.553
General Taxes	33.51
Special Taxes	0.00
Total Tax	$33.51
First Installment	$16.76
Delinquent after November 10, 2022	
Second Installment	$16.75
Delinquent after May 10, 2023	

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

Legal Description
LOCATION: 143 WESTHILLS LOOP
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	5.34
CITY OF GILLETTE TRUST FUND	8.000	3.80
CNTY HOSPITAL DIST TRUST FUND	3.000	1.42
CNTY SPEC CEMETERY BOARD TRUST	.862	.40
CNTY UNIFIED SPEC DIST TRST FD	25.000	11.88
CNTY WEED & PEST BOARD TRUST	.411	.20
COLLEGE FOUNDATION PROGRAM	2.545	1.20
COOPERATIVE HIGHER EDUC SERV	.500	.24
COUNTY WIDE SCHOOL TRUST FUND	6.000	2.85
STATE OF WY FOUND PRG TRST FND	12.000	5.70
UNIFIED SCHOOL - RECREATION	1.000	.48
TOTAL	70.553	33.51

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.
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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

PAINTERS PRIDE
ATTN JAYSON DUNMIRE
143 WESTHILLS LOOP
GILLETTE, WY 82718-7559

Parcel# : 0P0061727

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2022): $16.76
Total Tax (Due on or before 12/31/2022): $33.51

2022 SECOND INSTALLMENT COUPON

PAINTERS PRIDE
ATTN JAYSON DUNMIRE
143 WESTHILLS LOOP
GILLETTE, WY 82718-7559

Parcel# : 0P0061727

Second Installment (Due on or before 05/10/2023): $16.75

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 15, 2023

Mr. Timothy Barnes
Acting Chief
Division of Solid Minerals
National Coal Program Review
BUREAU OF LAND MANAGEMENT
1849 C Street, NW
Washington, DC 20240
Email: BLM_HQ_320_CoalProgramReview@blm.gov

RE: Notice of Intent to Prepare an Environmental Impact Statement to Analyze the Potential Environmental Effects from Maintaining Secretary Jewell's Coal Leasing Moratorium (Federal Register/Volume 88, No. 83/Monday, May 1, 2023/page 26588)

Dear Mr. Barnes:

On behalf of the Campbell County Board of Commissioners (Board), we appreciate the opportunity to submit comments regarding the above referenced NOI. Campbell County's economic viability is highly dependent on the ability to produce, market, and deliver mineral and energy products to consumers not only in the County but within the State and across the country and our ability to continue with a viable federal coal leasing program plays a significant role in that process.

Campbell County is rich in federal resources as our lands are comprised of approximately 83% *private surface* and an estimated 87.5% *federal minerals*. We are also an energy rich area with an estimated forty percent (40%) of the nation's BTU's being produced from the surface coal mines, oil and natural gas located in the area. Coal production is not only critical to our county, state and school systems but also for the nation in meeting energy demands. Furthermore, Wyoming remains a national leader in coal technology development and research and in May of 2018, the Integrated Test Center officially opened in Gillette, Wyoming. The center provides space for researchers to test Carbon Capture, Utilization and Sequestration (CCUS) technologies using actual coal-based flue gas. Research at the facility will help support jobs, local and state economies and keep electricity prices low for millions of people around the globe. Other innovative projects are being pursued in Wyoming that include CCUS, carbon fiber, coal-to-products and extracting critical minerals from coal, including rare earth elements (REE). We remain confident that diversification and advanced technology will provide longevity for the coal industry for years to come.

As is stated several times in these comments, coal leasing and development plays a significant role in generating tax revenue for Campbell County and the State of Wyoming. We recognize that the NOI specifically requests input regarding the need to prepare an "EIS to analyze potential environmental effects from maintaining the coal leasing moratorium;" however, Campbell County has gone on record historically opposing the coal leasing moratorium and that remains our

position today. The moratorium should be lifted and the coal leasing program should be reinstated immediately. Campbell County also provides the following detailed comments for BLM's consideration specific to the federal coal leasing moratorium:

- State of Wyoming – Campbell County endorses comments submitted by the State of Wyoming and incorporates them by reference.

- Moratorium on Federal Coal Leasing Program – An EIS to determine whether or not the leasing moratorium should remain in place or be lifted is unnecessary for the following reasons:

    - The federal leasing and development program for coal has a multi-tiered process for NEPA review (i.e. Resource Management Plans (RMPs) and the coal screening process for land allocation decisions, EIS for leasing decisions, EIS/Environmental Assessment (EA) for development decisions). To prepare an EIS to evaluate whether or not a moratorium on coal leasing should be carried out is unnecessary, redundant, cumbersome, costly and time consuming. Leasing has often been overanalyzed and environmental concerns can be and have been addressed in all phases of the NEPA leasing and development process. While Campbell County does not believe that a leasing moratorium is warranted and that an EIS is excessive, BLM should consider if an EA is sufficient which will reduce the time, cost and resources needed to prepare a NEPA document.

    - BLM has not sufficiently prepared a Purpose and Need statement explaining why an EIS is necessary nor why that level of analysis must occur at this stage in the leasing process. A more in-depth explanation addressing this issue should be provided.

    - BLM has not provided a sufficient reason as to why an EIS is necessary in identifying whether or not a moratorium on federal coal leasing for thermal coal is warranted. More detailed information should be provided.

    - If coal leasing is discontinued and specifically for thermal energy purposes, BLM must analyze where sufficient energy resources will come from to meet energy grid demands in the United States. Coal continues to be an abundant, affordable and reliable energy source and without future leasing and thermal coal production our domestic energy security would be at risk. This should be sufficiently analyzed in any NEPA document specific to coal leasing and land allocations.

    - The potential economic impacts to state and local government resulting from a proposed change to the federal coal leasing program must be considered in detail in any NEPA document. We provide more detailed information in the "socioeconomic" section below.

    - BLM should also consider advancements in coal development, technology improvements, and new products derived from coal, which include but are not limited to, CCUS, carbon capture and storage (CCS), carbon fiber, coal-to-products and extracting critical minerals from coal, including rare earth elements (REE). This will strengthen the need for coal products in the future and enforce the need to continue with a coal leasing program long-term.

- Consistency with Campbell County Natural Resource Plan (CCNRP) -- 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 as noted on page 2-3 of the County Plan:

a. Protect the integrity of environmental systems and natural resources.
b. Preserve and promote resource-based industries.
c. Promote a robust, diverse, and stable economy.
d. Minimize conflicts between land uses.
e. Protect public health, safety and welfare.
f. Preserve culture, customs, heritage, and economic diversity.
g. 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.

Furthermore, NEPA establishes a national policy and goals for the protection, maintenance, and enhancement of the environment. Two key requirements of NEPA are that agencies consider alternatives and that the public officials and citizens are involved in the decision-making process. NEPA established a Council on Environmental Quality (42 US Code [USC] 4321 [1970]), which issued regulations for implementing provisions of the law (40 Code of Federal Regulations [CFR] 1500-1508 [1970]). In these regulations is the requirement that federal agencies to consider and use local planning documents during their decision making and planning efforts (40 CFR 1506.2 [1978] and 43 CFR 1610.3-2(a) [1983]).

Furthermore, the Federal Land Policy and Management Act (FLPMA) provides a framework for managing public lands that requires a systematic, interdisciplinary approach and requires coordination in land-use planning with other state and federal agencies. Under FLPMA (43 USC 1712 [1976]), the BLM is required to stay apprised of local land use plans, assure consideration is given to local land use plans, assist in resolving inconsistencies with state and local land use plans, and provide meaningful opportunities for local government officials to participate in the development of land use programs, regulations, and decisions for public lands that may have a significant impact on non-federal lands.

For the BLMs convenience we have identified a few priority policy positions that are impacted by this NOI and can be found on Pages 132-133 of the County Plan. This is not a comprehensive list and BLM is encouraged to review the County Plan for more details:

- Oppose the imposition of barriers to mineral resource production and development.
- Consider all available and relative economic data to determine and document economic impacts to the mineral industry, to county and local governments, and to county residents from any proposed land management and/or natural resource planning decisions; and
- Coordinate, incorporate by reference, and tier to Environmental Assessments (EAs) and EISs required for projects in order to avoid duplication of EAs and EISs and costly, unnecessary delays to projects.

- Socio-economic Impacts -- Coal production is an important component of the State and County's economic base and also has a direct impact on schools, colleges, highways and the overall socio- economics of the community. The coal industry generates high paying jobs to hundreds of people throughout the region. To further illustrate its importance, the assessed valuation for coal in Campbell County for the current Fiscal Year 2022 is approximately $1.9 billion while the most recent production accounted for $231 million tons in 2022.

  According to BLM, federal coal produced from the Powder River Basin in Wyoming and Montana accounts for over 85 percent of all federal coal production. In addition, the BLM Buffalo Field Office administers approximately 4.7-million acres of subsurface federal mineral estate in Campbell, Johnson, and Sheridan

Counties in north-central Wyoming of which the federal coal estate is significant. Therefore, it is safe to say that Wyoming effectively dominates BLM's federal coal leasing program and Campbell County is the largest producer within that space.

In addition to the socio-economic information provided above, according to the Wyoming Mining Association *2020-2021 Coal Concise Guide*; 1) Coal's estimated contribution to Wyoming in 2019 was about $650 million in taxes, royalties and fees, 2) In 2020, Wyoming received $38 million in Abandoned Mine Lands (AML) funds, 3) Wyoming coal mines employ over 5,100 workers directly in the industry with more than 15,000 workers supported directly or indirectly. These facts are significant in Wyoming alone and reinforces the importance of a continued fair and efficient federal coal leasing program. BLM should also consider advancements in coal development, technology improvements, and new products derived from coal when analyzing for future uses.

Funding derived from mineral development constitutes a significant portion of 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. BLM must include an analysis of the effects funding and revenue decreases would have on local services and programs should the moratorium on leasing remain in effect. In addition, the agency should include a discussion on where those funding streams will be recovered if coal leasing is significantly reduced or eliminated long-term.

Again, this is a critical issue for Campbell County and the State of Wyoming. Should you have questions or require additional information, do not hesitate to contact me at 307-682-7283 Colleen.Faber@campbellcountywy.gov or our natural resource policy advisor Dru Palmer at 307-388-2709 (dru@wyoming.com).

Sincerely,



Colleen D. Faber
Chairman

CC: The Honorable Governor Mark Gordon
United States Senator John Barrasso
United States Senator Cynthia Lummis
United States Congresswoman Harriet Hageman
Jerimiah Rieman, Wyoming County Commissioners Association
Travis Deti, Wyoming Mining Association

Wyoming

Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 71281372

That we Rebecca Ann Vondrak,

of Gillette, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Rocky Point, the State of Wyoming, in the penal sum of Twenty Thousand and 00/100 DOLLARS ($ 20,000.00), 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 5th day of May, 2023.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly Appointed ☒ Elected ☐ to the office of Treasurer in the _____ of Rocky Point, and State aforesaid for the term beginning June 4th, 2023, and ending June 4th, 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 _____
Larry Kasten, Vice President

KF
6.2.23

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha } ss

On this 5th day of May, 2023, before me, appeared

Larry Kasten 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.

Rebecca Ann Vondrak

State of Wyoming
County of Campbell } ss

This Oath of Office was subscribed and sworn to before me by Rebecca Ann Vondrak on this 25th day of May, 2023
My commission expires:

Cassi L. Kelley
Notary Public, Wyoming

CASSI L. KELLEY
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 156413
MY COMMISSION EXPIRES: 04/11/2028

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING
County of Campbell } ss

On this 25th day of May, 2023, before me, personally appeared

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

She/Her free act and deed.

My commission expires

April 11th, 2028

Cassi L. Kelley
Notary Public, Wyoming

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

Larry Kasten 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 Rocky Point

bond with bond number 71281372

for Rebecca Ann Vondrak
as Principal in the penalty amount not to exceed: $20,000.00.

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 5th day of May, 2023.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 5th day of May, 2023, before me, a Notary Public, personally appeared Larry Kasten 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

My Commission Expires March 2, 2026

M. Bent

Notary Public

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 } ss.
County of Campbell }

This instrument was filed on the____day of_____ 20_____.

_____
County Clerk

By_____
Deputy

Wyoming

Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 71765790

That we Pamela Cowen,

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 Southfork Estates Improvement & Service District, the State of Wyoming, in the penal sum of Ten Thousand and 00/100 DOLLARS ($ 10,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 9th day of May, 2023.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly Appointed ☐ Elected ☒ to the office of Treasurer in the _____ of Southfork Estates Improvement & Service District, and State aforesaid for the term beginning April 1st, 2023, and ending April 1st, 2025.

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.

Pamela Cowen
Principal

WESTERN SURETY COMPANY

By Larry Kasten
Larry Kasten, Vice President

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

IKF
6-2-2023

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha } ss

On this 9th day of May, 2023, before me, appeared

Larry Kasten 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.

Pamela Cowen

CASSI L. KELLEY
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 156413
MY COMMISSION EXPIRES: 04/11/2028

State of Wyoming
County of Campbell } ss

This Oath of Office was subscribed and sworn to before me by Pamela Cowen
on this 31st day of May, 2023
My commission expires:

Cassi L. Kelley
Notary Public, Wyoming

CASSI L. KELLEY
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 156413
MY COMMISSION EXPIRES: 04/11/2028

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING
County of Campbell } ss

On this 31st day of May, 2023, before me, personally appeared

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

her/hers free act and deed.

My commission expires

4/11/2028 April 11th, 2028

Cassi L. Kelley
Notary Public, Wyoming

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

Larry Kasten 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 Southfork Estates Improvement & Service District

bond with bond number 71765790

for Pamela Cowen
as Principal in the penalty amount not to exceed: $10,000.00.

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 9th day of May, 2023.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By Larry Kasten
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 9th day of May, 2023, before me, a Notary Public, personally appeared Larry Kasten 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.....

.....

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.....

The State of Wyoming }
County of Campbell } ss.

This instrument was filed on the____day of_____ 20_____.

_____
County Clerk

By_____
Deputy

Wyoming

Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 71281370

That we Rebecca Ann Vondrak,

of Gillette, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Village of Heritage, the State of Wyoming, in the penal sum of Twenty Thousand and 00/100 DOLLARS ($ 20,000.00), 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 5th day of May, 2023.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly Appointed ☒ Elected ☐ to the office of Treasurer in the Village of Heritage, and State aforesaid for the term beginning June 4th, 2023, and ending June 4th, 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 Larry Kasten, Vice President

LF
6-2-2023

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha } ss

On this 5th day of May, 2023, before me, appeared

Larry Kasten 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.

Rebecca Ann Vondrak

State of Wyoming
County of Campbell } ss

This Oath of Office was subscribed and sworn to before me by Rebecca Ann Vondrak
on this 25th day of May, 2023
My commission expires:

Cassi L. Kelley
Notary Public, Wyoming

CASSI L. KELLEY
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 156413
MY COMMISSION EXPIRES: 04/11/2028

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING
County of Campbell } ss

On this 25th day of May, 2023, before me, personally appeared

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

She / her free act and deed.

My commission expires
April 11th, 2028

Cassi L. Kelley
Notary Public, Wyoming

CASSI L. KELLEY
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 156413
MY COMMISSION EXPIRES: 04/11/2028

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

Larry Kasten 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 Village of Heritage

bond with bond number 71281370

for Rebecca Ann Vondrak
as Principal in the penalty amount not to exceed: $20,000.00.

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 5th day of May, 2023.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 5th day of May, 2023, before me, a Notary Public, personally appeared Larry Kasten 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

My Commission Expires March 2, 2026

M. Bent

Notary Public

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.....
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.....
.....
.....
.....

The State of Wyoming } ss.
County of Campbell }

This instrument was filed on the____day of_____ 20_____.

_____
County Clerk

By_____
Deputy

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Shelly Besel, Northeast Wyoming Regional Airport

DATE: **June 14, 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
6/14/23	$1,600	100751.62450	Empl Tran	100751 62200	Asso Dues

Department Head Signature: _____ VBM

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Extension

DATE: 06/12/2023

SUBJECT: Budget Line-Item Transfer Request

Please make the following Budget line-item transfers:

106.62450 to 106.63420 – please transfer $213.70 to Program Support. Leftover budget for travel will help with programming support.

106.62150 to 106.63420 – please transfer $250.00 to Program Support. Leftover budget for fuel will help with programming support.

101.65000 to 101.62000 – please transfer $201.04 to Postage. Leftover vehicle maintenance budget will help with postage costs.

101.65020 to 101.62000 – please transfer $44.27 to Postage. Leftover furniture budget will help with our postage costs.

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
06/12/2023	$213.70	106.62450	EE Dev Meet Travel	106.63420	Special Events and Programming
06/12/2023	$250.00	106.64150	Gasoline	106.63420	Special Events and Programming
06/12/2023	$201.04	101.65000	Repairs/Vehicle Maintenance	101.62000	Postage
06/12/2023	$44.27	101.65020	Furniture & Equip.	101.62000	Postage

Department Head Signature: Jeanne Ballew VSM

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Extension

DATE: 06/06/2023

SUBJECT: Budget Line-Item Transfer Request

Please make the following Budget line-item transfers:

105.62450 to 105.63420 – please transfer $600 to Program Support. Leftover budget for travel will help with programming support.

105.64150 to 105.63420 – please transfer $500 to Program Support. Leftover budget for gasoline will help with programming support.

	Transfer From: 100105			Transfer To: 100105	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
06/06/2023	$600.00	105.62450	EE Dev Meet Trav	105.63420	Program Support
06/06/2023	500.00	105.64150	Gasoline	105.63420	Program Support

Department Head Signature: Jeanne Ballew 6/8/23

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Robert Henning, Rockpile Museum

DATE: **6/12/2023**

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION:

This line-item transfer is necessary to cover advertisements placed in a summer guide and advertisements for special events.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/12/2023	$2,000.00	721.62260	Professional Services	721.62080	Public Relations / Promotions

Department Head Signature: Robert A. Henning 6/14/23 VSM

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Cindy Lovelace & Board of Commissioners

FROM: Parks and Recreation

DATE: 6-12-2023

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

JUSTIFICATION: Increased Lubricant costs.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/12/23	$800.00	100774-65080 770774 - BUILDMAINT-ELECSUPP	Building Maintenance	100774-64300 770774-LUBRICANTS	Lubricants
6/12/23	$130.00	100774-64100 770774-UNIFORMS	Clothing/Uniforms	100774-62220 770774-EMPLTRAN-MEALSLODG	EE Dev meet Trav Meal Lodg
6/12/23	$100.00	100774-62220 770774-EMPLTRAN-TRAV TRAN	EE Dev meet Trav Meal Lodg	100774-62220 770774-EMPLTRAN-MEALSLODG	EE Dev meet Trav Meal Lodg
6/12/23	$259.00	100774-62220 770774-EMPLTRAN-STAFFDEV	EE Dev meet Trav Meal Lodg	100774-62220 770774-EMPLTRAN-MEALSLODG	EE Dev meet Trav Meal Lodg

Department Head Signature: Dwayne DeMay YBM

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland

FROM: Wendy Balo

DATE: 6/6/2023

SUBJECT: Line-Item Transfer Request

Justification: These District Support Grants were approved at the June 6th 2023 Commissioner meeting.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Project	Account Name
6/6/23	$8,550.00	170081-66935	District Support Grant	081DSG	Graceland-Roads-GravlMaint
6/6/23	$4,500.00	170081-66935	District Support Grants	081DSG	WardCreek-Formation

Department Head Signature: _____

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland

FROM: Bill Beastrom

DATE: June 6 2023

SUBJECT: Line-Item Transfer Request

JUSTIFICATION:

Item 1- The original scope of project was only one roof access and there should have been two. The project consists of building a metal safety ladder to access roof at Bell Nob and not relying on ladders against building. Staff will use the new roof access to maintain the HVAC units on roof.

Item 2-We have been short handed in custodial staff this year and we have had staff working extra to keep buildings cleaned. We also used quite a bit of our Overtime budget earlier in the year when the Library flooded

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/6/2023	$8,000	100084-68120 Project Budget String	Library Install Electronic Door Locks 084220070	100084-68120 Project Budget String	Parks & Rec Install Roof Access 08423014
6/6/2023	$2,500	100083-60200	Part Time Regular	100083-60100	Full Time OT

Department Head Signature: _____

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland

FROM: Bill Beastrom

DATE: June 14 2023

SUBJECT: Line-Item Transfer Request

JUSTIFICATION:

Item 1- Due to shortages in staffing numbers we were forced to hire a janitorial service company to assist in maintaining buildings.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/14/2023	$5,000	100083-62450	EE Dev Meet Trav Meal Lodge	100083-64060	Janitorial Supplies

Department Head Signature: Bill Beastrom 6/14/23

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Road & Bridge

DATE: **6/1/2023**

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: End of Year Adjustment/Inflation

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/1/2023	40,000	100141-63050	Royalty/Easement	100141-65000	Veh Parts/Repairs
6/1/2023	65,000	100141-64200	Diesel	100141-65000	Veh Parts/Repairs

Department Head Signature: Kevin D Weis

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Sheriff Scott Matheny

DATE: 6/14/2023

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: Payroll

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/14/2023	$750.00	100053-64700	Medical Supplies	100053-60200	Part-time Regular
6/14/2023	$60.00	100053-64700	Medical Supplies	100053-61000	FICA/Medicare
6/14/2023	$150.00	100053-64700	Medical Supplies	100053-61400	Retirement
6/14/2023	$50.00	100053-64700	Medical Supplies	100053-61500	Insurance Benefits

Department Head Signature: _____ 6/8/23

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Sheriff Scott Matheny

DATE: 6/6/2023

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: Staff Coverage

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/6/2023	$15,000.00	100051-60005	Full Time – Regular	100051-60100	Full Time - OT
6/6/2023	$10,000.00	100052-60005	Full Time – Regular	100052-60100	Full Time - OT

Department Head Signature: _____

Commissioner Signature: _____

2023-055

Position Vacancy Justification

Department:	**Adult Treatment Court**		Date:	**6/5/2023**
Position Title:	**Administrative Assistant**			
Classification Grade:	**104**	Current Salary of Incumbent:	**$39,166.40**	
Salary Range:	Min **$36,337.60**	Mid **$46,165.60**	Max **$55,993.60**	
Justification for Hiring Position:	Current Administrative Assistant resigning. (as of 7/21/23)			
Termed Incumbent:				
Position Originated:				
Funding Source for Position:	County: **Yes**	State: **Yes**	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	Chad Beem	6/5/2023		
H.R. Resources Director Approval & Date		6/5/2023		
Commissioner Approval & Date				

2023-056

Position Vacancy Justification

Department:	**Public Health**			Date:	**6/13/2023**
Position Title:	**Financial Specialist**				
Classification Grade:	**106**		Current Salary of Incumbent:	**$55,473.60**	
Salary Range:	Min **$41,974.40**		Mid **$53,320.80**	Max **$64,667.20**	
Justification for Hiring Position:	The Financial Specialist is a long-term position of public health. Public health has a total of three administrative staff members, one of which is a Financial Specialist. This position files medical insurance, Medicare, and Medicaid reimbursement, manages patient medical records, assists the administrative assistant with daily tasks such as answering phone calls and checking patients in to the office for services. This position is also cross trained to assist the office manager with duties as assigned.				
Termed Incumbent:	Termed incumbent is being promoted to Office Manager				
Position Originated:	This is a long-term position of Public Health				
Funding Source for Position:	County: **x**	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time **X**	Part-Time	Number of Annual Hours:		
Reason for Vacancy:	Replacement due to Promotion: Termed incumbent is being promoted		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	**Yes**				
Benefit Eligible:	**Yes**				
Department Head Signature & Date	Jane Olson, MSN, RN, ABHm-BC 6/13/2023				
H.R. Resources Director Approval & Date	6/13/2023				

2023-057

Position Vacancy Justification

Department:	**Public Works - Custodial**			Date:	**6/21/2023**
Position Title:	**Custodian I**				
Classification Grade:	**102**		Current Salary of Incumbent:	**$17.82/hour $37,065.60/yr**	
Salary Range:	Min **15.85**		Mid **20.14**	Max **24.42**	
Justification for Hiring Position:	Position open due to voluntary termination				
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	[signature] 6/13/2023				
H.R. Resources Director Approval & Date	[signature] 6/13/2023				
Commissioner Approval & Date					

2023-051

Position Vacancy Justification

Department:	**CLERK**			Date:	**5/25/2023**
Position Title:	**FINANCIAL SPECIALIST**				
Classification Grade:	**106**	Current Salary of Incumbent:	**N/A**		
Salary Range:	Min **$41,974.40**	Mid **$53,320.80**	Max **$64,667.20**		
Justification for Hiring Position:	Provisionally approved for FY23/24 (Fixed Asset Management) Requesting to begin recruiting process in FY22/23				
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:	**NO**				
Benefit Eligible:	**YES**				
Department Head Signature & Date			5/25/2023		
H.R. Resources Director Approval & Date			5/25/2023		
Commissioner Approval & Date					

2023-054

Position Vacancy Justification

Department:	**Parks and Recreation**			Date:	**5/31/2023**
Position Title:	**Administrative Assistant**				
Classification Grade:	**104**		Current Salary of Incumbent:	**New Position**	
Salary Range:	Min **$17.47**		Mid **$22.20**	Max **$26.92**	
Justification for Hiring Position:	The Administrative Assistant under the direction of the Office Manager will perform a variety of clerical and administrative duties, that include but not limited to processing Po's, work orders, and maintaining files. This person will be responsible for handling all reservations for the Parks and Recreation Department.				
Termed Incumbent:	NA				
Position Originated:	2023				
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:		New Position: X
Existing Budgeted Position:	**Approved for 2023-2024 Budget**				
Benefit Eligible:	**Yes**				
Department Head Signature & Date	Dwayne Dalley 5/31/2023				
H.R. Resources Director Approval & Date	5/31/2023				
Commissioner Approval & Date					

2023 - 053

Position Vacancy Justification

Department:	**Parks & Recreation**			Date:	**5/30/2023**
Position Title:	**Senior Lifeguard**				
Classification Grade:	**105**	Current Salary of Incumbent:	**New position**		
Salary Range:	Min **$18.35**	Mid **$23.31**	Max **$28.27**		
Justification for Hiring Position:	20 hr A.M. Senior Lifeguard handles daily opening operation of pools including pool tests, daily maintenance, supervision of swimmers, and part-time staff while management is unavailable. Monday-Friday 4:30a-8:30a.				
Termed Incumbent:	N/A				
Position Originated:	2023				
Funding Source for Position:	County: **X**	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time	Part-Time **X**	Number of Annual Hours:		**1,040**
Reason for Vacancy:	Replacement due to Termination:		Replacement due to Retirement:		New Position: Yes
Existing Budgeted Position:	**Approved 2023 – 2024 Budget**				
Benefit Eligible:	**Yes**				
Department Head Signature & Date	Danny Dutton 5-31-2023				
H.R. Resources Director Approval & Date	5/31/2023				
Commissioner Approval & Date					

The following page(s) contain the backup material for Agenda Item: 9:15 Adolescent Substance Use Treatment for JFDC, Service Provider Agreement

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

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

Campbell County
wyoming

Denton Knapp
Executive Director of Administration

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

Contract 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 20, 2023

Title Campbell County Juvenile and Family Drug Court Adolescent Substance Use Treatment Service

Agency Campbell County Juvenile and Family Drug Court

Recipient Youth Emergency Services, Inc.

Funding Source Wyoming Department of Health, Court Supervised Treatment Program grant; and the

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 - Request Form Required**

Date range of contract July 1, 2023 to June 30, 2024

Amount Not to exceed $59,857.00

Summary This is a yearly provider agreement between Campbell County Juvenile and Family Drug Court and Youth Emergency Services, Inc. for adolescent substance use treatment.

Date of Legal Review May 18, 2023 - Edwards

Date of Risk Management Review - Nichols

Approval Signature

Chairman, Coleen Faber

Clerk's Office

CAMPBELL COUNTY JUVENILE & FAMILY DRUG COURT
ADOLESCENT SUBSTANCE USE TREATMENT
SERVICE PROVIDER AGREEMENT
Campbell County Board of Commissioners/Youth Emergency Services, Inc.
Agreement No. 2023 – 2024

THIS AGREEMENT is made and entered into between the Campbell County Juvenile and Family Drug Court-Court Supervised Treatment Program, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716 (Program), by and through the Campbell County Board of Commissioners and Youth Emergency Services, Inc. 905 North Gurley Avenue, Gillette, Wyoming 82716 (Provider).

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

1. This Agreement shall be deemed to have commenced on July 1, 2023, and shall remain in full force and effect until June 30, 2024.

2. Provider shall be the adolescent substance use treatment provider for Program. Provider agrees to provide services in accordance with this Agreement and its Proposal dated April 27, 2021.

3. Provider shall bill monthly for services provided by a properly executed voucher presented to the Program Coordinator at 500 South Gillette Avenue, Suite B600, Gillette, Wyoming 82716, for review prior to approval and payment. Requests for payment shall not exceed the total sum of $59,857.00 (unless otherwise approved by the Management Committee) during the entire term of this Agreement.

4. Provider shall attempt to recover all costs of treatment for services rendered under this Agreement from public and private health insurance and from government benefit Programs prior to seeking payment from the Program. Provider shall provide the Program Coordinator with a monthly accounting of all billings made to such sources for services provided to Program clients pursuant this Agreement. Any amounts recovered from such sources shall be credited against compensation owed to the Provider under this agreement and shall be shown on the monthly invoice.

5. To the fullest extent permitted by law, Provider agrees to indemnify and hold harmless the Program, Program Committee, Campbell County its elected and appointed officials, sponsors, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses, arising from or in connection with, this Agreement except to the extent liability is caused by the sole negligence or willful misconduct of the Program, Program Committee or Campbell County. Provider shall maintain Professional Liability or Errors and Omissions Liability insurance protecting against all claims arising from the Provider's alleged

or real professional errors, omissions, or mistakes in the performance of professional duties under this Agreement, with minimum limits of $1,000,000.00 each occurrence and $1,000,000.00 general aggregate. Provider acknowledges its understanding of this paragraph and realizes a potential financial obligation to the Program in the event of litigation.

6. Program and Provider shall treat as confidential and not disclose to others, information (including technical information, experience, or data) regarding either parties' plans or Programs which come within the knowledge of the parties, without in each instance, securing the prior written consent of the other party, unless such disclosure is required by law or legal process. Nothing contained herein shall prevent, either Provider or Program from disclosing to others or using any manner of information which either party may show: (a) has been published or has become part of the public domain by acts of Provider or Program; (b) has been furnished or made known to Provider or Program by by third parties without restrictions on its disclosure; or (c) was in either parties' possession prior to the disclosure thereof by Program or Provider to each other. Further, Provider shall maintain and restrict disclosure of records regarding Program clients in accordance with all state, local and federal laws.

7. General provisions:

a. The services to be performed by Provider are those of an independent contractor and not as an employee of Program. Provider agrees to assume responsibility for payment of all applicable federal, state and local taxes or contributions imposed or required under employment insurance, social security, income tax and worker's compensation with respect to performance of this Agreement.

b. Program and Provider are independent entities and their employees and volunteers are not to be considered agents or employees of the other.

c. This Agreement and attached documents, including the Agreement between Campbell County and the Wyoming Department of Health represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

d. Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

e. This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

f. The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if Program is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of

the parties to this Agreement that any provision herein may be severed from the Agreement as a whole.

g. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, Sixth Judicial District, sitting in Gillette, Wyoming. The parties hereby waive any objection that a suit or proceeding brought in the foregoing forum is brought in an improper or inconvenient forum or otherwise should be heard in any other forum for any reason including, without limitation, insufficiency in the service of process. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Provider and to Program executing this Agreement. Nothing in this provision is intended nor shall it be construed as to waive Program's sovereign immunity in any way.

h. Program shall have the sole discretion on whether or not Provider is providing services as required pursuant to this Agreement. Program reserves the right to terminate the Agreement upon signs of repudiation by Provider that go to the essence of the Agreement. In the event Program believes Provider has or will breach its agreement, Program shall promptly notify Provider in writing of the alleged breach or possible repudiation. Provider shall have ten (10) days from the date of such notice within which to inform Program of its plan to cure the breach or repudiation but in no case shall Provider take more than thirty (30) days to cure the breach or repudiation unless agreed upon in writing by the parties. If the breach or repudiation is such that it renders performance of the Agreement impossible or impracticable then Program shall, at its option terminate the agreement upon ten (10) day written notice to the Provider. If Provider fails to cure the breach or repudiation within the time agreed upon the Agreement shall terminate immediately. In such event, all finished documents, data, models, and reports prepared under this Agreement shall become the property of Program upon payment for services rendered through the termination of the Agreement.

i. Provider certifies and warrants no gratuities, kick-backs, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

j. The parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

k. The parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto, and each party further agrees to indemnify, release, save and hold harmless the other and their officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing this Agreement to comply with the requirements, responsibilities and/or duties as such are set forth in the Americans with Disabilities Act and/or properly promulgated rules and regulations related thereto.

l. Program and Campbell County do not waive its Governmental Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, Program and Campbell County fully retain all immunities and defenses provided by law with regard to any action, whether in tort, agreement or any other theory of law, based on this Agreement.

m. Program and Provider affirm, to their knowledge, no Provider employee has any personal beneficial interest whatsoever in the Agreement described herein. No staff member of Provider, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

n. Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond its control, and without the fault or the negligence of the party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of the party.

o. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring action for breach of this Agreement. This provision is not intended to waive County's sovereign immunity in any way and shall not be construed to waive County's sovereign immunity in any way.

p. Program's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services provided by Provider, this Agreement may be terminated by Campbell County at the end of the period for which funds are available. Program shall notify Provider, at the earliest possible time, of the services which will or may be effected by a shortage of funds. No penalty shall accrue to Program in the event this provision is exercised, and Program shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit Program to terminate this Agreement to acquire similar services from another party.

q. All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed below or when personally delivered to the party. A party may change its address and/or the designated attention person for notice hereunder

by giving written notice to the other party.

Campbell County Juvenile and Family Drug Court
Attention: Jim Lyon, Jr.
200 South Gillette Ave., Suite B600
Gillette, WY 82716

Youth Emergency Services, Inc.
Attention: Ryan Anderson
905 North Gurley Avenue
Gillette, WY 82716

r. Either party may terminate this agreement upon a sixty (60) day written notice provided to the other party.

CAMPBELL COUNTY BOARD OF COMMISSIONERS

BY:_____ **Dated**_____
Colleen Faber, Chairman

YOUTH EMERGENCY SERVICES, INC

BY:_____ **Dated**_____
Ryan Anderson, Executive Director

The following page(s) contain the backup material for Agenda Item: 9:20 Adult Substance Use Treatment for JFDC, Service Provider Agreement

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

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

Campbell County
wyoming

Denton Knapp
Executive Director of Administration

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

Contract 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 20, 2023

Title Campbell County Juvenile and Family Drug Court Adult Substance Use Treatment Service

Agency Campbell County Juvenile and Family Drug Court

Recipient Step Stone Counseling, LLC

Funding Source Wyoming Department of Health, Court Supervised Treatment Program grant

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 - Request Form Required**

Date range of contract July 1, 2023 to June 30, 2024

Amount Not to exceed $40,540.00

Summary This is a yearly provider agreement between Campbell County Juvenile and Family Drug Court and Step Stone Counseling, LLC. for adult substance use treatment.

Date of Legal Review May 18, 2023 - Edwards

Date of Risk Management Review Approval – Nichols

Signature

Chairman, Coleen Faber

Clerk's Office

CAMPBELL COUNTY JUVENILE & FAMILY DRUG COURT
ADULT SUBSTANCE USE TREATMENT
SERVICE PROVIDER AGREEMENT
Campbell County Board of Commissioners/ Step Stone Counseling, LLC
Agreement No. 2023 – 2024

THIS AGREEMENT is made and entered into between the Campbell County Juvenile and Family Drug Court-Court Supervised Treatment Program, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716 (Program), by and through the Campbell County Board of Commissioners and Step Stone Counseling, LLC 306 South Gillette Avenue, Suite b Gillette, Wyoming 82716 (Provider).

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

1. This Agreement shall be deemed to have commenced on July 1, 2023, and shall remain in full force and effect until June 30, 2024.

2. Provider shall be the primary adult substance use treatment provider for Program. Provider agrees to provide services in accordance with this Agreement and its Proposal dated April 27, 2021.

3. Provider shall bill monthly for services provided by a properly executed voucher presented to the Program Coordinator at 500 South Gillette Avenue, Suite B600, Gillette, Wyoming 82716, for review prior to approval and payment. Requests for payment shall not exceed the total sum of $40,540.00 (unless otherwise approved by the Management Committee) during the entire term of this Agreement.

4. Provider shall attempt to recover all costs of treatment for services rendered under this Agreement from public and private health insurance and from government benefit programs prior to seeking payment from the Program. Provider shall provide the Program Coordinator with a monthly accounting of all billings made to such sources for services provided to Program clients pursuant this Agreement. Any amounts recovered from such sources shall be credited against compensation owed to the Provider under this agreement and shall be shown on the monthly invoice.

5. To the fullest extent permitted by law, Provider agrees to indemnify and hold harmless the Program, Program Committee, Campbell County its elected and appointed officials, sponsors, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses, arising from or in connection with, this Agreement except to the extent liability is caused by the sole negligence or willful misconduct of the Program, Program Committee or Campbell County. Provider shall maintain Professional Liability or Errors and Omissions Liability insurance protecting against all claims arising from the Provider's alleged

or real professional errors, omissions, or mistakes in the performance of professional duties under this Agreement, with minimum limits of $1,000,000.00 each occurrence and $1,000,000.00 general aggregate. Provider acknowledges its understanding of this paragraph and realizes a potential financial obligation to the Program in the event of litigation.

6. Program and Provider shall treat as confidential and not disclose to others, information (including technical information, experience, or data) regarding either parties' plans or programs which come within the knowledge of the parties, without in each instance, securing the prior written consent of the other party, unless such disclosure is required by law or legal process. Nothing contained herein shall prevent, either Provider or Program from disclosing to others or using any manner of information which either party may show: (a) has been published or has become part of the public domain by acts of Provider or Program; (b) has been furnished or made known to Provider or Program by by third parties without restrictions on its disclosure; or (c) was in either parties' possession prior to the disclosure thereof by Program or Provider to each other. Further, Provider shall maintain and restrict disclosure of records regarding Program clients in accordance with all state, local and federal laws.

7. General provisions:

a. The services to be performed by Provider are those of an independent contractor and not as an employee of Program. Provider agrees to assume responsibility for payment of all applicable federal, state and local taxes or contributions imposed or required under employment insurance, social security, income tax and worker's compensation with respect to performance of this Agreement.

b. Program and Provider are independent entities and their employees and volunteers are not to be considered agents or employees of the other.

c. This Agreement and attached documents, including the Agreement between Campbell County and the Wyoming Department of Health represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

d. Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

e. This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

f. The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if Program is advised of any such actual or potential invalidity or unenforceability, such holding or advice

shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties to this Agreement that any provision herein may be severed from the Agreement as a whole.

g. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, Sixth Judicial District, sitting in Gillette, Wyoming. The parties hereby waive any objection that a suit or proceeding brought in the foregoing forum is brought in an improper or inconvenient forum or otherwise should be heard in any other forum for any reason including, without limitation, insufficiency in the service of process. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Provider and to Program executing this Agreement. Nothing in this provision is intended nor shall it be construed as to waive Program's sovereign immunity in any way.

h. Program shall have the sole discretion on whether or not Provider is providing services as required pursuant to this Agreement. Program reserves the right to terminate the Agreement upon signs of repudiation by Provider that go to the essence of the Agreement. Provider specifically agrees that it will obtain CARF accreditation within the guidelines set by Wyoming Department of Health Substance Abuse Division. In the event Program believes Provider has or will breach its agreement, Program shall promptly notify Provider in writing of the alleged breach or possible repudiation. Provider shall have ten (10) days from the date of such notice within which to inform Program of its plan to cure the breach or repudiation but in no case shall Provider take more than thirty (30) days to cure the breach or repudiation unless agreed upon in writing by the parties. If the breach or repudiation is such that it renders performance of the Agreement impossible or impracticable then Program shall, at its option terminate the agreement upon ten (10) day written notice to the Provider. If Provider fails to cure the breach or repudiation within the time agreed upon the Agreement shall terminate immediately. In such event, all finished documents, data, models, and reports prepared under this Agreement shall become the property of Program upon payment for services rendered through the termination of the Agreement.

i. Provider certifies and warrants no gratuities, kick-backs, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

j. The parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

k. The parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto, and each party further agrees to indemnify, release, save and hold harmless the other and their

officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing this Agreement to comply with the requirements, responsibilities and/or duties as such are set forth in the Americans with Disabilities Act and/or properly promulgated rules and regulations related thereto.

l. Program and Campbell County do not waive its Governmental Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, Program and Campbell County fully retain all immunities and defenses provided by law with regard to any action, whether in tort, agreement or any other theory of law, based on this Agreement.

m. Program and Provider affirm, to their knowledge, no Provider employee has any personal beneficial interest whatsoever in the Agreement described herein. No staff member of Provider, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

n. Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond its control, and without the fault or the negligence of the party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of the party.

o. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring action for breach of this Agreement. This provision is not intended to waive County's sovereign immunity in any way and shall not be construed to waive County's sovereign immunity in any way.

p. Program's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services provided by Provider, this Agreement may be terminated by Campbell County at the end of the period for which funds are available. Program shall notify Provider, at the earliest possible time, of the services which will or may be effected by a shortage of funds. No penalty shall accrue to Program in the event this provision is exercised, and Program shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit Program to terminate this Agreement to acquire similar services from another party.

q. All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed below or when personally delivered to the party. A party may change its address and/or the designated attention person for notice hereunder by giving written notice to the other party.

Campbell County Juvenile and Family Drug Court
Attention: Jim Lyon, Jr.
200 South Gillette Ave., Suite B600
Gillette, WY 82716

Step Stone, LLC.
Attention: Lori Dougherty
306 South Gillette Avenue, Suite B
Gillette, WY 82716

r. Either party may terminate this agreement upon a sixty (60) day written notice provided to the other party.

CAMPBELL COUNTY BOARD OF COMMISSIONERS

BY:_____ **Dated**_____
Colleen Faber, Chairman

PERSONAL FRONTIERS, INC

BY:_____ **Dated**_____
Lori Dougherty

The following page(s) contain the backup material for Agenda Item: 9:25 Individual and Family Therapy Mental Health for JFDC, Service Provider Agreement

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

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

Campbell County
wyoming

Denton Knapp
Executive Director of Administration

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

Contract 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 20, 2023

Title Campbell County Juvenile and Family Drug Court Individual and Family Therapy & Mental Health

Agency Campbell County Juvenile and Family Drug Court

Recipient Counseling Connections, LLC

Funding Source County 1% funds, City 1% funds and Community Juvenile Service Board Grant

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 - Request Form Required**

Date range of contract July 1, 2023 to June 30, 2024

Amount Not to exceed $42,000

Summary This is a yearly provider agreement between Campbell County Juvenile and Family Drug Court and Counseling Connections, LLC for individual and family therapy and mental health services.

Date of Legal Review May 18, 2023 - Edwards

Date of Risk Management Review Approval Nichols

Signature

Chairman, Coleen Faber

Clerk's Office

CAMPBELL COUNTY JUVENILE & FAMILY DRUG COURT
INDIVIDUAL AND FAMILY THERAPY & MENTAL HEALTH
SERVICE PROVIDER AGREEMENT
Campbell County Board of Commissioners/Counseling Connections, LLC
Agreement No. 2023-2024

THIS AGREEMENT is made and entered into between the Campbell County Juvenile and Family Drug Court-Court Supervised Treatment Program, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716 (Program), by and through the Campbell County Board of Commissioners and Counseling Connections, LLC 707 West 8th Street, Gillette, Wyoming 82716 (Provider).

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

1. This Agreement shall be deemed to have commenced on July1, 2023, and shall remain in full force and effect until June 30, 2024.

2. Provider shall be the primary individual and family therapy treatment provider for Program. Provider agrees to provide services in accordance with this Agreement and Proposal dated April 21, 2021.

3. Provider shall bill monthly for services provided by a properly executed voucher presented to the Program Coordinator at 500 South Gillette Avenue, Suite B600, Gillette, Wyoming 82716, for review prior to approval and payment. Requests for payment shall not exceed the total sum of $42,000.00 (unless otherwise approved by the Management Committee) during the entire term of this Agreement.

4. Provider shall attempt to recover all costs of treatment for services rendered under this Agreement from public and private health insurance and from government benefit programs prior to seeking payment from the Program. Provider shall provide the Program Coordinator with a monthly accounting of all billings made to such sources for services provided to Program clients pursuant this Agreement. Any amounts recovered from such sources shall be credited against compensation owed to the Provider under this agreement and shall be shown on the monthly invoice.

5. To the fullest extent permitted by law, Provider agrees to indemnify and hold harmless the Program, Program Committee, Campbell County its elected and appointed officials, sponsors, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses, arising from or in connection with, this Agreement except to the extent liability is caused by the sole negligence or willful misconduct of the Program, Program Committee or Campbell County. Provider shall maintain Professional Liability or Errors and Omissions Liability insurance protecting against all claims arising from the Provider's alleged

or real professional errors, omissions, or mistakes in the performance of professional duties under this Agreement, with minimum limits of $1,000,000.00 each occurrence and $1,000,000.00 general aggregate. Provider acknowledges its understanding of this paragraph and realizes a potential financial obligation to the Program in the event of litigation.

6. Program and Provider shall treat as confidential and not disclose to others, information (including technical information, experience, or data) regarding either parties' plans or programs which come within the knowledge of the parties, without in each instance, securing the prior written consent of the other party, unless such disclosure is required by law or legal process. Nothing contained herein shall prevent, either Provider or Program from disclosing to others or using any manner of information which either party may show: (a) has been published or has become part of the public domain by acts of Provider or Program; (b) has been furnished or made known to Provider or Program by by third parties without restrictions on its disclosure; or (c) was in either parties' possession prior to the disclosure thereof by Program or Provider to each other. Further, Provider shall maintain and restrict disclosure of records regarding Program clients in accordance with all state, local and federal laws.

7. General provisions:

a. The services to be performed by Provider are those of an independent contractor and not as an employee of Program. Provider agrees to assume responsibility for payment of all applicable federal, state and local taxes or contributions imposed or required under employment insurance, social security, income tax and worker's compensation with respect to performance of this Agreement.

b. Program and Provider are independent entities and their employees and volunteers are not to be considered agents or employees of the other.

c. This Agreement and attached documents, including the Agreement between Campbell County and the Wyoming Department of Health represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

d. Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

e. This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

f. The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if Program is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of

the parties to this Agreement that any provision herein may be severed from the Agreement as a whole.

g. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, Sixth Judicial District, sitting in Gillette, Wyoming. The parties hereby waive any objection that a suit or proceeding brought in the foregoing forum is brought in an improper or inconvenient forum or otherwise should be heard in any other forum for any reason including, without limitation, insufficiency in the service of process. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Provider and to Program executing this Agreement. Nothing in this provision is intended nor shall it be construed as to waive Program's sovereign immunity in any way.

h. Program shall have the sole discretion on whether or not Provider is providing services as required pursuant to this Agreement. Program reserves the right to terminate the Agreement upon signs of repudiation by Provider that go to the essence of the Agreement. In the event Program believes Provider has or will breach its agreement, Program shall promptly notify Provider in writing of the alleged breach or possible repudiation. Provider shall have ten (10) days from the date of such notice within which to inform Program of its plan to cure the breach or repudiation but in no case shall Provider take more than thirty (30) days to cure the breach or repudiation unless agreed upon in writing by the parties. If the breach or repudiation is such that it renders performance of the Agreement impossible or impracticable then Program shall, at its option terminate the agreement upon ten (10) day written notice to the Provider. If Provider fails to cure the breach or repudiation within the time agreed upon the Agreement shall terminate immediately. In such event, all finished documents, data, models, and reports prepared under this Agreement shall become the property of Program upon payment for services rendered through the termination of the Agreement.

i. Provider certifies and warrants no gratuities, kick-backs, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

j. The parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

k. The parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto, and each party further agrees to indemnify, release, save and hold harmless the other and their officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing this Agreement to comply with the requirements, responsibilities and/or duties as such are set forth in the Americans with Disabilities Act and/or properly promulgated rules and regulations related thereto.

l. Program and Campbell County do not waive its Governmental Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, Program and Campbell County fully retain all immunities and defenses provided by law with regard to any action, whether in tort, agreement or any other theory of law, based on this Agreement.

m. Program and Provider affirm, to their knowledge, no Provider employee has any personal beneficial interest whatsoever in the Agreement described herein. No staff member of Provider, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

n. Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond its control, and without the fault or the negligence of the party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of the party.

o. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring action for breach of this Agreement. This provision is not intended to waive County's sovereign immunity in any way and shall not be construed to waive County's sovereign immunity in any way.

p. Program's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services provided by Provider, this Agreement may be terminated by Campbell County at the end of the period for which funds are available. Program shall notify Provider, at the earliest possible time, of the services which will or may be effected by a shortage of funds. No penalty shall accrue to Program in the event this provision is exercised, and Program shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit Program to terminate this Agreement to acquire similar services from another party.

q. All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed below or when personally delivered to the party. A party may change its address and/or the designated attention person for notice hereunder

by giving written notice to the other party.

Campbell County Juvenile and Family Drug Court
Attention: Jim Lyon, Jr.
200 South Gillette Ave., Suite B600
Gillette, WY 82716

Counseling Connections, LLC
Attention: Jamie Hurich
707 West 8th Street
Gillette, WY 82716

r. Either party may terminate this agreement upon a sixty (60) day written notice provided to the other party.

CAMPBELL COUNTY BOARD OF COMMISSIONERS

BY:_____ **Dated**_____
Colleen Faber, Chairman

COUNSELING CONNECTIONS, LLC

BY:_____ **Dated**_____
Jamie Hurich, Partner

The following page(s) contain the backup material for Agenda Item: 9:30 Adult Substance Use Treatment for ATC, Service Provider Agreement

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

CAMPBELL COUNTY ADULT TREATMENT COURTS PROGRAM
SERVICE PROVIDER AGREEMENT

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

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

1. This agreement shall apply to services rendered to Program clients on or after July 1, 2023 and shall remain in full force and effect for services rendered through June 30, 2025.

2. Provider shall engage in the services of being a treatment provider, including assessment/evaluation and treatment for the Program. Provider agrees to provide services in accordance with this agreement and the agreement between Campbell County, Wyoming, and the Wyoming Department of Health which by this reference is incorporated herein. Specifically, but without limitation, Provider agrees to comply with State of Wyoming certification requirements and/or accreditation guidelines set forth by the Department of Health, Substance Abuse Division. Further, Provider agrees to follow the provisions contained in the rules and regulations for the State funding and certification of Court Supervised Treatment Programs and the rules and regulations for provision of substance abuse services to the criminal justice population.

    a. All treatment will be accomplished at Provider's facilities unless the client is incarcerated in which case Provider agrees to provide services at the detention facility.

    b. In addition to providing treatment services, Provider shall attend staffing meetings and Court as may be necessary.

3. Provider agrees to maintain all necessary licenses, accreditations and certifications required to perform the services under this Agreement in accordance the Wyoming Mental Health Professions Licensing Board's Rules and Regulations and to submit proof to the Program upon request.

4. The Program shall pay the Provider at the rates established in the attached Exhibit 1 which by this reference is incorporated herein. In the event any Program client needs treatment services above and beyond those contemplated by this agreement, those treatment services shall be the responsibility of the Program client and shall be separately negotiated between the Provider and the client.

5. Provider shall bill monthly for services provided under this agreement by a properly executed voucher presented to the Adult Treatment Courts Director for review prior to approval and payment. Provider shall attempt to recover all costs of treatment for services rendered under this agreement from public and private health insurance and from government benefit programs

prior to seeking payment from the Program. All costs recovered from such sources shall be credited against compensation owed to the Provider under this agreement and shall be shown in the monthly invoice.

6. Provider will adhere to the treatment schedule as agreed to by the Provider and/or the Adult Treatment Courts Director, with full hours of treatment provided, unless an emergency arises. The appropriate treatment modality is at the discretion of Provider, but must be in compliance with the standards established by the Wyoming Department of Health for substance abuse treatment and individual counseling.

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

7. When possible, Program shall provide training opportunities to Provider, if the Program budget allows.

8. Provider shall be responsible for purchasing treatment materials and other expenses necessary to perform the services required under the terms of this Agreement except for Program client supplies as follows: AA books, Twelve Steps and Twelve Tradition books, NA books and binders for Phase I clients. Otherwise, Program's sole financial obligation to Provider is as set forth in paragraph four (4) above.

9. Provider shall complete the assessment/screenings for Program clients within five (5) working days of notification by Adult Treatment Court staff of a client's acceptance into the Program. Provider shall submit written weekly reports outlining the individual, family and group sessions held that month, status/progress in treatment, and attendance for each Program client and supply all data required by the Substance Abuse Division for the State of Wyoming in the FIVE POINT/CASEWORX System, or any other database designated by the Adult Treatment Courts.

10. Provider shall prepare an individual treatment plan for each Program client with each plan being subject to modification as needed. A copy of all treatment plans, original and amended, shall be submitted to the Adult Treatment Courts Director within five (5) business days. Treatment identified in the treatment plan must commence no later than ten (10) days from the date of acceptance into the Program unless approved by the Adult Treatment Courts Director. Provider shall promptly refer Program clients to an outside mental health provider for mental health services at the direction of the Treatment Team or if Provider deems it necessary. If such a referral is made, Provider shall maintain regular contact with the outside mental health service provider to facilitate treatment coordination.

11. Provider shall provide to the Adult Treatment Courts Director the Continuing Care Plan prior to the Program client's scheduled Adult Treatment Court graduation date.

12. Provider shall also be responsible for providing timely mental health and substance abuse assessments for all current or potential Program clients utilizing the Wyoming Department of Health approved assessment instruments. Assessments will be conducted on a case-by-case basis when warranted by the ASI/ASAM testing and approved by the Treatment Team. The mental health and substance abuse assessments and reports shall be submitted to the Treatment Team for review prior to admission into the Program. It is agreed and understood that an ASI/ASAM is required to be administered and interpreted by an ASI/ASAM certified counselor by the State of Wyoming. Provider represents that any treatment providers used to comply with this Agreement will be certified.

13. To the fullest extent permitted by law, Provider agrees to indemnify and hold harmless the Treatment Team, Campbell County, its elected and appointed officials, employees, and volunteers from all liability for injuries, damages, claims, penalties, actions, demands, or expenses arising from or in connection with this Agreement except to the extent liability is caused by the sole negligence or willful misconduct of the Program, Treatment Team, or Campbell County.

14. Provider shall maintain liability insurance for the term of this Agreement sufficient to cover its obligations under this Agreement and provide Program with proof of such insurance upon execution of this Agreement and as requested by the Program. Provider acknowledges its understanding of this paragraph and realizes a potential financial obligation to Program in the event of litigation.

15. Program and Provider shall treat as confidential and not disclose to others, information (including technical information, experience, or data) regarding either parties' plans or programs which come within the knowledge of the parties, without in each instance, securing the prior written consent of the other party, unless such disclosure is required by law or legal process. Nothing shall prevent, however, either Provider or Program from disclosing to others or using any manner, information which either party may show (a) has been published or has become part of the public domain by acts of Provider or Program; (b) has been furnished or made known to Provider or Program by third parties without restrictions on its disclosure; or
(c) was in either parties' possession prior to the disclosure thereof by Program or Provider to each other. Further, Provider shall maintain and restrict disclosure of records regarding Program clients in accordance with all state, local and federal laws. To ensure compliance with the confidentiality provisions of this Agreement, Provider shall have all treatment providers it utilizes to fulfill the terms of this Agreement complete and execute a statement reflecting the forgoing confidentiality requirements.

16. General provisions:

    a. The services to be performed by Provider are those of an independent contractor and not as an employee of Program or Campbell County. Provider agrees to assume responsibility, as applicable, for payment of all federal, state, and local taxes or contributions imposed or required under employment insurance, social security, income tax and worker's compensation with respect to performance of this Agreement.

    b. Program and Provider are independent entities, and their employees and volunteers are not

to be considered agents or employees of the other.

c. This Agreement with all attachments and the referenced contract between Campbell County and the Wyoming Department of Health represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representatives, and agreements, whether written or oral.

d. Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

e. This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

f. The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the Program is advised of any such actual and or potential invalidity or unenforceability, such holding, or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties to this Agreement that any provision herein may be severed from the Agreement as a whole.

g. If any dispute arises between the parties, any suit or proceeding at law, or in equity, shall be brought in the District Court of the State of Wyoming, Sixth Judicial District, sitting in Gillette, Wyoming. The parties agree that if either party sues in any other court than the above named, the parties shall cooperate fully in the removal, transfer or dismissal, as necessary, of any such proceeding to the end no suit concerning this Agreement shall lie, except in the court. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Provider and to Program executing this Agreement. Nothing in this provision is intended, nor shall it be construed as to waive Program's sovereign immunity in any way.

h. The parties agree that Campbell County and the Treatment Team shall have sole discretion on whether Provider is providing the services as required pursuant to this Agreement. The Treatment Team will give notice of non-compliance in writing and this contract may be terminated ten (10) days after the mailing of the notice to Provider if the Treatment Team so elects. Provider will have ten (10) days to turn over all documents, work product and all other necessary documents to the new service provider upon request by the Treatment Team, either verbally or in writing. Provider shall have twenty (20) days from the initial mailing of the notice of non-compliance to submit final vouchers for services rendered to the Program participants and the Program. The Treatment Team and Provider will make every effort to resolve issues of non-compliance prior to termination of the contract. In the event they cannot be resolved, the Treatment Team shall follow the procedures outlined above.

i. Provider certifies and warrants no gratuities, kick-backs, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

j. All parties agree they will not discriminate against any person who performs work

under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

k. All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. §12101, et seq., and/or any properly promulgated rules and regulations relating thereto, and each party further agrees to indemnify, release, save and hold harmless the other and their officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing this Agreement to comply with requirements, responsibilities and/or duties as such are set forth in the Americans with Disabilities Act and/or properly promulgated rules and regulations related thereto.

l. Campbell County and Program do not waive their Governmental Immunity, as provided by any applicable law including W.S. §1-39-101 et sec., by entering into this Agreement. Further, Campbell County and Program fully retains all immunities and defenses as provided by law about any action, whether in tort, contract, or any other theory of law, based on this Agreement.

m. Campbell County, Program and Provider affirm, to their knowledge, that Provider does not have any personal beneficial interest whatsoever in the Agreement described herein. Provider agrees to not engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

n. Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of the party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of the party.

o. The parties do not intend to create in another individual or entity the status of third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only party's signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party 's performance or failure to perform any term or condition of this Agreement, or to bring action for breach of this Agreement. This provision is not intended to waive Program's sovereign immunity in any way and shall not be construed to waive Program's sovereign immunity in any way.

p. Campbell County's and the Program's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services provided by Provider, this Agreement may be terminated by Program at the end of the period for which funds are available. Program shall notify Provider at the earliest

possible time, of the services which will or may be affected by a shortage of funds. No penalty shall accrue to Program in the event this provision is exercised, and Program shall not be obligated or liable for any future payments due or for any damages because of termination under this provision. This provision shall not be interpreted or construed to permit Program to terminate this Agreement to acquire similar services from another party.

q. All notices required and permitted under this Agreement shall be deemed to have been given, when deposited in the U.S. Mail, properly stamped, and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered to the party. A party may change its address for notice hereunder by giving written notice to the other party.

r. Either party may terminate this agreement upon a 90-day written notice.

BOARD OF COUNTY COMMISSIONERS

By:_____
Colleen D. Faber, Chairman

Dated:_____

STEP STONE COUNSELING, LLC

By:_____
Lori Dougherty

Dated:_____

EXHIBIT 1

Cost of Proposed Services

Service	Description	Cost
Onsite Screening and Assessment	As defined on pages 4 – 5	$150.00
Offsite Screening and Assessment	As defined on pages 4 – 5	$175.00

Hourly cost based on assumptions and requirements outlined in the request for proposal:

Service	CPT Code	Description	Cost
Client Intake	n/a	Billed to CCATC flat rate per client	$75.00
Group Treatment	90853	Billed to CCATC flat rate per client	$44.00
Psychotherapy, 30 minutes	90832	Billed to CCATC per hour/per client	$100.00
Psychotherapy, 45 minutes	90834	Billed to CCATC per hour/per client	$125.00
Psychotherapy, 60+ minutes	90837	Billed to CCATC per hour/per client	$200.00
Family Programming	90849	Billed to CCATC flat rate per client	$360.00
Couple/Family Therapy	90847	Billed to CCATC per hour/per client	$125.00
Initial or Updated Treatment Plan	n/a	Billed to CCATC per hour/per client	$50.00
Case Management by Therapist	n/a	Billed to CCATC per 15-minute unit/per client	$25.00
Case Management by Peer Specialist	n/a	Billed to CCATC per 15-minute unit/per client	$25.00
Staffing and Court	n/a	Billed to CCATC per hour	$85.00

SSC agrees to:

- Provide all service programs without regard for the client's ability to pay.

EXHIBIT 2

STEP STONE COUNSELING

306 South Gillette Ave, Suite B, Gillette, WY 82716
Phone: 307.222.7952
Fax: 307.475.6019
www.stepstonewyo.com

Campbell County Adult Treatment Court – Misdemeanor Program

Treatment Schedule

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

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

Recovery Maintenance: *Recommendation of eight weeks*

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

Aftercare: *Recommendation of eight weeks*

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

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

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

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

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

EXHIBIT 3

STEP STONE COUNSELING

306 South Gillette Ave, Suite B, Gillette, WY 82716
Phone: 307.222.7952
Fax: 307.475.6019
www.stepstonewyo.com

Campbell County Adult Treatment Court – Felony Program

Treatment Schedule

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

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

Recovery Maintenance: *Recommendation of 10 weeks*

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

Aftercare: *Recommendation of 10 weeks*

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

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

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

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

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

The following page(s) contain the backup material for Agenda Item: 9:35 Reporting Structure for Adult Treatment Courts

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

Campbell County
wyoming

MEMORANDUM

. . . from H.R./Risk Management

TO: **Board of Campbell County Commissioners**
Colleen Faber, Chairman
Del Shelstad
Kelley McCreery
Jim Ford
Butch Knutson

FROM: Brandy Elder
Executive Director of Human Resources & Risk Management

DATE: June 20, 2023

SUBJECT: Reporting Structure for Director of Adult Treatment Court

In an effort to bring continuity to the reporting structure within the County, I would like to recommend that the Director of Adult Treatment Court begin reporting directly to the Adult Treatment Court Board. The position has historically reported to the Executive Director, Administration Office of the Commissioners.

As the program grows and expands, the Director is in constant contact with their board it stands to reason that as it is with the majority of directors in the County structure, reporting to the board directly will lead to the most efficient structure. This will allow for a more accurate budgeting and evaluation process as well.

As always, we thank you for your consideration.

The following page(s) contain the backup material for Agenda Item: 9:40 Creation of Senior HR/Risk Management Generalist Position

*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

MEMORANDUM

Personnel Committee

TO: **Board of Campbell County Commissioners**
Colleen Faber, Chairman
Del Shelstad
Kelley McCreery
Jim Ford
Butch Knutson

FROM: Jane Glaser
Executive Director of Public Health, Chairman Personnel Committee

DATE: June 20, 2023

SUBJECT: Creation and Classification of Senior HR/Risk Management Generalist

On June 7, 2023, the Personnel Committee met to review a new job description for the position of Senior HR/Risk Generalist. This position is to act as an avenue for advancement, succession, and interim for the Executive Director of HR/Risk Management should the need arise.

Based on the Committee's review; the following pointing and title are being recommend along with the attached job description for approval.

Title: Senior HR/Risk Management Generalist

Position: Senior HR/Risk Generalist

Category	Pointing	Factor Amount
Education	5	100
Experience	5	86
Management/Supervision	3b	64
Human Collaboration Skills	4a	105
Freedom to Act and Impact of Action	3b	90
Technical Skill	2b	78
Fiscal Responsibility	2	40
Working Conditions	1b	18
		581
	RATING	**110**

As always, thank you for your consideration.

Campbell County
wyoming

Campbell County Job Description

Classification Title	Senior HR/Risk Management Generalist
Pay Grade	110
FLSA Status	Exempt

GENERAL SUMMARY

Assists in supervising, planning, and coordinating the activities and operations of the Human Resources Risk Management Department. Assists employees with their compensation and coordinates the compensation system, maintaining documentation, ensures records are up to date, and assists departments with organizational changes. Identifies risk or potential harm to the organization so that losses can be avoided, controlled, or properly financed. Handles OSHA, worker's compensation, county insurance claims, and maintains required documentation. Provides backup for all HR department functions. Assumes responsibilities of Executive Director Human Resources Risk Management in their absence.

ESSENTIAL DUTIES & RESPONSIBILITIES

The intent of this job description is to provide a representative summary of the major duties and responsibilities performed by employees in this job. Employees may be requested to perform job-related tasks other than those specifically presented in this description.

- Supervises the work of assigned personnel, including assigning, and reviewing work, providing guidance in the absence of the Executive Director.
- Develops and maintains an effective risk management program with activities that prevent and minimize risk, protecting the county's assets, and ensuring a safe environment for employees, customers, and the public.
- Promotes overall workplace safety by developing and coordinating activities for the safety committee and county employees. Implements written safety plans, training, interactive safety website, safety incentives program, fiscally responsible budget, facility inspections, and monthly meetings.
- Oversees and handles OSHA, Workers Compensation, and county insurance claims. Provides corrective action recommendations developed from incident reports, interviews, and investigations. Maintains required documents and confidential records.
- Provides HR support to county departments and backup for all functions in the HR department, including recruiting, employment references and background checks, compensation, benefit administration, and annual open enrollment.
- Acts as point of contact for employees regarding County benefits. Coordinates with the provider to resolve problems and makes necessary recommendations regarding benefit plan changes.
- Assists with preparation, analysis, and incorporation of salary surveys data into a comprehensive program.
- Prepares and composes applicable correspondence. Maintains applicable files. Compiles and organizes reference material.
- Performs related duties as required.

MINIMUM QUALIFICATIONS

Required Education and Experience:

- Bachelor's degree from an accredited college or university in Public or Business Administration or a related field (Preferred)
- Six (6) to ten (10) years of experience in a Human Resources support position
- Any equivalent combination of training, education, and experience that provides the required skills, knowledge and abilities

Required Licenses or Certifications:

- PHR or SHRM-CP Professional Certification (Required)
- OSHA 30-Hour Certification (Required)
- American Heart Association Instructor (Required)

COMPETENCIES FOR SUCCESSFUL PERFORMANCE OF JOB DUTIES

Knowledge of:

- English grammar, spelling, and punctuation
- Modern office procedures, methods, and computer equipment
- Compensation systems and methods
- Purchasing policies and procedures
- Governmental Accounting Standards Board (GASB)
- Pertinent Federal, State, and local codes, laws and regulations
- Principles and procedures of recruitment and selection
- Principles and methods of training and instruction

Skill in:

- Interpersonal skills necessary to develop and maintain effective and appropriate working relationships
- Performing a variety of duties, often changing from one task to another of a different nature
- Performing basic mathematical functions such as addition, subtraction, multiplication, division, percentages, and ratios
- Communication, both oral and written

Ability to:

- Meet schedules and deadlines of the work
- Understand and carry out oral and written directions
- Accurately organize and maintain paper documents and electronic files
- Maintain the confidentiality of information and professional boundaries
- Perform statistical analysis
- Maintain appropriate financial records and reports
- Administer and coordinate contracts
- Interpret, apply, and coordinate adherence to safety programs

Campbell County
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PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The position is generally sedentary. Employees sit most of the time but may walk or stand for brief periods of time.

Campbell County is an Equal Opportunity Employer

Date created:	6/6/2023
Dates revised:	
Commission Approval	

Signature Date

2023-058

Position Vacancy Justification

Department:	**Human Resources/Risk Management**			Date:	**6/15/2023**
Position Title:	**Senior Human Resources Generalist**				
Classification Grade:	**110**		Current Salary of Incumbent:	**N/A**	
Salary Range:	Min **60,361.60**		Mid **76,668.80**	Max **92,976.00**	
Justification for Hiring Position:	To establish a back up to the Ex. Director in case of absence and a structure change in department.				
Termed Incumbent:	N/A				
Position Originated:	New Position				
Funding Source for Position:	County: **Yes**	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:		New Position: X
Existing Budgeted Position:	**Yes- will either replace open position or be filled by existing HR personnel**				
Benefit Eligible:	**Yes**				
Department Head Signature & Date	[signature] 6/15/23				
H.R. Resources Director Approval & Date	[signature] 6/15/23				
Commissioner Approval & Date					

The following page(s) contain the backup material for Agenda Item: 9:45 Creation of Deputy Director, Administration Position

*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

MEMORANDUM

Personnel Committee

TO: **Board of Campbell County Commissioners**
Colleen Faber, Chairman
Del Shelstad
Kelley McCreery
Jim Ford
Butch Knutson

FROM: Jane Glaser
Executive Director of Public Health, Chairman Personnel Committee

DATE: June 20, 2023

SUBJECT: Creation and Classification of Deputy Director, Administration

On June 7, 2023, the Personnel Committee met to review a new job description for the position of Deputy Director, Administration for the Office of Commissioners. This position was created at the direction and advisement of the board of Commissioners to serve as support role to the Executive Director, Administration. The position qualifies for exemption under the Fair Labor Standards (FLSA) standard.

Based on the Committee's review; the following pointing and title are being recommend along with the attached job description for approval.

Title: Deputy Director, Administration

Position: Deputy Director, Administration Commissioners

Category	Pointing	Factor Amount
Education	5	100
Experience	5	86
Management/Supervision	3b	64
Human Collaboration Skills	3b	90
Freedom to Act and Impact of Action	3b	90
Technical Skill	2b	78
Fiscal Responsibility	3	60
Working Conditions	1a	9
		577
	RATING	**110**

As always, thank you for your consideration.

Campbell County
wyoming

Campbell County Job Description

Classification Title	Deputy Director Administration, Commissioners
Pay Grade	110
FLSA Status	Exempt

GENERAL SUMMARY

Performs a variety of highly responsible, complex, and confidential administrative support functions. Organizes and oversees the operations and functions of the assigned office. Provides information, assistance, and high-level administrative support to department/division head, assigned staff, and/or the general public. Coordinates complex scheduling of boards, officials, and processes. Performs financial duties involving accounts payable, accounts receivable, budgets, payroll, and/or grant applications. Oversees the operations and functions of assigned office. Supervises an Administrative Assistant. Assumes specified duties and responsibilities of the Executive Director Administration, in his/her absence.

ESSENTIAL DUTIES & RESPONSIBILITIES

The intent of this job description is to provide a representative summary of the major duties and responsibilities performed by employees in this job. Employees may be requested to perform job-related tasks other than those specifically presented in this description.

- Responsible for the coordination and drafting of the agendas for public meetings prior to review by the Executive Administrative Director.
- Prepares and reviews reports, memorandums, regulations, and general correspondence.
- Post notices, agendas, minutes, and other critical documents on multiple venues.
- Prepare resolutions, proclamations, letters, and additional documents for public meetings.
- Ensure the appropriate signatures are obtained and documents are distributed to departments.
- Coordinate the interviews and appointments of Commissioner-appointed board applicants for 24 County / External Boards.
- Coordinate attendance of Commissioners for specific Commissioner-appointed Board meetings.
- Assist Office of the County Clerk with scheduling the annual independent audit, meetings, and contractual services. Liaise with independent auditor for contract, findings, and recommendations.
- Assist the Office of the County Clerk in the preparation of annual operating and capital budgets for the Office of the Commissioners. Collects and organizes budget information from Commission staff. Monitors assigned budget line items. Provides status reports to the Executive Director of Administration as required
- Coordinate the scheduling of the Commissioners in the County budget process and facilitate communication regarding the budget process with other departments and agencies. Serves as liaison with outside agencies in the budgeting process, including Special Districts briefings.
- Create Contract for Services for recipient agencies of the Optional 1% Sales Tax funding.
- Performs complex bookkeeping duties, including the management and coordination accounts payable, receivable, and billing for the Office of the Commissioners.
- Performs a variety of highly responsible, complex, and confidential administrative support functions of the assigned office.

- Represent the Commissioners to other County departments, elected officials, and outside agencies. Explains County programs, policies, and activities. Negotiates and helps resolve sensitive and controversial issues.
- Supervise the work of assigned personnel, including assigning, and reviewing work, providing guidance, and conducting performance evaluations.
- Supervise assistants, interns, and volunteers serving in the Office of the Commissioners.
- Performs related duties as required.
- Assume specific responsibilities of the Executive Director Administration in his/her absence.

MINIMUM QUALIFICATIONS

Required Education and Experience:

- At least a bachelor's degree from an accredited school
- Five (5) to seven (7) years of experience in office and financial administration
- Any equivalent combination of training, education, and experience that provides the required skills, knowledge, and abilities

Required Licenses or Certifications:

- Class C driver's license

COMPETENCIES FOR SUCCESSFUL PERFORMANCE OF JOB DUTIES

Knowledge of:

- English grammar, spelling, and punctuation
- Principles and practices of basic bookkeeping
- Modern office procedures, methods, and computer equipment
- Operational characteristics, services, and activities of a comprehensive and diversified local government service delivery program
- Federal and state employment laws, regulations, and guidelines, including wage and hour and the Fair Labor Standards Act
- Grant writing and management
- Policies and procedures of assigned department
- Principles and practices of employee supervision, as assigned
- Principles and practices of budget preparation and administration
- Techniques of recruiting, interviewing, and selecting applicants for employment
- Principles of job evaluation and analysis
- Pertinent federal, state, and local laws, codes, and regulations

Skill in:

- Interpersonal skills necessary to develop and maintain effective and appropriate working relationships
- Performing a variety of duties, often changing from one task to another of a different nature
- Performing basic mathematical functions such as addition, subtraction, multiplication, division, percentages, and ratios
- Communication, both oral and written
- Customer service
- Leadership

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Ability to:

- Meet schedules and deadlines of the work
- Understand and carry out oral and written directions
- Accurately organize and maintain paper documents and electronic files
- Maintain the confidentiality of information and professional boundaries
- Update and monitor databases, files, and reports
- Maintain accurate and complete records
- Monitor and review payroll expenditures
- Prepare clear and concise administrative and financial reports
- Interpret, apply, and ensure adherence to various personnel/salary rules, regulations, laws, and ordinances
- Interpret and apply pertinent federal, state, and local laws, codes and regulations including administrative and departmental policies and procedures
- Analyze problems, identify alternative solutions, and implement recommendations

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

- The position is generally sedentary. Employees sit most of the time but may walk or stand for brief periods of time.

Campbell County is an Equal Opportunity Employer.

Date created:	6/6/2023
Dates revised:	6/13/2023
Commission Approval	

Signature Date

2023-059

Position Vacancy Justification

Department:	**Commissioners**			Date:	**6/20/2023**
Position Title:	**Deputy Director, Administration Commissioners**				
Classification Grade:	**110**		Current Salary of Incumbent:	**N/A**	
Salary Range:	Min **$60,361.60**		Mid **$76,668.80**	Max **$92,976.00**	
Justification for Hiring Position:	Serve as back up to Executive Director, Administration, perform support role duties and other duties to the office of commissioners				
Termed Incumbent:	N/A				
Position Originated:	N/A				
Funding Source for Position:	County: **Yes**	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time **X**	Part-Time	Number of Annual Hours:		
Reason for Vacancy:	Replacement due to Termination:		Replacement due to Retirement:		New Position: X
Existing Budgeted Position:	**N/A**				
Benefit Eligible:	**Yes**				
Department Head Signature & Date	Per Denton Knapp / Colleen Faber				
H.R. Resources Director Approval & Date	6/15/2023				
Commissioner Approval & Date					

The following page(s) contain the backup material for Agenda Item: 9:50 Courthouse Remodel CMAR Project 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.

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Department of Public Works *Matt Olsen, P.E., Director*

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

MEMORANDUM

TO: Board of Commissioners

FROM: Clark Melinkovich Senior Engineer CM

DATE: June 20, 2023

SUBJECT: Courtroom Remodel CMAR

As the Owners selected CMAR, Van Ewing Construction has bid out the individual bid packages that make up Courtroom Remodel project. They have compiled the prices and put together a schedule for the phases of the project. Bids received were reviewed by the CMAR, Owner, and architect and prices have been determined to be reasonable for the scopes of work.

The critical schedule of Phase 1 has a completion date of December 4, which will allow the completed courtroom to be considered by the state judicial office for allocation of a new judge during the January legislative session.

Public works recommends the Board approve the contract for CMAR services part 2: Construction with Van Ewing Construction, Inc., in the amount of $3,499,602.50.

CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES
PART 2: CONSTRUCTION

THIS AGREEMENT made this date by and between CAMPBELL COUNTY BOARD OF COMMISSIONERS (hereinafter called "Owner") whose address is 500 S. Gillette Avenue Suite 1100, Gillette, Wyoming 82716 and Van Ewing Construction whose address is 5650 Magnuson Blvd., Gillette WY, 82718 (hereinafter called "CMAR").

WHEREAS, Owner has selected Van Ewing Construction to be the Construction Manager at Risk for the construction of the Campbell County Courtroom Remodel Project (hereinafter called Project); and

WHEREAS, Owner desires to have the project completed in the most economical and efficient manner in order to construct the best project for the budgeted amount.

WHEREAS, Schutz Foss Architects has been contracted with by Owner to provide architectural services for the Project;

NOW, THEREFORE, IT IS AGREED as follows:

1. **Description of Work.**

   a. CMAR will perform and supply all labor, tools, materials and equipment required to manage the construction of the Project.
   b. CMAR will perform all work in a diligent, professional, timely, good and workmanlike manner consistent with the interests of Owner's budget and time limits.
   c. CMAR will subcontract the construction of the project.

2. **Definitions.** The following terms shall have these definitions:

   a. "Guaranteed Maximum Price" (GMP) is the amount which the CMAR guarantees to be the maximum amount due the CMAR for the performance of this Agreement for the Project. All costs which exceed the GMP and are not authorized by change order or a construction change directive as defined herein shall be the responsibility of CMAR.

   b. "Final Completion" is the date all of the Work , including punch list items, have been completed in accordance with the Contract Documents and a certificate of occupancy has been issued by the relevant authority.

c. “Substantial Completion” is the date on which the construction work is sufficiently complete in order that Owner can occupy and use the project for the purposes for which it is intended. All Work must be complete except for punch list items (which are minor items of work identified by the Owner which are to be completed after Substantial Completion and before Final Completion which do not prevent the project from being fully used for the purposes for which it was intended and which will not prevent the issuance of a Certificate of Occupancy).

d. “Work” is the provision of all services, labor, materials, supplies and equipment which are required or reasonably inferable to complete the Project in strict accordance with the Contract Documents.

e. “Construction Manager At-Risk" (CMAR) means a form of construction management in which the Construction Manager At-Risk is an advocate for Owner throughout the Project. In the construction phase of the Project, the Construction Manager At-Risk shall be responsible for all project subcontracts and purchase orders and may conduct all or a portion of the construction project work as set out in this Agreement. The Construction Manager At-Risk shall be responsible for providing a Guaranteed Maximum Price for the Project to Owner prior to commencing construction on the Project.

f. “Contract Documents” consist of the Contract for Construction Manager At Risk Services and all drawings, specifications and addenda issued prior to execution of the contract, and any modifications which include written amendments signed by both parties, a change order, a construction change directive or any written order for a minor change in the Work approved by Owner.

3. Representation. In order to induce Owner to enter into this contract, CMAR represents and warrants to Owner as follows:

a. CMAR is professionally and fully qualified to act as the professional and general manager for the project.

b. CMAR is authorized to engage in business in the State of Wyoming and will maintain all necessary licenses, permits or other authorizations necessary to act as CMAR for the Project until CMAR’s duties under this contract have been fully satisfied.

c. CMAR has the expertise, experience and knowledge, as well as the necessary plant, personel and financial capability to perform its obligations under this contract.

d. CMAR has had full opportunity to inspect the work site and accepts the conditions of the work site in its present condition.

e. The person signing this contract on behalf of CMAR has the authority to legally bind CMAR.

f. CMAR has familiarized itself with the nature and extent of the Contract Documents, work site, locality, and all local conditions, laws and regulations which, in any manner, may affect costs, progress, performance or furnishing of the Work. CMAR has reviewed information shown on the Contract Documents with respect to existing and proposed underground facilities at or contiguous to the site.

4. Authorized Representatives:

a. The Owners authorized representative shall be Matt Olsen, P.E. Campbell County Public Works Director, 500 South Gillette Ave, Suite 1400, Gillette, WY 82716. (307) 685-8061.

b. The CMAR's authorized representative shall be : Jake Ewing, President, Van Ewing Construction, Inc.

5. Agency Consulting, Review and Approval Services.

a. CMAR will research applicable regulations and ordinances; work with the Owner in preparing all submittals to all government agencies whose approval is required for construction of the Project; consult with those agencies to acquire the necessary permits and approvals; provide all narratives and documents required to complete any application required of the Owner by such agencies; assist Owner in obtaining approval from all government agencies whose approval is required for construction of the Project, including making presentations to those agencies; and provide required documents needed to secure approval of any permits from those governmental agencies.

6. Recommendation/Schedules. Recommendations and scheduling discussions took place during Phase 1: Preconstruction Services

7. **Guaranteed Maximum Price (GMP).**

    a. The Guaranteed Maximum Price (GMP) is $3,449,602.50 and is detailed in Exhibit 1 and attached to this contract.

8. **Bidding. –** The bidding portion was completed in Phase 1 : Preconstruction Services

9. **Time.** Time is of the essence in this agreement.

    a. Contract Time. The construction of the Project shall commence on the date Owner issues in writing a Notice-to-Proceed for construction.
    b. Contract Schedule. The project shall be substantially complete in accordance with the schedule provided in Exhibit D of the GMP.
        i. Phase 1 by December 4, 2023
        ii. Phase 2 by April 8, 2024
        iii. Phase 3 by June 28, 2024

10. **Construction Administration**. The following provisions shall apply to the construction of the Project:

    a. Compliance with Contract. CMAR shall perform all work necessary to construct the Project in accordance with the Contract Documents and to render the Project and all its components operational, functional and legally usable for their intended purpose. The work which CMAR shall perform includes, without limitation, those items described in this section. CMAR shall construct the Project in strict accordance with the Contract Documents and within the time set out in this agreement. CMAR will provide and furnish and promptly pay for all labor, supervision, services, material, supplies, facilities, tools, transportation, storage, water, fuel, heat, light, cooling, permits, and other facilities and services necessary for the proper execution and completion of the Project. CMAR shall be solely responsible for the construction means, methods, techniques, sequences, and procedures for the work.

    b. Permits. CMAR shall obtain all building permits and special permits required for the construction of the Project.

    c. Progress Meetings and Reports. CMAR shall schedule and conduct weekly progress meetings in which Owner, Architect and subcontractors as necessary to discuss the status of the work. CMAR shall also maintain a daily log of construction activities for each calendar day of the contract time using a form approved by Owner which will document all activities at the site including

weather conditions, hours of operation by persons working at the site, the number of personnel employed by CMAR and other personnel present and working at the site be they subcontract and/or trade, the equipment active or idle at the site, and a description of the construction work being performed. CMAR shall provide copies of the daily logs to Owner upon request.

d. Schedules. CMAR shall perform project scheduling and as construction progresses, update and deliver to Owner detailed construction schedules, submittal schedules, inspection schedules and occupancy schedules and identify potential and actual variances between scheduled and probable completion dates of portions of the work.

e. Supervision. CMAR will supervise the activities of all subcontractors and evaluate subcontractor's personnel, equipment and performance with respect to each subcontractor's ability to meet the construction schedule and provide this information to owner on a weekly basis at a minimum.

f. Cost Accounting Records. CMAR will maintain cost accounting records in good form on expenditures and materials and identify and report to Owner all variances between estimated costs and actual costs along with recommendations for action no more than two business days after acquiring such information. CMAR will keep full and detailed accounts as may be necessary for proper financial management under this contract and afford Owner access to all of CMAR's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to the work performed.

g. Safety. CMAR shall be responsible for all safety precautions and programs in connection with construction of the Project. CMAR shall initiate, maintain and supervise all safety precautions and programs to avoid injury, loss or damage to persons or property. CMAR shall conduct its operations in a safe manner and comply with all applicable laws and regulations relating to safety and work site conditions.

h. Access. CMAR will allow Owner access to the Project site at all reasonable times.

i. Discipline. CMAR shall maintain discipline and order among its employees and all persons performing work on the Project. CMAR will not allow unfit or incompetent persons to perform work on the Project.

j. Debris and Dust. CMAR shall keep the construction site free from debris, trash and construction wastes and, upon Substantial Completion, remove all debris, materials, wastes, equipment, machinery and tools to permit Owner to occupy the Project. CMAR shall minimize and confine dust and debris resulting from construction activities. CMAR shall develop a storm water pollution prevention plan in accordance with all state and/or local requirements and maintain the same. CMAR shall have the storm water pollution prevention plan on site and readily accessible for inspection.

k. Errors. CMAR will report immediately to Owner any material error, inconsistency, conflict, ambiguity or omission which CMAR discovers in the Contract Documents, drawings, plans or specifications for the Project.

l. Submittals and Shop Drawings. CMAR shall review, approve and furnish promptly to the Architect all subcontractor submittals and shop drawings, product data and product samples requested by the Architect or Owner or required by the specifications. CMAR's approval and submittal of these items shall be a representation by CMAR that the items are consistent with the Contract Documents.

m. Document Availability. CMAR shall maintain at the Project site for use by Owner a copy of all drawings, plans, specifications, change orders, approved shop drawings and submittals, manufacturer's operating and maintenance instructions, warranties and guarantees. These documents shall be delivered to Owner upon Substantial Completion. Before Final Completion, CMAR shall deliver to Owner as-constructed drawings showing all changes made in the Project drawings and all buried or concealed installation of piping, conduit and utility services and deliver to Owner all equipment and product warranties, manuals, test results and user guides required by the contract or otherwise reasonably available to CMAR.

n. Occupied Areas. CMAR shall confine its construction activities to the Project site and any approved staging areas.

11. Compensation. Owner will compensate CMAR as follows:

a. Cost of Work Defined. The term 'cost of work' shall mean the costs reasonably and necessarily incurred by CMAR during the construction phase in the performance of the work and is identified in the GMP set out in Exhibit 1.

b. CMAR Fee. The CMAR's fee for the services described in this agreement shall be 6% of the actual Cost of the Work

c. Contract Sum. For CMAR's performance of the contract, Owner shall pay CMAR a sum equal to the cost of Work plus CMAR's fee plus CMAR's contingency as described in section 11(e). This contract sum is the Guaranteed Maximum Price (GMP) for the project.

d. Contract Amount Limit. The limit of compensation due to the CMAR under this agreement shall be the Contract Sum as defined in section 11(c). Changes to the contract amount and/or the GMP may be made only by a change order as set out in section 24 entitled "Changes in the Work".

e. Contingency. CMAR may establish a contingency amount which must be included in the GMP. Contingency funds may be used by CMAR and Owner for unanticipated items and issues which may arise during construction of the Project. Contingency used for these project related items or issues shall not be included in the Cost of Work subject to CMAR's fee. Contingency funds not utilized at the conclusion of the Project shall remain the property of Owner. The use of contingency funds in excess of One Thousand Dollars ($1000.00) must be agreed upon by Owner prior to expenditure by CMAR.

f. Records. CMAR shall keep full and detailed accounts and exercise such control as may be necessary for proper financial management under this contract. The accounting and control system shall be satisfactory to Owner. Owner and the Owner's representatives shall be afforded access to CMAR's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and CMAR shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

12. Payments. Payments to CMAR for the construction of Project, not to exceed the GMP, shall be made as follows:

a. Schedule of Values. Before submitting an application for payment, CMAR shall provide to Owner a schedule of values incorporating the bid packages for the Project allocated to various portions of the work using a system acceptable to Owner. Unless Owner objects to the schedule of values, this schedule will be used as the basis for progress payments to CMAR. The schedule of values shall be prepared so that the contract amount is not exceeded.

b. Application for Payment. CMAR shall submit to Owner monthly applications for payment in accordance with the Current Campbell County Public Works Accounts Payable Schedule, which is attached as Exhibit 2 to this agreement. Each application shall be for the work completed as of the date of submittal of the pay application. The application will be supported by such information as is reasonably requested by Owner to verify the work is done and the amount is due. The application for payment shall include at a minimum a statement showing the percentage of completion of each category of the construction work and an acceptable updated schedule for the work. Each application shall be for CMAR's Cost of Work paid by CMAR during the month plus a prorated share of CMAR's fee which prorated share shall be based upon the amount of work completed. No equipment, parts, labor or other incidentals used to self-perform a portion of the contract work awarded to CMAR shall be billed to the Construction Direct Costs. A complete cost accounting of monthly Construction Direct Cost charges is required with each application for payment. In accordance with W. S. § 16-6-1001 (a) (iv), progress payments will be made upon verification that all materialmen, subcontractors, and laborers have been paid for completed work through the date of the most recent previous progress payment. CMAR shall furnish, with each application for payment, waivers of liens, releases and/or affidavits evidencing payment for itself and each of its subcontractors, suppliers and materialmen on such forms as required by Owner to assure payment has been made by CMAR to all of those performing work or supplying materials or equipment for the Project.

c. Owner's Review: Each application for payment shall be promptly reviewed by Owner who shall either issue a certificate of payment for such amount as is properly due or issue written notice for withholding such a certificate.

d. Payment: Except for final payment, which shall be made as provided for below, Owner shall make a payment to CMAR according to the current Campbell County

Public Works Accounts Payable schedule, which is attached as Exhibit 2 to this agreement. The amount shall be the amount approved by Owner's representative, less retainage of 5%, previous payments and any other amounts withheld due to unsatisfactory progress on the construction of the Project.

13. **Retainage.** Retainage shall be administered as required by W. S. § 16-6-702. Provided that CMAR has fully performed all of its obligations under this agreement and has not exceeded the contract amount, the retainage will be paid to CMAR upon Final Completion of the project and acceptance by Owner including all project closeout of "punch list" items are complete and after all statutory requirements for release of the retainage have been met.

14. **Withholding Payment.** Owner shall have the right to withhold from payments due CMAR such amounts as are necessary to protect Owner against any loss or damage which may result from CMAR's failure to perform its obligations under this agreement. Notwithstanding any other provision of this agreement, Owner shall not be obligated to make any payment if CMAR is in breach or default under this contract or if CMAR has failed to promptly pay their subcontractors, materialmen, suppliers or laborers or if Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the work under this contract or if Owner, in its good faith judgment, determines that the cost to complete the work would exceed the contract amount.

15. **Effect of Payments**. No progress payment shall be construed to be a final acceptance or approval of that part of the services or work to which the payment relates or a release of CMAR from any of CMAR's obligations under this agreement or liabilities with respect to such services or work

16. **Audit**. Owner shall have the right to verify and audit the details set forth in CMAR's application for payment either before or after payment by inspecting the books and records of CMAR during regular business hours or examining any reports with respect to the project or interviewing CMAR's business employees or other reasonable action. CMAR shall retain these records for a period of not less than three years after final acceptance of the Project.

17. **Subcontractor's Retainage and Advance Payments**. CMAR may provide for retainage in all of its contracts with subcontractors consistent with the requirements set out in this agreement. CMAR shall timely pay all subcontractors in accordance with the terms of

this agreement and may not withhold payment except for nonperformance. Owner shall be provided copies of any and all subcontracts upon request.

18. **Final Payment**. The final payment will be the release of the CMAR's retainage. Owner shall make final payment to CMAR when (1) the contract has been fully performed by CMAR; (2) a final application for payment together with such documentation as may be required by Owner, which may include lien waivers, releases and/or affidavits evidencing payment, and a final accounting for the cost of the work have been submitted by CMAR and reviewed by Owner and its representatives; (3) a final certificate for payment has been issued by Owner's representative; (4) CMAR has filed a sworn statement complying with W. S. § 16-6-117 stating that all claims for material and labor performed under the contract have been and are paid for the entire period of time for which final payment is to be made and that if any claim for material and labor is disputed, the sworn statement shall so state. The amount claimed to be due the claimant shall be deducted from the final payment and retained by the Owner until determination of the dispute is reached as provided by law; (5) the project Warranty has been received and accepted by the Owner; and (6) 41 days before final payment is made, Owner has caused to be published in a newspaper of general circulation in Campbell County, Wyoming once a week for three consecutive weeks and also posted in three conspicuous places on the work site a notice setting forth the information required by W. S. § 16-6-116. Such final payment shall be made by Owner not sooner than 41 days after the notice of intent to make final payment is published.

19. **Acceptance of Final Payment**. The acceptance of final payment will constitute a waiver of all claims by CMAR against Owner. Owner's failure to identify defective or incomplete work shall not impair Owner's right to recover for any defective work or breach of this contract by CMAR. The making of final payment by Owner will not constitute a waiver by Owner of any claims against CMAR arising from a breach of this agreement or from unsettled liens or from defective work or failing to comply with the terms of the contract.

20. **Performance Bonds and Payment Bonds**. CMAR shall furnish performance and payment bonds as security for the faithful performance and payment of CMAR's obligations under this contract

    a. **Performance and Payment Bonds.** CMAR shall furnish bonds in a form acceptable to Owner covering faithful performance of the contract and payment of all obligations arising thereunder in accordance with Wyoming Statute §16-6-112. The amount of each bond shall be equal to one hundred percent (100%) of the

contract amount. These bonds shall remain in effect at a minimum of one year from the date final payment is made. At Owner's request, the bonds may be required to remain in effect for a longer period of time. These bonds must be executed by a surety who has an A.M. Best Rating category of "Excellent" and which is named in the current list of "companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of Treasury. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. All bonds will be obtained from companies which are duly licensed to issue bonds in the State of Wyoming.

b. **Delivery of Bonds**. CMAR shall deliver the required bonds to Owner at least five days before the commencement of the construction of the Project.

c. **Statutory Notice**: CMAR shall post on the construction site a prominent sign citing the requirements of W. S. § 16-6-121 including that any subcontractor or materialman shall give notice to CMAR of a right to protection under the bond or guarantee and that failure to provide the notice shall waive the subcontractor or materialman's protection under the bond or guarantee and shall waive any right to a lien for materials or services provided. Any subcontractor or materialman entitled to the protection of a bond or other form of guarantee approved by Owner under W. S. § 16-6-112 shall give notice of his right to that protection to CMAR. Failure to give notice to CMAR who has complied with subsections (f) and (g) of W. S. § 16-6-121 waives the subcontractor or materialman's protection under the bond or guarantee and waives any right to a lien for materials or services provided. The notice shall be given no later than 60 days after the date on which services or materials are first furnished. The notice shall be sent to CMAR by certified mail or delivered to recipient by CMAR or its agent. Notice by certified mail is effective on the date the notice is mailed. The notice shall be in writing and shall state that it is notice of a right to protection under the bond or guarantee. The notice shall be signed by the subcontractor or materialman and shall include the following information: (i) the subcontractor or materialman's name, address and phone number and the name of a contact person; (ii) the name and address of the subcontractor's or materialman's vendor; and (iii) the type or description of materials or services provided.

21. Termination or Suspension. Work may be terminated or suspended as provided in the following paragraphs:

a. **Suspension without Cause**. Owner may without cause order CMAR, in writing, to suspend work. If the suspension is without cause, CMAR may seek an adjustment of the contract amount or contract time, or both if its work has been adversely impacted by any suspension unless the actions or inactions of CMAR, or its subcontractors or suppliers, are the reason Owner ordered work suspended.

b. **Termination without Cause**. Owner may, without cause, terminate this agreement by giving 10 business days prior written notice to CMAR. If Owner terminates this agreement without cause, Owner shall pay CMAR, the cost of any work actually completed as of the termination date, and a prorated portion of the CMAR's fee, based upon the work completed, which payment shall be in full satisfaction of all amounts owed CMAR under this agreement.

c. **Termination with Cause**. Owner may terminate this agreement for cause without any liability to CMAR if CMAR commits a material breach of this agreement; fails to timely pay its employees, subcontractors, materialmen or suppliers; or fails to prosecute the work with diligence to insure that the work is completed within the contract time. If Owner terminates this contract for cause and such termination is finally determined to be improper, the termination will be treated as a termination without cause, and CMAR will be compensated on the basis provided in the forgoing paragraph.

22. I**ndemnification**.

a. To the fullest extent permitted by law, CMAR shall indemnify, defend and hold harmless Owner and Owner's representatives, agents and employees of any of them (hereafter referred to as "indemnitees") from and against all claims, demands, damages, causes of action, liabilities, losses and expenses, including, without limitation, attorney's and consultants' fees and expenses arising out of, or resulting from, performance of the work by CMAR, its subcontractors or anyone employed by them or for whose acts they may be liable, regardless of whether or not such claim, demand, cause of action, damage, liability, loss or expense is caused by an indemnitee. CMAR shall defend each indemnitee through counsel approved by such indemnitee in any action or proceeding brought against the indemnitee by reason of any such claim described herein.

b. If any claim of lien or stop-notice or any other demand for payment or security therefore, including claims or demands upon performance and payment bond

sureties under this contract, is made or filed with Owner or the Project by any person claiming that CMAR or any subcontractors or supplier or any other person claiming under them has failed to perform its contractual obligations or make payment for any labor, service, materials, equipment, or other item furnished or obligation incurred for or in connection with the work, or if at any time there shall be evidence of such nonperformance or nonpayment of any claim or lien or stop-notice or other demand for which, if established, Owner or the Project might become liable, then Owner shall have the right to retain any payment, then or thereafter due, under the contract or to be reimbursed by CMAR for an amount sufficient to (i) satisfy, discharge and defend against any such claim of lien or stop-notice or other demand, or any action or proceeding thereon that may be brought to judgment or award; (ii) make good any such nonpayment, nonperformance, damage, failure or default; and (iii) compensate Owner for and indemnify it against any and all loss, liability, damage, cost and expense; including attorney's and consultants' fees and costs; sustained or incurred in connection therewith.

c. If any subcontractors, supplier or other person makes, records, or files or maintains any action on or respecting a claim of mechanic's lien, stop-notice, equitable lien, payment or performance bond, or lis pendens relating to the work, CMAR shall immediately, and at its own expense, procure, furnish and record appropriate statutory release bonds which will extinguish or expunge such claim, stop-notice or lis pendens.

23. Claims.

a. If CMAR claims that it's entitled to damages or an adjustment of the contract terms for the payment of money or an extension of the contract time or an adjustment of the contract amount, for any reason, including, without limitation, any act or neglect of Owner or of any representative or employee of Owner or changes ordered in the work or because of conditions encountered at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the contract documents or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the contract documents, then CMAR must deliver a written claim to Owner. Pending resolution of a claim, CMAR shall proceed diligently with the performance of the contract. Failure of CMAR to file a claim as provided herein shall constitute a waiver of the claim by CMAR.

b. Written claims must be delivered to Owner within ten (10) days after the occurrence of the event giving rise to the claim or within ten (10) days after the CMAR first recognized the condition giving rise to the claim, whichever is earlier. The Director of Public Works shall provide a decision, in writing, upon review of submitted materials within thirty (30) days of receipt of the request and all materials. Should the decision of the Director of Public Works be found unsatisfactory by the CMAR, the CMAR may submit an appeal to the Campbell County Board of Commissioners within fourteen (14) calendar days of the date of the decision by the Director of Public Works. The Campbell County Board of Commissioners shall provide a decision within sixty (60) calendar days. Should the decision of the Campbell County Board of Commissioners be found unsatisfactory by the CMAR, then and only then, may the CMAR submit for a decision by the District Court, Campbell County, Wyoming.

c. A claim for an increase in the contract amount or in the amount to be paid CMAR shall include CMAR's written statement that the amount claimed covers all amounts to which CMAR is entitled as a result of the occurrence of the event and include data supporting the amount of the claim in detail. Any claim for an increase in the contract time shall state the extent of the claim with supporting data and shall be accompanied by CMAR's written statement that the adjustment claim is the entire adjustment to which the CMAR is entitled as a result of the occurrence. Requests for weather days must be greater than the anticipated weather days normal to the seasonal event. Owner may extend the completion date if the actual number of adverse weather days exceeds the expected number and CMAR has pursued the work diligently during the month. A listing of Adverse Weather Days Expected is given in table 108.6.6-1 of the Wyoming Department of Transportation's "Standard Specifications for Road and Bridge Construction".

d. Claims for delays.

   i. When CMAR is prevented from completing any part of the work within the contract time for a period of less than two (2) weeks due to delay beyond the control of CMAR, including, without limitation, any act or omission of Owner or its representatives, an extension of the contract time, without notice to sureties, in an amount equal to the time lost due to such delays shall be CMAR's sole and exclusive remedy for such delay. CMAR shall make no claim for an increase in the contract amount or the contract sum or damages for delay in the performance of this contract caused by any act or failure to act of Owner or its agents or

representatives, whether such delays are avoidable or unavoidable. CMAR agrees that such delays shall solely and fully be compensated for by an extension of time to complete performance of the work as provided herein.

ii. When CMAR is prevented from working on controlling items to the overall project schedule for a period of more than two (2) weeks due to delay beyond the control of CMAR, including, without limitation, any act or omission of Owner or its representatives, the Owner will consider an increase in contract time as well as contract amount based on additional general conditions costs for the time of the delay.

e. If CMAR breaches this agreement, nothing herein shall require Owner to give notice of a claim for damages before pursuing a claim for breach of contract against CMAR.

24. Changes in the Work. Changes in the work may be made by Owner without voiding this agreement or relieving CMAR of liability to perform its obligations under this Agreement by a change order or a construction change directive as set out below.

a. A change order is a written modification of the contract between Owner and CMAR, signed by Owner and CMAR. A change order may change the contract time, the contract amount, or the work to be performed. Upon execution of a change order by CMAR, it accepts the change order as full compensation for the time and cost of the additional or deleted work and for any delays caused thereby and any claims arising therefrom.

b. A construction change directive is a written order signed by Owner directing a change in the work prior to agreement on adjustment, if any, in the contract amount, the contract sum or contract time. Owner may by construction change directive, without invalidating the contract, order changes in the work consisting of additions, deletions or other revisions, the contract sum and contract time being adjusted accordingly. The issuance of a construction change directive does not prejudice any of CMAR's right to relief otherwise available under the contract documents; provided, however, CMAR must preserve those rights by submitting to Owner a written objection to the construction change directive setting forth in detail the reasons for its objections and the contract provisions on which the objection is based within seven (7) business days of receipt of the directive. If CMAR does not submit written objections within that time, CMAR will be deemed to have accepted the directive and waived all claims related to the directive and the directive shall have the force and effect of a change order.

c. If the parties are unable to agree upon the cost or credit to Owner resulting from a change in the work, the cost or credit shall be determined by the cost of the added or deleted work using the definition of Cost of Work.

d. No change in the work shall be the basis of an addition to the contract sum or a change in the contract time unless and until such change has been authorized by a change order executed and issued in accordance with this agreement. Change orders and construction change directives shall not require notice to or the consent of any surety, and no surety shall be released from its obligations on any bonds issued hereunder as a result of any change order or directive and the absence of such notice or consent shall not relieve such sureties of any of their obligations to the Owner.

25. Insurance.

a. Without limiting any obligations or liabilities of CMAR, it shall secure and maintain policies of insurance as set forth below from an insurance company or companies authorized by the State of Wyoming with a minimum "A. M. Best Rating" of at least A- as will protect CMAR, its subcontractors, and Owner and its representatives, agents and employees from claims for bodily injury, death or property damage which arise from operations and completed operations under this contract. Such coverage shall be written for claims arising out of all premises, operations, subcontracted operations, products, completed operations, and all liability assumed by CMAR under any contract or agreement. CMAR shall not commence any work until all required insurance has been obtained and certificates of insurance, with binders or certified copies of insurance policies, have been filed with Owner. Owner shall be named as additional insured with a waiver of subrogation.

b. Failure of Owner to object to the coverage of CMAR's insurance within the time provided shall not relieve CMAR from its obligation to provide insurance which complies with the contract documents.

c. CMAR shall procure and maintain, at its own expense, with companies satisfactory to Owner, the following insurance coverage:

   i. Worker's compensation and Unemployment insurance as required by state law.
   ii. Employer's liability with an aggregate limit of $1,000,000.00.

iii. Commercial General Liability in the amount of not less than $1,000,000.00 combined single limit for bodily injury and/or property damage liability per occurrence and $2,000,000.00 aggregate including:
    1. Premises and operations coverage;
    2. Owners and CMAR's protective coverage;
    3. Products and completed operations coverage;
    4. Broad form property damage coverage, including completed operations;
    5. Blanket contractual coverage;
    6. Personal injury coverage;
    7. An endorsement naming Owner as additional insured;
    8. An endorsement naming Owner's Representatives as additional insured;
    9. An endorsement affording 30 days' notice of cancellation to the Owner in the event of Cancellation or material reduction in coverage;
    10. An endorsement providing that such insurance as afforded under CMAR's policy is primary insurance as respects Owner and that any other insurance maintained by Owner is excess and non-contributing with the insurance required hereunder.

iv. Business auto liability in the amount of $1,000,000.00 combined single limit for bodily injury and/or property damage, including:
    1. Owned autos;
    2. Hired or borrowed autos
    3. Non-owned autos
    4. An endorsement affording 30 days' notice of cancellation to Owner in the event of cancellation or material reduction in coverage.

v. Excess or Umbrella bodily injury and/or property liability insurance with limits not less than $1,000,000.00 per occurrence for bodily injury and/or property damage liability listed in the general liability, employer's liability, and comprehensive auto liability policies required as underlying policies and including:
    1. As broad as primary endorsement.
    2. An endorsement naming Owner as additional insured
    3. An endorsement naming Owner's representatives as additional insured

4. An endorsement affording 30 days' notice to Owner of cancellation or material reduction in coverage
5. An endorsement providing that any insurance maintained by Owner is excess and non-contributing with the insurance required hereunder

vi. CMAR shall maintain all of the foregoing insurance coverage until Final Completion of the Work; provided, however, the products and completed operations coverage required above shall be maintained for 3 years following Final Completion of the Work.

d. Builder's Risk. To be provided by the Owner

e. If the insurance is written with a stipulated amount deductible under the terms of the policy, CMAR shall pay the difference attributable to such deductible in any payment made by the insurance carrier on claims paid by this insurance

f. All such policies shall contain provisions to the effect that in the event of any loss or damage, the insurers will have no rights to recovery against Owner or its employees or representatives. CMAR waives all rights against Owner and its employees, representatives, and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the work; and in addition waives such rights against all other persons and entities to be listed as insureds or additional insureds under such policies for losses and damages so caused. CMAR shall waive all rights against Owner, its representatives, employees and agents for damages caused by losses to the extent covered by insurance obtained by CMAR, and the policies provided by CMAR hereunder shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

g. All policies shall contain a provision that coverage will not be cancelled or not renewed until at least 30 days prior written notice has been given to Owner. Certificates of insurance showing the required coverage to be in force shall be filed with Owner prior to commencement of any work under this contract.

h. Owner is not required to provide any insurance as a part of this contract.

26. Liquidated Damages. Owner and CMAR recognize that time is of the essence in this agreement, and that Owner will suffer financial loss if the work is not completed within the times specified in this contract, plus any extensions thereof allowed, in accordance with this contract.

a. Accordingly, instead of requiring any such proof, Owner and CMAR agree that, as liquidated damages for delay (but not as a penalty), CMAR shall pay following:

i. If CMAR neglects, refuses or fails to achieve Substantial Completion by the date established herein, CMAR shall pay Owner $2500 for each calendar day that expires after the time specified as the date of Substantial Completion of the Work for Phase 1 and $500 for each calendar day that expires after the time specified as the date of Substantial Completion of the Work for Phases 2 and 3.

ii. After Substantial Completion, if CMAR shall neglect, refuse or fail to complete the remaining work for all 3 Phases within the contract time or any proper extension thereof granted by Owner, CMAR shall pay Owner $500 for each calendar day that expires after the time specified for completion and readiness for final payment of all work.

iii. Liquidated damages will continue to accrue even if CMAR is terminated due to breach of this agreement. The liquidated damages may be deducted by Owner from CMAR's progress estimates and/or final payment or otherwise collected by the Owner.

27. Warranty and Completion.

a. CMAR warrants that the materials and equipment supplied by CMAR will be new and of good quality and free from defects and that all work done by CMAR will be in accordance with this contract and will be free from defects in workmanship and material. Nothing in this warranty will limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this contract. CMAR's warranty shall be for one year from the date of Final Completion, whichever is greater. The warranty period does not constitute a period of limitations with respect to any rights or remedies which Owner may have with respect to any breaches of this agreement by CMAR.

b. CMAR shall secure required certificates of inspection, testing or approval, certificates of occupancy, and all written warranties and equipment manuals and deliver them to Owner upon Substantial Completion.

c. CMAR shall direct the checkout of utilities and start up operations, adjusting and balancing of systems and equipment for readiness with Owner's employees upon Substantial Completion.

28. Limitation on Liability. Notwithstanding any other provisions of this agreement, the Owner's liability to CMAR for any claimed breach of this agreement or breach of any alleged representations or warranties, whether expressed or implied, shall never exceed the contract price less any payments made by Owner to CMAR, and Owner shall not be liable to CMAR for consequential damages, loss of bonding capacity, loss of profits from other transactions or contracts, impairment of capital, loss of financing, loss of business, or loss of reputation.

29. Waiver. Unless the Owner executes a written document expressly stating Owner waives a provision of this contract, Owner shall not be deemed to have waived the requirement that CMAR comply with all of the terms and conditions of this agreement, including, without limitation, the written claim and notice provisions of this agreement, and no waiver of Owner's rights or modification of this agreement shall be implied by the course of conduct of the parties.

30. Taxes. CMAR shall pay all sales, use and other taxes required to be paid in accordance with the laws and regulations of the State of Wyoming.

31. Assignment. CMAR may not assign this contract or delegate CMAR's duties under this contract to a third party without the prior written consent of Owner.

32. Default. If either party defaults under this agreement, the other party shall give the defaulting party written notice of the default and specify the requirements necessary to cure the default. If the default is not cured within 5 business days after notice of default, the non-defaulting party shall be entitled to the remedies available to it by law.

a. If CMAR defaults or neglects to carry out the work in accordance with the contract documents and fails within a five day period after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, then Owner may, without prejudice to other remedies

Owner may have, correct such deficiencies at CMAR's expense. Owner shall have the right to offset any sums paid by Owner to correct such deficiencies from any amount owed to CMAR.

b. In the event of a default under this agreement, CMAR shall be responsible for all costs and expenses incurred by the Owner in enforcing this agreement, including, without limitation, reasonable attorney fees and expert witness fees.

33. Disputes. Claims, disputes or other matters in question between the parties to this agreement shall attempt to be resolved through good faith efforts. If not resolved through good faith efforts by the parties, the aggrieved party may pursue any and all legal remedies available.

34. Governing Law and Enforcement. In performing this agreement, CMAR will comply with all laws, rules, and regulations which apply to the work. This agreement shall be governed by the laws of the State of Wyoming. The Sixth Judicial District, Campbell County, Wyoming shall have exclusive jurisdiction of all disputes arising out of this agreement.

35. Americans with Disabilities Act and Nondiscrimination. CMAR shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (W. S. § 27-9-105 et seq.), and the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, et seq., Section 504 of the Rehabilitation Act of 1973, Title II of the Americans With Disabilities Act of 1990, the Age Discrimination Act of 1975 and Title IX of the Education Amendments of 1972. CMAR shall assure that no person is discriminated against based upon the grounds of sex, race, religion, national origin or disability in connection with the performance of this agreement. CMAR shall include this provision in all of its subcontracts for the Project.

36. Governmental Immunity. By entering into this agreement, Owner does not waive any governmental immunity to which Owner is entitled, and Owner expressly reserves the right to assert governmental immunity to any claims arising under this agreement.

37. Notice. All notices which may be given or are required to be given shall be in writing and sent by first class mail, postage prepaid to the parties at the addresses set out in the opening paragraph of this agreement.

a. The notices shall be deemed given and the times specified therein shall begin to run on the date the notice is mailed.

b. Any party may change the mailing address to which notices are to be sent by delivering written notification of such change to the other party.

38. Entire Agreement. This document represents the entire and integrated agreement between Owner and CMAR and may be amended only by a written instrument signed by both parties.

CAMPBELL COUNTY BOARD
OF COMMISSIONERS (Owner):

Signature:_____

Name: Colleen Faber

Title: Chairman

Dated: June 20, 2023

VAN EWING CONSTRUCTION, INC. (CMAR):

Signature: Jake Ewing

Name: Jake Ewing

Title: President

Dated: June 16, 2023

VAN EWING CONSTRUCTION, INC.

Campbell County Courtroom Remodel

Guaranteed Maximum Price

Exhibit A – Drawing, Specification, Addenda and General, Supplementary and other Conditions of Contract on which the Budget is based

Exhibit B – Assumptions and Clarifications

Exhibit C – GMP Breakdown

Exhibit D – Schedule

Exhibit E – Direct Costs & Insurance

June 15, 2023

Exhibit A

Drawings & Specifications

Drawings, Specifications, Addenda, General, Supplementary, & Other Conditions

Drawing No.		Drawing Date
1.1	COVER SHEET	5/22/2023
1.2	ADA REQUIREMENTS	5/22/2023
1.3	CODE PLAN	5/22/2023
1.4	PHASE 1 PLAN	5/22/2023
1.5	PHASE 2 PLAN	5/22/2023
1.6	PHASE 3 PLAN	
3.0	DEMOLITION PLAN	5/22/2023
3.1	REMODEL PLAN	5/22/2023
3.2	DIMENSION PLAN	5/22/2023
3.3	REFLECTED CEILING PLAN	5/22/2023
3.4	ROOM FINISH PLAN	5/22/2023
5.1	SECTIONS & DETAILS	5/22/2023
5.2	SECTIONS & DETAILS	5/22/2023
7.1	ENLARGED COURTROOM PLAN & ELEVATIONS	5/22/2023
7.2	COURTROOM DETAILS	5/22/2023
7.3	ENLARGED PLANS & INTERIOR ELEVATIONS	5/22/2023
7.4	ENLARGED PLANS & INTERIOR ELEVATIONS	5/22/2023
7.5	ENLARGED PLANS & INTERIOR ELEVATIONS	5/22/2023
8.1	DOOR SCHEDULE	5/22/2023
15.0	MECHANICAL COVER SHEET	5/22/2023
15.1	MECHANICAL DEMOLITION PLAN	5/22/2023
15.2	MECHANICAL OVERALL REMODEL PLAN	5/22/2023
15.3	MECHANICAL REMODEL PLAN	5/22/2023
15.4	MECHANICAL REMODEL PLAN	5/22/2023
15.5	MECHANICAL REMODEL PLAN	5/22/2023
15.6	MECHANICAL SCHEDULES	5/22/2023
15.7	PLUMBING DEMOLITION PLAN	5/22/2023
15.8	PLUBMING REMODEL PLAN	5/22/2023
E0.0	ELECTRICAL COVER SHEET	5/22/2023
E3.0	ELECTRICAL DEMOLITION PLAN	5/22/2023
E3.1	POWER PLAN	5/22/2023
E3.2	LIGHTING PLAN	5/22/2023
E4.0	ENLARGED ELECTRICAL PLAN	5/22/2023
E7.1	ELECTRICAL ONE-LINE & SCHEDULES	5/22/2023
E8.1	PANEL SCHEDULES	5/22/2023
E8.2	PANEL SCHEDULES	5/22/2023

T0.0	TECHNOLOGY COVER SHEET	5/22/2023
T3.0	TECHNOLOGY DEMOLITION PLAN	5/22/2023
T3.1	TECHNOLOGY REMODEL PLAN	5/22/2023
T4.1	ENLARGED TECHNOLOGY PLANS	5/22/2023
T5.1	TECHNOLOGY DETAILS	5/22/2023
T8.1	TECHNOLOGY SCHEDULES	5/22/2023

Specifications

Bidding and Contractual Requirements:	**Pages**
Advertisement and Invitation to Bid	1
Instruction to Bidders	3
Notice to Proceed	1
Joint Account Agreement for Retainage	3
Contractor's Application for Payment (AIA G702-G703)	1
Continuation Sheet (AIA G703-1992)	1
Certificate of Substantial Completion	2
Certificate of Final Completion	1
Affidavit on Behalf of Contractor	1
Release and Waiver of Lien	1
Notice of Completion and Final Payment	1
Warranty	2
Architect's Certification Statement	1
List of Drawings	2

SPECIFICATIONS GROUP
GENERAL REQUIREMENTS SUBGROUP
DIVISION 01 - GENERAL REQUIREMENTS

01 10 00	Summary of Work
01 20 00	Price and Payment Procedures
01 30 00	Administrative Requirements
01 33 00	Submittal Procedures
01 40 00	Quality Requirements
01 50 00	Temporary Facilities and Controls
01 60 00	Product Requirements
01 70 00	Execution and Closeout Requirements

FACILITY CONSTRUCTION SUBGROUP
DIVISION 02 - EXISTING CONDITIONS

02 41 19	Selective Structure Demolition

DIVISION 04 – MASONRY

04 05 03	Masonry Mortaring and Grouting
04 20 16	Reinforced Unit Masonry

DIVISION 05 – METALS

05 12 00	Structural Steel Framing
05 40 00	Cold-Formed Metal Framing

05 50 00 Metal Fabrications

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

06 10 00 Rough Carpentry
06 20 00 Finish Carpentry
06 41 00 Architectural Wood Casework

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 21 16 Blanket Insulation
07 84 00 Firestopping
07 90 00 Joint Protection
07 95 00 Expansion Control

DIVISION 08 - OPENINGS

08 12 14 Standard Steel Frames
08 13 14 Standard Steel Doors
08 14 16 Flush Wood Doors
08 31 13 Access Doors and Frames
08 71 00 Door Hardware
08 80 00 Glazing

DIVISION 09 - FINISHES

09 21 16 Gypsum Board Assemblies
09 30 00 Tiling
09 51 23 Acoustical Tile Ceilings
09 65 00 Resilient Flooring
09 68 13 Tile Carpeting
09 90 00 Painting and Coating

DIVISION 10 – SPECIALTIES

10 21 13 Toilet Compartments
10 28 00 Toilet and Bath Accessories

DIVISION 22 – PLUMBING

22 05 01 Common Plumbing Requirements
22 05 17 Sleeves and Sleeve Seals for Plumbing Piping
22 05 18 Escutcheons for Plumbing Piping
22 05 23.12 Ball Valves for Plumbing Piping
22 05 53 Identification for Plumbing Piping and Equipment
22 07 19 Plumbing Piping Insulation
22 11 16 Domestic Water Piping
22 11 19 Domestic Water Piping Specialties
22 13 16 Sanitary Waste and Vent Piping
22 13 19 Sanitary Waste Piping Specialties
22 13 19.13 Sanitary Drains
22 42 13.13 Commercial Water Closets
22 42 16.13 Commercial Lavatories
22 42 16.16 Commercial Sinks

DIVISION 23 - HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

23 05 01	Common Mechanical Requirements
23 05 23.12	Ball Valves for HVAC Piping
23 05 29	Hangers and Supports for HVAC Piping and Equipment
23 05 53	Identification for HVAC Piping and Equipment
23 05 93	Testing, Adjusting, and Balancing for HVAC
23 07 13	Duct Insulation
23 07 19	HVAC Piping Insulation
23 09 23	Direct Digital Control (DDC) System for HVAC
23 21 13	Hydronic Piping
23 31 13	Metal Ducts
23 33 00	Air Duct Accessories
23 33 46	Flexible Ducts
23 36 00	Air Terminal Units
23 37 13.13	Air Diffusers

DIVISION 26 - ELECTRICAL

26 05 00	Common Electrical Requirements
26 05 10	Demolition for Remodeling
26 05 19	Low-Voltage Electrical Power Conductors and Cables
26 05 26	Grounding and Bonding for Electrical Systems
26 05 29	Hangers and Supports for Electrical Systems
26 05 33	Raceways and Boxes for Electrical Systems
26 05 53	Identification for Electrical Systems
26 09 23	Lighting Control Devices
26 27 26	Wiring Devices
26 51 00	Interior Lighting

DIVISION 27 - COMMUNICATIONS

27 05 00	Basic Communications Systems Requirements
27 11 00	Communication Equipment Rooms (CER)
27 15 00	Horizontal Cabling Requirements
27 17 10	Testing
27 17 20	Support and Warranty

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 31 11	Digital, Addressable Fire-Alarm System

END OF SECTION

Exhibit B

Assumptions & Clarifications

Campbell County Courtroom Remodel **Exhibit C**
June 15, 2023

Assumptions and Clarifications

This pricing reflects ~

1) Addendum #1 Dated June 8th, 2023

2) This pricing reflects the construction schedule ending on 6/30/2024.

3) This pricing reflects the GMP being accepted by the Board of Campbell County Commissioners on 06/20/2023.

4) Our pricing does not include any design team fees.

Exhibit C

GMP Breakdown

Campbell County Courtroom Remodel
June 15th, 2023

100% Construction Documents
Guaranteed Maximum Price

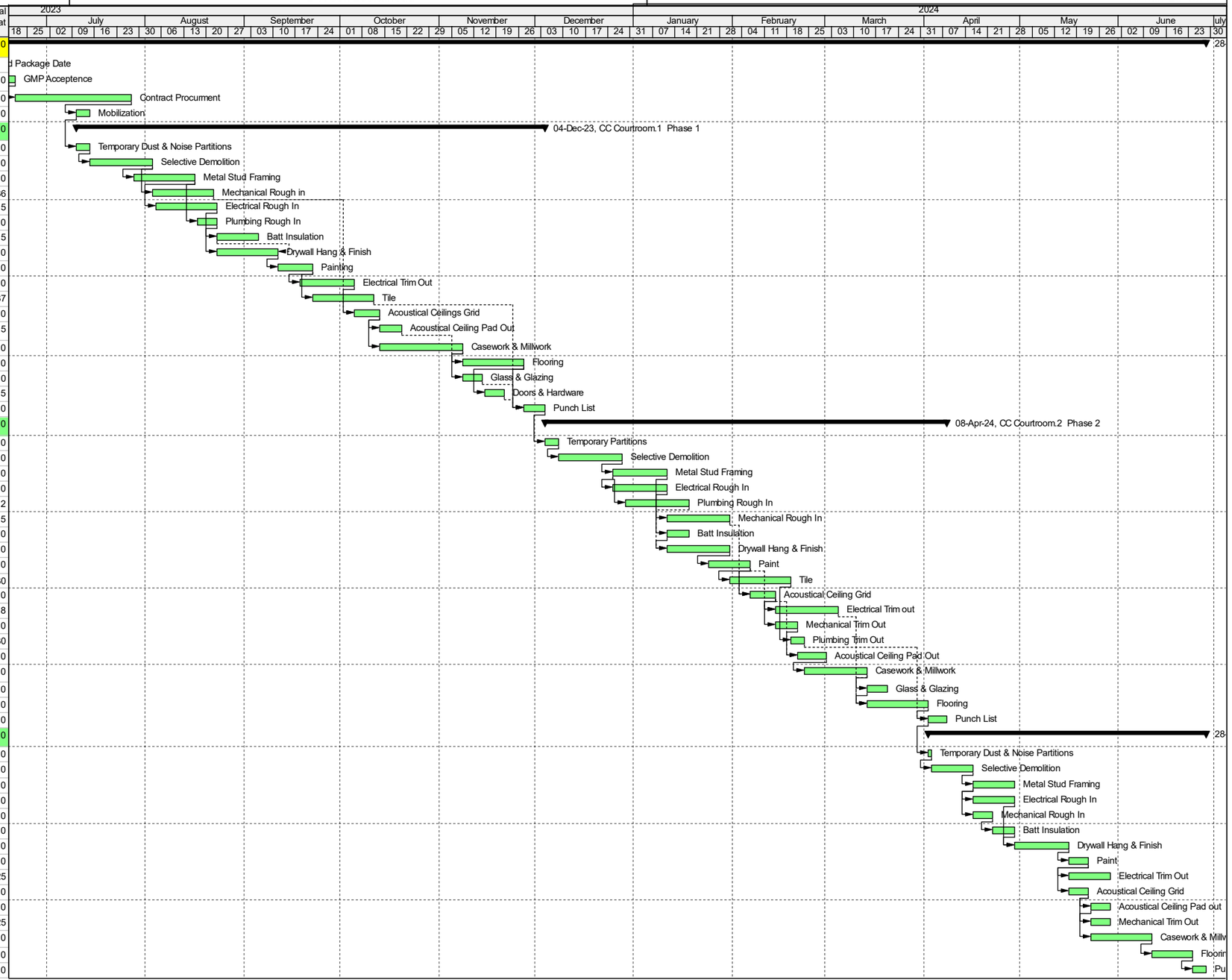
Budget Breakdown:

Insurance & Bonds		$88,449.00
General Conditions		$ 361,156.00
General Construction		$365,864.70
Selective Demolition		$330,000.00
Millwork & Casework		$312,155.00
Batt Insulation		$80,000.00
Glazing		$50,938.18
Door Access & Controls		$47,175.00
Gypsum Board Assemblies		$483,000.00
Tiling		$60,650.00
Acoustical Tile Ceilings		$50,000.00
Resilient Flooring & Carpet		$161,099.00
Painting & Coating		$70,000.00
Plumbing & HVAC		$307,111.00
Electrical, Communications & Fire Alarm System		$376,699.00
TOTAL	**$**	**3,144,296.88**
Contingency – 5%	$	157,214.84
CMAR Fee – 6.0%	$	198,090.78
TOTAL	**$**	**3,499,602.50**

Exhibit D

Schedule

Activity ID	Activity % Complete	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
CC Courtroom		**CC Courtroom Remodel**	326	309	22-May-23 A	28-Jun-24	0
A1310	100%	Bid Package Date	22	0	22-May-23 A	13-Jun-23 A	
A1320	0%	GMP Acceptence	8	8	12-Jun-23	21-Jun-23	0
A1330	0%	Contract Procurment	30	30	21-Jun-23	27-Jul-23	0
A1340	0%	Mobilization	5	5	10-Jul-23	14-Jul-23	0
CC Courtroom.1		**Phase 1**	118	118	10-Jul-23	04-Dec-23	0
A1410	0%	Temporary Dust & Noise Partitions	5	5	10-Jul-23	14-Jul-23	0
A1000	0%	Selective Demolition	15	15	14-Jul-23	03-Aug-23	0
A1010	0%	Metal Stud Framing	15	15	28-Jul-23	16-Aug-23	0
A1030	0%	Mechanical Rough in	15	15	03-Aug-23	22-Aug-23	36
A1020	0%	Electrical Rough In	15	15	04-Aug-23	23-Aug-23	15
A1040	0%	Plumbing Rough In	5	5	17-Aug-23	23-Aug-23	0
A1050	0%	Batt Insulation	10	10	23-Aug-23	05-Sep-23	15
A1060	0%	Drywall Hang & Finish	15	15	23-Aug-23	11-Sep-23	0
A1070	0%	Painting	10	10	11-Sep-23	22-Sep-23	0
A1080	0%	Electrical Trim Out	15	15	18-Sep-23	05-Oct-23	0
A1350	0%	Tile	15	15	22-Sep-23	11-Oct-23	37
A1090	0%	Acoustical Ceilings Grid	7	7	05-Oct-23	13-Oct-23	0
A1100	0%	Acoustical Ceiling Pad Out	5	5	13-Oct-23	20-Oct-23	15
A1360	0%	Casework & Millwork	20	20	13-Oct-23	08-Nov-23	0
A1370	0%	Flooring	15	15	08-Nov-23	27-Nov-23	0
A1390	0%	Glass & Glazing	5	5	08-Nov-23	14-Nov-23	10
A1400	0%	Doors & Hardware	5	5	15-Nov-23	21-Nov-23	5
A1380	0%	Punch List	5	5	27-Nov-23	04-Dec-23	0
CC Courtroom.2		**Phase 2**	101	101	04-Dec-23	08-Apr-24	0
A1110	0%	Temporary Partitions	5	5	04-Dec-23	08-Dec-23	0
A1120	0%	Selective Demolition	15	15	08-Dec-23	28-Dec-23	0
A1130	0%	Metal Stud Framing	15	15	25-Dec-23	11-Jan-24	0
A1160	0%	Electrical Rough In	15	15	25-Dec-23	11-Jan-24	0
A1140	0%	Plumbing Rough In	15	15	29-Dec-23	18-Jan-24	2
A1150	0%	Mechanical Rough In	15	15	11-Jan-24	31-Jan-24	5
A1170	0%	Batt Insulation	5	5	11-Jan-24	18-Jan-24	0
A1180	0%	Drywall Hang & Finish	15	15	11-Jan-24	31-Jan-24	0
A1420	0%	Paint	10	10	24-Jan-24	06-Feb-24	0
A1460	0%	Tile	15	15	31-Jan-24	19-Feb-24	30
A1430	0%	Acoustical Ceiling Grid	7	7	06-Feb-24	14-Feb-24	0
A1500	0%	Electrical Trim out	15	15	14-Feb-24	05-Mar-24	8
A1510	0%	Mechanical Trim Out	5	5	14-Feb-24	21-Feb-24	0
A1490	0%	Plumbing Trim Out	5	5	19-Feb-24	23-Feb-24	30
A1440	0%	Acoustical Ceiling Pad Out	8	8	21-Feb-24	01-Mar-24	0
A1480	0%	Casework & Millwork	15	15	23-Feb-24	14-Mar-24	0
A1450	0%	Glass & Glazing	5	5	14-Mar-24	20-Mar-24	0
A1470	0%	Flooring	15	15	14-Mar-24	02-Apr-24	0
A1520	0%	Punch List	4	4	02-Apr-24	08-Apr-24	0
CC Courtroom.3		**Phase 3**	71	71	02-Apr-24	28-Jun-24	0
A1190	0%	Temporary Dust & Noise Partitions	1	1	02-Apr-24	03-Apr-24	0
A1200	0%	Selective Demolition	10	10	03-Apr-24	16-Apr-24	0
A1210	0%	Metal Stud Framing	10	10	16-Apr-24	29-Apr-24	0
A1220	0%	Electrical Rough In	10	10	16-Apr-24	29-Apr-24	0
A1230	0%	Mechanical Rough In	5	5	16-Apr-24	22-Apr-24	0
A1240	0%	Batt Insulation	5	5	22-Apr-24	29-Apr-24	0
A1250	0%	Drywall Hang & Finish	15	15	29-Apr-24	16-May-24	0
A1260	0%	Paint	5	5	16-May-24	22-May-24	0
A1270	0%	Electrical Trim Out	10	10	16-May-24	29-May-24	25
A1280	0%	Acoustical Ceiling Grid	5	5	16-May-24	22-May-24	0
A1290	0%	Acoustical Ceiling Pad out	5	5	23-May-24	29-May-24	0
A1300	0%	Mechanical Trim Out	5	5	23-May-24	29-May-24	25
A1530	0%	Casework & Millwork	15	15	23-May-24	11-Jun-24	0
A1540	0%	Flooring	10	10	11-Jun-24	24-Jun-24	0
A1550	0%	Punchlist	5	5	24-Jun-24	28-Jun-24	0



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Exhibit E

Direct Costs & Insurance

Campbell County Courtroom Remodel Exhibit E

Direct Costs

Payment & Performance Bond	$ 33,449.00
General Liability Insurance	$ 55,000.00
Building Permit	$ 700.00
Project Management, Quality Control & Assistant Supervision	$ 119,932.00
Project Superintendent	$ 120,824.00
Web Based Software	$ 7,500.00
Phone	$ 3,300.00
Temp Toilet	$ 3,850.00
Office Supplies	$ 2,750.00
Blue Prints	$ 3,500.00
Safety Tools & Equipment	$ 2,200.00
Oil & Gas	$ 6,600.00
Temporary Dust & Noise Partitions	$ 33,000.00
Final Cleanup	$ 12,000.00
Dumpster Rental	$ 15,000.00
Trash Removal	$ 15,000.00
Punchlist	$ 15,000.00

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VAN EWING CONSTRUCTION, INC.

P.O. Box 99, Gillette, WY 82717

307-682-8085

www.vanewingconstruction.com

Campbell County
wyoming

Campbell County Public Works Construction Contracts Accounts Payable Schedule

2022	
Invoice due to Public Works	Board approval date
December 22, 2021	January 4, 2022
January 19, 2022	February 1, 2022
February 16, 2022	March 1, 2022
March 23, 2022	April 5, 2022
April 20, 2022	May 3, 2022
May 18, 2022	June 7, 2022
June 22, 2022	July 6, 2022
July 20, 2022	August 2, 2022
August 24, 2022	September 7, 2022
September 21, 2022	October 4, 2022
October 19, 2022	November 1, 2022
November 23, 2022	December 6, 2022

2023	
Invoice due to Public Works	Board approval date
December 21, 2022	January 4, 2023
January 18, 2023	February 7, 2023
February 15, 2023	March 7, 2023
March 22, 2023	April 4, 2023
April 19, 2023	May 2, 2023
May 24, 2023	June 6, 2023
June 21, 2023	July 5, 2023
July 19, 2023	August 1, 2023
August 23, 2023	September 6, 2023
September 20, 2023	October 3, 2023
October 18, 2023	November 7, 2023
November 22, 2023	December 5, 2023
December 20, 2023	January 3, 2024

The Board approval dates are Tuesdays and the checks will be mailed out by Friday after approval.

Wendy Balo
Senior Financial Specialist
Campbell County Public Works
307-687-6341
wendy.balo@campbellcountywy.gov

The following page(s) contain the backup material for Agenda Item: 9:55 Pronghorn Industrial Park, Professional Services Agreement

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

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by









As Modified by the Parties Hereto (all changes shown in redline/strike-out format)

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

Page

Article 1— Services Of Engineer 1
1.01 Scope 1
Article 2— Owner's Responsibilities 1
2.01 Project Information 1
2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents 2
2.03 Owner-Furnished Services 3
2.04 Owner's General Responsibilities 4
2.05 Payment 5
Article 3— Schedule For Rendering Services 5
3.01 Commencement 5
3.02 Time for Completion 6
Article 4— Invoices And Payments 6
4.01 Invoices 6
4.02 Payments 6
Article 5— Opinions Of Cost 7
5.01 Opinions of Probable Construction Cost 7
5.02 Opinions of Total Project Costs 7
Article 6— General Considerations 7
6.01 Standards of Performance 7
6.02 Ownership and Use of Documents 9
6.03 Electronic Transmittals 10
6.04 Insurance 11
6.05 Suspension and Termination 12
6.06 Successors, Assigns, and Beneficiaries 14
6.07 Dispute Resolution 14
Controlling Law; Venue 15
6.08 15
6.09 Environmental Condition of Site 15
6.10 Indemnification and Mutual Waiver 16
6.11 Records Retention 17
6.12 Miscellaneous Provisions 17
Article 7— Definitions 18
7.01 Defined Terms 18
Article 8— Exhibits And Special Provisions 23
8.01 Exhibits to Agreement 23
8.02 Total Agreement 23
8.03 Designated Representatives 23
8.04 Engineer's Certifications 23
8.05 Conflict of Interest 24

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EXHIBIT A—ENGINEER'S SERVICES 1
Article 1— BASIC SERVICES 1
1.01 Management of Engineering Services 1
1.02 Study and Report Phase (Not Included in project scope) 2
1.03 Preliminary Design Phase 2
1.04 Final Design Phase 7
1.05 Bidding/Proposal Phase 10
1.06 Construction Phase 11
1.07 Post-Construction Phase 19
Article 2— ADDITIONAL SERVICES 19
2.01 DELETE 19
2.02 Additional Services Requiring Owner's Written Authorization 19
EXHIBIT B—DELIVERABLES SCHEDULE 1
EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT 1
EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE 1
Article 1— Resident Project Representative SERVICES 1
1.01 Resident Project Representative 1
1.02 Duties and Responsibilities of RPR 1
1.03 Limitations of Authority 5
EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK 1
EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP) 1
Article 1— ELECTRONIC DOCUMENTS PROTOCOL (EDP) 1
1.01 Electronic Documents Protocol 1
EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE 1
EXHIBIT G—INSURANCE 1
Article 1— INSURANCE 1
1.01 Insurance Policies and Limits 1
1.02 Additional Insureds 2
EXHIBIT H—DISPUTE RESOLUTION 1
Article 1— DISPUTE RESOLUTION METHOD 1
1.01 Arbitration 1
EXHIBIT I—LIMITATIONS OF LIABILITY 1
Article 1— limitations of liability 1
1.01 Mutual Indemnification 1
1.02 Limitation of Engineer's Liability 1
COMPENSATION PACKET BC-5: BASIC SERVICES—DIRECT LABOR COSTS PLUS OVERHEAD PLUS A FIXED FEE 1
Article 1— COMPENSATION PACKET BC-5: BASIC SERVICES—DIRECT LABOR COSTS PLUS OVERHEAD PLUS A FIXED FEE 1
1.01 Compensation for Basic Services (Including Resident Project Representative)—Direct Labor Costs Plus Overhead Plus a Fixed Fee Method of Payment 1
1.02 Compensation for Reimbursable Expenses 2
1.03 Other Provisions Concerning Payment 2

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COMPENSATION PACKET AS-2: ADDITIONAL SERVICES—DIRECT LABOR COSTS TIMES A FACTOR 1
Article 3— COMPENSATION PACKET AS-2: ADDITIONAL SERVICES—DIRECT LABOR COSTS TIMES A FACTOR 1
3.01 Compensation for Additional Services—Salary Costs Times a Factor Method of Payment 1
APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE 1

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between Campbell County Public Works (Owner) and HDR Engineering, Inc. (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as Pronghorn Industrial Park (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as Professional Engineering services in developing a design for construction of roads and utility extension and will oversee bidding and construction of this infrastructure for the Pronghorn Industrial Park.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:

1. design objectives and constraints;
2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Surveys, topographic mapping, and utility documentation.

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4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.

E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents

A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;

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2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;

5. diversity and other social responsibility requirements;

6. bidding and contract requirements of funding, financing, or regulatory entities;

7. other specific conditions applicable to the procurement of construction or contract documents;

8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.

B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.

1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:

1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.

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D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.

E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.

B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.

C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.

D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

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I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.

a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.

b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.

4. Perform or provide the following:

a. **[List any other Owner responsibilities here]**.

2.05 Payment

A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.

B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		**Amount**	**Basis of Compensation**
1.	Infrastructure Design (Article 1 of Exhibit A)	$252,007.76	
2.	Construction Phase	$270,106.59	
4.	Additional Services (Article 2 of Exhibit A)		

Construction Phase services based on a 3-month continuous construction period.

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.

2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer is authorized to begin rendering services as of the Effective Date.

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3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and

2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or

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use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to delegated design professionals retained by Constructor, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures

1. Engineer and Owner shall comply with applicable Laws and Regulations.

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2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

    a. changes after the Effective Date to Laws and Regulations,

    b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and

    c. changes after the Effective Date to Owner-provided written policies or procedures.

F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.

G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

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M. Engineer's services do not include providing legal advice or representation.

N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:

1. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents and subject to the express exclusions that follow, Engineer and any Subconsultants will grant to Owner the ownership of the Documents, including all associated copyrights and the right of reuse.

2. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.

3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements (including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement ("Previously/Independently Created Works"). Engineer shall provide appropriate verification of such previous or independent development upon Owner's request.

4. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, Engineer will issue to Owner a royalty-free, nonexclusive and irrevocable license to use such Previously/Independently Created Works on the Project or on any extension of the Project.

5. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer.

6. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to

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Engineer or to its officers, directors, members, partners, agents, employees, and Consultants.

7. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer.

8. Such limited license to Owner shall not create any rights in third parties.

9. Nothing herein limits the Engineer's right of use or reuse of Previously/Independently Created Works or any of Engineer's non-Document work product.

B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.

2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

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C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

C. Owner shall procure and maintain insurance as set forth in Exhibit G.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.

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G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:

a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;

b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

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a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:

a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating

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contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:

1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.

2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.

3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:

a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.

b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

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6.08 Controlling Law; Venue

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

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E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:

1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

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C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

F. Operational Technology Systems: Owner agrees that the effectiveness of operational technology systems ("OT Systems") and features designed or recommended by Engineer are dependent upon Owner's continued operation and maintenance of the OT Systems in

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accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. Owner shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, Owner recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed or recommended by Engineer are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, Engineer does not guarantee that Owner's OT Systems are impenetrable and Owner agrees to waive any claims against Engineer resulting from any such incidents that relate to or affect Owner's OT Systems.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.

3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

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8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may

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include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. Engineer—The individual or entity named as such in this Agreement.

23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.

24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and

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start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.

31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.

36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices,

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Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

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ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

A. Exhibit A, Engineer's Services.

B. Exhibit B, Deliverables Schedule – *NOT USED*

C. Exhibit C, Amendment to Owner-Engineer Agreement (form).

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).

F. Exhibit F, Electronic Documents Protocol (EDP).

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, Limitations of Liability.

J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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8.05 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

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This Agreement's Effective Date is _____, **2023.**

Owner:	Engineer:
_____	HDR Engineering, Inc.
(name of organization)	(name of organization)
By: _____	By: Jason L. Kjenstad
(individual's signature)	(individual's signature)
Date: _____	Date: 6-13-2023
(date signed)	(date signed)
Name: _____	Name: Jason Kjenstad
(typed or printed)	(typed or printed)
Title: _____	Title: Senior Vice President
(typed or printed)	(typed or printed)
Attach evidence of authority to sign.	Attach evidence of authority to sign.
Attest: _____	Attest: Elizabeth Codey
(individual's signature)	(individual's signature)
Title: _____	Title: Office Manager
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
_____	601 Metz Drive
_____	Gillette, WY 82717-0457
_____	_____
Designated Representative:	Designated Representative:
Name: _____	Name: Mike Oakley
(typed or printed)	(typed or printed)
Title: _____	Title: Project Manager
(typed or printed)	(typed or printed)
Address:	Address:
_____	601 Metz Drive
_____	Gillette, WY 82717-0457
_____	_____
Phone: _____	Phone: 307.228.6019
Email: _____	Email: Mike.oakley@hdrinc.com

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Exhibit A Table of Contents

Article 1— BASIC SERVICES 1
1.01 Management of Engineering Services 1
1.02 Study and Report Phase (Not Included in project scope) 2
1.03 Preliminary Design Phase 2
1.04 Final Design Phase 7
1.05 Bidding/Proposal Phase 10
1.06 Construction Phase 11
1.07 Post-Construction Phase 19
Article 2— ADDITIONAL SERVICES 19
2.01 DELETE 19
2.02 Additional Services Requiring Owner's Written Authorization 19

Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

A. All phases of Engineer's services will include management of Engineer's Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:

a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B.

b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.

c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.

2. Develop and submit detailed work plans from Exhibit A tasks.

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3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.

4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services or resulting construction.

5. Prepare and submit **monthly** engineering services progress reports to the Owner. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.

6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, provide the specified additional information or documentation, following the invoicing procedures indicated: **Not Applicable**.

7. Conduct ongoing management tasks, including:

   a. Maintaining communications records and files pertaining to or arising from Engineer's services;

   b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and

   c. Preparing agendas prior to and minutes following all Engineer-led meetings.

B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with **Owner's CAD standards**, using **Civil 3D** version 2022 software.

C. The source documents for the draft and final Specifications in all phases of Engineer's services will be **Owner's standard specifications**, unless otherwise mutually agreed upon by the parties.

1.02 Study and Report Phase (Not Included in project scope)

1.03 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

B. Upon written authorization from Owner, Engineer shall:

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1. Review and assess all available Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.

2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.

3. Prepare a Preliminary Design Phase Report in the following format: **Preliminary set of plans reflecting approximately 30% plans, narrative of design considerations, and an Engineer's cost estimate**.

4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Project and as necessary to establish the basis of design for proceeding to final design and construction:

    a. The Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Project Goals").

    b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Project Goals.

    c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Project.

    d. The time schedule for completion of the Project in accordance with Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.

    e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.

    f. Revised opinions of probable Construction Cost.

    g. The impact of Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Project on the Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Project Goals necessitate and Owner authorizes;

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h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.

i. The effect of permits and authorizations by other entities and utility coordination needs on the Project.

j. Other matters and information pertinent to addressing the Project Goals.

5. In preparing the Preliminary Design Phase Report, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.

6. Visit the Site as needed to prepare the Preliminary Design Phase Report.

7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.

8. Above-Ground Utilities

   a. Review above-ground utilities information obtained from Owner and from observations at the Site.

   b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.

   c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.

9. Underground Facilities

   a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.

   b. Such Underground Facilities Procedure must take into account the Site and the nature of the Project.

   c. Use the Underground Facilities Procedure to aid in the performance of design services:

      1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.

      2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of

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design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.

3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.

10. Mitigation of Utilities Conflicts

    a. Identify potential conflicts between the Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

    b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.

    c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.

        1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

11. Surveys, Topographic Mapping, and Utility Documentation

    a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.

    b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

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12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.

13. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.

14. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.

    a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.

    b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.

15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.

    a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.

    b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.

16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

    a. Roads and Drainage (Subtasks identified in fee spreadsheet)
    b. Water Utilities (Subtasks identified in fee spreadsheet)
    c. Electric and Data conduits (Subtasks identified in fee spreadsheet)
    d. Presentation for Preliminary Infrastructure

17. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

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18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.

3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:

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1. First Final Design Phase draft of all Drawings and Specifications.

2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.

3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.

C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Project documents.

D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:

1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.

2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Project.

3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.

E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:

1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.

2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.

F. Engineer shall perform or furnish the following other Final Design Phase services:

1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

2. Assist with or prepare applications for permits and approvals, as follows:

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a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.

b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Project:

1) **Categorical Exclusion for Environmental**

2) **Permit to Construct from Campbell County**

3) **Approval of Water Line design (DEQ Permit), Campbell County acting agency.**

c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.

d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.

e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.

f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Project and receive the agency's comments on the application.

g. Engineer does not guarantee issuance of any required permit or approval.

h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.

3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.

4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.

5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and

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furnish Owner with recommendations on revisions to the proposed Construction Contract Times.

7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:

   a. First draft design review meeting at Owner's office.

   b. Second draft design review meeting at Owner's office.

   c. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.

8. Perform or provide the following other Final Design Phase activities or deliverables:
   a. Revised Earthwork, Cross Sections and Grading
   b. Update Project Plan Set
   c. Update Project Manual
   d. Produce Project Quantities
   e. Final Cost Estimate

G. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.

2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase

A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.

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a. **Plans will be placed out for bidding through the HDR QuestCDN website.**

2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.

3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.

4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.

5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.

6. Consult with Owner as to the qualifications of prospective contractors.

7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:
   a. **Provide Recommendations**
   b. **Bid Tabulation**

10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase

A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Project.

1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all

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responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.

2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.

B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

   a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.

   b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.

   c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. DELETED.

3. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of

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such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.

5. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.

6. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

7. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

    a. Schedules will be acceptable to Engineer as to form and substance:

        1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

        2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.

        3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

9. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

10. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.

11. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

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Engineer will provide full time inspection services during construction and will be on site during contractor operations. The fee included with this agreement includes 12 weeks of full time inspection, as noted on the fee sheet.

a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

12. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.

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a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.

b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

13. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

14. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

15. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

16. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

17. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

18. Change Proposals and Claims

a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability

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of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.

20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.

    a. Delegated Designs: The Engineer's responsibility regarding reviewing delegated designs Submittals are limited to the responsibility set forth in EJCDC C-700—2018, *Standard General Conditions of the Construction Contract*, paragraph 7.19.E.

21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

22. Inspections and Tests

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.

    c. Issue written requests to Contractor that specific portions of the Work remain uncovered.

    d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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23. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

    b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

24. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record

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documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:

    a. Safety Plan
    b. Construction Staking (Secondary Control, Level Loops, slope staking, staking pipes, fence, signs and striping, verify / blue top subgrade and base course, stake waterline, stake road edges and approaches)
    c. stake electrical and communications
    d. submittal review

27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

    a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

    b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;

    c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and

    d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

28. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

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C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

1.07 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

a. As-Builts staking for roadway top, utilities and culverts

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 2—ADDITIONAL SERVICES

2.01 DELETE

1.

2.02 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.

1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.

2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.

3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and

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impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.

7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.

9. Undertaking investigations and studies including, but not limited to:

    a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;

    b. detailed consideration of operations, maintenance, and overhead expenses;

    c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

    d. preparation of appraisals;

    e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.

    f. detailed quantity surveys of materials, equipment, and labor; and

    g. audits or inventories required in connection with construction performed or furnished by Owner.

10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.

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11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

12. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).

14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.

16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.

18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.

19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.

20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total

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quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
22. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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EXHIBIT B—DELIVERABLES SCHEDULE

Not Used

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AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **[Name of Owner]**
Engineer: **[Name of Engineer]**
Project: **[Name of Project]**
Effective Date of Owner-Engineer Agreement: **[Effective Date of Agreement]**
Nature of Amendment: (Check those that apply)

☐ Additional Services to be performed by Engineer
☐ Modifications to services of Engineer
☐ Modifications to responsibilities of Owner
☐ Modifications of payment to Engineer
☐ Modifications to time(s) for rendering services
☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:
Original agreement amount: $
Net change for prior amendments: $
This amendment amount: $
Adjusted Agreement amount: $
Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner	Engineer
_____ (typed or printed name of organization)	_____ (typed or printed name of organization)
By: _____ (individual's signature)	By: _____ (individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____ (date signed)	Date: _____ (date signed)
Name: _____ (typed or printed)	Name: _____ (typed or printed)
Title: _____ (typed or printed)	Title: _____ (typed or printed)

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EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. The RPR will provide full-time representation.

C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

A. The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

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4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. Shop Drawings, Samples, and other Submittals

    a. Receive Samples that are furnished at the Site by Contractor.

    b. Receive Contractor-approved Shop Drawings.

    c. Receive other Submittals from Contractor.

    d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.

    e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.

    f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. Review of Work; Defective Work

    a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

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removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

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d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

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1.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK

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NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner: Owner's Project No.:
Engineer: Engineer's Project No.:
Contractor: Contractor's Project No.:
Project:
Contract Name:
Notice Date: Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____
Name (printed): _____
Title: _____

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EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Program-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.

e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or

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(3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

   a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.

      1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is **[File Size]** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

      2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

   b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

   c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

   d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit L or implementation of other Electronic Documents protocols.

   e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may

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rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

B. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).

2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A

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format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:

1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.

2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.

3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.

4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.

b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

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1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.

2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

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EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version **[number]** or later.
DWG	Autodesk® AutoCAD. dwg format Version **[number]**.
DOC	Microsoft® Word. docx format Version **[number]**.
EXC	Microsoft® Excel .xlsx or .xml
DB	Microsoft® Access .mdb

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EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$1,000,000
Each employee	$1,000,000
Policy limit	$1,000,000
Commercial General Liability	
General Aggregate	$4,000,000
Personal and Advertising Injury	$2,000,000
Bodily Injury and Property Damage—Each Occurrence	$2,000,000
Automobile Liability	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$2,000,000
Excess or Umbrella Liability	
Each Occurrence	$n/a
General Aggregate	$n/a
Professional Liability	
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$1,000,000 (if applicable)
General Aggregate	$1,000,000 (if applicable)
Other Insurance [Specify]	
Each Claim	$
General Aggregate	$

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1.02 Not used.

1.02 Additional Insureds

A. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

B. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

C. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

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EXHIBIT H—DISPUTE RESOLUTION

ARTICLE 1—DISPUTE RESOLUTION METHOD

Paragraph 6.07 of the Agreement, Dispute Resolution, is supplemented to include the following Exhibit H Paragraph 1.01:

1.01 Arbitration

A. Method for Resolution of Disputes: All Disputes between Owner and Engineer that have not been resolved by negotiations or mediation will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Exhibit H Paragraph 1.01). This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. Arbitration Provisions

1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the selected arbitration administrator. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.

2. The arbitrator(s) must be licensed engineers, architects, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Agreement. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.

3. If the applicable arbitration rules require a preliminary mediation, but the parties have already participated in mediation with respect to the Dispute, then the second mediation is not required.

4. The rules of any arbitration must be supplemented to include the following: The award rendered by the arbitrators must be in writing, and include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.

5. The award rendered by the arbitrators will be consistent with this Agreement and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.

6. The arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Agreement expressly permits them to do so.

7. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver

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by that party of the right to present evidence or cross-examine witness. In such event, the other party will be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

8. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Agreement. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

9. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner, Subconsultants to the Engineer, or Engineer's Subcontractors (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Exhibit H Paragraph 1.01 nor in the provision of such contract consenting to joinder will create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

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EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraphs - **1.01, Mutual Indemnification and 1.02, Limitation of Engineer's Liability**:

1.01 Mutual Indemnification

A. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

1.02 Limitation of Engineer's Liability

A. Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's Subcontractors, officers, directors, members, partners, agents, employees, and Subconsultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project, to Engineer's or its Subconsultants' or Engineer's Subcontractor's services, or to this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Subconsultants, or Engineer's Subcontractors, will not exceed the total amount of **$1,000,000** or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-5: BASIC SERVICES—DIRECT LABOR COSTS PLUS OVERHEAD PLUS A FIXED FEE

ARTICLE 1—COMPENSATION PACKET BC-5: BASIC SERVICES—DIRECT LABOR COSTS PLUS OVERHEAD PLUS A FIXED FEE

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraphs 1.01, 1.02, and 1.03:

1.01 Compensation for Basic Services (Including Resident Project Representative)—Direct Labor Costs Plus Overhead Plus a Fixed Fee Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. An amount equal to Engineer's Direct Labor Costs plus overhead for the services of Engineer's personnel engaged directly on the Project, plus Reimbursable Expenses estimated to be $10,346.50, plus Engineer's Subcontractors' and Subconsultants' charges, if any, estimated to be $41,139.71, plus a fixed fee of $50,372.00.

2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit J as Appendix 1.

3. The total compensation for such services is estimated to be **$522,114.35** based on the following estimated distribution of compensation:

b.	Design/Bidding Phase	$252,007.76
e.	Construction Phase	$270,106.59

4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See Exhibit J Paragraph 1.03.C.2 below.

5. The total estimated compensation for Engineer’s services included in the breakdown by phases incorporates all labor, overhead, fixed fees, Reimbursable Expenses, and Engineer’s Subcontractors’ and Subconsultants’ charges.

6. The portion of the amounts billed for Engineer’s services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the Project during the billing period by Engineer’s employees plus overhead, Reimbursable Expenses, Engineer’s Subcontractors’ and Subconsultants’ charges, and the proportionate portion of the fixed fee.

7. Direct Labor Costs means salaries and wages paid to Engineer’s employees but does not include payroll-related costs or benefits.

8. Overhead will be computed as a percentage of Direct Labor Costs. The Overhead factor to be applied to Direct Labor Costs will be: **2.573. FCCM is 0.003**. Such Overhead factor will include or otherwise account for the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and

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payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead which includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs.

9. The fixed fee is the lump sum amount paid to Engineer by Owner as margin or profit, and will only be adjusted by an amendment to this Agreement.

1.02 Compensation for Reimbursable Expenses

A. Owner shall reimburse Engineer for all Reimbursable Expenses directly related to Basic Services, using the rates set forth in Appendix 1 to this Exhibit J when applicable.

B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

1.03 Other Provisions Concerning Payment

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, those charges will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of 1.0.

B. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount,

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or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

D. Direct Labor Costs, Overhead applied to Direct Labor Costs, and the Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

E. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET AS-2: ADDITIONAL SERVICES—DIRECT LABOR COSTS TIMES A FACTOR

ARTICLE 3—COMPENSATION PACKET AS-2: ADDITIONAL SERVICES—DIRECT LABOR COSTS TIMES A FACTOR

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

3.01 Compensation for Additional Services—Salary Costs Times a Factor Method of Payment

A. Owner shall pay Engineer for Additional Services as follows:

1. For services of Engineer's personnel engaged directly in providing Additional Services, except for services as a consultant or witness (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by such personnel for Additional Services times the Engineer's applicable Salary Costs times a factor of **2.573**, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.

2. Such Reimbursable Expenses, to the extent Additional Services-related, include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to Additional Services, the latter multiplied by a factor of 1.0.

C. Other Provisions Concerning Payment for Additional Services

1. Whenever Engineer is entitled to compensation for the Additional Services-related charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of 1.0.

2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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3. Salary Costs, the factor applied to Salary Costs, and the Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Printing	$ 0.10/page
Mileage-Personal (auto)	$ 0.655/mile
Mileage-HDR Vehicle (auto)	$ 0.75/mile
Air Transportation	at cost
Laboratory Testing	at cost
GPS Hours (Design)	$ 50/hour
GPS Hours (Construction)	$ 50/hour
Meals and Lodging	at cost

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The following page(s) contain the backup material for Agenda Item: 9:57 Board Appointment, Corrections Board

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

BOARD OPENINGS - APPLICANT LIST

BOARD OPENINGS	INCUMBENTS	APPLICANTS
CORRECTIONS BOARD		Ernest Gibson
One (1) Unexpired Four (4) Year Term		Philip Schwendinger
Ending June 30, 2024		
FIRE BOARD	Christopher Beltz	Sterling Albers
One (1) Three (3) Year Term		Travis Cochran
Ending June 30, 2026		Dawson Rivera
MUSEUM BOARD	Lucas Fralick	Lucas Fralick*
Two (2) Three (3) Year Terms	Rita Cossitt Mueller (termed out)	Stephanie Murray
Ending June 30, 2026		
LIBRARY BOARD	Sage Bear	Sage Bear*
One (1) Three (3) Year Term		Kevin Anders
Ending June 30, 2026		Sandra Daly
		Ann Hardesty
		Sherilyn Likewise
		Jay Mahylis
		Gregory Schreurs
		Bruce Williams
	Withdrew Application	~~Timothy Boyd~~
PARKS & RECREATION BOARD	Brian Edwards (termed out)	Cory Bryngelson
One (1) Five (5) Year Term		
Ending June 30, 2028		
PLANNING COMMISSION	Todd Hildebrand (termed out)	Darron Boltin
One (1) Three (3) Year Term		Jack Clary
Ending June 30, 2026		
PUBLIC HEALTH	Susan Hooker (termed out)	Sandra Lang
One (1) Five (5) Year Term		Donna Schwendinger
Ending June 30, 2028		
PUBLIC LAND BOARD	Charlene Camblin	Charlene Camblin*
Three (3) Three (3) Year Terms	Darin Edmonds	Darin Edmonds*
Ending June 30, 2026	Bob Maul	Bob Maul*
		Sterling Albers
		Jake Boller
		Pete Costanza
		Rita Cossitt Mueller
		Mark Dorr
		Randy Greer
		Todd Hildebrand
		Jerry Means
		Brian Norstegaard
SENIOR CENTER BOARD	Janice Chasteen (termed out)	Nathan Appledorn
One (1) Three (3) Year Term		Rod Coulter
Ending June 30, 2026		Sandra Lang
		Russell Muller
		Gregory Schreurs
		Donna Schwendinger
		Ed Sisti
		Suzie Stablein
	Withdrew Application	~~Vicki Gunderson~~
	Withdrew Application	~~Mark Hoskinson~~

*Incumbent

The following page(s) contain the backup material for Agenda Item: 10:30 NACo WIR National Center for Public Lands – Voluntary Assessment

*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.

Wyoming County Commissioners Association
P.O. Box 86 • 408 W 23rd Street • Cheyenne, WY • 82003
(307) 632-5409 • www.wyo-wcca.org

April 3, 2023

Commissioners,

County governments are a leading voice in the intergovernmental partnership with federal lands management agencies. We work with officials at all levels of government, private stakeholders, and other interested parties to reduce fuel loads on federal lands, prudently develop our natural resources to meet the nation's economic needs, improve local economies, enhance recreational access to public lands, and conserve our lands and waters for future generations.

Understanding our unique role, Congress has invested record sums in programs to support public lands counties including Payments In-Lieu of Taxes (PILT), Secure Rural Schools (SRS), and $1.5 billion dollars in the Local Assistance and Tribal Consistency Fund (LATCF), while also granting new authorities to federal lands agencies to broaden the scope and scale of their on-the-ground resource management work with local governments.

To benefit from these investments and opportunities, counties must share lessons learned to educate government officials and the public about the critical county contribution to sustainable resource management and best practices for developing and enhancing collaborative partnerships. Therefore, at the 2022 NACo Annual Association Conference the National Association of Counties (NACo) and the Western Interstate Region (WIR) Boards of Directors voted to proceed with developing a National Center for Public Lands Counties (the Center).

Understanding this need, the Center's mission is to advance the policy and practice study, research, and learning networks for America's public land counties. Additionally, the Center will weave together the narrative around public lands counties and the national interest in our prosperity by showing how public lands are interconnected with the country's needs: for example, a wildfire on federal land near a major water source can jeopardize water quality in our nation's large urban communities. The Center will also utilize digital media, such as podcasts and video interviews, and develop written county profiles focused on:

- County partnerships with federal agencies, states, tribes and other counties to reduce wildfire risk, responsibly develop energy and minerals, improve public access to federal lands, protect watersheds, conserve species and their habitat, and protect our national parks and other natural treasures
- County investments of PILT, SRS and other natural resource revenue payments to benefit their citizens and surrounding public lands
- The different economic drivers in rural vs. urban public lands counties
- Development and implementation of county natural resource management plans and baseline socioeconomic data for environmental analyses

- Resource values of federal lands compared to nearby privately owned lands
- Meeting the unique challenges facing public lands counties, such as affordable housing for residents and federal employees, ensuring a stable tax base to deliver critical services and managing infrastructure on federal lands

The Center will be governed by a body consisting of the WIR Executive Committee, the NACo Public Lands Policy Steering Committee Chair and Vice Chairs, the state association executive from the WIR Immediate Past President's home state, and the NACo CEO/ Executive Director. The governing body will meet on a regular basis to provide updates to county officials on the Center's progress and discuss the Center's financial health, research priorities, and media efforts.

With the addition of LATCF funding, Wyoming counties have a unique opportunity to invest in the Center. NACo staff, state associations of counties executives, and county officials have set a fundraising goal of $15 million over the next two years to hire the necessary staff to conduct this critical research and keep the Center on a sustainable financial course.

This Center is supported by the WCCA Executive Committee but will need individual county commitments over the next two years. If we, and other public lands counties are successful, this initial investment will continue to pay dividends for generations to come.

Sincerely,

Jerimiah Rieman, Executive Director
Wyoming County Commissioners Association

National Center for Public Lands Counties

National Center for Public Lands Counties

Advancing the policy and practice study of America's public lands counties

Powered by the Western Interstate Region and the NACo Research Foundation

FURTHER THE FEDERAL GOVERNMENT's UNDERSTANDING OF THE COUNTY ROLE IN RESPONSIBLE LAND, WATER AND RESOURCE MANAGEMENT

- **County governments are leaders in the intergovernmental partnership** with federal lands management agencies
- **We work with officials from all levels of government, private stakeholders and other interested parties** to reduce fuel loads on federal lands, prudently develop our natural resources to meet the nation's economic needs, improve local economies, enhance recreational access to public lands, and conserve our lands and waters for future generations
- With improved understanding of our unique role, **Congress has invested record sums recently to support public lands counties,** including Payments In-Lieu of Taxes (PILT), Secure Rural Schools (SRS), and other revenue sharing programs
- **Congress also granted new authorities to federal lands agencies** to broaden the scope, pace and scale of their on-the-ground resource management work with local governments
- **HOWEVER, we must continue to tell the county story,** research innovation practices, nurture and build new relationships and networks, and address the mounting challenges and opportunities facing public lands counties

NATIONAL CENTER FOR PUBLIC LANDS COUNTIES

- **Counties must research, evaluate and share lessons learned about the critical county contribution to sustainable resource management and evidenced-based practices** for developing and enhancing collaborative partnerships, including public-private-community collaborations and intergovernmental coordination

- Therefore, the NACo and WIR Boards of Directors both moved at the 2022 NACo Annual Conference in July 2022 to proceed with developing the **National Center for Public Lands Counties**

- **The Center will weave together the narrative around public lands counties and the national interest** in our prosperity by showing how public lands are interconnected with the country's needs. For example, a wildfire on federal land near a major water source could jeopardize water quality in a large urban region

- **The National Center for Public Lands Counties will be an essential resource for public lands counties** by sharing these stories with county officials, intergovernmental partners, the media, think tanks and other key influencers to demonstrate how prosperous public lands counties create a prosperous America

MISSION AND OBJECTIVES

- **MISSION: Advance the policy and practice study, research, and learning networks** for America's public lands counties

- **IMPERATIVE: Enhance the long-term policy and practice research, capacity and information exchange of elected and appointed leaders from America's public lands counties,** including with federal and state policymakers, key stakeholders and influencers, the media, and the general public

- **OBJECTIVES:**
  - **Enhance the understanding of national, state and county policymakers and influencers** of the unique policy and practice issues facing America's county officials in areas with federal public lands
  - **Develop the policy and practice research, case studies, public forums, and learning networks necessary** to advance and inform our nation's policies and practices (including at the federal, state and local levels) impacting public lands counties
  - **Foster intergovernmental relationships and dialogue on the intersection of federal, state and local policymaking and practices** across the broad range of issues facing public lands counties, such as: landscape health, wildfire risk mitigation, watershed protection, economic competitiveness and job creation, enhanced public access to federal lands and waters, species management, and biodiversity health

- **FUNDRAISING GOAL: $15 million over two years** to establish a new research fund, known as the National Center for Public Lands Counties, within the NACo Research Foundation and co-governed with NACo's Western Interstate Region (WIR) leadership

FUNDRAISING GOAL

- For the National Center for Public Lands Counties to meet its mission and serve as a long-term tool for public lands counties, **a voluntary investment** from state associations representing public lands counties is needed
- NACo staff, state associations of counties executives and county officials set a **fundraising goal of $15 million over the next two years** to build the staff capacity and partnerships to conduct this critical research and keep the Center on a sustainable financial course
- **State association executives are asked to meet with their members and determine by January 31, 2023** what their state association can pledge as a voluntary contribution to the Center
- These funds will be **managed under a 501(c)(3) within the NACo Research Foundation to support WIR's collaboration** with the National Center for Public Lands Counties. *These funds will not be used for any partisan political purposes*
- **Initially, the Center will need 1-2 hard-working, passionate and talented writers** who can help us tell the county story and conduct and develop key research to meet the National Center's goals. We will then build staffing capacity, unique programming and impactful resources as appropriate

GOVERNANCE

- **National Center's Governing Board will consist of:**
  - WIR Executive Committee (President, 1st VP, 2nd VP, Immediate Past President)
  - NACo Public Lands Steering Committee Chair
  - NACo Public Lands Steering Committee Subcommittee Chairs
  - Federal Lands Gateway County Official appointed by the NACo Public Lands Steering Committee Chair
  - NACo West Region Representative
  - NACo Executive Director
  - Executive Director from WIR Immediate Past President's home state
  - NACo Public Lands Legislative Director and WIR Liaison, serving as NACo staff liaison to the governing board
- **Governing Board will meet on a regular basis and** develop an annual workplan based on the research priorities selected by the WIR Board of Directors and NACo Public Lands Steering Committee. At the WIR Annual Conference each May, the WIR Board of Directors and the NACo Public Lands Steering Committee will review the activities and performance of the Center, and consider and adopt the proposed workplan for the next year.



STRONGER COUNTIES. STRONGER AMERICA.

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