

AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

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

JUNE 2, 2020

Due to the COVID-19 Pandemic crisis, there will be limited seating available in the Commissioners Chambers to allow for proper social distancing. Citizens are encouraged to submit public comment via email to boc@ccgov.net by Noon on June 1st and view the meeting on GPA Channel 192 or through the County website at www.ccgov.net.

09:00 MEETING CALLED TO ORDER PLEDGE OF ALLEGIANCE

CONSENT AGENDA

- A. [Consent Agenda](#)
-

VOUCHERS

- B. Vouchers

PUBLIC COMMENT

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

OPEN GOVERNMENT

- D. 9:15 County Information

REGULAR BUSINESS

- | | |
|---|---------------------|
| E. 9:20 Resolution for Amendment, CAM-PLEX Special Events Account | Jeff Esposito |
| F. 9:25 Airport Aviation Encouragement Grant Application | Shelly Besel |
| G. 9:30 Airport Marketing Grant Application | Shelly Besel |
| H. 9:35 Bulletproof Vest Partnership Grant Application | Captain Eric Seeman |
| I. 9:40 Children's Developmental Services Special Education Contract | Bob Tranas |
| J. 9:45 Children's Developmental Services Early Intervention Contract | Bob Tranas |
| K. 9:50 Individualized Safety Incentive Program | Crystal Nichols |
| L. 9:55 Funding Request, Title 25 Detentions | Jenny Staeben |
| M. 10:00 Assistance for Coal Communities Funding Application | Ivy McGowan |
| N. 10:05 Proposed Budget FY2020-2021 for Publication | Susan Saunders |

*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.

WORKSHOP

O. [10:15 Waypoints Consultant Update](#)

P. 10:30 National High School Finals Rodeo

Jim Ford

Jeff Esposito

ADJOURN

Consent Agenda

MINUTES

Board of Commissioners Directors Workshop, May 18, 2020

Board of Commissioners Regular Meeting, May 19, 2020

PAYROLL PAYMENTS

May 16, 2020

CANCELLATION/REBATE OF TAXES

#4100 - 4108

LINE ITEM TRANSFERS

Extension Office

Transfer \$101.54 from 105.6281 Automobile to 105.7488 Program Support

Transfer \$63.50 from 105.6283 Meals and Lodging to 105.7488 Program Support

Transfer \$388.80 from 105.6517.5 Meals and Lodging to 105.7488 Program Support

Transfer \$271.92 from 102.6281 Automobile to 102.7342 Program Support

Transfer \$557.54 from 102.6283 Meals and Lodging to 102.7342 Program Support

Transfer \$149.57 from 103.6281 Automobile to 103.7343 Program Support

Transfer \$170.23 from 103.6283 Meals and Lodging to 103.7343 Program Support

Transfer \$170.00 from 103.6517.4 Travel & Transportation to 103.7343 Program Support

Transfer \$171.51 from 103.6517.5 Meals and Lodging to 103.7343 Program Support

Transfer \$195.00 from 106.6517.4 Travel & Transportation to 106.6517.3 Conference, Seminar

Transfer \$302.50 from 106.6517.4 Travel & Transportation to 106.7488 Program Support

Museum

Transfer \$168.40 from 721.6112 Electricity to 721.6762 Off. Furn. & Equipment

Transfer \$1,132.20 from 721.6517.4 Travel & Transp. To 721.6092 Advertising

Transfer \$500.00 from 721.6301 Automobile to 721.6666 Janitorial Supplies

Parks & Recreation

Transfer \$3,300 from 7710.6023 Full-Time OT to 7701.6023 Full-Time OT

Transfer \$815 from 7710.6112 Electricity to 7710.6677 Grease

Transfer \$680 from 7710.6703 Seed and Sod to 7710.6700 Golf Course Accessories

Transfer \$1,365 from 7710.6963 Equipment Rental to 7710.6970 Port-O-Johns

Transfer \$150 from 7710.6517.5 Meals and Lodging to 7710.6517.2 Staff Development

Transfer \$6,500 from 7701.6114 Propane/Natural Gas to 7710.6102 Association Dues and Fees

Transfer \$1,000 from 7704.6687 Landscaping Supply to 7704.6752 Tires & Chains

Transfer \$1,300 from 7704.6687 Landscaping Supply to 7704.6754 Lubricants

Road & Bridge

Transfer \$30,000 from 141.6752 Tires and Chains to 141.6751 Vehicle Parts (not Capital)

Transfer \$11,000 from 141.6891 Road Materials to 141.6111 Electricity, Water & Sewer

Transfer \$1,000 from 141.6517.1 Tuition & Fees to 141.6052 Postage, Freight

*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.

MALT BEVERAGE PERMITS

Shaunda Bohl, Gillette Stock Car Racing Association, for races at Thunder Speedway in the spectator area on June 12, 2020 and June 14, 2020.

POSITION VACANCY JUSTIFICATIONS

CAM-PLEX – Administrative Assistant II

CAM-PLEX – Event Custodian

Library Board – Library Page

HAND WARRANTS

Circuit Court of Campbell County	\$55.00
	AMOUNT
Campbell County Sheriff Civil Account	50.00
State of Wyoming – Department of Revenue & Taxation	102.87
Campbell County Clerk Tax Account	309,026.71
Campbell County Parks & Recreation Activity Fund	31.00
Campbell County Treasurer – FLX/HSA	43,563.59
Campco Federal Credit Union	276.01
Circuit Court of Campbell County	799.83
Great West Trust Company	36,541.66
Wyoming Child Support	1,688.38

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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
May 18, 2020
Gillette, WY

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, May 18, 2020 at 1:30 PM.

Present, in Chambers, were DG Reardon, Rusty Bell, Bob Maul, Colleen Faber, Del Shelstad, Commissioners; Susan F. Saunders, County Clerk; Jay Lundell, Airport Director; Jeff Esposito, Cam-Plex Director; Liz Edwards, Fair Coordinator; Kevin Geis, Road and Bridge Director; Bob Tranas, Children's Developmental Services Director; Michelle Pierce, Extension Office Community Development Educator; Rick Mansur, Parks and Recreation Director; Quade Schmelzle, Weed and Pest Director; Jane Glaser, Public Health Director and Ivy McGowan-Castleberry, Public Information Coordinator. Present via teleconference, were Brandy Elder, HR Director; Robert Henning, Museum Director; Kevin King, Public Works Director; Clark Melinkovich, Staff Engineer; Tony Knievel, Chief Surveyor; Terri Lesley, Library Director and Jeff Bender, Fire Chief. Jenny Staeben, Deputy County Attorney and Carol Seeger, Commissioners Administrative Director, were absent from the meeting.

Quade Schmelzle provided an update on the grasshopper and mosquito programs and his summer help.

Brandy Elder provided an update on health benefits and the Health Benefit Roadshow schedule.

Discussion was held with Clark Melinkovich on the HR/Risk Management suite remodel. It was the consensus of the Board for Public Works to complete this project during this fiscal year.

Tony Knievel provided an update on the imaging project. It was the consensus of the Board not to proceed with the expanded imaging project.

The Directors provided updates and information on the program of work from their respective offices.

Discussion was held on the skatepark being closed due to the obscene graffiti.

A workshop was held on a request to use the County's property, known as the old Westwood property, as a commercial farmland garden.

There being no further action to come before the Board, the meeting was adjourned at 3:30 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

DG Reardon, Chairman
Board of County Commissioners

Office of County Commissioners
May 19, 2020
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, May 19, 2020. Chairman Reardon called the meeting to order at 9:00 AM. Commissioner Shelstad led in prayer and Chairman Reardon led the Pledge of Allegiance.

Present were DG Reardon, Rusty Bell, Bob Maul, Del Shelstad, Collen Faber, Commissioners; Susan Saunders, County Clerk; Jenny Staeben, Deputy County Attorney and Ivy McGowan-Castleberry, Public Information Coordinator. Carol Seeger, Commissioners Administrative Director, was absent from the meeting.

The following consent agenda was presented:

MINUTES:

Board of Commissioners Special Meeting, May 1, 2020
Board of Commissioners Directors Workshop, May 4, 2020
Board of Commissioners Regular Meeting, May 5, 2020

MONTHLY REPORTS:

Clerk of District Court – April 2020
County Clerk – April 2020
Sheriff's Office – April 2020
Sheriff's Office, Detention Center – April 2020
Treasurer's Office – April 2020

PAYROLL PAYMENTS:

May 2, 2020

EMERGENCY SICK LEAVE BANK REQUEST:

Transfer 2.05 hours from ESLB to Employee #615283

LINE ITEM TRANSFERS:

Airport - Transfer \$600 from 751.6091 Public Rel & Prom to 751.6102 Assoc, Comm, Dues & Fees; transfer \$1,500 from 751.6118 Satellite TV/Music to 751.6145 Consulting-General; transfer \$23.00 from 751.6517.1 Tuition and Fees to 751.6517.2 Staff Development; transfer \$800 from 751.6767 General Eq to 751.6517.3 Conference/Seminar/Wkshp; transfer \$270 from 751.6131 Medicals to 751.6517.3 Conference/Seminar/Wkshp; transfer \$470 from 751.6756 Painting Supplies to 751.6517.3 Conference/Seminar/Wkshp; transfer \$1,000 from 751.6675 Motor Oil to 751.6673 Gasoline; transfer \$1,000 from 751.6676 Hydraulic Fluid to 751.6772 ILS Maintenance; transfer \$1,000 from 751.6677 Grease to 751.6772 ILS Maintenance; transfer \$500 from 751.6752 Tires and Chains to 751.6772 ILS Maintenance; transfer \$500 from 751.6752 Gen Vehicle Mnt. to 751.6772 ILS Maintenance; transfer \$500 from 751.6777.4 Shop Maintenance to 751.6777.1 Terminal Maintenance; transfer \$500 from 751.6777.6 GA Bldg. Mnt. to 751.6777.1 Terminal Maintenance; transfer \$318 from 751.6719 Property Taxes to 751.6748 Other Op Supplies; transfer \$1,000 from 751.6323 Water Sewer Eng. to 751.6789 Fuel Farm Maintenance; transfer \$405.79 from 751.6282 Airplane/Train/Bus to 751.6789 Fuel Farm Maintenance

Parks & Recreation - Transfer \$611 from 7702.6517.2 Staff Development to 7704.6517.2 Staff Development; transfer \$2,500 from 7704.6687 Landscape Supplies to 7704.6774 Irrigation Maintenance

Public Works - Transfer \$5,262 from 020.7085 District Support Grants to 020.7085.15 Rustic Hills I&S District

MALT BEVERAGE PERMITS

Carol Bohl, Gillette Stock Car Racing Association, for races at Thunder Speedway in the spectator area on May 23, 2020; May 30, 2020; June 6, 2020; June 13, 2020; June 20, 2020; June 27, 2020; July 4, 2020; July 11, 2020; July 18, 2020; July 25, 2020; August 1, 2020; August 8, 2020.

POSITION VACANCY JUSTIFICATIONS

Library Board – Youth Services Specialist

Public Health – Public Health Nurse

SICK LEAVE TRANSFERS

Transfer 40 hours from Employee #102349 to Employee #615283

Transfer 40 hours from Employee #101901 to Employee #615283

STATE ELECTRICAL CONTRACTOR'S LICENSE RENEWAL

Curtis Wendling – Master Electrician

HAND WARRANTS

CCCBT	\$212,581.28
CCEHBTA – Health	780,633.82
CCEHBTA – Dental	43,105.10
Delta Dental Plan of Wyoming	2,134.90
Campbell County Clerk Tax Account	20,800.74
Campbell County Treasurer – FLX/HSA	2,437.49
Campco Federal Credit Union	950.00
Great West Trust Company	4,525.00
Jeffrey M. Mooney	587.50
Wyoming Retirement System	2,161.86
Campbell County Clerk Tax Account	310,124.26
Campbell County Parks & Recreation Activity Fund	31.00
Campbell County Treasurer – FLX/HSA	44,801.42
Campco Federal Credit Union	276.01
Great West Trust Company	36,751.66
Wyoming Child Support	1,688.38

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

Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Several people provided public comment with regards to the funding of Gillette Reproductive Health.

Commissioner Bell moved to appoint Elizabeth Edwards to the Employee Recognition Committee to serve an unexpired three-year term ending June 30, 2021. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Bell thanked the people that helped clean up the graffiti at the skatepark.

Commissioner Bell moved to approve the CARES Act Airport Grant Agreement between the Federal Aviation Administration and the Northeast Wyoming Regional Airport to help offset a decline of revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency, Grant Number 3-56-0012-046-2020, in amount not to exceed \$1,111,653, as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve the Re-activation of Classification and Change of Allocation request for the Airport Operations Supervisor Position, Band 61 Range 27, Total Points 618, Grade 111, as presented and recommended by the Personnel Committee. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried

Commissioner Shelstad moved to award the Airport Terminal Building Reroof Project to Lowe Roofing of Wyoming, in the amount not to exceed \$685,700 and authorize the execution of all documents to complete the project, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve the Certification of Extraordinary Costs Incurred in the Collection of Ad Valorem Tax for legal fees incurred to defend actions in bankruptcy from October 21, 2019 to April 29, 2020 in the amount of \$63,138.51 to be deducted and credited to the treasury of Campbell County prior to distribution of any tax collected, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the consulting agreement between Porter, Muirhead, Cornia & Howard (PMCH) and Campbell County to extend the term through November 30, 2020, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Discussion was held with Juli Price Carroll from Gillette Reproductive Health on the mission of Gillette Reproductive Health.

Commissioner Bell moved to approve the submission of the Community Services Block Grant (CSBG) FY2021 Grantee Application for Funds, as presented and recommended by the CARE Board. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

The Public Hearing scheduled for 10:15 AM was heard at 11:00 AM. The purpose of the hearing was for budget transfers for Fiscal Year 19-20.

Commissioner Bell moved to approve the budget amendments to General County and Weed and Pest as presented:

General County:

Increase General County Expense Community Juvenile Service 20601.7539

Miscellaneous by \$71,686

Increase General County Expense Care Board Special Account 40213.6531 General Supplies by \$2,654

Increase General County Expense Adult Drug Court 40210.7539 Miscellaneous by \$352,905

Increase General County Expense Public Health 506.7488.3 Community Prevention by \$96,503

Increase General County Cash Carryover 1.5999 by -\$523,748

Increase General County Expense Sheriff 24/7 056.6131.02 Testing Supplies by \$28,000

Increase General County Revenue Sheriff 24/7 1.4570.1 Auto & Trucks by -\$28,000

Increase Sheriff Fleet Expense 026.7192 by \$40,000

Increase Sheriff Fleet Cash Carryover 026.5999 by -\$40,000

Weed & Pest:

Increase Weed & Pest Expense Grasshopper 761.6359.3 by \$910,000

Increase Weed & Pest Revenue-Grasshopper (Landowners) 760.4852.3 by -\$910,000

Increase Weed & Pest Expense Other Contractual Services Other Expense 761.6359.4 by \$100,000

Increase Weed & Pest Revenue BLM 760.4501.1 by -\$100,000

Increase Weed & Pest Expense Grasshopper Expense 761.6359. by \$250,000

Increase Weed & Pest Revenue (Emergency Reserves) 760.4852.3 by -\$250,000

Increase Weed & Pest Expense Grasshopper Expense 761.6359. by \$140,000

Increase Weed & Pest Revenue (County) 760.4852.3 by -\$140,000

Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Brian Quinn, Ken Schiebel and Joan Evans with PFM Asset Management LLC, gave a telephonic presentation on investments and investment programs.

Commissioners Faber and Bell left the meeting at 12:00 PM.

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 12:30 PM. The next regular meeting of the Commissioners will be held Tuesday, June 2, 2020, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Susan Saunders, County Clerk
Board of County Commissioners

DG Reardon, 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

May 16, 2020

_____, _____
_____, _____

We do hereby approve the County Payroll as presented this 2ND day of June, 2020

Member

Member

Member

Member

Chairman

5-5-2020
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4100

NAME: CLASSY CUSTOMZ AUTO ACCESSORIES

NOTICE ISSUED FOR:

NOVC#

OTHER: OUT OF BUSINESS

PARTIAL

REBATE

CANCELLATION

YEAR 2016

TAX NOTICE NO. 13058

DISTRICT NO. 150

ASSESSED VALUATION: 2,375

AMOUNT:\$ 160.44

 **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

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

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 _____

COUNTY CLERK

PETITION FOR REBATE/CANCELLATION OF TAXES

5-5-2020
date processed

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4101

NAME: CLASSY CUSTOMZ AUTO ACCESSORIES

NOTICE ISSUED FOR:

NOVC#

OTHER: OUT OF BUSINESS

PARTIAL
 REBATE
 CANCELLATION

YEAR 2017

TAX NOTICE NO. 12973

DISTRICT NO. 150

ASSESSED VALUATION: 2,375

AMOUNT:\$ 160.24

 COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS _____ DAY OF _____, 20 _____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 _____

COUNTY CLERK

5-5-2020
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4102

NAME: CLASSY CUSTOMZ AUTO ACCESSORIES

NOTICE ISSUED FOR:

NOVC#

OTHER: OUT OF BUSINESS

PARTIAL
 REBATE
 CANCELLATION

YEAR 2018

TAX NOTICE NO. 12846

DISTRICT NO. 150

ASSESSED VALUATION: 2,375

AMOUNT:\$ 160.58

 **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

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

BOARD OF COUNTY COMMISSIONERS

FILED _____, **20** _____

_____ **COUNTY CLERK**

5-5-2020
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4103

NAME: CLASSY CUSTOMZ AUTO ACCESSORIES

NOTICE ISSUED FOR:

NOVC#

OTHER: OUT OF BUSINESS

 PARTIAL

 REBATE

 X **CANCELLATION**

YEAR 2019

TAX NOTICE NO. 12829

DISTRICT NO. 150

ASSESSED VALUATION: 2,375

AMOUNT:\$ 161.30

Troy S. Clement **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

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

BOARD OF COUNTY COMMISSIONERS

FILED _____, **20** _____

_____ **COUNTY CLERK**

5-5-2020
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4104

NAME: ASHLEE AVILA

NOTICE ISSUED FOR:

NOVC#

OTHER: NOT IN BUSINESS

PARTIAL
 REBATE
 CANCELLATION

YEAR 2019

TAX NOTICE NO. 158

DISTRICT NO. 100

ASSESSED VALUATION: 238

AMOUNT:\$ 14.26

 **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

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

BOARD OF COUNTY COMMISSIONERS

FILED _____, **20** _____

COUNTY CLERK

5-5-20
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4105

NAME: BAKER BRENNAN

NOTICE ISSUED FOR:

NOVC#

OTHER: MOBILE HOME BURNED

PARTIAL
 REBATE
 CANCELLATION

YEAR 2019

TAX NOTICE NO. 202

DISTRICT NO. 100

ASSESSED VALUATION: 333

AMOUNT:\$ 19.96

 **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

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

BOARD OF COUNTY COMMISSIONERS

FILED _____, **20** _____

_____ **COUNTY CLERK**

5-5-2020
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4106

NAME: AUTODIESEL CORRAL WY LLC

NOTICE ISSUED FOR:

NOVC#

OTHER: NOT IN BUSINESS

PARTIAL
 REBATE
 CANCELLATION

YEAR 2017

TAX NOTICE NO. 11203

DISTRICT NO. 150

ASSESSED VALUATION: _____ 86

AMOUNT:\$ _____ 5.80

 COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS _____ DAY OF _____, 20 _____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 _____

COUNTY CLERK



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

TO: Board of Commissioners
FROM: Extension Office
DATE: 05/19/2020
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
101.54	105.6281	Automobile	105.7488	Program Support
63.50	105.6283	Meals and Lodging	105.7488	Program Support
388.80	105.6517.5	Meals and Lodging	105.7488	Program Support
271.92	102.6281	Automobile	102.7342	Program Support
557.54	102.6283	Meals and Lodging	102.7342	Program Support
149.57	103.6281	Automobile	103.7343	Program Support
170.23	103.6283	Meals and Lodging	103.7343	Program Support
170.00	103.6517.4	Travel & Transportation	103.7343	Program Support
171.51	103.6517.5	Meals and Lodging	103.7343	Program Support
195.00	106.6517.4	Travel & Transportation	106.6517.3	Conference, Seminar
302.50	106.6517.4	Travel & Transportation	106.7488	Program Support

Explanation: Transfer travel funds to Program Support. ~ Elizabeth Chapell
 Transfer travel funds to Program Support. ~ Kimberly Fry
 Transfer travel funds to Program Support. ~ Celeste Robinson
 Transfer travel funds to Conference, Seminar and to Program Support. ~ Michelle Pierce



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

TO: Board of Commissioners
FROM: Campbell County Rockpile Museum Board of Directors
DATE: 5/26/2020
SUBJECT: Line Item Transfer Request

*Q.A.H.
 Mus. Dir
 5/26/2020*

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$168.40	721.6112	Electricity	721.6762	Off. Furn. & Equipment
\$1132.20	721.6517.4	Travel & Transp.	721.6092	Advertising
\$500.00	721.6301	Automobile	721.6666	Janitorial Supplies

Explanation:

We are requesting three line item transfers. First, transferring funds to Office Furniture & Equipment to cover an overage needed for crowd control stanchions to help traffic flow due to COVID-19. Second, all professional development travel was cancelled due to the virus and therefore we are requesting that those funds be moved to Advertising for use in two print ads and the acquisition of the museum's rack cards. Third, all guest travel was cancelled, so we are requesting that \$500 be moved to Janitorial Supplies for the acquisition of sanitization and cleaning supplies.



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

TO: Board of Commissioners
FROM: C.C. Parks & Recreation
DATE: May 26, 2020
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$815	7710.6112	Electricity	7710.6677	Grease
\$680	7710.6703	Seed and Sod	7710.6700	Golf course accessories
\$1365	7710.6963	Equipment Rental	7710.6970	Port-O-Johns
\$150	7710.6517.5	Meals and Lodging	7710.6517.2	Staff Development
\$6500	7701.6114	Propane/ Natural Gas	7710.6102	Association Dues and fees



OFFICE

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

TO: Board of Commissioners
FROM: Parks and Recreation
DATE: 6-2-2020
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From: P & R Parks			Transfer To: P & R Parks	
Amount	Account #	Account Name	Account #	Account Name
\$1000.00	7704.6687	Landscaping Supply	7704.6752	Tires & Chains
\$1300.00	7704.6687	Landscaping Supply	7704.6754	Lubricants

Explanation: Transfer needed to cover mandatory training to maintain certificates for Parks Staff, because of travel ban, Ice Arena Staff will not be attending trainings.



OFFICE

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

TO: Board of Commissioners
FROM: Kevin Geis Road & Bridge
DATE: 05/26/2020
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Date of Entry	Transfer From:			Transfer To:	
	Amount	Account #	Account Name	Account #	Account Name
05/26/2020	\$30,000.00	141.6752	Tires and Chains	141.6751	Vehicle Parts (not Capital)
05/26/2020	\$11,000.00	141.6891	Road Materials	141.6111	Electricity, Water & Sewer
05/26/2020	\$1,000.00	141.6517.1	Tuition & Fees	141.6052	Postage, Freight

Explanation:

Director Approval: Kevin Geis

MALT BEVERAGE PERMIT APPLICATION

Applicant Contact Person: Shaunda Boh1

Mailing Address: 3322 Georgia Cr, Gullette WY 82718

Telephone Number: 307-689-3805

Event: Car Racing / Monster Truck Show
Date: Friday, June 12, 2020
Time: 12p-12a
Place: Thunder Speedways
Number of People Expected to Attend: 300

Please briefly describe premises to which alcoholic beverages will be consumed: Spectator area

Security Provision (Check Applicable Box)

- Private Security Firm
Self Provided

Please Describe: ID required at purchase

Will persons under the age of 21 be admitted? Yes No

Age group expected: 0-100

If yes, what steps will be taken to insure they are not served alcoholic beverages?

ID required at purchase

Applicants that are receiving anything of value (i.e. money, goods and/or services) from any industry representative must answer the following: (per W.S. 12-5-402)
As an applicant for a 24 hour malt beverage, are you :
A non-profit corporation organized under the laws of this state: YES NO
Qualified as a tax exempt organization under the Internal Revenue Code; YES NO
And have been in continuous operation for not less than two (2) years. YES NO

I hereby certify that I have read and am familiar with Wyoming Statute 12-4-502 and Wyoming Statute 12-6-101 (1988 as amended) and further certify that no one under the age of 21 years shall serve or be served malt beverages pursuant to this permit.

Applicant Signature: [Handwritten Signature]

(Capacity or Position if necessary)

W.S. 12-4-502. Twenty-four hour malt beverage permit and catering permit; restrictions; application procedure; fees.
(a) A malt beverage permit authorizing the sale of malt beverages only may be issued by the appropriate licensing authority to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverage on the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit. W.S. 12-5-201 does not apply to this subsection.
(c) The permits authorized by this section shall be issued for one (1) twenty-four (24) hour period, subject to the schedule of operating hours provided by W.S. 12-5-101. No person or organization shall receive more than a total of twelve (12) malt beverage permits for sale at the same premises in any one (1) year.
W.S. 12-6-101. Sale, etc., prohibited; when possession unlawful; public drunkenness; falsification of identification; penalty; prima facie identification as defense.
(a) Any person who sells/furnishes, gives or causes to be sold, furnished or given away any alcoholic liquor or malt beverage to any person under the age of twenty-one (21), who is not his legal ward, medical patient or member of his own immediate family, is guilty of a misdemeanor. This subsection does not apply to sales by the commission or a wholesaler to a licensee under this title.

FOR OFFICE USE ONLY

Amount of Fee: \$10.00 Date Paid: May 22, 2020 Date Authorized:

Paid By: Shaunda Boh1

Permit Authorized By: Board of Campbell County Commissioners

MALT BEVERAGE PERMIT APPLICATION

Applicant Contact Person: Shaunda Bohl

Mailing Address: 3322 Georgia Cr, Gillette WY 82718

Telephone Number: 307-689-3805

Event: Car Racing / Monster Truck Show

Date: Sunday, June 14, 2020

Time: 12p - 12a

Place: Thunder Speedway

Number of People Expected to Attend? 300

Please briefly describe premises to which alcoholic beverages will be consumed. Spectator Area

Security Provision (Check Applicable Box)

- Private Security Firm
Self Provided

Please Describe: ID required at purchase

Will persons under the age of 21 be admitted? Yes No

Age group expected: 0-100

If yes, what steps will be taken to insure they are not served alcoholic beverages?

ID required at purchase

Applicants that are receiving anything of value... As an applicant for a 24 hour malt beverage, are you: A non-profit corporation... Qualified as a tax exempt organization... And have been in continuous operation...

I hereby certify that I have read and am familiar with Wyoming Statute 12-4-502 and Wyoming Statute 12-6-101 (1988 as amended) and further certify that no one under the age of 21 years shall serve or be served malt beverages pursuant to this permit.

Applicant Signature

(Capacity or Position if necessary)

W.S. 12-4-502. Twenty-four hour malt beverage permit and catering permit; restrictions; application procedure; fees. (a) A malt beverage permit authorizing the sale of malt beverages only may be issued by the appropriate licensing authority to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverage on the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit. W.S. 12-5-201 does not apply to this subsection. (c) The permits authorized by this section shall be issued for one (1) twenty-four (24) hour period, subject to the schedule of operating hours provided by W.S. 12-5-101. No person or organization shall receive more than a total of twelve (12) malt beverage permits for sale at the same premises in any one (1) year. W.S. 12-6-101. Sale, etc., prohibited; when possession unlawful; public drunkenness; falsification of identification; penalty; prima facie identification as defense. (a) Any person who sells/furnishes, gives or causes to be sold, furnished or given away any alcoholic liquor or malt beverage to any person under the age of twenty-one (21), who is not his legal ward, medical patient or member of his own immediate family, is guilty of a misdemeanor. This subsection does not apply to sales by the commission or a wholesaler to a licensee under this title.

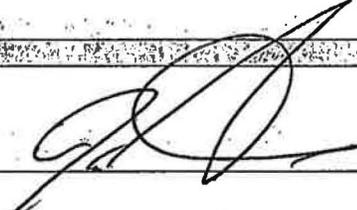
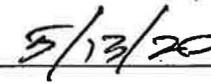
FOR OFFICE USE ONLY

Amount of Fee: \$10.00 Date Paid: May 22, 2020 Date Authorized:

Paid By: Shaunda Bohl

Permit Authorized By: Board of Campbell County Commissioners

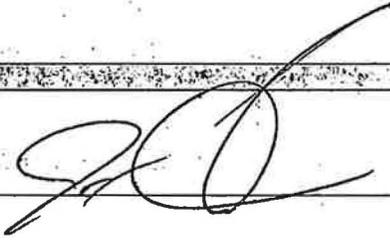
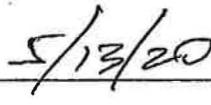
Position Vacancy Justification

Department:	CAM-PLEX			Date:	5/22/2020
Position Title:	Administrative Assistant II				
Classification Band / Range:	46	Current Salary of Incumbent:	\$		
Salary Range:	Min \$16.83	Mid \$20.20	Max \$23.57		
Justification for Hiring Position:	Filling existing budgeted position due to voluntary separation				
Termed Incumbent:	[REDACTED]				
Position Originated:	1985				
Funding Source for Position:	County: Yes	State: No	Federal: No	Other: Yes	Explain Other: City – 20%
Status Code:	Full-Time Yes	Part-Time	Number of Annual Hours:	2080	
Reason for Vacancy:	Replacement due to Termination: X	Replacement due to Retirement:	New Position:		
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date					
Commissioner Approval & Date:					

 5/15/2020

2020-038

Position Vacancy Justification

Department:	CAM-PLEX			Date:	5/6/2020
Position Title:	Event Custodian				
Classification Band / Range:	39	Current Salary of Incumbent:	\$29,473.60		
Salary Range:	Min \$14.17	Mid \$17.00	Max \$19.83		
Justification for Hiring Position:	Filling existing budgeted position due to involuntary separation.				
Promoted Incumbent:	[REDACTED]				
Position Originated:	1985				
Funding Source for Position:	County: Yes	State: No	Federal: No	Other: Yes	Explain Other: City – 20%
Status Code:	Full-Time Yes	Part-Time	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Separation: X		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date					
Commissioner Approval & Date:					

JE 5/15/2020

2020-040

POSITION VACANCY JUSTIFICATION

Department:	Library Board				Date:	5/19/20	
Position Title: Library Page							
Classification Band:	8			Current Salary:	\$12.03		
Salary Range: 28							
Minimum:	\$10.80	Mid-Point:	\$12.96	Maximum:	\$15.12		
Position Justification: Classification organizes and shelve 40,000 items each month.							
Termed incumbent: XXXXXXXXXX							
Position Originated:							
Funding Source for Position:	County	<input checked="" type="checkbox"/>		State	<input type="checkbox"/>		
	Federal	<input type="checkbox"/>		Other	<input type="checkbox"/>	(Please explain)	
Classification:	Full Time	<input type="checkbox"/>	Part Time	<input checked="" type="checkbox"/>	Number of Hours	24	
	Exempt	<input type="checkbox"/>	Non-Exempt	<input checked="" type="checkbox"/>			
Reason for Vacancy:	Resigned	<input checked="" type="checkbox"/>	Terminated	<input type="checkbox"/>	New Hire	<input type="checkbox"/>	
	Exempt	<input type="checkbox"/>	Non-Exempt	<input type="checkbox"/>			
Existing Budgeted Position:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	If No, Please Explain:		
Benefit Eligible:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Please explain:		
Department Head Signature:	<i>David L. Pease</i> 5/20/20						
Commissioner Approval:							

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

RL 5/22/2020

The following page(s) contain the backup material for Agenda Item: [9:20 Resolution for Amendment, CAM-
PLEX Special Events Account](#)

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

RESOLUTION FOR AMENDMENT OF THE CAM-PLEX SPECIAL EVENTS ACCOUNT

WHEREAS, the Campbell County Public Land Board adopted a revised the Cam-Plex Special Events Account policy on November 9, 2017, as approved by the Campbell County Commissioners and the City of Gillette; and,

WHEREAS, the Campbell County Public Land Board has entered a loan agreement with the Wyoming Business Council to obtain funds in the amount of Two Million Dollars (\$2,000,000) for the renovation and remodel of the Cam-Plex Energy Hall and the Heritage Center, herein the "WBC loan"; and,

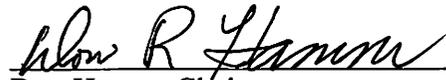
WHEREAS, it is anticipated that a portion of the funds for repayment of the WBC loan will be made from the Cam-Plex Special Events Account; and,

WHEREAS, the City of Gillette and Campbell County are in agreement that the Cam-Plex Special Events Account policy shall be amended to provide for said payments and do hereby consent to the use of funds from the Cam-Plex Special Events Account for the payment of the Wyoming Business Council Loan as provided herein;

NOW, It Is Hereby Resolved, that the Cam-Plex Special Events Account policy shall be amended as follows:

The Campbell County Public Land Board is authorized to expend or withdrawal of funds from the Cam-Plex Special Events Account, without prior written approval of the City of Gillette and the Campbell County Commissioners, for loan repayment of the WBC loan dated May 17, 2019, or other expenses related to renovation and remodel of the Cam-Plex Energy Hall and Heritage Center. The funds expended shall not be subject to the matching requirement to the Operations Reserve Fund for expenditures in excess of \$35,000.00.

This resolution was adopted by the Campbell County Land Board this 14th day of May, 2020.


Don Hamm, Chairman

Attest:


Charlene Camblin, Secretary

APPROVED

This Resolution For Amendment of the Cam-Plex Special Events Accounts is approved
this _____ day of _____, 2020, by the City of Gillette.

Louise Carter-King, Mayor

This Resolution For Amendment of the Cam-Plex Special Events Accounts is approved
this _____ day of _____, 2020, by the Campbell County Commissioners.

DG Reardon, Chairman

The following page(s) contain the backup material for Agenda Item: [9:25 Airport Aviation Encouragement Grant Application](#)

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

CAMPBELL COUNTY BOARD OF COMMISSIONERS GRANT APPLICATION APPROVAL CHECKLIST

GRANT NAME: Aviation Encouragement

PARTIES: Wyoming Department of Aeronautics and Northeast Wyoming Regional Airport

**DOLLAR AMOUNT/
MATCH REQUIREMENT:** Total Grant \$ 2,500.00

EFFECTIVE DATES: July 1, 2020

To assist in costs associated with the Commemorative Air Force, Legends of Victory Tour scheduled in August of 2020.

PURPOSE:

Grants Review:

[Handwritten Signature]
(Signature)

[Handwritten Date]
(Date)

Board Approval Scheduled:

(Meeting Date)

Board Approved:

(Date)

Application is completely online. Memo included to show info & amounts.

NOTES, CHANGES NEEDED, ETC.:

NORTHEAST WYOMING REGIONAL AIRPORT

2000 Airport Road, Suite 108
Gillette, WY 82716

www.iflygillette.com

Office (307) 686-1042
Fax (307) 686-1471

MEMO

To: Campbell County Board of Commissioner's

From: Shelly Besel, Marketing Coordinator, North East Wyoming Regional Airport 

Subject: Airport Aviation Encouragement Grant Application Request

Date: May 21, 2020

Please let this memo serve as a request to apply for a \$2,500.00 Aviation Encouragement grant. This grant is funded at 100% by the State of Wyoming, Aeronautics Commission and requires no match. The funds will be utilized to assist in the cost associated with the Commemorative Air Force, Legends of Victory Tour scheduled at the North East Wyoming Regional Airport August 10, 2020-August 17, 2020. This grant will commence July 1, 2020 and been included in our budget.

Thank you!

cc: Jay Lundell

Beth Raab

The following page(s) contain the backup material for Agenda Item: [9:30 Airport Marketing Grant Application](#)

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

CAMPBELL COUNTY BOARD OF COMMISSIONERS GRANT APPLICATION APPROVAL CHECKLIST

GRANT NAME: Airport Marketing Grant

PARTIES: Wyoming Department of Aeronautics and Northeast Wyoming Regional Airport

DOLLAR AMOUNT/MATCH REQUIREMENT: Total Grant \$ 66,400.00 (50/50 Match)
\$33,200.00 from Aeronautics Division
\$33,200.00 from Airport Operational Budget

EFFECTIVE DATES: July 1, 2020

Marketing at airport.

PURPOSE:

Grants Review: Paul Raab (Signature) 5/22/2020 (Date)

Board Approval Scheduled: _____ **Board Approved:** _____
(Meeting Date) (Date)

Application is completely online so memo is included to show amounts & info.

NOTES, CHANGES NEEDED, ETC.:

NORTHEAST WYOMING REGIONAL AIRPORT

2000 Airport Road, Suite 108
Gillette, WY 82716

www.iflygillette.com

Office (307) 686-1042
Fax (307) 686-1471

MEMO

To: Campbell County Board of Commissioner's

From: Shelly Besel, Marketing Coordinator, North East Wyoming Regional Airport



Subject: Airport Marketing Grant Application Request

Date: May 21, 2020

Please let this memo serve as a request to apply for a \$66,400.00 Marketing and Promotions grant. This grant is funded at a 50% rate by the State of Wyoming, Aeronautics Commission and requires a 50% local match, requiring \$33,200.00 to be utilized from the Airport's Operational Budget. This grant will commence July 1, 2020 and has been included in our budget.

Thank you!

cc: Jay Lundell

Beth Raab

The following page(s) contain the backup material for Agenda Item: [9:35 Bulletproof Vest Partnership 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.

CAMPBELL COUNTY BOARD OF COMMISSIONERS GRANT APPLICATION APPROVAL CHECKLIST

GRANT NAME: Bulletproof Vest Partnership (BVP)

PARTIES: Bureau of Justice Assistance and Campbell County Sheriff's Department

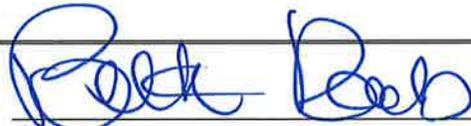
DOLLAR AMOUNT/MATCH REQUIREMENT: Total Grant \$ 6,000 (50/50 Match)
\$3,000.00 from Sheriff
\$3,000.00 request from BJA

EFFECTIVE DATES:

To purchase 7 bulletproof vests for Sheriff's Deputies.

PURPOSE:

Grants Review:


(Signature)

5/22/20
(Date)

Board Approval Scheduled:

(Meeting Date)

Board Approved:

(Date)

NOTES, CHANGES NEEDED, ETC.:

Online application. Supporting documents attached.

pg 2 of ap - confirmed they saw the funding limitations language.

Sandra D. Beeman

From: Jill M. Baier
Sent: Thursday, May 21, 2020 1:22 PM
To: Sandra D. Beeman
Cc: Scott D. Matheny; Eric M. Seeman
Subject: Agenda Item for 6/2/20 Commission Meeting
Attachments: BVP Application for 2020.pdf

Good Afternoon Sandra:

In the past, we have been required to request permission from the Commissioners before applying for grant funds. The Bulletproof Vest Partnership isn't a traditional grant, but in the past, we have requested permission to apply for funds from BVP as well. The application period ends on June 8th. Attached is the application up to the point where it would be submitted. The Bulletproof Vest Partnership is a reimbursement program where they will reimburse up to 50% of the cost for eligible body armor after we purchase and receive the vests. Please place this on the June 2nd Agenda for us and let me know if you need anything further. Thanks,

Jill Baier
Sr. Financial Specialist
Campbell County Sheriff's Office
600 West Boxelder Road
Gillette, WY 82718-5219
307.687.6105 phone
307.687.6198 fax
Jmb05@ccgov.net or jbaier@ccgov.net

SUBMIT APPLICATION



Application Profile



Application



NIJ Approved Vests



Submit Application

PLEASE NOTE: Applications for funding may be submitted for the purchase of any armor that meets the established NIJ ballistic or stab standards ordered on or after April 1, 2020. Once the open application period closes, funding levels will be established and all applicants will be notified.

APPLICATION PROFILE

Participant	CAMPBELL COUNTY
Fiscal Year	2020
Number of Agencies Applied	1
Total Number of Officers for Application	115
Number of Officers on Approved Applications	115

APPLICATION PROFILE

Fiscal Year	2020
--------------------	------

Vest Replacement Cycle	5
Number of Officers	115
Number of Stolen or Damaged Emergency Replacement Needs	0
Number of Officer Turnover	6

SUBMIT APPLICATION FOR FUNDING FOR BVP APPROVAL

Application for Funding

Name	Quantity	Extended Cost	Tax, S&H*	Total Cost
CAMPBELL COUNTY	7	\$6,000.00	\$0.00	\$6,000.00
Grand Totals	7	\$6,000.00	\$0.00	\$6,000.00
Requested BVP Portion of Total Cost, up to:				\$3,000.00

* Total Taxes, Shipping and Handling Cost for each Application

Warning: Funding Limitations - Applications are subject to certain funding limitations, to help account for increasing demands and unexpended funds from prior BVP applications (if applicable). Your FY 2020 Regular Fund application average unit price is **\$857.14. Accordingly, your application has now exceeded the estimate average unit price of **\$800**. This may affect your future application's award funding.**

SUBMIT APPLICATION FOR BVP APPROVAL

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time for all components of a jurisdiction to complete and file this Application for Funding form is two hours. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you may use the Suggestions e-mail option on this BVP web site, or you may write to the BVP, c/o Bureau of Justice Assistance, 810 Seventh Street NW, Washington, DC, 20531.

The following page(s) contain the backup material for Agenda Item: [9:40 Children's Developmental Services Special Education Contract](#)

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

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
CAMPBELL COUNTY CHILDREN'S DEVELOPMENTAL SERVICES**

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Campbell County Children's Developmental Services (Subrecipient), whose address is: 1801 South 4-J Road, Gillette, Wyoming 82718. This Contract pertains to the Operations Administration section of the Agency.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide preschool, special education, and related services to children ages three (3) through five (5) years with disabilities in accordance with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C § 1400, *et seq.*, and regulations 34 C.F.R. Part 300, to include Subpart G Authorization, Allotment, Use of Funds, and Authorization of Appropriations (section 611 of Part B of IDEA), Subpart H Preschool Grants for Children with Disabilities (Section 619 of Part B of IDEA) and subsequent revisions, and Wyo. Stat. § 21-2-706. The funding for this Contract comes from the Preschool IDEA Part B/619 and Part B/611 budget funded by an inter-agency grant from the Wyoming Department of Education and state general funds.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2020 or Effective Date, whichever is later, through June 30, 2021. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Subrecipient for the services described in Section 5 below and in Attachment A, Statement of Work which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed two million, eleven thousand, four hundred seventy-eight dollars and forty cents (\$2,011,478.40). This amount includes all federal and state funding. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.

- C. Pursuant to Wyo. Stat. § 21-2-706, state funding is based upon the state December 1, 2019 child count. The state per-child rate for Fiscal Year 2021 is eight thousand, three hundred eleven dollars and forty cents (\$8,311.40) plus three hundred sixty-three dollars (\$363.00) per child to provide social-emotional development services for a total per child amount of eight thousand, six hundred seventy-four dollars and forty cents (\$8,674.40).
 - (i) Total state funding for eligible children ages three (3) through five (5) years, including social-emotional development services, is one million, eight hundred seventy-three thousand, six hundred seventy dollars and forty cents (\$1,873,670.40).
- D. Pursuant to the Catalog of Federal Domestic Assistance (CFDA) No. 84.027A, the source of federal funds for Part B/611 is based upon the federal December 1, 2019 child count. The total amount for eligible children ages three (3) through five (5) is eighty-one thousand, six hundred forty-eight dollars (\$81,648.00).
- E. Pursuant to CFDA No. 84.173A, the source of Federal funds for Part B/619 is based upon the federal December 1, 2019 child count. The total amount for eligible children ages three (3) through five (5) is fifty-six thousand, one hundred sixty dollars (\$56,160.00).
- F. Except as otherwise provided in this Contract, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Contract.

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

- A. Abide by the IDEA 20 U.S.C § 1400, *et seq.* and regulations 34 C.F.R. Part 300, to include Subpart H Preschool Grants for Children with Disabilities (Part B/619), Wyoming Department of Education Chapter 7 Rules Governing Services for Children with Disabilities, and Wyo. Stat. §§ 21-2-701 to 706 and any subsequent revisions to these federal and state rules and regulations, which are incorporated into this Contract by this reference.
- B. Provide the services described in Attachment A.
- C. Be accessible to eligible children ages three (3) through five (5) with disabilities throughout the entire Contract term.
- D. Utilize Agency approved evaluation instruments for evaluating children ages three (3) through five (5) to determine the need for special education and related services.
- E. Complete timely submission of hearing and vision results submitted to the Wyoming Early Hearing Detection and Intervention tracking system.

- F. Ensure all services are provided by highly qualified professionals in accordance with the Every Student Succeeds Act, Professional Teacher Standards Board standards, Wyoming licensure requirements for related service providers, and the Wyoming Department of Family Services Child Care Licensing rules, which are incorporated into this Contract by this reference.
- G. Ensure grievance procedures are followed in accordance with the Wyoming Department of Education's Dispute Resolution procedures, which are incorporated into this Contract by this reference.
- H. Ensure use of evidence-based practices and an evidence-based curriculum.
- I. Submit a statement regarding personnel vacancies as requested by the Agency for calculation of Maintenance of Effort, as defined in Attachment A.
- J. Implement an Individual Service Plan for all students in a private school setting, including a home-school setting, as defined in Attachment A.
- K. Keep all computer software and applications up-to-date.
- L. Not create, receive, maintain, or transmit individually identifiable education records in a manner that would violate any provision of the Family Educational Rights and Privacy Act (FERPA), IDEA, or other applicable federal, state, or local law.
- M. Establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all individually identifiable education records that the Subrecipient creates, receives, maintains, or transmits and to prevent any use or disclosure of individually identifiable education records as provided by this Contract.
- N. Secure all personally identifiable information in its possession in accordance with the most current standards established by the National Institute of Standards and Technology, which are incorporated into the Contract by this reference.

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

- A. Pay Subrecipient in accordance with Section 4 above.
- B. Consult with and advise the Subrecipient, as necessary, about the requirements of this Contract.
- C. Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.

- D.** Ensure all computer and software applications are up to date.
- E.** Not create, receive, maintain, or transmit individually identifiable education records in a manner that would violate any provision of FERPA, IDEA, or other applicable federal, state, or local law.
- F.** Establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all individually identifiable education records that the Subrecipient creates, receives, maintains, or transmits and to prevent any use or disclosure of individually identifiable education records as provided by this Contract.
- G.** Limit its use, disclosure, or requests for individually identifiable education records to the extent necessary to accomplish the intended purposes of such use, disclosure, or request.
- H.** Secure all personally identifiable information in its possession in accordance with the most current standards established by the National Institute of Standards and Technology.
- I.** Notify the Subrecipient within five (5) business days of any use or disclosure of individually identifiable education records not provided for by this Contract, any security incident, or any breach of unsecured individually identifiable education records of which the Agency becomes aware.
 - (i)** Such notice shall include the identification of each individual whose individually identifiable education record has been, or is reasonably believed to have been subject to such use, disclosure, incident, or breach, a statement indicating whether the individually identifiable education record was secured or unsecured, and a description of any security measures used.
 - (ii)** A disclosure, incident, or breach shall be treated as discovered by the Agency as of the first day on which such breach is known to the Agency, or, by exercising reasonable diligence, would have been known to the Agency. The Agency shall be deemed to have knowledge of a disclosure, incident, or breach if the same is known, or, by exercising reasonable diligence, would have been known to any person (other than the person committing the disclosure, incident, or breach) who is an employee, officer, or other agent of the Agency.
 - (iii)** All reports of breach involving unsecured individually identifiable education records by the Agency shall also include the most current contact information available for each individual whose individually identifiable education record has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by the Subrecipient for the notification of individuals.

- J. Ensure any subrecipient the Agency uses to create, receive, maintain, or transmit individually identifiable education records on its behalf agrees to the same restrictions, conditions, and requirements that apply to the Agency under the terms of this Contract.
- K. Ensure all individually identifiable education records received from the Subrecipient or otherwise created, maintained, or transmitted on behalf of the Subrecipient are made available to the Subrecipient as necessary for the Subrecipient to comply with an individual's request for access to individually identifiable education records, or any other request that may be required by law. If the Agency receives such request for individually identifiable education records directly, it shall notify the Subrecipient within three (3) business days following its receipt of such request. Thereafter, the parties agree to meet to promptly discuss and jointly resolve the request for individually identifiable education records. The parties' failure to reach an agreement regarding any such request prior to the timeframes specified in IDEA, as applicable, shall be cause for the Agency to terminate this Contract and all other contracts between the parties.

7. **Special Provisions.**

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

- D. Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities.** By signing this Contract, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.
- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract. Federal law requires the Subrecipient to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each sub-subrecipient.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Contract, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Contract. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- O. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.

8. **General Provisions.**

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

- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Contract, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Contract.** This Contract, consisting of fifteen (15) pages; and Attachment A, Statement of Work, consisting of four (4) pages; represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee

of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Contract.

- O. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

S. Insurance Requirements.

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

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

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

- (a) \$250,000.00 each person;
- (b) \$500,000.00 each occurrence;

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

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

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

- (a) Bodily Injury by Accident: \$250,000.00 each accident;
- (b) Bodily Injury by Disease: \$250,000.00 each employee; and
- (c) Bodily Injury by Disease: \$500,000.00 policy limit.

- (iii) Unemployment Insurance. The Subrecipient shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Subrecipient shall supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage.
- (iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.
- (v) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Subrecipient's alleged

or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:

- (a) \$250,000.00 each person; and
- (b) \$500,000.00 each occurrence.

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

- U. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

- V. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Subrecipient, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Contract, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

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

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

- Y. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- BB. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- CC. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Subrecipient of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

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

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

**AGENCY:
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION**

Michael A. Ceballos, Director _____ Date

Matthew Petry, MPA, Senior Administrator _____ Date

**SUBRECIPIENT:
Campbell County Children's Developmental Services**

DG Reardon, Chairman of the Board of Commissioners _____ Date

Susan Saunders, County Clerk _____ Date

Wendy Balo, Board Chair _____ Date

Robert Tranas, Executive Director _____ Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for:  5/26/2020
Date
Bobbi K. Owen, Assistant Attorney General

Statement of Work (SOW)

Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Campbell County Children's Developmental Services,
Region 13 (Subrecipient)

For services to be provided from July 1, 2020, or Effective Date, whichever is later, through
June 30, 2021

I. Background/Introduction

This Contract upholds the requirements set forth in Individuals with Disabilities Education Act (IDEA) Part B/619 and Part B/611. The Contract and funds provided are used as compensation for preschool, early childhood special educators, speech-language pathologists, occupational therapists, physical therapists, and preschool services for the provision of IDEA; professional social-emotional services including training and technical assistance to community partners, and training and technical assistance in early childhood social emotional development; implementation of evidence-based best practices, screening and evaluation of children ages three (3) through five (5) years; and other required activities to ensure each child is provided a Free Appropriate Public Education, as guaranteed by the Rehabilitation Act of 1973, and as required in Individuals with Disabilities Education Act (IDEA).

II. Purpose

The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide preschool, special education, and related services to children ages three (3) through five (5) years with disabilities in accordance with IDEA, 20 U.S.C § 1400, et seq. and regulations 34 C.F.R. Part 300, to include Subpart G Authorization, Allotment, Use of Funds, and Authorization of Appropriations (section 611 of Part B of IDEA), Subpart H Preschool Grants for Children with Disabilities (Section 619 of Part B of IDEA) and subsequent revisions, and Wyo. Stat. § 21-2-706. The funding for the Contract comes from the Preschool IDEA Part B/619 and Part B/611 budget funded by an inter-agency grant from the Wyoming Department of Education and state general funds.

III. Definitions

- A. **Timely Data Submission**: As defined by the Agency, a complete electronic submission of any and all documents required under IDEA that demonstrates a child is placed on an Individual Education Program (IEP) to receive services under Part B/619 of IDEA on or before December 1, 2019.
- B. **Designated Data Security Officer**: The person responsible for ensuring privacy and security of protected information.
- C. **Individual Service Plan**: A plan that describes the special education and related services the Subrecipient shall make available to a child in a private school setting including a home-school setting.
- D. **Generally Accepted Accounting Principles (GAAP)**: A framework of accounting standards, rules and procedures defined by the professional accounting industry.

- E. **Maintenance of Effort:** The requirement for the Agency to budget and spend at least the same amount of state funds for the education of children with disabilities from year-to-year.

IV. Deliverables

TOTAL PAYMENT UNDER THE CONTRACT NOT TO EXCEED TWO MILLION, ELEVEN THOUSAND, FOUR HUNDRED SEVENTY-EIGHT DOLLARS AND FORTY CENTS (\$2,011,478.40).

DELIVERABLE	TIMELINE	DOCUMENTATION
A. Preschool, Special Education, and Related Services shall be provided. Subrecipient shall:		
1. Provide services for eligible children ages three (3) through five (5) years in accordance with all applicable federal and state statutes, rules and regulations, and all subsequent revisions	Ongoing throughout Contract term	All IEP documents and data present in Agency prescribed data system
a. Provide Summary reports which shall include social/emotional provider agreements or contracts, and the requirements to provide preschool and special education services to the child through IEP goals	Within ten (10) business days of request from Agency	Summary reports as prescribed by the Agency submitted via email to: wdheiep.contractors-deliverables@wyo.gov
b. Follow requirements of the Child Outcomes Process as prescribed by Agency including the timely submission of outcome data		Child outcomes data shall be submitted as directed by Agency

DELIVERABLE	TIMELINE	DOCUMENTATION
B. Timely Data Submission. Subrecipient shall:		
1. Ensure all data and documents are updated accordingly	Within three (3) business days of any completed activity related to child's file	Data and IEP documents updated in the Agency prescribed software system

DELIVERABLE	TIMELINE	DOCUMENTATION
C. Professional Development and Staff Credential Requirements. Subrecipient shall:		
1. Ensure all staff have current licensure and certification. All current certification and licensure documentation is maintained on-site and is available for review by Agency	Ongoing throughout Contract term and provided within ten (10) business days as requested by Agency	

2. Report on personnel (in full-time equivalency of assignment) employed to provide special education and related services for children with disabilities	Within ten (10) business days of request from Agency	WDE 455 (Full Time Equivalent Personnel Report) submitted to Agency
3. Demonstrate ongoing professional development opportunities are provided to preschool providers		Sign in sheets indicating attendance for Subrecipient sponsored trainings maintained onsite Summary of activities included in Summary Report
4. Ensure Designated Data Security Officer has completed training on the Family Educational Rights and Privacy Act (FERPA) of 1974 in the past twelve (12) months		Training certificate or documentation of training maintained onsite

DELIVERABLE	TIMELINE	DOCUMENTATION
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D. Child Find Activities. Subrecipient shall:		
1. Implement an ongoing system to locate, identify, and evaluate all children ages three (3) through five (5) years of age residing within the Subrecipient’s regional service area who are in need of special education and related services in accordance with 34 C.F.R. Part 300. Ensure documentation of Child Find agreements with local school districts are maintained on site and available for review by Agency	Within ten (10) business days of request from Agency	Summary Report template provided by Agency
2. Submit completed vision and hearing screening results for all children screened as part of Child Find and IDEA services	Results documented within three (3) business days of screening	Results documented in Early Hearing Detection and Intervention data system and in IEP

DELIVERABLE	TIMELINE	DOCUMENTATION
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E. Reports and Verifications. Subrecipient shall:		
1. Submit Name of Designated Data Security Officer	Within ten (10) business days of request from Agency	Included in Summary Report as prescribed by Agency
2. Submit a Personnel Vacancy Report to the Agency		Template provided by Agency

DELIVERABLE	TIMELINE	DOCUMENTATION
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F. Financial Reports and Records Maintenance. Subrecipient shall:		
1. Maintain financial accounting records and documents for seven (7) years in accordance with GAAP and provide financial reports as requested by Agency	Ongoing throughout Contract term	

<p>2. Maintain detailed monthly accounting with supporting documentation for all Federal Part B/619 and 611 expenditures</p> <p>a. If expenditures are for staff salaries, documentation shall include what activities or portion of staff time were dedicated to:</p> <p>i. Part B/619 and</p> <p>ii. Part B/611</p>	<p>Within ten (10) business days of request from Agency</p>	<p>Time and Effort logs or Part B certification form, as applicable</p>
<p>3. Submit to Agency all newly employed Part B/619 staff information so Agency may issue a Wyoming Integrated Statewide Education Record Identifier (WISER ID)</p>	<p>Within ten (10) business days of request from Agency</p>	<p>Include information required by Agency to issue WISER ID number</p>
<p>4. Maintain all educational records for seven (7) years following the child's exit from the program</p>		<p>Paper and electronic educational records</p>
DELIVERABLE	TIMELINE	DOCUMENTATION
G. Proof of three percent (3%) match. Subrecipient shall:		
<p>1. Demonstrate three percent (3%) match as required by Wyo. Stat. § 21-2-706</p>	<p>Within ten (10) business days of request from Agency</p>	<p>Report submitted by Subrecipient</p>

V. Changes to Statement of Work

The Subrecipient may submit a written request to the Agency if changes to the SOW are desired. The request shall include the changes being requested and the reason for the changes. The Agency shall review the request and any additional information the Agency may request regarding the changes and provide the Subrecipient with written notice of acceptance or denial of the request within thirty (30) days.

In the event it is determined by the Agency that a change to the SOW is required, a contract amendment shall be made to this Contract in accordance with Section 8.A. of this Contract.

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The following page(s) contain the backup material for Agenda Item: [9:45 Children's Developmental Services Early Intervention Contract](#)

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

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
CAMPBELL COUNTY CHILDREN'S DEVELOPMENTAL SERVICES**

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Campbell County Children's Developmental Services (Subrecipient), whose address is: 1801 South 4-J Road, Gillette, Wyoming 82718. This Contract pertains to the Operations Administration section of the Agency.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide early intervention to children ages birth through two (2) years and their families and a comprehensive system of personnel development activities to ensure the services are in conformity with 34 CFR Part 303, Early Intervention Program for Infants and Toddlers with Disabilities Part C of Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and subsequent revisions.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2020 or Effective Date, whichever occurs later, through June 30, 2021. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Subrecipient for the services described in Section 5 below and in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed eight hundred fifty-six thousand, seven hundred seventy-one dollars and twenty-four cents (\$856,771.24). Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
 - C. Pursuant to Wyo. Stat. § 21-2-706, state funding is based upon the December 1, 2019 child count. The state per-child rate for Fiscal Year 2021 is eight thousand, three hundred eighty-seven dollars and ninety-three cents (\$8,387.93) plus three

hundred sixty-three dollars (\$363.00) per child to provide social-emotional development services for a total per child amount of eight thousand, seven hundred fifty dollars and ninety-three cents (\$8,750.93).

- (i) Total state funding for eligible children ages birth through two (2) including social-emotional development services is seven hundred thirty-five thousand, seventy-eight dollars and twelve cents (\$735,078.12).
- D. Pursuant to the Catalog of Federal Domestic Assistance (CFDA) No. 84.181, the source of federal funds for Part C is based upon the December 1, 2019 child count. The total amount of federal funds for eligible children ages birth through two (2), including implementing a comprehensive system of personnel development is one hundred twenty-one thousand, six hundred ninety-three dollars and twelve cents (\$121,693.12).
 - (i) The total amount of federal funds for service provision is one hundred eleven thousand, six hundred ninety-three dollars and twelve cents (\$111,693.12).
 - (ii) The total amount of federal funds to offset the costs of attending off-site trainings and professional development or to provide on-site professional development/technical assistance provided by professionals with the demonstrated knowledge in early intervention best practices is ten thousand dollars (\$10,000.00).
- E. Except as otherwise provided in this Contract, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Contract.

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

- A. Abide by the IDEA, 20 U.S.C § 1400, *et seq.*, regulations 34 C.F.R. Part 303, and Wyo. Stat. §§ 21-2-701 through 706 and any subsequent revisions to these federal and state rules, which are incorporated into this Contract by this reference.
- B. Provide the services described in Attachment A.
- C. Be accessible throughout the entire Contract term, twelve (12) months, for Part C eligible children and their families.
- D. Utilize Agency approved assessment instruments for evaluating children ages birth through two (2) to determine the need for early intervention services.
- E. Complete timely submission of hearing and vision results submitted to the Wyoming Early Hearing Detection and Intervention tracking system.

- F. Ensure all services are provided by highly qualified professionals in accordance with Wyoming licensure requirements for related service providers.
- G. Be responsible for all monetary remediation regarding individual grievances in which, after investigation by the Agency, appropriate services were found to be denied.
- H. Keep all computer software and applications up-to-date.
- I. Not create, receive, maintain, or transmit individually identifiable education records in a manner that would violate any provision of the Family Educational Rights and Privacy Act (FERPA), IDEA, or other applicable federal, state, or local law.
- J. Establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all individually identifiable education records that the Subrecipient creates, receives, maintains, or transmits and to prevent any use or disclosure of individually identifiable education records as provided by this Contract.
- K. Secure all personally identifiable information in its possession in accordance with the most current standards established by the National Institute of Standards and Technology, which are incorporated into the Contract by this reference.

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

- A. Pay Subrecipient in accordance with Section 4 above.
- B. Consult with and advise the Subrecipient as necessary, about the requirements of this Contract.
- C. Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.
- D. Ensure all computer and software applications are up to date.
- E. Create, receive, maintain, or transmit individually identifiable education records in a manner that would violate any provision of FERPA, IDEA, or other applicable federal, state, or local law.
- F. Establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all individually identifiable education records that the Subrecipient creates, receives, maintains, or transmits and to prevent any use or disclosure of individually identifiable education records as provided by this Contract.

- G.** Limit its use, disclosure, or requests for individually identifiable education records to the extent necessary to accomplish the intended purposes of such use, disclosure, or request.
- H.** Secure all personally identifiable information in its possession in accordance with the most current standards established by the National Institute of Standards and Technology.
- I.** Notify the Subrecipient within five (5) business days of any use or disclosure of individually identifiable education records not provided for by this Contract, any security incident, or any breach of unsecured individually identifiable education records of which the Agency becomes aware.

 - (i)** Such notice shall include the identification of each individual whose individually identifiable education record has been, or is reasonably believed to have been subject to such use, disclosure, incident, or breach, a statement indicating whether the individually identifiable education record was secured or unsecured, and a description of any security measures used.
 - (ii)** A disclosure, incident, or breach shall be treated as discovered by the Agency as of the first day on which such breach is known to the Agency, or, by exercising reasonable diligence, would have been known to the Agency. The Agency shall be deemed to have knowledge of a disclosure, incident, or breach if the same is known, or, by exercising reasonable diligence, would have been known to any person (other than the person committing the disclosure, incident, or breach) who is an employee, officer, or other agent of the Agency.
 - (iii)** All reports of breach involving unsecured individually identifiable education records by the Agency shall also include the most current contact information available for each individual whose individually identifiable education record has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by the Subrecipient for the notification of individuals.
- J.** Ensure any subrecipient the Agency uses to create, receive, maintain, or transmit individually identifiable education records on its behalf agrees to the same restrictions, conditions, and requirements that apply to the Agency under the terms of this Contract.
- K.** Ensure all individually identifiable education records received from the Subrecipient or otherwise created, maintained, or transmitted on behalf of the Subrecipient are made available to the Subrecipient as necessary for the Subrecipient to comply with an individual's request for access to individually identifiable education records, or any other request that may be required by law. If

the Agency receives such request for individually identifiable education records directly, it shall notify the Subrecipient within three (3) business days following its receipt of such request. Thereafter, the parties agree to meet to promptly discuss and jointly resolve the request for individually identifiable education records. The parties' failure to reach an agreement regarding any such request prior to the timeframes specified in IDEA, as applicable, shall be cause for the Agency to terminate this Contract and all other contracts between the parties.

7. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. **Limitations on Lobbying Activities.** By signing this Contract, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in

connection with the award of a federal grant, contract, cooperative agreement, or loan.

- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.
- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract. Federal law requires the Subrecipient to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each sub-subrecipient.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Contract, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Contract. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- O. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer

to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Subrecipient shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other subrecipients for work related to this Contract. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject

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

- I. Entirety of Contract.** This Contract, consisting of fifteen (15) pages, and Attachment A, Statement of Work, consisting of four (4) pages; represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees

that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Contract.

- O. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- S. Insurance Requirements.**

 - (i) During the term of this Contract, the Subrecipient shall obtain and maintain, and ensure that each sub-subrecipient obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
 - (ii) All policies shall be primary over any insurance or self-insurance program carried by the Subrecipient or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

- (iii) The Subrecipient shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency’s option, obtain and maintain, at the expense of the Subrecipient, such insurance in the name of the Subrecipient, or sub-subrecipient, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Subrecipient under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

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

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

- (a) \$250,000.00 each person;
- (b) \$500,000.00 each occurrence;

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

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

workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

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

- (a) Bodily Injury by Accident: \$250,000.00 each accident;
- (b) Bodily Injury by Disease: \$250,000.00 each employee; and
- (c) Bodily Injury by Disease: \$500,000.00 policy limit.

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

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

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

- (a) \$250,000.00 each person; and
- (b) \$500,000.00 each occurrence.

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

- U. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- V. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering

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

- W. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- X. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Contract.
- Y. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- BB. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

**AGENCY:
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION**

Michael A. Ceballos, Director _____ Date

Matthew Petry, MPA, Senior Administrator _____ Date

**SUBRECIPIENT:
CAMPBELL COUNTY CHILDREN'S DEVELOPMENTAL SERVICES**

DG Reardon, Chairman of the Board of Commissioners _____ Date

Susan Saunders, County Clerk _____ Date

Wendy Balo, Board Chair _____ Date

Robert Tranas, Executive Director _____ Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for: Bobbi K. Owen, Assistant Attorney General  # 202353 5/27/2010
_____ Date

The following page(s) contain the backup material for Agenda Item: [9:50 Individualized Safety Incentive Program](#)

*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

... from H.R./Risk Management

TO: Board of Campbell County Commissioners
DG Reardon, Chairman
Rusty Bell
Bob Maul
Colleen Faber

FROM: Crystal Nichols
Human Resources & Risk Management Specialist

DATE: May 26, 2020

SUBJECT: Individualized Safety Incentive Program

Our current Safety Incentive Program is led by each Department, while being overseen by the Safety Committee. The feedback that has been received is that the current program is not desirable because only a couple of employees in the Department need to complete tasks for the whole Department to receive the incentive. It also doesn't allow for smaller Departments to receive the full incentive because a Department of five would not be able to submit as many of the tasks as a Department of 150.

I and the Safety Committee would like to recommend the following Individualized Safety Incentive Program. By using this program, we will save approximately \$6,000 per year and all employees will have the same advantage. It will allow for easier tracking of completed tasks and minimize the time involved in scoring the tasks. It is easier to understand and will allow employees to work on their own timeline within the quarter to complete tasks. The purpose of a Safety Incentive Program is to minimize worker injuries. We predict that by using the Individualized Safety Incentive Program employees will become more mindful of their day to day safety concerns.

Individualized Safety Incentive Program

The Individualized Safety Incentive Program will allow employees to earn \$15 in Gold Bucks quarterly (every three months) starting in July each Fiscal Year. Complete three of the following items each quarter to qualify:

- Complete a **7-minute trainer** (you can complete 3 of these to qualify, they are located on the Intranet or in binders at your facility)
- Complete an **online trainer** (you can complete 3 of these to qualify, a link will be sent out at the beginning of each quarter, via email)
- Complete a **safety observation card** (you can complete 3 of these to qualify, they are located on the Intranet or in binders at your facility)
- Complete an **inspection** of your workspace, department or facility (forms are located on the Intranet or in binders at your facility)
- Attend a **classroom training**
 - First Aid/CPR/AED
 - ALICE

Turn in your 7-minute trainers, safety observation cards, inspections and certificates of completion for classroom trainings to Crystal Nichols in the HR Risk Department no later than the last day of the quarter (September 30th, December 31st, March 31st, June 30th). The online trainers will be tracked by Crystal electronically and will not need to be turned in. The Program will run concurrently with our Fiscal Year.

You will receive the Gold Bucks in the month following the end of the quarter.

If you complete all four quarters, an additional \$15 in Gold Bucks will be distributed in July of the following year. That's up to \$75 per year in Gold Bucks!

To access the 7-minute trainers, safety observation cards and inspection forms go to ccgov.net and log on to the Intranet. Click on Committees, Safety, Employees, Safety Incentive Program.

To sign up for classroom trainings check your email and Facility/Department bulletin boards for dates, times and instructions on how to sign up.

For those of you without computer access: paper copies of 7-minute trainers, safety share cards and inspection forms will be available at your Facility/Department.

For more information please contact Crystal Nichols, HR Risk Management Specialist at (307) 687-6319 or can16@ccgov.net.

Inspector:		Survey Date:		HR Risk Signature:	
Facility:				HR Risk Signature Date:	
Dept:					
During the survey of the designated area, complete the checklist below. <i>All items in the shaded box require action.</i> Check N/A if the item does not apply.					

OFFICE SAFETY CHECKLIST

BASIC LIFE SAFETY	YES	NO	N/A	ANSWERS IN SHADED BOXES REQUIRE ACTION	COMMENTS-	CORRECTIVE ACTION TAKEN	CORRECTION COMPLETED
1. Are exit signs illuminated and visible?							
2. Are corridors and exits free from obstructions and unlocked?							
3. Access to exit requires travel through high hazard area?							
4. Stairways are in good repair with handrails and non-slip tread?							
5. Stairways are being used for storage?							
6. Stairway steps are uniform in size?							
7. Is the Emergency Evacuation Route & Action Plan posted?							
8. Are exit doors propped open?							
9. Are exit marked with an exit sign?							
10. Are outlets covered if accessible to children (if applicable)							
11. Are blinds and blind cords secured if accessible to children (if applicable)							

Inspector:		Survey Date:		HR Risk Signature:	
Facility:				HR Risk Signature Date:	
Dept:					
During the survey of the designated area, complete the checklist below. <i>All items in the shaded box require action.</i> Check N/A if the item does not apply.					

OFFICE SAFETY CHECKLIST

BASIC LIFE SAFETY	YES	NO	N/A	ANSWERS IN SHADED BOXES REQUIRE ACTION	COMMENTS-	CORRECTIVE ACTION TAKEN	CORRECTION COMPLETED
1. Are exit signs illuminated and visible?							
2. Are corridors and exits free from obstructions and unlocked?							
3. Access to exit requires travel through high hazard area?							
4. Stairways are in good repair with handrails and non-slip tread?							
5. Stairways are being used for storage?							
6. Stairway steps are uniform in size?							
7. Is the Emergency Evacuation Route & Action Plan posted?							
8. Are exit doors propped open?							
9. Are exit marked with an exit sign?							
10. Are outlets covered if accessible to children (if applicable)							
11. Are blinds and blind cords secured if accessible to children (if applicable)							

Inspector:		Survey Date:		HR Risk Signature:	
Facility:				HR Risk Signature Date:	
Dept:					
During the survey of the designated area, complete the checklist below. <i>All items in the shaded box require action.</i> Check N/A if the item does not apply.					

GENERAL OFFICE SAFETY	YES	NO	N/A	ANSWERS IN SHADED BOXES REQUIRE ACTION	COMMENTS	CORRECTIVE ACTION TAKEN	CORRECTION COMPLETED
1. Are aisles, doorways and corners free of obstructions to permit visibility and movement?							
2. Is lighting in work areas and walkways adequate?							
3. Are chairs in safe condition and are caster, rungs and legs sturdy?							
4. Are all equipment and supplies in their proper places?							
5. Is there adequate walking and egress clearance? a. 44" for corridors and stairways. b. 36" for aisles. c. 32" for doors.							
6. Are carts, dollies, etc. available for use in transporting heavy objects and boxes?							
7. Is housekeeping being adequately maintained							
8. Is storage too close to ceiling? IF- a) With sprinkler heads – 18 inches from ceiling b) Without sprinkler heads – 24 inches from ceiling							
9. Are flammable liquids/fluids stored in approved containers?							
10. Are secondary chemical containers properly labeled?							
11. Are MSDS/SDS available for office and housekeeping chemicals?							

Inspector:		Survey Date:		HR Risk Signature:	
Facility:				HR Risk Signature Date:	
Dept:					
During the survey of the designated area, complete the checklist below. <i>All items in the shaded box require action.</i> Check N/A if the item does not apply.					

12. Is the OSHA Log posted (from Feb 1- April 30)							
13. Are OSHA posters prominently displayed?							
TRIP/FALL HAZARDS	YES	NO	N/A	ANSWERS IN SHADED BOXES REQUIRE ACTION	COMMENTS	CORRECTIVE ACTION TAKEN	CORRECTION COMPLETED
1. Is the floor surface level and undamaged?							
2. Is the floor dry and free from slippery substances? a. A warning sign is available in case of spills? b. Cleanup supplies are readily available? c. Non-slip mats are in entryways if needed?							
3. Are carpeted areas clean, carpets secured to floor and free of worn or frayed seams?							
4. Is equipment or supplies protruding into walkways?							
5. Are there cords or cables causing a trip hazard?							
6. Are permanent use cords covered by runners when crossing walkways?							
7. Is a step stool or ladder available to ensure no use of chairs for reaching high objects?							
8. Are step stools or ladders stored securely?							
9. Are step stools or ladders in good condition?							
10. Are desk and file drawers left open?							
11. Are files, cabinets, and bookcases overloaded?							
12. Are files, cabinets, and bookcases bolted securely?							

Inspector:		Survey Date:		HR Risk Signature:	
Facility:				HR Risk Signature Date:	
Dept:					
During the survey of the designated area, complete the checklist below. <i>All items in the shaded box require action.</i> Check N/A if the item does not apply.					

ELECTRICAL	YES	NO	N/A	ANSWERS IN SHADED BOXES REQUIRE ACTION	COMMENTS	CORRECTIVE ACTION TAKEN	CORRECTION COMPLETED
13. Are files top-heavy with empty drawers at the bottom and full drawers on top?							
1. Are GFCI outlets within 6 feet of a water source?							
2. Is access to electrical panels or electrical room obstructed? – (should have at least 36” clearance)							
3. Are outlets overloaded or have adapters?							
4. Are extension cords used in lieu of fixed wiring?							
5. A maximum of one power strip per electrical receptacle is used? (no daisy chains)							
6. Are electrical receptacles in good working condition?							
7. Is electrical equipment in good working condition?							
8. Are electrical closets free of storage?							
9. Are fire extinguisher locations marked in such a way that they are visible from a distance?							
10. Are fire extinguishers checked and tags marked monthly?							
11. Are space heaters UL tested and 1500 watts or less?							
12. Are space heaters secured and equipped with a multi-directional tip-over switch?							
13. Are space heaters equipped with an overheat sensor?							
14. Are combustible material stored near space heater or any other heat source?							

ADDITIONAL COMMENTS:

SAFETY OBSERVATION CARDS

Fill out a card to earn points for the Individualized Safety Incentive program. You can fill out all three, if you choose, to meet the requirements for the quarter. Types of observations are: Did you see someone perform a safe action? Did you perform a safe action? Do you want to recommend that a safe action be taken?

Turn these cards in each month or quarterly to qualify for the Incentive. Please see below for examples.

CARD ONE

Date: 1/18/2020

Observation: My co-worker noticed that it was very icy in the parking garage near the entrance to the courthouse. My co-worker found ice melt nearby and spread it around the entrance.

Employee Name (please print):

Ms. Sue Safety

CARD TWO

Date: 2/12/2020

Observation: I started using a new chemical that I was not familiar with. I read the instructions on the container and went to SDS on the Intranet and downloaded the data sheet for that chemical to share with my co-workers.

Employee Name (please print):

Ms. Sue Safety

CARD THREE

Date: 3/28/2020

Observation: I noticed that the secured door on the south side of the courthouse was not closing properly. This door can only be accessed by a fob so I sent an email to maintenance to request it be repaired.

Employee Name (please print):

Ms. Sue Safety

The following page(s) contain the backup material for Agenda Item: [9:55 Funding Request, Title 25 Detentions](#)

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



Campbell County and Prosecuting Attorney's Office

500 South Gillette Avenue, Suite B200

Gillette, Wyoming 82716

Phone: (307) 682-4310

Fax: (307) 687-6441

County Attorney
Ronald E. Wirthwein, Jr.

Deputy Attorneys
Jonah E. Buckley
Charlene R. Edwards
Kyle A. Ferris
Nathan J. Henkes
Steven K. McManamen
Corinne A. Miller
Daniel E. Reade
Jenny C. Staeben
Emily S. Simper
Sara F. Tappen

To: Board of Commissioners

From: Jenny C. Staeben, Deputy County and Prosecuting Attorney

RE: Memorandum for Additional Funding to Support Title 25 Detentions

May 28, 2020

Wyoming Statute §25-10-112(a)(i) requires the county in which a person is detained for involuntary hospitalization to pay the costs of the first 72-hours of detention. Currently, the County and Campbell County Hospital have an agreement that the County will pay up to \$4,350 for the initial 72-hours of detention.

In recent years, the County paid for the detention of 112 patients in 2017 and 98 patients in 2018. However, over the past fiscal year, detention for involuntary hospitalization has spiked with 143 patients in 2019 and 44, thus far, in 2020.

The budget for titled patients for the current fiscal year is \$175,000 (line item# 061.6131), despite our rigorous payment criteria, these funds have been depleted. Our department transferred \$17,685 (line item# 061.6140) to help cover the state mandated costs. Unfortunately, that resource is exhausted as well. (A total of \$195,00 was initially requested for the 2020-2021 fiscal year; it has been reduced to \$180,000 to meet budget cutbacks.)

Currently, the County owes \$76,469.32 for involuntary hospitalization costs and an additional amount of \$53,650 for involuntary hospitalization of known/current patients is expected; invoices have not yet been received. Furthermore, in 2020, an average of ten patients are involuntarily hospitalized monthly. Thus, it is reasonable to expect another ten patients will be hospitalized before the new fiscal year; this would be an amount of \$43,500 (with unused funds to return to the general fund at the start of the new fiscal year).

In total, we request an amount of \$173,619.32 to pay for known invoices, expected invoices from known patients, and funds to pay for prospective patients/invoices before the start of the next fiscal year (July 1).

Please contact me if you have questions or if I can be of further assistance.

Thank you for your consideration.

Best regards,

Jenny C. Staeben, J.D., Ph.D.
Deputy County and Prosecuting Attorney

The following page(s) contain the backup material for Agenda Item: [10:00 Assistance for Coal Communities Funding Application](#)

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

**OFFICE**

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

Carol J. Seeger
Commissioners Administrative Director

BOARD OF COMMISSIONERS

DG Reardon, Chairman
Rusty Bell
Colleen Faber
Bob Maul
Del Shelstad

MEMORANDUM

TO: Board of Commissioners

FROM: Ivy McGowan-Castleberry

RE: US Economic Development Administration—Assistance for Coal Communities Funding Application for Global Marketing Campaign

DATE: May 27, 2020

Attached, please find a grant application for the US EDA's Assistance for Coal Communities. The application requests \$320,000 to be used for our Carbon Valley Global Marketing campaign. The funding would be used to cover the professional services costs for marketing, communications, and public relations to promote Carbon Valley as an international destination for advanced carbon research.

Campbell County and the City of Gillette have selected Violet PR to perform these services. The total agreed-upon cost is \$400,000 over two years. The EDA-ACC grant would cover 80% of this cost, providing considerable savings for the County and City. The required cash match would be \$80,000.

I request the application be placed for the County Commissioners for their review and approval at the June 2, 2020 board meeting.

The application must be submitted electronically through the grants.gov website and does not require a physical signature.

Thank you.

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: Completed by Grants.gov upon submission.	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="Campbell County Government"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="83-6000103"/>	* c. Organizational DUNS: <input type="text" value="0714131400000"/>	
d. Address:		
* Street1:	<input type="text" value="500 S. Gillette Avenue Suite 1100"/>	
Street2:	<input type="text"/>	
* City:	<input type="text" value="Gillette"/>	
County/Parish:	<input type="text" value="Campbell"/>	
* State:	<input type="text" value="WY: Wyoming"/>	
Province:	<input type="text"/>	
* Country:	<input type="text" value="USA: UNITED STATES"/>	
* Zip / Postal Code:	<input type="text" value="82716-4211"/>	
e. Organizational Unit:		
Department Name: <input type="text" value="Commissioners Office"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Ms."/>	* First Name: <input type="text" value="Ivy"/>	
Middle Name: <input type="text"/>		
* Last Name: <input type="text" value="McGowan-Castleberry"/>		
Suffix: <input type="text"/>		
Title: <input type="text" value="Public Information Coordinator"/>		
Organizational Affiliation: <input type="text" value="Campbell County Commissioners"/>		
* Telephone Number: <input type="text" value="3076876318"/>	Fax Number: <input type="text"/>	
* Email: <input type="text" value="ijm01@ccgov.net"/>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Economic Development Administration

11. Catalog of Federal Domestic Assistance Number:

11.307

CFDA Title:

Economic Adjustment Assistance

*** 12. Funding Opportunity Number:**

PWEAA2020

* Title:

FY 2020 EDA Public Works and Economic Adjustment Assistance Programs including CARES Act Funding

13. Competition Identification Number:

EAA-NC

Title:

EDA Non-Construction Full Application 11.307

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Carbon Valley Global Marketing and Branding Campaign

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:
* a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:
* a. Start Date: * b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="320,000.00"/>
* b. Applicant	<input type="text" value="80,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="400,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**
 a. This application was made available to the State under the Executive Order 12372 Process for review on .
 b. Program is subject to E.O. 12372 but has not been selected by the State for review.
 c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**
 Yes No
If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**
 ** I AGREE
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:
Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:
* Title:
* Telephone Number: Fax Number:
* Email:
* Signature of Authorized Representative: * Date Signed:



ED-900A - Additional EDA Assurances for Construction Or Non-Construction Investments

For **ALL** investments: As a duly authorized representative of the applicant, I further certify that the applicant:

1. Understands that attorneys' or consultants' fees, whether direct or indirect, expended for securing or obtaining EDA investment assistance are not eligible costs. See 13 C.F.R. § 302.10(a).
2. Understands that conflicts of interest or appearances of conflicts of interest are prohibited and may jeopardize this application or result in the forfeiture of investment funds. A conflict of interest occurs, for example, where a representative, official, employee, architect, attorney, engineer, or inspector of the applicant, or a representative or official of the federal, State or local government, has a direct or indirect financial interest in the acquisition or furnishing of any materials, equipment, or services to or in connection with the project. See 13 C.F.R. § 302.17.
3. Will comply with the reporting requirements under the Government Performance and Results Act (GPRA) of 1993 and the GPRA Modernization Act of 2010 (GPRAMA) for measuring and reporting project performance.

For **CONSTRUCTION** investments: As a duly authorized representative of the applicant, I further certify that the applicant:

1. Will operate and maintain the facility in accordance with at least the minimum standards as may be required or prescribed by applicable federal, State and local agencies for the maintenance and operation of such facilities.
2. Will require the facility to be designed to comply with the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. 12101 et seq.), the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.) and the Accessibility Guidelines for Buildings and Facilities regulations, as amended (36 C.F.R. part 1191), and will be responsible for conducting inspections to insure compliance with these requirements.
3. For the two-year period beginning on the date EDA investment assistance is awarded, will refrain from employing, offering any office or employment to, or retaining for professional services any person who, on the date on which the investment assistance is awarded or within the one-year (1) period ending on that date, served as an officer, attorney, agent or employee of the Department of Commerce and occupied a position or engaged in activities that EDA determines involved discretion with respect to the award of investment assistance under PWEDA. See section 606 of PWEDA and 13 C.F.R. §302.10(b).
4. Will have no facilities under ownership, lease or supervision to be utilized in this project that are listed or under consideration for listing on EPA's List of Violating Facilities.
5. Will comply with Executive Order 12699, "Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction," which imposes requirements that federally-assisted facilities be designed and constructed in accordance with the most current local building codes determined by the awarding agency or by the Interagency Committee for Seismic Safety in Construction (ICSSC) and the most recent edition of the American National Standards Institute Standards A58, Minimum Design Loads for Buildings and Other Structures.

6. Will observe and comply with federal procurement rules, as set forth in 2 C.F.R. part 200, as applicable, for award of any contracts for architectural engineering, grant administration services, or construction financed with EDA investment assistance

For **NON-CONSTRUCTION** investments: As a duly authorized representative of the applicant, I further certify that the applicant:

1. Will comply with applicable regulations regarding indirect cost rates, if indirect costs are included in the application.
2. Will comply with the requirement that this investment assistance will not provide a proprietary benefit to a private individual, for-profit corporation, or other commercial entity.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Completed on submission to Grants.gov

TITLE

Chairman, Board of Commissioners

APPLICANT ORGANIZATION

Campbell County Government

DATE SUBMITTED

Completed on submission to Grants.gov

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Completed on submission to Grants.gov</p>	<p>TITLE</p> <p>Chairman, Board of Commissioners</p>
<p>APPLICANT ORGANIZATION</p> <p>Campbell County Government</p>	<p>DATE SUBMITTED</p> <p>Completed on submission to Grants.gov</p>

Standard Form 424B (Rev. 7-97) Back

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, 'New Restrictions on Lobbying.' The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting 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 this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

* NAME OF APPLICANT

Campbell County Government

* AWARD NUMBER

* PROJECT NAME

Prefix: Mr. * First Name: DG Middle Name:

* Last Name: Reardon Suffix:

* Title: Chairman, Board of Commissioners

* SIGNATURE: Completed by Grants.gov upon submission.

* DATE: Completed by Grants.gov upon submission.

The following page(s) contain the backup material for Agenda Item: [10:15 Waypoints Consultant Update](#)

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

this issue

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Carbon SAFE **P.3**

DOE FOA's **P.4**

Developer Spotlight:

Concurrent Technologies Corporation

Vision

Concurrent Technologies Corporation, inclusive of its affiliates, is recognized as one of the top developers of comprehensive solutions that make the world safer and more productive.

Mission

- To offer robust, technical, and innovative solutions that:
- Safeguard our national security
- Retain U.S. technological advantage, and
- Ensure the primacy of American manufacturing

Honoring and Hiring Those Who Serve

Because our team of professionals includes so many current and former members of the U.S. Armed Forces representing every branch of the military, CTC's resolve to serve and to employ veterans is further heightened. Our service men and women have earned our nation's respect and admiration, and CTC has and will continue to benefit from employing and serving vets.



Advanced Carbon Products Innovation Center (ACPIC)



Concurrent Technologies Corporation (CTC) is an independent, nonprofit, applied scientific research and development professional services organization. Together with our affiliates, Enterprise Ventures Corporation and CTC Foundation, we leverage research, development, test and evaluation work to provide transformative, full lifecycle solutions. To best serve our clients' needs, we offer the complete ability to fully design, develop, test, prototype and build. We deliver robust, technical, and innovative solutions that safeguard our national security, retain U.S. technological advantage, and ensure the primacy of American manufacturing.

CTC's areas of expertise fall within these broad categories:
**engineering and manufacturing; information technology;
and readiness and training.**

CTC has more than 400,000 square feet of combined office, laboratory, and high-bay demonstration space tailored for acceleration of technology transition. These facilities possess a Top Secret Facility Clearance with Secret Safeguarding, including classified and unclassified meeting spaces. The high-bay spaces are used to develop and demonstrate advanced manufacturing technologies, as well as to fabricate large-scale, first-of-a-kind prototype structures.

Wyoming Integrated Test Center Re-Opens

Developers at the Wyoming Integrated Test Center have returned to operation following the temporary closure of the site due to the COVID-19 pandemic.

TDA Research of Wheatridge, CO will resume operation of the hybrid sorbent-membrane separation technology platform currently in place at the ITC.

The UCLA – CO2 Concrete team is mobilizing equipment and staff to the site beginning June 2nd as the first contestant on-site for the Carbon Xprize.

Opportunity for developers at the ITC continue to emerge with issuance of additional funding opportunities from the Department of Energy.

“With the Integrated Test Center, a public-private partnership, Wyoming has been at the forefront in helping to advance the carbon economy by facilitating the development of technology that can capture carbon emissions and utilize them for enhanced oil recovery, permanent geological storage and conversion into products we can sell.”

The University of Kentucky Center for Advanced Energy Research (UK-CAER) along with Membrane Technology and Research (MTR) are near completion of the Phase II Funding for Front End Engineering Design (FEED) study funded by the Department of Energy for the development of a 200 ton per day CO2 capture facility.

Both UK-CAER and MTR have expressed interest in the ITC here in Campbell County and are incorporating site specifics into their engineering proposal to the DOE.

EYE ON: Carbon SAFE

The Dry Fork Station project and others selected by the agency aim to develop integrated carbon capture and storage complexes that are constructed and permitted for operation between 2025 and 2030.

Over the next three years, the project partners intend to conduct rigorous, commercial-scale surface and subsurface testing, data assessment and modeling; prepare and file permits for construction with Wyoming’s Department of Environmental Quality

In addition to the \$15.2 million in federal funding, Basin Electric is contributing \$1.5 million, and UW’s cost-sharing contribution is \$2.4 million.



UW School of Energy Resources, Basin Electric Carbon Storage Project Advances with \$15.2M in Federal Funding

Plans for a commercial-scale geological carbon dioxide storage complex near Gillette have taken a major step forward with its selection for a **\$15.2 million award from the U.S. Department of Energy’s National Energy Technology Laboratory.**

The University of Wyoming’s School of Energy Resources (SER), Basin Electric Power Cooperative and other partners are working to develop a site near Basin Electric’s 385-megawatt Dry Fork Station and the Wyoming Integrated Test Center to **store over 50 million metric tons of CO2 underground.**

The **three-year, \$19.1 million project** is the third phase under the Department of Energy’s Carbon Storage Assurance Facility Enterprise (CarbonSAFE) initiative, which seeks to help mitigate CO2 emissions from consumption of fossil fuels. **No CO2 will be injected during this stage.**

EYE ON: REE's and CRITICAL MINERALS

Significant Sources

Coal refuse, power generation ash, ash ponds, and acid mine drainage sludge have received attention for the potential economic value that these materials may have based on contained REEs. Certain coal and coal by-products have elevated concentrations of HREEs - which are lowest in supply, rank high in criticality and price, and are projected to increase in demand - making them attractive targets for REE recovery despite their low concentration.



Department of Energy: Funding Opportunities

Opportunity Number	Opportunity Title	Agency	Opportunity Status	Posted Date ↓	Close Date
DE-FOA-0002300	Small-Scale Solid Oxide Fuel Cell Systems and Hybrid Electrolyzer Technology Development	DOE-01	Posted	05/28/2020	07/08/2020
DE-FOA-0002180	Design Development and System Integration Design Studies for Coal FIRST Concepts	DOE-NETL	Posted	05/18/2020	08/18/2020
DE-FOA-0002322	FY2020 AMO Critical Materials FOA: Next-Generation Technologies and Field Validation	DOE-GFO	Posted	05/15/2020	08/11/2020
DE-FOA-0002187	CARBON CAPTURE RESEARCH AND DEVELOPMENT (R&D): ENGINEERING SCALE TESTING FROM COAL- AND NATURAL GAS-BASED FLUE GAS AND INITIAL ENGINEERING DESIGN FOR INDUSTRIAL SOURCES	DOE-NETL	Posted	04/23/2020	06/05/2020
DE-FOA-0002185	COAL-DERIVED MATERIALS FOR BUILDING, INFRASTRUCTURE, AND OTHER APPLICATIONS	DOE-NETL	Posted	04/10/2020	07/14/2020
DE-FOA-0002190	RESEARCH FOR INNOVATIVE EMISSION REDUCTION TECHNOLOGIES RELATED TO COAL COMBUSTION RESIDUALS	DOE-NETL	Posted	02/04/2020	09/30/2020

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Regulatory Update:

IR-2020-108, May 28, 2020

WASHINGTON — The Treasury Department and the Internal Revenue Service today issued [proposed regulations \(PDF\)](#) to help businesses understand how legislation passed in 2018 may benefit those claiming carbon capture credits.

The proposed regulations provide guidance regarding two new credits for carbon oxide captured using equipment originally placed in service on or after February 9, 2018, allowing up to:

\$50 per metric ton of qualified carbon oxide for permanent sequestration, and up to \$35 for Enhanced Oil Recovery purposes.

Neither of these new credits is subject to a limitation on the number of metric tons of qualified carbon oxide captured.



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