

AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

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

JULY 20, 2021

09:00 MEETING CALLED TO ORDER PLEDGE OF ALLEGIANCE

CONSENT AGENDA

- A. [Consent Agenda](#)
-

PUBLIC COMMENT

- B. 9:05 For the Good of the County*

REGULAR BUSINESS

- | | |
|---|----------------|
| C. 9:25 Most Valuable Personnel (MVP) Award | Allie Buechler |
| D. 9:30 Contract for Services, CLIMB Wyoming | Katie Hogarty |
| E. 9:40 Contract for Services, Personal Frontiers | Donna Morgan |
| F. 9:50 Contract for Services, Council of Community Services | Mikel Scott |
| G. 9:55 Board Appointment, Council of Community Services | Carol Seeger |
| H. 10:00 Amendment One for Crisis Response Funding Contract | Jane Glaser |
| I. 10:05 Certificate of State Grant Aid, ILS Replacement | Todd Chatfield |
| J. 10:10 VOA Northern Rockies Subaward Agreement | Beth Raab |
| K. 10:15 Campbell County Hospital District and UC Health Resolution | Tom Lubnau |
| L. 10:30 Ruff's Bar – Request for Adjacent, Outdoor Service Area | Ruff's Bar |

EXECUTIVE SESSION

- M. 10:45 Pending Litigation

ADJOURN

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

Consent Agenda

MINUTES

Board of Commissioners Directors Workshop, July 6, 2021

Board of Commissioners Regular Meeting, July 7, 2021

MONTHLY REPORTS

Clerk of District Court – June 2021

County Clerk – June 2021

Sheriff's Office – June 2021

Sheriff's Office, Detention – June 2021

PAYROLL PAYMENTS

June 26, 2021

June 30, 2021

CANCELLATION/REBATE OF TAXES

#4309

CREDIT CARD INCREASE REQUEST

Public Works – Increase Credit Limit from \$3,000 to \$5,000

LETTER OF SUPPORT

Letter of Support for the approval of the Air Quality Permit Application to Energy Capital Economic Development for the purposes of operating the Wyoming Innovation Center.

LINE ITEM TRANSFERS FY2020-2021

Parks & Recreation

Transfer \$4,000 from 7710.6166 Professional Fees to 7710.6102 Assoc., Comm., Dues & Fees

Transfer \$1,700 from 7710.6531 General Supplies to 7710.6102 Assoc., Comm., Dues & Fees

Transfer \$770 from 7710.6704 Pesticides to 7710.6705 Irrigation Parts

Transfer \$605 from 7710.6785 Well Maintenance to 7710.6970 Port-O-Johns

POSITION VACANCY JUSTIFICATIONS

CAM-PLEX – HR/Finance Manager

Public Works/Solid Waste Division – Equipment Operator, Senior

Sheriff's Office – Administrative Assistant

Sheriff's Office – Detention Officer

SCHOLARSHIPS

Approval of Alexis Porter, Coy Morris, and Keeli Marker for the University of Wyoming 2021-2022 County Commissioners Scholarship and approval of up to \$2,000 (\$500 per semester, per student) from Operating Contingency 013.6531 for scholarships for Kelli Ellison and Emily Acord.

Approval of Elizabeth Wood for the University of Wyoming 2021-2022 County Commissioners Renewal Scholarship and approval of up to \$7,000 (\$500 per semester, per student) from

*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.

Operating Contingency 013.6531 for scholarships for Jessica Reyes-Castro, Emanuel Diaz, Madison Strohschein, Ryan Schmidt, Mikaela Easton, Dezerae Cortez, and Spencer Gauthier.

HAND WARRANTS

Campco Federal Credit Union	\$950.00
Campbell County Clerk Tax Account	20,527.92
Campbell County Treasurer - HSA/FLX	2,561.83
Great West Trust Company	4,595.00
Campco Federal Credit Union	226.01
Campbell County Clerk Tax Account	293,503.08
Campbell County Treasurer - HSA/FLX	45,348.80
Sheridan County Circuit Court	284.05
Great West Trust Company	43,932.56
Wyoming Child Support	1,244.85
CCEHBTA - Health	739,644.52
CCEHBTA - Dental	41,417.20
Delta Dental Plan of Wyoming	1,827.80
Gallagher Benefits (Reliance)	18,971.18
VSP of Wyoming	8,093.10
Mandy Thomas	75.00

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

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

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

Office of County Commissioners
July 6, 2021
Gillette, WY

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, July 6, 2021 at 1:30 PM.

Present were Rusty Bell, Colleen Faber, Bob Maul, DG Reardon, Del Shelstad, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director; Sean Brown, Deputy County Attorney; Brandy Elder, HR Director; Kevin Geis, Road and Bridge Director; Dwayne Dillinger, Parks and Recreation Director and Matt Olsen, Public Works Director.

Discussion was held on position vacancy justifications for CAM-PLEX, Children's Developmental Services, Commissioners Office, Parks and Recreation, Public Works, Public Health, Road and Bridge and the Treasurer's Office.

Discussion was held on the county property list.

Matt Olsen provided an update on the Parking Garage project.

Carol Seeger provided information on the NACO Meeting, Campbell County hosting the WACO meeting in September, an invitation to the Wyoming Mining Association Convention, College Scholarships and the fuel at the airport.

Brandy Elder updated the Commissioners on changing the property insurance to Travelers Insurance and reminded them of the County Picnic and Service awards.

Kevin Geis provided updates on the 20/22 CMAQ application, the light at Wyodak and the equipment being used for fires.

Chairman Maul arrived at the meeting at 3:20 PM.

A workshop was held with Energy Capital Economic Development.

A workshop was held with Campbell County Health.

There being no further business to come before the Board the meeting was adjourned at 6:00 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

Office of County Commissioners

July 7, 2021

Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Wednesday, July 7, 2021. Chairman Maul called the meeting to order at 9:00 AM. Scott Clem led in prayer and Chairman Maul led the Pledge of Allegiance.

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

The following consent agenda was presented:

MINUTES

Board of Commissioners Public Land Board Meeting, June 10, 2021

Board of Commissioners Directors Workshop, June 14, 2021

Board of Commissioners Budget Hearing, June 14, 2021

Board of Commissioners Regular Meeting, June 15, 2021

Board of Commissioners Executive Session, June 15, 2021

Board of Commissioners Lodging Tax Board Meeting, June 17, 2021

MONTHLY REPORTS:

Sheriff's Office, Detention – May 2021

PAYROLL PAYMENTS:

June 12, 2021

AGREEMENTS:

Contract for Services Agreement between the City of Gillette and Campbell County in the amount of \$87,985 to provide the services of the Community Services Supervisor to the Municipal Court from July 1, 2021 to June 30, 2022.

Contract for Services Agreement between the City of Gillette and Campbell County in the amount of \$12,500 to provide drug testing services to aid the Municipal Court from July 1, 2021 to June 30, 2022.

Grant Agreement between the City of Gillette and Campbell County Juvenile & Family Drug Court in the amount of \$10,000 to provide intensive and supervised substance abuse treatment from July 1, 2021 to June 30, 2022.

Grant Agreement between the City of Gillette and Campbell County Adult Treatment Court in the amount of \$10,500 to provide intensive and supervised substance abuse treatment from July 1, 2021 to June 30, 2022.

Memorandum of Understanding between Campbell County and the City of Gillette regarding Multi Jurisdiction Small Government Enterprise License Agreement with the GIS software provider, Environmental Systems Research Institute, Inc. (ESRI) for a three (3) year term.

CHANGE IN POSITION ALLOCATIONS:

Fire Department – Two Captains, One Engineer, One Firefighter

LETTERS:

Request letter to obtain the government agency domain CampbellCountyWY.gov

LINE ITEM TRANSFERS FY2020-2021:

Museum - Transfer \$300 from 721.6517.4 Travel & Transportation to 721.6706.1 Gift Shop Purchases

Parks & Recreation - Transfer \$2,800 from 7705.6760 Lighting Maintenance to 7705.6777 Building Maintenance; transfer \$1,223 from 7710.6023 Full-time Overtime to 7701.6023 Full-time Overtime

MOBILE COMPUTING DEVICE REQUEST:

County Attorney's Office – Sara Tappen, Outlook Email & Calendar

OFFICIAL BOND & OATH:

Rocky Point – Rebecca Ann Vondrak; Village of Heritage – Rebecca Ann Vondrak

POSITION VACANCY JUSTIFICATIONS:

CAM-PLEX – Assistant Technical Director, CAM-PLEX – Event Custodian; Children's Developmental Services – Early Childhood Instructor; Commissioners Office – Public Information Officer; Parks & Recreation – Recreation Desk Coordinator, Parks & Recreation – Recreation Desk Supervisor – Wright, Parks & Recreation – Golf Course Supervisor; Public Works/Engineering – Engineering Technician; Public Health – Public Health Nurse; Road & Bridge – Equipment Operator (3 Positions); Road & Bridge – Road & Bridge Superintendent; Treasurer's Office – Deputy County Treasurer I

SHUTTLE VAN PURCHASE:

Senior Center – Purchase of 2015 Ram Promaster in the amount of \$25,000.

SOCIAL MEDIA REQUESTS:

Commissioners Office – Bethany Raab, CARE Board Facebook Page; CARE Board Member – Jenna Waldner, CARE Board Facebook Page; Human Resources/Risk Management – Melissa Kershner, Facebook; Human Resources/Risk Management – Susan Goff, Facebook

HAND WARRANTS

WAG Criminal Investigation	\$39.00
Campbell County Clerk Tax Account	292,630.32
Campco Federal Credit Union	226.01
Campbell County Treasurer – HSA/FLX	44,493.80
Great West Trust Company	31,434.04
Sheridan County	284.05
Wyoming Child Support	1,688.38
State of Wyoming – Department of Revenue & Taxation	1,276.77
WAG – Division of Criminal Investigation	39.00
HM Life Insurance	167,291.48
Colorado Department of Health Services	35.00

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

Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the vouchers as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

A I Distributors	Landfill	\$520.45
Absolute Auto	Road & Bridge	82.70
Action Lock and Key	Various Departments	1,456.75
AdBay Com	Various Departments	100.00

Air Tech Heating	Sheriff-Jail Facility	70.00
Albertsons Dist Crt	State & Fed Mandated Costs	17.36
Alignment Pros	County Sheriff	225.00
Alsco	Various Departments	1,597.05
Alternative Propane	Landfill	1,711.20
Amazon Capital Svc	Information Technology Service	55.28
Amazon Courthouse	Various Departments	1,822.80
Amazon Library	Various Departments	2,981.61
American Engr Test	Publ Work Capital Construction	636.00
American Family Life	Campbell County General Fund	32.38
American Heart Association	Children's Dev-Early Head Start	204.25
American Millennium	Commissioner's-Gen Cnty Costs	51.40
American Welding	Various Departments	310.14
Animal Medical Cntr	County Sheriff	544.15
Antler Works	Rockpile Museum - Gen Admin	360.00
Archer, Tracey L.	Extension Department	48.00
Architectural Spec	Publ Work Capital Construction	16,309.27
Arena Products Svc	Publ Work Capital Construction	3,850.00
Arete Design Group	Various Departments	19,278.79
Armacost Trane Serv	Maintenance/Custodial	1,237.97
Arrow Printing Graphic	Various Departments	2,175.00
Associated Glass	Various Departments	7,222.88
Associated Supply Company	Maintenance/Custodial	2,058.88
ATT Airport	Northeast Wyoming Regional	195.17
ATT Assessor	County Assessor	103.31
ATT Children's Devel	Children's Dev Svc-Spec Ed	62.54
ATT Emergency Mgmt	Emergency Management	165.20
ATT Park Recreation	Various Departments	106.13
AVA Community Arts	1% Optional Sales Tax Fund	260.00
AVP Consulting	Publ Work Capital Construction	562.75
Awe Learning	1% Optional Sales Tax Fund	3,771.00
Axis Forensic Tox	County Coroner	245.00
Azix Data Systems	1% Optional Sales Tax Fund	5,878.80
Badger Daylighting	1% Optional Sales Tax Fund	28,517.50
Baker, Lacey G.	Children's Dev Svc-Spec Ed	110.00
Bargreen Ellingson	Various Departments	80.00
Barney Graham Lamb	Commissioner's-Gen Cnty Costs	900.00
Basin Power Solutions	Various Departments	3,575.16
Basin Radio Network	Various Departments	679.75
Becker Arena Product	P & R-Rockpile Community Cntr	539.00
Bell Nob Golf Shop	P & R-Bell Nob Golf Course	8,234.78
Bennor Estates I&S	1% Optional Sales Tax Fund	2,130.06
Big Horn Tire	Various Departments	40,218.84
Big Sky Communication	E911 Enhanced Fees	144.00
Bighorn Hydraulics	Various Departments	81.73
Bio Medical Devices	Commissioner's-Grants	19,610.44

Black Hills Chemical	Various Departments	1,713.84
Black Hills Enrg Gas	Various Departments	32,469.34
Black Hills Pioneer	Northeast Wyoming Regional	716.50
Black Stone Sports	P & R-Rockpile Community Cntr	423.73
Blackstone Audio	Various Departments	1,655.38
Blick Art Materials	Rockpile Museum - Gen Admin	67.05
Bob Barker Company	Sheriff-Jail Facility	1,792.62
Bobcat of Gillette	Various Departments	345.48
Bomgaars	Various Departments	6,617.62
Boot Barn	Human Resources	150.00
Border States Elec	Various Departments	3,018.36
Boys Girls Club CC	1% Optional Sales Tax Fund	2,131.52
Brainfuse	CCPL-Main Branch	3,300.00
Breannas Bakery	Various Departments	52.00
Bridgeall Libraries	Library-General Administration	9,360.00
Briggs, Coleman B.	Fair-General Admin	711.04
Britton, Katrina F.	Fair-General Admin	559.84
Brogdon, Crystal	Fair-General Admin	450.00
Brooks, Amanda B.	Children's Dev-Early Head Start	31.37
Brown Kennedy Ranch	Road & Bridge	2,186.24
Brownells	County Sheriff	334.43
Buffalo Porta Potty	Road & Bridge	125.00
Buggy Bath Car Wash	County Sheriff	448.00
Bulkley, Alexis J	Children's Dev Svc-Spec Ed	228.00
Burns McDonnell Eng	Various Departments	36,086.30
C B Operations	Northeast Wyoming Regional	50.65
C F Repair	P & R-Parks	540.25
Camelot Pet Castle	County Sheriff	241.00
Campbell, Jeffrey C	Fair-General Admin	450.00
Caribou County Sheriffs Office	County Attorney	194.24
Carr, Joli A.	Various Departments	26.32
Cash WA Distributing	Sheriff-Jail Facility	775.43
Casper Star Tribune	Commissioner's-Gen Cnty Costs	479.99
Caveman Sports	Human Resources	104.98
CBH Co Op	Various Departments	24,254.00
CC Chamber of Commer	Various Departments	1,320.00
CC Convention Visit	Rockpile Museum - Gen Admin	747.50
CC Dist Crt Rev Wit	State & Fed Mandated Costs	30.00
CC Health Misc	Various Departments	382.00
CC Predatory Animal	1% Optional Sales Tax Fund	11,374.58
CC Public Health	Human Resources	56.00
CC Public Land Brd	Various Departments	237,572.76
CC School Dist Coop	Various Departments	3,150.30
CC Senior Center	1% Optional Sales Tax Fund	33,393.00
CC Weed Pest	P & R-Parks	87.26
CDW Government	Various Departments	447.78

Cem Sales Service	Maintenance/Custodial	327.16
Center Point Large	Various Departments	1,464.25
CenturyLink Long Dis	Information Technology Service	662.86
CenturyLink Phone	Various Departments	16,984.98
Chafee, Samantha A.	County Sheriff	51.00
Charter Comm Cable	Various Departments	1,478.75
Children's Home Soc	County Sheriff	59.22
Chitwood, Cheryl E.	District Court	282.24
Choice Advertising	Various Departments	6,276.68
Chris Supply Co	Information Technology Service	1,203.14
City Gillette Bldng	Maintenance/Custodial	100.00
City Gillette Misc	Various Departments	5,034.62
City Gillette Util	Various Departments	89,035.57
Clear Creek Counsel	City of Gillette A Drug Court	340.00
Climb Wyoming	1% Optional Sales Tax Fund	1,665.74
CNA Surety	Various Departments	200.00
Coca Cola Bottling	Various Departments	284.00
Cole Sports	P & R-Recreational Division	30.00
Collection Prof	Children's Dev Svc-Gen Admin	222.25
Collins Commun	Various Departments	10,224.50
Colorado Golf Turf	Various Departments	109,279.18
Comfort Systems Heat	Maintenance/Custodial	13,700.00
Communication Tech	1% Optional Sales Tax Fund	11,224.00
Contractors Supply	Various Departments	11,981.71
Convergint Technologies	1% Optional Sales Tax Fund	35,233.67
Cooper, Traci Dawn	Fair-General Admin	482.24
Corley Iv, Sebren Leroy	Various Departments	400.00
Council Community Svc	CSBG	24,363.55
Counseling Connect	Various Departments	4,055.75
Cowboy State Rebuild	P & R-Parks	179.00
Cowboy Supply House	Sheriff-Jail Facility	1,230.00
Craig Distributing	CCPL-Main Branch	239.54
Crum Electric Supply	Various Departments	7,645.26
CSS	Sheriff-24/7	3,340.97
Curriculum Assoc	Children's Dev Svc-Spec Ed	131.04
Curtis, Carol L.	Children's Dev Svc-Gen Admin	43.68
Custom Graphix Signs	1% Optional Sales Tax Fund	915.00
Dads Truck and Auto	County Sheriff	222.50
Dakota Curling	P & R-Ice Skating	683.25
Daktronics	1% Optional Sales Tax Fund	3,405.00
Damian, Nicole L.	County Health Nurse	36.96
Day Law	State & Fed Mandated Costs	212.50
Del City	Fleet Sales Tax Funds	3,113.70
Demco	Various Departments	6,156.16
Design Construction	Publ Work Capital Construction	54,556.00
Dexters Automotive	County Sheriff	175.00

DLT Solutions	County Assessor	2,465.10
Dog Waste Depot	P & R-Parks	289.65
Doubet, Cody	Fair-General Admin	846.00
Douglas Budget	Northeast Wyoming Regional	280.00
Dru Consulting	Commissioner's-Gen Cnty Costs	1,658.60
Duluth Trading Co	Various Departments	372.50
Dustbusters Enter	Publ Work Capital Construction	55,367.37
E and S Services	Publ Work Capital Construction	3,621.60
Earth Works Solution	1% Optional Sales Tax Fund	185,398.65
Eastside Motors	Maintenance/Custodial	1,036.64
Eaton	Information Technology Service	3,312.00
EBSCO Publishing	CCPL-Main Branch	3,345.00
Ecolab Pest Elimin	Various Departments	262.07
Edible Prairie Proj	1% Optional Sales Tax Fund	1,056.10
Ekstrom, Brooke L.	County Health Nurse	16.80
Election Systems	County Elections	2,382.83
Employment Testing	Sheriff-Jail Facility	38.00
Energy Laboratories	Northeast Wyoming Regional	27.00
Energy Wash Systems	Fleet Department	14.00
Enzler, Jerome A.	Rockpile Museum - Gen Admin	750.00
Epcon Sign	FAA Cares Act	73,106.00
Everbridge	Emergency Management	14,385.90
Evident Crime Scene	County Sheriff	1,178.51
Espresso Lube	County Sheriff	842.46
EZ Auto Wash	Children's Dev-Early Head Start	14.29
Family Health	Sheriff-Jail Facility	6,162.00
Fastcase	County Law Library	250.00
Fastenal Company	Various Departments	1,113.47
FIB Mstrcrd Airport	Northeast Wyoming Regional	1,590.07
FIB Mstrcrd Library	Various Departments	574.87
FIB Mstrcrd Park Rec	Various Departments	5,568.77
First Natl Bnk Fair	Fair-General Admin	99,583.91
First Natl Bnk Gil	1% Optional Sales Tax Fund	20,599.85
First Natl Bnk Visa	Various Departments	32,168.26
Floyds Truck Center	Road & Bridge	2,000.45
Flying Phoenix	1% Optional Sales Tax Fund	25,729.16
Forensic Medicine	County Coroner	8,000.00
Fox Ridge Sub I&S	1% Optional Sales Tax Fund	3,697.50
Freeland, Theresa M.	Children's Dev Svc-Preschool	339.47
Fry, Kimberly D.	Various Departments	1,913.18
Furman, Craig M.	County Sheriff	350.00
Fusion Talent Group	Fair-General Admin	5,000.00
Gale Cengage Learn	Various Departments	419.09
GameTime	P & R-Parks	242.29
Gary Brink	Various Departments	655.10
GCR Tire Service	Road & Bridge	9,600.00

Geis, Miles B.	Public Works	12.02
Geotech Industrial	Road & Bridge	6,370.00
Gillette Abuse Refuge	1% Optional Sales Tax Fund	6,930.00
Gillette Dental	Sheriff-Jail Facility	498.72
Gillette Printing	Various Departments	1,407.13
Gillette Steel	Road & Bridge	239.02
Gillette Transport	County Sheriff	75.00
Gillette Winsupply	Various Departments	28,276.98
Git R Done Site Svc	Various Departments	985.00
Glaser, Jane C.	County Health Nurse	18.48
Golden West Tech	Various Departments	708.81
GoodHire	Human Resources	45.50
Gopher	P & R-Recreational Division	648.83
GPS Industries	P & R-Bell Nob Golf Course	38,184.00
Graceland I&S Dist	1% Optional Sales Tax Fund	9,162.90
Grainger	Various Departments	4,570.98
Greasewood Water	Road & Bridge	943.90
Gregs Welding	1% Optional Sales Tax Fund	396.82
Grimms Pump Industrl	Road & Bridge	55.66
Grossenburg Implemnt	Road & Bridge	981.20
Grubb, Amber L.	Various Departments	136.64
GTI Golf Cars	Fair-General Admin	8,100.00
Hakert, Richard J.	Road & Bridge	2,656.80
Harris Public Health	County Health Nurse	295.00
Hawkins	Various Departments	14,547.47
HDR Engineering	Various Departments	8,251.05
Heartland Kubota	P & R-Parks	2,130.21
Heartland Tanning	P & R-Recreational Division	449.61
Henning, Robert A.	Rockpile Museum - Gen Admin	21.73
High Glass Window	Maintenance/Custodial	3,433.00
Hobby Lobby	CCPL-Main Branch	65.95
Hoffman, Travis William	Fair-General Admin	944.00
Holiday Direct	P & R-Parks	932.00
Homax Oil Sales	Various Departments	35,885.23
Home Depot Airport	Northeast Wyoming Regional	115.33
Home Depot Children's	1% Optional Sales Tax Fund	1,996.00
Home Depot Extension	Various Departments	1,015.59
Home Depot Landfill	Landfill	449.00
Home Depot Maint	Maintenance/Custodial	458.84
Home Depot Museum	Rockpile Museum - Gen Admin	69.42
Home Depot Parks Rec	Various Departments	2,209.55
Home Depot Sheriff	Various Departments	353.65
Home Fire Foods	Landfill	149.00
Honnen Equipment	Road & Bridge	552.89
Horning Horning McGrath	State & Fed Mandated Costs	125.51
HUB International	Human Resources	3,418.58

Humphrey Law	State & Fed Mandated Costs	3,658.95
IBM	Information Technology Service	35,600.90
Imperial Privacy Systems	Sheriff-Jail Facility	218.24
Ingersoll Rand	Landfill	177.97
Inland Truck Parts	Various Departments	4,299.89
Insight Public Sectr	Various Departments	5,862.83
Interstate Batt	Road & Bridge	1,089.50
Interstate Powersyst	Various Departments	3,466.82
IT Outlet	Various Departments	22,214.58
James Tire Service	P & R-Parks	258.38
Janitors Closet	Maintenance/Custodial	1,195.00
Jares, Jamie L.	Children's Dev Svc-Spec Ed	110.00
Jimenez, Rebecca R.	County Health Nurse	13.44
Jims Heating AC Ref	Landfill	2,040.00
Jirdon Agrichemical	P & R-Parks	10,750.00
JLC Sign Graphic	Various Departments	1,434.40
Johnstone Supply	Maintenance/Custodial	176.16
Joyce Jefferson	Rockpile Museum - Gen Admin	1,782.92
Junior Library Guild	CCPL-Main Branch	238.70
Just, Christopher R.	County Sheriff	53.80
K Two Technologies	Commissioner's-Grants	3,669.70
Kanopy	CCPL-Main Branch	201.00
Karls Tv	Maintenance/Custodial	25.20
Kershner, Melissia A.	Human Resources	62.93
Keyhole Broadcasting	Various Departments	1,038.00
Kimball Midwest	Road & Bridge	451.51
Knecht Home Center	Road & Bridge	103.48
Krug, Melanie	Fair-General Admin	200.00
KSLT KLMP KTPT	Northeast Wyoming Regional	300.00
L N Curtis & Sons	Northeast Wyoming Regional	6,668.42
La Quinta Inn	County Attorney	600.00
Landons Greenhouse	P & R-Parks	2,061.56
Lauries Flower Hut	District Court	15.00
Lazy Three S Rodeo	Fair-General Admin	4,750.00
Leapfrog Entertain	Fair-General Admin	275.00
Lesley, Douglas	State & Fed Mandated Costs	550.00
Levi Strohschein	P & R-Wright Center	90.00
LexisNexis	County Sheriff	1,047.24
Liberty Law Offices	State & Fed Mandated Costs	2,119.10
Library Foundation	Various Departments	1,263.68
Light O Rama	P & R-Parks	71.44
Lightning Lube	Various Departments	286.00
Longleaf Services	Rockpile Museum - Gen Admin	112.91
Love, Brooke D.	Library-General Administration	35.84
Lowe Roofing	Various Departments	94,432.53
Lubnau Law Office	State & Fed Mandated Costs	1,813.01

Lynns Auto Repair	County Sheriff	4,114.04
M B Companies	Northeast Wyoming Regional	2,687.00
M G Oil	Commissioner's-Gen Cnty Costs	2,142.46
MacPherson Thompson	Commissioner's-Gen Cnty Costs	3,608.50
Mad Transportation	County Sheriff	215.00
Mark Thomas Company	County Coroner	344.00
McKesson Med Surgic	Sheriff-Jail Facility	1,253.71
McRae, Ashley D.	Prevention Management Org	72.80
Meadow Gold Dairy	Children's Dev Svc-Preschool	568.30
Means First Ext W&S	Road & Bridge	287.15
Medical Arts Lab	Sheriff-Jail Facility	4,226.00
Menards Airport	Northeast Wyoming Regional	127.23
Menards Extension	Various Departments	2,621.20
Menards Fleet	Fleet Department	69.99
Menards Landfill	Landfill	62.68
Menards Maintenance	Maintenance/Custodial	945.35
Menards Park Rec	Various Departments	1,660.53
Menards Road Bridge	Road & Bridge	633.42
Menards Sheriff	Various Departments	204.68
Merck Sharp Dohme	County Health Nurse	808.89
MFAC	P & R-Recreational Division	173.70
Michael, Mary Ann C.	Children's Dev Svc-Preschool	34.99
Michaels Construct	Various Departments	98,531.87
Midland Implement Co	Various Departments	3,274.43
Midwest Pest Manag	Maintenance/Custodial	1,810.00
Midwest Tapes	Various Departments	4,448.52
Mikayla Oz	Library-General Administration	2,100.00
Mill Street Entert	Fair-General Admin	1,250.00
Miller Welding	Road & Bridge	33,080.00
Miller, Tyrel	Fair-General Admin	380.64
Moghu USA	P & R-Bell Nob Golf Course	5,000.00
Monsido	Information Technology Service	4,000.00
Moore, Irene	Library-General Administration	81.76
Morgan, Tobey J.	County Sheriff	250.00
Morris, Kayla	County Attorney	508.48
Mrs C's Catering	Adult Drug Court	1,620.00
Multi Health Systems	Children's Dev Svc-Spec Ed	187.00
Mythics	Information Technology Service	69,918.86
Nannemann Bros Auto	P & R-Parks	1,407.92
Naramore, James J MD	Sheriff-Jail Facility	1,000.00
National Software	Clerk-General County Costs	897.00
Nelson Auto Glass	Road & Bridge	633.10
New Horizons Psych	City of Gillette A Drug Court	505.00
Newman Traffic Signs	Public Works	537.50
News Record	Various Departments	9,318.29
Norchem Drug Test	Various Departments	2,756.00

Norco	Various Departments	13,085.01
Northeast WY Munc	Commissioner's-Gen Cnty Costs	4,000.00
Northern Trophy	County Sheriff	418.90
OA Promotions	Fair-General Admin	6,250.00
OAG Flightview	Northeast Wyoming Regional	524.66
OC Equity	Fair-General Admin	35,429.75
Octane Garage	Various Departments	3,748.09
Office Depot	Various Departments	9,842.14
Office Shop	Emergency Management	15.10
Optum	Human Resources	1,696.75
OReilly Auto Parts	County Sheriff	68.38
Oriental Trading Co	Various Departments	296.76
Overdrive	Various Departments	10,894.73
Overhead Door Co	Various Departments	3,934.46
Paintbrush Services	Various Departments	2,784.29
Pannell, James D.	Fair-General Admin	385.86
Papa Johns Pizza	P & R-Rockpile Community Cntr	21.85
PB Attorney	County Attorney	242.22
PB Global Airprt	Northeast Wyoming Regional	142.53
PB Global Attorney	County Attorney	173.04
PB Global Dist Crt	District Court	540.87
PB Global Sheriff	County Sheriff	173.04
Penny Newman Grain	Publ Work Capital Construction	87,691.11
Pepsi of Gillette	Various Departments	709.10
Personal Frontiers	Various Departments	7,208.40
Peterbilt of Wyoming	Road & Bridge	2,308.26
PFM Asset Management	Commissioner's-Gen Cnty Costs	10,183.37
PharmChem	Sheriff-24/7	2,752.50
Phillips, Ashley L.	Fair-General Admin	643.44
Pizza Carrello	State & Fed Mandated Costs	161.00
Plains Tire	County Sheriff	2,296.83
Plainsman Printing	Various Departments	26,170.54
Plant Shack	Various Departments	1,663.18
Powder River Const	Various Departments	253,663.74
Powder River Ener Utl	Various Departments	21,169.58
Powder River Exam	Northeast Wyoming Regional	120.00
Powder River Heating	Various Departments	4,589.60
Powder River Worksafe	Human Resources	1,305.00
Power Equipment Co	Road & Bridge	121.73
Prairieview Chmp I&S	1% Optional Sales Tax Fund	1,800.00
Price Chopper Wrist	P & R-Recreational Division	68.88
Primetime Paintball	P & R-Intramural Progrms-CCCRD	299.00
ProElectric	Road & Bridge	414.60
PSI Digital Imaging	County Assessor	283.65
Purvis Industries	Various Departments	661.38
Pyromate	1% Optional Sales Tax Fund	1,740.00

Quadient Leasing	Various Departments	524.52
Quatred LLC	Payments In Lieu of Taxes Fund	95,289.28
Quick Lube One	Fleet Department	95.49
Quill	County Assessor	1,213.87
Rain Locker Car Wash	Various Departments	200.00
Ram Computer Supply	Children's Dev Svc-Gen Admin	282.93
Razor City Locksmith	Maintenance/Custodial	176.90
Razor City Rental	Sheriff-Jail Facility	32.96
Really Good Stuff	CCPL-Main Branch	35.18
Record Supply	Various Departments	8,212.01
Recreation Supply	P & R-Wright Center	1,067.31
Reeves, Cara M.	Rockpile Museum - Gen Admin	15.57
ReportsNow	Information Technology Service	16,520.00
Reynolds, Mandy M.	Various Departments	582.38
Ricardos Cleaning	Maintenance/Custodial	480.00
Robinson, Celeste Renee	Various Departments	1,536.60
Rocky Mtn Business	Various Departments	14,953.11
Rocky Point W&S	1% Optional Sales Tax Fund	545.49
Ruby Drilling Co	P & R-Bell Nob Golf Course	10,106.00
Rupple, Lecandra S.	Fair-General Admin	893.12
Rupple, Sencie Lee	Fair-General Admin	593.12
Sanofi Pasteur	Various Departments	890.83
Scholastic Library	CCPL-Main Branch	1,354.11
School Specialty	Children's Dev Svc-Spec Ed	562.78
Schurtz, Jessica R.	County Health Nurse	30.24
Second Chance Minist	1% Optional Sales Tax Fund	735.49
Selbys	Public Works	885.51
Sentinel Offender	Juvenile Services	400.50
Servall Uniform	Road & Bridge	981.62
Sherwin Williams	Various Departments	2,188.24
Shields, Jess	Fair-General Admin	300.00
Shoshone Distribut	Rockpile Museum - Gen Admin	269.00
Sidwell Company	County Assessor	5,400.20
Sign Boss	Various Departments	744.00
Signing Savvy	CCPL-Main Branch	500.00
Silver Streak Ind	Rockpile Museum - Gen Admin	431.25
Simon	Maintenance/Custodial	148.16
Simpsons Printing	Various Departments	2,656.00
Sir Speedy	County Health Nurse	124.01
Sitech Wyoming	Landfill	532.14
Snow Crest Chemicals	Maintenance/Custodial	90.00
Society Human Res	Human Resources	219.00
Source Office Tech	Various Departments	12,752.04
Southland Medical	County Coroner	2,685.74
Southwestern Sales	Landfill	11,585.62
Special Electronics	Fair-General Admin	3,516.97

Spencer Fluid Power	FAA Cares Act	385.00
Steve Spangler	Various Departments	179.89
Stinson Construction	P & R-Bell Nob Golf Course	225.00
Stotz Equipment	P & R-Bell Nob Golf Course	318.39
Stremcha, Shelly J.	P & R-Intramural Progrms-CCCRD	4,900.00
Structural Dynamics	Various Departments	1,834.90
Stulken Law	State & Fed Mandated Costs	125.00
Summit Companies	Maintenance/Custodial	152.00
Summit Food Services	Sheriff-Jail Facility	48,120.66
Sundance Times	Northeast Wyoming Regional	325.00
Surf N Suds	County Health Nurse	21.60
Syntech Systems	Road & Bridge	73.00
Sysco Food Services	Various Departments	4,569.91
Tabbert, Janell J.	Children's Dev Svc-Spec Ed	144.00
Teachers Corner Kids	Various Departments	293.91
Technical Explicat	Information Technology Service	1,625.00
Temperature Tech	Maintenance/Custodial	1,196.82
That Embroidery Place	Northeast Wyoming Regional	15.00
The Grease Barrel	County Sheriff	120.00
The Range	P & R-Gen Adm	137.99
Thomas, Ryan J.	Sheriff-Jail Facility	125.35
Thomson Reuters West	County Attorney	760.78
Titan Machinery	Landfill	62.00
Top Quality Glove	Sheriff-Jail Facility	4,851.00
Tractor Supply	P & R-Parks	159.98
Tractor Supply Road	Road & Bridge	40.77
Trebron Company	Information Technology Service	9,857.00
Tri State Oil Recla	Landfill	1,011.00
Tri State Truck Equi	1% Optional Sales Tax Fund	331,910.46
Tritech Forensics	Various Departments	1,856.93
Tru Tech Products	Various Departments	23.48
Tyler Tech	Various Departments	174,825.93
U S Post CDS	Children's Dev Svc-Gen Admin	100.00
U S Post Extension	Extension Department	135.35
U S Post Library	Library-General Administration	2,000.00
Unique Management	Library-General Administration	98.45
United Central Indus	P & R-Parks	46.56
United Parcel Serv	County Sheriff	45.15
Universal Athletic	Various Departments	8,652.02
Urbin Law Office	State & Fed Mandated Costs	8,714.85
Urman, Dana S.	Library-General Administration	10.00
USA Today	CCPL-Main Branch	335.15
UW Business Office	Extension Dept-4-H Program	19,670.25
Veoci	Northeast Wyoming Regional	9,900.00
Verizon Adlt Drg Crt	Adult Drug Court	100.04
Verizon Emergcy Mgmt	Emergency Management	38.52

Verizon Juv Prob	Various Departments	250.10
Verizon Public Hlth	County Health Nurse	252.13
Verizon Public Works	Various Departments	579.73
Verizon Sheriff	Various Departments	4,675.40
Vermont Systems	Various Departments	3,461.59
Veto Enterprises	Fleet Sales Tax Funds	16,801.24
Violet Communications	Commissioner's-Grants	16,666.00
Visionary Broadband	Various Departments	6,865.56
Visitation Advocacy	1% Optional Sales Tax Fund	5,603.76
Vista Leasing	Various Departments	7,016.38
Vital Records Cont	Various Departments	455.13
Walmart Children Dev	Various Departments	1,762.62
Walmart Dist Crt	State & Fed Mandated Costs	65.37
Walmart Extension	Various Departments	2,599.65
Walmart ITS	Information Technology Service	54.35
Walmart Juv Prob	Various Departments	159.11
Walmart Juvenile Fam	Juvenile Drug Court Grants	102.53
Walmart Library	Various Departments	1,402.00
Walmart Museum	1% Optional Sales Tax Fund	43.60
Walmart Park Rec	Various Departments	1,876.58
Walmart Public Hlth	County Health Nurse	19.82
Walmart Sheriff	Sheriff-Jail Facility	433.73
Warne Chem Equip	Various Departments	1,340.81
Waste Connections	Various Departments	2,900.20
Water Guy	Northeast Wyoming Regional	460.00
Wesco Distribution	Maintenance/Custodial	19.92
Western Heritage Center	Rockpile Museum - Gen Admin	532.00
Western Stationers	Extension Department	2,286.54
Western Waste Sol	Various Departments	920.92
Weston Co Gazette	Northeast Wyoming Regional	42.00
Westwood Pharmacy	Sheriff-Jail Facility	1,344.52
WEX	Fleet Department	170.02
Whites Energy Motors	Fleet Sales Tax Funds	30,416.00
Whites Frontier Mtrs	P & R-Parks	741.31
Wilbur Ellis Company	P & R-Bell Nob Golf Course	2,900.00
Wolf, Alex	Fair-General Admin	296.72
Wolters Kluwer	Various Departments	1,748.00
Wood, William Joseph Preston	Fair-General Admin	863.20
Work Warehouse	Human Resources	262.78
Wright Auto Parts	Various Departments	132.51
Wright Community	1% Optional Sales Tax Fund	609.95
Wright Water Sewer	Various Departments	2,140.79
WY County Assesr Asn	County Assessor	290.00
WY Dept Agriculture	P & R-Recreational Division	150.00
WY Dept Health Prev	Sheriff-Jail Facility	434.00
WY Dept Transport	Various Departments	111,530.08

WY Enterprise Tech	County Treasurer	26.63
WY Envir Quality Air	Various Departments	1,247.00
WY Law Enf Acad Bsic	County Sheriff	4,592.55
WY Retirement Life	Campbell County General Fund	544.00
WY Retirement System	Various Departments	411,316.90
WY State Library	Various Departments	30,077.39
WY State Vet Lab	County Health Officer	6.82
Wyoming County Comm	Commissioner's Executive	28,770.00
Wyoming Machinery	Various Departments	326,447.00
Wyoming Marine	Various Departments	801.82
Wyoming Mechanical	Maintenance/Custodial	427.59
Wyoming Rents	Maintenance/Custodial	1,470.00
Wyoming State Hist	Rockpile Museum - Gen Admin	525.00
Wyoming Water Sol	Various Departments	9,111.37
Wyoming Youth Basketball Association	P & R-Intramural Progrms-CCCRD	10,325.00
Yellowjacket Constr	Publ Work Capital Construction	1,660.00
Youth Awards Comm	Fair-General Admin	10,000.00
Youth Emergency Serv	Various Departments	29,404.35

The following are the claims for Part-Time Employees summarized by department for June 2021: Clerk, 162.00; Treasurer, 840.00; Sheriff, 8,366.62; Public Works, 2,355.00; Coroner, 2,640.00; Extension, 5,538.50; District Clerk of Court, 1,680.88; Public Works-Landfill, 1,500.75; Museum, 387.00; Public Health, 2,324.19; Public Works-Custodians, 2,824.91; Children's Center, 10,115.23; Library, 55,278.18; Fair, 4,352.75; Parks & Recreation, 130,707.29.

Several people provided public comment.

Commissioner Reardon moved to approve the Contract between the Wyoming Department of Health, Public Health Division, the Campbell County Health Officer and Campbell County to ensure additional support for public health emergency preparedness and response by the County Health Officer, in the amount of \$9,600, with ten-percent (10%) county match for the period of July 1, 2021 to June 30, 2022. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

The Commissioners recognized Public Health with a challenge coin for work with COVID.

Commissioner Faber moved to approve the Certificate of State Grant-In-Aid between the Wyoming Department of Transportation, Aeronautics Division, and Campbell County, State Project No. AGC027X, for the marketing campaign at the Northeast Wyoming Regional Airport in the amount of \$40,000 and a county match of \$40,000, as presented. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved to approve the American Rescue Plan Application to provide relief from rent and minimum annual guarantees to small airport concessions at the Northeast

Wyoming Regional Airport in the amount of \$25,270, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the American Rescue Plan Application to be used for expenses related to the coronavirus at the Northeast Wyoming Regional Airport in the amount of \$1,145,381, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved to approve the FAA Airport Improvement Program (AIP) Grant Agreement between the Federal Aviation Administration (FAA) and Campbell County for the construction of the General Aviation Terminal Building in the amount of \$3,010,472, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

The Public Hearing that was scheduled for 10:15 AM was heard at 10:35 AM. The purpose of the hearing was for comment on the Chapter 4 Proposed Rules Regulating Construction.

Commissioner Faber moved to approve the amendments to Chapter 4 Rules, Regulating Construction as proposed and presented, to be effective immediately upon filing with the County Clerk. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

The Public Hearing scheduled for 10:30 AM was heard at 10:40 AM. The purpose of the hearing was for comment on the Chapter 6 Proposed Subdivision Regulations.

Commissioner Bell moved to approve the amendments to Chapter 6, Subdivision Regulations as proposed and presented, to be effective immediately upon filing with the County Clerk. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved to approve the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions for eligible costs incurred during the period March 3, 2021 to December 31, 2024 in the amount of \$9,001,196, as presented. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved to approve the FY 2022 Annual Compensation Agreements between the University of Wyoming and Campbell County for the two 4-H Extension Educators located in Campbell County, with an effective date of July 1, 2021 through June 30, 2022, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Shelstad moved to approve the Lease Agreement between Campbell County and Campbell County Weed and Pest District for the use of the leased premises for the period July 1, 2021 to June 30, 2026, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved to approve the Wright Inspection Services Agreement between Campbell County and the Town of Wright, as presented. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to accept the resignation of Rod Mathis from the Building Code Appeals Board. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to appoint Trenton Lake representing Plumbing, to the Building Codes Appeals Board to serve a three-year term, ending June 30, 2024 and appoint Curtis Juby representing Electrical to fulfill an unexpired term ending June 30, 2023. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to appoint Bertine Bahige and Tyler Watts to the Children's Developmental Services Board to serve a three-year term, ending June 30, 2024. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to appoint Charles Butler to the Joint Powers Fire Board to serve a three-year term, ending June 30, 2024. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved to appoint Charlie Anderson and Mandy Steward to the Library Board to serve a three-year term, ending June 30, 2024. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to appoint Jane Gebhart and Rocky Marquiss to the Museum Board to serve a three-year term, ending June 30, 2024. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved to accept the resignation of Justin Merryman from the Parks & Recreation Board. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to appoint Andy Fitzgerald to the Parks & Recreation Board to serve a five-year term, ending June 30, 2026 and appoint Ryan Gross to fulfill an unexpired term ending June 30, 2022. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to appoint Bob Jordan and Anna Land to the Planning Commission to serve a three-year term, ending June 30, 2024. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved to appoint Billie Wilkerson representing a Physician, to the Public Health Board to serve a five-year term, ending June 30, 2026. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to appoint Skylar Pownall to the Public Land Board to serve a three-year term, ending June 30, 2024. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to appoint Mark Juneck to the Senior Board to serve a three-year term, ending June 30, 2024. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to appoint Robert Hollander to the Regional Water Panel to fulfill an unexpired term ending June 30, 2022. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Commissioner Shelstad moved to approve Resolution Number 2087 to intervene and employ counsel for the litigation against the United States Department of Interior, challenging its decision to suspend oil and gas leasing on federal lands, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the agreement between Campbell County and Budd-Fallen Law Offices to represent Campbell County with regard to the Biden executive order enacting an oil and gas federal leasing moratorium. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the order to levy the requisite taxes for Fiscal Year 2021-2022, pursuant to Wyoming Statute 39-13-102(g), as presented. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

ORDER LEVYING REQUISITE TAXES FISCAL YEAR 2021/2022

WHEREAS, on June 15, 2021, this Board adopted a County budget for the 2021-2022 fiscal year ending June 30, 2022; and

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

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

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

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

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

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

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

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

THEREFORE, IT IS HEREBY ORDERED that, pursuant to the above-cited statutory authorities, property taxes are levied to raise the following amounts for the Fiscal Year ending June 30, 2022:

	Amount	Mill Levy
County General Fund	\$ 38,113,911	11.235
Campbell County Weed & Pest District	\$ 2,296,567	0.677
Campbell County School District		
Public Schools	\$ 20,355,435	6.000
Community Public Rec. Dist.	\$ 3,392,572	1.000
BOCHES	\$ 1,696,286	0.500
Campbell County Hospital District	\$ 10,177,718	3.000
Campbell County Cemetery District	\$ 3,058,333	0.901
City of Gillette	\$ 2,363,825	8.000
Town of Wright	\$ 86,513	8.000

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

ORDERED this 7th day of July 2021

BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING

There being no further business to come before the Commissioners the meeting was adjourned at 11:35 AM. The next regular meeting of the Commissioners will be held Tuesday, July 20, 2021, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Susan F. Saunders, County Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

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

Clerk of District Court
Monthly Statement
June 2021

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

The State of Wyoming } ss.
County of Campbell }

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

County Clerk

By _____
Deputy

MONTHLY STATEMENT

Statement of the Earnings or Collections of Cheryl Chitwood as Clerk of District Court within and for the County of Campbell, State of Wyoming, for the month ending June, 2021, and reported to the Board of District Court within and for the County of Campbell, State of Wyoming, Cheyenne, WY.

CLERK, DISTRICT COURT,

Civil Fees	4-040-0000	\$	5,020.00
Probate Fees	4-041-0000	\$	500.00
Fines	5-001-0000	\$	9,009.84
Jury Fees	4-044-0000	\$	1,050.00
Miscellaneous Fees	4-043-0000	\$	4,723.01

Total Earnings	\$ 20,302.85
-----------------------	---------------------

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 6th day of July, 2021.

Cheryl Chitwood, Clerk

COUNTY CLERK
MONTHLY STATEMENT
JUNE 2021

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

The State of Wyoming } ss.
County of Campbell }

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

County Clerk

By _____
Deputy

COUNTY CLERK'S MONTHLY STATEMENT

Statement of the collections of Susan F. Saunders as Campbell County Clerk within and for the County of Campbell, State of Wyoming, for the month ending June 20 21 and filed with the County Clerk for presentation to the Board of County Commissioners of said County as required by Wyoming Statute 18-3-814.

45560-Recording Fees	<u>31,944.00</u>
45610-Marriage Licenses.....	<u>1,200.00</u>
45570-Chattel Mortgages.....	<u>14,526.00</u>
45580-Certificates of Titles.....	<u>31,245.00</u>
45560-Misc Receipts Vault	<u>899.00</u>
45620-Misc Receipts Front	<u>133.50</u>
45600-VINS.....	<u>4,070.00</u>
IDOC Market...Autodeposited in FNBClerk...	<u>837.00</u> ////1.4696.1
TOTAL	<u>84,854.50</u>

Info for Treasurer's Office

WY Titles	<u>2083</u>	@ \$15.00	=	<u>31,245.00</u>
SO Vins	<u>167</u>	@ \$10.00	=	<u>1,670.00</u>
PD Vins	<u>226</u>	@ \$10.00	=	<u>2,260.00</u>
GF Vins	<u>13</u>	@ \$10.00	=	<u>130.00</u>
HP Vins	<u>1</u>	@ \$10.00	=	<u>10.00</u>
WC Vins		@ \$10.00	=	

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

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

WITNESS my hand and seal the 1st day of July, 2021

Susan F. Saunders, Campbell County Clerk

BY: Nayla / [Signature], Deputy

SHERIFF'S DEPT
MONTHLY STATEMENT
JUNE 2021

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

The State of Wyoming } ss.
County of Campbell }

This instrument was filed
on the____day of____
20____.

County Clerk

By_____
Deputy

MONTHLY SHERIFF'S STATEMENT

Statement of the collections of **Scott Matheny** as Sheriff within and for the County of Campbell, State of Wyoming, for the month ending **June 30th, 2021** and filed with the County Clerk for presentation of the Board of County Commissioners of said County as required by Wyoming State Statute 18-3-814.

COUNTY SHERIFF

Service Fees	\$6,100.00
Fingerprint Fees	\$490.00
Background Fees	\$75.00
Sex Offender Registration Fees	\$718.75
Concealed Firearms Permit Fees	\$595.00
Copy Fees	\$402.00
Notary	\$4.00
Sheriff Sales/Certificates	\$77.50
Executions	\$16.43
Salvage Vehicle Sales	\$0.00
Towing Fees	\$535.00
Foreclosure Sales	\$121,898.00
Misc. Refund	\$0.00
General Fund	\$2,125.25
E911	\$0.00
Town of Wright Reimbursement	\$0.00
Town of Wright 911	\$0.00
Campbell County Fire Department 911	\$0.00
Campbell County Health 911	\$0.00
WASCOP Grant	\$0.00
Campbell County School District SRO	\$0.00
Sheriff - 1% School Security	\$0.00
SRO For 1-3 Qtrs. 19/20	\$0.00
Sheriff's Account Interest (May21-Dec. 21)	\$0.00
	<u>\$133,036.93</u>

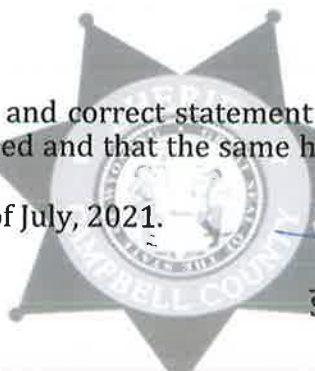
STATE OF WYOMING

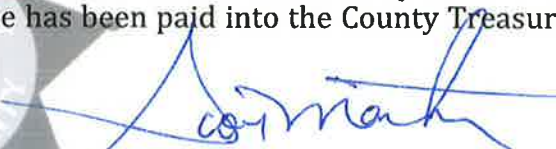
§

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 1st day of July, 2021.




Sheriff of Campbell County

Sheriff Dept Monthly Statement
Detention
June 2021

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

The State of Wyoming } ss.
County of Campbell

This instrument was filed
on the____day of____
20____

County Clerk

By_____
Deputy



MONTHLY SHERIFF'S STATEMENT-*DETENTION CENTER*

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

COUNTY SHERIFF

City of Gillette Housing	\$1,800.00
Restitution	\$35.00
Parolee	\$4,810.00
Probation Sanctions	\$2,100.00
Split Sentence	\$15,000.00
24/7 Participant Close Accounts	\$609.05
10 Day Housing	\$7,215.00
U.S. Marshal Housing	\$130.00
24/7 Program	\$12,589.50
Juvenile Housing	\$1,800.00
TOTAL	\$46,088.55

Direct Deposit

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

Date: 07-08-2021


Scott D. Matheny 172
Campbell County Sheriff

PAYROLL PAYMENT

FOR THE PAY PERIOD (s) ENDING

June 26, 2021
June 30, 2021
_____, _____

We do hereby approve the County Payroll as presented this _____ day of _____, _____

Member

Member

Member

Member

Chairman

PETITION FOR REBATE/CANCELLATION OF TAXES

6-18-24
date processed

STATE OF WYOMING
COUNTY OF CAMPBELL

No: 4309

NAME: VALKYRIE RESOURCES LLC

NOTICE ISSUED FOR:

NOVC# 2021-0234

OTHER:

☒ PARTIAL
☒ REBATE
☐ CANCELLATION

YEAR 2019

ACCOUNT/PARCEL# 50061387

TAX NOTICE NO. 5530

DISTRICT NO. 100

ASSESSED VALUATION: 12,083

AMOUNT:\$ 723.92

Joy D. Clement COUNTY ASSESSOR

APPROVED: X DENIED: _____

THIS 1 DAY OF _____, 20__

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20__

COUNTY CLERK



WYOMING DEPARTMENT OF REVENUE

IN THE MATTER OF THE
ASSESSMENT OF
VALKYRIE RESOURCES, LLC

Operator ID: 02645

NOTICE OF VALUATION CHANGE
2021-0234

ASSESSOR

Big Horn, Campbell, Carbon, Converse,
Crook, Fremont, Hot Springs, Johnson,
Washakie

Page 1 of 3

1. On May 2, 2021, Valkyrie Resources, LLC filed amended returns for the attached properties.
2. Valkyrie Resources, LLC filed the amended returns for the attached properties on their own initiative.

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

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

VALKYRIE RESOURCES, LLC
TORI DUPRE
1600 STOUT ST., #1000
DENVER, COLORADO 80202-3133

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

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

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

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

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

WYOMING DEPARTMENT OF REVENUE

**IN THE MATTER OF THE
ASSESSMENT OF**

VALKYRIE RESOURCES, LLC

Operator ID: 02645

**NOTICE OF VALUATION CHANGE
2021-0234**

ASSESSOR

**Big Horn, Campbell, Carbon, Converse,
Crook, Fremont, Hot Springs, Johnson,
Washakie**

Page 2 of 3

<u>Tax Year</u>	<u>Prod Year</u>	<u>Group Name</u>	<u>Group Number</u>	<u>County</u>	<u>Tax District</u>	<u>Mineral</u>	<u>Taxable Value Change</u>
2019	2018	SLICK CREEK	001205	Washakie	0101	Oil	(4,000)
2019	2018	FRISBY SOUTH	001220	Washakie	0101	Oil	(4,684)
2019	2018	TRIANGLE U	005889	Campbell	0100	Oil	(18,421)
2019	2018	SOUTH FORK	008481	Washakie	0101	Oil	(3,683)
2019	2018	TRIANGLE U EAST (WC)	012701	Campbell	0100	Oil	(2,794)
2019	2018	FRISBY SOUTH	001194	Washakie	0101	Oil	(5,771)
2019	2018	POWNALL RANCH	004319	Campbell	0100	Oil	2
2019	2018	GOLDEN EAGLE UNIT__(RC)	005852	Hot Springs	0100	Oil	(14,267)
2019	2018	HALVERSON	010010	Campbell	0100	Oil	(5)
2019	2018	SOUTH FRISBY	045817	Washakie	0101	Oil	(1,172)
2019	2018	GREYBULL UNIT	004627	Big Horn	0415	Oil	(2,900)
2019	2018	DERBY	010177	Fremont	0100	Oil	(1)
2019	2018	DERBY	010178	Fremont	0100	Oil	(40,125)
2019	2018	LAMB	004817	Big Horn	0415	Oil	20
2019	2018	FOUR MILE	014571	Johnson	0101	Oil	(141)
2019	2018	SPEARHEAD RANCH	001509	Converse	0200	Oil	(931)
2019	2018	PRAIRIE CREEK SOUTH	002419	Crook	0100	Oil	(5)
2019	2018	BIG MEDICINE BOW	005501	Carbon	0203	Oil	69,448
2019	2018	BIG MEDICINE BOW	005515	Carbon	0203	Oil	(317)
2019	2018	TRIANGLE UNIT	013292	Campbell	0100	Oil	1

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

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

WYOMING DEPARTMENT OF REVENUE

IN THE MATTER OF THE
ASSESSMENT OF

VALKYRIE RESOURCES, LLC

Operator ID: 02645

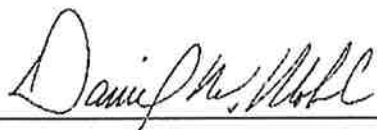
NOTICE OF VALUATION CHANGE
2021-0234

ASSESSOR

Big Horn, Campbell, Carbon, Converse,
Crook, Fremont, Hot Springs, Johnson,
Washakie

Page 3 of 3

<u>Tax Year</u>	<u>Prod Year</u>	<u>Group Name</u>	<u>Group Number</u>	<u>County</u>	<u>Tax District</u>	<u>Mineral</u>	<u>Taxable Value Change</u>
2019	2018	TRIANGLE U EAST	013854	Campbell	0100	Oil	16,268
2019	2018	POWELL	002417	Converse	0200	Oil	1,001
2019	2018	IBERLIN	004024	Campbell	0100	Oil	(3,479)
2019	2018	BIG MEDICINE BOW	005504	Carbon	0203	Oil	(1,413)
2019	2018	LITTLE SAND DRAW	005560	Hot Springs	0100	Oil	5,325
2019	2018	BIG MEDICINE BOW	013965	Carbon	0203	Oil	21,131
2019	2018	NO WATER	001218	Washakie	0101	Oil	(2,480)
2019	2018	IBERLIN	004031	Campbell	0100	Oil	3,073
2019	2018	ENIGMA	005948	Washakie	0101	Oil	14,320
2019	2018	DERBY	010181	Fremont	0100	Oil	(1)
2019	2018	KUMMERFELD	004465	Crook	0100	Oil	18,171
2019	2018	LAMB	004816	Big Horn	0415	Oil	(5,522)
2019	2018	RAVEN CREEK	010011	Campbell	0100	Oil	(7)
2019	2018	LAZY B	010172	Campbell	0100	Oil	(6,721)
2019	2018	LAZY B	010172	Campbell	0167	Oil	6,719

MADE AND ENTERED at Cheyenne, Wyoming, this 9th day of June, 2021

Dan Noble
Director, Department of Revenue

WYOMING DEPARTMENT OF REVENUE


Craig Grenvik
Administrator, Mineral Tax Division

Wyoming Department of Revenue, Mineral Tax Division, 122 West 25th Street, Suite E301, Herschler Building East
Cheyenne, WY 82002-0110Phone (307) 777-5237 – Internet: <http://revenue.wyo.gov> – E-mail: directorofrevenue@wyo.gov

Receipt: 5530 Year: 2019 See Notes

VALKYRIE RESOURCES LLC

Paid Date: 7 / 13 / 2021

Parcel: 50061387 Dist: 0100

<u>First Half</u>	<u>Tax Paid</u>	<u>Date Pd</u>	<u>Interest</u>	<u>Tax Due</u>	<u>Totals</u>
Property. . .	\$29967.95	1/06/2020	\$.00	\$.00	\$29967.95
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$29967.95		\$.00	\$.00	\$29967.95

Due: 11/10/2019

CP#: _____ CR#: _____

Second Half

Property. . .	\$29967.95	1/06/2020	\$.00	\$.00	\$29967.95
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$29967.95		\$.00	\$.00	\$29967.95

Due: 5/10/2020

CP#: _____ CR#: _____

\$59935.90	\$.00	\$.00
------------	--------	--------

FDIC#: _____

Tax Deed Issued: _____

Paid: \$59935.90

Bankruptcy Date: _____

Outstanding: \$.00

F24 - Functions

Pagedown/Pageup

rebate
4309



CREDIT CARD REQUEST

Credit Increase

Please complete the credit card request form and submit it to the Office of Commissioners.

First Name: _____ Last Name: _____

Department: Campbell County Public Works

Mailing Address: 500 S. Gillette Ave, Ste 1400

City: Gillette State: WY Zip Code: 82716

Business Phone: 307-685-8061 *Cell Phone: _____

Credit Increase Amount: Currently \$3000 increase to \$5000 We only have one card with a limit over \$3000 and have run into issues a couple times. Card number ending in 0351

** If the bank detects suspicious charges on the card, the bank's fraudulent department will call the cell phone number on file to verify the charges.*

As an authorized cardholder, I understand that the card may be used for authorized Campbell County business and that no personal expenses are to be charged to the card. I am responsible for all charges made against the card and I am expected to submit itemized receipts/documentation for every transaction, resolve any discrepancies, and follow proper card security measures.

Employee Signature _____

Date _____

Bill Bostrom

Authorizing Department Signature

16 JUL 2021

Date

FOR COMMISSIONERS OFFICE USE ONLY

Credit Card Request: ☐ Approve ☐ Deny

Credit Limit Increase: ☐ Approve ☐ Deny

Date: _____ Chairman Signature: _____

Master Number: _____

1st Line on Card: CC Public Works

2nd Line on Card: _____

Credit Limit: _____

Date Submitted to First National Bank: _____

**OFFICE**

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

Carol J. Seeger
Executive Director of Administration

BOARD OF COMMISSIONERS

Robert Maul, Chairman
Rusty Bell
D.G. Reardon
Del Shelstad
Colleen Faber

July 20, 2021

Nancy Vehr, Administrator
Division of Air Quality
Department of Environmental Quality
200 West 17th St.
Cheyenne, Wyoming 82002

Subject: Support for Approval of Air Quality Permit Application A0011831

Dear Administrator Vehr:

As you know, Campbell County is a partner with Energy Capital Economic Development in the construction of the Wyoming Innovation Center. We have sought and obtained grants from the United States Economic Development Administration and the Wyoming Business Council and the facility is currently under construction with an October 2021 completion date.

The Wyoming Innovation Center is an important facility that will help diversify and strengthen Wyoming's economy. Having an air quality permit is essential to the operations of the facility and will help attract new businesses and projects to Wyoming that seek to find alternate, non-combustion uses of plentiful Powder River Basin coal.

We strongly support issuing the air quality permit to Energy Capital Economic Development for the purposes of operating the Wyoming Innovation Center. The Wyoming Innovation Center project will bring new jobs, new commercial manufacturing facilities, and increased business to Wyoming beginning with our first signed tenant National Energy Technology Laboratory whose project is to extract and separate rare earth elements from coal byproducts.

This facility will provide a location where businesses and research institutions can prove out and perfect their coal-to-products technology and prove the commercialization potential of their processes. One of the main goals of the Wyoming Innovation Center is to be a hub to scale up technology using abundant coal resources and coal byproducts to make graphene, asphalt, and other essential products. These projects address the lifecycle of carbon helping reduce emissions aiming for carbon negative outcomes.

Thank you for your consideration and we look forward to the issuance of this critical permit.

Board of Campbell County Commissioners

By: _____
Robert L. Maul, Chairman

**OFFICE**

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

TO: Board of Commissioners
FROM: Parks and Recreation
DATE: July 14, 2021
SUBJECT: Line Item Transfer Request

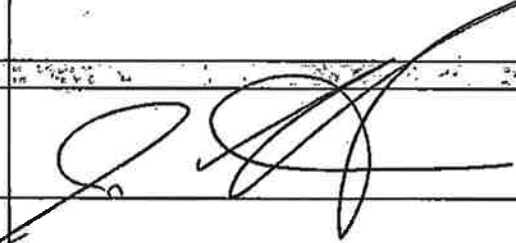
Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$4,000.00	7710.6166	Professional Fees	7710.6102	Assoc., Comm., Dues & Fees
\$1,700.00	7710.6531	General Supplies	7710.6102	Assoc., Comm., Dues & Fees
\$770.00	7710.6704	Pesticides	7710.6705	Irrigation Parts
\$605.00	7710.6785	Well Maintenance	7710.6970	Port-O-Johns

Explanation:

2021-059

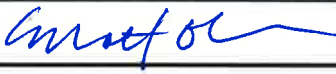
Position Vacancy Justification

Department:	CAM-PLEX			Date:	8/13/2021
Position Title:	HR/Finance Manager				
Classification Band / Range:	108	Current Salary of Incumbent:	\$62,732.80		
Salary Range:	Min \$22.57	Mid \$28.21	Max \$38.85		
Justification for Hiring Position:	Filling existing budgeted position due to voluntary termination.				
Incumbent:					
Position Originated:	1985				
Funding Source for Position:	County: Yes	State: No	Federal: No	Other: Yes	Explain Other: City – 20%
Status Code:	Full-Time Yes	Part-Time	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Voluntary Termination: X		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date					
Commissioner Approval & Date:	7/9/2021				



2021-058

POSITION VACANCY JUSTIFICATION

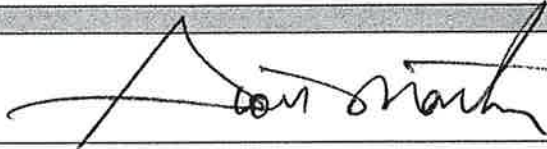
Department:	Public Works / Solid Waste Division			Date	July 9, 2021		
Position Title: Equipment Operator, Senior							
Classification Band:	107			Current Salary:	\$27.34/hr		
Salary Range:							
Minimum:	20.70	Mid-Point:	25.88	Maximum:	31.06		
Position Justification: Relocation							
Termed incumbent: [REDACTED]							
Position Originated: Budgeted position for FY 20-21							
Funding Source for Position:	County	X		State		WIC Program	
	Federal			Other		(Please explain)	
Classification:	Full Time	X	Part Time		Number of Hours	40/wk	
	Exempt		Non-Exempt				
Reason for Vacancy:	Replacing Termination		X	New Position			
Existing Budgeted Position:	Yes	X	No		If No, Please explain:		
Benefit Eligible:	Yes	X	No		Please explain:		
Department Head Signature:							
Commissioner Approval:							

Routing: Original: HR for review; HR forward to Commissioners' for approval & signature; return to HR; HR file and make copy to send to requesting department.

 7/9/21

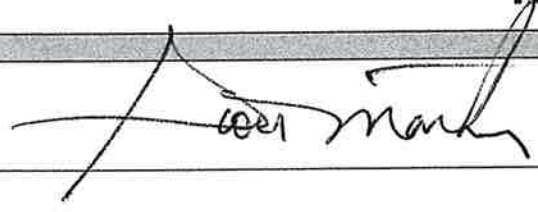
2021-060

Position Vacancy Justification

Department:	Sheriff's Office		Date:	7/13/2021	
Position Title:	Administrative Assistant				
Classification Band / Range:	104	Current Salary of Incumbent:	\$15.99		
Salary Range:	Min \$15.99	Mid	Max \$23.98		
Justification for Hiring Position:	Filling existing budgeted position.				
Termed Incumbent:					
Position Originated:	Budgeted Position for fiscal year 2021-2022				
Funding Source for Position:	County: Yes	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time	Part-Time Yes	Number of Annual Hours:		1040
Reason for Vacancy:	Replacement due to Termination: X		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date					7/13/2021
Commissioner Approval & Date:					

BT
7/14/21

2021-061 Position Vacancy Justification

Department:	Sheriff's Office			Date:	7/13/2021
Position Title:	Detention Officer				
Classification Band / Range:	S01	Current Salary of Incumbent:	\$25.09		
Salary Range:	Min \$24.48	Mid	Max \$30.57		
Justification for Hiring Position:	Filling existing budgeted position.				
Termed Incumbent:					
Position Originated:	Budgeted Position for fiscal year 2021-2022				
Funding Source for Position:	County: Yes	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time Yes	Part-Time	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Termination: X		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date					7/13/2021
Commissioner Approval & Date:					

BF 7/14/21

The following page(s) contain the backup material for Agenda Item: [9:25 Most Valuable Personnel \(MVP\) Award](#)

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



Most Valuable Personnel

MVP Nominee(s) Scott Matheny

Department/Title Sheriff Office

Nominated by Eric Seeman

Department/Title Public Health

Sheriff Office

Best form of contact Phone

Please check all that apply and explain in list/bullet format, must meet 3/5 to be considered

Check	Description of criteria	Explain
	Provides exceptional customer service	
X	Made/makes innovative and creative changes that improve workflow/productivity	See attached letter
	Identifies significant monetary savings opportunities	
X	Completed a special act or service that goes above their normal duties	See attached letter
X	Exemplifies flexibility and adaptability to changes in the workplace	See attached letter

Any county employee may submit a nomination. Use this as a guideline and submit a letter addressing the ERC. Please return this form and the letter to the HR office or any ERC member. All nominations must be submitted no later than the 20th of each month.

OFFICE USE ONLY

Received by _____ Date Received _____ Decision date _____

CAMPBELL COUNTY PUBLIC HEALTH

2301 S. 4-J Road
Gillette, Wyoming 82718
Phone: (307) 682-7275
Fax: (307) 682-0374

June 4, 2021

Dear ERC,

I would like to nominate Sheriff Scott Matheny, Captain Eric Seeman, and the Sheriff's office for the Most Valuable Personnel (MVP) award.

Public Health and the Sheriff's office have always had a strong collaborative relationship, but the pandemic solidified that relationship even more.

In the beginning of the pandemic, public health reached out to the sheriff's office to discuss logistics and emergency preparedness and response. Both Sheriff Matheny and Captain Seeman made it clear what ever public health needed they were willing to help. The Sheriff's office became the original site for large drops of personnel protective equipment (PPE). Shipments would arrive and Sheriff's Office personnel would secure the equipment until public health could arrive to take possession.

As the pandemic wore on, the Wyoming Department of Health and the Governor's office implemented various restrictions. In the early phase of the pandemic, there was push back in the community, and some of the restrictions were not followed. On a few occasions we had to request the Sheriff's Office to assist in enforcement of those restrictions. Captain Seeman never hesitated in helping public health with these requests.

When vaccines became available Sheriff Matheny and Captain Seeman asked what they could do to aid public health in getting vaccines into the community. They allowed public health to utilize the Sheriff's Office parking lot to hold clinics in our mobile unit. This helped first responders to have a central location to obtain their vaccines. Captain Seeman aided in crowd control and flow of the clinic. When the weather turned bitter cold officers helped us put our mobile unit into the old road and bridge building, sat up chairs and tables, and directed patients to us there.

As we all know, frustrations in the community have been high during the pandemic. At times, public health staff found themselves being threatened by the public. Captain Seeman was more than willing to provide security for public health during protests, drive through clinics, and office clinics. Officers were on sight at the Camp-lex and the Public Health office to make sure public health staff and patients were safe. The officers provided these services with genuine caring and concern. They never insinuated it was a burden to provide us this assistance. They have also been more than willing to make their presence noted by driving by the Public Health Office during their daily duties.

Recently I was notified that I needed to transfer vaccine to Douglas, and it needed to be on the road in 30 minutes. None of my normal avenues to transport vaccine were available in that short time frame. I called Captain Seeman to see if there was any way he had an officer that could help. In less than 10 minutes we had a plan in place. The vaccine was on the road and headed to Douglas in 20 minutes.

Again, the officer transporting the vaccine had a genuine spirit of cooperation and did not act as though this really was not part of his job duties.

One of the greatest acts of kindness that was shown to public health by Sheriff Matheny, Captain Seeman, and staff of the Sheriff's office was the numerous phone calls, emails, and text messages of support we received. Those thoughtful messages went a long way to boost morale over this past year!

These are just a few of the reasons I feel Sheriff Matheny, Captain Seeman, and the Sheriff's Office are deserving of the MVP Award.

Thank you for your consideration of this nomination.

Sincerely,

A handwritten signature in blue ink that reads "Jane Glaser". The signature is written in a cursive, flowing style.

Jane Glaser Executive Director Campbell County Public Health and the Public Health Staff

The following page(s) contain the backup material for Agenda Item: [9:30 Contract for Services, CLIMB Wyoming](#)

*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.

**CONTRACT FOR SERVICES AGREEMENT
CLIMB WYOMING
Fiscal Year 2021-2022**

Parties: This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and CLIMB Wyoming, 405 West Boxelder Road #B4, Gillette, Wyoming, (hereafter, "CONTRACTOR").

Purpose: This agreement is for the purpose of establishing the terms and conditions of the contract for services between COUNTY and CONTRACTOR, as authorized by W.S. 35-1-614 (a).

Term: This agreement shall be in effect for a one-year term beginning July 1, 2021 and ending on June 30, 2022.

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, up to a total of \$20,000 during the term of this agreement for the services as indicated below and more fully set out in your application.

Termination: CONTRACTOR may terminate this agreement thirty (30) days after giving notice in writing to COUNTY of intent to terminate. COUNTY may terminate this agreement at any time for any breach thereof by CONTRACTOR or due to lack of sufficient funds in the county treasury. Termination by either party ceases further obligation on the part of COUNTY to make further payments under this agreement and CONTRACTOR shall be required to reimburse COUNTY for monies paid to CONTRACTOR under the terms of this agreement which have been paid in advance for services not yet rendered.

Responsibilities of Contractor: CONTRACTOR shall:

1. Expenses related to career training programs in Campbell as follows:
 - a. \$8,000 – salaries and benefits
 - b. \$3,000 – rent and utilities
 - c. \$750 - employer required work expenses
 - d. \$1,000 – incentives
 - e. \$900 - training expenses
 - f. \$750 – tuition
 - g. \$250 – general office supplies and equipment
 - h. \$500 – phone, fax and internet expense

- i. \$3,250 – mental health provider expense
- j. \$100 – participant and staff travel
- k. \$1,500 – administrative outreach

2. Submit to the Campbell County CARE Board a monthly financial statement and program statistics, with specific detail on how County funds are being expended for County residents. All reports and supporting documentation are due to the CARE Board by the 5th of each month in care of: Campbell County Office of the Commissioners, 500 S. Gillette Avenue, Suite 1100, Gillette, WY 82716. All submitted documentation must be approved by your Board and signed by the Board Chairman.

3. Submit to the COUNTY a copy of your previous year's annual financial compilation, review, or audit when completed.

4. Participate in an annual compliance monitoring visit with the CARE Board.

5. Ensure all Board Members attend a Board Training Workshop once during their Board term.

Miscellaneous Provisions:

1. By entering into this agreement, COUNTY does not waive its sovereign immunity, or any other defense provided by law.

2. It is understood by both parties the funding provided to the CONTRACTOR is budgeted through the Optional One Percent Sales Tax account, most recently approved by the voters of Campbell County in November 2018.

Signatures:

CAMPBELL COUNTY

Bob Maul, Chairman
Board of Commissioners

Date

ATTEST:

Susan F. Saunders, County Clerk

CLIMB WYOMING

Ray Fleming Dinneen

~~Laura Hewitt Ladd, Board President~~

Ray Fleming Dinneen, PsyD, Executive Director

ATTEST:

Jenny Mashak

~~Jenny Mashak, Program Director~~

Jennifer Hanrahan, Director of Finance

7/6/21

Date

The following page(s) contain the backup material for Agenda Item: [9:40 Contract for Services, Personal Frontiers](#)

*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.

**CONTRACT FOR SERVICES AGREEMENT
PERSONAL FRONTIERS, INC
Fiscal Year 2021-2022**

Parties: This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and Personal Frontiers, Inc., 310 South Miller Avenue, P.O. Box 754, Gillette, Wyoming, (hereafter, "CONTRACTOR").

Purpose: This agreement is for the purpose of establishing the terms and conditions of the contract for services between COUNTY and CONTRACTOR, as authorized by W.S. 35-1-614 (a).

Term: This agreement shall be in effect for a one-year term beginning July 1, 2021 and ending on June 30, 2022.

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, up to a total of \$25,000 for the services outlined below.

Termination: CONTRACTOR may terminate this agreement thirty (30) days after giving notice in writing to COUNTY of intent to terminate. COUNTY may terminate this agreement at any time for any breach thereof by CONTRACTOR or due to lack of sufficient funds in the county treasury. Termination by either party ceases further obligation on the part of COUNTY to make further payments under this agreement and CONTRACTOR shall be required to reimburse COUNTY for monies paid to CONTRACTOR under the terms of this agreement which have been paid in advance for services not yet rendered.

Responsibilities of Contractor: CONTRACTOR shall:

1. \$25,000 to assist with funding to offset the sliding fee scale with the actual cost of providing counseling to clients in Campbell County.
2. Submit to the Campbell County CARE Board a monthly financial statement and program statistics, with specific detail on how County funds are being expended for County residents. All reports and supporting documentation are due to the CARE Board by the 5th of each month in care of: Campbell County Office of the Commissioners, 500 S. Gillette Avenue, Suite 1100, Gillette, WY 82716. All submitted documentation must be approved by your Board and signed by the Board Chairman.

3. Submit to the COUNTY a copy of your previous year's annual financial compilation, review, or audit when completed.

4. Participate in an annual compliance monitoring visit with the CARE Board.

5. Ensure all Board Members attend a Board Training Workshop annually, to maintain eligibility for CSBG funding.

Miscellaneous Provisions:

1. By entering into this agreement, COUNTY does not waive its sovereign immunity, or any other defense provided by law.

2. It is understood by both parties the funding provided to the CONTRACTOR is budgeted through the Optional One Percent Sales Tax account, most recently approved by the voters of Campbell County in November 2018.

Signatures:

CAMPBELL COUNTY

Bob Maul, Chairman
Board of Commissioners

Date

ATTEST:

Susan F. Saunders, County Clerk

PERSONAL FRONTIERS, INC.

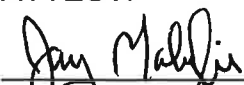


Kim Carroll, President
Board of Directors



Date

ATTEST:



Jay Mahylis, Secretary

The following page(s) contain the backup material for Agenda Item: [9:50 Contract for Services, Council of Community Services](#)

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

**CONTRACT FOR SERVICES AGREEMENT
COUNCIL OF COMMUNITY SERVICES
Fiscal Year 2021-2022**

Parties: This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and Council of Community Services, 114 4J Road, Gillette, Wyoming, (hereafter, "CONTRACTOR").

Purpose: This agreement is for the purpose of establishing the terms and conditions of the contract for services between COUNTY and CONTRACTOR, as authorized by W.S. 35-1-614 (a).

Term: This agreement shall be in effect for a one-year term beginning July 1, 2021 and ending on June 30, 2022.

Payment: The COUNTY shall reimburse the CONTRACTOR up to a total of \$26,775 during the term of this agreement for the services outlined below.

Termination: CONTRACTOR may terminate this agreement thirty (30) days after giving notice in writing to COUNTY of intent to terminate. COUNTY may terminate this agreement at any time for any breach thereof by CONTRACTOR or due to lack of sufficient funds in the county treasury. Termination by either party ceases further obligation on the part of COUNTY to make further payments under this agreement and CONTRACTOR shall be required to reimburse COUNTY for monies paid to CONTRACTOR under the terms of this agreement which have been paid in advance for services not yet rendered.

Responsibilities of Contractor: CONTRACTOR shall:

1. Provide assistance and resources to low-income citizens of Campbell County.
2. Submit to the Campbell County CARE Board a monthly financial statement and program statistics, with specific detail on how County funds are being expended for County residents. All reports and supporting documentation are due to the CARE Board by the 5th of each month in care of: Campbell County Office of the Commissioners, 500 S. Gillette Avenue, Suite 1100, Gillette, WY 82716. All submitted documentation must be approved by your Board and signed by the Board Chairman.
3. Submit to the COUNTY a copy of your previous year's annual financial compilation, review, or audit when completed.
4. Participate in an annual compliance monitoring visit with the CARE Board.

5. Ensure all Board Members attend a Board Training Workshop annually to maintain eligibility for CSBG funding.

Miscellaneous Provisions:

1. By entering into this agreement, COUNTY does not waive its sovereign immunity, or any other defense provided by law.

2. It is understood by both parties the funding provided to the CONTRACTOR is budgeted through the Optional One Percent Sales Tax account, most recently approved by the voters of Campbell County in November 2018.

Signatures:

CAMPBELL COUNTY

Bob Maul, Chairman
Board of Commissioners

Date

ATTEST:

Susan F. Saunders, County Clerk

COUNCIL OF COMMUNITY SERVICES

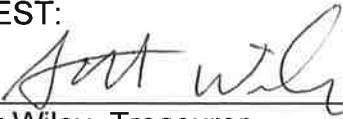


Tonja Cale, Board Chair



Date

ATTEST:



Scott Wiley, Treasurer

The following page(s) contain the backup material for Agenda Item: [10:00 Amendment One for Crisis Response Funding Contract](#)

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

**OFFICE**

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

Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

Robert Maul, Chairman
Rusty Bell
Colleen Faber
D.G. Reardon
Del Shelstad

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: Crisis Response Funding Amendment

DATE: 07/08/2021

Attached you will find Amendment One to the Crisis Response Funding contract originally signed December 12, 2020. The purpose of this amendment is to extend the effective date from July 1, 2020- June 30, 2021 to July 1, 2020- June 30, 2024. The award amount (\$100,000) still remains the same and is budgeted in Public Health's budget. As a reminder, these funds are only available if CDC has determined a public health emergency or is considered imminent. These funds have not been activated yet.

A representative from Public Health will present this Amendment.

Thank you!

**AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
CAMPBELL COUNTY**

1. **Parties.** This Amendment is made and entered into by and between Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street 3rd Floor West, Cheyenne, Wyoming 82002 and Campbell County (Subrecipient), whose address is: 2301 South 4J Road, Gillette, Wyoming 82717. This Amendment concerns the Public Health Preparedness and Response Unit.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Agency and the Subrecipient. The purpose of this Amendment is to: a) extend the term of the Contract through June 30, 2024; and b) amend the responsibilities of the Subrecipient. The parties acknowledge that services and payment remain subject to Sections 5.B and 6.D. of the Contract.

The original Contract, dated December 12, 2020, required the Subrecipient to perform response activities through implementation of the Centers for Disease Control and Prevention (CDC) CDC-RFA-TP18-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response COVID-19 Crisis Response Cooperative Agreement – Components A and B Supplemental Funding Interim Guidance, contingent on crisis funding awarded by the CDC, for a total Contract amount of one-hundred thousand dollars (\$100,000.00) with an expiration date of June 30, 2021.

3. **Term of the Amendment.** This Amendment shall commence on June 30, 2021, or upon the date the last required signature is affixed hereto, whichever is later (Effective Date), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

A. The second sentence of Section 3 of the original Contract is hereby amended to read as follows:

“The term of the Contract is from July 1, 2020 or Effective Date, whichever is later, through June 30, 2024.”

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

A. As of the Effective Date of this Amendment, Attachment A, Public Health Emergency Preparedness Crisis Response Funding Statement of Work, which was attached to the original Contract, is superseded and replaced by Attachment A-1, Revised Public Health Emergency Preparedness Crisis Response Funding Statement of Work, which is

attached to this Amendment and incorporated into the original Contract by this reference. All references to "Attachment A" in the original Contract, and in any amendments thereto, are amended to read: "Attachment A-1".

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

Responsibilities of the Agency have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Agency and the Subrecipient, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Subrecipient of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

8. **General Provisions.**

- A. **Entirety of Contract.** The original Contract, consisting of twelve (12) pages; Attachment A, Public Health Preparedness and Response Crisis Funding Statement of Work, consisting of seven (7) pages; this Amendment One, consisting of three (3) pages; and Attachment A-1, Revised Public Health Preparedness and Response Crisis Funding Statement of Work, consisting of seven (7) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION

Stefan Johansson, Interim Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

SUBRECIPIENT: CAMPBELL COUNTY

Chairman, Campbell County Board of Commissioners

Date

CAMPBELL COUNTY ATTORNEY: APPROVAL AS TO FORM

Campbell County Attorney

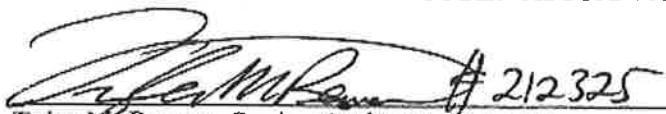
Date

COUNTY CLERK'S ATTESTATION:

Campbell County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 # 212325
Tyler M. Renner, Senior Assistant Attorney General

05-19-2021
Date

**ATTACHMENT A-1:
REVISED PUBLIC HEALTH EMERGENCY PREPAREDNESS CRISIS RESPONSE
FUNDING STATEMENT OF WORK**

GENERAL DESCRIPTION

The parties to this Contract are the Wyoming Department of Health, Public Health Division (Agency) and Campbell County (Subrecipient). This Revised Statement of Work pertains to and is managed by the Public Health Preparedness and Response Unit (PHPR). This document is a Revised Statement of Work (SOW) to identify and describe deliverables and payment structure for the development and response of public health emergency response capability through the implementation of the Centers for Disease Control and Prevention (CDC), *CDC-RFA-TP18-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response COVID-19 Crisis Response Cooperative Agreement – Components A and B Supplemental Funding Interim Guidance*. Wyoming seeks to pre-approve local jurisdictions to receive funding for Health and Human Services (HHS) Secretarial declared and non-declared public health (PH) emergencies of such magnitude, complexity, or significance that it would have an overwhelming impact upon, and exceed resources available to Wyoming. No funding is available for the Contract until the CDC distributes response funding to Wyoming. Any funding tied to the Contract will only be made available once CDC has determined a public health emergency exists or is considered eminent. Jurisdictions will need to be capable of activating new or surging current emergency response activities within a two (2) day period. This program is authorized under section 311(c)(1) of the Public Health Service Act (42 USC § 243(c)(1)), subject to available funding and other requirements and limitations.

The requirements articulated in Attachment A-1, Revised Public Health Emergency Preparedness Crisis Response Funding Statement of Work, represent known response requirements; the Agency retains the right to change the deliverables as outlined below upon execution of a Contract amendment under Section 8.A. based on any additional requirements or information that may come from CDC. CDC may establish ad hoc due dates based on the needs of the crisis. Additional requirements or changes will be articulated to the Subrecipient as soon as possible, once the Agency receives this information. Failure to meet these requirements may affect future funding for the Agency and in turn emergency response funding for the Subrecipient. Deliverables must be kept up to date; quarterly payments will only be made once all deliverables are met for the prior quarter. PHPR staff is available to facilitate planning activities and provide technical assistance. It is understood that Public Health Response Coordinators (PHRCs) are typically assigned the responsibility of addressing the deliverables listed below and support the Emergency Support Function (ESF) #8 Public Health and Medical during a response.

PAYMENT

The source of funds for the Contract is via a Cooperative Agreement from the Centers for Disease Control Catalog of Federal Domestic Assistance (CFDA) No. 93.354. Funding distributed under this Contract may be extended by a CDC No Cost Extension, and corresponding amendment to the Contract, if warranted.

TIMELINE AND DELIVERABLES

All deliverable documentation must be submitted to the Contract Reporting Tool (CRT).

Timetable and Deliverables for Subrecipient	
Outcomes: Program activities are designed to prevent or reduce morbidity and mortality from public health incidents whose scale, rapid onset, or unpredictability stresses the public health system and ensure the earliest possible recovery and return of the public health system to pre-incident levels or improved functioning. Short term outcomes include: 1. Earliest possible activation and management of emergency operations 2. Earliest possible identification and investigation of an incident/index case (if applicable) 3. Timely implementation of intervention and control measures (as applicable to crisis) 4. Timely communication of risk and essential elements of information by partners 5. Timely coordination and support of response activities with healthcare and other partners Strategies and Activities: Subrecipient will use capabilities to focus on the following strategies and conduct these activities for the public health system: 1. Strengthen Public Health Incident Management for Early Crisis Response 2. Strengthen Jurisdictional Recovery 3. Strengthen Information Management 4. Strengthen Countermeasures and Mitigation 5. Strengthen Surge Management 6. Strengthen Biosurveillance	
Task	In place within
Emergency Operations and Coordination 1. Conduct jurisdictional COVID-19 risk assessments. a. Identify and prioritize risk-reduction strategies and risk-mitigation efforts in coordination with community partners and stakeholders. b. Implement public health actions designed to mitigate risks in accordance with CDC guidance. 2. Implement public health response plans based on CDC COVID-19 Preparedness and Response Planning Guidance for State, Local, Territorial, and Tribal Public Health Agencies. 3. Provide technical assistance to local and tribal health departments on development of COVID-19 response plans and respond to requests for public health assistance. 4. Activate the jurisdiction's emergency operations (EOC) at a level appropriate to meet the needs of the response. a. Staff with numbers and skills necessary to support the response, assure worker safety, and monitor absenteeism. b. Use established systems to ensure continuity of operations (COOP) and implement COOP plans as needed.	Ongoing

5. Establish systems to ensure continuity of operations (COOP) and implement COOP plans as needed. 6. Establish call center or other communication capacity for information sharing, public information, and directing residents to available resources. 7. Activate emergency hiring authorities and expedited contracting processes. 8. Assess the jurisdiction's public health and healthcare system training needs. a. Provide materials and facilitate training designed to improve the jurisdiction's public health and healthcare system response. Focus on infection prevention and control strategies implementation / triggers for crisis/contingency standards of care. b. Implement procedures to notify relevant personnel and participate in CDC national calls and Clinician Outreach and Communication Activity (COCA) calls. c. Ensure plans and jurisdictional response actions incorporate the latest CDC guidance and direction.	
Responder Safety and Health 1. Assure the health and safety of the jurisdiction's workforce, including but not limited to implementation of staff resiliency programs, occupational health/safety programs, responder mental health support. Determine gaps and implement corrective actions. 2. Implement personal protective equipment (PPE) sparing strategies for public health/healthcare system workforce in accordance with federal guidelines. 3. Develop an occupational safety and health strike team to ensure workers are protected, implement corrective actions, and gather lessons learned. 4. Establish a team of communicators that can interpret CDC guidance and assist with the implementation of worker safety and health strategies. 5. Create tools to assist and anticipate supply chain shortages, track PPE inventory. 6. Develop PPE strategies consistent with CDC guidance for hospitals, outpatient clinics, long term care facilities, and other facilities; work with suppliers and coalitions to develop statewide plans for caching or redistribution/sharing. This strategy should be integrated with healthcare coalitions' system plans for purchasing, caching, and distributing PPE and accessing the Strategic National Stockpile. 7. Purchase required PPE (if available).	Ongoing
Identification of vulnerable populations 1. Implement mitigation strategies for populations at risk for morbidity, mortality, and other adverse outcomes. 2. Update response and recovery plans to include populations at risk. 3. Enlist other governmental and non-governmental programs that can be leveraged to provide social services and ensure that patients with COVID-19 virus (or at risk of exposure) receive proper information to connect them to available social services.	Ongoing

4. Leverage social services and behavioral health within the community, including the Administration for Children and Families (ACF) and Health Resources and Services Administration (HRSA). 5. Conduct rapid assessment (e.g., focus groups) of concerns and needs of the community related to the prevention of COVID-19. 6. Identify gaps and implement strategies that encourage risk-reduction behaviors.	
Jurisdictional Recovery 1. Implement recovery efforts to restore to pre-event functioning. 2. Conduct a Hotwash/After Action Review and develop an improvement plan.	Ongoing
Information Sharing 1. Ensure redundant platforms are in place for pushing out messages to the public and the healthcare sector regarding risks to the public, risk of transmission, and protective measures. 2. Develop, coordinate, and disseminate information, alerts, warnings, and notifications regarding risks and self-protective measures to the public, particularly with at-risk and vulnerable populations and incident management responders. 3. Develop new systems or utilize existing systems to rapidly report public health data. 4. Develop community messages that are accurate, timely, and reach at-risk populations.	Ongoing
Emergency Public Information and Warning and Risk Communication 1. Ensure redundant platforms are in place for pushing out messages to the public and the healthcare sector regarding risks to the public, risk of transmission, and protective measures. a. Work with health communicators and educators on risk communications efforts designed to prevent the spread of COVID-19 virus. 2. Update scripts for jurisdictional call centers with specific COVID-19 messaging (alerts, warnings, and notifications). 3. Evaluate COVID-19 messaging and other communication materials and, based on feedback from target audiences, revise messages and materials as needed. a. Conduct rapid assessment (e.g., focus groups) of existing messaging and communications activities (e.g., web-based, social media) related to the prevention of COVID-19. b. Monitor local news stories and social media postings to determine if the information is accurate, identify messaging gaps, and make adjustments to communications as needed. 4. Contract with local vendors for translation (as necessary), printing, signage, audiovisual/public service announcement development and dissemination. 5. Identify gaps and develop culturally appropriate risk messages for at-risk populations including messages that focus on risk-reduction behaviors.	Ongoing

6. Develop a COVID-19-specific media relations strategy, including identification of key spokespeople and an approach for regular media outreach. 7. Coordinate communication messages, products, and programs with key partners and stakeholders to harmonize response messaging. 8. Clearly communicate steps that health care providers should take if they suspect a patient has COVID-19 virus infection (e.g., diagnostic testing, clinical guidance).	
Nonpharmaceutical Interventions 1. Develop plans and triggers for the implementation of community interventions, including: a. Activating emergency operations plans for schools, higher education, and mass gatherings; b. Ensuring that community, faith-based, and business organizations are prepared to support interventions to prevent spread; c. Integrating interventions related to social services providers, criminal justice systems, homeless persons, and other vulnerable populations and at-risk populations. 2. Anticipate disruption caused by community spread and interventions to prevent further spread. a. Planning for school dismissal including continuity of education and other school-based services (e.g., meals); b. Ensuring systems are active to provide guidance on the closure of businesses, government, and social services; c. Ensuring systems are in place to monitor social disruption (e.g., school closures); d. Ensuring that services (e.g., housing, transportation, food) are in place for community members impacted by social distancing interventions.	Ongoing
Quarantine and Isolation Support 1. Provide lodging and wrap-around services, including food and beverage, cleaning, waste management, maintenance, repairs at quarantine/isolation sites, and clinical care costs for individuals while under state or federal quarantine and isolation orders that are not eligible to be paid for by another source. 2. Review and update state quarantine and isolation laws, regulations, and procedures. Funds may also be used to develop training and educational materials for local health departments and judicial officials. 3. Identify and secure safe housing for persons subject to restricted movement and other public health orders. 4. Develop and implement behavioral health strategies to support affected populations.	Ongoing
Distribution and Use of Medical Material 1. Ensure jurisdictional capacity for a mass vaccination campaign once vaccine becomes available, including: a. Enhancement of immunization information systems	Ongoing

b. Maintain ability for vaccine-specific cold chain management c. Mass vaccination clinics for emergency response d. Assess and track vaccination coverage e. Rapidly identify high-risk persons requiring the vaccine f. Plan to prioritize limited Medical Countermeasures (MCM) based on guidance from the CDC and the HHS 2. Ensure jurisdictional capacity for distribution of MCM and supplies.	
Surge Management 1. Activate mechanisms for surging public health responder staff. 2. Activate volunteer organizations.	Ongoing
Public Health Coordination with Healthcare Systems 1. In partnership with health care coalitions, develop triggers for enacting crisis/contingency standards of care. 2. Coordinate with Hospital Preparedness Program (HPP) entities, healthcare coalitions, health care organizations, emergency management, and other relevant partners and stakeholders to assess the public health and medical surge needs of the community. 3. Prepare for increased demands for services, expansions of public health functions, increases in administrative management requirements, and other emergency response surge needs. 4. Train hospitals, long-term care facilities and other high-risk facilities on infection prevention and control. 5. Actively monitor healthcare system capacity and develop mitigation strategies to preserve healthcare system resources. 6. Execute authorities for responding to healthcare system surge and implement activities to mitigate demands on the healthcare system. Plan to activate crisis/contingency standards of care.	Ongoing
Infection Control 1. Follow updated CDC guidance on infection control and prevention and PPE. 2. Engage with healthcare providers and healthcare coalitions to address issues related to infection prevention measures, such as: a. Changes in hospital/healthcare facility visitation policies b. Social distancing c. Infection control practices in hospitals and long-term care facilities, such as: i. PPE use ii. Hand hygiene iii. Source control iv. Isolation of patients.	

PROGRESS REPORTS

Progress reports shall be submitted at three (3) month intervals. PPHR will provide the progress report template. Progress reports are due on the last day of the month following the reporting period.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street 3rd Floor West, Cheyenne, Wyoming 82002 and Campbell County (Subrecipient), whose address is: 2301 South 4J Road, Gillette, Wyoming 82717. This Contract concerns the Public Health Preparedness and Response Unit.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall perform response activities through implementation of the Centers for Disease Control and Prevention (CDC) CDC-RFA-TP18-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response COVID-19 Crisis Response Cooperative Agreement – Components A and B Supplemental Funding Interim Guidance. The parties acknowledge that Agency has not yet received funding from the CDC for this Contract; services and payment are subject to Sections 5.B and 6.D. below.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2020 or Effective Date, whichever is later, through June 30, 2021. All services shall be completed during this term.

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

4. **Payment.**
 - A. Contingent on available funding, the Agency agrees to pay the Subrecipient for the services described in Attachment A, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed one-hundred thousand dollars (\$100,000.00). Payment under this Contract is contingent on crisis funding awarded by the CDC, through PHPR, which shall be made available through this Contract only when CDC has determined a public health emergency exists or is considered imminent. PHPR will distribute through a funding formula approved at the time of the response. Payment shall be made in accordance with Attachment A and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.

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

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

- A. Provide the services described in Attachment A.
- B. Refrain from performing under this Contract until it receives notice to proceed from the Agency under Section 6.D. The Subrecipient shall be solely responsible for any costs incurred prior to receipt of notice to proceed from the Agency under Section 6.D.

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

- A. Pay Subrecipient in accordance with Section 4 above.
- B. Provide support as described in Attachment A.
- C. Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.
- D. Upon receipt of funding for this Contract, issue notice to proceed to Subrecipient via email.

7. **Special Provisions.**

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

- (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. **Limitations on Lobbying Activities.** By signing this Contract, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.
- G. **Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- H. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

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

8. **General Provisions.**

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

- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Contract, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Contract.** This Contract, consisting of twelve (12) pages; and Attachment A, Public Health Preparedness and Response Crisis Funding Statement of Work, consisting of seven (7) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Contract.
- O. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- S. Insurance Requirements.**

- (i) During the term of this Contract, the Subrecipient shall obtain and maintain, and ensure that each sub-subrecipient obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Subrecipient or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Subrecipient shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency's option, obtain and maintain, at the expense of the Subrecipient, such insurance in the name of the Subrecipient or sub-subrecipient, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Subrecipient under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

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

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence;
 - (b) \$1,000,000.00 personal injury and advertising injury;
 - (c) \$2,000,000.00 general aggregate; and

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

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

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

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

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

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

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

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

- (a) \$1,000,000.00 each occurrence; and
- (b) \$1,000,000.00 general aggregate.

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

- T. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. **Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. **Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Contract. This Contract may be terminated immediately by Agency if Agency does not receive funding from the CDC for this Contract.
- X. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- Y. **Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- Z. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- AA. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

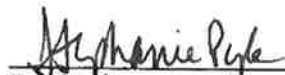
9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

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

AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION

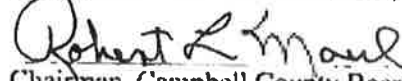

Michael A. Ceballos, Director

12/12/2020
Date


Stephanie Pyle, MBA
Senior Administrator, Public Health Division

12-7-2020
Date

SUBRECIPIENT: CAMPBELL COUNTY


Chairman, Campbell County Board of Commissioners

11/03/2020
Date

CAMPBELL COUNTY ATTORNEY: APPROVAL AS TO FORM

 For:
Campbell County Attorney

11/4/20
Date

COUNTY CLERK'S ATTESTATION:


Campbell County Clerk

11/3/2020
Date

CAMPBELL COUNTY HEALTH DEPARTMENT


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

12/1/2020
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Bobbi K. Owen, Assistant Attorney General

12-7-2020
Date

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

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

AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION

Michael A. Ceballos, Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

SUBRECIPIENT: CAMPBELL COUNTY

Chairman, Campbell County Board of Commissioners

Date

CAMPBELL COUNTY ATTORNEY: APPROVAL AS TO FORM

Campbell County Attorney

Date

COUNTY CLERK'S ATTESTATION:

Campbell County Clerk

Date

CAMPBELL COUNTY HEALTH DEPARTMENT

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

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Bobbi K. Owen, Assistant Attorney General

Date

**ATTACHMENT A:
PUBLIC HEALTH EMERGENCY PREPAREDNESS CRISIS RESPONSE FUNDING
STATEMENT OF WORK**

GENERAL DESCRIPTION

The parties to this Contract are the Wyoming Department of Health, Public Health Division (Agency) and Campbell County (Subrecipient). This Statement of Work pertains to and is managed by the Public Health Preparedness and Response Unit (PHPR). This document is a Statement of Work (SOW) to identify and describe deliverables and payment structure for the development and response of public health emergency response capability through the implementation of the Centers for Disease Control and Prevention (CDC), *CDC-RFA-TP18-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response COVID-19 Crisis Response Cooperative Agreement – Components A and B Supplemental Funding Interim Guidance*. Wyoming seeks to pre-approve local jurisdictions to receive funding for Health and Human Services (HHS) Secretarial declared and non-declared public health (PH) emergencies of such magnitude, complexity, or significance that it would have an overwhelming impact upon, and exceed resources available to Wyoming. No funding is available for the Contract until the CDC distributes response funding to Wyoming. Any funding tied to the Contract will only be made available once CDC has determined a public health emergency exists or is considered eminent. Jurisdictions will need to be capable of activating new or surging current emergency response activities within a two (2) day period. This program is authorized under section 311(c)(1) of the Public Health Service Act (42 USC § 243(c)(1)), subject to available funding and other requirements and limitations.

The requirements articulated in Attachment A, Public Health Emergency Preparedness Crisis Response Funding Statement of Work, represent known response requirements; the Agency retains the right to change the deliverables as outlined below upon execution of a Contract amendment under Section 8.A. based on any additional requirements or information that may come from CDC. CDC may establish ad hoc due dates based on the needs of the crisis. Additional requirements or changes will be articulated to the Subrecipient as soon as possible, once the Agency receives this information. Failure to meet these requirements may affect future funding for the Agency and in turn emergency response funding for the Subrecipient. Deliverables must be kept up to date; quarterly payments will only be made once all deliverables are met for the prior quarter. PHPR staff is available to facilitate planning activities and provide technical assistance. It is understood that Public Health Response Coordinators (PHRCs) are typically assigned the responsibility of addressing the deliverables listed below and support the Emergency Support Function (ESF) #8 Public Health and Medical during a response.

PAYMENT

The source of funds for the Contract is via a Cooperative Agreement from the Centers for Disease Control Catalog of Federal Domestic Assistance (CFDA) No. 93.354.

TIMELINE AND DELIVERABLES

All deliverable documentation must be submitted to the Contract Reporting Tool (CRT).

Timetable and Deliverables for Subrecipient

Outcomes: Program activities are designed to prevent or reduce morbidity and mortality from public health incidents whose scale, rapid onset, or unpredictability stresses the public health system and ensure the earliest possible recovery and return of the public health system to pre-incident levels or improved functioning. Short term outcomes include:

1. Earliest possible activation and management of emergency operations
2. Earliest possible identification and investigation of an incident/index case (if applicable)
3. Timely implementation of intervention and control measures (as applicable to crisis)
4. Timely communication of risk and essential elements of information by partners
5. Timely coordination and support of response activities with healthcare and other partners

Strategies and Activities: Subrecipient will use capabilities to focus on the following strategies and conduct these activities for the public health system:

1. Strengthen Public Health Incident Management for Early Crisis Response
2. Strengthen Jurisdictional Recovery
3. Strengthen Information Management
4. Strengthen Countermeasures and Mitigation
5. Strengthen Surge Management
6. Strengthen Biosurveillance

Task

Emergency Operations and Coordination

1. Conduct jurisdictional COVID-19 risk assessments.
 - a. Identify and prioritize risk-reduction strategies and risk-mitigation efforts in coordination with community partners and stakeholders.
 - b. Implement public health actions designed to mitigate risks in accordance with CDC guidance.
2. Implement public health response plans based on CDC COVID-19 Preparedness and Response Planning Guidance for State, Local, Territorial, and Tribal Public Health Agencies.
3. Provide technical assistance to local and tribal health departments on development of COVID-19 response plans and respond to requests for public health assistance.
4. Activate the jurisdiction's emergency operations (EOC) at a level appropriate to meet the needs of the response.
 - a. Staff with numbers and skills necessary to support the response, assure worker safety, and monitor absenteeism.
 - b. Use established systems to ensure continuity of operations (COOP) and implement COOP plans as needed.

In place within

Ongoing

5. Establish systems to ensure continuity of operations (COOP) and implement COOP plans as needed. 6. Establish call center or other communication capacity for information sharing, public information, and directing residents to available resources. 7. Activate emergency hiring authorities and expedited contracting processes. 8. Assess the jurisdiction's public health and healthcare system training needs. a. Provide materials and facilitate training designed to improve the jurisdiction's public health and healthcare system response. Focus on infection prevention and control strategies implementation / triggers for crisis/contingency standards of care. b. Implement procedures to notify relevant personnel and participate in CDC national calls and Clinician Outreach and Communication Activity (COCA) calls. c. Ensure plans and jurisdictional response actions incorporate the latest CDC guidance and direction.	
Responder Safety and Health 1. Assure the health and safety of the jurisdiction's workforce, including but not limited to implementation of staff resiliency programs, occupational health/safety programs, responder mental health support. Determine gaps and implement corrective actions. 2. Implement personal protective equipment (PPE) sparing strategies for public health/healthcare system workforce in accordance with federal guidelines. 3. Develop an occupational safety and health strike team to ensure workers are protected, implement corrective actions, and gather lessons learned. 4. Establish a team of communicators that can interpret CDC guidance and assist with the implementation of worker safety and health strategies. 5. Create tools to assist and anticipate supply chain shortages, track PPE inventory. 6. Develop PPE strategies consistent with CDC guidance for hospitals, outpatient clinics, long term care facilities, and other facilities; work with suppliers and coalitions to develop statewide plans for caching or redistribution/sharing. This strategy should be integrated with healthcare coalitions' system plans for purchasing, caching, and distributing PPE and accessing the Strategic National Stockpile. 7. Purchase required PPE (if available).	Ongoing
Identification of vulnerable populations 1. Implement mitigation strategies for populations at risk for morbidity, mortality, and other adverse outcomes. 2. Update response and recovery plans to include populations at risk. 3. Enlist other governmental and non-governmental programs that can be leveraged to provide social services and ensure that patients with COVID-19 virus (or at risk of exposure) receive proper information to connect them to available social services.	Ongoing

4. Leverage social services and behavioral health within the community, including the Administration for Children and Families (ACF) and Health Resources and Services Administration (HRSA). 5. Conduct rapid assessment (e.g., focus groups) of concerns and needs of the community related to the prevention of COVID-19. 6. Identify gaps and implement strategies that encourage risk-reduction behaviors.	
Jurisdictional Recovery 1. Implement recovery efforts to restore to pre-event functioning. 2. Conduct a Hotwash/After Action Review and develop an improvement plan.	Ongoing
Information Sharing 1. Ensure redundant platforms are in place for pushing out messages to the public and the healthcare sector regarding risks to the public, risk of transmission, and protective measures. 2. Develop, coordinate, and disseminate information, alerts, warnings, and notifications regarding risks and self-protective measures to the public, particularly with at-risk and vulnerable populations and incident management responders. 3. Develop new systems or utilize existing systems to rapidly report public health data. 4. Develop community messages that are accurate, timely, and reach at-risk populations.	Ongoing
Emergency Public Information and Warning and Risk Communication 1. Ensure redundant platforms are in place for pushing out messages to the public and the healthcare sector regarding risks to the public, risk of transmission, and protective measures. a. Work with health communicators and educators on risk communications efforts designed to prevent the spread of COVID-19 virus. 2. Update scripts for jurisdictional call centers with specific COVID-19 messaging (alerts, warnings, and notifications). 3. Evaluate COVID-19 messaging and other communication materials and, based on feedback from target audiences, revise messages and materials as needed. a. Conduct rapid assessment (e.g., focus groups) of existing messaging and communications activities (e.g., web-based, social media) related to the prevention of COVID-19. b. Monitor local news stories and social media postings to determine if the information is accurate, identify messaging gaps, and make adjustments to communications as needed. 4. Contract with local vendors for translation (as necessary), printing, signage, audiovisual/public service announcement development and dissemination. 5. Identify gaps and develop culturally appropriate risk messages for at-risk populations including messages that focus on risk-reduction behaviors.	Ongoing

6. Develop a COVID-19-specific media relations strategy, including identification of key spokespeople and an approach for regular media outreach. 7. Coordinate communication messages, products, and programs with key partners and stakeholders to harmonize response messaging. 8. Clearly communicate steps that health care providers should take if they suspect a patient has COVID-19 virus infection (e.g., diagnostic testing, clinical guidance).	
Nonpharmaceutical Interventions 1. Develop plans and triggers for the implementation of community interventions, including: a. Activating emergency operations plans for schools, higher education, and mass gatherings; b. Ensuring that community, faith-based, and business organizations are prepared to support interventions to prevent spread; c. Integrating interventions related to social services providers, criminal justice systems, homeless persons, and other vulnerable populations and at-risk populations. 2. Anticipate disruption caused by community spread and interventions to prevent further spread. a. Planning for school dismissal including continuity of education and other school-based services (e.g., meals); b. Ensuring systems are active to provide guidance on the closure of businesses, government, and social services; c. Ensuring systems are in place to monitor social disruption (e.g., school closures); d. Ensuring that services (e.g., housing, transportation, food) are in place for community members impacted by social distancing interventions.	Ongoing
Quarantine and Isolation Support 1. Provide lodging and wrap-around services, including food and beverage, cleaning, waste management, maintenance, repairs at quarantine/isolation sites, and clinical care costs for individuals while under state or federal quarantine and isolation orders that are not eligible to be paid for by another source. 2. Review and update state quarantine and isolation laws, regulations, and procedures. Funds may also be used to develop training and educational materials for local health departments and judicial officials. 3. Identify and secure safe housing for persons subject to restricted movement and other public health orders. 4. Develop and implement behavioral health strategies to support affected populations.	Ongoing
Distribution and Use of Medical Material 1. Ensure jurisdictional capacity for a mass vaccination campaign once vaccine becomes available, including: a. Enhancement of immunization information systems	Ongoing

b. Maintain ability for vaccine-specific cold chain management c. Mass vaccination clinics for emergency response d. Assess and track vaccination coverage e. Rapidly identify high-risk persons requiring the vaccine f. Plan to prioritize limited Medical Countermeasures (MCM) based on guidance from the CDC and the HHS 2. Ensure jurisdictional capacity for distribution of MCM and supplies.	
Surge Management 1. Activate mechanisms for surging public health responder staff. 2. Activate volunteer organizations.	Ongoing
Public Health Coordination with Healthcare Systems 1. In partnership with health care coalitions, develop triggers for enacting crisis/contingency standards of care. 2. Coordinate with Hospital Preparedness Program (HPP) entities, healthcare coalitions, health care organizations, emergency management, and other relevant partners and stakeholders to assess the public health and medical surge needs of the community. 3. Prepare for increased demands for services, expansions of public health functions, increases in administrative management requirements, and other emergency response surge needs. 4. Train hospitals, long-term care facilities and other high-risk facilities on infection prevention and control. 5. Actively monitor healthcare system capacity and develop mitigation strategies to preserve healthcare system resources. 6. Execute authorities for responding to healthcare system surge and implement activities to mitigate demands on the healthcare system. Plan to activate crisis/contingency standards of care.	Ongoing
Infection Control 1. Follow updated CDC guidance on infection control and prevention and PPE. 2. Engage with healthcare providers and healthcare coalitions to address issues related to infection prevention measures, such as: a. Changes in hospital/healthcare facility visitation policies b. Social distancing c. Infection control practices in hospitals and long-term care facilities, such as: i. PPE use ii. Hand hygiene iii. Source control iv. Isolation of patients.	

PROGRESS REPORTS

Progress reports shall be submitted at three (3) month intervals. PPHR will provide the progress report template. Progress reports are due on the last day of the month following the reporting period.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

The following page(s) contain the backup material for Agenda Item: [10:05 Certificate of State Grant Aid, ILS Replacement](#)

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

**OFFICE**

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

Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

Robert Maul, Chairman
Rusty Bell
Colleen Faber
D.G. Reardon
Del Shelstad

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: Certificate of State Grant-in-Aid

DATE: 07/08/2021

Attached you will find a Certificate of State Grant-in-Aid between Wyoming Department of Transportation-Aeronautics Division and Campbell County. This agreement is to replace the ILS (Instrument Landing System) and associated work. The award amount is for \$244,984.00, which is State funds. There is a match required of 20% which is \$61,246.00. The Airport has this match budgeted in their CARES Act funding they received. HR/RISK, County Attorney and Grants have reviewed this document and have requested no revisions.

A representative from the Airport will present this Agreement.

Thank you!



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. AGC026X 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 \$244,984.00, or at a rate of Eighty percent (80.00%) of eligible costs, whichever is the lesser.

The Sponsor's minimum share of this project is \$61,246.00, or at a rate of Twenty percent (20.00%) of eligible costs.

The description of work to be accomplished is as follows:

Replace ILS and associated work

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

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

Title

Date

Aeronautics Administrator

Date

The following page(s) contain the backup material for Agenda Item: [10:10 VOA Northern Rockies Subaward Agreement](#)

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

**OFFICE**

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

Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

Robert Maul, Chairman
Rusty Bell
Colleen Faber
D.G. Reardon
Del Shelstad

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: VOA-OJJDP Subaward Agreement

DATE: 07/08/2021

Attached you will find a subaward agreement between Volunteers of America Northern Rockies and Campbell County. This funding is to attain and maintain compliance with the Core Protections of the Federal Juvenile Justice and Delinquency Prevention Act. The award amount is \$36,491.00 and these are federal funds (CFDA# 16.540). There are no matching funds required. HR/RISK, County Attorney and Grants have all reviewed the document and requested no revisions.

A representative from the Commissioner's Office will present this Agreement.

Thank you!

2021-2022 SUBAWARD AGREEMENT

BETWEEN VOLUNTEERS OF AMERICA NORTHERN ROCKIES AND CAMPBELL COUNTY

This agreement made and entered into this _____ day of _____, 2021, by and between Volunteers of America Northern Rockies, a non-profit organization, hereinafter referred to as Subgrantor, and Campbell County, hereinafter referred to as Recipient;

Whereas, Volunteers of America Northern Rockies has entered into a Cooperative Agreement with the Office of Juvenile Justice and Delinquency Prevention, Award Number: 2020-JX-FX-K001; and

Whereas, the primary objective is to Attain and Maintain Compliance with the Core Protections of the Federal Juvenile Justice and Delinquency Prevention Act (JJDPA).

Now, therefore, in consideration of the mutual benefits contained herein the Subgrantor and the Recipient do agree as follows:

1. **Contract Documents:** Contract documents shall consist of this agreement and three (3) attachments, which are incorporated by reference into this agreement. Attachment I is the "Quarterly Report." Attachment II is the "Reimbursement Request," and Attachment III is the "Guidelines for Financial Management of JJDP Funded Activities."
2. **Services:** The Recipient agrees to perform those services as outlined in its application for funding.
3. **Agreement Period:** The agreement period shall be July 1, 2021, to June 30, 2022 (hereinafter the "agreement period").
4. **Contract Amount:** The Subgrantor agrees to make available \$36,491 for use by the Recipient for the agreement period.
5. **Financial Responsibility:** The Recipient is responsible for the receipt and disbursement of these federal funds, and for their identification as pass-through funds from the Subgrantor, under Catalog of Federal Domestic Assistance (CFDA) #16.540.
6. **Alterations:** Any alterations in the work program or the budget shall be submitted to and approved in writing by the Subgrantor.
7. **Quarterly Reports:** The Recipient agrees to submit quarterly progress and financial reports/reimbursement requests for each of the Phases (with accompanying deadlines) noted below:

Phase 1: July 1, 2021 – September 30, 2021 (Report due by October 15, 2021)

Phase 2: October 1, 2021 – December 31, 2021 (Report due by January 15, 2022)

Phase 3: January 1, 2022 – March 31, 2022 (Report due by April 15, 2022)

Phase 4: April 1, 2022 – June 30, 2022 (Report due by July 15, 2022)

The Recipient will submit the reports to the Subgrantor. All reimbursement requests should also include copies of the receipts/invoices/paystubs for each expense and the amount requested should be clearly identified in the documents.

8. **Payments:** Payments under this agreement will be made quarterly, upon receipt and approval of the quarterly reports.
9. **Monitoring:** The Subgrantor will schedule monitoring visits with the Recipient to evaluate the progress and performance of the program and to provide technical assistance.
10. **Subcontract:** No part of this agreement may be assigned or subcontracted.
11. **Termination of Agreement for Cause:** If the Recipient shall fail to fulfill its obligations under the contract, or if the Recipient shall violate any of the stipulations of this agreement, the Subgrantor shall have the right to terminate this agreement by giving written notice to the Recipient of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of termination. The Recipient will be paid an amount representative of the allowable costs the Recipient has actually performed under this agreement.
12. **Equal Employment Opportunities:** The Recipient shall comply with equal employment opportunities as stated in Executive Order 11246, entitled "Equal Employment Opportunity," as amended most recently by Executive Order 13672, and as supplemented in Department of Labor regulations.
13. **Federal Audit Requirements:** The Recipient agrees that if it expends an aggregate amount of \$750,000.00 or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Recipient agrees to comply with the audit requirements detailed in the U.S. Government Accountability Office's Generally Accepted Government Auditing Standards and in Subpart F of 2 Code of Federal Regulations (CFR) Part 200. A copy of this audit report should be submitted to the Subgrantor within nine (9) months of the end of the Fiscal Year.
14. **Examination of Records:**
 - a. The Recipient agrees to make available original records, documents, and other evidence pertaining to expenses and performance of this agreement, as requested by Subgrantor. The Recipient shall preserve its records until expiration of three (3) years after final payment under this agreement.
 - b. The Recipient further agrees to make same records available to Office of Justice Programs (OJP) for a period of three (3) years beyond the final payment under this agreement.
15. **Applicability of Part 200 Uniform Requirements:** The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.
16. **Employment Eligibility Verification for Hiring Under the Award:** The Recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, it will properly verify the employment eligibility for the individual who is being hired, consistent with the provisions of 8 United

States Code (USC) 1324a(a)(1) and (2). The Recipient must notify all persons who are or will be involved in activities under this award of both this award requirement for verification of employment eligibility, and the associated provisions in 8 USC 1324(a)(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens. The Recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 USC 1324a(a)(1) and (2). The Recipient must, as part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition. For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all Recipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds. “United States” specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands. For purposes of satisfying the requirements of this condition regarding verification of employment eligibility, the Recipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Recipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds. Nothing in this condition shall be understood to authorize or require the Recipient, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law. Nothing in this condition shall be understood to relieve the Recipient or any person or other entity of any obligation otherwise imposed by law, including 8 USC 1324a(a)(1) and (2). Questions about E-Verify should be directed to the Department of Homeland Security (DHS). For more information about E-Verify, visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov. Questions about the meaning or scope of this condition should be directed to the Subgrantor before award acceptance.

17. **Requirement to Report Actual or Imminent Breach of Personally Identifiable Information (PII):** The Recipient must have written procedures in place to respond in the event of an actual or imminent “breach” (Office of Management and Budget (OMB) M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a “Federal information system” (OMB Circular A-130). The Recipient’s breach procedures must include a requirement to

report actual or imminent breach of PII to the Subgrantor no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

18. **Specific Post-Award Approval Required to Use a Noncompetitive Approach in Any Procurement Contract That Would Exceed \$250,000:** The Recipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement “contract” (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.
19. **Unreasonable Restrictions on Competition Under the Award; Association with Federal Government:** This condition applies with respect to any procurement of property or services by the Recipient that is funded (in whole or in part) by this award and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. Consistent with the DOJ Part 200 Uniform Requirements – including as set out at 2 CFR 200.300 (requiring awards to be “manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with US statutory and public policy requirements”) and 200.319(a) (generally requiring “[a]ll procurement transactions [t]o be conducted in a manner providing full and open competition” and forbidding practices “restrictive of competition,” such as “[p]lacing unreasonable requirements on firms in order for them to qualify to do business” and taking “[a]ny arbitrary action in the procurement process”) – the Recipient may not (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity’s status as an “associate of the federal government” (or on the basis of such person or entity’s status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out 2 CFR 200.319(a) or as specifically authorized by DOJ. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition. The term “associate of the federal government” means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future. Nothing in this condition shall be understood to authorize or require the

Recipient to violate any federal law, including any applicable civil rights or nondiscrimination law.

20. **Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (Including Reporting Requirements and OJP Authority to Terminate Award):** The Recipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Recipient or individuals defined as “employees” of the Recipient. The details of the Recipient’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
21. **Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events:** The Recipient must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval, and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of “Postaward Requirements” in the “DOJ Grants Financial Guide”).
22. **OJP Training Guiding Principles:** Any training or training materials that the Recipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.
23. **Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination – 28 CFR Part 42:** The Recipient must comply with all applicable requirements of 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relate to an equal employment opportunity program.
24. **Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination – 28 CFR Part 54:** The Recipient must comply with all applicable requirements of 28 CFR Part 54, which relates to nondiscrimination on the basis of sex in certain “education programs.”
25. **Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination – 28 CFR Part 38:** The Recipient must comply with all applicable requirements of 28 CFR Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Among other things, 28 CFR Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of the regulation, now entitled

“Partnerships with Faith-Based and Other Neighborhood Organizations,” is available via the Electronic CFR (e-CFR, currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR “current” data.

26. **Restrictions on “Lobbying”:** In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Recipient, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 USC 1913. There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law. Another federal law generally prohibits federal funds awarded by OJP from being used by the Recipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 USC 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by the Recipient would or might fall within the scope of these prohibitions, the Recipient is to contact the Subgrantor for guidance, and may not proceed without the express prior written approval of the Subgrantor.
27. **Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds (FY 2019):** The Recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various “general provisions” in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by the Recipient would or might fall within the scope of an appropriations-law restriction, the Recipient is to contact the Subgrantor for guidance, and may not proceed without the express prior written approval of the Subgrantor.
28. **Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct:** The Recipient must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by – (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select “Submit Report Online”); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29. Restrictions and Certifications Regarding Nondisclosure Agreements and Related Matters:

The Recipient agrees that it will not require and has not required any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. If the Recipient is requiring or has required its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Subgrantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Subgrantor. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

30. Compliance with 41 USC 4712 (Including Prohibitions on Reprisal; Notice to Employees): The Recipient must comply with, and is subject to, all applicable provisions of 41 USC 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The Recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 USC 4712. Should a question arise as to the applicability of the provisions of 41 USC 4712 to this award, the Recipient is to contact the Subgrantor for guidance.**31. Encouragement of Policies to Ban Text Messaging While Driving:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages the Recipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes by distracted drivers.

Volunteers of America Northern Rockies

Campbell County

Jeffrey M. Holsinger, Chief Executive Officer

Robert Maul, Chair, Board of County Commissioners

Date

Date

Attachment I

**Volunteers of America Northern Rockies (VOA)/
Office of Juvenile Justice and Delinquency Prevention (OJJDP)
2021-2022 Nonparticipating State Award Subgrant
Quarterly Report
Catalog of Federal Domestic Assistance (CFDA) # 16.540**

The information provided will be used by the grantor agency to monitor grantee cash flow to ensure proper use of federal funds. No further monies or other benefits may be paid out under this program unless this report is completed and filed with VOA.

1. Report Date: _____
2. County: _____
3. Project Phase: _____ Dates: _____
4. Project Coordinator: _____
5. Project Coordinator's Phone #: _____
Cell #: _____
Email: _____
Fax #: _____
6. Grant Fund Number: _____
7. Grant Amount: _____
8. Amount Expended Since Last Report: _____

Brief Project Description:**What's working well in your project?:****Where are the gaps in your project?:****What help do you need to accomplish your goals?:**

Attachment II

Volunteers of America Northern Rockies (VOA)/
Office of Juvenile Justice and Delinquency Prevention (OJJDP)
2021-2022 Nonparticipating State Award Subgrant
Reimbursement Request
Catalog of Federal Domestic Assistance (CFDA) # 16.540

County: _____

Authorized Person Making Request: _____

Dates of Reimbursement Request Expenditure: From: _____
To: _____

Amount Requested: _____

Date: _____

Authorized Signature (County Commissioner)

Must provide a detailed list of these expenditures and provide invoices:

VOA/OJJDP 2021-2022 Nonparticipating State Award Subgrant				
EXPENSE	BUDGET	QUARTER EXPENSE	PERIOD TO DATE EXPENSE	BUDGET REMAINING
Personnel				
Supplies & Operating				
Travel				
Equipment				
Contracted, Consultant, & Professional Services				
TOTALS:				

OFFICE USE ONLY:

Date Request received: _____ Date of Approval: _____
 Approved: _____, Craig Fiskus, Project Director
 Payment issued on: _____ Check # _____

Mail To: VOA/OJJDP Project Director
1876 S. Sheridan Ave.; Sheridan, WY 82801

Attachment III

Guidelines for Financial Management of OJJDP Funded Activities

To comply with federal regulations, Recipients must have a financial management system that provides accurate, current and complete disclosure of the financial status of the activity. This means that the financial system must be capable of generating regular financial status reports which indicate the dollar amount allocated for each activity (including any revisions), amount obligated and amounts expended. The system must permit the comparison of actual expenditures and revenues against budgeted amounts. In review of the quarterly fiscal reporting information provided by the Recipient, the Subgrantor must be able to isolate all Office of Juvenile Justice and Delinquency Prevention (OJJDP) funds received.

The Recipient must support accounting records with source documentation. The Recipient must also secure and retain invoices, purchase vouchers, payrolls and the like for three years beyond the final payment under this agreement.

All employees paid in whole or in part from OJJDP funds should prepare a time sheet indicating the hours worked on OJJDP projects for each pay period. Based on these time sheets and hourly payroll costs for each employee, the Recipient must maintain appropriate documentation in the files.

Payment to Recipients will be on a reimbursement basis and will be presented on the quarterly fiscal reports. Special advances may be available upon special request. Such requests should be in writing and submitted to:

Volunteers of America Northern Rockies
Attn: OJJDP Project Director
1876 S. Sheridan Ave.
Sheridan, WY 82801

REVISED BUDGET FORM

County: _____
 Name of Grant: 2021-2022 OJJDP/VOA Subgrants (2020-JX-FX-K001)
 Funding Period: 7/1/21 – 6/30/22
 Date of Request: _____

Provide, by Budget Category, the costs to be charged to this grant. **ROUND ALL AMOUNTS TO THE NEAREST WHOLE DOLLAR.**

A. PERSONNEL	(1) Annual Full-time Salary	(2) Annual Fringe Benefit Cost	(3) Sub-Total	(4) % to be paid by grant funds	TOTAL
_____	\$ _____ +	\$ _____	= \$ _____	x _____ %	\$ _____
_____	\$ _____ +	\$ _____	= \$ _____	x _____ %	\$ _____
_____	\$ _____ +	\$ _____	= \$ _____	x _____ %	\$ _____
A. Total PERSONNEL cost to be charged to this grant:					\$ _____
B. SUPPLIES & OPERATING	Fixed Cost/Units	x	Variable in Units	TOTAL	
_____	\$ _____ / _____	x	_____	\$ _____	
_____	\$ _____ / _____	x	_____	\$ _____	
_____	\$ _____ / _____	x	_____	\$ _____	
B. Total SUPPLIES & OPERATING cost to be charged to this grant:					\$ _____
C. TRAVEL (Designate specifically in-state and out-of-state travel)	Fixed Cost/Units	x	Variable in Units	TOTAL	
_____	\$ _____ / _____	x	_____	\$ _____	
_____	\$ _____ / _____	x	_____	\$ _____	
_____	\$ _____ / _____	x	_____	\$ _____	
C. Total TRAVEL cost to be charged to this grant:					\$ _____
D. EQUIPMENT (Items costing \$5,000 or more – contact VOA)	Fixed Cost/Units	x	Variable in Units	TOTAL	
_____	\$ _____ / _____	x	_____	\$ _____	
_____	\$ _____ / _____	x	_____	\$ _____	
D. Total EQUIPMENT cost to be charged to this grant:					\$ _____
E. CONTRACTED, CONSULTANT, AND PROFESSIONAL SERVICES	Fixed Cost/Units	x	Variable in Units	TOTAL	
_____	\$ _____ / _____	x	_____	\$ _____	
_____	\$ _____ / _____	x	_____	\$ _____	
_____	\$ _____ / _____	x	_____	\$ _____	
E. Total CONTRACTED, CONSULTANT, AND PROFESSIONAL SERVICES cost:					\$ _____
F. Total of all PROJECT costs (A through E):					\$ _____

The following page(s) contain the backup material for Agenda Item: [10:15 Campbell County Hospital District and UC Health Resolution](#)

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

RESOLUTION NO. _____
**CONSENT TO CONTRACT BETWEEN THE CAMPBELL COUNTY HOSPITAL DISTRICT AND
THE UNIVERSITY OF COLORADO HEALTH**

WHEREAS, W.S. §18-8-108 provides that a board of trustees of a special hospital district may enter into a contract for the operation of the hospital with a person, group, association or corporation with the approval and consent of the board of county commissioners; and

WHEREAS, the Campbell County Hospital District is a special district hospital with its boundaries being Campbell County doing business as Campbell County Health and is governed by a duly elected board of trustees; and

WHEREAS, the Board of Trustees for the Campbell County Hospital District has advised the Board of Campbell County Commissioners that it believes it is in the best interests of the district hospital and the citizens of Campbell County to enter into a written agreement with the University of Colorado Health (UC Health) which terms provide for the assistance of UC Health in the operation of Campbell County Health;

NOW THEREFORE, IT IS HEREBY RESOLVED, that pursuant to W.S. §18-8-108, the Board of Campbell County Commissioners hereby gives its consent to the Board of Trustees of the Campbell County Hospital District to enter into a contract with UC Health under the terms of the agreement provided to the Board of County Commissioners, a copy of which is attached hereto.

RESOLVED AND DETERMINED this 20th day of July, 2021.

**BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING**

ROBERT MAUL, Chairman

RUSTY BELL

DEL SHELSTAD

COLLEEN FABER

D. G. REARDON

ATTEST:

Susan Saunders, County Clerk

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement is entered into with an effective date of _____ by and between University of Colorado Health, a Colorado non-profit corporation ("UCHealth"), and Campbell County Hospital District d/b/a Campbell County Health, a Wyoming hospital district (the "Hospital"), individually referred to as a "Party" and collectively as "Parties."

RECITALS

- A. Hospital is engaged in the business of operating a Wyoming hospital district known as Campbell County Hospital District, doing business as Campbell County Health with its principal place of business at 501 S. South Burma Avenue, Gillette, Wyoming 82716.
- B. Hospital desires UCHealth to provide certain management services which UCHealth is capable of providing, and the Board of Trustees of Campbell County Hospital District (the "Board") has determined that it would be beneficial for CCH and its community if Hospital could obtain certain management services through UCHealth. The Parties acknowledge and agree that, while the Board is the governing board of CCH, neither the Board nor the governing board of UCHealth have rights or obligations under this Agreement independent from CCH and UCHealth
- C. UCHealth is a healthcare system that operates hospitals and related facilities providing services in Colorado, Nebraska and Wyoming. UCHealth has the resources available to provide CCH with management services and wishes to support the goal of maintaining CCH as a quality community health facility.
- D. The Board has authorized Hospital to engage UCHealth to provide certain management services as set forth in this Agreement.

OPERATIVE PROVISIONS

The parties hereby agree as follows:

1. SERVICES TO BE PROVIDED BY UCHEALTH

1.1 Purposes. The purpose of this Agreement is to provide the terms upon which UCHealth will have the authority and responsibility to provide certain management services to CCH. The Board shall continue to hold and exercise the ultimate authority and responsibility for CCH, including the exercise of all powers, rights and responsibilities required: (a) by applicable statute or regulation to be exercised by the governing board of CCH as a licensed entity in the State of Wyoming; (b) to be exercised by the governing board of a hospital participating under the terms and conditions of CCH's Medicare Participation Agreement, and; (c) for accreditation of CCH by CMS as an acute care hospital and for other service lines. In particular, the Board shall establish the charges to be made for CCH's services and facilities. UCHealth, in performing its services

hereunder, at all times shall be subject to the direction of the Board and shall carry out the policies and protocols adopted by the Board, including any quality initiatives or planning. Neither UCHealth nor the CEO (as hereinafter defined) shall have the responsibility to supervise any physician-provided or directed medical care provided in CCH facilities. In addition, neither UCHealth nor the CEO shall infringe on any physician's independent medical judgment in his/her rendering of patient care.

1.2 Appointment of UCHealth. The Board, on behalf of CCH, hereby appoints UCHealth to provide certain management services to CCH, and UCHealth accepts such appointment. UCHealth agrees to provide management services in accordance with accepted management standards for hospitals and health care facilities of the size and type of facility as CCH. These management services shall be provided as follows and as set forth more fully in this Agreement:

(a) Through UCHealth's employment of the chief executive officer of CCH (the "CEO"), who shall be a full-time employee of University of Colorado Hospital Authority, a body corporate and political subdivision of the State of Colorado ("UCHA," references to UCHealth herein shall include UCHA as applicable);

(b) Through recommendations of efficiencies and improvements, including recommendations related to service line enhancements and process improvement;

(c) Through recommendations of strategic growth opportunities that could be pursued by CCH;

(d) Through other goals and actions mutually agreed upon by CCH and UCHealth.

1.3 Appointment of CEO. Hospital's incumbent CEO shall become a full-time employee of UCHA upon the Effective Date of this Agreement, pursuant to an employment agreement agreed to by the incumbent CEO and UCHA, as approved by the Board. The Board, in consultation with UCHealth will establish the compensation of the CEO commensurate with similar positions in Wyoming and other acute care Hospitals in the region. The CEO will comply with an annual evaluation conducted by UCHealth and the Board and may be eligible to participate in bonus plans as established by the Board. The Board shall have the right at any time and from time to time, without cause, to require UCHealth to replace the person then serving as the CEO, provided the Board shall not have the right to require UCHealth to replace the CEO in violation of any federal, state or local laws, rules and regulations including, without limitation, the Older Workers Benefit Protection Act, the Family and Medical Leave Act of 1993, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 and the Rehabilitation Act of 1973, as currently in effect or subsequently modified. UCHealth may not replace the CEO or install an interim CEO without the prior written consent of the Board. The Board agrees to reimburse UCHealth for all reasonable expenses in the recruiting process for a CEO for CCH. UCHealth shall propose to the Board for its approval, persons UCHealth deems to be appropriate to serve as the CEO. The persons proposed by UCHealth to fill the position shall have the skills and qualifications as established by the Board and will meet the qualifications of the UCHealth job description for a chief executive officer of a

hospital. At any time during which a CEO appointment is required, UCHealth shall present a minimum of two and a maximum of six bona fide candidates for the Board's consideration. UCHealth will not place a new CEO at CCH until it receives approval of that candidate by the Board. Should the Board reject all six bona fide candidates presented, UCHealth may terminate this Agreement.

1.4 Time Commitment of CEO. CCH will require the full-time services of the CEO. The CEO shall accumulate paid time off according to the employment agreement between UCHA and the CEO. Use of such paid time off shall be subject to the employment agreement between UCHA and the CEO and used in coordination with the Board as to timing of use.

1.5 Staffing and Employees. The CEO shall be responsible to the Board for recruiting, selecting, supervising and, as necessary, terminating Hospital employees under the direction of the Board and in accordance with the personnel policies and procedures of CCH. However, the CEO shall not have the authority to hire or terminate any CCH Executive or Vice President level employee without prior authorization of the Board. UCHealth shall not be responsible for any hiring or employment of any staff for Hospital other than the CEO.

1.6 Financial and Planning Services.

(a) The CEO, in conjunction with CCH executive staff, shall prepare a proposed budget for CCH each fiscal year setting forth operating objectives and anticipated revenues and expenses. Proposed budgets shall be provided to the Board for its approval.

(b) The CEO, in conjunction with CCH executive staff, shall develop a multi-year strategic plan and an annual operating plan with the objective of maintaining CCH as a viable community health facility for consideration and approval by the Board.

(c) The CEO, in conjunction with CCH executive staff, shall establish goals and objectives in connection with the continued operation of the facility, including, without limitation, ensuring continuing access to the facility, physicians and other health care services for local residents in or near the communities where they live for consideration and approval by the Board.

1.7 General Operations. The CEO shall be responsible for operations of CCH. The CEO shall be responsible to the Board for supervising CCH clinical, financial, regulatory, quality and administrative functions, as more fully set out in the CEO's job description and employment agreement. All costs of operation of CCH and other related costs shall be borne by CCH.

1.8 Limitation of Liability. It is understood and agreed to by CCH and UCHealth that, except as expressly provided in Section 6.2 hereof, UCHealth shall not be liable for any of the obligations or liabilities of the Board or CCH, of any kind or nature whatsoever, whether existing now or hereafter, except as are incurred by any willful act or omission on the part of UCHealth in connection with the services provided under this Agreement.

1.9 Restrictive Covenants. During the Term of this Agreement and for one (1) year immediately following the termination of this Agreement for any reason, UCHealth agrees that it will not, without the prior written consent of CCH, purchase, operate or construct a hospital or

other inpatient medical facility located in Campbell County, Wyoming. In addition, during the Term of this Agreement and for one (1) year immediately following the termination of this Agreement for any reason, UCHealth agrees that it will not, without the prior written consent of CCH, own, operate or manage any outpatient medical facility providing the same or substantially similar services to those provided by CCH at the time this Agreement terminates. These restrictions in Section 1.9 shall not apply to any open market purchase of publicly traded companies or passive ownership interests that represent less than five percent of the outstanding equity interests of a third-party.

2. SUPPORT SERVICES TO BE PROVIDED BY CCH. CCH agrees to make all reasonable efforts to provide, at its sole expense, all facilities, supplies, CCH staff, employees and support services required to enable UCHealth and the CEO to carry out their duties under this Agreement. CCH shall be the employer of all employees selected by CEO to staff CCH and shall be responsible for payment of all compensation and benefits to such employees, subject to CCH policies and approval by the Board in the Board's discretion.

3. SERVICES TO BE PROVIDED BY UCHEALTH

3.1 Support Services. UCHealth, by virtue of its size and complexity as an integrated health system, has management support services as described in Exhibit B attached hereto and incorporated herein by reference. UCHealth will, where practical and allowable by law, make these management services available to CCH at no charge, except as approved by CEO or Board in an advance writing.

3.2 Consultative Services. At the request of CCH and to the extent practical and allowable by law, UCHealth may provide consultative services in the following categories: finance, compliance, quality assurance, information systems, purchasing, emergency medical services, supply chain, outreach physician services, strategic planning, pharmacy support services, educational programs and other general hospital departmental services as mutually agreed upon by both parties ("Consultative Services"). CCH shall compensate UCHealth for any Consultative Services, which compensation will be agreed upon by the Parties in writing prior to the provision of said Consultative Services and shall be set forth in either a separate agreement or a written Consultative Services amendment to be incorporated into this Agreement after the terms of such Consultative Services are agreed upon by the Parties and prior to engagement of said Consultative Services. A sample form of a Consultative Services amendment is attached and incorporated herein as Exhibit A, and a description of Consultative Services that may be provided is attached as Exhibit C. Agreed upon expenses and charges for Consultative Services due to UCHealth will be invoiced and reimbursed to UCHealth as described in the Consultative Services Amendment, as described in Section 4. Brief phone calls, brief meetings, or email inquiries will not be charged, but may lead into Consultative Services, at the reasonable discretion of UCHealth, if additional investment of time and resources is required to support CCH's requests.

3.3 Programmatic Services. At the request of CCH and to the extent allowable by law, UCHealth may provide certain Programmatic Services during the term of this Agreement (i.e. telemedicine, telestroke, e-ICU). CCH shall compensate UCHealth for any Programmatic Services, which compensation will be agreed upon by the Parties in writing prior to the provision

of said Programmatic Services and shall be set forth in either a separate agreement or a written Programmatic Services amendment to be incorporated into this Agreement after the terms of such Programmatic Services are agreed upon by the Parties and prior to engagement of said Programmatic Services.

3.4 Management Services. It is understood by both UCHealth and CCH that the intent of this Agreement is to allow CCH access to UCHealth's expertise in order to assist CCH in maintaining its quality and services. UCHealth shall provide at a minimum, the Management Services described in Exhibit B, the Schedule of Management Services, attached hereto and incorporated herein by reference.

3.5 Marketing/Branding. UCHealth agrees to permit CCH to use, for marketing purposes only, "an affiliate of UCHealth" in CCH's signage, websites, advertising and marketing campaigns. UCHealth and CCH agree to engage in co-naming activities, where mutually agreed to in advance. CCH shall not be considered an "affiliate" in any legal sense and shall not be subject to any rights or obligations of any legal affiliate of UCHealth contained in any agreement between UCHealth and a third-party now existing or executed in the future.

Medical Staff: Medical and Professional Matters. Except for those specific responsibilities assigned to the CEO in CCH's Medical Staff Bylaws, Medical professional matters shall be the responsibility of CCH's duly appointed Medical Staff (the "Medical Staff") and CCH, all as provided under applicable state law and CCH's Medical Staff Bylaws, Rules and Regulations ("Medical Staff Bylaws"). CCH's Medical Staff shall be organized and function according to its Medical Staff Bylaws, as amended from time to time, subject to review and approval of CCH. If requested by CCH, UCHealth, through its choice of designee, may advise CCH on the development and maintenance of Medical Staff relations and recommended best practices for credentialing processes.

4. COMPENSATION

4.1 Reimbursement for CEO. CCH, in consultation with UCHealth, shall determine and fully reimburse UCHealth for all CEO compensation, to include base salary as well as any annual increases, incentive bonuses, and potential severance compensation, provided that CCH's determinations shall not violate or cause UCHA to violate any federal, state or local laws, rules and regulations regarding employment including, without limitation, the Older Workers Benefit Protection Act, the Family and Medical Leave Act of 1993, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 and the Rehabilitation Act of 1973, as currently in effect or subsequently modified. CEO's salary shall not be automatically subject to the 30% increase for benefits described in Exhibit A but shall be agreed to among the Parties to more closely reflect the actual cost of such benefits, nor shall an administrative fee be charged. Any other direct business expenses incurred by CEO in the performance of his/her job (travel, meals, education) will be the responsibility of CCH and subject to CCH's policies on expense reimbursement and budgetary constraints. The expenditures authorized by the CEO shall not exceed CCH's budget and amounts in excess of the budget shall be specifically authorized by the Board. If the CEO is removed from the role of

CCH CEO but remains an employee of UCHHealth, CCH shall not be required to make any severance payment relating to the removal of the CEO.

4.2 Consultative and Programmatic Services. The Parties may enter into one or more Consultative Services Amendments (Exhibit A) or amendments for the provision of Programmatic Services. Each amendment shall set forth the compensation to be paid by CCH for those Consultative or Programmatic Services. Compensation under the Consultative or Programmatic Services Amendments shall be agreed upon by the parties in advance of provision of said services.

4.3 Payment. UCHHealth shall invoice CCH on a monthly basis for all compensation owed under this Agreement, including any amendments for Consultative or Programmatic Services. CCH shall pay any invoices within thirty (30) days of receipt. Except as specifically provided for in this Agreement, there shall be no management fees or other similar fees charged by UCHHealth to CCH, unless specifically agreed to in an advance writing signed by the Parties.

5. TERM AND TERMINATION

5.1 Term. The term of this Agreement shall commence effective upon the last to occur of the signature of UCHHealth and the Board and upon approval and signature of the Commissioners of Campbell County, Wyoming pursuant to Wyoming Statute § 18-8-108(a) ("Effective Date"). The initial term of this Agreement shall be for three (3) years (the "Initial Term"). Thereafter, this Agreement shall be automatically extended for one successive three (3) year "Renewal Term" unless otherwise terminated as provided in this Agreement. CCH acknowledges that this Agreement is up to a six (6) year commitment and will budget each year for the expenses for the coming year as contemplated in this Agreement accordingly.

5.2 Termination. This Agreement may be terminated (a) by mutual agreement of both Parties, (b) by one Party providing thirty (30) days' written notice of termination due to a Material Breach (as defined herein) by the other Party, or (c) by one Party providing one hundred eighty (180) days' notice of termination without cause to the other Party.

5.2.1 A "Material Breach" shall be defined as (a) a Party's fraud against the other Party, (b) material violations of the terms of this Agreement, (c) appointment of a receiver for a Party's assets, an assignment by a Party for the benefit of its creditors, or any relief taken or suffered by a Party under any bankruptcy or insolvency act, and (d) decisions, actions or omissions of a Party that the other Party reasonably believes, on the advice of qualified outside counsel, are manifestly likely to cause, or have caused, a violation of an applicable law, regulation, license or other requirement (such as those described in Section 11.8), including but not limited to those requirements contained under Sections 501(c)(3) of the Internal Revenue Code of 1986, as amended, and either Party's bond documents, or a Party's actions which cause the other Party to be exposed to tort liability in excess of \$500,000.

5.2.2 Except for actions which jeopardize the health or safety of any person for which termination shall be immediate, if a Party possesses a basis to terminate for Material Breach under this Section 5.2, in order to terminate, such Party (the “Complaining Party”) must promptly serve the other Party with a written notice (a “Material Breach Notice”), including electronic notice by email, identifying the alleged Breaching Party and setting forth in detail (a) the Material Breach(es) of this Agreement for which it claims the right to terminate, (b) an estimate of the damages incurred or likely to be incurred by the Complaining Party, and (c) proposed actions of the other Party that, if taken, would adequately address or eliminate the Material Breach. If the alleged Breaching Party fails to cure the identified Material Breach within thirty (30) days, the Complaining Party may then terminate this Agreement immediately.

5.3 Cooperation. The parties agree to work together in good faith to resolve any issues that may arise relating to the Agreement and the services to be provided under the Agreement. In the event that a dispute does arise, each party will assign a representative to coordinate discussions and will work with the opposing party in good faith.

5.4 Survival. Termination of this Agreement shall not relieve either Party of its obligations for breaches of this Agreement occurring prior to termination. The obligations of the parties pursuant to Sections 6, 7, and 9 of this Agreement shall survive the term of this Agreement or its earlier termination pursuant to this Section 5.

6. INDEMNIFICATION AND INSURANCE

6.1 Indemnification of UCHealth. Except as provided in Section 1.8 above and except as to any claims brought by CEO for violations of any federal, state or local laws, rules and regulations related to UCHA’s employment of CEO, CCH, to the extent permitted under Wyoming law, agrees to indemnify, defend, and hold harmless UCHealth and UCHA and their directors, officers, employees, and agents, from and against any and all claims, causes of action, demands, liabilities, losses, damages, costs and expenses including, but not limited to, interest and attorneys’ fees and expenses, which they or any of them may at any time sustain or incur by reason of any claims, demands, or actions against them by any person arising from the health care services or other activities of CCH.

6.2 Indemnification of CCH. UCHealth, to the extent allowed by Colorado law, agrees to indemnify, defend, and hold harmless CCH and its respective directors, officers (excluding the CEO), employees, and agents, from and against any and all claims, causes of action, demands, liabilities, losses, damages, costs and expenses including, but not limited to, interest and attorneys’ fees and expenses, which they or any of them may at any time sustain or incur by reason of any claims, demands or actions against them by any person arising from a violation by UCHealth of its obligations under this Agreement resulting from the errors or omissions, gross negligence or willful and wanton misconduct of UCHealth or its employees or agents, including

any claims brought by CEO for violations of any federal, state or local laws, rules and regulations related to UCHA's employment of the CEO.

6.3 CCH Insurance. CCH shall obtain and maintain in force at its expense policies of professional liability insurance, commercial general liability insurance, directors and officers insurance, automobile insurance, property and casualty insurance, worker's compensation insurance, and such other insurance with such coverage, in such amounts and with such insurance companies as appropriate for the industry. CCH shall not change the nature or limits of, or the carrier providing the coverage provided by those policies, without obtaining UCHealth's prior written consent, which shall not be unreasonably withheld. The insurance companies supplying such insurance shall be licensed to do business in the State of Wyoming, and such policies shall name UCHealth and UCHA (as the employer of the CEO) as additional insureds. CCH agrees to inform UCHealth sixty (60) days prior to any changes in its insurance policy or as soon as possible. CCH agrees to purchase, at its cost, appropriate "tails" for any insurance policies which are on a "claims made" basis and which expire or are terminated.

6.4 UCHA Insurance. UCHA shall obtain and maintain in force at its expense policies of professional insurance for the acts and omissions of its CEO employee and such other insurance with such coverage and in such amounts and with such insurance companies as appropriate for the industry. CCH shall be named as an additional named insured under the policies of insurance covering the CEO. UCHA shall not change the nature or limits of, or the carrier providing any applicable coverage provided by those policies, without obtaining CCH's prior written consent, which shall not be unreasonably withheld. The insurance companies supplying such insurance shall be licensed to do business in the State of Wyoming, and such policies shall name CCH as an additional insured. UCHA agrees to inform CCH sixty (60) days prior to any changes in its applicable insurance policies or as soon as possible. UCHA agrees to purchase, at its cost, appropriate "tails" for any insurance policies which are on a "claims made" basis and which expire or are terminated.

7. RECORDS; CONFIDENTIALITY

7.1 All business, financial, personnel and medical records, data, programs and materials created by the CEO in the performance of his or her duties under this Agreement, other than those relating solely to the internal affairs of UCHealth or related to the CEO's employment by UCHA, shall be and, upon termination of this agreement, shall remain the property of CCH. The CEO shall transact all CCH business on a CCH platform, including computer and email. Any and all records of the CEO related to CCH business that are in UCHealth's possession at the termination of this agreement or the CEO's employment shall be transferred to CCH.

7.2 UCHealth agrees to maintain and preserve the confidentiality of all medical records and business information acquired in performing its obligations under this Agreement except for such disclosure as may be required by law.

7.3 For the purpose of implementing Section 1861 (v)(1)(I) of the Social Security Act, as amended, and any written regulations thereto, UCHealth agrees to comply with statutory requirements governing the maintenance of documents to verify the cost of services rendered under

this Agreement as follows:

(a) Until the expiration of six (6) years after the furnishing of such services pursuant to this Agreement, UCHealth shall make available upon written request by the Secretary of the Federal Department of Health and Human Services (the "Secretary"), or upon request of the Comptroller General, or any of their duly authorized representatives, the contracts, books, documents and records of UCHealth that are necessary to certify the nature and extent of such costs; and,

(b) If UCHealth carries out any of the duties of this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, with a related organization (as that term is defined with regard to a provider in Title 42 of the Code of Federal Regulations § 405.427(b) or any successor regulation), such subcontract shall contain a clause to the effect that until the expiration of six (6) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs; and,

(c) UCHealth will immediately notify CCH of any request it receives from any of the persons or entities listed in (a) above for access to its records; and,

(d) UCHealth shall cause any subcontract to be entered into by UCHealth to contain provisions of the type described in subparagraph (b) above.

8. REPRESENTATIONS AND WARRANTIES. UCHealth and CCH each represent and warrant to the other as follows:

8.1 Power and Authority. They each have the requisite corporate power and authority to enter into this Agreement and to perform their respective obligations hereunder.

8.2 Authorization. Subject to approval of this Agreement by the Commissioners of Campbell County, Wyoming, their respective execution and delivery of, and performance under this Agreement have received all necessary corporate approvals and authorizations, including, the approval of the Board.

8.3 No Conflicts. Each Party's execution, delivery and performance of this Agreement do not and will not conflict with or violate any provision of the Articles of Incorporation, Bylaws or other chartered documents of such Party; violate any provision of any statute or regulation which is applicable to such Party; conflict with, violate, result in a breach of, constitute a default under (without regard to requirements of notice or lapse of time) accelerate or permit the acceleration of the performance by any contract, agreement or other obligation to which such Party is a party or by which such Party or any properties owned or leased by such Party are bound or affected; or result in the creation or imposition of any security interest against or upon any of the assets or properties owned or leased by such Party.

9. NON-SOLICITATION OF EMPLOYEES. The Parties agree that at no time during the term of this Agreement or for a period of one (1) year immediately following the termination of this Agreement for any reason, will they, or their respective agents or representatives, attempt to recruit, employ or use the services of, directly or indirectly, any salaried (exempt) employee of the other Party. If a Party, its agent or representative should hire a salaried (exempt) employee of the other Party without prior written approval, it agrees to reimburse the other Party an amount equal to one (1) year of such employee's then current salary. The non-solicitation restriction in this paragraph shall not prohibit either party from employing or contracting with any such salaried (exempt) employee who contacts the Party on his/her own initiative or as a result of responding to a job posting, advertisement or similar solicitation which is directed to individuals at large, nor shall it, upon expiration or termination of the Agreement, prohibit CCH from extending an offer of employment to the then current CEO of CCH.

10. ASSIGNMENT. UHealth may assign this Agreement to an entity controlling the operations of UHealth, under common control with, or controlled by UHealth, to a successor to UHealth, or to any entity that acquires all or substantially all of UHealth's assets or its business that is the subject hereof or to any such entity, if as a condition of such assignment, UHealth requires such entity to assume the duties and obligations hereunder, including indemnification and insurance obligations. Under any other circumstances, UHealth shall not assign this Agreement or any of its rights and duties hereunder, without written consent of CCH. CCH shall not assign this Agreement or any of its rights and duties hereunder without prior written consent of UHealth.

11. MISCELLANEOUS.

11.1 Notices. All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, with proper address as indicated below, along with a copy sent by email transmission. CCH and UHealth may, by written notice given by each to the other, designate any address or address to which notices, certificates or other communication to them shall be sent when required as contemplated by this Agreement. Until otherwise provided by the respective individuals, all notices, certificates and communication to each of them shall be addressed as follows:

As to CCH:

Campbell County Health
P.O. Box 3011
Gillette, WY 82717
Attention: Chairperson, Board of Directors
Email: Contracts@cchwyo.org

With a copy to:

Lubnau Law Office, PC
P.O. Box 1028
Gillette, WY 82717

Attention: Thomas E. Lubnau, II
Email: Info@lubnau.com

As to UCHealth:

Poudre Valley Health Care, Inc.
2315 E Harmony Road, Suite 200
Fort Collins, CO 80528
Attention: CEO
Email: Kevin.Unger@uchealth.org

With a copy to:
University of Colorado Health
2315 E. Harmony Road, Suite 200
Fort Collins, CO 80528
Attn: Legal Department
Email: _amy.kolczak@uchealth.org

11.2 Independent Contractors. It is the intention of the Parties that UCHealth and CCH shall be independent contractors. The UCHealth personnel who provide services pursuant to this Agreement shall be and remain employees of UCHA and it shall be the responsibility of UCHA to arrange for and pay their compensation, including pension and other fringe benefits, to withhold and to pay (as applicable) all employment related taxes and to arrange and pay workers compensation and unemployment compensation insurance and benefits. All of the personnel who provide services at CCH shall be and remain employees of CCH and it shall be the responsibility of CCH to arrange for and pay their compensation, including pension and other fringe benefits, to withhold and to pay (as applicable) all employment related taxes and to arrange and pay for worker's compensation and unemployment compensation insurance benefits.

11.3 Severability. Subject to the provisions of Section 5, if any one or more of the terms, provisions, promises, covenants or conditions of the Agreement or the application thereof to any person or circumstance shall be adjudged to any extent invalid, unenforceable, void or voidable for any reason whatsoever, by a court of competent jurisdiction, or shall be determined by the ruling or interpretations of a Governmental agency or new legislation, to cause either Party to perform an act which threatens its governmental provider or tax status, then such terms shall be deemed stricken from this agreement, and each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement or their application to other persons or circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. Notwithstanding the aforesaid, should the severance have the effect of materially altering the meaning of this Agreement, this Agreement shall be void.

11.4 Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter contained herein and supersede all prior and contemporaneous agreements, representations and understandings of the Parties.

11.5 No Third-Party Beneficiaries. This Agreement is intended to be for the benefit of the Parties and their respective successors and assigns only, and it is not intended to create any third-party beneficiaries, implied trusts, or similar implied agreements, nor may the provisions hereof be enforced by any person or entity not a Party hereto; except that UCHA shall be a third-party beneficiary of those provisions of the Agreement in Sections 1.3, 4.1, 7.1 and 7.3 which pertain to it.

11.6 Assignment and Binding Effect. Except as specifically provided for in Section 10, neither party may assign this Agreement or any of its rights and duties hereunder without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns to the extent the Parties have provided written consent of the assignment.

11.7 Amendment and Waiver. This Agreement may only be amended in writing, which amendment shall be signed by both Parties. No provision of this Agreement shall be waived except by an instrument in writing signed by the Party to be charged with such waiver and delivered by such party to the party claiming the benefit of such waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, unless otherwise provided in the written waiver.

11.8 Certification about Status with Government Health Programs. UCHealth certifies that it, and its employees and/or agents providing services under this Agreement (“UCHealth Related Persons”) (a) are not now debarred and have never been, excluded or otherwise ineligible for participation in any government health care program(s); (b) have not been convicted of a felony offense in the immediately preceding seven (7) years; and (c) are not now subject to, and have no reason to believe that they are subject to, any specific investigation for violation of federal, state, or local criminal or civil law or regulation. UCHealth shall report in writing to CCH immediately if UCHealth becomes aware of any effort to debar UCHealth, or any UCHealth Related Person, from any government health care program or any imposition of sanctions under 42 U.S.C. §1320a-7a or §1320a-8 or conviction under 42 U.S.C. §1320a-7b. Failure to disclose any relevant information regarding these matters is reason for immediate termination of this Agreement at CCH’s sole discretion.

11.9 No Influence on Referrals. It is not the intent of either Party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based upon the referral or recommended referral by either Party of patients to the other Party or its affiliated entities, if any, or the purchasing, leasing or ordering of any services other than specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the Parties reasonably believe to be a fair market value for the services provided. Without limiting the foregoing, the Parties acknowledge that neither Party has promised or represented that the other will receive any specific business volume or be the exclusive provider of services in the geographic area.

11.10 Change of Law. The terms of the Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable as of the Effective Date. In the event of conflict, the state and/or the federal law will supersede the terms of the Agreement. The Parties agree to execute such amendments as may be necessary for compliance with such laws or regulations as they are promulgated or become final and effective. In the event that any federal or state legislative or regulatory authority adopts any law or regulation which (a) renders the Agreement illegal or prohibited by applicable law or regulation; (b) threatens CCH's tax-exempt status; (c) establishes a material adverse change in the method or amount of reimbursement or payment for services under the Agreement; (d) imposes requirements which require a material adverse change in the manner of either Party's operations under the Agreement or (e) legal counsel for either Party gives a good faith opinion that the application of any law, regardless of when adopted, poses a substantial threat of any of the foregoing, then, upon the request of either Party, the Parties will enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the change in law or regulations while preserving the original intent of the Agreement to the greatest extent possible. If, after fifteen (15) days of such good faith negotiations, the Parties are unable to reach an agreement as to how the Agreement will continue, then either Party may terminate the Agreement upon one (1) day prior written notice. Notwithstanding the foregoing, if the change in law requires the immediate termination of the Agreement, the Agreement will be deemed to be so terminated.

11.11 Governmental Immunity. The Parties acknowledge that CCH does not, by entering into this Agreement, waive the tort immunity provided to it by the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq. (the "Act"), and CCH retains all immunities and defenses provided to it by the Act. Furthermore, as contemplated by the Act (in W.S. § 1-39-104(a)), CCH specifically reserves to itself immunity from actions based upon contract, including actions based upon this Agreement. Any part of this Agreement that conflicts either with the tort immunity provided by the Act or with CCH's reservation of contractual immunity under this Section shall be void and of no effect. Any actions or claims against CCH under this Agreement, to the extent that the same are permissible under the terms of this Section and/or applicable law, must be brought in accordance with the procedural requirements of the Act.

11.12 Confidentiality of Patient Information. The purpose of this provision is to ensure that CCH as a Covered Entity meets its obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and under the regulations promulgated thereto, the *Standards for Privacy of Individually Identifiable Health Information* and the *Security Standards* (45 C.F.R. Parts 160, 162 and 164, issued by the Department of Health and Human Services, hereinafter referred to as the Privacy and Security Regulations). UCHealth acknowledges that medical information, including payment information, regarding CCH's patients must be kept confidential. The Parties understand and agree that the Privacy and/or Security Regulations apply to the use and disclosure of Protected Health Information (as that term is defined in HIPAA) which may occur in fulfilling the duties and responsibilities delineated in the Agreement. UCHealth agrees that any Protected Health Information that it receives directly or indirectly, whether or not inadvertently, through its employees or agents, regarding CCH's patients shall be treated as

confidential in compliance with all state and federal laws, including but not limited to HIPAA and the Privacy and Security Regulations. Furthermore, UCHealth agrees to execute any necessary documents to comply with such state and federal laws and regulations, including a Business Associate Agreement, if necessary.

11.13 Authorized Signatories. Each Party shall designate by internal policy a person or persons authorized to execute additions to or amendments to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the Effective Date.

UNIVERSITY OF COLORADO HEALTH

By: _____

CAMPBELL COUNTY HOSPITAL DISTRICT

By: _____

Exhibit A-__ (Template)
Consultative Services Amendment

This Exhibit A-__, the Consultative Services Amendment, is made and entered into on _____, 20__ (the “Effective Date”) by and between University of Colorado Health, a Colorado non-profit corporation (“UCHealth”), and Campbell County Hospital District d/b/a Campbell County Health, (the “CCH”).

Standard Fee Structure unless otherwise specified:

Total Cost = Actual expenses incurred by UCHealth

Employee(s) = [(salary * 30% benefits) * fifteen percent (15%) admin fee] * hours spent on project

Travel = actual mileage at IRS rate and employee(s) travel time

Efforts will be made to determine if work can be completed remotely or via skype or conference calls to reduce travel costs.

Materials = Related project materials or miscellaneous resources needed for request completion

Fee Structure Variation.

There are certain departments/areas within UCHealth that have already set up a consultative fee structure to serve local and regional requests. For these requests, separate cost agreements may need to be put into place and a different fee structure may be followed that differs from the above standard fee structure.

Pursuant to the Management Services Agreement entered into by the Parties and dated _____, UCHealth and CCH agree to the following terms:

1. Scope of Support Services: *Describe project in detail and expected outcome.*
2. Costs: *List details (who is involved, area of focus, and materials needed) and total estimated dollars.*
3. Date(s) of Support Services: *Specify timeline.*
4. Location of Support Services: *Specify location.*

5. CCH Main Contact Person: _____
UCHealth Main Contact Person: _____

APPROVAL of CCH:

Signature: _____

Title: COO

Date: _____

APPROVAL OF UCHealth:

Signature: _____

Name/Title: _____

Date: _____

ATTESTATION of Executive Staff or Vice President of CCH:

Signature: _____

Name/Title: _____

Date: _____

EXHIBIT B
SCHEDULE OF MANAGEMENT SERVICES

The Parties agree that UCHealth will provide or make available to CCH, at a minimum, the Management Services described in this Exhibit B.

CCH shall be permitted to:

1. Participate in UCHealth service line leadership/administrative planning, meetings and events, as appropriate;
2. Participate in UCHealth education offerings for Board members, management, medical staff and employees, as appropriate and allowed by law;
3. Review sample/template policies and procedures developed by UCHealth;
4. Review performance monitoring tools or tracking procedures to compare de-identified data, as available and appropriate;
5. Participate in committee work through the senior team. A calendar of opportunities will be provided yearly for evaluation by UCHealth to CCH;
6. Access to HIPAA and compliance training developed by UCHealth;
7. Access to qualified specialists in hospital administration and management to foster networking and best practice sharing with a focus on quality outcomes. (Examples may include: Quality improvement leadership, utilization review programs/clinical documentation improvement, Lean training, Medical Staff office support, COO, CFO, CNO, CMO, department leadership, and physician leaders.)
8. Access to UCHealth's training modules, as appropriate;
9. Facilitate relationships between UCHealth physicians and CCH's physicians as needed;
10. Post CCH's open employment positions on UCHealth's hiring website; and
11. Have its CEO and executive staff participate with comparable UCHealth counterparts in initiatives that are designed to further collaboration between CCH and UCHealth. These types of events may include leadership events and process improvement initiatives for the goal of developing and sharing best practices that improve patient care.

CCH and UCHealth shall work together to develop and implement a framework through which CCH and UCHealth cooperate to develop or maintain healthcare services in the CCH service area.

EXHIBIT C

POTENTIAL CONSULTATIVE SERVICES

CCH and UCHealth may mutually agree, during the term of this Agreement, to enter into one or more Exhibit A's for the provision of the following Consultative Services at an additional cost to be negotiated:

1. Assist CCH in providing temporary staff as available to meet CCH needs;
2. Provide expertise regarding processes for provider peer review and provider discipline;
3. Provide CCH with access to consultation with specialists and access to a medical referral hotline;
4. Share best practices and assist in developing a care management program that supports high level patient care while facilitating patients being treated closest to their home;
5. Evaluate and help with analysis of opportunity for CCH to participate in UCHealth's volume group purchasing power;
6. Participate in CCH's Strategic Planning sessions to align CCH and UCHealth when needed and appropriate;
7. Have a UCHealth representative (besides the CEO) attend at least 6 Board meetings per year at no additional cost to CCH;
8. Support CCH in developing a succession plan;
9. Provide opportunities to CCH Medical Staff to participate in grand rounds, tumor boards, and other similar professional interactions;
10. Assist in establishing annual goals and objectives in support of the strategic plans for CCH, establishing a connection with the continued operation of CCH, and ensuring continuing access to CCH, physician and other health care services for residents of CCH's community at no additional cost; and prepare an annual report to the Board, if requested, of benefits of the agreement for evaluating opportunities for enhancing the relationship and continuous improvement at no additional cost.

Exhibit A-1

Consultative Services Amendment

This Exhibit A-1, the Consultative Services Amendment, is made and entered into on _____, 20__ (the "Effective Date") by and between University of Colorado Health, a Colorado non-profit corporation ("UCHealth"), and Campbell County Hospital District d/b/a Campbell County Health, (the "Hospital").

Standard Fee Structure unless otherwise specified:

Total Cost = Actual expenses incurred by UCHealth

Employee(s) = [(salary * 30% benefits) * fifteen percent (15%) admin fee] * hours spent on project

Travel = actual mileage at IRS rate and employee(s) travel time

Efforts will be made to determine if work can be completed remotely or via skype or conference calls to reduce travel costs.

Materials = Related project materials or miscellaneous resources needed for request completion

Fee Structure Variation.

There are certain departments/areas within UCHealth that have already set up a consultative fee structure to serve local and regional requests. For these requests, separate cost agreements may need to be put into place and a different fee structure may be followed that differs from the above standard fee structure.

Pursuant to the Management Services Agreement entered into by the Parties and dated _____, UCHealth and Hospital agree to the following terms:

1. Scope of Support Services: *Describe project in detail and expected outcome.*
 - a. Hospital is requesting interim CV Cath Lab manager support for a period of 3-6 months while Hospital begins to recruit for permanent role. Interim support will be provided by qualified cath lab personnel with past relevant experience. Role will provide oversight, mentorship to current staff, training, review of policies and procedures, assessment of needs, and supervision. Role will also seek out physician feedback to address concerns and share with Hospital management for evaluation.
2. Costs: *List details (who is involved, area of focus, and materials needed) and total estimated dollars.*
 - a. Hourly Rate = $(\$46.46 * 30\% \text{ benefits}) * 15\% = \69.46

- b. Hotel costs with receipts
- c. Food costs with receipts
- d. Travel costs actual mileage at IRS rate and employee(s) travel time
- e. Need work space at facility, orientation, and access to relevant applications

3. Date(s) of Support Services: *Specify timeline.*

- i. Estimating 24 hours per week onsite.
- ii. Estimating 3-6 month coverage, while recruitment efforts occur.
- iii. Actual hours and dates to be finalized by Campbell County Health and UCHealth prior to start date, only actually hours worked will be charged.
- iv. Dates of onsite presence to be approved by Jerry Klein prior to arrival in writing.

4. Location of Support Services: *Campbell County Health, Gillette, Wyoming*

Hospital Main Contact Person: Jerry Klein Jerry.Klein@CCHWYO.ORG

UCHealth Main Contact Person: Robert Wagner Robert.Wagner@uchealth.org

APPROVAL of the Hospital:

Signature: _____

Name/Title: _____

Date: _____

APPROVAL OF UCHealth:

Signature: _____

Name/Title: _____

Date: _____