

AMENDED AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

DEL SHELSTAD Chairman
RUSTY BELL
BOB MAUL
COLLEEN FABER
DON HAMM

NOVEMBER 1, 2022

8:00 AM BOARD BRIEFING

9:00 AM MEETING CALLED TO ORDER | PLEDGE OF ALLEGIANCE

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

- A. [Consent Agenda](#)

VOUCHERS

- B. Vouchers

COMMISSION CALENDAR OF EVENTS

- C. Commission Calendar

REGULAR BUSINESS

- | | |
|--|---------------------------|
| D. Military Family Month Proclamation | Denton Knapp |
| E. 9:10 Operation Green Light for Veterans Proclamation | Megan Swords/Mikki Pierce |
| F. 9:15 Board Appointments, CARE Board | Kristin Young |
| G. 9:20 Contract for Services, Boys & Girls Club | Nate Grotrian |
| H. 9:25 Contract for Services, Senior Center | Ann Rossi |
| I. 9:30 Contract for Services, Council of Community Services | Mike Scott |
| J. 9:35 Contract for Services, Girl Scouts of Montana & Wyoming | Briana Rickman |
| K. 9:40 Contract for Services, Predator Management District | Kenda Ford |
| L. 9:45 Contract for Services, Visitation & Advocacy Center | Karen Littleton |
| M. 9:50 Renewal FEMA/IPAWS Memorandum of Agreement | David King |
| N. 9:55 Emergency Management Performance Grant (EMPG) Agreement | David King |
| O. 10:00 EMPG-ARPA Grant Application | David King |
| P. 10:05 Procard Credit Card Application and Agreement | Jana Webb/Trena Bauder |
| Q. 10:10 Certificate of State Grant in Aid, 2023 NAVAID Maintenance | Shelly Besel |
| R. 10:15 Bennor Estates Improvement & Service District Enlargement | Michelle Leiker |

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

- | | | |
|----|---|-------------------|
| S. | <u>10:20 Dove Creek Subdivision Improvements Agreement</u> | Clark Melinkovich |
| T. | <u>10:25 Resubdivision of Lot 4A, Bicentennial Park Subdivision</u> | Matt Olsen |
| U. | <u>10:30 K-9 Grant Application, Sheriff's Office</u> | Quentin Reynolds |
| V. | 10:35 Board Appointments, Fair Board | Chairman Shelstad |
| W. | <u>10:40 Code of Conduct for Campbell County Boards</u> | Denton Knapp |

EXECUTIVE SESSION

- X. 10:45 Potential Litigation & Personnel

PUBLIC COMMENT

- Y. 11:00 For the Good of the County*

ADJOURN

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

Consent Agenda

MINUTES

Board of Commissioners Managers Meeting, October 17, 2022

Board of Commissioners Regular Meeting, October 18, 2022

Board of Commissioners Airport Board Meeting, October 19, 2022

PAYROLL PAYMENTS

October 15, 2022

CANCELLATION/REBATE OF TAXES

#2021-117

AGREEMENTS

Subaward Agreement between Campbell County and CLIMB Wyoming to receive funding from the Temporary Assistance for Needy Families Community Partnership Initiative (TANF/CPI) in the amount of \$16,505.75 for the period of October 1, 2022 to September 30, 2023.

Subaward Agreement between Campbell County and Council of Community Services to receive funding from the Temporary Assistance for Needy Families Community Partnership Initiative (TANF/CPI) in the amount of \$25,575.75 for the period of October 1, 2022 to September 30, 2023.

Subaward Agreement between Campbell County and Personal Frontiers Inc. to receive funding from the Temporary Assistance for Needy Families Community Partnership Initiative (TANF/CPI) in the amount of \$10,705.75 for the period of October 1, 2022 to September 30, 2023.

Subaward Agreement between Campbell County and Youth Emergency Services, Inc. (YES House) to receive funding from the Temporary Assistance for Needy Families Community Partnership Initiative (TANF/CPI) in the amount of \$38,212.75 for the period of October 1, 2022 to September 30, 2023.

CREDIT CARD REQUESTS

ITS – Tyler Reble, Credit Limit \$3,000

LINE ITEM TRANSFERS

Attorney

Transfer \$26,000 from 100061-60005 Salary/Leave to 100061-62280 Legal

Clerk

Transfer \$500 from 100023-64000 Supplies to 100023-63450 Reimbursement Expense

Transfer \$500 from 100021-64000 Supplies to 100021-62200 Assn Dues, Fees and Licensure

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Extension

Transfer \$250 from 100104-64150 Gasoline to 100104-62450 EE Dev Meet Trav Meal Lodge

Human Resources

Transfer \$2,500 from 100161-62880 Self-Insurance to 100161-65020 Office Furniture & Equipment

Parks & Recreation

Transfer \$300 from 100772-65080 BuildMaint to 100772-64000 Uniforms

MOBILE COMPUTING DEVICE REQUESTS

Children's Developmental Services - Karlie Steele, Early Childhood Instructor

POSITION VACANCY JUSTIFICATIONS

Library – Youth Services Coordinator

Library – Youth Services Specialists

Public Works – Custodian I (2 Positions)

Treasurer – Deputy County Treasurer I

HAND WARRANTS

WAG – Division of Criminal Investigation	\$15.00
Campco Federal Credit Union	150.00
Circuit Court of Campbell County	966.55
Campbell County Clerk Tax Account	300,928.83
Campbell County Treasurer – FLX/HSA	40,163.30
Great West Trust Company	28,850.00
Wyoming Child Support	1,407.36
IRS – Department of Treasury	161.07
Wyoming Department of Revenue & Taxation	31.69
WAG – Division of Criminal Investigation	39.00

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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
October 17, 2022
Gillette, WY

The Campbell County Board of Commissioners met Monday, October 17, 2022, at 1:00 PM.

Present were Rusty Bell, Del Shelstad, Bob Maul, Colleen Faber, Don Hamm, Commissioners; Susan F. Saunders, County Clerk; Denton Knapp, Commissioners Executive Director.

Commissioner Faber moved to convene into an Executive Session is discuss property aqation and potential litigation. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

The Commissioners adjourned their executive session and convened into the Managers Meeting at 1:30 PM.

Present for the Managers Meeting were Rusty Bell, Del Shelstad, Bob Maul, Colleen Faber, Don Hamm, Commissioners; Susan F. Saunders, County Clerk; Denton Knapp, Commissioners Executive Director; Leslie Perkins, Community and Government Relations Coordinator; Matt Olsen, Public Works Director; Jane Glaser, Public Health Director; Kevin Geis, Road and Bridge Director; Kelly Wallem, County Attorney Office Manager; Paul Wallem, County Coroner; Dwayne Dillinger, Parks and Recreation Director; Phil Harvey, IT Manager; Bob Tranas, Children's Developmental Services Director; Chad Beeman, Adult Treatment Court Coordinator; Scott Matheny, County Sheriff; Michalene Seeman, Office Manager; Juli Pierce, Fire Dept, ReNae Keuck, Cam-Plex; Robert Henning, Museum Director; David King, Emergency Management Coordinator; Lisa Back, Chief Appraiser; Terri Lesley, Library Director; Melissia Kershner, HR/Risk Mgmt Generalist; Tony Langone, Fleet Manager; Todd Chatfield, Airport Director; Kim Fry, Extension Director; Cheryl Chitwood, Clerk of District Court, and Liz Edwards, Fair Coordinator

Melissia Kershner, provided an update on Open Enrollment.

Denton Knapp gave an update on the new credit cards, software for public records requests, board training, draft of code of conduct and the deadline for departments to submit items for the Commissioners meetings.

Kelly Wallem discussed funds for the use of outside council.

David King presented a Cyberattack Tabletop Exercise.

A workshop was held with PFM Management.

A workshop was held with Energy Capital Economic Development.

Commissioner Bell left the meeting at 4:05 PM

There being no further business to come before the Commissioners, the meeting was adjourned at 4:35 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

Del Shelstad, Chairman
Board of County Commissioners

Office of County Commissioners
October 19, 2022
Gillette, WY

The Campbell County Board of Commissioners attended the Airport Board Meeting, Wednesday, October 19, 2022, at 4:00 PM.

Present were Del Shelstad, Colleen Faber, Don Hamm, Commissioners; Susan F. Saunders, County Clerk; Denton Knapp, Commissioners Administrative Director, and members of the Airport Board. Commissioners Rusty Bell and Bob Maul were absent from the meeting.

An update was provided on the Fixed Base Operator RFP.

Discussion was held on the Airline Subsidy Agreement.

Denton Knapp provided information on the upcoming Board Training and the Code of Conduct policy that is being created.

There being no further business to come before the Board, the Commissioners left the meeting at 4:20 PM.

Susan F. Saunders, County Clerk
Board of County Commissioners

Del Shelstad, Chairman
Board of County Commissioners

Office of County Commissioners
October 18, 2022
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, October 18, 2022. Chairman Shelstad called the meeting to order at 9:00 AM. Pastor Ron Merritt led in prayer and Chairman Shelstad led the Pledge of Allegiance.

Present were Del Shelstad, Rusty Bell, Bob Maul, Don Hamm, Colleen Faber, Commissioners; Michelle Leiker, Deputy County Clerk; Denton Knapp, Commissioners Executive Director and Mitch Damsky, County Attorney.

The following consent agenda was presented:

MONTHLY REPORTS

Clerk of District Court – September 2022
County Clerk – September 2022
Sheriff's Office – September 2022
Treasurer's Office – September 2022
Campbell County Clerk – 2022 Abstract Statement
Campbell County Treasurer – 2022 Abstract Statement

PAYROLL PAYMENTS

September 30, 2022

CANCELLATION/REBATE OF TAXES

#2021-96

CREDIT CARD REQUESTS

Road & Bridge – Increase Credit Limit to \$5,000

POSITION VACANCY JUSTIFICATIONS

Clerk of District Court – Part Time File Clerk
Parks & Recreation – Parks Supervisor
Sheriff's Office – Communications Technician
Sheriff's Office – Detention Officer

PUBLIC OFFICIAL POSITION SCHEDULE BOND

Gillette Community College District

HAND WARRANTS

Campco Federal Credit Union	\$950.00
Campbell County Clerk Tax Account	19,496.64
Campbell County Treasurer – FLX/HSA	2,335.83
Great West Trust Company	4,555.00
Campco Federal Credit Union	150.00
Circuit Court of Campbell County	966.55
Campbell County Clerk Tax Account	299,610.71
Campbell County Treasurer – FLX/HSA	39,893.30
Great West Trust Company	28,950.00
Wyoming Child Support Enforcement	1,407.36
CCEHBTA – Health & Dental	714,582.76
Delta Dental Plan of Wyoming	1,660.60

Gallagher Benefit Services – Reliance	18,591.94
VSP of Wyoming	7,684.51
Campbell County Treasurer	3,593.18
U.S. Postmaster	15,000.00
Wex Bank	489.36
Techna-Flo Engineering Associates Inc.	4,758.80

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

Commissioner Hamm presented the Commissioners upcoming calendar of events.

Denton Knapp presented the Veterans' update.

Commissioner Bell moved to approve Resolution Number 3027 to rescind the Open Burning Restriction, Resolution Number 3023, as presented. Commissioner Maul seconded the motion.
All Voted – Aye. Carried.

Commissioner Faber moved to approve Resolution Number 3028 for the display of fireworks at the Veterans Day Ceremony, at Lasting Legacy Park from 11:00 AM to 1:00 PM on Thursday, November 11, 2022, as presented. Commissioner Hamm seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve Resolution Number 3029 lifting the ban on the sale and use of fireworks for the period from and after 12:01 AM, December 26, 2022, to 12:01 AM January 2, 2023, in Campbell County outside of the corporate city limits of Gillette, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the Contract for Services between the Board of County Commissioners and Gillette Community College District, in the amount not to exceed \$20,800 from the Optional One Percent Sale Tax, for the period of July 1, 2022, to June 30, 2023, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the Contract for Services between the Board of County Commissioners and Youth Emergency Services, Inc., in the amount not to exceed \$287,824.25 from the Optional One Percent Sale Tax, for the period of July 1, 2022, to June 30, 2023, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Maul moved to approve the Contract for Services between the Board of County Commissioners and Second Chance Ministries, in the amount not to exceed \$20,000 from the Optional One Percent Sale Tax, for the period of July 1, 2022, to June 30, 2023, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the Contract for Services between the Board of County Commissioners and Personal Frontiers Inc., in the amount not to exceed \$38,324.25 from the

Optional One Percent Sale Tax, for the period of July 1, 2022, to June 30, 2023, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Maul moved to approve the Contract for Services between the Board of County Commissioners and CLIMB Wyoming in the amount not to exceed \$24,324.25 from the Optional One Percent Sale Tax, for the period of July 1, 2022, to June 30, 2023, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the Contract for Services between the Board of County Commissioners and Wright Community Assistance, in the amount not to exceed \$8,000 from the Optional One Percent Sale Tax, for the period of July 1, 2022, to June 30, 2023, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the Contract for Services between the Board of County Commissioners and The Salvation Army, in the amount not to exceed \$9,600 from the Optional One Percent Sale Tax, for the period of July 1, 2022, to June 30, 2023, as presented. Commissioner Hamm seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the Contract for Services between the Board of County Commissioners and Edible Prairie Project, in the amount not to exceed \$3,000 from the Optional One Percent Sale Tax, for the period of July 1, 2022, to June 30, 2023, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the Contract for Services between the Board of County Commissioners and Gillette Main Street, in the amount not to exceed \$1,000 from the Optional One Percent Sale Tax, for the period of July 1, 2022, to June 30, 2023, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

The Contract for Services between the Board of County Commissioners and Council of Community Services will be presented at the November 1, 2022, Commissioner's Meeting.

Commissioner Bell moved to approve the Contract for Services between the Board of County Commissioners and Gillette Abuse Refuge Foundation (GARF), in the amount not to exceed \$83,160 from the Optional One Percent Sale Tax, for the period of July 1, 2022, to June 30, 2023, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the Contract for Services between the Board of County Commissioners and American Legion Post 42 Baseball, in the amount not to exceed \$5,000 from the Optional One Percent Sale Tax, for the period of July 1, 2022, to June 30, 2023, as presented. Commissioner Hamm seconded the motion. All Voted – Aye. Carried.

Commissioner Hamm moved to approve the Contract for Services between the Board of County Commissioners and Campbell County Conservation District, in the amount not to exceed \$275,000 from the Optional One Percent Sale Tax, for the period of July 1, 2022, to June 30, 2023, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the Contract for Services between the Board of County Commissioners and Energy Capital Economic Development, in the amount not to exceed \$134,250 from the Optional One Percent Sale Tax, for the period of July 1, 2022, to June 30, 2023, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the Contract between the Wyoming Department of Health Division and Campbell County for funding and oversight of the Community Services Block Grant (CSBG), in the amount of \$224,290 for the period of October 1, 2022, to November 15, 2023, as presented. Commissioner Hamm seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the Subaward Agreements between Campbell County and the following agencies to receive funding for the Community Services Block Grant (CSBG) Program: Council Community Services, in the amount of \$111,419; Gillette Abuse Refuge Foundation, in the amount of \$30,752; Gillette Reproductive Health, in the amount of \$34,664; Personal Frontiers, Inc., in the amount of \$40,495, for the service period of October 1, 2022, to September 30, 2023, as presented. Commissioner Hamm seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the following American Rescue Plan Act (ARPA) Funding: Wyoming Child Care Stabilization Grant Funding for the Children's Developmental Services of Campbell County, in the amount of \$353,300; U.S. Treasury State and Local Fiscal Recovery Funds (SLFRF) Program, in the total amount of \$9,001,196 (with the first tranche received August 17, 2021, in the amount of \$4,500,598 and the second tranche received September 29, 2022, in the amount of 4,500,598); U.S. Treasury Local Assistance and Tribal Consistency (LATC) Fund, in the amount of \$588,225.48, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Maul moved to amend the agenda to add an executive session to discuss land acquisitions upon completion of regular business. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve Memorandum of Understanding between Incite! Consulting and Campbell County for two (2) board training sessions to be held on December 13- and 14, 2022, in the amount of \$4,500 plus reimbursement for travel costs, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the Sole Source Purchase Request for the Commissioner's Office to purchase NextRequest software to assist with management of public record requests and approve the use of Contingency funds; transferring \$4,194 from Capital Contingency to ITS Capital Outlay Software account, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve Resolution Number 3030 Establishing all Malt Beverage and Catering Permit Fees to \$10, effective October 18, 2022, as presented. Commissioner Maul seconded the motion. Commissioner Bell recused himself from the discussion and abstained from voting due to a conflict of interest. All Voted – Aye. Carried.

Commissioner Bell moved to award the North Landfill Dozer to Komatsu Equipment Company for the purchase of a D155AXi-8 Dozer, in the amount of \$962,591 and authorize the execution of all documents to complete the purchase, as presented. Commissioner Faber seconded the motion.

Commissioner Faber moved to amend the motion to purchase the D155AXi-8 Dozer to include the cost of the maintenance agreement making the total amount \$971,391. Commissioner Bell seconded the amended motion. Commissioner Faber – Aye. Commissioner Maul – Nay. Commissioner Hamm – Aye. Commissioner Bell – Nay. Chairman Shelstad – Aye. Carried.

Commissioner Faber moved to approve the Centennial Subdivision Request, Case Number 22.04. COSP, to divide approximately 120-acre area (north side of Northern Drive between Highway 14-16 and Hannum Road) into a distinct 3-block, 5-lot subdivision and approve the Final Plat, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

No Public Comment was given.

Commissioner Faber moved to convene into an executive session for property acquisition. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

The Board reconvened into regular session at 1:15 PM.

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 1:15 PM. The next regular meeting of the Commissioners will be held Tuesday, November 1, 2022, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Michelle L. Leiker, Deputy County Clerk
Board of County Commissioners

Del Shelstad, Chairman
Board of County Commissioners

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

PAYROLL PAYMENT

FOR THE PAY PERIOD (s) ENDING

Oct 15, 2022

_____, _____

_____, _____

We do hereby approve the County Payroll as presented this 1st day of November, 2022

Member

Member

Member

Member

Chairman

10-14-2022

date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-117

NAME: STUDY AUCTION SERVICE

NOTICE ISSUED FOR:

NOVC#

OTHER: BUSINESS CLOSED IN 2015

☐ PARTIAL
☐ REBATE
☒ CANCELLATION

YEAR: 2018

TAX NOTICE NO.

ACCOUNT/PARCEL# ^{300 52 796} P0052796

DISTRICT NO. 0100

ASSESSED VALUATION: 74

AMOUNT: \$ 4,41⁴²

Troy A. Clements COUNTY ASSESSOR

APPROVED: ☐ DENIED: ☐

THIS 1st DAY OF November, 2022

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

10-14-2022 Cancellation # 2021-117

CAMPBELL COUNTY ASSESSOR PROPERTY SUMMARY

TaxYear: 2018 Account#: P0052796 Account Type: Personal Tax Area: 0100 Status: A

Owner's Name and Address:

STUDY AUCTION SERVICE
PO BOX 1074
GILLETTE, WY 827171074

Property Description:

Business Name:
Situs Address: 10698 HWY 59
Number of Blds:
Land Size: AC / SF

Legal Description:

PERSONAL PROPERTY

Improvements:

Details:

Building No.

Cancel-
Business
Closed.

**OFFICE**

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

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS

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

MEMORANDUM

TO: Commissioners
FROM: Kristin Young, Grants Specialist
RE: Temporary Assistance for Needy Families (TANF) Subaward Agreements
DATE: November 1, 2022

Please find attached the subaward agreements between Campbell County and Climb Wyoming (\$16,505.75), Youth Emergency Services (\$38,212.75), Council of Community Services (\$25,575.75), Personal Frontiers, Inc (\$10,705.75) for the Temporary Assistance for Needy Families - Community Partnership Initiative (TANF-CPI) grant awarded to Campbell County in the amount of \$91,000 (CFDA# 93.558) through the Wyoming Department of Family Services for the term October 1, 2022 to September 30, 2022. The grant provides a continuum of services to families in Campbell County aimed at lifting families out of poverty and keeping families together.

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF FAMILY SERVICES
AND
CAMPBELL COUNTY COMMISSIONERS**

1. **Parties.** The parties to this Contract are Wyoming Department of Family Services (Agency), whose address is: 2300 Capitol Avenue, Third Floor, Hathaway Building, Cheyenne, Wyoming 82002, and Campbell County Commissioners (Contractor), whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall operate the Temporary Assistance for Needy Families Community Partnership Initiative (TANF CPI), a community plan which will provide a continuum of services to Campbell County families as outlined in the Program Statement of Work, Attachment A, which is attached to and incorporated into this Contract by this reference.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from October 1, 2022, or Effective Date, whichever is later, through September 30, 2023. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Section 5 below and in Attachment A. Total payment under this Contract shall not exceed ninety-one thousand dollars (\$91,000.00). Payment shall be made monthly in accordance with the pay schedule in Attachment B, TANF CPI FFY23 Quarterly Report and Invoice, which is attached to and incorporated into this Contract by this reference. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract. The federal source of funding is TANF, CFDA #93.558.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.
 - C. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.
5. **Responsibilities of Contractor.** The Contractor agrees to:

- A. Provide the services described in Attachment A;
- B. Enhance sustainability beyond the funding period;
- C. Determine TANF eligibility for families participating in the program. Contractor shall ensure that the TANF Participant Application and Eligibility Form, Attachment C, which is attached to and incorporated into this Contract by this reference, shall be completed, including social security number, for each family being billed under this Contract or, upon Agency approval, an acceptable substitute, when determining eligibility for families participating in the program;
- D. Bill the Agency for funding no less than quarterly. The Contractor shall only bill for services provided to TANF eligible families. Contractor shall use the TANF CPI FFY23 Quarterly Report and Invoice, Attachment B, when submitting quarterly invoices. The quarterly invoice shall be submitted within thirty (30) days following the end of the quarter;
- E. Limit the administrative costs at ten percent (10%) of the program costs per invoice submission;
- F. Provide quarterly program performance reports to the Agency. Contractor shall validate all outcomes utilizing quantitative and qualitative data. The report in Attachment B shall be used for each quarterly report;
- G. Provide reporting that is sufficient to provide an audit trail for state or federal auditors to determine accuracy of direct and indirect costs. Reports shall be submitted within thirty (30) days following the end of each quarter;
- H. Not use funds to purchase non-tangible assets or to purchase or lease equipment. Leased equipment includes the rental of equipment for any period of time, computers or computing devices for agency use or for participants;
- I. Not use funds to provide cash, checks, cash equivalents or cash redeemable cards to individuals served by the program; and
- J. Obtain prior approval from the Agency for all budget changes which deviate from the submitted budget in Attachment A.

6. Responsibilities of Agency. The Agency agrees to:

- A. Pay Contractor in accordance with Section 4 above;
- B. Instruct Contractor on eligibility for TANF funding;
- C. Monitor quarterly invoices and performance reports for accuracy and to ensure they meet the requirements of TANF and this Contract; and

- D. Monitor Contractor's efforts in securing other funding to ensure the program is sustainable after the funding period.

7. **Special Provisions.**

- A. **Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Contractor 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.** Contractor 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 Contractor 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, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate

completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.

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

Contractor must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.

- M. Federal Audit Requirements.** Contractor 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. Contractor 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, Contractor 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.** Contractor 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. Contractor 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.** Contractor 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 Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately,

upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.

- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, 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 Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Contract.** This Contract, consisting of eleven (11) pages; Attachment A, Program Summary, consisting of forty-two (42) pages; Attachment B, TANF CPI FFY23 Quarterly Report and Invoice, consisting of six (6) pages; and Attachment C, TANF Participant Application and Eligibility Form, consisting of two (2) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

- J. **Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- K. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. **Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.
- O. **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 Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor 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. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- R. Insurance Requirements.** Contractor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- S. Insurance Coverage.** The Contractor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:
- (i) **Commercial General Liability Insurance.** Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence;
 - (b) \$1,000,000.00 personal injury and advertising injury;
 - (c) \$2,000,000.00 general aggregate; and
 - (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.
 - (ii) **Workers' Compensation and Employer's Liability Insurance.** Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Contractor's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

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

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

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

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

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

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

- 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 Contractor fails to perform in accordance with the terms of 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 Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

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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 Family Services


Korin A. Schmidt, Director

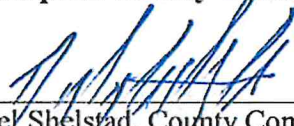
9/22/22
Date

for 
Kristie Arneson, Economic Security Senior Administrator

9/22/22
Date

CONTRACTOR:

Campbell County Commissioners

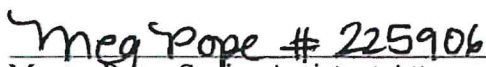

Del Shelstad, County Commissioner Chairman

9-20-22
Date


~~April Brumski, County Clerk~~
Susan F. Saunders

9-20-22
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Megan Pope, Senior Assistant Attorney General

9/12/22
Date

COVER PAGE

1. County/Tribe: Campbell County
2. Project/Grant Administrator. Ensures programs are being implemented correctly, communicates grant changes and provides requested paperwork and data to the Department of Family Services. All Communication regarding this proposal shall be conducted through this person.

Name: Kristin Young/Sandra Beeman

Title: Grant Specialist/Administrative Coordinator

Organization: Campbell County Government

Address: 500 South Gillette Avenue, Suite 1100, Gillette, WY 82716

Phone: (307) 687-6324

Email address: kristin.young@campbellcountywy.gov / sandra.beeman@campbellcountywy.gov

3. Primary Contact for the Sub-recipient. Implements the program.

Name: See Individual Applications for Response

Title:

Organization:

Address:

Phone:

Email address:

4. Program Name: Campbell County TANF/CPI

5. Requested Amount: \$91,000.00

6. Authorized Representative/County Commissioner Chair: Del Shelstad
(No signature required here. Signature is required on the Assurance page)

Date: April 27, 2022

Phone: (307) 682-7283

E-Mail: del.shelstad@campbellcountywy.gov

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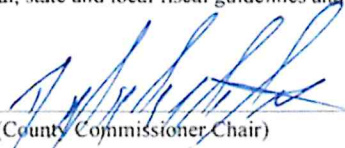
ASSURANCE

In compliance with this grant proposal, as published by the Department of Family Service, and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

If successful in securing funds for TANF CPI, the applicant agrees to the following:

1. Must abide by all rules (if applicable), state, and federal laws applicable to the grant.
2. Must guarantee compliance with federal, state and local fiscal guidelines and reporting requirements applicable to the grant.

Authorized Representative Signature:


(County Commissioner Chair)

Printed Name:

Del Shelstad

Date:

April 27, 2022

Assurances must be signed for grant applications to be considered.

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Quarterly Report and Invoice



Temporary Assistance for Needy Families
Wyoming Department of Family Services

TANF CPI FFY23 Quarterly Report and Invoice

County/Tribe: Campbell County
Reporting Period: _____
Date: _____

Statistics:

During the quarter, please provide the below information on all the TANF individuals you served. Please provide any other relevant data you wish to share.

[illegible]

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Evaluation of Outcomes:

Climb:

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
Show progress each quarter toward the final goal of 80% of the individuals enrolled in the program successfully completing the program.	80% of participants who enter the program will successfully complete it.		
75% of Climb program graduates will be employed after program completion.	75% of these program graduates will be employed after program completion.		
Show progress each quarter toward the final goal of individuals who completed the program earning 90% higher wages than when they entered the program.	75% of program graduates will be employed after program completion and will be earning a 90% higher wage than they were before the program.		
Show progress each quarter toward the final goal of 90% of the individuals who complete the program experiencing a decrease in the dependence on food stamps.	Over time, 90% of program graduates will show a decrease in their dependence on food stamps.		
50% of Climb program graduates who enter the program utilizing public healthcare will show a decrease in the dependence on public health insurance.	Of the graduates who enter the program utilizing public health insurance 50% will end their dependence on public health insurance.		
Increased knowledge and skills regarding healthy relationships, strong and stable environments, communication and health behaviors.	100% of single mother who enter the Climb program will have received life skills training and mental health counseling.		

Council of Community Services

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
---------	-------------	----------------------------------	---

Children exit foster care and unified with parents	Clients will be reunified with children in their home		
Family exits program into stable housing	Clients will be reunified or stabilized and move into stable housing		
Parents gain knowledge of basic life skills	Clients show progress on weekly apartment walk-throughs		

Personal Frontiers, Inc.

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
Serve 7 TANF individuals and families to completion	Number of families that graduate from our program		

YES:

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
Keep families intact	77% of youth will be safely maintained and cared for in their homes		
Improve family management skills and functioning	86% of families improve their family management skills; and learn about healthy relationships, communication and healthy behaviors		

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Successes and Challenges:

Please share quarterly successes and challenges.

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Quarterly Invoice: Campbell County Commissioners

Submit To:
Georgia Auch
georgia.auch1@wyo.gov

Expenditures for the Month and Year of:
Submitted on:

	Program Costs	YTD Program	Admin. Costs	YTD Admin	Program Budget	Admin Budget
Salaries						
CCS					\$19,175.75	
Climb					\$10,500.00	\$1,495.75
YES					\$27,100.00	\$3,040.00
Employer Paid Benefits						
CCS					\$5,400.00	
CLIMB					\$600.00	
YES					\$3,197.00	
Employer Payroll Taxes						
CCS					\$1,000.00	
CLIMB					\$1,010.00	
YES					\$2,710.00	
Supplies						
Personal Frontiers					\$100.75	
YES					\$1,984.75	\$181.00
Participant Tuition and Class Fees						
Personal Frontiers					\$9,206.00	
Participant Class Supplies and Materials						
Personal Frontiers					\$349.00	
Participant Drug and Aptitude Screening						
Personal Frontier					\$1,050.00	
Rent and Utilities						
CLIMB					\$1,200.00	
Participant Incentives						
CLIMB					\$900.00	
Other Participant Needs						
CLIMB Mental Health Provider					\$800.00	
Sub-Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$86,283.25	\$4,716.75
Quarterly TOTAL (Program + Admin)					\$91,000.00	
Number of Participants Served						
Cost Per Participant						

TANF Participant Application and Eligibility Form

Instructions: All applicants shall complete a TANF Participant Application and Eligibility Form. Failure to provide the requested information will result in disqualification from participating in the program. The completed and signed form shall be kept in applicant's file. Participant files shall be kept for 3 years following program exit date.

PROGRAM DATA	
Program Name:	
Date of Program Enrollment:	
APPLICANT DATA	
Applicant Name:	
Social Security Number:	
Address, City, State, Zip:	
Phone:	
Date of Birth (mm/dd/yyyy):	
Parenting Adult:	☐ Custodial ☐ Non-Custodial with Financial Responsibilities ☐ Legal Guardian who is related to child(ren).
Other adult(s) in the Home and Relationship:	
Number of Children:	
Government Programs Enrolled in:	☐ SNAP ☐ Child Care ☐ LIEAP ☐ WIC ☐ POWER ☐ Medicaid ☐ Section 8 Housing
Court Ordered Child Support:	☐ Yes ☐ No Monthly Amount \$
Is applicant currently employed:	☐ Yes ☐ No
If yes, name of employer and amount:	Employer Name: Hours worked per week Hourly Wage Monthly Gross Amount
Other Income in Household?	☐ Yes ☐ No
If yes, source of income, who receives it and amount	Source: Who: Monthly Gross Amount \$
TOTAL Gross Household Income:	\$
ELIGIBILITY CHECKLIST	
Eligibility is determined at time of enrollment; future changes in status will not affect applicant's ability to complete program.	
Applicant lives in Wyoming.	☐ Yes ☐ No
Applicant is a U.S. Citizen or Legal Resident.	☐ Yes ☐ No
Applicant and her family (<i>benefit unit</i>) meet income eligibility (<i>185% of Federal Poverty Guidelines</i>).	☐ Yes ☐ No
Applicant is a parenting adult; custodial, non-custodial, or related guardian.	☐ Yes ☐ No

I certify that the above information is correct to the best of my knowledge, and I agree that this information may be released to the Wyoming Department of Family Services.

Applicant Signature

Date

I certify that the above information is correct to the best of my knowledge. I agree to protect the confidentiality of the applicant information and to use the information for authorized statistical purposes only.

Program Representative

Date

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**COUNCIL OF COMMUNITY SERVICES
SUBAWARD AGREEMENT
CFDA # 93.558**

THIS AGREEMENT is entered into by and between Campbell County, Wyoming, by and through its Board of County Commissioners ("BOARD"), of 500 S. Gillette Ave., Ste. 1100, Gillette, WY 82716 and the Council of Community Services, ("CCS"), of 114 S. 4-J Rd, Gillette, WY 82716;

RECITALS:

A. The BOARD has submitted its application to receive funding from the Temporary Assistance for Needy Families Community Partnership Initiative (TANF CPI) administered by the Wyoming Department of Family Services (DFS);

B. Through TANF CPI, DFS has awarded THE BOARD the total sum of Ninety One Thousand Dollars (\$91,000.00) to be used as approved in the Statement of Work referenced in the Contract Between Wyoming Department of Family Services and Campbell County Commissioners, effective October 1, 2022, attached hereto as Exhibit A;

C. The BOARD has entered into a contract with DFS setting forth certain terms upon which the funding is conditioned; and,

D. The BOARD desires to provide to CCS and CCS desires to accept from the BOARD the part of the awarded proceeds; namely, the sum of Twenty Five Thousand Five Hundred Seventy Five Dollars and Seventy Five Cents (\$25,575.75).

NOW THEREFORE, in consideration of the mutual covenants, agreements and representations set forth below, the above recitals, and other good and adequate consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. In exchange for the Board providing the award amount referenced in the above Recitals, CCS hereby agrees to provide services as specified and approved under the attachments referenced in Exhibit A. These services are for the period commencing October 1, 2022, and ending September 30, 2023. The terms and conditions contained in Exhibit A and all referenced attachments identified in Exhibit A are incorporated herein by this reference.

2. CCS agrees to administer the program as outlined in the attachments to Exhibit A

to the best of its ability without creating exposure of liability to the BOARD. CCS shall indemnify, hold harmless and defend the Board and its commissioners, trustees, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including, without limitation, reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (i) the acts, errors, omissions, conduct, or operations of CCS or any of its officers, agents, or employees; or (ii) any breach by CCS of any of the representations, warranties, covenants, obligations or duties contained in this Agreement; or (c) any violation of any federal, state, or local laws, rules, or regulations by CCS. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of this Agreement. It is specifically agreed and understood that a condition of the grant award is quarterly reporting and the gathering and keeping of data in order to secure output measure for reporting purposes. CCS agrees to cooperate in all respects with regard to complying with this requirement and all other requirements set forth in attached Exhibit A.

3. It is specifically agreed and understood that the amount of funding to be contributed by the BOARD is limited to the funding received from DFS through the TANF CPI grant referenced in the Recitals to this Agreement. CCS shall be responsible for any and all additional costs, including but not limited to, all liability for any costs of this program which exceed the amount of the funds received herein. Additionally, the BOARD's obligation to reimburse up to the amount of the grant funding referenced herein is conditioned upon actual receipt of the same. If for any reason the BOARD should not receive such funding, its obligations under this agreement are null and void and the terms of this agreement are not a general obligation of the BOARD or a commitment for funding out of its general revenue.

4. In the event CCS fails to abide by the terms and conditions of this Agreement or Exhibit A, the BOARD may immediately suspend payments provided for under this Agreement and transfer such funding to another entity who is willing and able to perform the services provided for under this agreement.

5. In addition to- the above remedy, in the event CCS defaults or is deficient in the performance of any term of this Agreement or any requirements as set out in Exhibit A, or any rules and regulations under the TANF CPI program, the BOARD shall have the right to exercise all

remedies provided by law or in equity, including, without limitation, the following:

- a. Immediately terminating this Agreement without further liability of obligation of The BOARD;
- b. Requiring CCS to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;
- c. Changing the method of payment to CCS; and/or
- d. Reducing, withdrawing, suspending or adjusting the amount of the funds given to CCS under this Agreement.

6. Any persons hired or engaged by CCS in the performance of this agreement shall be employees of CCS and not the BOARD for any purpose, including but not limited to, salaries, benefits, employment taxes and personnel policies and regulations.

7. The parties hereto agree that the terms and conditions of this Agreement may be amended or modified at any time upon mutual consent, in writing, of the parties hereto. No provision of this Agreement may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.

8. Construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and venue shall be the Sixth Judicial District, Campbell County, Wyoming. Customer does not waive governmental immunity and all defenses available to it pursuant to W.S. 1-39-101 et. Al. All remedies at law, in equity, by statute or otherwise shall be cumulative and may be enforced concurrently herewith or from time to time, and the election of any one or more shall not constitute a waiver of the right to pursue other available remedies.

9. CCS shall be liable to the BOARD for reasonable attorney's fees incurred by the Board in connection with the collection, or attempt to collect, any damages arising from any act or omission of CCS, or its agents or from CCS 's failure to perform any aspect of the services or fulfill any obligations or responsibilities provided under this Agreement.

10. The provisions of this Agreement shall be severable, and if any provision shall be

prohibited by law, invalid, or unenforceable in whole or in part for any reason, the remaining provisions shall remain in full force and effect.

11. The parties agree that this writing constitute the entire Agreement between them and that there are no other agreements or understandings of any kind or character except those contained within this Agreement and the attached Exhibits.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, whom have the authority to bind the respective parties have executed this Agreement as of the dates indicated below.

CAMPBELL COUNTY

Del Shelstad, Chairman

DATE

Attest:

Susan Saunders, Clerk

CCS

BY: _____

DATE

Printed Name

Printed Title

COVER PAGE

1. County/Tribe: Campbell County
2. Project/Grant Administrator. Ensures programs are being implemented correctly, communicates grant changes and provides requested paperwork and data to the Department of Family Services. All Communication regarding this proposal shall be conducted through this person.

Name: Kristin Young/Sandra Beeman

Title: Grant Specialist/Administrative Coordinator

Organization: Campbell County Government

Address: 500 S. Gillette Ave. Suite 1100 Gillette, WY 82716

Phone: 307-682-7283

Email address: Kristin.young@campbellcountywy.gov / sandra.beeman@campbellcountywy.gov

3. Primary Contact for the Sub-recipient. Implements the program.

Name: Mikel Scott

Title: Executive Director

Organization: Council of Community Services

Address: 114 S. 4J Road Gillette, WY 82716

Phone: 307-686-2730

Email address: mikel@ccswy.org

4. Program Name: Permanent Supportive Housing for Chronically Homeless Families
5. Requested Amount: \$25,575.75

6. Authorized Representative/County Commissioner Chair: Del Shelstad
(No signature required here. Signature is required on the Assurance page)

Date: April 27, 2022

Phone: (307) 682-7283

E-Mail: del.shelstad@campbellcountywy.gov

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PROPOSAL

A. Summary of Proposed Program

1. Please provide a synopsis of the program you propose.

The Council of Community Services is applying for funding for our Permanent Supportive Housing for Homeless Families (Keeping Families Together Program). Our program operates under the tenants of Low-Barrier Housing and the Keeping Families Together format. The services provided under our Supportive Housing program are designed to help parents struggling with overwhelming poverty and complex physical or mental health issues. The program works with the parents through the interventions of both our Council of Community Services Housing Case Manager, and the designated DFS case manager who work together providing constant support and stable and reliable housing. By partnering with DFS, we can provide wrap-around supportive services to six (6) families in our apartments. The goal of the program is to build the parents capacity to parent through aligned case management, a variety of classes such as parenting, health, budgeting, and even gardening, as well as assistance through the Council's other poverty alleviating programs.

The Keeping Families Together model focuses on the idea of creating a stronger environment for the entire family-not just the child or just the parents. Using this model, the families become the focal point for holistic intervention and support, preventing crisis situations and the removal of children to foster care. This form of supportive housing for vulnerable families can break the intergenerational cycle of poverty, homelessness, and abuse by providing families with services they need to stay together. It creates a better environment for the children and parents and protects children who are otherwise at high risk for abuse and neglect. Without the supportive services provided by the Council, these families may not succeed in other forms of affordable housing. By partnering child welfare services and homeless assistance programs, together we can address the complex needs of high needs families rather than each agency focusing on individual parts and pieces of the problem. Our program is different than any other program in our community and is one of only a few in the Nation. It is the only housing program in our community that houses families together and focuses on the success of the family as a whole. The Keeping Families Together initiative is the first federal investment specifically focused on creating supportive housing to reduce child welfare system involvement through the investment made by the US Department of Health and Human Services Administration for Children Youth and Families (ACYF) for a five-year evaluation in five sites based on the success of the CSH Keeping Families Together pilot programs. The Council believes that this program will prevent foster care placement for those families who are homeless or unstably housed and is a high need in our community. Data on Supportive Housing for Families Working with Department of Family Services shows that it not only increases families housing stability, but it has also been shown to improve outcomes across multiple domains such as education, employment, and health care access. These are all improvements in domains that will help to prevent future poverty situations for these families and children.

2. Is this program different from previous programs operated with TANF funds in the past?
Yes ☐ No ☒ If so, how is it different?

3. Area(s) served.

Campbell County

4. Population served.

This program serves chronically homeless, low-income families with open cases with DFS. Families are first identified for our program through their DFS case manager. The DFS case manager uses a set of criteria provided by the Council which prioritizes chronically homeless families and meets the McKinney-Vento definition of homelessness or homeless definitions under other federal statutes. The

scoring tool provided to DFS shows that each family must meet family income level that is less than 50% below current HOME median income guidelines, and we prioritize a family who is chronically homeless. Families must also meet all four (4) criteria categories and at least one criterion in each subcategory. The four (4) categories include: (1) Family has long term or repeat pattern of homelessness or housing instability (2) Family has an open case with Child Protective Services (3) Primary caregiver has persistent challenges and little support (4) Other risk factors that might put families within a higher risk factor for Child Protective Services. These risk factors include subcategories such as domestic violence, age of youngest child is under two, primary caregiver has a criminal arrest history within the past five years, household has been involved with child protective services in the past, and primary caregiver has a history of abuse or neglect as a child or spent time in the foster care system as a child.

Since supportive housing is an intensive intervention and a scarce resource, only the highest need households, those facing complex challenges and for whom housing is a factor in the imminent placement of children in out of home care, should receive services. The criteria and subcategories were meticulously chosen through the guidance of the Corporation for Supported Housing and have been used successfully by Keeping Families Together initiatives through the country. It was also designed for targeting criteria within a federal framework to ensure that supportive housing served households for whom the program would likely have the biggest effect. The key eligibility criteria for households include child welfare involved households. Households that are most likely to experience negative child welfare outcomes (e.g. out of home placement, long-term open cases, reentry to the child welfare system in the form of re-reports of abuse or neglect, and repeat open cases), households with high service needs (households with multiple needs, such as mental or physical health problems, substance use, or disabled children), and households with severe housing issues (households who are homeless or unstably housed).

5. Beginning and end date of program.

This program will run continuously. CCS operates on a calendar year budget.

6. Program availability: when is the program offered (i.e. time of day, how often, time of year)?

This program focuses on stable housing, it will run continuously. Families will be able to stay in the program as long as they need to feel stable and be successful. Typically, this is shortly after they have had success in closing their DFS case and have utilized CCS's case manager to help them find stable housing within their budget.

B. Statement of Need

The intent of TANF CPI is to provide Counties with programs that meet specific needs of their community.

1. How have you determined there is a need for the services you propose? Describe local data that was used to determine the needs of families.

In initial discussion with our local DFS office, they had a 50-family waitlist that would qualify for these apartments. We have also seen an increase in the past several years at our Homeless Shelter for families. In 2021 our Shelter housed 17 families, with more families approaching the Shelter but leaving due to not having designated family rooms. We know that number would have been much bigger because we had more funding for our Homeless Prevention program, which helps families pay rent and keeps them in their homes. Last year, our Homeless Prevention program assisted 80 families with Homeless Prevention, which included 105 children under 18.

Although CCS has received an award to renovate our homeless shelter to accommodate more families, the shelter is not the best place for families. According to data provided by Campbell County Department of Family Services, there are currently 1,097 children in the foster care system in Wyoming and 81 of those children are in Campbell County. The Council's goal through our program, is to reduce the number of children going into foster care, as well as, reduce the number of children entering and leaving the foster care system multiple times. Not only does this help the parents and children, it reduces the high cost

associated with the foster care system. In Wyoming, the current rates for foster care ranged from \$645.00 to \$732.00 a month per child.

According to Bonnie Volk, the manager of district 6 DFS for Campbell, Crooks, and Weston Counties: **“their (CCS) housing is a definite need in this community and have been a great resource to DFS. There have been several families from my unit alone in the last 6 months where council housing has given the parent a home to have their children reunified to or provided a home to keep the family together. In an open case of Katelyn's, the council is paying for a family to stay at a hotel until they have an apartment cleaned and ready for them. This family had just been evicted and children coming into care was a possibility based on not having a suitable place to live.**

Additionally, having families placed at the council assists DFS as they provide an extra set of eyes through inspection and their criteria for families to live there.”

2. What is the resource gap(s) that is being addressed by your program?

Working in extremely close partnership with the case managers and administration at our local Department of Family Services, we will work to address family homelessness and instability. This is the only supportive housing program for families in Campbell County. By immediately securing housing and then providing supportive services such as access to education, medical and dental assistance, assistance with legal fees, and basic life skills, we are helping families stay together and providing a pathway to stability.

In our supportive service facility, each family is ensured access to nutritional food, diapers, formula, and a case manager that will help them work with other agencies or facilities to provide them with what they need to care for themselves and their children. Children are more likely than adults to live in poverty in America. Child-care costs, lack of living wages, costly housing, and other factors drive many families with children into debt and put economic stability out of reach. In Wyoming, 11.0% of children under 18 lived in families with incomes under the poverty line in 2019. 12.2% of families experienced hunger and food insecurity and 8.8% of families had used high cost, high risk forms of credit to make ends meet in 2017. It can be assumed that these percentages are increasing by analyzing the number of families using our other programs. In January of 2021, Campbell County had 195 homeless students attending one of the schools in our district. The Council of Community Services is the only agency in Wyoming providing a resource to these families to stay together in a stable environment with a positive support network.

Stable housing and supportive services help give our families the opportunity to work, attend school, and participate in other programs such as CLIMB Wyoming that will help lift them out of the poverty cycle. Without housing, these opportunities become impossible and life centers around survival. Our agency provides a pathway to success by strengthening families with children by helping to overcome barriers to employment, nutrition, and medical/dental care. By addressing the needs of the whole family, we are able to shield children and their parents from the trauma of homelessness and family separation. We provide wraparound services that are voluntary, flexible, comprehensive, and easy to access. Our families have access to these services for as long or short as they need. All the services are based on helping our families stay housed, such as case management, employment assistance, mental health assistance, and connections to public assistance programs such as SNAP and Medicaid. The supports are designed to be flexible and robust enough to meet each family's unique needs. In 2020, the United States reported a 7% rise in unsheltered homelessness. It is likely much higher due to several areas not reporting due to COVID19. Permanent Supportive Housing is a proven method to reduce homelessness for the long-term. Much more so than traditional shelters and transitional housing.

3. Describe what research based programs and strategies will be utilized to make the program successful. CCS is following the Keeping Families Together Program format that has been used successfully across the country and has shown success in our community since 2017. Keeping families together leads to less trauma for the children and parents. Children that are removed from their families and enter into the foster care system have higher risk for impaired neurodevelopment, psychiatric problems, abuse, poverty, homelessness, incarceration, suicide and early death. CCS is seeking to continue to improve the lives of families in Campbell County by creating a stronger environment for the entire family-not just the child.

Families become the focal point for holistic intervention and support, and crises leading to removal of children could be averted.

The Metis Associates evaluation of the pilot program of Keeping Families Together found that family placement into the program, had a high rate of family reunification. All six children who were placed in foster care at the time of the family move-in and had the goal of reunification, ended up reunited with their families. These six children had spent a total of 3,239 days in foster care in the two years prior to the program and following the placement in Keeping Families Together, the children consumed only 744 days of foster care.

The study also concluded that the program reduced the families use of homeless shelters. In the two years prior to joining the program, the families consumed a total of 14,323 days of single-family shelter and 618 days in single and adult shelter. In the two years following, the shelter use declined to 620 days in family shelters.

By providing a permanent supportive housing, the Council seeks to reduce the rate of costs accrued to the community. By providing stable housing alongside intense case management, the program reduces the need for high-cost foster care, as well as calls to law enforcement and homeless shelter costs. Staff also helps residents manage chronic health issues by offering support, coordinating appointment, referrals, and more to help the chronically high need and DFS involved families lead healthy, independent lives. CCS is also using HMIS to measure performance based on accurate data in order to determine efficiency and ensure CCS is in line with HUD's policy priorities. HMIS will also assist our case managers in understanding how families are doing in meeting their goals.

All of our Case Manager's are trained in Adverse Childhood Experiences (ACE's). By understanding how adverse childhood experiences affect people, our managers gain an understanding of why the parents might perpetuate some form of household dysfunction. They also understand the importance of promoting resiliency in children, teaching and encouraging parents to be positive and supportive role models, and work to ensure they all live in a stable and safe environment.

C. Community Partnerships

1. A description of how community wide collaboration in planning and implementation occurred. CCS worked closely with the Department of Family Services, the Corporation for Supportive Housing, and Housing and Urban Development to implement the program in 2017. We continue to work closely with DFS to provide support services to our families that support DFS's case management and family goals. The program also supports HUD's goals of reducing family homelessness and generational poverty. All of our families receive referrals to any programs in Campbell County that would help them become more self-sufficient or will benefit the children in the home. Our Case Managers work with the families to sign up for any programs, assist in finding affordable housing, and navigate complicated government systems. Every week, our Case Manager completes an apartment inspection to ensure families are able to keep up with basic hygiene and life skills (laundry, children's homework, dishes, etc) since that can be one barrier to family reunification or a catalyst to family separation. When families are overwhelmed by these tasks, our Case Manager assists them in finding ways to complete them together as a family. CCS stays in communication with the DFS case manager to ensure that parents and children are safe and complying with all DFS requirements. CCS also participates in Child Protective Services meetings alongside DFS, Child Developmental Services, the County Attorney's office, Behavioral Health, and pertinent medical practitioners.

Families are first identified for our program through their DFS case manager. The DFS case manager uses a set of criteria provided by the Council which prioritizes chronically homeless families and meet the McKinney-Vento definition of homelessness or homeless definitions under other federal statutes. The scoring tool provided to DFS shows that each family must meet family income level that is less than 50% below current HOME median income guidelines, and we prioritize a family who is chronically homeless. Families must also meet all four (4) criteria categories and at least one criterion in each subcategory. The four (4) categories include: (1) Family has long term or repeat pattern of homelessness or housing

instability (2) Family has an open case with Child Protective Services (3) Primary caregiver has persistent challenges and little support (4) Other risk factors that might put families within a higher risk factor for Child Protective Services. These risk factors include subcategories such as domestic violence, age of youngest child is under two, primary caregiver has a criminal arrest history within the past five years, household has been involved with child protective services in the past, and primary caregiver has a history of abuse or neglect as a child or spent time in the foster care system as a child.

2. List the community partners involved in the program implementation and the resources that will be provided by each partner.

(Additional lines/pages may be added if needed.)

Community Partner	Resource that will be provided
Department of Family Services	Referrals, Case Management, Supportive Services
Campbell County School District/ McKinney Vento	Funding for supplies/technology
Wyoming Continuum of Care	Resources/Program Support
Corporation for Supportive Housing	Program Support/Oversight/Technical Assistance
Housing and Urban Development/NOFA	Program Funding
Early Head Start	Support for Families/Education Opportunities

3. Describe how the program will be sustained by the community beyond the funding period.
The Council of Community Services has been in operation for over 50 years. Our apartments for families have been operating under different family programs since 1999. HUD has allocated funding through the CoC NOFA grant to support some of the operations of the program, as well as using some of that funding to assist in supporting the clients directly with medical, legal, and other supportive costs to help them achieve stability. As a private nonprofit, CCS also uses monetary and in-kind donations to support families whenever possible. In the last several years, CCS has worked diligently to advertise the programs available to the community and has been able to expand our donor base.

D. Project Goals and Outcomes

1. **Goals for the Project:** What are the goals of your program? How will you serve TANF eligible individuals/families?

The goals for our Permanent Supportive Housing for Chronically Homeless Families is to stabilize families who are either at risk of family separation or are working toward family reunification. We are requesting 36,400 for this program from TANF so we can hire one case manager that is completely dedicated to our family reunification apartments. As the Council is expanding our services across our agency and serving a higher number of individuals in most departments, we feel that an additional case manager who's sole focus can be on the wellbeing of our families would be an incredibly positive addition to the program. It will become increasingly difficult and time consuming to help families gain access to mental health care and substance abuse treatment as the State of Wyoming is forced to make large budget cuts in these areas. Someone that can navigate these barriers alongside the family will become necessary.

Stabilization of a family would mean that they are reunified and DFS has deemed their case closed. It would also mean that they have shown progress toward other goals such as increased income, ability to create and maintain a budget, ability to maintain a safe home environment, and the ability to communicate effectively with their partner and children. These goals are easier to achieve with supportive housing. The reduced rent payments of the supportive apartments require income but allow for flexibility to continue education or seek higher paying employment. The supportive services provided by CCS help the families navigate through the barriers that have been holding them back from success.

Preventing families from separation or reunifying families quickly, lessens the trauma that occurs to both the parents and children. The trauma caused by separation has been shown to lead to negative outcomes for the children resulting in behavior problems, learning difficulties, and poor mental health. Our partnership with DFS removes the high barrier of housing immediately and allows for quicker unification of parents with children. By working together and bringing in other partners such as Head Start/Early Head Start, Campbell County School District, Boys and Girls Club, and many other local agencies, we successfully provide the support our families need to be self-sufficient. We are providing assistance to the most difficult DFS families who are using the most resources in Campbell County. Since April 2017, we have housed 25 adults and 58 children in our supportive housing apartments. Our partnership with DFS has seen 8 families successfully move straight into permanent housing, while 4 families are still currently housed in the program. 3 parents have successfully completed treatment and are now living in stable housing. Just in 2020, we have housed 11 families, 9 of which have already been able to close their neglect cases with DFS.

Our goal is to assist DFS Case Managers in addressing family's barriers to success. We meet weekly with each family in order to address ongoing problems such as trouble with basic living skills, such as keeping a clean and hygienic home for the family. They work with families on how to make chore charts, what a clean home should look like, and how parents need to model behavior for their children. CCS Case Managers work with families on communication skills and conflict resolution. We provide life skills classes, budget classes, and even family gardening days and healthy cooking days. Our goal is to enable the parents to feel stable and empowered by supporting them and increasing their skill set for future self-sufficiency. Because most of the families entering the program are the families with the highest need, they often lack knowledge of basic skills, healthy coping strategies, and appropriate communication. Our program helps them learn these, gains them access to resources, while providing them extremely low-income housing and support. The program provides the families with the tools they need for success.

Each family is different that enters our program and our case managers adjust to help them set and reach their goals. Some families are quickly reunited and graduate from the program and others take longer to reach stability. For example, Laura entered our program and quickly gained employment and had regular visits with her son. But, because she had let her abuser come around, she was not able to fully reunite with her son. After weekly case management meetings and having the Council's housing and support programs, she felt able to completely separate herself from her abuser and no longer rely on him financially. Within 6 months of living in our supportive apartments, she was able to fully reunite with her son and her case was closed at DFS. By having a stable and safe place to live, she was able to break free from abuse, increase her wages, and be united with her son. After her case was closed, Laura decided to stay in our apartments. Once she gained enough confidence and savings, she was able to successfully move out on her own into stable permanent housing.

2. **Outcomes:** Using the chart below, please identify the **measurable** outcomes you expect for TANF eligible individuals/families as a result of program implementation in order to meet the above goals? These measurements will be used to evaluate the program's success.

Complete your outcomes for TANF CPI: (additional lines/pages may be added if needed)

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
Children exit foster care and unified with parents	Clients will be reunified with children in their home	Weekly case management meetings and apartment walk-throughs to meet DFS case goals	Notes entered into HMIS to track goal progress
Family exits program into stable housing	Clients will be reunified or stabilized and move into stable housing	Clients meet with case manager weekly to evaluate goal progress and work toward stability	Will be entered into HMIS to show clients have successfully graduated from program and into stable housing

Parents gain knowledge of basic life skills	Clients show progress on weekly apartment walk-throughs	Clients will meet with case manager to discuss barriers and problems with apartment walk-throughs.	Will be entered into HMIS data tracking system to evaluate progress and track successes
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3. Describe your data collection methods to be used.
The Council will be able to track this data using HMIS and the Coordinated Entry system. HMIS will track the family length of homelessness, how many times they were homeless, and when they entered permanent housing. This information will help the Council in establishing system-level performance measures which can be reported to our State CoC. The council will also work with families who are unstable in their housing and are at risk of becoming homeless, thus reducing the number of families that enter homelessness. This data will also be tracked through the HMIS system. Families who apply for the program will work with the Case Manager to fill out a VI-SPDAT in HMIS and be entered into the Coordinated Entry system, regardless of whether or not they qualify or enter the program. Any data collected will ensure that the Council can continuously evaluate the programs performance over time and be able to make changes during evaluation that may prove more successful.
4. How will you evaluate the effectiveness of the TANF program for individuals/families served? How do you determine the success of your program?
Once families are placed in our Permanent Housing program, they will receive intense case management, with the goal of increasing stability, as well as income through services such as Skills Training, access to continuing education, Social Security and Social Security Disability when possible, meeting TANF's performance goal to, "create effective pathways to economic opportunity, including access to mainstream education and training and individualized services for those with barriers to employment". Services will help to ensure that those families who enter our Permanent Housing do not return back to homelessness. The Council will be able to track client's rates of return to homelessness or success in stable housing through HMIS and Coordinated Entry. These rates will help the Council determine the success of the program and meet the goals of "alleviate poverty and prevent hardship among children and families, and programs or services to keep children in their homes or in the homes of relatives". The Council's Section 8 Voucher assistance will help the families exit Permanent Housing when they are ready and enter into low-income rental units. This will help families stay in stable housing and decrease their chance of going back into homelessness.

G. TANF Recruitment

1. Describe your recruitment and enrollment process or TANF eligible individuals/families?
Families who meet the chronic homeless definition and also meet at least one criterion in each sub- category could be eligible to go to the top of the priority list. Those families that are identified by DFS, are advised to make contact with the Housing Case Manager at the Council. Those families work with the Housing Case Manager to fill out a VI-SPDAT assessment. The assessment will help to prioritize the neediest families based on a scoring system. Each family is then also entered into the Coordinated Entry system, regardless of whether they make it into our Supportive Housing Program. Families are then put on a waitlist for an apartment unit, with the highest need families receiving priority.

Once families are in the program, they are referred by their Council case manager to the Council's other programs such as our Food Pantry, Soup Kitchen, Medical and Dental Emergency Funding, and when families are stable and ready to move out, they are assisted with Section 8 applications. When families leave our program, priority will be given to chronically homeless families for permanent housing. Should there be no chronically homeless families within our area, the available permanent housing will go to the family with the highest priority using the VI-SPDAT assessment and the Coordinated Entry system. Families will also receive services through our Seconds on the Avenue Thrift Store which will provide the family with vouchers for free clothing, furniture, school supplies for children, and necessary household items such as cookware, kitchen tables, and cooking appliances. These items will assist the families in setting up their stable household.

One example of a successful family is Sarah, who is a single mom with three children. Sarah was supposed to move in in April of 2019. The plan was to be released from substance abuse treatment into our apartments. She had paid her initial deposit and completed all of her required paperwork for our apartments and our apartment was being held for her. Once released from treatment she faced a setback. She had gotten into a physical altercation with another woman. She was returned to jail and went to a longer- term treatment facility for substance abuse. She was released again and was staying with friends until an apartment was available in our supportive housing. During that time, her friend's house that she was staying at burned down and she lost what physical belongings and paperwork she had. This made it impossible to be reunited with her children since she became homeless and living on the street.

Our Case Manager worked with Sarah to once again begin her introduction into our program. Once one of our apartments became available, she was ready to move in. She moved in and successfully worked with one of our case managers to take advantage of what our program can offer. She worked hard and graduated drug court. She was then reunited with her children and her DFS case was able to be closed. She applied for college and will begin her classes this summer. She did all of this during the Covid19 pandemic. Having a stable living environment was the catalyst she needed to start her life over, free from drugs and violence. Anytime she ran into a barrier or a trigger, she had supportive services to lean on. We are immensely proud of our program participants. Sarah was ready to take this opportunity. Some of our participants are much slower to excel than Sarah, and that is okay too. Each family is able to go at their own pace to become a success.

2. What is the projected number of TANF eligible individuals that will be served by this program?
We are able to house 6 families at a time with a maximum of 43 people. We project that we will house 35 people, with 15 of those being TANF eligible parents.
3. Provide an explanation on how income information will be gathered to determine TANF eligibility.
Income eligibility shall be established by verifying gross family income for the previous month. Applicants shall use a TANF Eligibility Intake Form. A copy of the TANF Eligibility Intake Form shall be attached to this proposal.

CCS Case Manager will use client's previous monthly income to determine their income eligibility for TANF services. Client's will need to meet 185% Family Poverty Level. For households with more than 8 persons, \$8,288/year will be added for each additional person.

DFS case manager also uses a set of criteria provided by the Council which prioritizes chronically homeless families and meets the McKinney-Vento definition of homelessness or homeless definitions under other federal statutes. The scoring tool provided to DFS shows that each family must meet family income level that is less than 50% below current HOME median income guidelines, and we prioritize a family who is chronically homeless.

BUDGET

Instructions:

1. The budget of the program should be described with enough detail that expenditures of funds could be easily reviewed. Preference will be given to programs concentrating on services rather than programs building their administrative structure.
2. List costs of the program including program costs, administrative costs, total costs, and estimated cost per individual/family.
 - a. The Proposer shall submit a proposed budget in line item detail listing each employee's compensation and benefits and each category of expenditure and the proposed amount. The Contractor shall be required to use the invoice form attached to this proposal.
 - b. The budget shall include a narrative of duties of each employee and an explanation of each line item stating the purpose of the expenditures.

- c. The Proposer shall separate all administrative costs to verify compliance with administrative limitations.
 - d. Administrative expenses shall not exceed 10% of the non-administrative expenses.
3. Only expenses related to services to TANF eligible individuals/families can be billed to TANF CPI. This means that all grant expenses must show the formula for how the allocation of expenses is determined for TANF eligible individuals/families funded under this proposal. Expenses are based on the percentage of TANF individuals/families vs non-TANF individuals/families served as well as the percentage of time working on TANF-related activities.
 4. Program costs are associated with direct service delivery to TANF eligible individuals/families (i.e. salaries, supplies, facilities rent). Administrative costs are associated with activities needed to support the program, but are not a direct service to families (i.e. data collection, completion of reports).

Budget:

1. TANF funds are limited and can only provide a portion of the funding needed for services. What are your other funding sources that will be used to operate the program? (i.e. *Cash contributions and non-federal funds used to support*)

We receive HUD funding from the Continuum of Care grant. We receive about 30,000 in operating money and 20,000 in direct client assistance. The Council also uses fundraising income to help support the program and will continue to utilize this funding stream for all programs.

2. What are the cost/benefits of providing this program? In other terms, what is the Return on Investment (ROI)? ROI is a performance measure used to evaluate the efficiency of an investment.

The program is not only designed to assist high need families and keep children out of foster care, it also reduces the costs in public service use. Because our program is so new, we do not have local data on success rates, but according to a Metis Associates evaluation of the Keeping Families Together program, the cost of this supportive housing intervention does reduce public service use by the families. The analysis examined the costs associated with the families use of foster care services and homeless shelter in the two years prior to and two years following family placement into Keeping Families Together. The changes in public costs associated with the reduced use of these two service systems were then compared with the cost of supportive housing.

The cost offset analysis found that families placed into the program, reduced their actual and potential use of foster care services by a total of 5,415 days over two years, and their shelter use by 13,703 days over two years. The analysis shows that this reduction in foster care and shelter days, represented a total offset in costs of \$1,866,592 over two years (\$64,365 per family). In this analysis, Metis Associates is assuming a two-year per unit cost of supportive housing of \$66,552. Under this assumption, foster care and shelter reductions alone offset 97% of the cost of supportive housing.

According to data provided by Wyoming Foster Care, 1,239 children were in the foster care system in Wyoming in 2011. 642 of those were placed into foster homes with the average length of stay being 334.60 days. 72% of the young people leaving the system in 2011 were reunified with their birth parent(s) after their foster care stay. The Council's goal through our program, is to reduce the number of children going into foster care, as well as, reduce the number of children entering and leaving the foster care system multiple times. Not only does this help the parents and children, it reduces the high cost associated with the foster care system. In Wyoming, as of 2010, the rates for foster care ranged from \$645.00 to \$732.00 a month per child. Specialized care rates were \$650.00 to a maximum of \$800.00 per month per child.

The Metis Associates evaluation of the pilot program also found that family placement into the Keeping Families Together program, had a high rate of family reunification. All six children who were placed in foster care at the time of the family move-in and had the goal of reunification, ended up reunited with their families. These six children had spent a total of 3,239 days in foster care in the two years prior to the

program and following the placement in Keeping Families Together, the children consumed only 744 days of foster care.

The study also concluded that the program reduced the families use of homeless shelters. In the two years prior to joining the program, the families consumed a total of 14,323 days of single-family shelter and 618 days in single and adult shelter. In the two years following, the shelter use declined to 620 days in family shelters.

By providing a permanent supportive housing, the Council seeks to reduce the rate of costs accrued to the community. By providing stable housing alongside intense case management, the program reduces the need for high cost foster care, as well as calls to law enforcement and homeless shelter costs. Staff also helps residents manage chronic health issues by offering support, coordinating appointment, referrals, and more to help the chronically high need and DFS involved families lead healthy, independent lives. CCS is also using HMIS to measure performance based on accurate data in order to determine efficiency and ensure CCS is in line with HUD's policy priorities. HMIS will also assist our case managers in understanding how families are doing in meeting their goals.

Annual Amount Requested from Proposal: \$25,575.25

	Program Costs	Admin Costs	Summary and Justification for Budget Expense
Salaries <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Wages for all staff who provide direct client services.	19,175.75		We have staff who monitor the building and are available to residents 24 hours a day. The families would also have a dedicated Case Manager who only works with the chronically homeless families in the program and the individuals in our phase 3 apartments 8am-5pm in the office.
Employer Paid Benefits <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Benefits for all staff who provide direct client services.	5,400		Paid benefits include sick leave, vacation leave, and a portion of health insurance costs.
Employer Payroll Taxes <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Taxes for all staff who provide direct client services.	1,000		
Supplies <u>Admin:</u> Supplies and expenses needed to manage the grant. <u>Program:</u> Supplies needed for instructor use. *cannot include computers			
Recruiting and Marketing			

*cannot include promotional items.			
Travel Travel necessary to serve participants.			
Rent and utilities Rent and utilities for space provided to direct services for participants. *cannot be used for participant rent/utilities			
Participant Tuition and Class Fees			
Participant Class Supplies and Materials			
Participant License and Certification Fees			
Participant Drug and Aptitude Screening Can include other types of assessments.			
Work Support Services and Clothing			
Participant Wages			
Participant Fringe Benefits			
Participant Incentives			
Other Participant Needs: Description -			
Sub-Totals	25,575.75		Total Administrative Costs cannot exceed 10% of your total <u>Program</u> Costs
TOTAL BUDGET	25,575.75		
Number of TANF Participants Planning to Serve	15		
Cost Per TANF Participants	1,705		

**GILLETTE CLIMB WYOMING
SUBAWARD AGREEMENT
CFDA # 93.558**

THIS AGREEMENT is entered into by and between Campbell County, Wyoming, by and through its Board of County Commissioners ("BOARD"), of 500 S. Gillette Ave., Ste. 1100, Gillette, WY 82716 and the Gillette Climb Wyoming, ("CLIMB"), of 405 Boxelder Rd, #B4, Gillette, WY 82718;

RECITALS:

A. The BOARD has submitted its application to receive funding from the Temporary Assistance for Needy Families Community Partnership Initiative (TANF CPI) administered by the Wyoming Department of Family Services (DFS);

B. Through TANF CPI, DFS has awarded THE BOARD the total sum of Ninety One Thousand Dollars (\$91,000.00) to be used as approved in the Statement of Work referenced in the Contract Between Wyoming Department of Family Services and Campbell County Commissioners, effective October 1, 2022, attached hereto as Exhibit A;

C. The BOARD has entered into a contract with DFS setting forth certain terms upon which the funding is conditioned; and,

D. The BOARD desires to provide to CLIMB and CLIMB desires to accept from the BOARD the part of the awarded proceeds; namely, the sum of Sixteen Thousand Five Hundred Five Dollars and Seventy Five Cents (\$16,505.75).

NOW THEREFORE, in consideration of the mutual covenants, agreements and representations set forth below, the above recitals, and other good and adequate consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. In exchange for the Board providing the award amount referenced in the above Recitals, CLIMB hereby agrees to provide services as specified and approved under the attachments referenced in Exhibit A. These services are for the period commencing October 1, 2022, and ending September 30, 2023. The terms and conditions contained in Exhibit A and all

referenced attachments identified in Exhibit A are incorporated herein by this reference.

2. CLIMB agrees to administer the program as outlined in the attachments to Exhibit A to the best of its ability without creating exposure of liability to the BOARD. CLIMB shall indemnify, hold harmless and defend the Board and its commissioners, trustees, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including, without limitation, reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (i) the acts, errors, omissions, conduct, or operations of CLIMB or any of its officers, agents, or employees; or (ii) any breach by CLIMB of any of the representations, warranties, covenants, obligations or duties contained in this Agreement; or (c) any violation of any federal, state, or local laws, rules, or regulations by CLIMB. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of this Agreement. It is specifically agreed and understood that a condition of the grant award is quarterly reporting and the gathering and keeping of data in order to secure output measure for reporting purposes. CLIMB agrees to cooperate in all respects with regard to complying with this requirement and all other requirements set forth in attached Exhibit A.

3. It is specifically agreed and understood that the amount of funding to be contributed by the BOARD is limited to the funding received from DFS through the TANF CPI grant referenced in the Recitals to this Agreement. CLIMB shall be responsible for any and all additional costs, including but not limited to, all liability for any costs of this program which exceed the amount of the funds received herein. Additionally, the BOARD's obligation to reimburse up to the amount of the grant funding referenced herein is conditioned upon actual receipt of the same. If for any reason the BOARD should not receive such funding, its obligations under this agreement are null and void and the terms of this agreement are not a general obligation of the BOARD or a commitment for funding out of its general revenue.

4. In the event CLIMB fails to abide by the terms and conditions of this Agreement or Exhibit A, the BOARD may immediately suspend payments provided for under this Agreement and transfer such funding to another entity who is willing and able to perform the services provided for under this agreement.

5. In addition to- the above remedy, in the event CLIMB defaults or is deficient in the performance of any term of this Agreement or any requirements as set out in Exhibit A, or any rules and regulations under the TANF CPI program, the BOARD shall have the right to exercise all remedies provided by law or in equity, including, without limitation, the following:

a. Immediately terminating this Agreement without further liability of obligation of The BOARD;

b. Requiring CLIMB to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;

c. Changing the method of payment to CLIMB; and/or

d. Reducing, withdrawing, suspending or adjusting the amount of the funds given to CLIMB under this Agreement.

6. Any persons hired or engaged by CLIMB in the performance of this agreement shall be employees of CLIMB and not the BOARD for any purpose, including but not limited to, salaries, benefits, employment taxes and personnel policies and regulations.

7. The parties hereto agree that the terms and conditions of this Agreement may be amended or modified at any time upon mutual consent, in writing, of the parties hereto. No provision of this Agreement may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constituted a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.

8. Construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and venue shall be the Sixth Judicial District, Campbell County, Wyoming. Customer does not waive governmental immunity and all defenses available to it pursuant to W.S. 1-39-101 et. Al. All remedies at law, in equity, by statute or otherwise shall be cumulative and may be enforced concurrently herewith or from time to time, and the election of any one or more shall not constitute a waiver of the right to pursue other available remedies.

9. CLIMB shall be liable to the BOARD for reasonable attorney's fees incurred by the

Board in connection with the collection, or attempt to collect, any damages arising from any act or omission of CLIMB, or its agents or from CLIMB's failure to perform any aspect of the services or fulfill any obligations or responsibilities provided under this Agreement.

10. The provisions of this Agreement shall be severable, and if any provision shall be prohibited by law, invalid, or unenforceable in whole or in part for any reason, the remaining provisions shall remain in full force and effect.

11. The parties agree that this writing constitute the entire Agreement between them and that there are no other agreements or understandings of any kind or character except those contained within this Agreement and the attached Exhibits.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, whom have the authority to bind the respective parties have executed this Agreement as of the dates indicated below.

CAMPBELL COUNTY

Del Shelstad, Chairman

DATE

Attest:

Susan Saunders, Clerk

CLIMB

BY: _____

DATE

Printed Name

Printed Title

COVER PAGE

1. County/Tribe: Campbell County
2. Project/Grant Administrator. Ensures programs are being implemented correctly, communicates grant changes and provides requested paperwork and data to the Department of Family Services. All Communication regarding this proposal shall be conducted through this person.

Name: Kristin Young/Sandra Beeman

Title: Grant Specialist/Administrative Coordinator

Organization: Campbell County Government

Address: 500 South Gillette Avenue, Suite 1100, Gillette, WY 82716

Phone: (307) 687-6324

Email address: kristin.young@campbellcountywy.gov / sandra.beeman@campbellcountywy.gov

3. Primary Contact for the Sub-recipient. Implements the program.

Name: Dane Joslyn

Title: Program Director

Organization: Gillette Climb Wyoming

Address: 405 West Boxelder Road #B4, Gillette, WY 82718

Phone: 307-685-0450

Email address: dane@climbwyoming.org

4. Program Name: Climb Wyoming in Campbell County

5. Requested Amount: \$16,505.75

6. Authorized Representative/County Commissioner Chair: Del Shelstad

Date: April 27, 2022

Phone: (307) 682-7283

E-Mail: del.shelstad@campbellcountywy.gov

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PROPOSAL

A. Summary of Proposed Program

1. Please provide a synopsis of the program you propose.

Climb Wyoming's mission is for low-income single mother families to discover self-sufficiency through career training and placement. Providing free services to those most in need, Climb excels at supporting TANF families and directly aligns with TANF purposes. Climb will recruit approximately 50 candidates and work closely with them to increase their stability through connection to critical resources. Climb will enroll approximately 20 TANF eligible single mothers and continue services to about 10 mothers already enrolled in the career training and job placement phase program for a total of 30 participants. Key components of the intensive training include life skills and work readiness skills, mental health services, industry-specific skills aligned with each career, and job placement based on each participant's unique strengths and interests. Climb will also continue to work with approximately 35 graduates that receive continued support by staff that is often critical to their long-term job success. Climb staff provide hundreds of hours of support to the single mothers they work with in each phase of the program.

2. Is this program different from previous programs operated with TANF funds in the past?

Yes ☐ No ☒ If so, how is it different?

3. Area(s) served.

Gillette Climb primarily serves low-income single mothers from Campbell County.

3. Population served.

Climb serves those most in need across the state. On average, Climb participants enter the program at 30% of the Federal Poverty Level. More than half of the participants seeking Climb services are unemployed and the remaining 43% of participants are employed in low wage jobs. Statewide, single moms have suffered more than any other household type from job loss, food insecurity, and lack of child-care options during the pandemic. During the pandemic, half of single moms didn't know how they would feed their kids (US Census Bureau). Climb moms' barriers to employment are deep as demonstrated through the following statistics: 60% have children under the age five; 68% are facing intergenerational poverty; 41% have changed jobs more than three times in one year; 34% of participants indicate a history of substance abuse; 38% have defaulted or failed to pay a loan; 56% have indicated having a legal history; and only 16% of participants come to Climb with private health insurance.

4. Beginning and end date of program.

October 1, 2022 – September 30, 2023

5. Program availability: when is the program offered (i.e. time of day, how often, time of year)?

The Gillette Climb site usually runs two trainings per year offered in the Spring and Fall. Program research and planning happens throughout the year along with candidate services and recruitment. Once the training focus is determined, outreach to potential participants and information meetings are held advertising the upcoming training. The intensive portion of the training lasts on average for three months depending on the job skills training curriculum and certificate type. The career training serves a group of 10 to 12 TANF eligible single mothers. Program days run from approximately 9am - 5pm. The length of the intensive portion of the training allows participants to enter the workforce as quickly as possible. Beyond job training, this phase includes life and workplace skills and therapeutic support. The subsidized job placement lasts approximately six to eight weeks and is tailored to meet the needs and goals of each participant. After this time period, the participant is expected to find success in their career and can access graduate support services. After program completion and job placement, Climb graduates have consistent communication with staff and their peers to support their long-term success.

B. Statement of Need

The intent of TANF CPI is to provide Counties with programs that meet specific needs of their community.

1. How have you determined there is a need for the services you propose? Describe local data that was used to determine the needs of families.

At Climb, we strive for a safe, open, affirming, and inclusive environment – an environment that allows both single mothers and staff to thrive. As Climb serves families most in need, staff know it is crucial to meet a diverse population with inclusive strategies and practices. The average age of Climb participants is 30 with 45% of participants between the ages of 21 and 30. On average, each participant has two children.

Single moms have carried the burden of the pandemic, suffering more than any other household type from job loss, food insecurity, and lack of child-care options. According to the Census Bureau's Household Pulse Survey Data, single mother families reported struggling with food and rent at higher rates during the COVID-19 Pandemic (38% of single mothers versus 19% single fathers and 18% multi-parent). The toxic stress of poverty—feeling scared, juggling hard decisions, being hungry—dramatically impacts how the brain functions. The single moms who come to Climb are under such high levels of stress that it has impacted their emotional regulation, planning, and decision-making abilities, which creates barriers to work readiness and success. Poverty passed down from one generation to the next creates significant barriers to job success, trapping low-income single mothers and their children in a cycle that Climb participants are ready to break.

2. What is the resource gap(s) that is being addressed by your program?

The generational cycle of poverty creates isolation in the lives of the single mothers who come to Climb. Lacking strong and positive relationships is a barrier to success that Climb participants face. The Climb program works in groups of 10-12 moms that allow participants to discover relationships and engage with their peers, learn conflict resolution and self-regulation, build networks that last beyond the program, foster relationships that build trust and safety, and accelerate their skills to find success at work and at home. Finding a place in a professional community directly relates to a graduate's ability to maintain employment after the program. In response to the pandemic, Climb has leveraged and adapted the best of our group model developed over the past 35 years.

According to the US News and World Report (June 10, 2021), two-thirds of professional mental health shortages are in rural or partially rural parts of the country, the report says, "Wyoming has the largest proportion of their populations living in mental health shortage areas, at 96.4%". Mental health is a foundation of the Climb model and each site prioritizes contracting with a Licensed Mental Health Provider. The Mental Health Provider guides the team in maintaining a psychologically informed environment. All participants complete a pre- and post-Mental Health Assessment, allowing participants to be honest and forthright about their histories and struggles, while supporting staff in quickly understanding barriers to support each mom into the future. Weekly group counseling sessions are one of the most important parts of the program and are central to the Climb model. Consistent individual counseling sessions assist participants in increased awareness, identifying and understanding their unique and individual strengths, and strategies to support their challenges.

3. Describe what research based programs and strategies will be utilized to make the program successful.

Key components and strategies to make the program successful include the following:

- **Pre-program stabilization:** includes one-on-one work to connect to critical resources while maintaining a focus on employment
- **Comprehensive case management:** provided by staff who create trust and a safe environment to address the most difficult barriers and assess needs and priorities
- **Industry research:** staff network throughout the year to identify high growth training and employment opportunities and high demand occupations to provide workforce solutions

- **Mental health:** includes pre and post assessments to identify barriers, group and individual counseling focused on increasing awareness and practicing skills to support long-term success at work
- **Skills training:** life skills and work readiness skills such as budgeting, conflict management, healthy relationships, and parenting as well as pre-employment skills as job searching, resume writing, mock interviews, and workplace communication
- **Job training and placement in high demand careers:** improves family economic stability and decreases dependence on government benefits
- **Working in cohorts:** creates support network and a community in which women practice healthy relationships and communication, build confidence and learn the value of social capital as they begin new careers
- **Post program support:** graduate support includes networking, group meetings, problem solving difficult work situations and celebrating success
- **Flexible program design:** allows staff to shift industry training based on local economic needs while also adapting training to be in person or online based on community needs, health and safety.

C. Community Partnerships

1. A description of how community wide collaboration in planning and implementation occurred.

Since collaboration is a cornerstone of our efforts, Climb leverages existing services without duplication. Staff will work closely with partners and collaborating organizations to share strengths and resources. During recruitment and candidate outreach, Climb works with referral agencies to engage participants including Department of Family Services, County Public Health, local mental health centers, community resource centers, and local schools. During training, Climb collaborates with training entities, community colleges, and employers to design effective training curriculum and schedules. Community members from different sectors provide work readiness and life skills training sessions. Local professionals often volunteer as mock interviewers. During the career placement, Climb collaborates with employee partners. After participants are placed in careers, Climb provides ongoing support by referring women to local community partner organizations as needed.

A great partner that resulted from a recent Certified Nursing Assistant training is the Legacy Living and Rehabilitation Center, part of the Campbell County Healthcare System. As one of the main employers in the County, the hospital requires high quality employees to deliver excellent care. In order that the graduates meet expectations, Climb staff listened to the needs of the hospital prior to the training and worked closely with them on important skills to include in the training. Staff also had an excellent relationship with Sue Howard as a lead trainer. Legacy Living, along with Primrose Retirement, have hired graduates who are filling a critical healthcare need in the local workplace.

2. List the community partners involved in the program implementation and the resources that will be provided by each partner.

(Additional lines/pages may be added if needed.)

Community Partner	Resource that will be provided
Advocacy of Visual Arts	Referrals and resources
Campbell County Extension Officer	Referrals and resources
Campbell County Health	Community partner
Campbell County Senior Center	Employer partner
Council of Community Services	Community partner

Department of Family Services	Referral partner
Gillette College	Training partner
Legal Aid Wyoming	Resource partner
Legacy Living and Rehabilitation Center	Training and employer partner
MGM Enterprises, Inc.	Employer partner
Mountain West Commercial Driving School	Training partner
Salvation Army	Community partner
TCRI Energy Services	Employer partner
YES House Transitional Living	Resource partner
Salvation Army	Community Partner

3. Describe how the program will be sustained by the community beyond the funding period.

To continue providing a comprehensive tuition-free program to Campbell County low-income single mothers and their families, Climb relies on critical public funding including the funding received from the *Community Partnership Initiative* grant. Climb recognizes the importance of diversified braided funding to support long-term sustainability. Collaboration with individual and corporate donors as well as local city and county funding allows Climb to remain sustainable in Campbell County while responsibly leveraging donations with this grant. For many years, Climb's effective model has worked to move Campbell County families out of poverty and has supported the TANF program's important purposes.

D. Project Goals and Outcomes

1. **Goals for the Project:** What are the goals of your program? How will you serve TANF eligible individuals/families?

The Climb proposal serving TANF eligible families includes the following goals:

- The Climb Wyoming program improves family economic stability by offering free case management and career training leading to long-term employment to those most in need. As participants move into full-time employment, their average monthly wages more than double (113% wage increase).
- Training will be linked to high growth and high demand occupations. Climb driven by workforce demand. Climb has flexibility to adapt trainings driven by industry needs and has offered many different programs in industries such as Commercial Driver's License, Professional Office Careers, and Medical Careers that meet local workforce needs.
- Moms will decrease dependency on government benefits. Two years post program, over 75% of graduates who were using food stamps before Climb decreased their dependence. Additionally, the percentage of participants accessing public health insurance decreases by 54% from program enrollment to two years post-program.
- Climb's comprehensive model includes extensive life and work readiness skills that address barriers and prepare participants for work including parenting, nutrition, and budgeting and resume preparation, interviewing, and conflict management.
- All participants will receive group and individual counseling from a Wyoming Licensed Mental Health Counselor.
- Climb staff provide case management for all single mothers who connect to Climb. Climb case management focuses on employment and is dynamic and unique to each mom's specific barriers.
- Climb's expertise in rural poverty alleviation includes connecting single mothers to community

partners and networks across the State. Staff maintain strong relationships with referral agencies and community partners for collaboration.

- Climb Business Liaisons will develop employer partnerships and work with each participant to help secure long-term employment opportunities and participate in employer evaluations.
- The Climb model offers a group concept allowing participants to discover relationships and engage with their peers, learn conflict resolution and self-regulation, and build networks.

Climb's innovative and comprehensive programming leads low-income single mothers into long-term employment to support the purposes of the Temporary Assistance for Needy Families (TANF) program. The therapeutic and skills-based programming helps end the dependence of single mother families on government benefits. The State of Wyoming has saved \$117 million over the past 35 years from decreased dependence on public assistance programs (i.e., food stamps, insurance, and housing) among graduates (Wyoming Department of Family Services, Wyoming Department of Health-Medicaid, Wyoming LIHEAP FY2017 State Profile, U.S. Department of Housing and Urban Development). Climb's two-generational approach, including family days, parenting skills, and case management, allows children to be cared for in their own homes. Staff have seen that when parents increase their income, children have greater access to academic and extracurricular activities, more stable schedules, and role models for career success. Along with increased income and consistent schedules, Climb participants learn about themselves through weekly counseling, life skills classes, and communication strategies. Climb programming supports the additional TANF purposes by providing mental health services, program design including the cohort model, providing access to women's healthcare, connection to resources and life skills focused on healthy relationships, communication, and boundaries.

2. **Outcomes:** Using the chart below, please identify the **measurable** outcomes you expect for TANF eligible individuals/families as a result of program implementation in order to meet the above goals? These measurements will be used to evaluate the program's success.

Complete your outcomes for TANF CPI: (additional lines/pages may be added if needed)

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
Show progress each quarter toward the final goal of 80% of the individuals enrolled in the program successfully completing the program.	80% of participants who enter the program will successfully complete it.	During recruitment, Climb staff help participants address any barriers including childcare and transportation. During the program Climb advocates for participants and provides mental health counseling to overcome barriers for success.	Climb tracks the participants who graduate in our customized participant database that can demonstrate trends over time.
75% of Climb program graduates will be employed after program completion.	75% of these program graduates will be employed after program completion.	Climb programs include pre-employment skills including job searching techniques, resume writing, interviewing techniques, employee/employer relationships, and job retention. Climb staff work with the participants to ensure a successful interview process and support the participant	Climb conducts participant follow-ups at 3-month intervals from program completion to 24 months post program. Climb collects employment data such as place of employment, hours per week and hourly wages as well as participant and child health insurance data. From program end to 12 months, Climb collects this data by Climb staff contacting participants via phone, email or

		during job placement as she practices new skills.	text. From 15-24 months, Climb contracts with the Wyoming Survey and Analysis Center (WYSAC) to conduct the follow-ups via phone survey.
Show progress each quarter toward the final goal of individuals who completed the program earning 90% higher wages than when they entered the program.	75% of program graduates will be employed after program completion and will be earning a 90% higher wage than they were before the program.	Comprehensive training develops the participants' strengths and builds upon them through extensive training in high-demand, high-growth occupations that lead to self-sufficient wages. Climb staff follow up with employers to establish performance evaluations and communication for long-term success.	Climb conducts participant follow-ups at 3-month intervals from program completion to 24 months post program. Climb collects employment data such as place of employment, hours per week and hourly wages as well as participant and child health insurance data.
Show progress each quarter toward the final goal of 90% of the individuals who complete the program experiencing a decrease in the dependence on food stamps.	Over time, 90% of program graduates will show a decrease in their dependence on food stamps.	To continue to support the participants, Climb staff members meet with graduates after they finish the program to sustain success in the workplace and family stability.	In order to assess decreasing dependence on government benefits, Climb collects food stamp and childcare data from the Wyoming Department of Family Services.
50% of Climb program graduates who enter the program utilizing public healthcare will show a decrease in the dependence on public health insurance.	Of the graduates who enter the program utilizing public health insurance 50% will end their dependence on public health insurance.	To continue to support the participants, Climb staff members meet with graduates after they finish the program to sustain success in the workplace and family stability.	In order to assess decreasing dependence on government benefits, Climb collects health insurance data from the participants through the surveys.
Increased knowledge and skills regarding healthy relationships, strong and stable environments, communication and health behaviors.	100% of single mother who enter the Climb program will have received life skills training and mental health counseling.	Climb offers life skills classes as parenting, budgeting, nutrition and more. Climb contracts with a licensed Mental Health Provider at each site and each participant receives individual and group counseling.	Climb staff determine the life skills for each program based on the needs of the participant group. All participants must participate in the mandatory individual and group counseling component of the Climb program.

3. Describe your data collection methods to be used.

Climb prioritizes data and outcomes to inform efficacy of programming. Climb staff track candidates, participants who enroll in the Climb program, and graduate services post-program. Staff track the number of graduates employed in unsubsidized positions, the job retention status of participants, and wage progression for two years post-graduation. Climb staff conduct graduate follow-ups at 3-month intervals from program completion to 12 months post program. To ensure data integrity, Climb partners with the Wyoming Survey and Analysis Center (WYSAC) to conduct the follow-ups during the 15-24 month time period. A customized database tracks program records and ensures accurate, ongoing data collection. Climb utilizes participant self-report forms, staff observations, interviews, and records to document each participant's progress and program outcomes. A pre- and post-program mental health assessment identifies mental health symptoms and tracks decreases in symptoms post program. Data will be provided in quarterly reports to validate outcomes. Quarterly reports will include training completion, hourly wage pre-program and hourly wage post-program. These quantitative goals were selected because they can be consistently tracked and verified using participant or employer interviews and public records.

4. How will you evaluate the effectiveness of the TANF program for individuals/families served? How do you determine the success of your program?

Staff track the number of TANF eligible participants who enroll in and complete the career training and placement phase of the program. Progress is tracked on a monthly report for each program. Individualized and ongoing support throughout the program allows participants to complete the program successfully while addressing barriers to work. This effort has translated into an average completion rate of 95% in 2021. This graduation rate exceeds outcomes from other programs in Wyoming and across the nation.

Staff track the number of graduates who maintain unsubsidized employment after program completion as well as the details of their employment. The graduate wage progression over the past 5 years is 113% from application to two years post program. The employment rate increases from only 43% at application to 80% two years post-program.

As participants more than double their monthly wage, they also decrease their dependence on government benefits and services. Climb staff collect data on the dependence on public health insurance pre- and post-program while DFS staff provides data on dependence on food stamp pre- and post-program. Over the past 5 years, 75% of graduates who were using food stamps before Climb decreased their dependence two years later. This trend continues towards 90% as participants move towards self-sufficiency post program. The percentage on public health care programs is reduced by over half two years post program (from 46% to 21%).

G. TANF Recruitment

1. Describe your recruitment and enrollment process or TANF eligible individuals/families?

Each Climb site has staff that serve as a case manager for moms and provide ongoing guidance and support throughout the program. Staff recruit candidates who are most in need. During the recruitment phase, staff outline the required knowledge, skills, and abilities, and other training and job requirements for the identified occupation. Staff also evaluate each candidate's level of competency in the area. Staff conduct a thorough assessment to determine additional services available in the community which may include food stamps, childcare assistance and housing, or counseling. Accessing these services and experiencing the stability they can provide a family is critical to successfully completing the program and starting a long-term career. Staff connect candidates to these services and support them along the way. If the candidate is not ready for the program, staff remain in contact with them for potential admission into a future program when they are more stable and ready.

2. What is the projected number of TANF eligible individuals that will be served by this program?

Climb will recruit approximately 50 candidates and work closely with them to increase their stability through connection to critical resources. Climb will enroll approximately 20 TANF eligible single mothers and continue services to about 10 mothers already enrolled in the career training and job placement phase program for a total of 30 participants. Climb will also continue to work with approximately 35 graduates that receive continued support by staff that is often critical to their long-term job success.

3. Provide an explanation on how income information will be gathered to determine TANF eligibility. Income eligibility shall be established by verifying gross family income for the previous month. Applicants shall use a TANF Eligibility Intake Form. A copy of the TANF Eligibility Intake Form shall be attached to this proposal.

Climb uses a rigorous process to ensure income eligibility for the Climb program. If a potential participant is utilizing food stamps, Climb program staff members verify this information with DFS to confirm TANF eligibility. If the potential participant is not utilizing food stamps, Climb program staff members verify employment and wages by checking pay stubs or verifying income with the applicant's employer to ensure that household income is less than or equal to 185% of the Federal Poverty Level. Other family income documents such as unemployment stubs, tax returns, or income verification from other applicable family members are also collected and included in documentation as applicable. Eligibility is documented in each participant's file and reviewed by a Climb home office employee who is specifically trained in eligibility determination. Any questions about eligibility are directed to the State of Wyoming's DFS TANF Program Manager prior to a participant's acceptance to Climb.

BUDGET

Instructions:

1. The budget of the program should be described with enough detail that expenditures of funds could be easily reviewed. Preference will be given to programs concentrating on services rather than programs building their administrative structure.
2. List costs of the program including program costs, administrative costs, total costs, and estimated cost per individual/family.
 - a. The Proposer shall submit a proposed budget in line item detail listing each employee's compensation and benefits and each category of expenditure and the proposed amount. The Contractor shall be required to use the invoice form attached to this proposal.
 - b. The budget shall include a narrative of duties of each employee and an explanation of each line item stating the purpose of the expenditures.
 - c. The Proposer shall separate all administrative costs to verify compliance with administrative limitations.
 - d. Administrative expenses shall not exceed 10% of the non-administrative expenses.
3. Only expenses related to services to TANF eligible individuals/families can be billed to TANF CPI. This means that all grant expenses must show the formula for how the allocation of expenses is determined for TANF eligible individuals/families funded under this proposal. Expenses are based on the percentage of TANF individuals/families vs non-TANF individuals/families served as well as the percentage of time working on TANF-related activities.
4. Program costs are associated with direct service delivery to TANF eligible individuals/families (i.e. salaries, supplies, facilities rent). Administrative costs are associated with activities needed to support the program, but are not a direct service to families (i.e. data collection, completion of reports).

Budget:

1. TANF funds are limited and can only provide a portion of the funding needed for services. What are your other funding sources that will be used to operate the program? (i.e. *Cash contributions and non-federal funds used to support*)

Other major funding sources (over \$1,000) include:

City of Gillette - \$29,500 (pending)
 Campbell County - \$20,000 (pending)
 Hughes Foundation - \$25,000 (awarded)
 Wyoming Community Foundation - \$7,500 (awarded)
 Daniels Fund - \$20,000 (awarded)
 Cross Charitable Foundation - \$5,000 (awarded)
 Powder River Energy Foundation - \$5,000 (will apply)
 State Farm - \$2,500 (awarded)
 Wells Fargo - \$2,000 (pending)
 First Interstate Bank Gillette - \$2,500 (will apply)
 Private Donors - \$50,000 (awarded and pending)

2. What are the cost/benefits of providing this program? In other terms, what is the Return on Investment (ROI)? ROI is a performance measure used to evaluate the efficiency of an investment.

The following calculation is Climb's projected Return on Investment (ROI) for the proposed program:

- Impact without Program: Climb participants are making an average annual wage of \$15,576 before the program (\$1,298 per month for 12 months).
- Impact from Program: 90 days post program, graduates are employed making an average annual wage of \$30,072 (\$2,506 per month for 12 months).
- Total increase in wages over first year period = Impact from program \$30,072 - Impact without program \$15,576 = \$14,496.
- Total Cost per Client Served = \$35,000 divided by 80 clients = \$438. Number of clients totals 50 candidates, 20 new participants, and continued services to 10 participants.
- Climb ROI = **33.10 to 1** based on $\$14,496 \div \438 .
- Climb ROI over the lifetime of a participant = **1,224.54 to 1** based on an average age of participant being 28 and working until age 65 (37 years post program) at an increased wage of \$14,496: $37 \text{ years} \times \$14,496 = \$536,352 \div \438 .

Amount Requested from Proposal:

\$16,505.75

	Program Costs	Administration Costs	Summary and Justification for Budget Expense
Salaries Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	10,500.00	1,495.75	Program Director (\$68,000 annual salary) is responsible for oversight and/or implementation of all aspects of the Climb program model with a primary focus on program coordination, planning and administration. Assistant Program Director (\$55,000 annual salary) is responsible for assisting the Program Director with implementation of all aspects of the Climb program model with a primary focus on program coordination and planning. Both positions provide direct program services to participants, including recruitment, intensive training, job-placements, and counseling. Administrative salaries are to support Climb's centralized home office administrative staff that support the entire

			statewide operations to handle such things as budgeting, grant reporting, financial processing, insurance, auditing, and human resources. The amount reflected on this budget represents an allocation of time spent directly supporting the site as well as this grant.
Employer Paid Benefits Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	600.00		Retirement, health, dental, vision, and life insurance expenses for those employees that participate in Climb's insurance plan. (Program Director, \$7,200; Assistant Program Director, \$5,000)
Employer Payroll Taxes Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	1,010.00		Employer paid payroll taxes are estimated at 10% of the salaries budgeted. (Program Director, \$6,000; Assistant Program Director, \$5,000)
Supplies Admin: Supplies and expenses needed to manage the grant. Program: Supplies needed for instructor use.			Click here to enter text.
Recruiting and Marketing Cannot include promotional items.			Click here to enter text.
Travel Travel necessary to serve participants.			Click here to enter text.
Rent and utilities Admin: Rent and utilities for time spent managing the grant. Program: Rent and utilities for space provided to direct services for participants.	1,200.00	N/A	Rent and utilities for office space, classrooms, and group/individual mental health treatment space. Also includes phone, fax, internet services, and cleaning of office space.
Participant Tuition and Class Fees			Click here to enter text.
Participant Class Supplies and Materials	0.00	N/A	Materials to meet needs of participants during training and group activities.
Participant License and Certification Fees			Click here to enter text.
Participant Drug and Aptitude Screening Can include other types of assessments.			Click here to enter text.
Work Support Services and Clothing		N/A	Items needed to successfully complete training and work experience. Includes steel-toed boots, coveralls, gloves, tools, scrubs, professional attire and more.
Participant Wages			Click here to enter text.

Participant Fringe Benefits			Click here to enter text.
Participant Incentives	900.00	N/A	Incentives earned by participants for completed goals to assist them with living expenses while in training.
Other Student Needs: Mental Health Provider	800.00	N/A	Amounts paid to contracted mental health provider for group and individual counseling services.
Sub-Total	15,010.00	1,495.75	Total Administrative Costs cannot exceed 10% of your total Program Costs
TOTAL BUDGET (Program + Admin)	16,505.75		
Number of TANF Participants Planning to Serve	80		
Cost Per TANF Participants	206		

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PERSONAL FRONTIERS, INC.
SUBAWARD AGREEMENT
CFDA # 93.558

THIS AGREEMENT is entered into by and between Campbell County, Wyoming, by and through its Board of County Commissioners ("BOARD"), of 500 S. Gillette Ave., Ste. 1100, Gillette, WY 82716 and the Personal Frontiers, Inc., ("PFI"), of 310 South Miller, Suite G, Gillette, WY 82716;

RECITALS:

A. The BOARD has submitted its application to receive funding from the Temporary Assistance for Needy Families Community Partnership Initiative (TANF CPI) administered by the Wyoming Department of Family Services (DFS);

B. Through TANF CPI, DFS has awarded THE BOARD the total sum of Ninety One Thousand Dollars (\$91,000.00) to be used as approved in the Statement of Work referenced in the Contract Between Wyoming Department of Family Services and Campbell County Commissioners, effective October 1, 2022, attached hereto as Exhibit A;

C. The BOARD has entered into a contract with DFS setting forth certain terms upon which the funding is conditioned; and,

D. The BOARD desires to provide to PFI and PFI desires to accept from the BOARD the part of the awarded proceeds; namely, the sum of Ten Thousand Seven Hundred Five Dollars and Seventy Five Cents (\$10,705.75).

NOW THEREFORE, in consideration of the mutual covenants, agreements and representations set forth below, the above recitals, and other good and adequate consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. In exchange for the Board providing the award amount referenced in the above Recitals, PFI hereby agrees to provide services as specified and approved under the attachments referenced in Exhibit A. These services are for the period commencing October 1, 2022, and ending September 30, 2023. The terms and conditions contained in Exhibit A and all referenced attachments identified in Exhibit A are incorporated herein by this reference.

2. PFI agrees to administer the program as outlined in the attachments to Exhibit A to the best of its ability without creating exposure of liability to the BOARD. PFI shall indemnify, hold harmless and defend the Board and its commissioners, trustees, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including, without limitation, reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (i) the acts, errors, omissions, conduct, or operations of PFI or any of its officers, agents, or employees; or (ii) any breach by PFI of any of the representations, warranties, covenants, obligations or duties contained in this Agreement; or (c) any violation of any federal, state, or local laws, rules, or regulations by PFI. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of this Agreement. It is specifically agreed and understood that a condition of the grant award is quarterly reporting and the gathering and keeping of data in order to secure output measure for reporting purposes. PFI agrees to cooperate in all respects with regard to complying with this requirement and all other requirements set forth in attached Exhibit A.

3. It is specifically agreed and understood that the amount of funding to be contributed by the BOARD is limited to the funding received from DFS through the TANF CPI grant referenced in the Recitals to this Agreement. PFI shall be responsible for any and all additional costs, including but not limited to, all liability for any costs of this program which exceed the amount of the funds received herein. Additionally, the BOARD's obligation to reimburse up to the amount of the grant funding referenced herein is conditioned upon actual receipt of the same. If for any reason the BOARD should not receive such funding, its obligations under this agreement are null and void and the terms of this agreement are not a general obligation of the BOARD or a commitment for funding out of its general revenue.

4. In the event PFI fails to abide by the terms and conditions of this Agreement or Exhibit A, the BOARD may immediately suspend payments provided for under this Agreement and transfer such funding to another entity who is willing and able to perform the services provided for under this agreement.

5. In addition to- the above remedy, in the event PFI defaults or is deficient in the performance of any term of this Agreement or any requirements as set out in Exhibit A, or any

rules and regulations under the TANF CPI program, the BOARD shall have the right to exercise all remedies provided by law or in equity, including, without limitation, the following:

a. Immediately terminating this Agreement without further liability of obligation of The BOARD;

b. Requiring PFI to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;

c. Changing the method of payment to PFI; and/or

d. Reducing, withdrawing, suspending or adjusting the amount of the funds given to PFI under this Agreement.

6. Any persons hired or engaged by PFI in the performance of this agreement shall be employees of PFI and not the BOARD for any purpose, including but not limited to, salaries, benefits, employment taxes and personnel policies and regulations.

7. The parties hereto agree that the terms and conditions of this Agreement may be amended or modified at any time upon mutual consent, in writing, of the parties hereto. No provision of this Agreement may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.

8. Construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and venue shall be the Sixth Judicial District, Campbell County, Wyoming. Customer does not waive governmental immunity and all defenses available to it pursuant to W.S. 1-39-101 et. Al. All remedies at law, in equity, by statute or otherwise shall be cumulative and may be enforced concurrently herewith or from time to time, and the election of any one or more shall not constitute a waiver of the right to pursue other available remedies.

9. PFI shall be liable to the BOARD for reasonable attorney's fees incurred by the Board in connection with the collection, or attempt to collect, any damages arising from any act or omission of PFI, or its agents or from PFI's failure to perform any aspect of the services or fulfill any obligations or responsibilities provided under this Agreement.

10. The provisions of this Agreement shall be severable, and if any provision shall be prohibited by law, invalid, or unenforceable in whole or in part for any reason, the remaining provisions shall remain in full force and effect.

11. The parties agree that this writing constitute the entire Agreement between them and that there are no other agreements or understandings of any kind or character except those contained within this Agreement and the attached Exhibits.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, whom have the authority to bind the respective parties have executed this Agreement as of the dates indicated below.

CAMPBELL COUNTY

Del Shelstad, Chairman

DATE

Attest:

Susan Saunders, Clerk

PFI

BY: _____

DATE

Printed Name

Printed Title

COVER PAGE

1. County/Tribe: Campbell County
2. Project/Grant Administrator. Ensures programs are being implemented correctly, communicates grant changes and provides requested paperwork and data to the Department of Family Services. All Communication regarding this proposal shall be conducted through this person.

Name: Kristin Young/Sandra Beeman

Title: Grant Specialist/Administrative Coordinator

Organization: Campbell County Government

Address: 500 South Gillette Avenue, Suite 1100, Gillette, WY 82716

Phone: (307) 687-6324

Email address: kristin.young@campbellcountywy.gov / sandra.beeman@campbellcountywy.gov

3. Primary Contact for the Sub-recipient. Implements the program.

Name: Kay Guire

Title: Interim Director

Organization: Personal Frontiers, Inc.

Address: 310 South Miller, Suite G, Gillette, WY 82716

Phone: (307) 686-1189

Email address: director.pfi@vcn.com

4. Program Name: Personal Frontiers, Inc.

5. Requested Amount: \$10,705.75

6. Authorized Representative/County Commissioner Chair: Del Shelstad

Date: April 27, 2022

Phone: (307) 682-7283

E-Mail: del.shelstad@campbellcountywy.gov

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PROPOSAL

A. Summary of Proposed Program

1. Please provide a synopsis of the program you propose.

PFI to provide mental health to adult and adolescents including substance abuse, couples counseling and parenting education. Across the continuum of care prevention strategies work to prevent or delay the use and misuse of substances, prevent suicide, promote mental health, mitigate problems among populations at risk for mental and substance use disorders, foster resilience, and prevent the onset among populations showing early signs and related problem behaviors.

Recovery oriented care and recovery support systems help people with mental and substance use disorders manage their conditions successfully, sustain long-term recovery, and lead full lives while keeping families together. To build community resilience there is tremendous potential to work together in a coordinated and comprehensive manner. Specifically, within the prevention and recovery efforts, representing respective parts of the continuum of care and those involved – individuals, families, community sector representatives, clinical providers, prevention practitioners, and people with lived experience.

Prevention and recovery services are critical elements of a health safety net for communities. PFI aims to sustain and bolster these services and work together to ensure seamless support for people in recovery and their families. Our mutually reinforcing activities enable us to work collectively and coordinate as a cohesive system, take what we're learning and infuse this information into our respective networks, and adjust how we carry out our work to create hope, build resilience, and strengthen our communities.

2. Is this program different from previous programs operated with TANF funds in the past?

Yes ☐ No ☒ If so, how is it different?

3. Area(s) served.

PFI primarily serves residents of Gillette, Wright and Campbell County, WY. Services are also provided through referrals from other agencies throughout Wyoming. We have seen an increase in clients receiving DUI's in Campbell County but live outside the state and are being referred to PFI to complete their Alcohol/Substance Abuse Assessments. PFI can assist those clients' needs through our telehealth services.

4. Population served.

We serve adolescents and adults. We provide a sliding fee scale to ensure that families within limited resources can participate in treatment without a tremendous financial burden.

5. Beginning and end date of program.

Currently and ongoing.

6. Program availability: when is the program offered (i.e. time of day, how often, time of year)?

Individual counseling is offered Monday through Friday 8:30AM to 5:30 PM with occasional weekend appointments to meet our clients needs. We provide continual Intensive Outpatient and Relapse Prevention Meetings to work around work schedules and family functions.

B. Statement of Need

The intent of TANF CPI is to provide Counties with programs that meet specific needs of their community.

1. How have you determined there is a need for the services you propose? Describe local data that was used to determine the needs of families.

According to a publication the was produced for the Wyoming Department of Health in 2018, WYSAC. (2018). Telling the Story of Opioid Use in Wyoming by R. Wambeam, L.R. Gilbert, & T. Kilwein. WY: Wyoming Survey & Analysis Center, University of Wyoming.

Five counties exceed the state average in prescription medication misuse among middle school students
WYOMING Average 1.2%

- | | |
|-------------|------|
| 1. Campbell | 2.1% |
| 2. Fremont | 1.8% |
| 3. Natrona | 1.4% |
| 4. Platte | 2.1% |
| 5. Washakie | 2.1% |

Nine counties exceed the state average in prescription medication misuse amount high school students
WYOMING Average 3.5%

- | | |
|----------------|-------|
| 1. Campbell | 5.5% |
| 2. Carbon | 3.6% |
| 3. Fremont | 4.0% |
| 4. Goshen | 5.3% |
| 5. Hot Springs | 10.5% |
| 6. Park | 4.2% |
| 7. Teton | 4.2% |
| 8. Unita | 3.8% |
| 9. Washakie | 7.4% |

Wyoming is experiencing the same increase in opioid-related problems as the nation. Our community continues to lose providers and accredited programs to help with substance abuse issues that in turn takes a toll on our youth and families

2. What is the resource gap(s) that is being addressed by your program?
We provide a varied approach to substance abuse. PFI is not only a CARF accredited Outpatient Substance Abuse facility but is also equipped to handle mental health issues and medicated assisted treatment program.
3. Describe what research based programs and strategies will be utilized to make the program successful.
Clients complete a personal statistics survey upon entrance to our program, Identification is required along with collateral information from outside sources (i.e. DOT, Treatment Providers, Department of Family Services, Probation, etc). Information is also collected through the evaluation process and ongoing contact with the client. All information is collected is verified against each source.

C. Community Partnerships

1. A description of how community wide collaboration in planning and implementation occurred.
As described above, we collaborate with many agencies for referrals, resources and often additional funding.
2. List the community partners involved in the program implementation and the resources that will be provided by each partner.

(Additional lines/pages may be added if needed.)

Community Partner	Resource that will be provided
Wyoming Detention Center	Allows PFI to do individual, group and provide Addiction Severity Index (ASI's) to inmates, assisting them into treatment facilities.

United States Probation	Provide ASI's through a contract for service. See clients for mental health and other services as needed (non-contract)
Department of Family Services	Referrals

- Describe how the program will be sustained by the community beyond the funding period.
PFI has been providing services since 1976, we will continue to look for other grant opportunities. Many of our clients have insurance or Medicaid that assists in our funding resources.

D. Project Goals and Outcomes

- Goals for the Project:** What are the goals of your program? How will you serve TANF eligible individuals/families?
We provide services to individuals on a sliding fee basis, our goal would be to make our program accessible to TANF eligible individuals/families at reasonable cost while providing case management, mental health and substance abuse treatment.
- Outcomes:** Using the chart below, please identify the **measurable** outcomes you expect for TANF eligible individuals/families as a result of program implementation in order to meet the above goals? These measurements will be used to evaluate the program's success.

Complete your outcomes for TANF CPI: (additional lines/pages may be added if needed)

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
Serve 15 TANF individuals and families to completion	Number of families that graduate from our program	1. Case Management 2. Peer Support 3. Individual Counseling 4. Community Collaboration	Detailed case management outcomes Surveys and client satisfaction measurements

- Describe your data collection methods to be used.
Clients will have a treatment team that sets up a specific treatment plan that will be updated at each phase of treatment to the completion of the program.
- How will you evaluate the effectiveness of the TANF program for individuals/families served? How do you determine the success of your program?
PFI measures success by successfully graduating from the program successfully without using alcohol or drugs.

G. TANF Recruitment

- Describe your recruitment and enrollment process or TANF eligible individuals/families?
We have an application for treatment that is staffed with clinical staff and approved if appropriate. PFI will do an ASI or Psychological evaluation to measure the need of care. Financial applications and forms are filled out during our intake process.
- What is the projected number of TANF eligible individuals that will be served by this program?
15-20
- Provide an explanation on how income information will be gathered to determine TANF eligibility.
Income eligibility shall be established by verifying gross family income for the previous month. Applicants

shall use a TANF Eligibility Intake Form. A copy of the TANF Eligibility Intake Form shall be attached to this proposal.

BUDGET

Instructions:

1. The budget of the program should be described with enough detail that expenditures of funds could be easily reviewed. Preference will be given to programs concentrating on services rather than programs building their administrative structure.
2. List costs of the program including program costs, administrative costs, total costs, and estimated cost per individual/family.
 - a. The Proposer shall submit a proposed budget in line item detail listing each employee's compensation and benefits and each category of expenditure and the proposed amount. The Contractor shall be required to use the invoice form attached to this proposal.
 - b. The budget shall include a narrative of duties of each employee and an explanation of each line item stating the purpose of the expenditures.
 - c. The Proposer shall separate all administrative costs to verify compliance with administrative limitations.
 - d. Administrative expenses shall not exceed 10% of the non-administrative expenses.
3. Only expenses related to services to TANF eligible individuals/families can be billed to TANF CPI. This means that all grant expenses must show the formula for how the allocation of expenses is determined for TANF eligible individuals/families funded under this proposal. Expenses are based on the percentage of TANF individuals/families vs non-TANF individuals/families served as well as the percentage of time working on TANF-related activities.
4. Program costs are associated with direct service delivery to TANF eligible individuals/families (i.e. salaries, supplies, facilities rent). Administrative costs are associated with activities needed to support the program, but are not a direct service to families (i.e. data collection, completion of reports).

Budget:

1. TANF funds are limited and can only provide a portion of the funding needed for services. What are your other funding sources that will be used to operate the program? (i.e. *Cash contributions and non-federal funds used to support*)
Cash contributions and write offs
2. What are the cost/benefits of providing this program? In other terms, what is the Return on Investment (ROI)? ROI is a performance measure used to evaluate the efficiency of an investment.

Personal Frontiers Inc.
FFY2023 TANF CPI
Annual Amount Requested from Proposal: \$10,705.75

	Program Costs	Admin Costs	Summary and Justification for Budget Expense
Salaries <u>Admin:</u> Activities spent managing the grant.			

<u>Program</u> : Wages for all staff who provide direct client services.			
Employer Paid Benefits <u>Admin</u> : Activities spent managing the grant. <u>Program</u> : Benefits for all staff who provide direct client services.			
Employer Payroll Taxes <u>Admin</u> : Activities spent managing the grant. <u>Program</u> : Taxes for all staff who provide direct client services.			
Supplies <u>Admin</u> : Supplies and expenses needed to manage the grant. <u>Program</u> : Supplies needed for instructor use. *cannot include computers	\$100.75	\$0	Cost of program material including SASSI's for ASI's
Recruiting and Marketing *cannot include promotional items.			
Travel Travel necessary to serve participants.			
Rent and utilities Rent and utilities for space provided to direct services for participants. *cannot be used for participant rent/utilities			
Participant Tuition and Class Fees	\$9,206.00	\$0	Direct program cost of II.I Intensive Outpatient (IOP) and/or I Recovery Maintenance to include individual mental health counseling
Participant Class Supplies and Materials	\$349.00	\$0	IOP and Recovery Maintenance Packets
Participant License and Certification Fees			

Participant Drug and Aptitude Screening Can include other types of assessments.	\$1,050.00	\$0	ASI Screening to determine level of treatment (\$150 per ASI)
Work Support Services and Clothing			
Participant Wages			
Participant Fringe Benefits			
Participant Incentives			
Other Participant Needs: Description -			
Sub-Totals			Total Administrative Costs cannot exceed 10% of your total Program Costs
TOTAL BUDGET	\$10,705.75		
Number of TANF Participants Planning to Serve	7		
Cost Per TANF Participants	\$1,529.39		

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YOUTH EMERGENCY SERVICES, INC.
SUBAWARD AGREEMENT
CFDA # 93.558

THIS AGREEMENT is entered into by and between Campbell County, Wyoming, by and through its Board of County Commissioners ("BOARD"), of 500 S. Gillette Ave., Ste. 1100, Gillette, WY 82716 and the Personal Frontiers, Inc., ("YES"), of 905 Gurley Avenue, Gillette, WY 82716;

RECITALS:

A. The BOARD has submitted its application to receive funding from the Temporary Assistance for Needy Families Community Partnership Initiative (TANF CPI) administered by the Wyoming Department of Family Services (DFS);

B. Through TANF CPI, DFS has awarded THE BOARD the total sum of Ninety One Thousand Dollars (\$91,000.00) to be used as approved in the Statement of Work referenced in the Contract Between Wyoming Department of Family Services and Campbell County Commissioners, effective October 1, 2022, attached hereto as Exhibit A;

C. The BOARD has entered into a contract with DFS setting forth certain terms upon which the funding is conditioned; and,

D. The BOARD desires to provide to YES and YES desires to accept from the BOARD the part of the awarded proceeds; namely, the sum of Thirty Eighty Thousand Two Hundred Twelve Dollars and Seventy Five Cents (\$38,212.75).

NOW THEREFORE, in consideration of the mutual covenants, agreements and representations set forth below, the above recitals, and other good and adequate consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. In exchange for the Board providing the award amount referenced in the above Recitals, YES hereby agrees to provide services as specified and approved under the attachments referenced in Exhibit A. These services are for the period commencing October 1, 2022, and ending September 30, 2023. The terms and conditions contained in Exhibit A and all referenced attachments identified in Exhibit A are incorporated herein by this reference.

2. YES agrees to administer the program as outlined in the attachments to Exhibit A

to the best of its ability without creating exposure of liability to the BOARD. YES shall indemnify, hold harmless and defend the Board and its commissioners, trustees, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including, without limitation, reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (i) the acts, errors, omissions, conduct, or operations of PFI or any of its officers, agents, or employees; or (ii) any breach by YES of any of the representations, warranties, covenants, obligations or duties contained in this Agreement; or (c) any violation of any federal, state, or local laws, rules, or regulations by YES. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of this Agreement. It is specifically agreed and understood that a condition of the grant award is quarterly reporting and the gathering and keeping of data in order to secure output measure for reporting purposes. YES agrees to cooperate in all respects with regard to complying with this requirement and all other requirements set forth in attached Exhibit A.

3. It is specifically agreed and understood that the amount of funding to be contributed by the BOARD is limited to the funding received from DFS through the TANF CPI grant referenced in the Recitals to this Agreement. YES shall be responsible for any and all additional costs, including but not limited to, all liability for any costs of this program which exceed the amount of the funds received herein. Additionally, the BOARD's obligation to reimburse up to the amount of the grant funding referenced herein is conditioned upon actual receipt of the same. If for any reason the BOARD should not receive such funding, its obligations under this agreement are null and void and the terms of this agreement are not a general obligation of the BOARD or a commitment for funding out of its general revenue.

4. In the event YES fails to abide by the terms and conditions of this Agreement or Exhibit A, the BOARD may immediately suspend payments provided for under this Agreement and transfer such funding to another entity who is willing and able to perform the services provided for under this agreement.

5. In addition to- the above remedy, in the event YES defaults or is deficient in the performance of any term of this Agreement or any requirements as set out in Exhibit A, or any rules and regulations under the TANF CPI program, the BOARD shall have the right to exercise all

remedies provided by law or in equity, including, without limitation, the following:

a. Immediately terminating this Agreement without further liability of obligation of The BOARD;

b. Requiring YES to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;

c. Changing the method of payment to YES; and/or

d. Reducing, withdrawing, suspending or adjusting the amount of the funds given to YES under this Agreement.

6. Any persons hired or engaged by YES in the performance of this agreement shall be employees of PFI and not the BOARD for any purpose, including but not limited to, salaries, benefits, employment taxes and personnel policies and regulations.

7. The parties hereto agree that the terms and conditions of this Agreement may be amended or modified at any time upon mutual consent, in writing, of the parties hereto. No provision of this Agreement may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.

8. Construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and venue shall be the Sixth Judicial District, Campbell County, Wyoming. Customer does not waive governmental immunity and all defenses available to it pursuant to W.S. 1-39-101 et. Al. All remedies at law, in equity, by statute or otherwise shall be cumulative and may be enforced concurrently herewith or from time to time, and the election of any one or more shall not constitute a waiver of the right to pursue other available remedies.

9. YES shall be liable to the BOARD for reasonable attorney's fees incurred by the Board in connection with the collection, or attempt to collect, any damages arising from any act or omission of YES, or its agents or from YES's failure to perform any aspect of the services or fulfill any obligations or responsibilities provided under this Agreement.

10. The provisions of this Agreement shall be severable, and if any provision shall be

prohibited by law, invalid, or unenforceable in whole or in part for any reason, the remaining provisions shall remain in full force and effect.

11. The parties agree that this writing constitute the entire Agreement between them and that there are no other agreements or understandings of any kind or character except those contained within this Agreement and the attached Exhibits.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, whom have the authority to bind the respective parties have executed this Agreement as of the dates indicated below.

CAMPBELL COUNTY

Del Shelstad, Chairman

DATE

Attest:

Susan Saunders, Clerk

YES

BY: _____

DATE

Printed Name

Printed Title

COVER PAGE

1. County/Tribe: Campbell County
2. Project/Grant Administrator. Ensures programs are being implemented correctly, communicates grant changes and provides requested paperwork and data to Department of Family Services. All Communication regarding this proposal shall be conducted through this person.

Name: Kristin Young/Sandra Beeman
Title: Grant Specialist/Administrative Coordinator
Organization: Campbell County Government
Address: 500 South Gillette Avenue, Suite 1100, Gillette, WY 82716
Phone: (307) 687-6324
Email address: kristin.young@campbellcountywy.gov /
sandra.beeman@campbellcountywy.gov

3. Primary Contact for the Sub-recipient. Implements the program.

Name: Ryan Anderson
Title: Executive Director
Organization: Youth Emergency Services, Inc. (Y.E.S. House)
Address: 905 N. Gurley Ave., Gillette, WY 82716
Phone: 307-686-0669
Email address: randerson@yeshouse.org

4. Program Name: Day Treatment
5. Requested Amount: \$38,212.75
6. Authorized Representative/County Commissioner Chair: Del Shelstad
County Commissioner Chair

(No signature required here. Signature is required on the Assurance page)

Date: April 27, 2022

Phone: (307) 682-7283

E-Mail: del.shelstad@campbellcountywy.gov

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PROPOSAL

A. Summary of Proposed Program

1. Please provide a synopsis of the program you propose.

The Day Treatment program operates from 8am to 7pm Monday through Friday year-round. It is designed with the goal of helping low-income families keep their children at home, remain free of substance use, strengthen family functioning and help families to reach self-sufficiency. The program consists of two major sections: 8am to 3pm children attend the Y.E.S. House on-site 7-12 grade school; and 3pm to 7pm children and their families receive treatment services.

Youth receive individual and group counseling, participate in substance abuse groups and in life skills sessions. Education is provided on anger management, addictions, parent/child relations, peer relations, employment, criminal thinking errors, character development, educational skills and building self-esteem. The family, as a whole, receives family counseling.

A broad range of services are offered to youth and their families in addition to the core treatment services: 1). parent education through the Y.E.S House's Nurturing Parent classes (a 12-week evidence-based program for parents and youth); 2). Healthy eating and nutrition education through the Y.E.S. House resources and the Campbell County Extension Office; 3). Work readiness training and job-related skills in higher paying occupations and industries through a partnership with the Gillette Workforce Center. 4). Life skills such as general nutrition, budgeting, obtaining employment, pursuing technical or post-secondary education, setting goals, finding enjoyment in life without the use of drugs and alcohol, dealing with adversity, conflict resolution, self-respect, and values. 5). Mentoring services – matching at-risk youth with positive adult role-models. 6). Wyoming Personal Responsibility Education Program – an evidence-based 8-10 session pregnancy prevention program. 7). Linkage of parents to various community resources based on the needs of the families. 8). Artistic and cultural enrichment opportunities are offered through a Dance Outreach residency that introduces youth to various dance styles: jazz, ballet, tap, ethnic and modern dance. 9). Aftercare is provided for an additional 12 months after the youth's graduation from the program. These services ensure that the youth and their family continue to maintain a positive and constructive lifestyle. If during the aftercare period youth and their family need additional services, they are either provided by the Y.E.S. House, or the partners of the program.

2. Is this program different than previous programs operated with TANF funds in the past?

Yes ☐ No ☒ If so, how is it different?

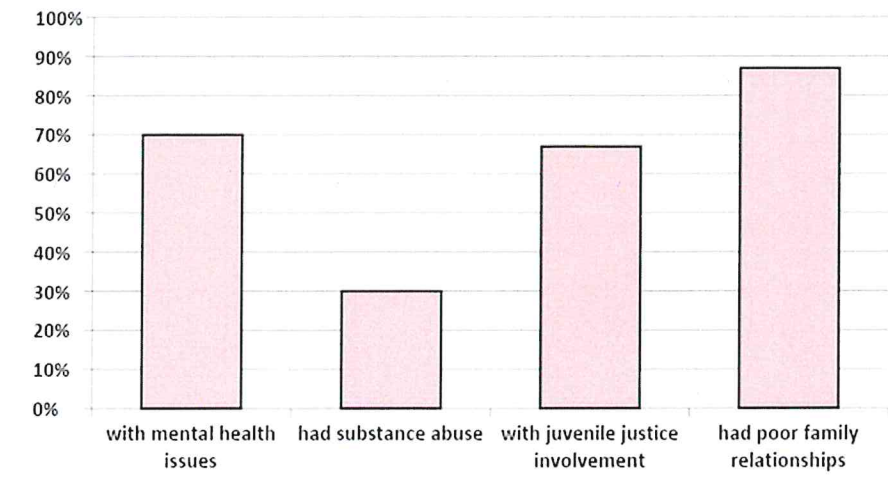
3. Area(s) served.

Campbell County

4. Population served.

The population that will be served is directly linked to the intent of the TANF program areas. The program will serve at-risk, low-income families with children who are transitioning from out-of-home placement or detention back into families, and those who are at risk of out-of-home placement (court involvement). The children that will receive services will be children whose families are living with incomes that are at or below 185% of the federal poverty level. Some of the children that the program will serve will come from families that deal with generational substance abuse and family dysfunction. The program will focus on low-income families with children and provide comprehensive services that address mental health/substance abuse issues, support, family counseling, parent education classes and pregnancy prevention. In the planning, design and implementation of services the program will focus on, and strengthen the entire family and move them towards self-sufficiency, meeting the goals established by the TANF/CPI program, and this request for proposal.

The chart below explains the profile of 27 TANF eligible families from April 1, 202 through March 31, 2022.



Eight to ten youth will be served in the program daily, making a total of thirty (30) individual youth, one-hundred and five (105) family members will be served during twelve months.

5. Beginning and end date of program.

October 1, 2022 – September 30, 2023

6. Program availability: when is the program offered (i.e. time of day, how often, time of year)?

The Day Treatment Program will operate from 8am-7pm, working with families until 8:30pm, Monday through Friday year round at the Y.E.S. House Center. It will consist of two major sections: from 8am to 3pm children will attend the Y.E.S. House on-site 7-12 grade school; and from 3pm to 7pm children will receive treatment/prevention services. The family as a whole will receive family counseling, and life skills training in the afternoon and early evenings. Families attend Nurturing Parent classes every Monday night for twelve weeks from 5:30pm to 8:00pm.

B. Statement of Need

The intent of TANF CPI is to provide Counties with programs that meet specific needs of their community.

1. How have you determined there is a need for the services you propose? Describe local data that was used to determine the needs of families.

The following data was used to estimate the need for Day Treatment services in Campbell County. Campbell County is a rural ranching community with coal and oil as its primary industries. Controlled substances abuse is pervasive, and includes an acceptance of juvenile usage of alcohol, tobacco and other drugs. For several years Campbell County has been designated as a “High Intensity Drug Trafficking Area”. Due to the make-up of the community, it attracts the transitional population and a devastating number of parents with children that are substance users.

1. Families living in poverty:

- In the 2020-2021 school year, 30% of children were eligible for free and reduced cost lunches at Campbell County School District #1.
- In 2020-2021 there were 229 self-reported homeless children receiving educational services at the Campbell County School District #1.
- 182 homeless youth and young adults sought emergency services at the Y.E.S. House in 2021.
- 13.6% of families in Campbell County live below the poverty level (2020 Annie E. Casey Kids Count reports).

2. Families with at-risk factors

- Wyoming Prevention Needs Assessment Survey's was conducted in 2018 with 6th, 8th, 10th and 12th grade students with the goal of assessing adolescent substance use, anti-social behavior, school safety and the risk and protective factors that predict youth behavior problems. This survey revealed that in Campbell County: 1). *risk factor – poor family management*: 6 graders – 26%; 8 graders – 37%; 10 graders – 28%; and 12 graders – 31%; 2). *risk factor – parents attitude favorable to ASB (anti-social behavior)*: 6 graders – 28%; 8 graders – 44%; 10 graders – 45%; and 12 graders – 33%. *risk factor – parents attitude favorable to Drugs*: 10th graders – 45%; 12 graders – 57%.
 - Family structure can also have adverse effects on youth. Families are struggling to stay together. According to the Centers for Disease Control and Prevention, in 2020 the national divorce rate was 2.3 divorces per 1,000 people; in Campbell County that rate was 4.5 according to Wyoming Department of Health.
 - Department of Family Services in Campbell County receives between 960 to 1,200 reports on child abuse and/or neglect annually; and there were 180 children in foster care on any given day.
3. Suicide and Children; WY Prevention Needs Assessment 2020
 31% of youth felt sad or hopeless
 20% seriously considered attempting suicide
 11% attempted suicide
 Wyoming ranked #1 in number of suicides per 100,000 (30.46 per 100,000) population in 2020 (American Foundation for Suicide Prevention 2020).

2. What is the resource gap(s) that is being addressed by your program?

The need for the Day Treatment Program was identified by the Department of Family Services in Campbell County and supported by the Campbell County Juvenile Services Partnership (JSP) Coalition. JSP includes representatives from more than thirty agencies, organizations, businesses and individuals that work with or are committed to children and families. DFS and the members of the Coalition identified a gap or lack of adequate services to youth that combines treatment with education while allowing families to stay together and children to remain in the community. DFS/JSP also stressed that poor family management skills and parents attitude favorable to anti-social behaviors and drug use need to be addressed as well.

3. Describe what research-based programs and strategies will be utilized to make the program successful.

The Day Treatment program utilizes several research-based practices that are effective when working with high-risk families. First of all, the core of the program is based on active family involvement, their voice and choice, utilizing Positive Practices and on addressing risk factors by building on the positive assets that families possess. It is a family-centered program.

The Day Treatment educational component is geared to meet the individual academic needs of youth through a highly structured, individualized and supportive setting.

The treatment portion of the program utilizes the following evidence-based treatment modalities: cognitive behavioral therapy, motivational interviewing, (<http://www.nrepp.samhsa.gov>, both are rated best practice by the Substance Abuse and Mental Health Services Administration, SAMSHA); components of Family Behavioral Therapy and Functional Family Therapy (<http://www.drugabuse.gov>, rated best practice by the National Institute of Drug Abuse). When substance use is an issue for youth, relapse prevention and a 12-Step Program are utilized (<http://www.drugabuse.gov>, are rated best practice by National Institute of Drug Abuse). Treatment goals are developed on an individualized basis in collaboration with the family. Both the individual and family strengths are utilized to encourage therapeutic change.

Furthermore, an individualized behavioral plan, that outlines goals and issues, is developed for each youth using the Family Group Conferencing model. Youth's involvement in positive recreation, and artistic and cultural experiences serve as an additional strong reinforcement for youth to succeed.

Families' participation in the Nurturing Parent Program. This 12-week evidence-based Nurturing Parenting Program builds protective factors in families and increases the health and well-being of youth and their families. (<http://www.nrepp.samhsa.gov>, rates best practice by the Substance Abuse and Mental Health Services

Administration, SAMSHA and <http://www.ojjdp.gov>, by the Office of Juvenile Justice and Delinquency Prevention). The Nurturing Parenting Program continues to make significant impact on families and their functionality.

C. Community Partnerships

1. A description of how community wide collaboration in planning and implementation occurred.

Campbell County is a team-oriented community. The JSP coalition meets monthly to share concerns, identify the gaps and needs of the community, establish goals, set guidelines, and make decisions. The following need assessment surveys were reviewed to identify the priorities for children and families in Campbell County: the Preventive Needs Assessment (PNA), the Campbell County CARE Board need assessment for low-income families, data provided by the DFS, County Attorney's Office, Diversion and Juvenile Probation Department, Gillette Police Department, Sheriff's Office, Council of Community Services, Census data, etc. The members also looked at the Community Human Service Resource Manual that details the services provided by human resource agencies and organizations in Campbell County. Based on the data provided and identified service gaps, the JSP members and DFS representatives assessed the needs of the community and chose the risk factors (poor family management skills, parents attitude favorable to anti-social behaviors and drug use, high alcohol and tobacco use among teens) that the TANF/CPI funds will be used to address.

JSP/DFS felt that the Y.E.S. House Day Treatment program is made of elements that address these risk factors and strengthen such protective factors such as bonding among family members, empowering families to become nurturing and a stronger unit, connecting youth to positive role models through mentoring and building healthy values and beliefs. Therefore, the services that Day Treatment provides which combine counseling, mentoring, substance abuse groups, parenting classes while allowing families to stay together and youth to remain in the community were one of the focuses during the community planning process.

2. List the community partners involved in the program implementation and the resources that will be provided by each partner.

(Additional lines/pages may be added if needed.)

Community Partner	Resource that will be provided
Diversion and Juvenile Probation Departments	Assist with referrals and participate in the youth's case management
Department of Family Services	Assists with referrals and development of individual treatment plans, the evaluation process, conducts background checks of employees and volunteers; assists with gap analysis
Campbell County Extension Office	Provides instructors to teach nutrition and healthy living classes
Workforce Center	Coordinates internships/apprenticeships for clients to learn job-related skills and provide pre/post-employment training
Gillette Abuse Refuge Foundation (a domestic violence shelter)	Conducts educational presentations to parents and teens at our Nurturing Parent classes
Juvenile Services Partnership	Assists with gap analysis/need assessments

3. Describe how the program will be sustained by the community beyond the funding period.

The need for the Day Treatment Program was determined by DFS and the Campbell County Juvenile Services Partnership Coalition. The community felt it was our major priority to start serving youth that needed treatment and educational services while keeping them in their homes. The Coalition members meet the second Friday of every month and discuss various programs that are implemented in the community, and how they can be sustained. The main factor in the sustainability of the program beyond the TANF funding is the community involvement in serving needy children and families. Additionally, the Y.E.S. House has a long history of collaborating with private, governmental and corporate entities in the community for referral services, support, employment opportunities for our

youth, volunteers' involvement, etc. This is another important factor in sustaining the Day Treatment Program. The Y.E.S. House Foundation also started an Endowment Fund with the goal to ensure that the programs at our agency will be sustained as long as there is a need for them.

D. Project Goals and Outcomes

1. Goals for the Project: What are the goals of your program? How will you serve TANF eligible individuals/families?

It is the goal of the program to assist families in moving towards self-sufficiency by providing youth with treatment and educational services while keeping them in their homes; and by providing families with individual and family counseling, family classes, etc. The whole program is a collaborative community-based and data-driven project to address the pressing needs of children and families in Campbell County.

2. Outcomes: Using the chart below, please identify the measurable outcomes you expect for TANF eligible individuals/families as a result of program implementation in order to meet the above goals? These measurements will be used to evaluate the program's success.

Complete your outcomes for TANF CPI: (additional lines/pages may be added if needed)

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
Keep families intact	77% of youth will be safely maintained and cared for in their homes	- Nurturing Parent classes for parents and teens - Substance abuse and mental health groups - Individual and family counseling - Life skills groups	Case notes while clients in the program, and follow up records with families after the discharge
Improve family management skills and functioning	86% of families improve their family management skills; and learn about healthy relationships, communication and healthy behaviors	Participation in the Nurturing Parent Program	Pre and post Nurturing Quiz

3. Describe your data collection methods to be used.

Data will be collected from the Nurturing Parent quizzes, interviews, clients' satisfaction surveys, case notes, and follow ups will be utilized to assess program's effectiveness. During quarterly meetings, the partners of the program will discuss if the program is meeting its benchmarks, analyze what data is revealing, discuss solutions and make the strategic plan for the next four months.

4. How will you evaluate the effectiveness of the TANF program for individuals/families served? How do you determine the success of your program?

Data from the above instruments, interviews, and documents will be compiled monthly and submitted on a quarterly basis. This is accomplished through a combined, team effort that includes therapists, educational personnel, youth advocates/case managers and evaluator. The Project Evaluator will report on what the analyzed data has revealed. Much of the data is subject to analysis for rate and percentage of change. The evaluation plan will consist of incorporating key methodologies, that of process and outcome evaluations, into the overall plan. The PROCESS evaluation will tell if the program is effective: if parents are improving their family management skills; if cooperation with the outside agencies is contributing to the program's effectiveness, etc. The OUTCOMES Evaluation will address

whether the program is achieving its intended outcomes. The partners will estimate the direction of the trend, and if the program is achieving its goals.

A post-discharge instrument will also be utilized which follows the family at 3, 6 and 12 months after discharge from the Day Treatment Program. The information on this instrument is acquired by phone or face-to face visits with the youth and/or family. If the family moves out of area, attempts will be made to obtain an address and phone number to follow-up.

G. TANF Recruitment

1. Describe your recruitment and enrollment process or TANF eligible individuals/families?

The program does extensive outreach to reach out to the TANF eligible families that need Day Treatment. Staff conduct weekly communications with organizations that work with families; present to counselors at the Campbell County School District and at civic organizations/clubs. Program's representatives serve on local coalitions and boards such as Juvenile Services Partnership, Community Juvenile Services Board, Campbell County Prevention Council, Child Protection Team and CARE board (oversees CSBG funds for low-income families) to communicate to the community about the Y.E.S. House programs, enrollment process and eligibility. The enrollment process is simple and client friendly. The Manager for Day Treatment reviews all referrals, assesses eligibility, makes a contact with the family, and then refers family to the Y.E.S. House therapy department to do an initial clinical intake/assessment. The Y.E.S. House financial specialist meets with the family to go over the income verification. The family is enrolled in the Day Treatment services between 7 to 14 days.

2. What is the projected number of TANF eligible individuals that will be served by this program?

Ten to eight youth will be served in the program daily, making a total of thirty (30) individual youth, one-hundred and five (105) family members will be served during twelve months.

3. Provide an explanation on how income information will be gathered to determine TANF eligibility. Income eligibility shall be established by verifying gross family income for the previous month. Applicants shall use a TANF Eligibility Intake Form. A copy of the TANF Eligibility Intake Form shall be attached to this proposal.

The youth that will receive services will be youth whose families are living with incomes that are at or below 185% of the federal poverty level. The TANF eligibility intake form will be utilized to determine eligibility. Parents will be asked to bring two of their most current pay stubs and tax returns for the last 2 years to confirm eligibility.

BUDGET

1. TANF funds are limited and can only provide a portion of the funding needed for services. What are your other funding sources that will be used to operate the program? (i.e. *Cash contributions and non-federal funds used to support*)

Day Treatment is supported by the City of Gillette 1% tax, private donations, and private insurance/Medicaid if clients have insurance.

2. What are the cost/benefits of providing this program? In other terms, what is the Return on Investment (ROI)? ROI is a performance measure used to evaluate the efficiency of an investment.

There are two very clear cost-benefits associated with the Day Treatment program. The first is monetary or dollar savings; and the second is the cost benefit to quality of life for the child, family and community.

The Y.E.S. House anticipates that from October 1, 2022 through September 30, 2023 the Day Treatment program will serve 30 TANF eligible children for a total of 2,800 child service days. The daily cost per day per child for this TANF/CPI grant is \$20.19. It is important to further note that the Day Treatment Program is not focused solely on the

child, but focuses on the entire family, making the total number of people served by the program 105, further reducing the cost per day.

The financial benefit to the state of Wyoming as a result of the Day Treatment is impressive. For every 50 Wyoming families that reach self-sufficiency, Wyoming experiences the following cost savings:

Eliminated foster care cost (25 children)	\$330,000
Food stamps savings (27 families)	\$77,150
Medicaid savings (20 families)	\$175,000
Eliminated incarceration cost (9 youth)	\$493,560

Annual savings to Wyoming	\$1,075,710
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The cost benefit as it relates to the quality of life for the youth, family and community is directly related to the youth remaining in their homes and the community. The youth continue to maintain strong bonds with their family and allows them to develop positive support systems that will directly impact their success after they have graduated from the program. Treatment and case management involving the entire family is crucial to the success of the youth. There must be developed a positive, supportive recovery environment for youth to be successful. Furthermore, families frequently have more than one child and the success and knowledge they experience will benefit other family members.

Annual Budget
Youth Emergency Services, Inc.
\$38,212.75

	Program Costs	Admin Costs	Summary and Justification for Budget Expense
Salaries <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Wages for all staff who provide direct client services.	27,100	3,040	- Admin: supervision, grant/outcomes management - Program: 50% of wages of 1 FT Case Manager 20% of salaries of 1 FT therapist
Employer Paid Benefits <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Wages for all staff who provide direct client services.	3,197	-	Benefits are 11.8%.
Employer Payroll Taxes <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Wages for all staff who provide direct client services.	2,710	-	Payroll taxes are 10%
Supplies <u>Admin:</u> Supplies and expenses needed to manage the grant. <u>Program:</u> Supplies needed for instructor use. *cannot include computers	1,984.75	181	- Program: client supplies such as paper, books, art supplies, food - Admin: office supplies
Recruiting and Marketing Cannot include promotional items.	-	-	
Travel		-	

Travel necessary to serve participants.			
Rent and utilities Rent and utilities for space provided to direct services for participants. *cannot be used for participant rent/utilities			
Participant Tuition and Class Fees			
Participant Class Supplies and Materials			
Participant License and Certification Fees			
Participant Drug and Aptitude Screening Can include other types of assessments.			
Work Support Services and Clothing			
Participant Wages			
Participant Fringe Benefits			
Participant Incentives			
Other Student Needs: Description -			
Sub-Total	34,991.75	3,221	Total Administrative Costs cannot exceed 10% of your total <i>Program</i> Costs
TOTAL BUDGET (Program + Admin)	38,212.75		
Number of TANF Participants Planning to Serve	23		
Cost Per TANF Participants	\$1,661.42		or \$17.49 per participant a day

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CREDIT CARD REQUEST

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

First Name: Tyler Last Name: Reble

Department: ITS

Mailing Address: 500 South Gillette Avenue, Ste B700

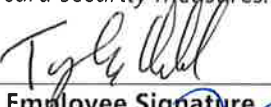
City: Gillette State: WY Zip Code: 82716

Business Phone: 307-682-7860 *Cell Phone: _____

Credit Increase Amount: _____

** 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

10-13-2022

Date


Authorizing Department Signature

10-17-22

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: _____

2nd Line on Card: Tyler Reble

Credit Limit: \$3,000

Date Submitted to First National Bank: _____

APPENDIX I



Campbell County

Mobile Computing Device Request

This form is to be used to request access to the Campbell County Network for use by a mobile computing device. This device may be a personally owned device or a County owned device. Requests for the authorization to purchase a County owned device should be made through the budget process. This form also acknowledges your understanding and acceptance of the Campbell County Personnel Guideline 507. Electronic Data and Voice Communications Equipment Use.

Employee Information

Name: Karlie Steele

Employee #:

Title: Early Childhood Instructor

Department: CDS

Supervisor Name: Tausha Edmonds

Type of Device access is being requested for: I-phone

Owner of the device (i.e. Personal, County owned): Personal

Level of Access Requested: County Email

Justification: To ensure timely communication with families of children in her classroom and with co-workers.

Department Head Approval

I hereby request the employee named above be given access to the Campbell County Network based on the information provided above.

Signature: 

Date: 10/18/2022

Date of Approval:

Date of Denial:

Reason for Action:

Commissioner Signature:

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM: Attorney's Office

DATE: October 31, 2022

SUBJECT: Budget Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
	\$26,000	100061-60005	Salary/Leave	100061-62280	Legal

Department Head Signature: _____

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM: Susan Saunders

DATE: 10/25/22

SUBJECT: Budget Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
10/25/22	\$500.00	100023-64000	Supplies	100023 – 63450	Reimbursement Expense

Department Head Signature: Susan Saunders /gd 10/25/22

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM: Susan Saunders

DATE: 10/26/22

SUBJECT: Budget Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
10/26/22	\$500.00	100021-64000	Supplies	100021 – 62200	Assn Dues, Fees and Licensure

Department Head Signature: Susan Saunders *gd 10/26/22*

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

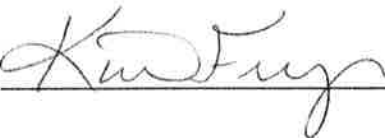
FROM: Extension Office

DATE: 10/19/2022

SUBJECT: Budget Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
10/19/2022	250.00	104.64150	Gasoline	104.62450	EE Dev Meet Trav Meal Lodge

Department Head Signature:  *gd 10/19/22*

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners
FROM: Brandy Elder, Human Resources
DATE: 10/24/2022
SUBJECT: Budget Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From: Self Insurance			Transfer To: Office Furniture/Equip.	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
10/24/22	\$2,500	100161 - 62880	Self-Insurance	100161 - 65020	Office Furniture & Equipment

Department Head Signature: _____



10/25/22

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners
FROM: Parks and Recreation
DATE: 10-13-2022
SUBJECT: Budget Line-Item Transfer Request

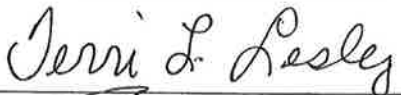
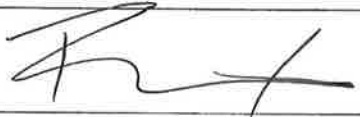
Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
10-13-2022	\$300	100772-65080	BuildMaint.	100772-64000	Uniforms
		770772- Build Maint		770772- Uniforms	

Department Head Signature: *Dwight D. Dilling* ✓ gd 10/19/22
Commissioner Signature: _____

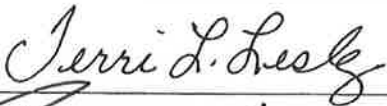
2022-116

Position Vacancy Justification

Department:	LIBRARY			Date:	10/25/2022
Position Title:	Youth Services Coordinator				
Classification Grade:	107	Current Salary of Incumbent:	\$66,256.06		
Salary Range:	Min \$22.20	Mid \$28.21	Max \$34.21		
Justification for Hiring Position:	Filling existing budgeted position due to incumbent taking a new position within the library. This position is essential for meeting community demands for youth services. It includes developing and presenting literature-based programs, summer reading, and reader's advisory. Supervision of youth, reference help, and guidance in the use of on-line database are critically needed. Coordinates, trains, and directs staff. Collects and maintains physical and digital collections.				
Termed Incumbent:					
Position Originated:	Budgeted Position				
Funding Source for Position:	County: YES	State: NO	Federal: NO	Other: NO	Explain Other:
Status Code:	Full-Time YES	Part-Time NO	Number of Annual Hours:		2080 (40/week)
Reason for Vacancy:	Replacement due to Termination:		Replacement due to Retirement:		New Position: Incumbent hired in 40/hr Ref. position
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	 10/25/2022				
H.R. Resources Director Approval & Date	 10/25/2022				
Commissioner Approval & Date					

2022-115

Position Vacancy Justification

Department:	LIBRARY			Date:	10/25/2022
Position Title:	Youth Services Specialists				
Classification Grade:	106	Current Salary of Incumbent:	\$20,987.20		
Salary Range:	Min \$20.18	Mid \$25.604	Max \$31.09		
Justification for Hiring Position:	Filling existing budgeted position due to incumbent taking a new position within the library. This position is essential for meeting community demands for youth services. It includes developing and presenting literature-based programs, summer reading, and reader's advisory. Supervision of youth, reference help, and guidance in the use of on-line database are critically needed.				
Termed Incumbent:					
Position Originated:	Budgeted Position				
Funding Source for Position:	County: YES	State: NO	Federal: NO	Other: NO	Explain Other:
Status Code:	Full-Time NO	Part-Time YES	Number of Annual Hours:		1040 (20/week)
Reason for Vacancy:	Replacement due to Termination:		Replacement due to Retirement:		New Position: Incumbent hired in 25/hr position
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	 10/25/2022				
H.R. Resources Director Approval & Date	 10/25/2022				
Commissioner Approval & Date					

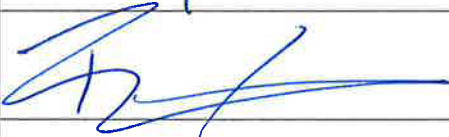
2022-113

Position Vacancy Justification

Department:	Public Works – Custodial		Date:	10/19/2022	
Position Title:	Custodian I				
Classification Grade:	102	Current Salary of Incumbent:	\$16.96		
Salary Range:	Min \$15.85	Mid \$20.14	Max \$24.42		
Justification for Hiring Position:	Termed Employee				
Termed Incumbent:					
Position Originated:	Budgeted Position FY22-23				
Funding Source for Position:	County: x	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time x	Part-Time	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Termination: x		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	 10/20/2022				
H.R. Resources Director Approval & Date	 10/21/22				
Commissioner Approval & Date					

2022-012

Position Vacancy Justification

Department:	Public Works – Custodial		Date:	10/18/2022	
Position Title:	Custodian I				
Classification Grade:	102	Current Salary of Incumbent:	\$15.85		
Salary Range:	Min \$15.85	Mid \$20.14	Max \$24.42		
Justification for Hiring Position:	Termed Employee				
Termed Incumbent:					
Position Originated:	Budgeted Position FY22-23				
Funding Source for Position:	County: x	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time x	Part-Time	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Termination: x		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	 10/18/2022				
H.R. Resources Director Approval & Date	 10/18/22				
Commissioner Approval & Date					

2022-114

Position Vacancy Justification

Department:	Treasurer		Date:	10/21/2022	
Position Title:	Deputy County Treasurer I				
Classification Grade:	103	Current Salary of Incumbent:			
Salary Range:	Min 34,611.20	Mid 43,981.60	Max 53,352.00		
Justification for Hiring Position:	Resignation of Deputy County Treasurer I				
Termed Incumbent:					
Position Originated:	Previously Originated				
Funding Source for Position:	County: X	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time X	Part-Time	Number of Annual Hours:		
Reason for Vacancy:	Replacement due to Termination: Resignation		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	<i>Crystal Conley, Deputy</i>				
H.R. Resources Director Approval & Date	<i>[Signature]</i> 10/24/22				
Commissioner Approval & Date					

The following page(s) contain the backup material for Agenda Item: [Military Family Month Proclamation](#)

*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.

PROCLAMATION OF NOVEMBER AS THE MILITARY FAMILY MONTH

RESOLUTION NO. 3031

WHEREAS, November is Military Family Month, and we take this opportunity to appreciate the continuous sacrifices and contributions of our military families.

WHEREAS, the observance recognizes the challenges family members face in support of their loved ones in uniform. Military families are our unsung heroes. The dedication and contributions of military families often go unnoticed. Without their contributions, the military won't be able to survive, which is why this month honors all the members of their families.

WHEREAS, without their commitment and dedication, it would be impossible for our military to remain organized and focused. They deserve to be honored. Families of service members face constant stress and obstacles when their spouses or parents are deployed. Taking care of everything single-handedly, while worrying about their spouse's safety, can be physically and psychologically overwhelming. A little show of appreciation is the least we can do to honor them.

WHEREAS, they are our patriots who support their family members, while enriching the communities they call home.

NOW, THEREFORE, BE IT PROCLAIMED, that the Campbell County Board of Commissioners do hereby declare November 2022 as "Military Family Month" to honor the parents and children who stay behind and love their family members on active duty to protect the interests of their nation.

RESOLVED this 1st day of November, 2022.

**BOARD OF COUNTY COMMISSIONERS
IN AND FOR CAMPBELL COUNTY**

Del Shelstad, Chairman

Rusty Bell, Member

Bob Maul, Member

Colleen Faber, Member

Don Hamm, Member

ATTEST: _____
Susan Saunders, County Clerk

The following page(s) contain the backup material for Agenda Item: [9:10 Operation Green Light for Veterans Proclamation](#)

*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.

A RESOLUTION SUPPORTING OPERATION GREENLIGHT FOR VETERANS

RESOLUTION NO. 3032

WHEREAS, the residents of Campbell County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Campbell County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes, and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Campbell County appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted; and

NOW, THEREFORE, BE IT PROCLAIMED, that the Campbell County Board of Commissioners do hereby declare the month of November 2022 a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service. In observance of Operation Green Light, the Campbell County Board of Commissioners encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

RESOLVED this 1st day of November, 2022.

**BOARD OF COUNTY COMMISSIONERS
IN AND FOR CAMPBELL COUNTY**

Del Shelstad, Chairman

Rusty Bell, Member

Bob Maul, Member

Colleen Faber, Member

Don Hamm, Member

ATTEST: _____
Susan Saunders, County Clerk

The following page(s) contain the backup material for Agenda Item: [9:15 Board Appointments, CARE Board](#)

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

**OFFICE**

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

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS

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

MEMORANDUM

TO: Commissioners
FROM: Kristin Young, Grants Specialist
RE: Ratification of CARE Board Members
DATE: November 1, 2022

The Campbell County Community, Advocacy, Resources, & Education (CARE) Board is requesting the Commissioners ratify the following (CARE) Board members:

Liza Thomson, elected by Wright Community Assistance. Filled term expiring 1/31/2023.

Megan Swords, appointed by Campbell County CARE Board. Filled term expiring 1/31/2024.

Amanda Muhlbauer, appointed by City of Gillette. Filled term expiring 1/31/2025.

Richard Burton, appointed for a second term by Campbell County CARE Board. Filled term expiring 1/31/2025.

The CARE Board has now filled all positions. A special election is scheduled to be held in January 2023 at the Council of Community Services and Wright Community Assistance to fill the expiring terms.

The following page(s) contain the backup material for Agenda Item: [9:20 Contract for Services, Boys & Girls Club](#)

*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
BOYS AND GIRLS CLUB OF CAMPBELL COUNTY
Fiscal Year 2022-2023**

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 Boys and Girls Club of Campbell County, 410 Lakeside Dr., 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, 2022 and ending on June 30, 2023.

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, up to a total of \$45,000 for 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. Utilize funds to provide scholarships for individuals unable to pay to participate in CONTRACTOR'S programming. An itemized accounting for each child participating must accompany the invoice for reimbursement which included eligibility.
2. Monthly Reimbursement packet submitted to the Campbell County CARE Board via email to Kristin Young kristin.young@campbellcountwy.gov and Sandra Beeman sandra.beeman@campbellcountwy.gov in the Campbell County Commissioners Office by the 11th of each month. A 'Monthly Reimbursement Packet' must contain the following:
 - a. A signed invoice using 'Attachment A' '2022-2023 County 1 % Tracking Workbook' . The invoice must be signed for each monthly tab.
 - b. Email the '2022-2023 County 1 % Tracking Workbook' in Excel workbook 'attachment A' along with the expenditure packet.
 - c. **Supporting documentation of all amounts appearing on the invoice.**
 - d. *As applicable:* Itemized receipts/invoices detailing expenditures. An itemized receipt has the following elements:
 - i. The vendor/place of purchase with address.
 - ii. The amount.
 1. If the organization is exempt from paying sales tax, sales tax is not reimbursable. Do not include it in the reimbursement total. If sales tax is on the receipt, cross it out and make a note that sales tax was

removed. Exceptions for out-of-state purchases may be made on a case by case basis.

- iii. The detail of what was purchased. If it is unclear, please write notes on what the expenditure was. For example, if the receipt says: DZ BOX ASSORT, make the note '1 dozen bagels' to explain the purchase.
 - iv. The date.
 - v. Clearly indicate the amount charged to the county and the amount charged to another funding source if the organization must split up bills.
 - vi. For services rendered: statement(s) of service. Individual names may be redacted and instead client numbers provided.
 - vii. For scholarships: Proof of program enrollment or applicable statement for scholarships. Individual names may be redacted and instead client numbers provided.
- e. *As applicable:* For grants-in-aid (including scholarships), please complete the 'Grants-in-aid' spreadsheet provided (Attachment B), in addition to providing all the supporting documentation above from 2d.
 - f. *As applicable:* Salary/Employee Fringe Benefits detail/payroll report – Must clearly indicate the amount charged to the county and provide supporting documentation such as timesheets and pay detail.
 - g. The county can be invoiced only for received expenditures for which the organization has already paid. *Exceptions to this are services and scholarships considered grants-in-aid.* It is recommended, but not required, to provide in the 'Monthly Reimbursement Packet' proof of payment to the vendor along supporting documentation in any one of the following forms:
 - i. Canceled check
 - ii. Bank statements
 - iii. Reconciliation statement showing the check number and that the payment was received or "cashed"
 - iv. General ledger posting proof of reconciliation (budget detail with check #)
 - v. **The county may request the above items at any time as part of our monitoring process.**
- 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.
 - 6. **Campbell County would like to track 1% funds used to support community services for Veterans. The County would like to encourage organizations to add voluntary disclosure of Veteran status to intake forms or some other form for collecting this information appropriate to your organization. Suggested wording:**

Voluntary Disclosure - This information will be kept confidential and will only be used for reporting purposes on 1% funds used for services provided and for no other purpose. Providing this information may help the County and this organization maintain and or increase services in the future.

Are you, or someone in your household, a veteran?

Yes/No/Choose not to Answer

As applicable, organizations will be asked to provide the number of Veterans served if such information is provided to your organization.

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

Del Shelstad, Chairman
Board of Commissioners

Date

ATTEST:

Susan F. Saunders, County Clerk

BOYS AND GIRLS CLUB OF CAMPBELL COUNTY

MARY LOW TATE
Mary Low Tate
Chair (print & sign)
Board of Directors

10/1/22
Date

ATTEST:

Secretary (print & sign)

The following page(s) contain the backup material for Agenda Item: [9:25 Contract for Services, Senior Center](#)

*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
CAMPBELL COUNTY SENIOR CITIZENS ASSOCIATION, INC.
Fiscal Year 2022-2023**

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 Campbell County Senior Center Association, Inc., 701 Stocktrail Avenue, 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, 2022 and ending on June 30, 2023.

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, up to a total of \$435,000 for 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. Pursuant to W.S. 18-2-105, establish and maintain a senior citizen center to provide transportation, information, recreation facilities and other services which will enable senior citizens to maintain their independence and to avoid institutional care as long as possible. Funds may also be used to as match funding to secure federal and state grants.
2. Monthly Reimbursement packet submitted to the Campbell County CARE Board via email to Kristin Young kristin.young@campbellcountyywy.gov and Sandra Beeman sandra.beeman@campbellcountyywy.gov in the Campbell County Commissioners Office by the 11th of each month. A 'Monthly Reimbursement Packet' must contain the following:
 - a. A signed invoice using 'Attachment A' '2022-2023 County 1 % Tracking Workbook' . The invoice must be signed for each monthly tab.
 - b. Email the '2022-2023 County 1 % Tracking Workbook' in Excel workbook 'attachment A' along with the expenditure packet.
 - c. **Supporting documentation of all amounts appearing on the invoice.**
 - d. *As applicable:* Itemized receipts/invoices detailing expenditures. An itemized receipt has the following elements:
 - i. The vendor/place of purchase with address.
 - ii. The amount.

1. If the organization is exempt from paying sales tax, sales tax is not reimbursable. Do not include it in the reimbursement total. If sales tax is on the receipt, cross it out and make a note that sales tax was removed. Exceptions for out-of-state purchases may be made on a case by case basis.
- iii. The detail of what was purchased. If it is unclear, please write notes on what the expenditure was. For example, if the receipt says: DZ BOX ASSORT, make the note '1 dozen bagels' to explain the purchase.
- iv. The date.
- v. Clearly indicate the amount charged to the county and the amount charged to another funding source if the organization must split up bills.
- vi. For services rendered: statement(s) of service. Individual names may be redacted and instead client numbers provided.
- vii. For scholarships: Proof of program enrollment or applicable statement for scholarships. Individual names may be redacted and instead client numbers provided.
- e. *As applicable*: For grants-in-aid (including scholarships), please complete the 'Grants-in-aid' spreadsheet provided (Attachment B), in addition to providing all the supporting documentation above from 2d.
- f. *As applicable*: Salary/Employee Fringe Benefits detail/payroll report – Must clearly indicate the amount charged to the county and provide supporting documentation such as timesheets and pay detail.
- g. The county can be invoiced only for received expenditures for which the organization has already paid. *Exceptions to this are services and scholarships considered grants-in-aid.* It is recommended, but not required, to provide in the 'Monthly Reimbursement Packet' proof of payment to the vendor along supporting documentation in any one of the following forms:
 - i. Canceled check
 - ii. Bank statements
 - iii. Reconciliation statement showing the check number and that the payment was received or "cashed"
 - iv. General ledger posting proof of reconciliation (budget detail with check #)
 - v. **The county may request the above items at any time as part of our monitoring process.**
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.
6. **Campbell County would like to track 1% funds used to support community services for Veterans. The County would like to encourage organizations to add voluntary disclosure of Veteran status to intake forms or some other form for collecting this information appropriate to your organization. Suggested wording:**

Voluntary Disclosure - This information will be kept confidential and will only be used for reporting purposes on 1% funds used for services provided and for no other purpose. Providing this information may help the County and this organization maintain and or increase services in the future.

Are you, or someone in your household, a veteran?

Yes/No/Choose not to Answer

As applicable, organizations will be asked to provide the number of Veterans served if such information is provided to your organization.

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

Del Shelstad, Chairman
Board of Commissioners

Date

ATTEST:

Susan F. Saunders, County Clerk

CAMPBELL COUNTY SENIOR CITIZENS ASSOCIATION, INC.

Janice K. Chasteen
Chair (print & sign)
Board of Directors

10/5/2022
Date

ATTEST:

DJ Towhe
Secretary (print & sign)

DJ Towhe

The following page(s) contain the backup material for Agenda Item: [9:30 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 2022-2023**

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, 2022 and ending on June 30, 2023.

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, up to a total of \$26,775 with supplemental \$4,324.25 supplemental for a total of \$30,999.25 for 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. Monthly Reimbursement packet submitted to the Campbell County CARE Board via email to Kristin Young kristin.young@campbellcountywy.gov and Sandra Beeman sandra.beeman@campbellcountywy.gov in the Campbell County Commissioners Office by the 11th of each month. A 'Monthly Reimbursement Packet' must contain the following:
 - a. A signed invoice using 'Attachment A' '2022-2023 County 1 % Tracking Workbook' . The invoice must be signed for each monthly tab.
 - b. Email the '2022-2023 County 1 % Tracking Workbook' in Excel workbook 'attachment A' along with the expenditure packet.
 - c. **Supporting documentation of all amounts appearing on the invoice.**
 - d. *As applicable:* Itemized receipts/invoices detailing expenditures. An itemized receipt has the following elements:
 - i. The vendor/place of purchase with address.
 - ii. The amount.
 1. If the organization is exempt from paying sales tax, sales tax is not reimbursable. Do not include it in the reimbursement total. If sales tax is on the receipt, cross it out and make a note that sales tax was

removed. Exceptions for out-of-state purchases may be made on a case by case basis.

- iii. The detail of what was purchased. If it is unclear, please write notes on what the expenditure was. For example, if the receipt says: DZ BOX ASSORT, make the note '1 dozen bagels' to explain the purchase.
 - iv. The date.
 - v. Clearly indicate the amount charged to the county and the amount charged to another funding source if the organization must split up bills.
 - vi. For services rendered: statement(s) of service. Individual names may be redacted and instead client numbers provided.
 - vii. For scholarships: Proof of program enrollment or applicable statement for scholarships. Individual names may be redacted and instead client numbers provided.
- e. *As applicable*: For grants-in-aid (including scholarships), please complete the 'Grants-in-aid' spreadsheet provided (Attachment B), in addition to providing all the supporting documentation above from 2d.
 - f. *As applicable*: Salary/Employee Fringe Benefits detail/payroll report – Must clearly indicate the amount charged to the county and provide supporting documentation such as timesheets and pay detail.
 - g. The county can be invoiced only for received expenditures for which the organization has already paid. *Exceptions to this are services and scholarships considered grants-in-aid.* It is recommended, but not required, to provide in the 'Monthly Reimbursement Packet' proof of payment to the vendor along supporting documentation in any one of the following forms:
 - i. Canceled check
 - ii. Bank statements
 - iii. Reconciliation statement showing the check number and that the payment was received or "cashied"
 - iv. General ledger posting proof of reconciliation (budget detail with check #)
 - v. **The county may request the above items at any time as part of our monitoring process.**
- 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.
 - 6. **Campbell County would like to track 1% funds used to support community services for Veterans. The County would like to encourage organizations to add voluntary disclosure of Veteran status to intake forms or some other form for collecting this information appropriate to your organization. Suggested wording:**

Voluntary Disclosure - This information will be kept confidential and will only be used for reporting purposes on 1% funds used for services provided and for no other purpose. Providing this information may help the County and this organization maintain and or increase services in the future.

Are you, or someone in your household, a veteran?

Yes/No/Choose not to Answer

As applicable, organizations will be asked to provide the number of Veterans served if such information is provided to your organization.

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

Del Shelstad, Chairman
Board of Commissioners

Date

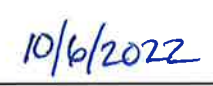
ATTEST:

Susan F. Saunders, County Clerk

COUNCIL OF COMMUNITY SERVICES



Chair (print & sign) Tonja Gale
Board of Directors



Date

ATTEST:

Secretary (print & sign)

The following page(s) contain the backup material for Agenda Item: [9:35 Contract for Services, Girl Scouts of Montana & 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
GIRL SCOUTS OF MONTANA AND WYOMING
Fiscal Year 2022-2023**

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 Girl Scouts of Montana and Wyoming, 2303 Grand Avenue, Billings, Montana, (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, 2022 and ending on June 30, 2023.

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, up to a total of \$2,500 for 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. Utilize funds solely for financial assistance and program costs in Campbell County.
2. Monthly Reimbursement packet submitted to the Campbell County CARE Board via email to Kristin Young kristin.young@campbellcountywy.gov and Sandra Beeman sandra.beeman@campbellcountywy.gov in the Campbell County Commissioners Office by the 11th of each month. A 'Monthly Reimbursement Packet' must contain the following:
 - a. A signed invoice using 'Attachment A' '2022-2023 County 1 % Tracking Workbook'. The invoice must be signed for each monthly tab.
 - b. Email the '2022-2023 County 1 % Tracking Workbook' in Excel workbook 'attachment A' along with the expenditure packet.
 - c. **Supporting documentation of all amounts appearing on the invoice.**
 - d. *As applicable:* Itemized receipts/invoices detailing expenditures. An itemized receipt has the following elements:
 - i. The vendor/place of purchase with address.
 - ii. The amount.
 1. If the organization is exempt from paying sales tax, sales tax is not reimbursable. Do not include it in the reimbursement total. If sales tax is on the receipt, cross it out and make a note that sales tax was removed. Exceptions for out-of-state purchases may be made on a case by case basis.

- iii. The detail of what was purchased. If it is unclear, please write notes on what the expenditure was. For example, if the receipt says: DZ BOX ASSORT, make the note '1 dozen bagels' to explain the purchase.
 - iv. The date.
 - v. Clearly indicate the amount charged to the county and the amount charged to another funding source if the organization must split up bills.
 - vi. For services rendered: statement(s) of service. Individual names may be redacted and instead client numbers provided.
 - vii. For scholarships: Proof of program enrollment or applicable statement for scholarships. Individual names may be redacted and instead client numbers provided.
- e. *As applicable*: For grants-in-aid (including scholarships), please complete the 'Grants-in-aid' spreadsheet provided (Attachment B), in addition to providing all the supporting documentation above from 2d.
- f. *As applicable*: Salary/Employee Fringe Benefits detail/payroll report – Must clearly indicate the amount charged to the county and provide supporting documentation such as timesheets and pay detail.
- g. The county can be invoiced only for received expenditures for which the organization has already paid. *Exceptions to this are services and scholarships considered grants-in-aid.* It is recommended, but not required, to provide in the 'Monthly Reimbursement Packet' proof of payment to the vendor along supporting documentation in any one of the following forms:
 - i. Canceled check
 - ii. Bank statements
 - iii. Reconciliation statement showing the check number and that the payment was received or "cashed"
 - iv. General ledger posting proof of reconciliation (budget detail with check #)
 - v. The county may request the above items at any time as part of our monitoring process.**
- 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.
- 6. Campbell County would like to track 1% funds used to support community services for Veterans. The County would like to encourage organizations to add voluntary disclosure of Veteran status to intake forms or some other form for collecting this information appropriate to your organization. Suggested wording:**

Voluntary Disclosure - This information will be kept confidential and will only be used for reporting purposes on 1% funds used for services provided and for no other purpose. Providing this information may help the County and this organization maintain and or increase services in the future.

Are you, or someone in your household, a veteran?

Yes/No/Choose not to Answer

As applicable, organizations will be asked to provide the number of Veterans served if such information is provided to your organization.

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

Del Shelstad, Chairman
Board of Commissioners

Date

ATTEST:

Susan F. Saunders, County Clerk

GIRL SCOUTS OF MONTANA AND WYOMING

Chair (print & sign)
Board of Directors

Date

ATTEST:

Secretary (print & sign)

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

*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
PREDATOR MANAGEMENT DISTRICT OF CAMPBELL COUNTY
Fiscal Year 2022-2023**

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 Predator Management District of Campbell County, 5201 Tarry Street, 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, for the purpose of predator management, as authorized by W.S. 11-6-201 to 210.

Term: This agreement shall be in effect for a one-year term beginning July 1, 2022 and ending on June 30, 2023.

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, up to a total of \$50,000 for 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. Pursuant to W.S. 11-6-205, the District Board shall carry out the general duties as outlined.
2. In accordance with W.S. 11-6-208, the District Board shall prepare and submit an annual report to the Board of County Commissioners.
3. Submit 'Reimbursement Request' to the Campbell County Commissioners Office via email to Kristin Young kristin.young@campbellcountywyo.gov and Sandra Beeman sandra.beeman@campbellcountywyo.gov by the 11th of each month. A 'Reimbursement Request' must contain the following:
 - a. An invoice.
 - b. Supporting documentation of all amounts appearing on the invoice.**
 - c. *As applicable:* Itemized receipts/invoices detailing expenditures. An itemized receipt has the following elements:
 - i. The vendor/place of purchase with address.
 - ii. The amount.
 1. If the organization is exempt from paying sales tax, sales tax is not reimbursable. Do not include it in the reimbursement total. If sales tax is on the receipt, cross it out and make a note that sales tax was

removed. Exceptions for out-of-state purchases may be made on a case by case basis.

- iii. The detail of what was purchased. If it is unclear, please write notes on what the expenditure was. For example, if the receipt says: DZ BOX ASSORT, make the note '1 dozen bagels' to explain the purchase.
 - iv. The date.
 - v. Clearly indicate the amount charged to the county and the amount charged to another funding source if the organization must split up bills.
 - vi. For services rendered: statement(s) of service. Individual names may be redacted and instead client numbers provided.
- d. The county can be invoiced only for received expenditures for which the organization has already paid. It is recommended, but not required, to provide in the 'Reimbursement Request' proof of payment to the vendor along supporting documentation in any one of the following forms:
- i. Canceled check
 - ii. Bank statements
 - iii. Reconciliation statement showing the check number and that the payment was received or "cashed"
 - iv. General ledger posting proof of reconciliation (budget detail with check #)
 - v. **The county may request the above items at any time as part of our monitoring process.**

4. Ensure all Board Members attend a board training workshop once during their Board term.

5. Campbell County would like to track 1% funds used to support community services for Veterans. The County would like to encourage organizations to add voluntary disclosure of Veteran status to intake forms or some other form for collecting this information appropriate to your organization. Suggested wording:

Voluntary Disclosure - This information will be kept confidential and will only be used for reporting purposes on 1% funds used for services provided and for no other purpose. Providing this information may help the County and this organization maintain and or increase services in the future.

Are you, or someone in your household, a veteran?

Yes/No/Choose not to Answer

As applicable, organizations will be asked to provide the number of Veterans served if such information is provided to your organization.

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

Del Shelstad, Chairman
Board of Commissioners

Date

ATTEST:

Susan F. Saunders, County Clerk

PREDATOR MANAGEMENT DISTRICT OF CAMPBELL COUNTY

Kevin F. Geis / Kevin F. Geis
Chairman (print & sign)
Board of Directors

10-18-2022
Date

ATTEST:

Wayne Pollatt / Wayne Pollatt
Secretary (print & sign)

The following page(s) contain the backup material for Agenda Item: [9:45 Contract for Services, Visitation & Advocacy Center](#)

*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
VISITATION AND ADVOCACY CENTER
Fiscal Year 2022-2023**

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 Visitation and Advocacy Center, 300 South Carey Avenue, 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, 2022 and ending on June 30, 2023.

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, up to a total of \$71,852 for 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. Administer a program of Visitation and Advocacy for children adjudicated to be in need of supervision, abused, neglected, or otherwise in need of advocacy within the Sixth Judicial District, specifically services for children in Campbell County.
2. Monthly Reimbursement packet submitted to the Campbell County CARE Board via email to Kristin Young kristin.young@campbellcountwy.gov and Sandra Beeman sandra.beeman@campbellcountwy.gov in the Campbell County Commissioners Office by the 11th of each month. A 'Monthly Reimbursement Packet' must contain the following:
 - a. A signed invoice using 'Attachment A' '2022-2023 County 1 % Tracking Workbook' . The invoice must be signed for each monthly tab.
 - b. Email the '2022-2023 County 1 % Tracking Workbook' in Excel workbook 'attachment A' along with the expenditure packet.
 - c. **Supporting documentation of all amounts appearing on the invoice.**
 - d. *As applicable:* Itemized receipts/invoices detailing expenditures. An itemized receipt has the following elements:
 - i. The vendor/place of purchase with address.
 - ii. The amount.
 1. If the organization is exempt from paying sales tax, sales tax is not reimbursable. Do not include it in the reimbursement total. If sales

tax is on the receipt, cross it out and make a note that sales tax was removed. Exceptions for out-of-state purchases may be made on a case by case basis.

- iii. The detail of what was purchased. If it is unclear, please write notes on what the expenditure was. For example, if the receipt says: DZ BOX ASSORT, make the note '1 dozen bagels' to explain the purchase.
 - iv. The date.
 - v. Clearly indicate the amount charged to the county and the amount charged to another funding source if the organization must split up bills.
 - vi. For services rendered: statement(s) of service. Individual names may be redacted and instead client numbers provided.
 - vii. For scholarships: Proof of program enrollment or applicable statement for scholarships. Individual names may be redacted and instead client numbers provided.
- e. *As applicable*: For grants-in-aid (including scholarships), please complete the 'Grants-in-aid' spreadsheet provided (Attachment B), in addition to providing all the supporting documentation above from 2d.
 - f. *As applicable*: Salary/Employee Fringe Benefits detail/payroll report – Must clearly indicate the amount charged to the county and provide supporting documentation such as timesheets and pay detail.
 - g. The county can be invoiced only for received expenditures for which the organization has already paid. *Exceptions to this are services and scholarships considered grants-in-aid.* It is recommended, but not required, to provide in the 'Monthly Reimbursement Packet' proof of payment to the vendor along supporting documentation in any one of the following forms:
 - i. Canceled check
 - ii. Bank statements
 - iii. Reconciliation statement showing the check number and that the payment was received or "cashed"
 - iv. General ledger posting proof of reconciliation (budget detail with check #)
 - v. **The county may request the above items at any time as part of our monitoring process.**
- 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.
 - 6. **Campbell County would like to track 1% funds used to support community services for Veterans. The County would like to encourage organizations to add voluntary disclosure of Veteran status to intake forms or some other form for collecting this information appropriate to your organization. Suggested wording:**

Voluntary Disclosure - This information will be kept confidential and will only be used for reporting purposes on 1% funds used for services provided and for no other

purpose. Providing this information may help the County and this organization maintain and or increase services in the future.

Are you, or someone in your household, a veteran?

Yes/No/Choose not to Answer

As applicable, organizations will be asked to provide the number of Veterans served if such information is provided to your organization.

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

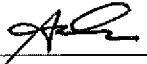
Del Shelstad, Chairman
Board of Commissioners

Date

ATTEST:

Susan F. Saunders, County Clerk

VISITATION AND ADVOCACY CENTER

 ALEX STEGER
Chairman (print & sign)
Board of Directors

10/14/22
Date

ATTEST:

Secretary (print & sign)

The following page(s) contain the backup material for Agenda Item: [9:50 Renewal FEMA/IPAWS Memorandum of 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) 686-7477 (Office)
(307) 689-7477 (Cell)

**Emergency Management
Agency****COORDINATOR**

David King

david.king@campbellcountyywy.gov

October 25th, 2022

To: Campbell County Commissioners
From: David King
RE: IPAWS MOA

I am asking Commission approval for Campbell County's renewal of the IPAWS (Integrated Public Alert and Warning System) Memorandum of Understanding (MOA) with the Department of Homeland Security's Federal Emergency's Management Agency.

In 2013 Campbell County became only the second county in Wyoming to be granted IPAWS alerting authority and this agreement with FEMA must be renewed periodically.

There is no direct cost for participating in IPAWS, however our access into its portal is accomplished through our Everbridge alerting and notification system which we subscribe to under an annually renewing agreement. Campbell County also has access into IPAWS through our WebEOC® "virtual" EOC software and our DASDEC hardware which issues alerts over local radio/TV stations (cable) via the Emergency Alert System (EAS).

IPAWS is one of our alerting tools for notifying the public of major emergencies. CCEMA is the county's certified agent to access this federal portal which distributes alerts to cellular phone providers, the National Weather Service NOAA Weather Radio system and radio and television (and cable distribution systems).

Use of IPAWS to issue an alert or notification must pass three tests: 1. Does this situation require the public to take immediate action? 2. Does the hazard pose a serious threat to life or property? 3. Is there a high degree of probability the hazard will occur. If the answer to any of those questions is "No," then IPAWS should not be utilized, and the message must be distributed by other methods. Additionally, the system has very restrictive "testing" permissions, so only those that "opt-in" receive any system test messages.

Because of these stringent requirements, IPAWS has been utilized very sparingly in our county. Most people are familiar with its warnings from receiving Amber Alerts issued by the state which triggers their cell phones, or tornado warnings from NWS if they are in the "warned" area. The National Weather Service has access to IPAWS and it is automatically triggered for specific warning areas when they issue tornado or flash flood warnings.

**Memorandum of Agreement
between the
Campbell County Emergency Management
Agency
and the**



**Federal Emergency Management Agency
Integrated Public Alert and Warning System
(IPAWS) Program Management Office**

**Regarding the use of:
Campbell County Emergency Management
Agency
Interoperable System(s)
and
IPAWS OPEN Platform for Emergency Networks
(IPAWS-OPEN)**

Version 4.8

25 Oct 2022

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled,

transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid “need-to-know” without prior approval of the FEMA Integrated Public and Warning System and the FEMA Disclosure Offices.

Document Change History

Version	Date	Author	Description
4.0	06/13/2019	Al Kenyon	Updated COG MOA with stakeholders' input
4.1	06/13/2019	Al Kenyon	Delete CISO and CIO signature blocks per CIO Corrected IPAWS Suite #, Zipcode
4.2	6/20/2019	Gustavo Barbet Jr	Fixed grammatical errors and made minor wording changes throughout document
4.3	9/6/2019	Mark Lucero	Changes to Section 3.0 from paragraph to bullet format
4.4	1/31/2020	Gustavo Barbet Jr	Updated FEMA CISO POC
4.5	6/30/2020	Gustavo Barbet Jr	Updated FEMA CISO POC
4.6	10/15/2020	Mark Lucero, Al Kenyon, Justin Singer	Authority Section, Version History Page, and Footer Updates
4.7	5/24/21	Mark Lucero	Update AWS Cloud, IPAWS-OPEN Tech Lead
4.8	4/26/2022	Gustavo Barbet Jr	Updated FEMA CISO POC

MEMORANDUM OF AGREEMENT

1.0 SUPERSEDES: Campbell County Emergency Management Agency_MOA-v4.8-3, signed 09/12/2018

2.0 INTRODUCTION

The purpose of this memorandum is to establish a management agreement between the Campbell County Emergency Management Agency hereinafter referred to as the Collaborative Operating Group (COG), and the Federal Emergency Management Agency (FEMA) IPAWS Program regarding the utilization and security of Campbell County Emergency Management Agency Interoperable System(s) (as shown in Appendix A), which interoperate with the IPAWS-Open Platform for Emergency Networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the FEMA IPAWS Program.

This agreement will govern the relationship between the Collaborative Operating Group and FEMA, including designated managerial and technical staff and system users associated with the aforementioned COG. As indicated within the terms of this agreement, both parties agree to allow system interoperability through the use of SOAP over HTTPS via the public internet. Under this agreement, no direct or networked connection using VPN (or equivalent technology) between the systems named in Appendix A and IPAWS-OPEN is allowed. In the event a direct connection is required, an Interconnection Security Agreement must be executed.

3.0 AUTHORITY

This agreement is authorized under the following authorities and regulations:

- Section 706 of 47 U.S.C. 666, The War Powers Act: Provides for Presidential Access to commercial communications during “a state of public peril or disaster or other national emergency”
- Public Law 93-288, The Stafford Act. Sec. 202. Disaster Warning: Directs FEMA to provide technical assistance to State and local governments to ensure that timely and effectively disaster warning is provided
- Public Law 114-143, The IPAWS Modernization Act: Enacts to law the policy statement and similar requirements found in Executive Order 14307
- Sec. 202. Disaster Warning: Directs FEMA to provide technical assistance to State and local governments to ensure that timely and effectively disaster warning is provided
- Executive Order 13407 of June 26, 2006, Public Alert and Warning System: Established as policy the requirement for the United State to have an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people
- 47 CFR Part 10, Wireless Emergency Alert (WEA): Provide for alert and warning to devices on wireless carrier networks
- 47 CFR Part 11, Emergency Alert System (EAS): Provide for alert and warning over TV and radio broadcast

4.0 BACKGROUND

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between the information technology (IT) systems shown below to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

5.0 COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of system interoperability. Both parties agree to maintain open lines of communication between designated staff (as indicated in Appendix B) at both the managerial and technical levels. All communications described herein must be conducted in writing and may be disseminated by electronic means unless otherwise noted.

The owners of the respective systems agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation of system interoperability. To safeguard the confidentiality, integrity, and availability of the systems and the data they store, process, and transmit, both parties agree to provide notice of specific events within the timeframes indicated below:

- **Security Incidents:** Technical, administrative and/or help desk staff will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected and/or a violation of the Rules of Behavior (see Appendix C) has been identified. Both parties agree to make the appropriate technical and administrative individuals available for all necessary inquiries and/or investigations. Containment and/or resolution procedures will be documented by the identifying party and after-action reports generated and submitted to the system owner and/or designated security officials within five (5) business days after detection of the incident(s).
- **Disasters and Other Contingencies:** The FEMA IPAWS Program Office will notify the COG by telephone, e-mail or other acceptable means in the event of a disaster or other contingency that disrupts the normal operation of IPAWS-OPEN.
- **System Interconnections:** This MOA is intended for systems interoperating with IPAWS-OPEN using SOAP over HTTPS via the public Internet. If in the future, an interconnection (i.e. dedicated system-to-system connection) is required to IPAWS-OPEN, this MOA must be updated and an Interconnection Security Agreement (ISA) must be executed. If a change in status from interoperating to interconnected system is required, the initiating party will notify the other party at least 3 months before the planned interconnection is to be in place.
- **Discontinuation of Use:** In the event the use of IPAWS-OPEN is no longer required, the COG agrees to immediately notify, in writing, the FEMA IPAWS Program Office at which time the COGID and associated access credentials will be deactivated.
- **Personnel Changes:** Both parties agree to provide notification of changes to their respective system owner or technical lead. In addition, both parties will provide notification of any changes in the point of contact information provided in Appendix B. All relevant personnel changes and changes to contact information must be provided within 5 business days of the change.

6.0 TYPE OF INTERCONNECTIVITY

Both parties agree that the COG will utilize only the assigned COGID, associated credentials and digital certificates provided by the FEMA IPAWS Program Office to support interoperability between the system(s) listed in Appendix A and IPAWS-OPEN. In addition, all interoperable systems must be configured to interface with IPAWS-OPEN over the public Internet using only approved web service standards and associated requirements. A listing of approved web service standards and supporting requirements can be obtained from the IPAWS-OPEN Web Service Interface Design Guidance document.

In the event, a dedicated connection is required, both parties will agree to negotiate and execute an Interconnection Security Agreement (ISA) as required per Department of Homeland Security (DHS) policy which must be signed by all required parties before the interconnection is activated. Proposed changes to either system that affect system interoperability will be reviewed and evaluated to determine the potential impact. If the proposed changes impact the agreed upon terms, the MOA will be renegotiated and executed before changes are implemented.

7.0 SECURITY

To ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix C). In addition, both parties agree to the following:

- Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix C. Each jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.

- Utilize FEMA approved PKI certificates to digitally sign messages as they are transported over the public Internet.
- Certify that its respective system is designed, managed and operated in compliance with all relevant federal laws, regulations, and policies.
- Document and maintain jurisdictional and/or system specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.
- Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.
- Ensure physical and logical access to the respective systems as well as knowledge of the COGID and associated access criteria are only granted to properly vetted and approved entities or individuals.
- Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the interoperable systems to issue alerts and warnings intended for distribution to the public.
- Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

8.0 PROFICIENCY DEMONSTRATION

Once enabled, each COG operating under this agreement must demonstrate their ability to compose and send a message through the IPAWS-OPEN system at regular intervals. Such demonstration must be performed on a monthly basis through generation of a message successfully sent through the IPAWS-OPEN Training and Demonstration environment.

9.0 ASSOCIATED SOFTWARE REQUIREMENTS

The COG will need to select a software package which will allow the COG to properly populate a Common Alerting Protocol (CAP) message which complies with both the *OASIS Common Alerting Protocol Version 1.2* and the *OASIS Common Alerting Protocol, v. 1.2 USA Integrated Public Alert and Warning System Profile Version 1.0*. With respect to the software and the software vendor selected FEMA expects the selected software to provide the following minimum critical capabilities and services:

- Permissions:
 - The ability to assign and manage user permissions; and
 - The ability to retrieve and view IPAWS Alerting Permissions
- Proficiency:
 - The provision of vendor support, to include user training, and around the clock technical support; and
 - The ability to submit both live and test digital certificates, with clear, easily identifiable information that indicates the environment to which the software is pointed (Live or Test)
- User Interface:
 - The provision of an intuitive user interface, to include help menus; and
 - The ability to notify the user of digital certificate expiration; and
 - The ability to constrain event types and geocodes to user permissions; and
 - The ability to send one alert to multiple channels; and
 - The provision of displays that show required fields based on selected channel; and
 - The ability to pre-populate fields to the greatest extent possible; and
 - The ability to support templates; and
 - The ability to create a polygon or circle, of less than 100 nodes; and

- The ability to update or cancel an alert, without having to reenter all of the data; and
- The ability to alert the end user if a software license has expired; and
- Clear explanations if alert information is case sensitive when entered
- Confirmation and Error Checking:
 - The ability to pre-check an alert message for errors, prior to sending; and
 - The ability to create free-form 90-character WEA text, while preventing prohibited characters; and
 - The provision to IPAWS of alert status codes for any sent alert, with a clear definition of whether the codes are advice codes or error codes, along with the meaning of those codes; and
 - The provision of user confirmation of connectivity to IPAWS; and
 - The ability for users to see alert history and/or logs

10.0 COST CONSIDERATIONS

This agreement does not authorize financial expenditures by the COG on behalf of FEMA. The FEMA IPAWS Program is responsible for the costs associated with developing, operating and maintaining the availability of the IPAWS-OPEN system. The COG is responsible for all costs related to providing their users with access to IPAWS-OPEN via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related jurisdictional costs.

11.0 PROPERTY OWNERSHIP

Each Party agrees and acknowledges that nothing in this Agreement shall be construed as giving a party any proprietary rights in or to the intellectual property of the other party. Each Party further agrees that nothing in this Agreement shall be construed as creating or granting to a party any implied or express license in or to the intellectual property of the other party.

12.0 TIMELINE

This agreement will remain in effect based on the life of the Authority to Operate (ATO) for IPAWS-OPEN or a maximum of three (3) years after the last date on either signature in the signature block below. Upon expiration of the IPAWS-OPEN ATO or after three (3) years (whichever comes first), this agreement will expire without further action and system access privileges will be revoked. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. This agreement supersedes all earlier agreements, which should be referenced above by title and date. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response. This agreement may be suspended by FEMA for failure to perform the Proficiency Demonstration for two consecutive months. A suspended COG may be reinstated upon a completion of a successful Proficiency Demonstration.

SIGNATORY AUTHORITY

I agree to the terms of this Memorandum of Agreement. Noncompliance on the part of either organization or its users or contractors concerning the policies, standards, and procedures explained herein may result in the immediate termination of this agreement.

Campbell County Emergency Management Agency
Official
Name: Del Shelstad
Title: Chairman, Board of County Commissioners

Federal Emergency Management Agency
IPAWS-OPEN System Owner
Name: Mark A. Lucero
Title: Chief, IPAWS Engineering

(Signature _____ Date _____)
Campbell County Emergency Management Agency
500 South Gillette Avenue, Suite 1100
Gillette, WY, 82716

(Signature _____ Date _____)
Attn: IPAWS-OPEN System Owner, Suite 5NW-0309
Federal Emergency Management Agency
500 C Street SW
Washington, D.C. 20472-3153

Appendix A

Listing of Interoperable Systems

The FEMA IPAWS Program recognizes that Emergency Management organizations may utilize multiple tools to facilitate the emergency management process. As a result, jurisdictions may need to interoperate with IPAWS-OPEN using more than one system. In order to comply with DHS policy, all systems interoperating with IPAWS-OPEN must be documented and supported by a Memorandum of Agreement. As a result, this appendix must be completed to identify all systems associated with the COG and used for interoperating with IPAWS-OPEN. This Appendix must be amended as applicable systems are added or removed from operations.

- **IPAWS-OPEN**

Function:	IPAWS-OPEN is the backbone system that structures the alert and distributes the message from one interoperating and/or interconnected system (message sender) to another interoperating and/or interconnected system (message recipient).
Location:	AWS GovCloud (US) East Region, West Region
Description of data, including sensitivity or classification level:	Messaging data is considered Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), Financial data, Law Enforcement Sensitive Information or classified information. Each message that flows through the IPAWS-OPEN system will be associated to a specifically assigned system User ID and COGID as captured within the message elements. This information will be retained in system logs.

The systems listed below are managed and operated by the COG and are subject to the terms defined within the Memorandum of Agreement including the Rules of Behavior in Appendix C. Each interoperable system will be assigned unique authentication credentials, which must be protected by the COG. In the event these credentials are compromised, the COG is expected to immediately contact the FEMA IPAWS Program Management Office. The systems listed below are only allowed to interoperate with IPAWS-OPEN based on the criteria set forth within the IPAWS-OPEN Web Service Interface Design Guidance.

- **Everbridge - Mass Notification System (MNS)**

Function:	Public notification and advisory system utilized by Campbell County to issue alerts and notifications, along with IPAWS alerts
Location:	Amazon West Northern, CA; Amazon East Ashburn, VA;
Description of data, including sensitivity or classification level:	Data is comprised of emergency public alert messages. Unclassified

- **Digital Alert Systems DASEOC**

Function:	Monitor broadcast and NOAA EAS messages, send email alerts to EAS partners, and to originate both production and test IPAWS messages. The system is capable of issuing EAS, CAP, and WEA.
Location:	Gillette, WY;
Description of data, including sensitivity or classification level:	COTS, FOUO, data comprised of Unclassified, non-sensitive CAP data.

- **WebEOC**

Function:	Interoperable Communications during emergencies and disasters.
Location:	Gillette, WY;
Description of data, including sensitivity or classification level:	COTS FOUO Data is comprised of Unclassified, non-sensitive CAP data.

Appendix B

COG Point of Contact Information

Designated COG Primary Point of Contact:

Name: David King

Title: County EM Coordinator

Business Email Address: david.king@campbellcountywy.gov; wy7dk55@gmail.com

Primary Phone Number: 307-686-7477

Alternate Phone Number:

Organization: Campbell County Emergency Management Agency

Mailing Address: 500 South Gillette Avenue, Suite 1100, Gillette, WY, 82716

Designated Alternate Point of Contact:

Name: Michael Phipps

Title: Deputy EM Coordinator

Business Email Address: michael.phipps@campbellcountywy.gov

Primary Phone Number: 307-686-7477

Alternate Phone Number:

Organization: Campbell County Sheriff's Office

Mailing Address: 500 South Gillette Avenue, Suite 1100, Gillette, WY, 82716

Designated Technical Point of Contact:

Name: David King

Title: County EM Coordinator

Business Email Address: david.king@campbellcountywy.gov; wy7dk55@gmail.com

Primary Phone Number: 307-686-7477

Alternate Phone Number:

Organization: Campbell County Emergency Management Agency

Mailing Address: 500 South Gillette Avenue, Suite 1100, Gillette, WY, 82716

FEMA: Integrated Public Alert and Warning System Open Platform for Emergency Networks (IPAWS-OPEN)

Contact Name	Contact Number	Email Address	Summary of System Responsibilities
Lytwaive Hutchinson	202-212-2480	lytwaive.hutchinson@fema.dhs.gov	Chief Information Officer, FEMA
Gregory Edwards	202.374.5392	Gregory.edwards@fema.dhs.gov	Chief Information Security Officer
Mark Lucero	202-646-1386	mark.lucero@fema.dhs.gov	System Owner
Gary Ham	703-899-6241	gary.ham@associates.fema.dhs.gov	FEMA PMO - IPAWS- OPEN
Gustavo Barbet	202-212-3586	gustavo.barbet@associates.fema.dhs.gov	FEMA ISSO - IPAWS- OPEN
Cameron Hayes	720-838-1621	cameron.hayes@associates.fema.dhs.gov	IPAWS-OPEN Tech Lead

Appendix C

IPAWS-OPEN Rules of Behavior

1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to Campbell County Emergency Management Agency Interoperable System(s) and/or who have been issued a COGID with associated credentials for IPAWS-OPEN. These individuals shall be held accountable for their actions related to the information resources entrusted to them and must comply with the following rules or risk losing their access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include personal digital assistants (PDA's) (e.g. Palm Pilots), cell phones, text messaging systems (e.g., Blackberry), and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives, external drives, and diskettes. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

2.0 APPLICATION RULES

2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).
- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.
- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.
- Campbell County Emergency Management Agency will be held accountable for safeguarding all configuration items and information entrusted to them by FEMA. Campbell County Emergency Management Agency is expected to manage the relationship with supporting vendors, consultants and any other entities providing system support on their behalf. In addition, Campbell County Emergency Management Agency will be held accountable in the event of a security breach or disclosure of sensitive configuration information such as digital certificates. Campbell County Emergency Management Agency understands that the use of digital signatures, used on their behalf, is binding and Campbell County Emergency Management Agency will be held accountable accordingly. In the event sensitive information is mishandled, utilization of IPAWS-OPEN may be immediately revoked by FEMA.
- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible), as determined by applicable state and/or local laws and duly adopted operational plans.

2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated to an approved email account assigned by the user's emergency management organization. The use of personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.
- Upon approval of the MOA by FEMA, a COG account with COGID and Digital Certificate will be created and issued to the designated technical representative. All individuals with knowledge of these credentials must not share or alter these authentication mechanisms without explicit approval from the FEMA IPAWS

Program.

- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate authorized users.
- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated password with anyone (including administrators) is prohibited.
- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.
- The selection of passwords must be complex and shall:
 - Be at least eight characters in length
 - Contain a combination of alphabetic, numeric and special characters
 - Not the same as any of the user's previous 8 passwords.
- Passwords shall not contain any dictionary word.
- Passwords shall not contain any proper noun or the name of any person, pet, child, or fictional character. Passwords shall not contain any employee serial number, Social Security number, birth date, phone number, or any information that could be readily guessed about the creator of the password.
- Passwords shall not contain any simple pattern of letters or numbers, such as "qwerty" or "xyz123".
- Passwords shall not be any word, noun, or name spelled backwards or with a single digit appended, or with a two-digit "year" string, such as 98xyz123.
- Pass phrases, if used in addition to or instead of passwords, should follow the same guidelines.
- Passwords shall not be the same as the User ID.
- Users shall either log off or lock their workstations when unattended.
- Workstations shall be configured to either log off, or activate a password-protected lock, or password-protected screensaver within fifteen (15) minutes of user inactivity.
- Locked sessions shall remain locked until the user re-authenticates.
- Workstations shall be protected from theft.
- A user's account shall be automatically locked after three consecutive failed logon attempts.
- The automatic lockout period for accounts locked due to failed login attempts shall be set for a minimum of twenty (20) minutes.
- A process shall exist for manually unlocking accounts prior to the expiration of the twenty (20) minute period, after sufficient user identification is established.
- Sessions shall automatically be terminated after sixty (60) minutes of inactivity.

- Users are required to change their passwords at least once every 90 days.
- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software. Virus scans must be performed on a periodic basis and when notified by the anti-virus software.
- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:
 - Physically protect computing devices such as laptops, PEDs, blackberry devices, smartphones, etc;
 - Protect sensitive data sent to or received from IPAWS-OPEN;
 - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;
 - Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the Campbell County Emergency Management Agency Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to access and/or store IPAWS-OPEN data and information is prohibited.
- If a Blackberry, smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS-OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.
- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties.
- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.
- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.
- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my computer workstation or will use a password-protected screensaver whenever I step away from my work area, even for a short time and I will log off when I leave for the day.
- To prevent others from obtaining my password via “shoulder surfing”, I will shield my keyboard from view as I enter my password.
- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.

- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or IPAWS-OPEN is no longer required.
- I agree that I have completed Computer Security Awareness training as may be required by my jurisdiction prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete Computer Security Awareness training on an annual basis. If my jurisdiction does not provide Computer Security Awareness training, I will complete the FEMA self-study course *IS-906: Workplace Security Awareness* (<https://training.fema.gov/is/courseoverview.aspx?code=IS-906>) on an annual basis.

2.6 Accountability

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.
- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.
- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.
- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS-OPEN.

2.7 Incident Reporting

- I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and/or the Campbell County Emergency Management Agency Help Desk.

3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to Campbell County Emergency Management Agency Interoperable System(s) and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.

Printed Name (as listed in Appendix B): _____

Signature: _____ Date: _____

The following page(s) contain the backup material for Agenda Item: [9:55 Emergency Management Performance Grant \(EMPG\) 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.

**GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
COUNTY OF CAMPBELL**

**Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA), Grant Programs Directorate,
Emergency Management Performance Grant (EMPG) Fiscal Year 2022**

Subrecipient:	County of Campbell
UEI #	W8QKYMHV L4Z3
Federal Award Amount:	\$63,450.00
Local Match Amount:	\$63,450.00
Period of Performance:	October 1, 2021 through September 30, 2023
CFDA #:	97.042
DHS Grant Code:	EMD-2022-EP-00007
Federal Award Date:	August 23, 2022
Project ID:	22-EMPG-CAM-GCF22

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are the **Wyoming Office of Homeland Security** (Agency), whose address is: 5500 Bishop Boulevard, Cheyenne Wyoming 82002, and County of Campbell (Subrecipient), whose address is: 500 S Gillette Ave, Suite 1100 Gillette, WY 82716.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide federal funds to assist state, local, territorial, and tribal governments in preparing for all hazards. The FY 2022 EMPG Program will provide federal funds to assist state, local, territorial, and tribal emergency management agencies to obtain the resources required to support the implementation of the National Preparedness System and the National Preparedness Goal of a secure and resilient Nation. DHS encourages EMPG recipients and subrecipients to prioritize grant funding toward investments that address capability targets and gaps identified through the annual Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process. Recipients and subrecipients should use grant funds to increase capability for high-priority core capabilities with low capability levels, validate capability levels, and maintain or sustain current capabilities.

Project expenditures must align with the approved scope of work described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. This award is not for the purposes of Research & Development (R&D) as defined in 2 CFR 200.87.

3. **Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2022 U.S. Department of Homeland Security, Federal Emergency Management Agency Grant Program Directorate, and Emergency Management Performance Grant

Program. The program is authorized by Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. § 5121, *et seq.*); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. § 7701, *et seq.*); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. § 4001, *et seq.*).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Period of Performance of the Agreement is from October 1, 2021 through September 30, 2023. All services shall be completed during this Period of Performance.

This Agreement may be extended once 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.

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description. Total payment under this Agreement shall not exceed sixty-three thousand, four hundred fifty dollars and zero cents (\$63,450.00). Payment shall be made within forty-five (45) days after receipt and approval of invoice pursuant to Wyo. Stat. § 16-6-602. Invoices shall be consistent with the current versions of the Reimbursement Request Form and the Expense Claim Form, each of which is incorporated herein by this reference; other applicable invoices and proof of payment, including relevant personnel paycheck stubs; and time and record keeping reports. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days before the end of the Period of Performance of this Agreement.
- B. No payment shall be made for services rendered outside the Period of Performance of this Agreement or for activities commenced without prior approval, if prior approval is required. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses related to the performance of this Agreement shall be allowed with prior approval from Agency and as set forth below. Subrecipient is expected to procure the most cost-efficient travel arrangements.
- (i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel

shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.

- (ii) Personal Vehicle. The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
- (iii) Car Rental. The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle.

- D. **Lodging**. The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. **Meals**. The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. **Responsibilities of Subrecipient.**

- A. Subrecipient shall provide the project described in Attachment A.
- B. **Point of Contact**. Subrecipient shall complete the Point of Contact Form, which is incorporated herein by this reference. Subrecipient agrees to keep the Agency up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Agreement, including any change of contact person, address, or telephone information utilizing the Point of Contact Form. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision

of any information required for the assessment or evaluation of any activities within this Agreement. An email address must be provided for the contact person and that email account must be checked regularly for new messages.

- C. Notice of Funding Opportunity (NOFO) and FEMA Preparedness Grants Manual.** Subrecipient agrees to comply with all of the requirements, instructions, guidance, limitations, and other conditions set forth in the FY 2022 EMPG Notice of Funding Opportunity (NOFO), incorporated herein by this reference, and the FEMA Preparedness Grants Manual, incorporated herein by this reference. Subrecipient shall read and ensure the necessary personnel are familiar with and adhere to the objectives, priorities, requirements, and restrictions of the EMPG Program. Subrecipient agrees that all allocations and use of funds under this Agreement will be in accordance with the FY 2022 EMPG NOFO and the FEMA Preparedness Grants Manual.
- D. Environmental and Historic Preservation (EHP).** DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its Environmental and Historic Preservation (EHP) review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and Executive Orders. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's EHP review process. This review does not address all federal, state, and local requirements. Subrecipient shall comply with all applicable federal, state, and local laws and shall provide any information requested by the Agency to ensure compliance with applicable requirements. Failure of subrecipient to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. Projects that have potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in DHS/FEMA/EHP review process prior to work being started. To access the FEMA's EHP screening form and instructions, go to the DHS/FEMA website at <https://www.fema.gov/media-library/assets/documents/90195>. All relevant sections of this form must be completed. Subrecipient will submit the completed EHP screening form to the Agency for submission to FEMA. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project description will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- E. THIRA/SPR.** Subrecipient agrees to complete a whole community Threat and Hazard Identification Risk Assessment (THIRA) or Stakeholder Preparedness

Report (SPR) or both, as required, by the deadline determined by the Agency during the entire period of performance of this Agreement. Failure to meet this requirement may result in the withholding of payment or future funding allocations or both.

- F. NIMS.** Subrecipient shall ensure and maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and inventory in order to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.
- G. Procurement.** Subrecipient shall use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 Code of Federal Regulations (C.F.R.) Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. Part 200.319. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.
- H. Equipment.**
- (i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase. Unless otherwise stated, equipment must meet all mandatory regulatory or DHS/FEMA-adopted standards or both to be eligible for purchase using this Agreement. In addition, Subrecipient will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.
 - (ii) Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
 - (iii) Subrecipient shall maintain property records for all equipment purchased with EMPG funds in accordance with 2 C.F.R. 200.313(d)(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the

location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of the Agreement.

- (iv) If EMPG funding is being used to provide emergency communications equipment and its related activities, Subrecipient shall comply with the SAFECOM Guidance for Emergency Communications Grants (SAFECOM Guidance), including provisions on technical standards that ensure and enhance interoperable communications.

I. Training.

- (i) Training conducted using EMPG funds should align to a current, multi-year Training and Exercise Plan (TEP) developed through an annual Training and Exercise Plan Workshop (TEPW) and build from training gaps identified in the THIRA/SPR process, exercises and real-world events. EMPG funds used for training should support the nationwide implementation of NIMS. Subrecipient agrees to complete and update a local TEP in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) requirements and submit it to the Agency annually.
- (ii) In addition to training activities aligned to and addressed in the TEP, Subrecipient shall ensure that all EMPG funded personnel (full- and part-time) shall complete the following training requirements and provide Agency with proof of completion:
 - (a) IS-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version); AND
 - (b) Professional Development Series (PDS) or the Emergency Management Professionals Program (EMPP) Basic Academy. These requirements can be found at: <https://training.fema.gov> as well as the EMPG Appendix of the FEMA Preparedness Grants Manual.
- (iii) Per DHS/FEMA GPD Information Bulletin No. 432, July 19, 2018, Subrecipient is no longer required to request approval from FEMA for personnel to attend non-FEMA training as long as the training is coordinated with and approved by the SAA State Training Point of Contact, and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan. All other requirements listed in this section still apply.

- J. Exercises.** Subrecipient shall participate in and/or conduct a minimum of five (5) exercises, including at least one (1) full-scale exercise, during a one (1) year period

beginning October 1, 2022 and ending September 30, 2023. Subrecipient agrees to submit an After Action Report (AAR) to the Agency following each exercise. Exercises conducted with this Agreement should be managed and conducted consistent with the HSEEP.

- K. Emergency Operations Plan (EOP).** Subrecipient agrees to complete an Emergency Operations Plan (EOP) aligning with the requirements and guidelines of the Comprehensive Preparedness Guide (CPG) 101 Version 2.0. EOP should be updated no less than once every two (2) years. Subrecipient agrees to provide the Agency with a current or updated copy of the EOP no later than September 1, 2023.
- L. Reporting.** Subrecipient agrees to submit quarterly progress reports on forms provided by the Agency for the entirety of the performance period regardless of expenditure(s). Quarterly reports will be due the 20th of the month following the end of each quarter (April 20, July 20, October 20 and January 20). Failure to submit quarterly reports may jeopardize future funding.
- M. Closeout.** Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses, and other documents required by federal regulations applicable at the time of this Agreement award. Subrecipient must also maintain the following documentation for federal funded purchases: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and cancelled checks. Subrecipients should keep detailed records of all transactions involving this Agreement. Failure to fully document all purchases will result in expenditures being questioned and subsequently disallowed. Records must be maintained for at least three (3) years after the close of the federal award.

7. Responsibilities of Agency. The Agency agrees to:

- A.** Pay Subrecipient in accordance with Section 5 above.
- B.** Be available to provide necessary and feasible technical advice as requested by Subrecipient.
- C.** Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. Special Provisions.

- A. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

- B. Activities Conducted Abroad.** Subrecipients must ensure that project activities carried on outside of the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- C. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. Part 3002, and 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. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.
- D. 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. The Agency will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- E. Best Practices for Collection and Use of Personally Identifiable Information (PII).** Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- F. 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 Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

- G. Debarment and Suspension.** Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. By signing this Agreement, 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 Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with E.O. 12549 and 12689, 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 Agreement.
- H. DHS Specific Acknowledgements and Assurances.** Subrecipient acknowledges and agrees to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
- I. Disposition of Equipment Acquired Under the Federal Award.** When original or replacement equipment acquired under this award by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, Subrecipient must notify Agency and request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.
- J. Drug-Free Workplace.** Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).
- K. Duplication of Benefits:** Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two (2) or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
- L. Energy Policy and Conservation Act:** Subrecipient agrees to comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*) which contain policies relating to energy efficiency that are defined in the state energy conservation plan

issued in compliance with this Act.

- M. Environmental Policy Acts.** Subrecipient agrees to comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans. Subrecipient further agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, and other related provisions of federal environmental protection laws, rules or regulations.
- N. False Claims Act and Program Fraud Civil Remedies.** Subrecipient agrees to comply with the requirements of The False Claims Act, 31 U.S.C. § 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. See 31 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.
- O. 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. 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. Subrecipients agrees that if it expends less than seven hundred fifty thousand dollars (\$750,000.00) in federal funds during its fiscal year, it must send the Agency a letter stating they do not meet the threshold to undergo an organization-wide financial and compliance single audit.
- P. Federal Debt Status:** Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
- Q. Federal Leadership on Reducing Text Messaging while Driving:** Subrecipient agrees to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- R. Fly America Act of 1974.** Subrecipient agrees to comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for

international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

- S. Hotel and Motel Fire Safety Act of 1990.** Subrecipient agrees to comply with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, by ensuring that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. § 2225.
- T. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if an entity that receives funds under this Agreement:
- (i)** Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii)** Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii)** Uses forced labor in the performance of the award or subawards under the award.

Subrecipient agrees to comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

- U. Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- V. Limited English Proficiency.** Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please

refer to the DHS Recipient Guidance and additional resources on <http://www.lep.gov>.

- W. Lobbying Prohibitions.** Subrecipient agrees to comply with 31 U.S.C. § 1352, which provides that none of the funds provided under this Agreement may be expended by the Subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- X. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its 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 Agreement; and to observe personnel in every phase of performance of Agreement related work.
- Y. Nondiscrimination.** The Subrecipient shall comply with Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d, *et seq.*); Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4 (see 42 U.S.C. § 3601, *et seq.*); the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*); Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. § 12101-12213, *et seq.*); Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. § 794); Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681, *et seq.*); and the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at 42 U.S.C. § 6101, *et seq.*); and 6 C.F.R. Part 19, Nondiscrimination in Matters Pertaining To Faith-Based Organizations, and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs. Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance of this Agreement.
- Z. Non-Supplanting Requirement.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. 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 Agreement.
- AA. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.

- BB. Procurement of Recovered Materials.** Subrecipient agrees to comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- CC. 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 Agreement must be used to increase the scope of the program or returned to Agency.
- DD. 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 Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- EE. Reporting of Matters Related to Recipient Integrity and Performance.** Subrecipient agrees that if the total value of the Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds ten million dollars (\$10,000,000.00) for any period of time during the period of performance of this federal award, then the Subrecipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
- FF. Reporting Subawards and Executive Compensation.** Subrecipient agrees to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
- GG. Terrorist Financing.** Subrecipient agrees to comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.
- HH. Universal Identifier and System of Award Management (SAM).** Subrecipient agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

- II. USA Patriot Act of 2001.** Subrecipient agrees to comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.
- JJ. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain permission from DHS prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials. The Subrecipient will utilize the Agency as the liaison between the Subrecipient and DHS when obtaining DHS permission for the use of seal(s), logos, crests or reproductions of flags or likenesses.
- KK. Whistleblower Protection Act.** Subrecipient agrees to comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and 4310.
- LL. Americans with Disabilities Act of 1990.** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- MM. Indirect Facilities & Administrative (F&A) Costs.** Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement, including changes FEMA determines are necessary to the Agency's award document after an award has been made such as changes to Period of Performance or terms and conditions, which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. 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 Agreement. 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 Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the 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 Agreements.** The Agency may award supplemental or successor grants for work related to this Agreement or may award grants to other subrecipients for work related to this Agreement. 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 Agreement.

- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement 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 Agreement, 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 Agreement.** This Agreement, consisting of twenty (20) pages; and Attachment A, Project Description, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** 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 Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an

employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the 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 Agreement.

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

Contact for the Agency:

Ashley Paulsrud
Grants/Finance Section Chief
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-4907
Ashley.paulsrud@wyo.gov

With a copy to:

Lynn Budd (Awarding Official)
Director, Wyoming Office of Homeland Security
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-8511
Lynn.budd@wyo.gov

- 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 Agreement. 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 subrecipients will violate any such restriction. Subrecipient agrees to affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions. Unless otherwise provided by law, the Subrecipient is subject to the Bayh-Doyle Act, 35 U.S.C. § 200 *et seq.* The Subrecipient is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

- R. **Prior Approval.** This Agreement shall not be binding upon either party, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- S. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- T. **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 Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Subrecipient, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- U. **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.
- V. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- W. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- X. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- AA. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY: WYOMING OFFICE OF HOMELAND SECURITY

Lynn Budd, Director

Date

SUBRECIPIENT: COUNTY OF CAMPBELL

Subrecipient Designee Signature

Date

Printed Name and Title of Designee

Attested By:

Date

Printed Name and Title

SUBRECIPIENT ATTORNEY: APPROVAL AS TO FORM

Attorney

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Brie M. Richardson # 226882
Brie M. Richardson, Assistant Attorney General

10/18/2022
Date

Attachment A: Project Description

County of Campbell

Project ID: 22-EMPG-CAM-GCF22

Award Amount: \$63,450.00

The following submitted project(s) have been approved for the Federal Fiscal Year 2022 U.S. Department of Homeland Security, Emergency Management Performance Grant (EMPG). Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

REMINDER: Fuel, oil and routine maintenance charges are **NOT** covered under this grant.

Description	Amount
Eligible Expenses as follows: • Planning • Salary and Benefits • Organization Expenses - Eligible expenses including but not limited to: office supplies, utilities and office space • Training, Travel and Exercises	\$63,450.00

For questions regarding individual project allowability, the scope of an approved project, or the 2022 EMPG, please contact:

Grant Program Manager
Wyoming Office of Homeland Security
307-777-4917

Ashley Paulsrud
Grants/Finance Section Chief
Wyoming Office of Homeland Security
307-777-4907

The following page(s) contain the backup material for Agenda Item: [10:00 EMPG-ARPA Grant Application](#)

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

**OFFICE**

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

**Emergency Management
Agency****COORDINATOR**

David King

david.king@campbellcountyywy.gov

October 25th, 2022

To: Campbell County Board of Commissioners

From: David King

Re: Permission to seek an EMPG-ARPA Grant

Campbell County Emergency Management is asking your permission to seek EMPG-ARPA grant funding in the amount of \$175,000 from the Wyoming Office of Homeland Security to be used to remodel, furnish and equip the area designated in the basement of the Courthouse Annex as office space for CCEMA as well as a new Emergency Operations Center.

If approved, Campbell County's share would be \$87,500 and the grant would cover the other \$87,500. The performance period for the grant (deadline for spending all funds) is September 30th, 2023.

This EMPG-ARPA grant funding is available from the state because the state has no matching funds to use, so they are making it available on request to Wyoming jurisdictions at the discretion of the Director of the Wyoming Office of Homeland Security.

Project approval is contingent upon the site and plans passing the Environmental Historic Preservation review, but since the Annex is less than 50 years old the review should be brief and quickly return a ruling of not applicable. CCEMA currently has all the necessary data for the EHP review courtesy of Mary Kelly and would only need to attach photos of the building and project area.

The amount CCEMA is requesting is based upon price quotes which we have received for equipment and furnishings and includes a demo/remodel/HVAC/plumbing/electrical estimate of \$70,900 provided by Public Works Director Matt Olsen.

CCEMA is also asking if the grant request is approved by the state, this project be moved up on the Courthouse Annex schedule and be addressed this year.

Campbell County is one of the sites within the state for Wyoming's participation in the USNORTHCOM/NGB's "Vigilant Guard 23-3 state-wide exercise July 8th-15th, 2023. As part of our local participation in the exercise, CCEMA is planning to operate our local EOC for three and one-half days, an exercise which will help prepare us for operating the EOC for six days 24/7 during the 2024 Pathfinders Camporee.

This grant opportunity is unique, providing half the funds for a project expected to be budgeted for and included in the 2023-24 budget.

The following page(s) contain the backup material for Agenda Item: [10:05 Procard Credit Card Application and 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.

MERCHANT APPLICATION AND AGREEMENT

1125 17th St., Ste. 1800

Denver, CO 80202

Phone: (888) 419-5033 Fax: 541-858-7008

MERCHANT INFORMATION				
Legal Name of Business Campbell County Government			DBA (Doing Business As) Children's Developmental Services	
Street Address (Physical address – No P.O. Boxes) 1801 S 4-J Rd			City Gillette	State WY
Mailing Address (If different from Street Address) 1801 S 4-J Rd			City Gillette	State WY
Business Telephone 3076822392	Business Fax Telephone 3076828463	Tax ID No. (Required – 9 digits) 83-600010		Age of Business Yrs. 53 Mos. 6
Merchant E-Mail jana.webb@campbellcountyywy.gov			Merchant Customer Service E-Mail jana.webb@campbellcountyywy.gov	
List Type of Business/Products/Services Sold and How (Be specific) Government, Business ProductServiceDescription			Merchant Website Address campbellcountyywy.gov	
Seasonal Business (Months Business is Closed) ☐ Yes ☒ No ☐ J ☐ F ☐ M ☐ A ☐ M ☐ J ☐ J ☐ A ☐ S ☐ O ☐ N ☐ D				

OWNERSHIP/OFFICERS			
51% ownership for a corporation, 100% ownership for a partnership or proprietorship, must be accounted for on the application ☐ Sole Proprietorship ☐ Partnership ☐ Private Corp. ☐ Limited Liability Co. (LLC) ☐ Public Corp. ☐ Non-Profit Corp. ☒ Government (Federal/state/local) ☐ Tax-Exempt Org. (501C)			
Principal's Name Campbell County Government	Ownership %	Title	Home Telephone
Date of Birth (mm/dd/yy) (Required)	SSN (Required)	Drivers License No. (Required) XXXX	Expiration Date (Required)
Street Address (Physical Address – No P.O. Boxes) 1801 W 4 J		City Gillette	State WY
Only add additional Owner/Officer if they own 25% or more of the business			
Second Principal's Name	Ownership %	Title	Home Telephone
Date of Birth (mm/dd/yy) (Required)	SSN (Required)	Drivers License No. (Required)	Expiration Date (Required)
Street Address (Physical Address – No P.O. Boxes)		City	State Zip
Third Principal's Name	Ownership %	Title	Home Telephone
Date of Birth (mm/dd/yy) (Required)	SSN (Required)	Drivers License No. (Required)	Expiration Date (Required)
Street Address (Physical Address – No P.O. Boxes)		City	State Zip
Fourth Principal's Name	Ownership %	Title	Home Telephone
Date of Birth (mm/dd/yy) (Required)	SSN (Required)	Drivers License No. (Required)	Expiration Date (Required)
Street Address (Physical Address – No P.O. Boxes)		City	State Zip

SETTLEMENT ACCOUNT			
We will debit your Settlement Account for any amounts owed to us under the Merchant Agreement			
Bank Name	Transit Routing No.	Account No.	Telephone
First National Bank	102301050	000248	3076863300

PROCESSOR
1. Are you now processing or have you processed MasterCard/Visa/Discover Network/American Express? ☐ Yes ☒ No Name of Processor: _____
2. Have you ever had a payment card processing relationship terminated? ☐ Yes ☒ No (If yes, attach explanation)
3. Do you use any third party to store, process or transmit cardholder data? ☐ Yes ☒ No If yes, give name and address: _____

FEE SCHEDULE (Charged by Processor)
All fees are subject to change as provided below. For further details, read the entire Merchant Application and Agreement.

SCHEDULE OF FEES	ADMINISTRATIVE FEES																																																								
Acceptance of all MasterCard, Visa and Discover Network transactions is presumed unless you indicate which service(s) you do not want by checking that service below. ☒ Visa Credit Transactions ☒ Visa Non-Pin Debit Transactions ☒ MasterCard Credit Transactions ☒ MasterCard Non-Pin Debit Transactions ☒ Discover Network Transactions ☒ Amex OptBlue Transactions <table style="margin-left: 20px;"> <tr> <td style="text-align: right;">Amex Rate</td> <td style="text-align: center;">0.33</td> <td style="text-align: right;">Amex MID</td> <td></td> </tr> <tr> <td style="text-align: right;">Percentage</td> <td style="text-align: center;">2.70</td> <td style="text-align: right;">Amount</td> <td></td> </tr> <tr> <td style="text-align: right;">Discount</td> <td style="text-align: center;">%</td> <td style="text-align: right;">Per Item</td> <td style="text-align: center;">\$</td> </tr> </table>	Amex Rate	0.33	Amex MID		Percentage	2.70	Amount		Discount	%	Per Item	\$	Monthly Maintenance Fee: \$0.00 Monthly Minimum \$25.00 Chargeback Fee (per occurrence): \$25.00 Checking Account Change, ACH Reject: \$0.00 Compliance Svc Fee: ☒ Monthly ☐ Annually \$0.00 Customer Service Fee: \$0.00 _{\$0} Monthly Account Fee: \$0.00 _{\$0} Merchant Statement Fee: \$0.00 _{\$0} Batch Closure Fee: \$0.00 _{\$0} Batch Settlement Fee: \$0.00 _{\$0} 3 rd Party Monthly Gateway Fee \$0.00 _{\$0} 3 rd Party Gateway Transaction Fee: \$0.00 _{\$0}																																												
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Credit/Debit Rates: ACH Fees: 0.00 Discount Rate: 0.00% Per Item Fee: 1.00 Return Item (RTN) Fee: \$3.50 Notification of Change (NOC) Fee: \$3.50	Early Cancellation Fee: An amount equal to your Monthly Minimum Fee for MasterCard/Visa/Discover Network/American Express, Monthly Customer Service Fee, and Monthly Account Fee multiplied by the number of months remaining in your initial term, as designated in the Initial Term of Merchant Agreement section of this Merchant Application and Agreement.																																																								
Tier Pricing <table style="width: 100%;"> <tr> <td style="text-align: center;">Discount</td> <td style="text-align: center;">Per Item</td> <td style="text-align: center;">Discount</td> <td style="text-align: center;">Per Item</td> <td style="text-align: center;">Discount</td> <td style="text-align: center;">Per Item</td> <td style="text-align: center;">Discount</td> <td style="text-align: center;">Per Item</td> </tr> <tr> <td style="text-align: center;">1. Tier</td> <td></td> <td style="text-align: center;">2. Tier</td> <td></td> <td style="text-align: center;">3. Tier</td> <td></td> <td style="text-align: center;">4. Tier</td> <td></td> </tr> <tr> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> </tr> <tr> <td style="text-align: center;">5. Tier</td> <td></td> <td style="text-align: center;">6. Tier</td> <td></td> <td style="text-align: center;">7. Tier</td> <td></td> <td style="text-align: center;">8. Tier</td> <td></td> </tr> <tr> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> </tr> <tr> <td style="text-align: center;">9. Tier</td> <td></td> <td style="text-align: center;">10. Tier</td> <td></td> <td style="text-align: center;">11. Tier</td> <td></td> <td style="text-align: center;">12. Tier</td> <td></td> </tr> <tr> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> </tr> </table>	Discount	Per Item	Discount	Per Item	Discount	Per Item	Discount	Per Item	1. Tier		2. Tier		3. Tier		4. Tier		%	\$	%	\$	%	\$	%	\$	5. Tier		6. Tier		7. Tier		8. Tier		%	\$	%	\$	%	\$	%	\$	9. Tier		10. Tier		11. Tier		12. Tier		%	\$	%	\$	%	\$	%	\$	
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SPECIAL REQUESTS

MERCHANT TRANSACTION PROCESSING AGREEMENT ACCEPTANCE

By their execution below the undersigned parties agree to abide by the Merchant Transaction Processing Agreement (the "AGREEMENT"). The AGREEMENT consists of the Merchant Application and the Terms and Conditions (a separate attachment hereto), and MERCHANT acknowledges it has received and read the Terms and Conditions at the time of signing. MERCHANT warrants that the information provided on the Merchant Application is complete and accurate. MERCHANT authorizes Tuition Express and/or BANK to provide a copy of this Merchant Application to any third party for the services requested. MERCHANT, its signing officer, owner, partner and any Personal Guarantor authorize Tuition Express, BANK or their agents or assigns, to make from time to time, business or personal credit inquiries and other inquiries in connection with this Merchant Application or the Agreement. By executing this Merchant Application, MERCHANT, its signing officer, owner, partner and any Personal Guarantor acknowledge that Tuition Express and/or BANK has a legitimate business need for the information contained in any personal credit report that may be obtained in connection with this Merchant Application or the Agreement, and that this Application is a business transaction that was initiated by the MERCHANT and/or any Personal Guarantor identified above. If applicable, MERCHANT agrees by its signature below to the TMS Discover Agreement and the American Express OptBlue Program Agreement. TMS is not a party to the Merchant Transaction Processing Agreement. BANK is not party to these agreements and has no obligation or liability under such agreements. In witness whereof the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives effective on the date signed or approved by BANK.

☐ I have download and read: [Terms and Conditions](#)

Signature Box: (Tuition Express Merchant Transaction Processing Agreement)

Click to
Sign

Visa Agreement Acceptance			
MEMBER BANK (ACQUIRER) INFORMATION	IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES	IMPORTANT MERCHANT RESPONSIBILITIES	
Wells Fargo Bank, N.A., PO Box 6079, Concord, CA 94524 (844) 284-6834	1. The Bank is the only entity approved to extend acceptance of Payment Network products directly to a Merchant. 2. The Bank must be a principal (signer) to the Merchant Agreement. 3. The Bank is responsible for educating Merchants on pertinent Visa and Mastercard Rules with which Merchants must comply; but this information may be provided to you by Processor. 4. The Bank is responsible for and must provide settlement funds to the Merchant. 5. The Bank is responsible for all funds held in reserve.	1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below Payment Network thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Apply with Payment Network rules 5. Retain a signed copy of this Disclosure Page. Merchant Resources - You may download "Visa Regulations" from Visa's website at: https://usa.visa.com/support/consumer/visa-rules.html - You may download "Mastercard Rules" from Mastercard's website at: https://www.mastercard.us/en-us/business/overview/support/rules.html	
The responsibilities listed above do not supersede the terms of the Merchant Transaction Processing Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.			
Business Legal Name (Printed) Campbell County Government			
Business Address 1801 S 4-J Rd		City Gillette	State WY
Zip 82718		Name of Business Principal (Printed) Campbell County Government	
Title Finance Manager		Date	

Merchant Transaction Processing Agreement	
Owner's Signature	Click to Sign 3862E366-09EC-4059-BC2D-9A3FB0B86029
Date	10/14/2022
Print Owner's Name	Job Title
Campbell County Government	Finance Manager
Wells Fargo Bank N.A. Signature	Date
Print Name	Job Title
Procare Software	Date
Print Name	Job Title

Certification of Beneficial Owner(s)	
I, (name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided is complete and correct.	
Owner's Signature	Click to Sign 3862E366-09EC-4059-BC2D-9A3FB0B86029
Date	
Owner 2 Signature	Date
Owner 3 Signature	Date
Owner 4 Signature	Date

The following page(s) contain the backup material for Agenda Item: [10:10 Certificate of State Grant in Aid, 2023](#)
[NAVAID Maintenance](#)

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



Wyoming 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. AGC035X 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 \$20,804.00, 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 \$5,202.00, or at a rate of Twenty percent (20.00%) of eligible costs.

The description of work to be accomplished is as follows:

2023 NAVAID Maintenance

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: [10:15 Bennor Estates Improvement & Service District Enlargement](#)

*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
Campbell County Clerk
P.O. Box 3010
Gillette, WY 82717-3010
Phone (307)682-7285 Fax (307)687-6455**

MEMORANDUM

TO: Board of Campbell County Commissioners

FROM: Michelle L. Leiker
Elections Coordinator



DATE: October 27, 2022

RE: Bennor Estates Improvement and Service District Enlargement

Attached to this memo is a Certificate of the Petition for Enlargement of the Bennor Estates Improvement and Service District, Order Setting Date for a Hearing and Notice of Public Hearing on the petition. Please add these to your November 1, 2022, meeting agenda. If approved, there will be a hearing on December 20, 2022, at 10:25 AM with an Order to follow at your February 7, 2023, meeting.

Please contact me if you need more information.

cc:
Mitch Damsky
Helenanne Cathey
Lynne Gray

IN THE MATTER OF:)
)
A Petition for Enlargement of)
Bennor Estates)
Improvement and Service District)

Susan F. Saunders, County Clerk

**BEFORE THE CAMPBELL COUNTY
BOARD OF COUNTY COMMISSIONERS**

IN THE MATTER OF:)
)
A Petition for Enlargement of)
Bennor Estates)
Improvement and Service District)

**NOTICE OF PUBLIC HEARING ON PETITION FOR ENLARGEMENT OF
BENNOR ESTATES IMPROVEMENT & SERVICE DISTRICT**

PLEASE TAKE NOTICE THAT a hearing will be held upon the petition filed by James M. Hannah and Robbin Hannah requesting the enlargement of Bennor Estates Improvement and Service District as follows:

1. The purpose of the petition filed with the Board of Campbell County Commissioners seeks to enlarge the boundaries of Bennor Estates Improvement and Service District, for water to be purchased. The water purchased from the Bennor Estates Improvement and Service District will be used for domestic purposes only to supply existing facilities with potable water for consumption and sanitary purposes only and will not be utilized for industrial applications. Industrial applications shall be defined as utilizing water for the manufacturing of a product where the water is either consumed or is part of the product. This also includes utilizing water for any part of a process associated to the manufacturing of said product. The petitioners will pay all costs for running the District's water line to the property line, estimated at under \$10,000 total. The District will be responsible for this work and will bill or assess the petitioners for this work. The petitioners will pay all costs to run the line from the property line to the necessary point of use and will comply with all District by-laws, rules and regulations and will pay the required tap fee (\$4,000 for a service line under 1") and will install all the required components and sign the required Water User Agreement. The petitioners will pay the Regional Water Supply System Development charge as determined by the City of Gillette. The petitioner will pay the regular District fees. The petitioners will not be part of the subdivision so this would not include anything to do with covenants or subdivision rules. The Bennor Estates Improvement and Service District Board of Directors has agreed to the enlargement under these terms and requests the Campbell County Commissioners grant this request as proposed.
2. The name of the district is Bennor Estates Improvement and Service District. The petition and the land proposed to be included in the district is attached as Exhibit A.
3. The hearing will be held on December 20, 2022, at 10:25 A.M. in the chambers

of the Board of County Commissioners located in the Campbell County Courthouse, 500 S. Gillette Ave., Gillette, Wyoming.

All interested persons may appear and be heard on the matter.

DATED THIS 1st day of November 2022

CAMPBELL COUNTY BOARD OF COUNTY COMMISSIONERS

Del Shelstad, Chairman

ATTEST:

Susan F. Saunders, County Clerk

November 15, 2022
December 10, 2022

**BEFORE THE CAMPBELL COUNTY
BOARD OF COUNTY COMMISSIONERS**

IN THE MATTER OF:)
)
A Petition for Enlargement of)
Bennor Estates)
Improvement and Service District)

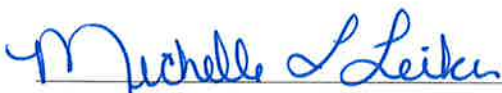
**CERTIFICATION OF THE PETITION FOR ENLARGEMENT OF THE BENNOR
ESTATES IMPROVEMENT AND SERVICE DISTRICT**

THIS IS TO CERTIFY that I have reviewed the Petition for Enlargement of the Bennor Estates Improvement and Service District and have verified the qualifications of all signers utilizing the appropriate records and hereby certify that the signers of the petition are the owners (legal/titled owners) of the land proposing to be included into the district and represent not less than 25% of the landowners owning not less than 25% of the assessed valuation of the property within the area proposed to be included. The signers are the only landowners, owning 100% of the property within the proposed area. Bennor Estates Improvement and Service District Board of Directors approved a resolution for the enlargement on May 17, 2022.

The petition was received October 25, 2022. The approval letters have been received from the Campbell County Assessor or the Department of Revenue.

If, after a hearing on the matter, the petition is approved by the Campbell County Board of Commissioners, an election need not be held due to the fact the landowners and Board of Directors agree to the inclusion of the new area within the district.

The petition is being forwarded to you to set a hearing date.



Michelle L. Leiker
Elections Coordinator

Dated: 10/25/2022

Bennor Estates Improvement and Service District
Resolution No. 2022-01

RECEIVED 10/25/22
FILED 10/25/22
CAMPBELL COUNTY CLERK

Entitled: A RESOLUTION FOR APPROVING AN ENLARGEMENT PETITION FOR BENNOR ESTATES IMPROVEMENT AND SERVICE DISTRICT.

WITNESSETH

WHEREAS, the Governing Body for the Bennor Estates Improvement and Service District desires to enlarge the District at the request of landowners, James M. Hannah and Robbin Hannah, for the property at 633 Force Road, with a legal description further defined in the Exhibit.

WHEREAS, landowners certify that they are the legal owners of the property and that by connecting onto the water system that is operated and owned by the Bennor Estates Improvement and Service District, as the land owners located at 633 Force Road, they agree to the following:

- 1) The water purchased from the Bennor Estates Improvement & Service District will be used for domestic purposes only to supply existing facilities with potable water for consumption and sanitary purposes only and **will not** be utilized for industrial applications. Industrial applications shall be defined as utilizing water for the manufacturing of a product where the water is either consumed or is part of the product. This also includes utilizing water for any part of a process associated to the manufacturing of said product.
- 2) We will pay all costs for running the District's water line to the property line, estimated at under \$10,000 total. The District will be responsible for this work and will bill or assess me for this work.
- 3) We will pay all costs to run the line from the property line to the necessary point of use and will comply with all District by-laws, rules and regulations and will pay the required tap fee (\$4,000 for a service line under 1") and will install all of the required components and sign the required Water User Agreement.
- 4) Will pay the Regional Water Supply System Development charge as determined by the City of Gillette.
- 5) Will pay the regular District fees.
- 6) Will not be part of subdivision so this would not include anything to do with covenants or subdivision rules.

WHEREAS, the Bennor Estates Improvement and Service District has agreed to the enlargement under these terms and requests the Campbell County Commissioners grant this request.

BE IT FURTHER RESOLVED, that Lynne Gray, President and Katie Balamut, Secretary/Treasurer are hereby designated as the authorized representatives of the Bennor Estates Improvement and Service District to act on behalf of the Governing Body on all matters relating to this resolution.

PASSED, APPROVED AND ADOPTED THIS 17 day of May, 2022.

Lynne Gray
Lynne Gray, President

Attest:

Katie Balamut
Katie Balamut, Secretary/Treasurer

Office Of
COUNTY ASSESSOR

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



To Whom It May Concern:

September 26, 2022

The Campbell County Assessor's Office mapping department has reviewed the boundary map for the enlargement of the Bennor Estates I & S District and does not find any discrepancies or issues. I, Troy D. Clements, Campbell County Assessor, do hereby accept the map as currently presented.

Sincerely,

Troy D. Clements
Campbell County Assessor

Petition to Join Bennor Estates Improvement and Service District

April 27, 2022

Bennor Estates Improvement & Service District
PO Box 2544
Gillette, WY 82717

RE: Request for Water Service for 633 Force Rd 6.85 acres

Dear Bennor Estates Improvement & Service District,

I hereby request the addition of my property at 633 Force Rd, Gillette, Wyoming, into the Bennor Estates Improvement & Service District. The legal description for the property is described in the attached pages (Exhibit A).

I certify that I am the legal owner of the property.

By connecting onto the water system that is operated and owned by the Bennor Estates Improvement and Service District, as the land owner located at 633 Force Rd, I agree to the following:

- 1) The water purchased from the Bennor Estates Improvement & Service District will be used for domestic purposes only to supply existing facilities with potable water for consumption and sanitary purposes only and will not be utilized for industrial applications. Industrial applications shall be defined as utilizing water for the manufacturing of a product where the water is either consumed or is part of the product. This also includes utilizing water for any part of a process associated to the manufacturing of said product.
- 2) I will pay all costs for running the District's water line to the property line, estimated at under \$10,000 total. The District will be responsible for this work and will bill or assess me for this work.
- 3) I will pay all costs to run the line from the property line to the necessary point of use and will comply with all District by-laws, rules and regulations and will pay the required tap fee (\$4,000 for a service line under 1") and will install all of the required components and sign the required Water User Agreement.
- 4) I will pay the Regional Water Supply System Development charge as determined by the City of Gillette.
- 5) Will pay the regular District fees.
- 6) Will not be part of subdivision so this would not include anything to do with covenants or subdivision rules.

Sincerely,

Rabbin Hannah 5-30-22
[Signature] 5/30/22

Gillette, WY 82718

Enclosure: Exhibit A

The State



of Wyoming

RECEIVED 10/25/22
FILED 10/25/22
CAMPBELL COUNTY CLERK

DEPARTMENT OF REVENUE

Herschler Building
3rd Floor East
122 West 25th Street
Cheyenne, Wyoming 82002-0110
E-Mail: directorofrevenue@wyo.gov
Web: <http://revenue.wyo.gov>

MARK GORDON, *Governor*
BRENDA HENSON, *Director*

Telephone (307) 777-7961
DOR Main FAX (307) 777-7722
Property Tax FAX (307) 777-7527
Excise FAX (307) 777-3632
Mineral FAX (307) 777-7849
Liquor FAX (307) 777-6255

October 19, 2022

Bennor Estates Phase I Improvement and Service
PO Box 2544
Gillette, Wyoming 82717

Dear Helenanne Cathy:

The Wyoming Department of Revenue has reviewed the documentation submitted for this district. Based on this review, the documents on file, and pursuant to the reporting requirements outlined in W.S. 39-13-102(p), and 39-13-104(k)(iv), the Department has determined that the district is Compliant for the tax year noted below.

<u>Tax Year</u>	<u>Approval Type</u>	<u>Map</u>	<u>Legal</u>	<u>Resolution</u>
2023	Compliant	Approved	Approved	Approved

Compliance status means that this district has met all of the minimum requirements as defined by Wyoming statute and the Department's administrative rules.

The Department approves the petition for formation. The petitioned area does not create any gaps or overlaps, nor does it conflict with a district of like services.

Any missing or rejected documentation should be submitted to the DOR as soon as possible. All documents provided to the Department must meet the requirements established in Chapter 21, Section 5 of our agency rules. You can find this document on the Department's website at <http://wyo-prop-div.wyo.gov/> under Tax Districts > General Information > Rules. If you do not have Internet access, we can mail a copy for your review.

This notice is the current, final determination and supersedes all other notices you may have received from the Department. If you should have any questions or concerns regarding this matter, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dan Shadakofsky".

Dan Shadakofsky
Senior Business Applications Analyst
(307) 777-5432
dan.shadakofsky@wyo.gov

cc: Campbell County Assessor

BENBOR ESTATES IMPROVEMENT & SERVICE DISTRICT

A tract of land that is located in a portion of the NW ¼ of the SW ¼ of Section 3, a portion of the SE ¼ of the NE ¼, a portion of the SE ¼ of the SW ¼ and a portion of the SE ¼ of Section 4,
T 49 N, R 73 W of the 6th P.M., Campbell County, Wyoming



LEGAL DESCRIPTION FOR BENBOR ESTATES I & SD

A TRACT OF LAND THAT IS LOCATED IN A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 3, A PORTION OF THE SE ¼ OF THE NE ¼, A PORTION OF THE SE ¼ OF THE SW ¼ AND A PORTION OF THE SE ¼ OF SECTION 4, T 49 N, R 73 W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/16 CORNER OF SAID SECTION 3 AND SAID SECTION 4; THENCE N89°40'18"E, 382.54 FEET; THENCE N0°00'00"W, 324.73 FEET; THENCE N41°55'50"W, 80.94 FEET; THENCE N0°02'27"W, 329.40 FEET; THENCE N31°01'59"W, 707.04 FEET TO THE SOUTHERLY R.O.W. INTERSTATE 90; THENCE ALONG THE SAID SOUTHERLY R.O.W. INTERSTATE 90 THE FOLLOWING SIX COURSES: THENCE S38°51'29"W, 853.88 FEET; THENCE S31°17'39"E, 25.07 FEET; THENCE S58°51'57"W, 1,099.62 FEET; THENCE N30°54'27"W, 24.80 FEET; THENCE S58°51'49"W, 540.20 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAS A CENTRAL ANGLE OF 10°23'54", A RADIUS OF 5,825.58 FEET, AN ARC LENGTH OF 1,076.14 FEET, A CHORD BEARING OF S64°00'00"W AND A CHORD LENGTH OF 1,074.96 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAS A CENTRAL ANGLE OF 2°40'00", A RADIUS OF 5929.60 FEET, AN ARC LENGTH OF 275.99 FEET, A CHORD BEARING OF S70°38'30"W AND A CHORD LENGTH OF 275.98 FEET; THENCE LEAVING SAID SOUTHERLY R.O.W. INTERSTATE 90, S19°01'21"E, 481.88 FEET; THENCE S28°37'00"E, 507.35 FEET TO THE NORTH R.O.W. LINE OF FORCE ROAD; THENCE ALONG THE SAID NORTH R.O.W. LINE OF FORCE ROAD THE FOLLOWING FIVE COURSES: THENCE N88°28'11"E, 207.50 FEET; THENCE N88°16'44"E, 211.59 FEET; THENCE N88°20'00"E, 2,303.07 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAS A CENTRAL ANGLE OF 01°20'28", A RADIUS OF 4,508.26 FEET, AN ARC LENGTH OF 105.49 FEET, A CHORD BEARING OF N00°04'12"E AND A CHORD LENGTH OF 105.48 FEET; THENCE N00°40'18"E, 394.08 FEET TO THE EAST LINE OF SAID SECTION 4; THENCE LEAVING SAID NORTH R.O.W. LINE OF FORCE ROAD, N0°34'10"W ALONG THE SAID EAST LINE OF SECTION 4, 1,287.85 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS 142.71 ACRES, MORE OR LESS.

THE BOUNDARY OF THIS IMPROVEMENT & SERVICE DISTRICT IS INTENDED TO INCLUDE THE CONTENTS WITHIN BENBOR ESTATES, PHASE I (BOOK 8 PLATS, PAGE 75, FOLDER 31), LOT 1, CEBULLA SUBDIVISION (BOOK 9 PLATS, PAGE 68, FOLDER 23) AND BOOK 2454 PHOTOS, PAGE 464, CAMPBELL COUNTY RECORDS.

NOTES: THIS MAP IS BASED ON RECORD DOCUMENTS, BEARINGS AND DISTANCES ARE AS SHOWN ON RECORD PLATS AND RECORDED DOCUMENTS.

LEGEND:

- BOUNDARY LINES
- LOT LINES
- CENTERLINES OF ROADS
- EASEMENTS
- FOUND HWY ROW MARKER
- REBAR & ALUM. CAP

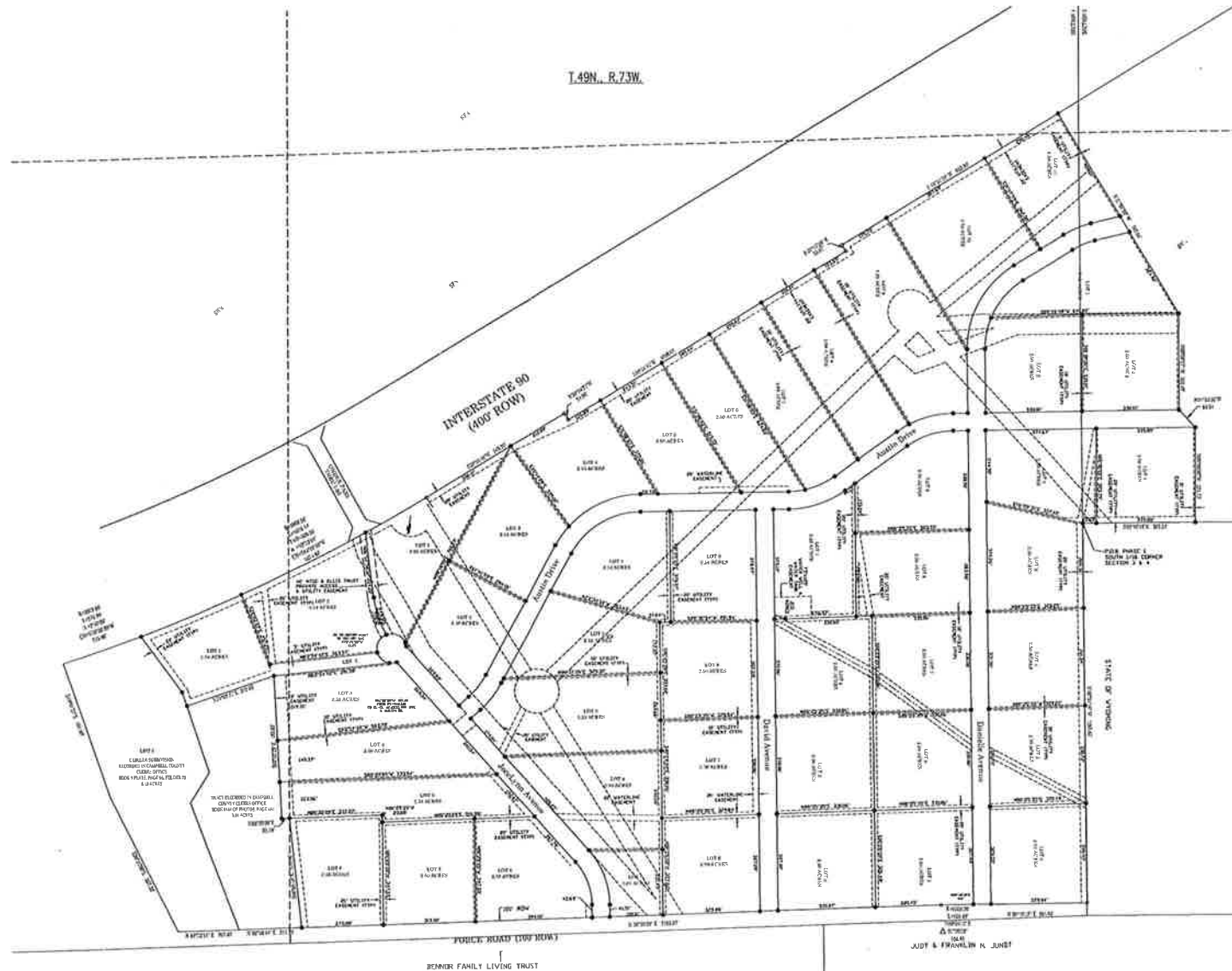
COUNTY CLERK

THE DISTRICT MAP WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK

AND RECORDED AT ____ O'CLOCK, ____ M., 2018,

IN BOOK ____ PAGE NUMBER ____

COUNTY CLERK



PREPARED FOR:

BENBOR ESTATES IMPROVEMENT & SERVICE DISTRICT
3 DANIELLE AVE
GILLETTE, WY 82718
(307) 655-3437



ENGINEERS
CAMPBELL, WY 82701
307-655-1950

DRAWN BY: MDH	CHECKED BY: BSS	1
DATE: 8-19-22	DATE: 8-19-22	1
JOB No: 22971-LS		

The following page(s) contain the backup material for Agenda Item: [10:20 Dove Creek Subdivision Improvements 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.

MEMORANDUM

TO: Board of Commissioners

FROM: Clark Melinkovich, Senior Engineer *CM*

DATE: November 1, 2022

SUBJECT: Dove Creek Subdivision Improvements Agreement

On June 7, 2022 the Board approved a Subdivision Improvements Agreement with letter of credit for the Dove Creek Subdivision in the amount of \$15,000. Since the plat was ready to be filed prior to the payment being made for the electrical service, the developer chose to post a letter of credit for that amount. The plat was filed, and the letter of credit provided the County assurance that the payment for electrical service would be made.

The developer has recently made payment to the electrical provider for electric service at the subdivision. At this point the letter of credit can be released.

Public Works recommends the Board authorize the release of the Dove Creek Subdivision Letter of Credit.



Cost Estimate

Work Order: **220163**

Print Date: 08/22/2022 10:25:47 AM

Job Name: **DOVE CREEK PEOPERTIES LLC**

Staker: **EMMY LOU J COOK**

Description: **DOVE CREEK SUBDIVISION**

Location: **507025**

Construction Units

(Charge To Customer)

UNIT	DESCRIPTION	QTY	MATERIAL		LABOR		TOTAL
			UNIT COST	TOTAL	RATE	TOTAL	
1/0 ACSR	# 1/0 ACSR 6/1 RAVEN	2420	\$0.32	\$780.21	\$0.33	\$788.96	\$1,569.17
E2.1	SNGL DOWN GUY HD BOLT TYPE	4	\$40.15	\$160.60	\$99.98	\$399.91	\$560.51
F2.10	SCREW ANCHOR	4	\$116.45	\$465.80	\$179.71	\$718.83	\$1,184.63
H1.1	GROUND ASSEMBLY ROD	4	\$38.89	\$155.56	\$82.52	\$330.07	\$485.63
P2.1	GROUND PLATE	2	\$32.75	\$65.51	\$29.53	\$59.06	\$124.57
POLE 40-4	POLE 40 FT CLASS 4	4	\$504.25	\$2,017.00	\$406.03	\$1,624.14	\$3,641.14
POLE 45-4	POLE 45 FT CLASS 4	2	\$524.59	\$1,049.19	\$423.69	\$847.39	\$1,896.58
VA1.1R	1 PH PRIM SNGL SUPPORT TANGENT	1	\$22.91	\$22.91	\$111.88	\$111.88	\$134.79
VA5.1R	1 PH PRIM SNGL DEADEND	2	\$33.47	\$66.94	\$94.82	\$189.63	\$256.57
VA5.2R	1 PH PRIM SNGL DEADEND	2	\$104.78	\$209.56	\$87.24	\$174.47	\$384.03
VC1.11R	3 PH PRIM SNGL SUPPORT CROSSARM TANG	1	\$186.84	\$186.84	\$331.33	\$331.33	\$518.17
			\$5,180.10		\$5,575.68		\$10,755.78

Removal Units

(No Charge)

UNIT	DESCRIPTION	QTY	MATERIAL		LABOR		TOTAL
			UNIT COST	TOTAL	RATE	TOTAL	
POLE 35-5	POLE 35 FT CLASS 5	1	\$0.00	\$0.00	\$89.18	\$89.18	\$89.18
			\$0.00		\$89.18		\$89.18

Additional Costs

(Charge To Customer)

UNIT	QTY	UNIT COST	TOTAL
EADMINHR	10	\$69.32	\$693.20
EBUCKETTRCK	120	\$2.25	\$270.00
EDDT1HR	16	\$69.32	\$1,109.12
EDDTTRCK	120	\$2.25	\$270.00
EDIGGERTRCK	120	\$2.25	\$270.00
ELINETRCK	240	\$2.25	\$540.00
EOPSTRAV	5	\$90.56	\$452.80
EROWHR	6	\$69.32	\$415.92
ETITLESEARCH	1	\$138.84	\$138.84
Stores Cost			\$1,036.02
			\$5,195.90

Estimate Customer Cost

Customer Sub Total		\$15,951.68
10% Contingency	\$1,595.17	\$17,546.84
		\$17,546.84

POWDER RIVER ENERGY
221 Main Street
PO Box 930
Sundance, WY 82729-0930
(307)283-3531

Journal: 202669 Date: Oct 19, 2022
Set: 0 Time: 11:38:11

Dove Creek
107.20 CONSTRUCTION
WO#: 220163 17546.84

Total To-Be-Paid:	17546.84
50010862 CHECKS:	17546.84

Change Due:	0.00
-------------	------

3 867 gd802 22 3

IRREVOCABLE STANDBY LETTER OF CREDIT

Issuer:

**Pinnacle Bank Gillette LPO
815 Madison St
PO Box 3577
Gillette, WY 82717**

ISSUE DATE: May 24, 2022	LETTER OF CREDIT NUMBER: <u>500012947</u>
AMOUNT: <u>\$15,000.00</u> For The Benefit Of: (Beneficiary Name and Address) Campbell County Commissioners 500 South Gillette Avenue Suite 1100 Gillette, WY 82716	EXPIRATION DATE: <u>May 24, 2023</u> For Account of: (Beneficiary Name and Address) Dove Creek Properties, LLC P.O. Box 451 Gillette, WY 82717

LETTER OF CREDIT, Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one) together with the documents described below. Each draft shall be signed on behalf of Beneficiary and be marked Drawn under Pinnacle Bank Letter of Credit Number 500012947 dated May 24, 2022. Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the Draft.

This letter of credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in the Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit Expires on the Expiration Date.

DRAWINGS

- ☒ Partial Drawings shall not be permitted under this Letter of Credit
☐ Partial drawings are permitted.

DOCUMENTS: Each Draft must be accompanied by the following, in original and two copies except as stated:

- ☒ The original Letter of Credit together with any amendments.
☒ A signed Draft drawn by Beneficiary on Issuer.
☒ Proof of non-performance by Dove Creek Properties, LLC on the joining of Rozet, WY, Campbell County with legal: S25 T50 R70 NE PT

Issuer shall be entitled to accept a draft and the documentation described above, as required by terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of the issuer to verify the identity or authority of the person presenting the draft and such documentation.

SPECIAL INSTRUCTIONS:

APPENDIX 15: SUBDIVISION IMPROVEMENTS AGREEMENT

**AGREEMENT RELATING TO
COMPLETION OF IMPROVEMENTS IN THE
SUBDIVISION**

THIS AGREEMENT, entered into as of the 7th day of June, 20 22, by and between the BOARD OF CAMPBELL COUNTY COMMISSIONERS, CAMPBELL COUNTY, WYOMING (hereinafter called "County"), and Dove Creek Properties, LLC (hereinafter called "Subdivider").

WITNESSETH:

1. That the Subdivider has submitted to the County for approval an application for a subdivision permit and a subdivision plat of the Dove Creek Subdivision; and
2. That electric service is required to each lot by the Campbell County Subdivision Regulations, (hereinafter called "regulations"), to be installed by the Subdivider; and
3. That the Subdivider is required by the regulations to make payment to the electric provider for the installation of electric service to each lot in the subdivision; and
4. That the amount of the guarantee is based on a written quote from Powder River Energy Corporation which is attached to this agreement as Exhibit A ; and
5. That the Subdivider has furnished to the County a guarantee of the payment to the electric provider in the following form: An Irrevocable Letter of Credit, Number 500012947 from Pinnacle Bank - WY in the amount of fifteen thousand dollars (\$ 15,000). That the expiration date of the Letter of Credit is no less than 120 days after the date of completion of the improvements as specified herein.

NOW THEREFORE, the parties do mutually agree as follows:

1. Payment shall be made to Powder River Energy Corporation in the amount of \$15,000 for installation of electric service to the lots of the subdivision.
2. Payment for installation of electric service shall be made by March 1, 2023.
3. Once payment has been made, a receipt shall be provided to Campbell County Public Works- Planning Division. Confirmation from the Public Works- Planning Division of receiving the receipt for payment shall constitute approval by the Board of Campbell County Commissioners of payment under the terms of this agreement.
4. The Irrevocable Letter of Credit, Number 500012947 from the Pinnacle Bank – WY in the amount of fifteen thousand dollars (\$ \$15,000) is to guarantee that the funds are available for the payment for installation of electric service. Upon payment being made and a receipt of payment being provided to Campbell County Public Works- Planning Division, this agreement shall become null and void and of no force and effect in which event the Irrevocable Letter of Credit shall be returned to the Subdivider.

If payment is not made by the time specified in number 2 above, then the County shall take action necessary to obtain funds from the Irrevocable Letter of Credit to make the payment

and to recover the cost thereof including the administrative costs incurred as a result of the failure of timely payment.

In the event the amount of the Irrevocable Letter of Credit is not sufficient to make payment to Powder River Energy Corporation for installation of electric service then the Subdivider shall be liable for any such insufficiency. In the event the County does bring legal action to enforce such liability, then, it shall be entitled to all its cost of suit and reasonable attorney fees. The liability of the institution issuing the Irrevocable Letter of Credit shall not exceed the face amount thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate each of which is deemed an original, as to the date first above written.

BOARD OF COUNTY COMMISSIONERS

[Signature] Chairman

ATTEST: [Signature] County Clerk

SUBDIVIDER:

(Corporate seal and notary)

[Signature]

Glen Wise, member, Dove Creek Properties, LLC

STATE OF WYOMING)

) ss.

COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Glen Wise,
this 25th day of May, 2022

Witness my hand and official seal.

[Signature] Notary Public

My Commission Expires: 7-30-2023



OK MD 6/3/22

The following page(s) contain the backup material for Agenda Item: [10:25 Resubdivision of Lot 4A, Bicentennial Park Subdivision](#)

*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.

RESUBDIVISION
OF LOT 4A
BICENTENNIAL PARK SUBDIVISION
TO BE KNOWN AS LOTS 4E AND 4F
BICENTENNIAL PARK SUBDIVISION
CITY OF GILLETTE, WYOMING

PURPOSE STATEMENT

THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE LOT 4A OF THE BICENTENNIAL PARK SUBDIVISION AS SHOWN IN BOOK 6 OF PLATS, PAGE 131 OF THE CLERK AND RECORDER OFFICE INTO 2 LOTS. THE RESULTING LOT NUMBERS ARE TO BE KNOWN AS LOT 4E AND LOT 4F OF THE BICENTENNIAL PARK SUBDIVISION.

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED CAMPBELL COUNTY COMMISSIONERS, BEING THE OWNER, PROPRIETOR, AND/OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT DOES HEREBY CERTIFY:
THAT THE FOREGOING PLAT DESIGNATED AS RESUBDIVISION OF LOT 4A, BICENTENNIAL PARK SUBDIVISION, AN ADDITION TO THE CITY OF GILLETTE, WYOMING AS IS MORE PARTICULARLY AS FOLLOWS:
THE RESUBDIVISION OF LOT 4A, BICENTENNIAL PARK SUBDIVISION, TO THE CITY OF GILLETTE, WYOMING CONTAINS AN AREA OF 23.4 ACRES, MORE OR LESS, AND THIS RESUBDIVISION, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS; AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS.
THAT THE UNDERSIGNED OWNERS OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DO HEREBY DEDICATE TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PERPETUAL PUBLIC USE, ALL STREETS, ALLEYS, EASEMENTS AND OTHER PUBLIC LANDS WITHIN THE BOUNDARY LINES OF THE PLAT, AS INDICATED, AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE.
UTILITY EASEMENTS, AS DESIGNATED ON THIS PLAT, ARE HEREBY DEDICATED TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PERPETUAL PUBLIC USE, FOR THE PURPOSE OF INSTALLING, REPAIRING, REINSTALLING, REPLACING, AND MAINTAINING SEWERS, WATER LINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC.
ALL RIGHT UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS ____ DAY OF _____ A.D., 20____, BY:

CAMPBELL COUNTY DEL SHELSTAD, CHAIRMAN

STATE OF WYOMING JSS.
CAMPBELL COUNTY

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY

OF _____, A.D., 20____, BY _____

ACTNG AS CHAIRMAN OF THE CAMPBELL COUNTY COMMISSIONERS OF CAMPBELL COUNTY, AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CERTIFICATE FOR RECORDING BY THE COUNTY CLERK AND RECORDER

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT ____ O'CLOCK __.M. THIS ____ DAY OF _____, 20____, AND IS DULY RECORDED IN BOOK ____ OF PLATS PAGE NUMBER ____.

COUNTY CLERK

DEPUTY

SUBDIVISION SUMMARY

TOTAL AREA: 23.4 ACRES±
TOTAL LOTS: 2 LOTS, LOT 4E=14.06 ACRES±, LOT 4F=9.34 ACRES±
ZONING: LOT 4E=C-O LOT 4F=I-1

DECLARATION VACATING PREVIOUS PLATTING

THIS PLAT IS THE RESUBDIVISION OF LOT 4A BICENTENNIAL PARK SUBDIVISION, CITY OF GILLETTE, WYOMING, AS RECORDED IN BOOK 6 OF PLATS, PAGE 131, OF THE RECORDS OF THE CAMPBELL COUNTY CLERK. ALL EARLIER PLATS OR PORTIONS THEREOF, ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.

LEGAL DESCRIPTION

LOT 4A OF THE BICENTENNIAL PARK SUBDIVISION.

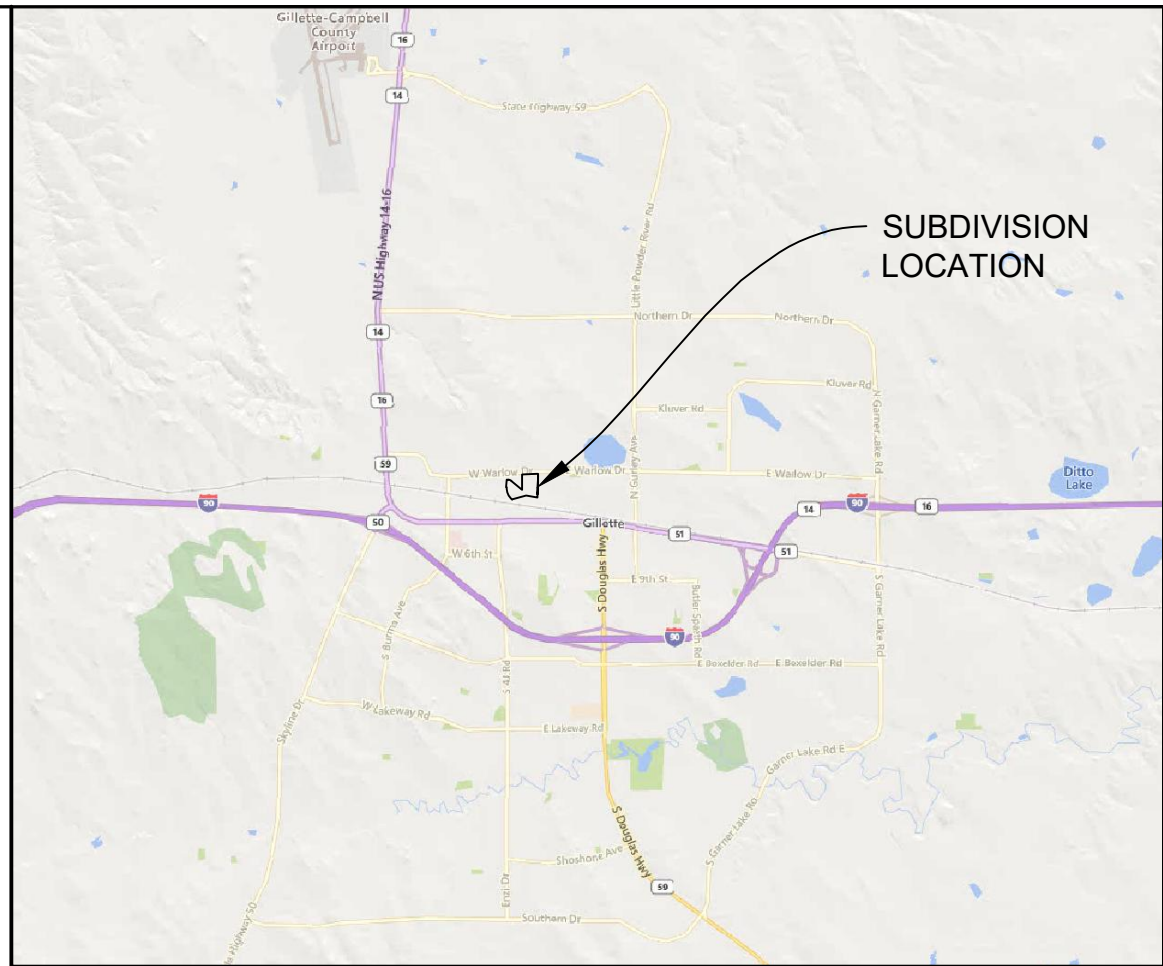
NOTES:

- THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE
- NO PUBLIC MAINTENANCE OF STREETS OR ROADS
- NO CENTRAL WATER SUPPLY SYSTEM
- NO PUBLIC SEWAGE SYSTEMS

SURVEY CERTIFICATE

I, ANTHONY KNIEVEL, OF GILLETTE, WYOMING, HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY PERFORMED DURING THE MONTH OF JUNE, 2022, AND THAT THE SURVEY IS ACCURATELY REPRESENTED ON THIS PLAT AND IS SET OUT ON THE GROUND AS SHOWN HEREON.

NAME DATE
Wyoming L.S. No. _____



VICINITY MAP

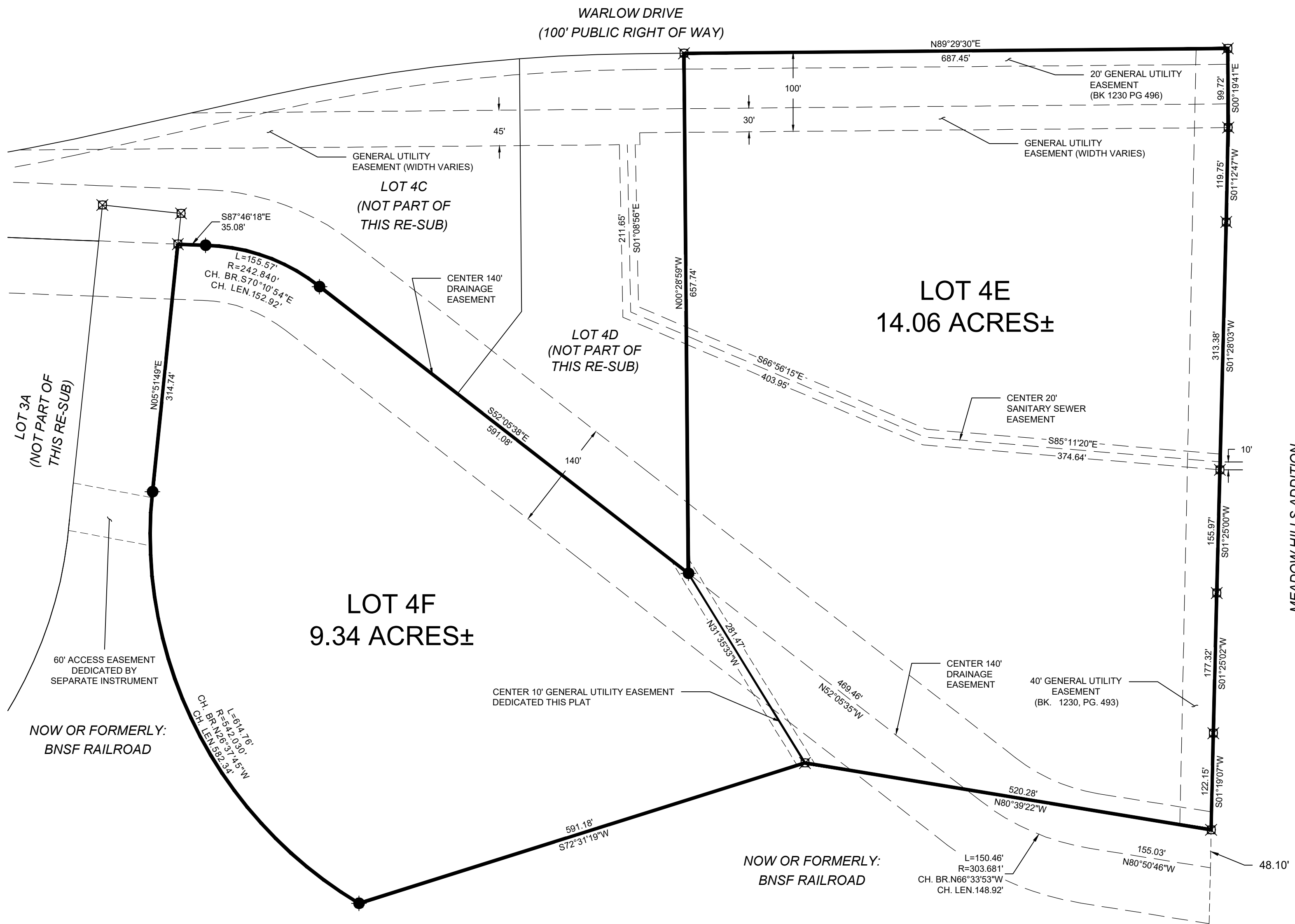
nts



SCALE: 1" = 100'

LEGEND

- FOUND CORNER
- SET CORNER
- SUBDIVISION LINE
- PROPERTY LINE
- EASEMENT



SURVEY NOTES:

BENCHMARK: SOUTHEAST CORNER OF LOT 4E: ELEVATION= 4540.43'

BASIS OF BEARING

THE SOUTH PROPERTY LINE OF LOT 4E AS MEASURED N80°39'22"W, 520.28'

VERTICAL DATUM

NAVD '88

HORIZONTAL DISTANCES

ALL DISTANCES SHOWN HERON ARE IN US SURVEY FEET AT GROUND

PREPARED FOR
CAMPBELL COUNTY PUBLIC WORKS
500 S. GILLETTE AVE, STE. 1400
GILLETTE, WY 82718



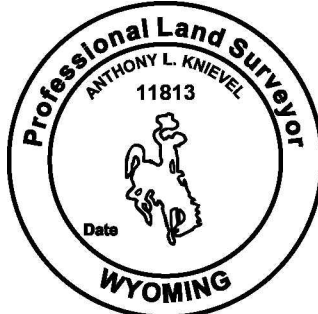
RESUBDIVISION

LOT 4A
BICENTENNIAL PARK
SUBDIVISION
TO BE KNOWN AS LOTS 4E AND 4F
BICENTENNIAL PARK SUBDIVISION
CITY OF GILLETTE, WYOMING

MINOR PLAT

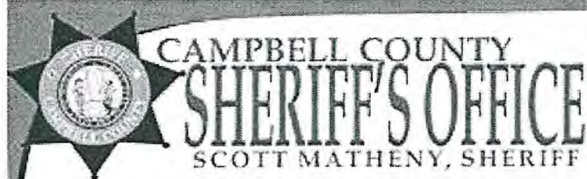
SHEET 1 OF 1

DRAWN BY: ALK	DATE: 10/05/2022	REVIEW BY: JP.MO
REVISION DATE	REVISION DESCRIPTION	



The following page(s) contain the backup material for Agenda Item: [10:30 K-9 Grant Application, Sheriff's Office](#)

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



TO: Marathon Petroleum
RE: 2022 K9 Donation
October 28, 2022

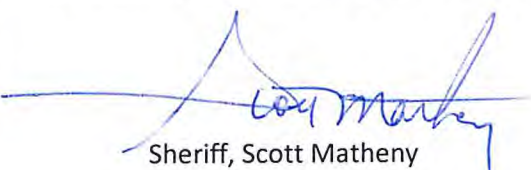
The Campbell County Sheriff's Office is seeking donations to add two (2) dual purpose K9's to the Campbell County Sheriff's Office, in the spring of 2023. One K9 will fill a vacancy that currently exists. The second K9 will replace existing K9 Champ. K9 Champ has worked with the Campbell County Sheriff's Office since September 2015 and will soon retire.

The Campbell County Sheriff's Office will complete an intensive, 10 week, in house K9 basic course. The course will take place from March 1, 2023, until May 13th or 20th, 2023. The end date will be determined, when the 2023 Wyoming Police Service Dog Association (WPSDA) certification is announced.

Historically, the Campbell County Sheriff's Office has received their K9's through generous donations from companies within the Gillette/Campbell County community. The Campbell County Sheriff's Office will purchase the dogs from Pam Rogers with Kasseburg Canine Training Center in New Market, Alabama. Depending on available dogs, the price per K9 will be \$13,000 to \$15,000.

In the spring of 2021, we were fortunate to receive a multitude of donations from our community. The Campbell County Sheriff's Office utilized the donations to purchase two new K9's from Kasseburg Canine Training Center, K9 Torc and K9 Boris. The new K9's will be purchased and picked up approximately one week prior to the class taking place. Kasseburg Canine Training Center requires a signed purchase agreement by January 1, 2023. The required purchase agreement is due to the logistics of finding appropriate K9's for our agency throughout Europe and then having them imported to the United States.

Once the class is completed the Campbell County Sheriff's Office will have four (4) dual certified police K9 teams. The teams will be trained in illegal drug detection, suspect apprehension, tracking, and article recovery. The Campbell County Sheriff's Office is grateful for your consideration in this matter.


Sheriff, Scott Matheny


Serving Campbell County Since 1911

600 West Boxelder Road· Gillette, Wyoming 82718 | (307) 687-6160 | FAX: (307) 687-6198

www.ccgov.net





Thriving Communities

General Instructions

We recommend **drafting your narrative answers in a word processing program**, then copy/paste into the online form. Please note that many fields have character limits. If you paste in text that exceeds the limit, the form will automatically truncate your response.

You can click the "Printable Version" link in the upper right hand corner to see a PDF copy of the full application form.

When **navigating** through the form, use the 'Next' and 'Previous' buttons at the bottom or use the navigation tabs on the left side menu. Using your browser's 'Back' and 'Forward' buttons could result in data loss.

To **upload** files, use the drag-and-drop feature or click the 'Browse' button next to the question you are answering. A window will open where you can locate the file on your computer that you wish to use. Click on the file then click on the 'Open' button.

To Save Your Work in Progress

If at any time you'd like to save your progress and leave this form, please click the 'Save Draft' button at the bottom. You will be prompted to enter your email address and the system will send you a link which you can use to resume your application at a later time. Please note that if you expect to be away from your computer for more than a few minutes, we recommend that you save your draft and exit your browser session. When you are ready to submit your proposal form, click on the 'Submit' button at the bottom of the final tab.

Technical Assistance

Should you have technical questions regarding the online submission process, please contact our administrator, Foundation Source, at (800) 839-5316 or PremierSupport@foundationsource.com.

Organization Information

*Organization Name: Please enter the name of your organization as it appears on all legal documents, such as its IRS determination letter, articles of incorporation and/or bylaws.

Campbell County Government

Doing Business As (DBA): If your organization operates under / goes by something other than its legal name, please enter it below.

Campbell County Sheriff's Office

*EIN

83-600103_

Please validate your organization by entering your 9-digit EIN above, clicking the "Validate" button, then selecting your organization from the provided list. If your organization does not appear in the list, select "Organization Not Found."

*Address

600 W Boxelder Road

Address Line 2

*City

Gillette

*State

WY

*Zip

82718

Region of Work

Our regions are as follows below. In the dropdown field, please select the region that represents where your organization will be carrying out the program/project.

If you are applying for funding from **MPLX**, please be sure you select the appropriate MPLX region.

Alaska
Corporate (Findlay, OH and San Antonio, TX)
Detroit
Diversity, Equity and Inclusion
El Paso, TX (west TX and southeast NM)
Garyville
GBR (Galveston Bay)
Illinois & Indiana
Minnesota (MN and WI)
Mountain (CO, ID, UT and WY)
MPLX - First Responders - G&P
MPLX - First Responders - Marine
MPLX - First Responders - Pipeline
MPLX - First Responders - Terminal
MPLX - First Responders - Transport & Rail
MPLX - General - G&P
MPLX - General - L&S
MPLX - General - T&R
Northern CA
North Dakota (ND, SD and MT)
Ohio
Pacific NW (WA and OR)
Southern CA
Tribal Affairs
Tri-State (Southern OH, KY, and WV)
Virent

*Region

MPLX - General - G&P

Please enter the name of the Marathon contact you have been communicating with, if applicable.

Nate Lloyd- Maintenance & Measurement Director G&P West

Website

<http://www.Campbellcountywy.gov>

Facebook Page / URL

Twitter Handle

*Organization Mission Statement

Provide professional, effective, and efficient law enforcement, detention, and administrative services to the citizens of Campbell County by exercising sound management, emphasizing customer service and providing opportunity for continuous staff improvement.

*Annual Operating Budget: In whole dollars, please enter your organization's operating budget for the current fiscal year.

\$17,565,045.00

*Sources of Income for the organization for the current year: Please list your organization's principle sources of income and approximate amounts received (i.e., government grants, foundations, companies, fundraisers, individuals, etc.). Please list individual donors as a single group as opposed to listing family names separately.

Campbell County Sheriff's Office budget operates through local taxes in Gillette, Wyoming. Our current K9 budget is \$6000 yearly total. This covers food, boarding, equipment and veterinary care for the K9.

*Marathon Funding: Has Marathon, Andeavor, or Marathon Petroleum Foundation provided funding to your organization in the past? If so, how much and when? (upload detail, if applicable)

No, we have not received any funding from Marathon before.

Marathon Funding Detail, if applicable

Attachments

*Board of Directors: Please attach a list of your organization's board of directors, including the names of their employers and business titles, if applicable. Accepted file formats include: Adobe (.pdf), Microsoft Word (.doc or .docx) and Microsoft Excel (.xls or .xlsx).

NOTE: Your W-9 document must be signed and dated within the past two years.

*IRS Form W-9: Please attach a list of your organization's IRS form W-9. Accepted file format: Adobe PDF, only.
K9 W9 request.pdf

Primary/Proposal Contact

Please enter the name and contact information for the primary point-of-contact for your organization.

*Salutation

Mr.

*First Name

Trevor

*Last Name

Osborn

*Title

Deputy Sheriff-Lead K9 Handler

*Phone

307-680-4871

Cell Phone

*Primary Email

trevor.osborn@campbellcountywy.gov

Secondary Email

Executive Contact

Please enter the name and contact information for your organization's chief executive (e.g., Executive Director, President, CEO, etc.).

*Salutation

Mr.

*First Name

Scott

*Last Name

Matheny

*Title

Sheriff

*Phone

307-660-8012

Cell Phone

*Email

scott.matheny@campbellcountywy.gov

*Program/Project Title: Please give the program / project you are requesting funding for a brief name / title.

Campbell County Sheriff's Office K9 Program

*Program/Project Location: Please enter the name of the location and address where the program/project will take place.

600 W Boxelder Road

*Requested Amount: In whole dollars, please enter the amount you're requesting from Marathon over the duration of the project.

\$32,000.00

*Funding Type: Is funding being requested for a Program/Project, Event, or Both?

Program/Project

*Program/Project Request Summary: In a few sentences, please summarize the intent/purpose of this request.

The Campbell County Sheriff's Office is requesting funding to add two (2) new dual purpose K9's to our Agency. Our K9's are certified in Drug detection and criminal apprehension. These K9's cost between \$13,000-\$15,000 per dog. Any additional money will be allocated to cover cost associated with equipment for the two (2) new K9's. Equipment includes muzzles, electric collars, leashes, K9 training bite suit, boarding and other K9 related equipment and picking up K9's from New Market, Alabama.

Please provide an overview of the project for which you are requesting funding. Please be sure to address the following:

- **Who or what will be served or impacted by the project (i.e., target population)**
- **What specific needs or issues will be addressed and why this is important**
- **General details on how the project will work including key milestones**

*Program/Project Request Details

The Campbell County Sheriff's Office is seeking donations to add two (2) dual purpose K9's to the Campbell County Sheriff's Office, in the spring of 2023. One K9 will fill a vacancy that currently exists. The second K9 will replace existing K9 Champ. K9 Champ has worked with the Campbell County Sheriff's Office since September 2015 and will soon retire.

The Campbell County Sheriff's Office will complete an intensive, 10 week, in house K9 basic course. The course will take place from March 1, 2023, until May 13th or 20th, 2023. The end date will be determined, when the 2023 Wyoming Police Service Dog Association (WPSDA) certification is announced.

Historically, the Campbell County Sheriff's Office has received their K9's through generous donations from companies within the Gillette/Campbell County community. The Campbell County Sheriff's Office will purchase the dogs from Pam Rogers with Kasseburg Canine Training Center in New Market, Alabama. Depending on available dogs, the price per K9 will be \$13,000 to \$15,000.

In the spring of 2021, we were fortunate to receive a multitude of donations from our community. The Campbell County Sheriff's Office utilized the donations to purchase two new K9's from Kasseburg Canine Training Center, K9 Torc and K9 Boris. The new K9's will be purchased and picked up approximately one week prior to the class taking place. Kasseburg Canine Training Center requires a signed purchase agreement by January 1, 2023. The required purchase agreement is due to the logistics of finding appropriate K9's for our agency throughout Europe and then having them imported to the United States.

Once the class is completed the Campbell County Sheriff's Office will have four (4) dual certified police K9 teams. The teams will be trained in illegal drug detection, suspect apprehension, tracking, and article recovery. The Campbell County Sheriff's Office is grateful for your consideration in this matter.

Program/Project Start Date: If applicable, please enter the date when you anticipate beginning work on the program/project.

Program/Project End Date: If applicable, please enter the date you expect to complete work on this project with funding from Marathon.

*Total Project Budget: In whole dollars, please enter the total amount it will cost to run the program over the duration of the project.

\$32,000.00

*Funding Summary: Please provide names of other organizations and corresponding amounts who may be supporting this program/project

No other organizations or amounts

How would you scale back the Program/Project if the provided funding was less than the amount being requested?

The Campbell County Sheriff's Office would be required to seek additional funding through charitable donations in the community.

In the field below, briefly explain what need is being addressed and how it will align with one or more of Marathon's Community Investment Focus Areas:

- **Thriving Communities:** Includes basic needs such as shelter, food, safety and in school and after school community development programs; and/or economic development and financial stability program support
- **Workforce Development:** Includes vocational, technical and/or skilled trade programs or training; career readiness development activities at the high school or post-high school level; or services such as employment/recruiting services programs
- **Sustainability:** Includes life sciences, breakthrough research, biodiversity, or food access; parks, green space, land space preservation programs; or environmental issues such as air quality, water quality, access to clean water, etc.

Briefly explain what need is being addressed.

The Campbell County Sheriff's Office uses our K9's to assist in the searching of buildings, open areas, vehicles. Our K9's are also capable of tracking person(s), evidence recovery. Our primary use for our K9's is Drug detection. K9's are trained to identify the odors of Methamphetamine, Heroin, and Cocaine. Our K9's assist Deputies with completing dangerous task's that assist in the safety of both Deputies and the community.

How will you know if the program / project is a success? In the field below, please discuss:

- **What specific measures and / or benchmarks will you use to demonstrate your success at meeting the goals and objectives outlined in the previous section?**

- **How will you track the program / project data?**
- **How will you use the information to improve or refine your organization, program or strategies?**

*How would you define success of your program/project?

Each K9 will be required to complete the WPSDA (Wyoming Police Service Dog Association) certification. This certification week will be held at the end of our agencies in house K9 training course, in the month of May (Date TBD). K9's will then be used on patrol to assist Deputies and provide added safety for the community. Each K9 handler is required to maintain meticulous training records, and work records are maintained through law enforcement reports. K9 Handlers, and their K9 partners are required to complete 16 hours of training per month over the course of the K9's career.

*Please describe how the proposed program/project will make a difference in the lives of the people you plan to serve.

As stated above, our K9's are used for Drug detection and apprehension of violent offenders. Without this crucial service, our agency would be unable to combat the growing problem of drug addiction, and drug related crimes, to include overdose. Our K9's are also used to apprehend violent criminals and making these dangerous and volatile situations safer for all law enforcement agencies in Campbell County. The use of our K9's makes our schools, businesses and community as a whole a safer place to be.

Please briefly describe how your organization plans to sustain the program/ project once any potential funding from Marathon Community Investments has been exhausted.

*Sustainability Plan

The Cambell County Sheriff's Office retains a budget for our K9's of \$2000 per dog, per fiscal year. This money covers food, boarding, equipment and medical for the K9.

How will Marathon Community Investments be recognized for funding this program/project?

*Recognition Plan

If Marathon contributed to the Campbell County Sheriff's office K9 program, patrol vehicles would be stickered with Marathons name and logo. Meeting with Marathon personnel to take photos with new K9's. Notice would be sent to local news highlighting Marathon's generous contribution to our agency and the K9 Program. The Campbell County Sheriff's Office would be open to any other request made by Marathon.

Please feel free to provide additional information that supports your work, if applicable, including event program materials, previous program/project metrics or reports, etc., by attaching information below.

Additional Information #1

signed K9 letter.pdf

Additional Information #2

Additional Information #3

Internal Use Only

*Form

Thriving Communities

You selected "Thriving Communities" as your primary focus area for your grant. Please provide projected outputs/outcomes for this grant request.

Please enter "0" or "N/A" if not applicable.

Thriving Communities

(Includes basic needs such as shelter, food, safety and in school and after school community development programs; and/or economic development and financial stability program support)

*Projected number of individuals served

47000

*If there's an opportunity to engage Marathon employee volunteers, please list potential number of volunteers positions

0

*If applicable, list potential number of total Marathon volunteer hours for the program/project

0

*Projected number of provisions/supplies/resources provided (i.e. meals served, homes remodeled, PPE distributed, coats provided, etc.)

2 K9's

*Projected number of programs/projects implemented - for the majority this will be "1" but if your grant covers multiple programs please respond with an actual number

1

*Are there additional outcomes that should be considered? Feel free to add qualitative data (outcomes that are observed but generally cannot be measured with a numerical result, such as increased understanding and awareness, behavior change, etc.)

I, K9 Deputy Eric Coxbill, have been a K9 handler for the Campbell County Sheriff's Office for the last 7 years. I have seen the direct effect that these K9's have on our community. Through use of our K9's we are able to apprehend individuals selling narcotics within our community. We also use our K9's for Criminal Interdiction on our highways, to apprehend individuals transporting large quantities of narcotics through and to our community. Our K9's have been used in numerous dangerous patrol situations, and their presence alone has aided in the safety of both me, and my fellow law enforcement officers. Our K9's help keep the community and law enforcement officers safer.

You indicated that "Thriving Communities" is the primary focus area your program/project falls under. This tab contains questions regarding the other two focus areas, "Workforce Development" and "Sustainability." If you consider either or both of these to be secondary focus areas, please fill out one or both sections below. You can skip this tab if you do not have a secondary focus area.

Workforce Development

(Includes vocational, technical and/or skilled trade programs or training; career readiness development activities at the high school or post-high school level; or services such as employment/recruiting services programs)

Projected number of programs/projects implemented - for the majority this will be "1" but if your grant covers multiple programs please respond with an actual number

1

Projected number of schools supported

24

Projected number of individuals educated/trained

Projected number of participants that furthered education as a result of the program

4

Projected number of program participants hired

Projected number of internships/scholarships provided

Projected number of internship/scholarship dollars provided

Are there additional outcomes that should be considered?

Sustainability

(Includes life sciences, breakthrough research, biodiversity, or food access; parks, green space, land space preservation programs; or environmental issues such as air quality, water quality, access to clean water, etc.)

Projected number of programs/projects implemented - for the majority this will be "1" but if your grant covers multiple programs please respond with an actual number

Projected number of individuals who benefit from program implementation

Projected number of animals who benefit from program implementation

Projected number of acres converted/preserved

Projected improved quality air index

Projected improved sanitation standards

Are there additional outcomes that should be considered?

In order to benchmark and illustrate Marathon's commitment to community investments, we ask that you please answer the following questions specific to the grant request. Please note that this data is used for statistical purposes only and it does not affect the grant approval process.

Please report statistical information specifically for the grant you are applying for, not for the organization as a whole.

*Primary Target Population (Check all that apply)

All (General Audience)

If your target audience is not included in the list above, please describe.

*Age Group (Select One): If the target population includes more than one age group of CHILDREN you may select up to three choices, but if the target population is all ages (e.g. seniors, youths and adults) then simply select ALL as your choice.

All (General Audience)

*Will at least half of the requested grant amount be used to benefit an Underserved Population? (Underserved Population is defined as any of the following: black, indigenous and people of color (BIPOC); disabled; homeless; LGBTQ; Seniors, Veterans; Women and Girls.)

Yes

*Will at least half of the requested grant amount be used to benefit Low Income Households? (Low Income Households (in general) is defined as those making less than \$39,500 annually.)

No

Please provide percentage of total grant dollars used to support each applicable black, indigenous and people of color (BIPOC) group below as it relates to this grant request. Please enter zero (0) where non-applicable.

*African-American

0%

*Asian-American (includes Pacific Islander)

0%

*Latino-American (Hispanic)

0%

*Native-American

0%

Other

Other, please explain if you entered a percentage above

All resident's of Campbell County would benefit

Not Applicable

*Do the majority of your Board of Directors identify as a member of a minority? (Minority in this context is defined as someone who identifies as a member of black, indigenous and people of color (BIPOC), and/or women, LGBTQ or disabled. Majority is defined as more than 50%)

No

*Name and title of person completing this form

K9 Deputy Sheriff Eric Coxbill

*Today's date

10/28/2022

The following page(s) contain the backup material for Agenda Item: [10:40 Code of Conduct for Campbell County Boards](#)

*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.



Code of Conduct for Campbell County Boards

Approved 11/01/2022

Campbell County Commissioners approved this Code of Conduct for all County Boards. The Code of Conduct is within the Campbell County Board Policy. "The Code of the West" (attached) is the official state code of Wyoming by statute, and the County Code of Conduct is within the spirit of the State Code.

Campbell County Commissioners form Boards and appoint members under the Commission's authority to inform and represent the Commission throughout specific county activities. Campbell County's wide range of boards serve a critical role as a mechanism for civic engagement. While no single code of conduct can address the varied board circumstances, the purpose of this Code of Conduct is to define standards and expectations of conduct that align with the County's mission, vision, and values.

All board members will read, sign, and annually renew their pledge to abide by this Code of Conduct.

By our conduct, we create an environment to which we adhere and pledge to uphold the following:

- We acknowledge that the principal function of County boards is to provide public service, and we therefore commit to serving the public interest and promoting the greatest public good.
- We recognize that our actions impact the community's trust in the County and government as a whole and commit to act with honesty and integrity.
- We commit to vigilantly avoid bias or conflict of interest whether they be real or perceived, acknowledging that even the perception of such corrodes public trust.
- We commit to fairness, active listening, and consideration of all points of view. We make informed decisions after carefully weighing relevant data and assessing the merits and possible impacts.
- We will foster a professional environment of courteous, respectful, and equitable treatment of our fellow board members, elected officials, County staff and the residents we serve, through our words and actions whether we agree or disagree.
- We promote a welcoming culture at public meetings and with each other to foster participation and representation across Campbell County. We are committed to an environment free from violence, discrimination, intimidation, or harassment.
- We are committed to transparency, access to information, and promoting broad public engagement. We will respect and comply with all applicable laws, regulations, and policies.
- We acknowledge that executive sessions are confidential and will not be discussed outside of the executive session.
- We will comply with the County Alcohol Policy (504A. DRUG-FREE WORKPLACE AND SUBSTANCE ABUSE) and ensure enforcement of that policy among the members of the board.

Each individual board may add additional standards of conduct based on specific needs of their board.

Any code of conduct violations should be addressed according to the board bylaws. The County Commissioners have final authority to appoint or dismiss board chairmen or any board member.

I acknowledge having read the Code of Conduct and agree to conduct myself accordingly, and that the County Commissioners may rescind my appointment at any time.

Signature

Print Name

Board

Date