AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

RUSTY BELL, Chairman
MARK A. CHRISTENSEN
BOB MAUL
DG REARDON
DEL SHELSTAD

JUNE 4, 2019

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 - NACo Achievement Award

REGULAR BUSINESS
E. 9:20 Children’s Developmental Services Early Intervention Contract Trena Bauder
F. 9:25 Annual Contribution Agreement, University of Wyoming Michelle Pierce
G. 9:30 Board Appointment, Country Living Acres ISD Kendra Anderson
H. 9:35 Subdivision Improvement Agreement & Letter of Credit Megan Nelms
I. 9:40 Service Provider Agreement, Individual and Family Therapy Jim Lyon
J. 9:45 Service Provider Agreement, Adolescent Substance Abuse Treatment Jim Lyon
K. 9:50 Service Provider Agreement, Adult Substance Abuse Treatment Jim Lyon
L. 9:55 CSBG Program 2020 Application Beth Raab
M. 10:00 Memorandum of Understanding, USDA Forest Service Robert Palmer
N. 10:05 Consulting Services Agreement, Waypoints Wyoming Carol Seeger
O. 10:10 Proposed Budget FY2019-20 for Publication Susan Saunders

EXECUTIVE SESSION
P. 10:15 Pending Litigation Carol Seeger

ADJOURN

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.
**Consent Agenda**

**MINUTES**
Board of Commissioners Directors Workshop, May 20, 2019  
Board of Commissioners Parks & Recreation Board Meeting, May 20, 2019  
Board of Commissioners Regular Meeting, May 21, 2019

**PAYROLL PAYMENTS**
May 4, 2019  
May 18, 2019

**CANCELLATION/REBATE OF TAXES**
#3974 – 3977

**CERTIFICATION AGREEMENT**
Campbell County Community Public Recreation District, July 2019 to June 2020 Funding Cycle - Gillette College Soccer Pitch, $250,000

**LINE ITEM TRANSFERS**
Airport  
Transfer $300 from 751.6052 Postage and Freight to 751.6053 Telephone  
Transfer $300 from 751.6052 Postage and Freight to 751.6093 Publications/Legal Notice  
Transfer $750 from 751.6118 Satellite TV/Music to 751.6091 Public Relations and Promotions  
Transfer $1,500 from 751.6114 Propane/Natural Gas to 751.6112 Electricity  
Transfer $20 from 751.6152 Drug Testing Services to 751.6102 Assoc., Comm, Dues, Fee  
Transfer $2,000 from 751.6517.1 Tuition and Fees to 751.6283 Meals and Lodging  
Transfer $900 from 751.6517.3 Conferences/Seminar/Workshops to 751.6283 Meals and Lodging  
Transfer $1,000 from 751.6752 Tires and Chains to 751.6145 Consulting – General  
Transfer $3,000 from 751.6760 Lighting Mt. to 751.6145 Consulting – General  
Transfer $1,000 from 751.6758 Electrical Supplies to 751.6145 Consulting – General  
Transfer $1,000 from 751.6767 General Equipment to 751.6145 Consulting – General  
Transfer $1,000 from 751.6777.3 Conference/Seminar/Wrk to 751.6145 Consulting – General  
Transfer $1,000 from 751.7323 Crash/Fire/Rescue to 751.6145 Consulting – General  
Transfer $1,000 from 751.6770 Grounds Mnt. to 751.6145 Consulting – General  
Transfer $1,000 from 751.6755 General Vehicle Mnt. to 751.6145 Consulting – General  
Transfer $500 from 751.6675 Motor Oil to 751.6145 Consulting - General  
Transfer $500 from 751.6517.3 Conference/Seminar/Wrk to 751.6517.6 Crash/Fire Rescue Training  
Transfer $1,342 from 751.6674 Diesel Fuel to 751.6673 Gasoline  
Transfer $221 from 751.6675 Motor Oil to 751.6676 Hydraulic Fluid  
Transfer $10 from 751.6777.6 General Aviation Building to 751.6777.2 Control Tower Mnt.  
Transfer $100 from 751.7338 Other Operating Expenses to 751.6958 Surety Bonds  
Transfer $20 from 751.6777.6 General Aviation Building to 751.6967.1 Copier Lease

Extension Office

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Transfer $100 from 102.6281 Automobile to 102.7342 4-H Program Support
Transfer $1,009.90 from 102.6283 Meals and Lodging to 102.7342 4-H Program Support
Transfer $660 from 102.6517.2 Staff Development to 102.7342 4-H Program Support
Transfer $75 from 102.6517.3 Conference, Seminar to 102.7342 4-H Program Support
Transfer $150 from 102.6517.4 Travel & Transportation to 102.6282 Airplane, Train, Bus
Transfer $100 from 102.6517.4 Travel & Transportation to 102.7342 4-H Program Support
Transfer $389.85 from 102.6517.5 Meals and Lodging to 102.7342 4-H Program Support
Transfer $74.80 from 105.6283 Meals and Lodging to 105.6281 Automobile
Transfer $135 from 105.6517.5 Meals and Lodging to 105.6281 Automobile
Transfer $196 from 105.6517.5 Meals and Lodging to 105.7488 Misc. Program Support
Transfer $125.32 from 103.6281 Automobile to 103.7343 Program Support
Transfer $112 from 103.6283 Meals and Lodging to 103.7343 Program Support
Transfer $605 from 103.6517.5 Meals and Lodging to 103.7343 Program Support
Transfer $330 from 103.6517.5 Meals and Lodging to 103.7343 Program Support
Transfer $3,000 from 161.6145 Consulting General to 161.6517.3 Conference/Seminar/Wrk
Transfer $2,000 from 161.6145 Consulting General to 161.6517.5 Meals & Lodging
Transfer $2,000 from 161.6145 Consulting General to 161.6092 Advertising
Transfer $3,000 from 161.6145 Consulting General to 161.6234 Office Equipment Maint
Contr
Transfer $1,000 from 161.6145 Consulting General to 161.6531 General Supplies
Transfer $500 from 161.6145 Consulting General to 161.6762 Office Furniture & Equipment

Parks & Recreation
Transfer $200 from 7701.6517.5 Travel & Transportation to 7701.6517.2 Staff Development
Transfer $1,157 from 7701.6052 Postage and Freight to 7701.6532 Computer Supplies
Transfer $2,063 from 7710.6023 Full Time OT to 7701.6023 Full Time OP
Transfer $450 from 7704.6240 Safety Equipment to 7704.6517.4 Travel & Transportation
Transfer $365 from 7704.6111 Electrical/Water/Sew to 7704.6517.4 Travel & Transportation
Transfer $1,744 from 7704.6111 Electrical/Water/Sew to 7704.6517.2 Staff Development
Transfer $3,204 from 7704.6111 Electrical/Water/Sew to 7704.6517.5 Meals & Lodging
Transfer $1,500 from 7704.6767 General Equipment to 7704.6673 Gasoline
Transfer $1,500 from 7704.6687 Landscape Supplies to 7704.6674 Diesel
Transfer $500 from 7704.6767 General Equipment to 7704.6754 Lubricants
Transfer $672 from 7710.6700 Golf Course Accessories to 7710.6517.4 Travel
Transfer $253 from 7710.6517.5 Meals and Lodging to 7710.6517.4 Travel
Transfer $118 from 7710.6517.2 Staff Development to 7710.6517.4 Travel
Transfer $60 from 7710.6704 Pesticides to 7710.6703 Seed
Transfer $1,000 from 7710.6783 Golf Cart Parts to 7710.6767 General Equipment
Transfer $225 from 7710.6673 Gasoline to 7710.6531 Office Supplies
Transfer $2,500 from 7710.6777 Building Maintenance to 7710.6702 Sand
Transfer $4,670 from 7710.7362 Special Events to 7710.6702
Transfer $1,368 from 7702.6024.311 Skate Instructors to 7702.6024.310 Ice Arena Facility Monitor
Transfer $368 from 7702.6024.322 Ice Arena Custodial to 7702.6024.310 Ice Arena Facility Monitor

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Transfer $1,000 from 7704.6024.320 Outdoor Maintenance to 7702.6024.310 Ice Arena Facility Monitor
Transfer $25 from 7702.6553 Clothing/Uniforms to 7702.6666 Janitorial Supplies
Transfer $16 from 7702.6553 Clothing/Uniforms to 7702.6683 First Aid Supplies
Transfer $200 from 7702.6684.111 Skate Walker Adv to 7702.6777 Building Maintenance
Transfer $931 from 7702.6755 General Vehicle Maintenance to 7702.6777 Building Maintenance
Transfer $86 from 7702.6240 Safety Equipment to 7702.6236 Grounds/Land Agreement

Public Works
Transfer $8,000 from 082.6669 Bailing Wire to 082.6752 Tires and Chains
Transfer $5,000 from 082.6766 Conveyor to 082.6752 Tires and Chains
Transfer $30,000 from 083.7277.23 Westwood School Asbestos Removal to 083.7175.10 Courthouse/Courthouse Annex Network Connection

POSITION VACANCY JUSTIFICATIONS
CAM-PLEX – Event Technician
Library Board – Youth Services Specialist
Sheriff’s Office – Detention Officer I-II-III

SOCIAL MEDIA REQUESTS
Children’s Developmental Services – Melissa Kline

HAND WARRANTS
State of Wyoming – WAG Criminal Investigation $78.00
State of Wyoming – WAG Criminal Investigation 78.00
Campbell County Clerk Tax Account 310,901.65
Campbell County Park & Recreation Activity Fund 23.00
Campbell County Treasurer – HSA 33,556.80
Campco Federal Credit Union 276.01
Circuit Court of Campbell County 135.98
Great West Trust Company 39,434.29
Wyoming Child Support Enforcement 957.37

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The following page(s) contain the backup material for Agenda Item: Consent Agenda
Office of County Commissioners  
May 20, 2019  
Gillette, WY  

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, May 20, 2019 at 1:30 PM.

Present were Rusty Bell, Mark Christensen, DG Reardon, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Deputy County Attorney; Charlotte Terry, HR Director; Kevin King, Public Works Director; Jane Glaser, Public Health Director; Bob Tranas, Children’s Developmental Services Director; Quade Schmelzle, Weed and Pest Director; Jay Lundell, Airport Director; JR Fox, Interim Fire Chief; Jeff Esposito, Cam-Plex Director; Robert Henning, Museum Director; Rick Mansur, Parks & Recreation Director; Kevin Geis, Road and Bridge Director; Ivy McGowan-Castleberry, Public Information Coordinator; Shelly Edwards, Finance Manager and Robert Palmer, Commissioners Administrative Director. Commissioners Del Shelstad and Bob Maul were absent from the meeting.

Bob Tranas, Children’s Developmental Services Director, provided an update on the 50th Anniversary for the Children’s Developmental Services Center and the possibility of having a Dietetic Internship at the center.

Charlotte Terry, HR Director, provided updates on Benefit Expenses, Personnel Guidelines, training on seasonal hires and the hiring status of the Fire Chief.

Kevin King, Public Works Director, provided an update on the Courthouse Annex Phase I, RFP.

Megan Nelms, County Planning and Zoning Administrator, asked if the county would support applying for AML Funding to be used on the proposed Little Thunder Improvement and Service District road project in Wright.

There being no further action to come before the Board, the meeting was adjourned at 2:30 PM.

Susan F. Saunders, Clerk  
Board of County Commissioners  
Rusty Bell, Chairman  
Board of County Commissioners
The Campbell County Board of Commissioners met with the Parks and Recreation Board Monday, May 20, 2019 at 4:00 PM.

Present were Rusty Bell, Mark Christensen, DG Reardon, Commissioners; Susan F. Saunders, County Clerk and Robert Palmer, Commissioners Administrative Director. Commissioners Del Shelstad and Bob Maul were absent from the meeting.

Discussion was held on the Bivens Addition Property.

Dwayne Dillinger, Golf Superintendent, discussed the need for a new golf ball dispensing machine.

Discussion was held on a Huey Helicopter being placed in Lasting Legacy Park.

Discussion was held on the Cam-Plex park property being transferred to Campbell County.

Discussion was held on the possibility of having mountain bike trails on the county property known as the Centennial Section.

Discussion was held on the signage usage at the county ballfields and the lightning detection system at Bell Nob.

There being no further business to come before the Board, the meeting was adjourned at 5:00 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

Rusty Bell, Chairman
Board of County Commissioners
Office of County Commissioners  
May 21, 2019  
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, May 21, 2019. Chairman Bell called the meeting to order at 9:00 AM. Pastor Susan Reichenberg led in prayer and Chairman Bell led the Pledge of Allegiance.

Present were Rusty Bell, Del Shelstad, DG Reardon, Mark Christensen, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Deputy County Attorney and Robert Palmer, Commissioners Administrative Director. Commissioner Bob Maul was absent from the meeting.

The following consent agenda was presented:

MINUTES:
Board of Commissioners Morning Workshop, May 2, 2019  
Board of Commissioners Directors Workshop, May 6, 2019  
Board of Commissioners Regular Meeting, May 7, 2019

MONTHLY REPORTS:
Clerk of District Court – April 2019  
County Clerk – April 2019  
Sheriff’s Office – April 2019  
Sheriff’s Office, Detention Center – April 2019  
Treasurer’s Office – April 2019

PAYROLL PAYMENTS:
May 4, 2019

CANCELLATION/REFUND OF TAXES:
#3969 – 3973

CAPITAL REQUESTS:
Parks & Recreation – To purchase a replacement Golf Ball Dispense Machine with a new Range Express Golf Ball Dispensing System in the amount of $9,913.16 from account 920.7131.

AMENDED LEASE AGREEMENTS:
Northern Wyoming Community College District, 300 West Sinclair – Main Building, extension of lease for a term of ninety-nine years, commencing on the 15th of September 2003.

LINE ITEM TRANSFERS:
Public Works - Transfer $4,508 from 020.7085 Dist. Support Grant to 020.7085.50 Means, Carter, North Hannum I&S Dist.; transfer $12,000 from 081.6321 Misc. Services to 081.6092 Advertising

POSITION ALLOCATION REQUESTS:
Public Works is requesting the part-time custodial position (.50 FTE) be allocated to Gillette rather than Wright; the change will have no effect on budget or total FTE.

POSITION VACANCY JUSTIFICATIONS:
CAM-PLEX – Mechanic III  
Children’s Developmental Services – Instructional Assistant I/Floater  
Fair Board – County Fair Coordinator
HR/Risk – HR Benefit Specialist
Juvenile Probation – Administrative Assistant I or II
Parks & Recreation – Senior Lifeguard
Public Works, Facilities Maintenance – Custodian I

SICK LEAVE TRANFERS:
Request transfer of 40 hours from Employee #207415 to Employee #583488
Request transfer of 40 hours from Employee #368948 to Employee #583488

SOCIAL MEDIA REQUESTS:
Celeste Robinson – Extension Office

HAND WARRANTS:
CCCBT $195,651.59
CCEHBTA – Health 655,070.38
CCEHBTA – Dental 42,531.80
Delta Dental Plan of Wyoming 2,023.20
First American Title Insurance Company 3,745,754.74
Campbell County Clerk Tax Account 304,202.99
Campbell County Park & Recreation Activity 23.00
Campbell County Treasurer – HSA 32,301.47
Campco Federal Credit Union 276.01
Circuit Court of Campbell County 251.48
Great West Trust Company 39,474.29
Wyoming Child Support 1,010.89
Campbell County Clerk Tax Account 30.64
State of WY – Department of Revenue & Taxation 104.56
Circuit Court of Campbell County 55.00
AVI Systems Inc. 42,116.11

Commissioner Christensen moved to approve all items of the Consent Agenda as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

There was no Public Comment or Transparency given.

Beth Raab, Grants Specialist, provided an update on the CSBG Grant Applications.

Commissioner Reardon moved to approve the Sub-Recipient Award for the FY 2019 High Intensity Drug Trafficking Area (HIDTA) program between the Wyoming Division of Criminal Investigation (DCI) and Campbell County Sheriff’s Office, Award Number G19RM0012A, CFDA Number 95.001, in the amount of $90,332 from January 1st to December 31st, 2019, as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the Grant Application to the United States Department of Health and Human Services, Office of Head Start, prepared by Children’s Development Services, for the Early Head Start Program in the total amount of $412,324, with $329,859 in federal funds and $82,465 in local funds, for the period of September 1, 2019 to August 31, 2020, as presented. Commissioner Christensen seconded the motion. All Voted-Aye. Carried.
Commissioner Christensen moved to approve the Contract between Campbell County and the Wyoming Department of Health, Behavioral Health Division, on behalf of Children’s Developmental Services to provide special education and related services to children ages three through five years of age with disabilities, in an amount not to exceed $1,924,879.95 from July 1, 2019 to June 30, 2018, as presented. Commissioner Reardon seconded the motion. All Voted-Aye. Carried.

Commissioner Reardon moved to approve the contract between State of Wyoming Department of Health, Behavioral Health Division and the Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment Courts to provide Court Supervised Treatment Program services in an amount not to exceed $269,881.08 for the period July 1, 2019 through June 30, 2020 and authorize the full cash match in the amount of $70,441, as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Reardon moved to approve the contract between State of Wyoming Department of Health, Behavioral Health Division and the Board of Campbell County Commissioners as Governing Body for the Campbell County Juvenile and Family Drug Court to provide Court Supervised Treatment Program services in an amount not to exceed $113,558.39 for the period July 1, 2019 through June 30, 2020 and authorize the full cash match in the amount of $36,252, as presented. Commissioner Christensen seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve Option 1 County – Owned Fiber to provide network connection between the Courthouse Annex and the Courthouse in the amount of $30,000, as presented. Commissioner Christensen seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the advertisement of the Request for Proposal on Architectural Services for the Campbell County Office Relocation Project Phase I, as presented. Commissioner Reardon seconded the motion. All Voted-Aye. Carried.

Commissioner Reardon moved to appoint Kevin Geis, Kevin King, and Del Shelstad, County Representatives, and Micky Shoher, Citizen Representative, to the Gillette Area Urban System Advisory Committee to serve a three-year term, ending June 30, 2022. Commissioner Christensen seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve Resolution Number 2012 for the appointment of Bryan A. Skoric, Park County Attorney, in and for Park County, Wyoming or other designee of the Park County Attorney’s Office, to investigate and otherwise proceed to make, in their sole discretion, a determination and proper disposition of all potential criminal matters involving the State of Wyoming vs. Richard L. Johnson, PD-2018-27918, to which the Campbell County Attorney’s Office has a conflict of interest, as presented. Commissioner Reardon seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the Amended Agreement for Payment of Title 25 Services between Campbell County Health and Campbell County, effective July 1, 2019, as presented. Commissioner Reardon seconded the motion. All Voted-Aye. Carried.
Commissioner Reardon moved to approve the following updates proposed for the Campbell County Personnel Guidelines, effective June 1, 2019, as presented: Guideline 403. Sick Leave, Guideline 407. Military Leave of Absence and approve the addition of the proposed guideline for the Campbell County Personnel Guidelines, effective immediately, as presented: Guideline 509. Whistleblower. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

A Workshop was held with Megan Nelms on the Recap of the NACO Coal Challenge Team.

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 11:35 AM. The next regular meeting of the Commissioners will be held Tuesday, June 4, 2019, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Susan F. Saunders, Clerk
Board of County Commissioners

Rusty Bell, Chairman
Board of County Commissioners
We do hereby approve the County Payroll as presented this 14th day of June, 2019.

May 18, 2019
May 19, 2019

For The Pay Period(s) Ending

Payroll Payment
PETITION FOR REBATE/CANCELLATION OF TAXES
STATE OF WYOMING
COUNTY OF CAMPBELL No: 3974

NAME: PITF FRANKLENE & MATTHEW W

NOTICE ISSUED FOR:
NOVC#
OTHER: ABANDONED TITLE

__ PARTIAL
X REBATE

CANCELLATION

YEAR 2016
TAX NOTICE NO. 20511
DISTRICT NO. 150

ASSESSED VALUATION: 360

AMOUNT:$ 24.32

[Signature] COUNTY ASSESSOR

APPROVED: ______ DENIED: ______

THIS 4TH DAY OF June, 2019

______________________________

BOARD OF COUNTY COMMISSIONERS

FILED _________________________, 20__

______________________________ COUNTY CLERK
PETITION FOR REBATE/CANCELLATION OF TAXES
STATE OF WYOMING
COUNTY OF CAMPBELL
No: 3975

NAME: PITT FRANKLENE & MATTHEW W

NOTICE ISSUED FOR:
NOVC#
OTHER: ABANDONED TITLE

__ PARTIAL
REBATE
X CANCELLATION

YEAR 2017
TAX NOTICE NO. 20314
DISTRICT NO. 150

ASSESSED VALUATION: 359

AMOUNT:$ 24.22

[Signature] COUNTY ASSESSOR

APPROVED: _______ DENIED: _______

THIS 4 DAY OF June , 2019

BOARD OF COUNTY COMMISSIONERS

FILED ______________________, 20__

________________________________ COUNTY CLERK
PETITION FOR REBATE/CANCELLATION OF TAXES
STATE OF WYOMING
COUNTY OF CAMPBELL No: 3976

NAME: PITT FRANKLENE & MATTHEW W

NOTICE ISSUED FOR:

NOVC#
OTHER: ABANDONED TITLE

PARTIAL

REBATE

CANCELLATION

YEAR 2018
TAX NOTICE NO. 20197
DISTRICT NO. 150

ASSESSED VALUATION: 359
AMOUNT:$ 24.28

COUNTY ASSESSOR

APPROVED: ______ DENIED: ______

THIS 4 DAY OF JUNE , 2019

BOARD OF COUNTY COMMISSIONERS

FILED , 20__

COUNTY CLERK
PETITION FOR REBATE/CANCELLATION OF TAXES
STATE OF WYOMING
COUNTY OF CAMPBELL No: 3977

NAME: DEVON ENERGY PRODUCTION COMPANY LP

NOTICE ISSUED FOR:
NOVC# 2019-0244
OTHER:

✓ PARTIAL
✓ REBATE
___ CANCELLATION

YEAR 2016
TAX NOTICE NO. 6430
DISTRICT NO. 109

ASSESSED VALUATION: 7
AMOUNT:$ .42

[Signature] COUNTY ASSESSOR

APPROVED: ______ DENIED: ______

THIS 4 DAY OF June , 2019

________________________

BOARD OF COUNTY COMMISSIONERS

FILED ____________________ , 20__

_________________________________ COUNTY CLERK
May 16, 2019

Rusty Bell
Campbell Co Board of Commissioners
500 S. Gillette Ave., Ste #1100
Gillette, WY 82716

RE: Gillette College Soccer Field

Applications for rec mill grants were reviewed at the May 14th, CCCPRD Board meeting. Your application for a Rec Mill Grant was approved in the amount of $250,000.

Enclosed find a Certification Agreement and a Form W9 to be completed, signed and returned. Checks will not be issued until these documents have been returned. You should receive your funds within a few days of the CCSD Board meeting in July. Please cash the check as soon as possible.

Also enclosed is a Website Information Form. Please complete and return as soon as possible so that information about your program can be entered on the CCCPRD website (www.cccprd.org).

Don’t forget to submit a Final Project/Progress Report at the end of your project. If you re-apply for funding in the future, you will also need to submit a Final Project/Progress Report with your application. This form can be found on the CCCPRD web site (www.cccprd.org).

Please call 687-4543 or e-mail me at khewitt@ccsd.k12.wy.us if you have any questions. My office hours are Monday through Friday – 7:30 a.m. to 4:30 p.m. I will be retiring June 28, 2019; however, a replacement will be hired and you will be able to reach them at the same phone number.

Kathy Hewitt
Rec Mill Bookkeeper

Enclosures
Certification Agreement
July 2019 – June 2020 Funding Cycle

Agency: Campbell Co Board of Commissioners
Program: Gillette College Soccer Field

I certify that the funds received from Campbell County Community Public Recreation District for the above program will be spent in accordance with the grant application and guidelines established by the CCCPRD, and that a Final Project/Status Report with a reporting of income and expenses will be submitted at the conclusion of the program, and/or when a new application is filed.

Signed: ___________________________ Date: ____________________
RE: W-9 FORM FOR CCSD VENDOR FILE

Campbell County School District No. 1 is required by law to have a signed W-9 on file for all our current vendors who qualify. Please complete this form letter. Please complete and sign the attached IRS W-9 form. Once completed you may fax (307-682-2997), email (purchasing@ccsd.k12.wy.us) or mail (Campbell County School District No. 1, PO Box 3033, Gillette WY 82717-3033) these two forms.

Please fill in the answers below as they apply to you or your company.

Additional Contact Information:

Phone number (__) _______ - _______ Fax number (__) _______ - _______

email address ____________________________________________________________

Payment Remittance address
(if different than above) Vendor Name

Mailing Address

City __________ State __________ Zip __________

Is the above vendor a corporation? ______ Yes ______ No

If you answered Yes, please fill out the next four lines, sign and return this letter.

Corporate Officer Name __________ & Officer Title __________

Corporate Officer’s Signature ____________________________________________

State of Incorporation _________________________________________________

All payments to your company will be held until this information is received. Thank you for your cooperation in this matter.

________________________
Dennis Holmes
Associate Superintendent
for Instructional Support

Teaching Effectively - Learning Successfully

The State of Wyoming provides Hathaway Merit and Need-Based Scholarships to eligible Wyoming students attending the University of Wyoming or Wyoming community colleges.
Form W-9

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

- Individual/sole proprietor
- C Corporation
- S Corporation
- Partnership
- Trust/estate

- Limited liability company. Enter the tax classification (C or S corporation, S or partnerships).

- Other (see instructions)

Exemptions (see instructions):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

Address (number, street, and apt., or suite no.)

City, state, and ZIP code

Requester’s name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 5.

Social security number

Employer Identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below), and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an Individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third-party network transactions, real estate transactions, mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is substantively similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,

- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

- An estate (other than a foreign estate), or

- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cal. No. 10231X

Form W-9 (Rev. 8-2013)
# WEBSITE & PRINT PUBLICATION INFORMATION FORM

**FOR FUNDING CYCLE JULY 2019-JUNE 2020**

Information about your program will be included on the CCCRD website (www.cccpred.org) and in a booklet distributed in the spring for summer programs and the fall for school year programs.

Please return to Rec Mill Bookkeeper at Central (ESC) so the most current information about your Rec Mill program will appear on the website and in print publications.

<table>
<thead>
<tr>
<th>Title of Program</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION OF PROGRAM</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Include name of sponsor, phone number and e-mail address. Phone number should be reachable during the summer if this is a summer program.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INTERNET RESOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MEETING LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Please include address if other than one of the District's schools.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MEETING DATE(S) and TIME(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TARGET GRADE(S) and/or AGE(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
TO: Board of Commissioners  
FROM: Extension Office  
DATE: 05/28/2019  
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>100.00</td>
<td>102.6281</td>
</tr>
<tr>
<td>1,099.90</td>
<td>102.6283</td>
</tr>
<tr>
<td>660.00</td>
<td>102.6517.2</td>
</tr>
<tr>
<td>75.00</td>
<td>102.6517.3</td>
</tr>
<tr>
<td>150.00</td>
<td>102.6517.4</td>
</tr>
<tr>
<td>100.00</td>
<td>102.6517.4</td>
</tr>
<tr>
<td>389.85</td>
<td>102.6517.5</td>
</tr>
</tbody>
</table>

Explanation:
Transfer Travel & Transportation funds to Airplane, Train and Bus.  
Transfer remaining funds to program support. ~ Kim Fry
TO: Board of Commissioners  
FROM: Extension Office  
DATE: 05/28/2019  
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>74.80</td>
<td>105.6283</td>
</tr>
<tr>
<td>135.00</td>
<td>105.6517.5</td>
</tr>
<tr>
<td>196.00</td>
<td>105.6517.5</td>
</tr>
<tr>
<td>125.32</td>
<td>103.6281</td>
</tr>
<tr>
<td>112.00</td>
<td>103.6283</td>
</tr>
<tr>
<td>605.00</td>
<td>103.6517.3</td>
</tr>
<tr>
<td>200.00</td>
<td>103.6517.4</td>
</tr>
<tr>
<td>330.00</td>
<td>103.6517.5</td>
</tr>
</tbody>
</table>

Explanation:
Transfer funds for travel and programming. Beth Chapell
Transfer funds to program support. Celeste Robinson
TO: Board of Commissioners  
FROM: Shelly Besel, Senior Administrative Assistant, GCC Airport  
DATE: May 21, 2019  
SUBJECT: Line Item Transfer Request Page 1 of 2

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>$300.00</td>
<td>751.6052</td>
</tr>
<tr>
<td>$300.00</td>
<td>751.6052</td>
</tr>
<tr>
<td>$750.00</td>
<td>751.6118</td>
</tr>
<tr>
<td>$1500.00</td>
<td>751.6114</td>
</tr>
<tr>
<td>$20.00</td>
<td>751.6152</td>
</tr>
<tr>
<td>$2000.00</td>
<td>751.6517.1</td>
</tr>
<tr>
<td>$900.00</td>
<td>751.6517.3</td>
</tr>
<tr>
<td>$1000.00</td>
<td>751.6752</td>
</tr>
<tr>
<td>$3000.00</td>
<td>751.6760</td>
</tr>
<tr>
<td>Amount</td>
<td>Code</td>
</tr>
<tr>
<td>--------</td>
<td>----------</td>
</tr>
<tr>
<td>$1000.00</td>
<td>751.6758</td>
</tr>
<tr>
<td>$1000.00</td>
<td>751.6767</td>
</tr>
<tr>
<td>$1000.00</td>
<td>751.6777.3</td>
</tr>
<tr>
<td>$1000.00</td>
<td>751.7323</td>
</tr>
<tr>
<td>$1000.00</td>
<td>751.6770</td>
</tr>
<tr>
<td>$1000.00</td>
<td>751.6755</td>
</tr>
<tr>
<td>$500.00</td>
<td>751.6675</td>
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<tr>
<td>$500.00</td>
<td>751.6517.3</td>
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<tr>
<td>$1342.00</td>
<td>751.6674</td>
</tr>
<tr>
<td>$221.00</td>
<td>751.6675</td>
</tr>
<tr>
<td>$10.00</td>
<td>751.6777.6</td>
</tr>
<tr>
<td>$100.00</td>
<td>751.7338</td>
</tr>
<tr>
<td>$20.00</td>
<td>751.6777.6</td>
</tr>
</tbody>
</table>
TO: Board of Commissioners  
FROM: Charlotte Terry HR/Risk Management Director  
DATE: May 29, 2019  
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>$3,000</td>
<td>161.6145</td>
</tr>
<tr>
<td>$2,000</td>
<td>161.6145</td>
</tr>
<tr>
<td>$2,000</td>
<td>161.6145</td>
</tr>
<tr>
<td>$3,000</td>
<td>161.6145</td>
</tr>
<tr>
<td>$1,000</td>
<td>161.6145</td>
</tr>
<tr>
<td>$  500</td>
<td>161.6145</td>
</tr>
</tbody>
</table>

Explanation:

Transfers are being requested to avoid budget overruns which require budget release prior to purchase orders being approved. In order to avoid unnecessary administrative work during a time (June) when there might not be a director in place to approve these release requests, I am requesting the transfers in advance of the need. The General Consulting account with have a balance of $18,000+ after these transfers. The balance in the Consulting account is due to this discontinuance of Wyoming Business Coalition on Health (WyBCH) membership.
TO: Board of Commissioners
FROM: C.C. Parks & Recreation
DATE: May 29, 2019
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account #</td>
<td>Account Name</td>
</tr>
<tr>
<td>amount</td>
<td></td>
</tr>
<tr>
<td>200.00</td>
<td>7701.6517.5</td>
</tr>
<tr>
<td>2,063.00</td>
<td>7710.6023</td>
</tr>
</tbody>
</table>

Justification:
TO: Board of Commissioners  
FROM: C.C. Parks & Recreation  
DATE: May 29, 2019  
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From: 7704</th>
<th>Transfer To: 7704</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>$ 450.00</td>
<td>7704.6240</td>
</tr>
<tr>
<td>$ 365.00</td>
<td>7704.6111</td>
</tr>
<tr>
<td>$ 1744.00</td>
<td>7704.6111</td>
</tr>
<tr>
<td>$ 3204.00</td>
<td>7704.6111</td>
</tr>
<tr>
<td>$ 1500.00</td>
<td>7704.6767</td>
</tr>
<tr>
<td>$ 1500.00</td>
<td>7704.6687</td>
</tr>
<tr>
<td>$ 500.00</td>
<td>7704.6767</td>
</tr>
</tbody>
</table>

Justification:
TO: Board of Commissioners  
FROM: C.C. Parks & Recreation  
DATE: May 29, 2019  
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>$672</td>
<td>7710.6700</td>
</tr>
<tr>
<td>$253</td>
<td>7710.6517.5</td>
</tr>
<tr>
<td>$118</td>
<td>7710.6517.2</td>
</tr>
<tr>
<td>$60</td>
<td>7710.6704</td>
</tr>
<tr>
<td>$1000</td>
<td>7710.6783</td>
</tr>
<tr>
<td>$225</td>
<td>7710.6673</td>
</tr>
<tr>
<td>$2500</td>
<td>7710.6777</td>
</tr>
<tr>
<td>$4670</td>
<td>7710.7362</td>
</tr>
</tbody>
</table>
TO: Board of Commissioners  
FROM: C.C. Parks & Recreation  
DATE: May 29, 2019  
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From: 7702</th>
<th>Transfer To: 7702</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>$1368.00</td>
<td>7702.6024.311</td>
</tr>
<tr>
<td>$368.00</td>
<td>7702.6024.322</td>
</tr>
<tr>
<td>$1000.00</td>
<td>7704.6024.320</td>
</tr>
<tr>
<td>$25.00</td>
<td>7702.6553</td>
</tr>
<tr>
<td>$16.00</td>
<td>7702.6553</td>
</tr>
<tr>
<td>$200.00</td>
<td>7702.6684.111</td>
</tr>
<tr>
<td>$931.00</td>
<td>7702.6755</td>
</tr>
<tr>
<td>$86.00</td>
<td>7702.6240</td>
</tr>
</tbody>
</table>

Justification:
TO: Board of Commissioners  
FROM: Matt Olsen  
DATE: June 4, 2019  
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>$8,000.00</td>
<td>082.6669</td>
</tr>
<tr>
<td>$5,000</td>
<td>082.6766</td>
</tr>
</tbody>
</table>
TO: Board of Commissioners  
FROM: Melissa Kershner  
DATE: June 4, 2019  
SUBJECT: Line Item Transfer Request  

Please make the following line item transfer:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>$30,000</td>
<td>083.7277.23</td>
</tr>
<tr>
<td></td>
<td>Account Name</td>
</tr>
<tr>
<td></td>
<td>Westwood School Asbestos Removal</td>
</tr>
<tr>
<td></td>
<td>083.7175.10</td>
</tr>
<tr>
<td></td>
<td>Account Name</td>
</tr>
<tr>
<td></td>
<td>Courthouse/Courthouse Annex Network Connection</td>
</tr>
</tbody>
</table>
# Position Vacancy Justification

<table>
<thead>
<tr>
<th>Department:</th>
<th>CAM-PLEX</th>
<th>Date:</th>
<th>5/24/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position Title:</td>
<td>Event Technician</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classification Band / Range:</td>
<td>52</td>
<td>Current Salary of Incumbent:</td>
<td>$21.24</td>
</tr>
<tr>
<td>Salary Range:</td>
<td>Min $19.52</td>
<td>Mid $23.43</td>
<td>Max $27.34</td>
</tr>
<tr>
<td>Justification for Hiring Position:</td>
<td>This position is required for event set ups, snow plowing and general arena upkeep</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Termed Incumbent:</td>
<td>[Redacted]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position Originated:</td>
<td>1985</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Funding Source for Position:</td>
<td>Yes</td>
<td>State:</td>
<td>No</td>
</tr>
<tr>
<td>Status Code:</td>
<td>Full-Time Yes</td>
<td>Part-Time</td>
<td>Number of Annual Hours:</td>
</tr>
<tr>
<td>Reason for Vacancy:</td>
<td>Replacement due to Termination:</td>
<td>Replacement due to Retirement:</td>
<td>New Position:</td>
</tr>
<tr>
<td>Existing Budgeted Position:</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benefit Eligible:</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Department Head Signature & Date: [Signature]
Commissioner Approval & Date: [Signature]
<table>
<thead>
<tr>
<th><strong>POSITION VACANCY JUSTIFICATION</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Department:</strong> Library Board</td>
</tr>
<tr>
<td><strong>Position Title:</strong> Youth Services Specialist</td>
</tr>
<tr>
<td><strong>Classification Band:</strong> 23</td>
</tr>
<tr>
<td><strong>Salary Range:</strong> 52</td>
</tr>
<tr>
<td><strong>Minimum:</strong> $19.52</td>
</tr>
<tr>
<td><strong>Maximum:</strong> $27.34</td>
</tr>
<tr>
<td><strong>Position Justification:</strong> This position is essential for meeting community demand for youth services. It includes developing and presenting literature-based programs, summer reading, and reader’s advisory. Supervision of youth, reference help, and guidance in the use of on-line databases are critically needed.</td>
</tr>
<tr>
<td><strong>Termed incumbent:</strong> [Redacted]</td>
</tr>
<tr>
<td><strong>Position Originated:</strong></td>
</tr>
<tr>
<td><strong>Funding Source for Position:</strong></td>
</tr>
<tr>
<td><strong>County:</strong> X</td>
</tr>
<tr>
<td><strong>Federal</strong></td>
</tr>
<tr>
<td><strong>Classification:</strong></td>
</tr>
<tr>
<td><strong>Full Time</strong></td>
</tr>
<tr>
<td><strong>Exempt</strong></td>
</tr>
<tr>
<td><strong>Number of Hours:</strong> 20</td>
</tr>
<tr>
<td><strong>Reason for Vacancy:</strong></td>
</tr>
<tr>
<td><strong>Resigned</strong></td>
</tr>
<tr>
<td><strong>Exempt</strong></td>
</tr>
<tr>
<td><strong>Existing Budgeted Position:</strong></td>
</tr>
<tr>
<td><strong>Yes</strong> X</td>
</tr>
<tr>
<td><strong>If No, Please explain:</strong></td>
</tr>
<tr>
<td><strong>Benefit Eligible:</strong></td>
</tr>
<tr>
<td><strong>Yes</strong> X</td>
</tr>
<tr>
<td><strong>Department Head Signature:</strong></td>
</tr>
<tr>
<td>[Signature] 5/15/19</td>
</tr>
<tr>
<td><strong>Commissioner Approval:</strong></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

**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.
**POSITION VACANCY JUSTIFICATION**

<table>
<thead>
<tr>
<th>Department:</th>
<th>Sheriff's Office</th>
<th>Date:</th>
<th>May 24, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position Title:</td>
<td>Detention Officer I-II-III</td>
<td>Classification Band:</td>
<td>52/23, 56/25, 58/26</td>
</tr>
<tr>
<td>Salary Range:</td>
<td></td>
<td>Minimum:</td>
<td>$40,601.60</td>
</tr>
<tr>
<td>Position Justification:</td>
<td>Replacing Detention Officer I – Deputy Sheriff position will be filled by transferring a current employee.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Termed incumbent:</td>
<td>Blacked out</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position Originated:</td>
<td>In budget</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Funding Source for Position:</td>
<td>County</td>
<td>X</td>
<td>State</td>
</tr>
<tr>
<td>Classification:</td>
<td>Ck applicable</td>
<td>Full Time</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Exempt</td>
<td>Non-Exempt</td>
<td>X</td>
</tr>
<tr>
<td>Reason for Vacancy:</td>
<td>Resigned</td>
<td>X</td>
<td>New Position</td>
</tr>
<tr>
<td>Existing Budgeted Position:</td>
<td>Yes</td>
<td>X</td>
<td>No</td>
</tr>
<tr>
<td>Benefit Eligible:</td>
<td>Yes</td>
<td>X</td>
<td>No</td>
</tr>
<tr>
<td>Department Head Signature:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Commissioner Approval: | Signatur

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.
Name: Melissa Kline  
Employee #: [Redacted]  
Title: Senior Administrative Assistant  
Department: Children's Developmental Services

Justification:  
Children's Developmental Services is in the process of creating social media groups to increase communication with our families. I will be apart of the Admin group for the social media sites and recipient of applications submitted through Facebook.  
Authorized to access the following County websites, social media pages, and social networking sites:  
Children's Developmental Services Facebook and Instagram  
[COS FB Group under Campbell County's FB Page.]

I have received the Social Media Use Guideline, and I agree to use the County websites, County-approved social media pages and engage in social networking activities for County business only as appropriate and in compliance with this Guideline. I understand that I must have approval from my Department Director and the Office of the Commissioners to use County websites, social media pages, or engage in social networking on behalf of the County. I also understand I am responsible for all posting made by me on County websites, social media pages, or in the social networking activities including those made in the comments sections. I further understand that this guideline also applies to County-related postings made by me via personal (non-County) websites, social media pages, and social networking activities, and I agree to adhere to the guidelines in this guideline when so doing.

I acknowledge that all content on County websites, County-approved social media pages, or in social networking activities are considered to be County property and will be monitored by a designated official of the County. I understand that employees do not have privacy rights in the use of County websites, social media pages, or in social networking activities, and the postings, data, access to, or distribution of such materials is subject to all applicable laws.

I agree to abide by all procedures as set forth by the Social Media Use Guideline when accessing, posting, or publishing content on County websites, County-approved social media pages, or social networking activities. I acknowledge that any violation of the responsibilities, or guidelines outlined in this policy, or in any future modified policies, can be grounds for disciplinary action, up to and including termination of my employment.

Melissa Kline  
Printed Name  
[Signature]  
(Date)

Approved by Department Director:  
[Signature]  
(5/16/19)

Public Information Coordinator Recommendation: [ ] Approve  
[ ] Deny  
[Signature]  
(5/16/19)

Approved by Commissioners:  
[Signature]  
(Date)

Route director approved copy to Public Information Coordinator. PIC will route to Commissioners.
The following page(s) contain the backup material for Agenda Item: 9:15 County Information - NACo Achievement Award

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.*
May 17, 2019

Ivy McGowan
500 S. Gillette Ave., Suite 1100
Gillette, WY 82716

Dear Ivy McGowan,

The National Association of Counties (NACo) is pleased to grant Campbell County a 2019 Achievement Award for its program titled “Campbell County Raptor Symposia” in the category of County Resiliency: Infrastructure, Energy and Sustainability. Congratulations to everyone involved in developing this innovative program! Your hard work will yield positive results for Campbell County residents.

As a 2019 Achievement Award winner, your county is cordially invited to the NACo Achievement Awards Luncheon from 12:00PM to 2:00PM on July 14, 2019 at NACo’s Annual Conference and Exposition in Clark County (Las Vegas), Nevada. NACo will list each award winner in the lunch program and honor the Best in Category winners on stage. To learn more, visit www.naco.org/annual.

Congratulations and thank you for your continued work to promote the betterment of county services and programs. We hope to see you at NACo’s Annual Conference in July.

Sincerely,

Lindsey Maggard
Public Affairs Coordinator
National Association of Counties
Campbell CountyRAPTOR Symposium

A 2019 Achievement Award for its Program titled:

Campbell County

The National Association of Counties is proud to award

"If your actions inspire others to dream more, learn more, do more and become more, you are a leader."

2019 ACHIEVEMENT AWARD WINNER
The following page(s) contain the backup material for Agenda Item: 9:20 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. Comments related to the Board agenda will be heard first.
GRANT AGREEMENT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
CAMPBELL COUNTY DBA CHILDREN’S DEVELOPMENTAL SERVICES

1. **Parties.** The parties to this Grant Agreement (Agreement) are Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 6101 Yellowstone Road, Suite 220, Cheyenne, Wyoming 82002, and Campbell County DBA Children’s Developmental Services (Subrecipient), whose address is: 1801 South 4-J Road, Gillette, Wyoming 82718. This Agreement pertains to the Operations Administration section of the Agency.

2. **Purpose of Agreement.** The purpose of this Agreement 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 Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from July 1, 2019 or Effective Date, whichever is later, through June 30, 2020. All services shall be completed during this term.

4. **Payment.**

   A. The Agency agrees to grant funds to 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 Agreement by this reference. Total payment under this Agreement shall not exceed eight hundred fifty thousand, four hundred thirty-two dollars and twenty-seven cents ($850,432.27).

   B. No funding shall be given for work performed before the Effective Date of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, the Agency shall impose sanctions which may include withholding the federal portion of funding under this Agreement until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of the Agency.

   C. Pursuant to Wyo. Stat. § 21-2-706, state funding is based upon the December 1, 2018 child count. The state per-child rate for Fiscal Year 2020 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) years including social-emotional development services is seven hundred sixty-two thousand, three hundred twenty-seven dollars and nineteen cents ($762,327.19).

D. The granting of funds will be made in equal monthly installments unless otherwise stated. The initial Agreement payment for July 2019 will be made in conjunction with the August 2019 payment or sooner if available, with the final payment to be made in June 2020.

E. 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, 2018 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-four thousand, one hundred five dollars and eight cents ($124,105.08).

(i) Federal funds shall be paid upon submission of invoice pursuant to Wyo. Stat. § 16-6-602 to provide services to children ages birth through two. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. The total amount of federal funds for service provision is one hundred fourteen thousand, one hundred five dollars and eight cents ($114,105.08).

(ii) Federal funds shall be paid upon submission of invoice pursuant to Wyo. Stat. § 16-6-602 to offset the costs of attending off-site trainings and professional development or to provide on-site professional development and technical assistance provided by professionals with the demonstrated knowledge in early intervention best practices. All onsite professional development shall be preapproved by the Agency. The total amount of federal funds for this purpose is ten thousand dollars ($10,000.00).

F. Except as otherwise provided in this Agreement, 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 Agreement.

G. Travel. The payment of travel expenses shall be allowed as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.

(i) Personal Vehicle. Mileage shall be reimbursed at the rate of the current State rate per mile based on standard map mileage.

H. Lodging. The Agency agrees to reimburse Subrecipient’s lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and
lodging fees. The Agency is not responsible for incidentals or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.

I. **Meals.** The Agency agrees to reimburse Subrecipient’s meal expenses related to the performance of this Agreement. The Subrecipient shall be reimbursed for meals at the State of Wyoming rate of current per diem rates per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

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 Agreement by this reference.

B. Provide the services described in Attachment A.

C. Abide by the terms of Attachment B, Business Associate Agreement, which is attached to and incorporated into this Agreement by this reference.

D. Be accessible throughout the entire Agreement term, twelve (12) months, for Part C eligible children and their families.

E. Utilize state approved assessment instruments for evaluating children ages birth through two (2) to determine the need for early intervention services.

F. Complete timely submission of hearing and vision results submitted to the Wyoming Early Hearing Detection and Intervention tracking system.

G. Ensure all services are provided by highly qualified professionals in accordance with Wyoming licensure requirements for related service providers.

H. Be responsible for all monetary remediation regarding individual grievances in which, after investigation by the Agency, appropriate services were found to be denied.

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

A. Grant funding to the Subrecipient in accordance with Section 4 above.

B. Consult with and advise the Subrecipient, as necessary, about the requirements of this Agreement.
C. Monitor and evaluate the Subrecipient’s compliance with the conditions set forth in this Agreement.


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 Agreement 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 Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

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

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

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

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

E. Limitations on Lobbying Activities. By signing this Agreement, 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 subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

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

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

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 Agreement, 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 Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with 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 Agreement.

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 Agreement; and (2) any rights of copyright to
which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

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 Agreement, 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 Agreement.

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 Agreement 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 Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

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

C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
D. Audit and Access to Records. The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement.

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

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

G. Certificate of Good Standing. The Subrecipient shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Subrecipient is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. Subrecipient shall ensure that annual filings and corporate taxes due and owing to the Secretary of State’s office are up-to-date before signing this Agreement.

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

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

J. Entirety of Agreement. This Agreement, consisting of thirteen (13) pages; Attachment A, Statement of Work, consisting of five (5) pages; and Attachment B, Business Associate Agreement, consisting of six (6) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict
or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control, with the exception of that contained in Attachment B, Business Associate Agreement.

K. **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.

L. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.

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

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

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

P. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
Q. Ownership and Return of Documents and Information. Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

R. 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 subcontractors 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.

S. Prior Approval. This Agreement 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 Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

T. Insurance Requirements.

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

(ii) All policies shall be primary over any insurance or self-insurance program carried by the Subrecipient or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

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

(iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
(v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency’s option, obtain and maintain, at the expense of the Subrecipient, such insurance in the name of the Subrecipient, or subcontractor, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Subrecipient under this Agreement.

(vi) All policies required by this Agreement 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.

U. **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 Agreement 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 Agreement 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 Agreement, 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 Agreement, 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 as follows:

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

(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 Agreement, 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.

(vi) It is understood and agreed the Subrecipient’s coverage is primary and not contributory. The Subrecipient shall provide the Agency with a Certificate of Insurance evidencing the above coverage and shall provide thirty (30) days advance written notice of cancellation, material change, reduction of coverage, or non-renewal of coverage.

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

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

X. 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.

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

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

AA. Time is of the Essence. Time is of the essence in all provisions of this Agreement.

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

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.
9. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

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

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

Michael A. Ceballos, Director  
Date

Chris Newman, M.H.A., Senior Administrator  
Date

**SUBRECIPIENT:**
**CAMPBELL COUNTY DBA CHILDREN’S DEVELOPMENTAL SERVICES**

Rusty R. Bell, 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**

Kristin M. Nuss, Senior Assistant Attorney General  
5-22-19  
Date
Statement of Work (SOW)
Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Campbell County DBA Children’s Developmental Services
Region 13 (Subrecipient)
For services to be provided from July 1, 2019 through June 30, 2020

I. **Background/Introduction**
Wyo. Stat §§ 21-2-701 through 706 authorizes the Agency to provide eligible children ages birth through two (2) with early intervention. The Agency upholds these statutes by contracting with regional child development centers (CDCs) to provide early intervention services. Funds are used for compensation of Early Intervention Service (EIS) Providers, Family Service Coordinators, Speech-language Pathologists, Occupational Therapists, and Physical Therapists. This also includes early intervention service provision of social-emotional development activities, implementation of evidence-based best practices, screening and evaluation of children ages birth through two (2) years, and other required activities to ensure each child is provided early intervention services as required by the Individuals with Disabilities Education Improvement Act of 2004 (IDEA).

II. **Purpose**
The purpose of this Grant Agreement 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 IDEA and subsequent revisions.

III. **Definitions**
A. **Real Time Data:** The most current, up to date information regarding the child (eligible and non-eligible and receiving services or exited program) must be documented in both paper and electronic documentation formats.

B. **Timely Data Submission:** As defined by the Agency, the Subrecipient shall complete electronic submission of any and all documents required under IDEA that demonstrates a child is placed on an Individual Family Service Plan (IFSP) to receive services under Part C of the IDEA on or before December 1.

C. **Designated Security Officer:** The person responsible for ensuring privacy and security of protected information.

D. **Individualized Family Service Plan (IFSP):** A written plan for special services for young children with developmental delays.

IV. **Deliverables**

**TOTAL PAYMENT UNDER THIS AGREEMENT NOT TO EXCEED $850,432.27.**
<table>
<thead>
<tr>
<th>DELIVERABLE</th>
<th>TIMELINE</th>
<th>DOCUMENTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Early Childhood Intervention Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Provide early childhood intervention services to eligible children ages birth through two (2) years in accordance with all applicable federal and state statutes, rules and regulations, and all subsequent revisions</td>
<td>Ongoing throughout Agreement term</td>
<td>Summary reports as prescribed by the Agency submitted via email to: <a href="mailto:wdeiheip.contractors-deliverables@wyo.gov">wdeiheip.contractors-deliverables@wyo.gov</a></td>
</tr>
<tr>
<td></td>
<td>Within ten (10) business days of request from Agency</td>
<td>Subrecipient’s signed CAP or Compliance Agreement, as applicable</td>
</tr>
<tr>
<td></td>
<td>a. Provide Agency with Summary Reports submitted via email on template provided by Agency. Includes social-emotional provider agreements or contracts, and the requirements to provide early intervention services to the child through IFSP outcomes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Adhere to all program requirements including potential fiscal penalties outlined in the Corrective Action Plan (CAP) or Compliance Agreement, if applicable</td>
<td></td>
</tr>
<tr>
<td><strong>B. Timely Data Submission</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Subrecipient shall ensure all data and documents are updated accordingly</td>
<td>Within three (3) business days of any updates to child information</td>
<td>Data and IFSP documents updated in Agency prescribed software system</td>
</tr>
<tr>
<td><strong>C. Professional Development and Licensure Requirements</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Ensure all licensure documentation for EIS providers is current, maintained on-site and electronically, and is available for review by the Agency</td>
<td>Ongoing throughout Agreement term</td>
<td>Documentation shall include attendance list for prior year’s trainings, and professional development activities for upcoming Agreement year. All upcoming professional development activities will be reviewed by the Agency and may be subject to pre-approval</td>
</tr>
<tr>
<td>2. Subrecipient shall ensure all EIS providers are appropriately trained and provided availability of educational supports and professional development opportunities including, but not limited to, tuition reimbursement</td>
<td>Within ten (10) business days of request from Agency</td>
<td></td>
</tr>
</tbody>
</table>
3. CDC Part C staff shall attend, professional development and training opportunities provided by Agency
   
   a. At least one (1) Part C staff person shall attend all required trainings. Trainings include, but are not limited to, the early intervention track included in the Week of Academic Vision and Excellence (WAVE) 2019 conference, and required trainings on the Agency data system
   
   b. Reimbursement request submitted to Agency shall include a sign in sheet of staff who attended trainings and the travel cost for each attendee on Monthly Reconciliation Form
   
   c. Subrecipient shall keep all applicable receipts onsite for individual staff travel, to include a list of staff who attended each training provided in Summary Report

4. Subrecipient may provide professional development training onsite to Part C CDC staff
   
   a. Onsite professional development shall be preapproved by Agency
   
   b. Reimbursement for professional development training shall be completed on the monthly reconciliation form and;
   
   c. Subrecipient shall keep all receipts for all onsite training activities. All receipts shall be subject to monitoring by Agency. Reimbursement request submitted to Agency shall include a sign in sheet of staff who attended the trainings

<table>
<thead>
<tr>
<th>DELIVERABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>D. Child Find Activities</strong></td>
</tr>
</tbody>
</table>

1. In accordance with 34 CFR Part 303, the Subrecipient shall implement an ongoing system to locate, identify, and evaluate all children ages birth through two (2) years residing within the Subrecipient’s regional service area who are in need of early intervention services

<table>
<thead>
<tr>
<th>TIMELINE</th>
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</thead>
<tbody>
<tr>
<td>Ongoing throughout Agreement term</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DOCUMENTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide monthly child find reports as directed by Agency</td>
</tr>
</tbody>
</table>
### DELIVERABLE

#### E. Child Outcomes Process

1. Subrecipient shall follow requirements of the Child Outcomes Process as prescribed by Agency including the timely submission of outcomes data

<table>
<thead>
<tr>
<th>TIMELINE</th>
<th>DOCUMENTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within thirty (30) business days of signed IFSP</td>
<td>As directed by Agency</td>
</tr>
</tbody>
</table>

#### F. Reports provided to the Agency

1. Name of Designated Security Officer

<table>
<thead>
<tr>
<th>TIMELINE</th>
<th>DOCUMENTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within ten (10) business days of request from Agency</td>
<td>Included in Summary Report as prescribed by Agency</td>
</tr>
</tbody>
</table>

2. Certificate of Good Standing verifying compliance with the unemployment insurance programs

3. Certificate of Good Standing verifying compliance with the Workers’ Compensation programs

#### G. Grievances

1. Subrecipient shall adhere to all processes and procedures for dispute resolution as required in 34 CFR Part 303 Early Intervention Program for Infants and Toddlers with Disabilities

<table>
<thead>
<tr>
<th>TIMELINE</th>
<th>DOCUMENTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within ten (10) business days of request from Agency</td>
<td>Included in Summary Report as prescribed by Agency</td>
</tr>
</tbody>
</table>

#### H. Financial Reports

1. Maintain financial accounting records and documents for seven (7) years in accordance with GAAP and provide financial reports which may be requested by the Agency

2. Submit a financial and compliance audit, if applicable, for the previous fiscal year. If any areas of deficiency are noted, explain how the deficiency has been resolved. Audits are to determine:
   a. Financial operations are conducted properly
   b. Financial statements are presented fairly
   c. Subrecipient has complied with terms of the Agreement
   d. Funds audited shall include but are not limited to:
      i. State general funds

<table>
<thead>
<tr>
<th>TIMELINE</th>
<th>DOCUMENTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ongoing throughout Agreement term</td>
<td>December 31, 2019</td>
</tr>
<tr>
<td>Financial and Compliance Audit</td>
<td>Financial and Compliance Audit</td>
</tr>
<tr>
<td>DELIVERABLE</td>
<td>TIMELINE</td>
</tr>
<tr>
<td>------------</td>
<td>----------</td>
</tr>
<tr>
<td>I. Proof of three percent (3%) match</td>
<td></td>
</tr>
<tr>
<td>1. Subrecipient shall demonstrate three percent (3%) match as required by Wyo. Stat. § 21-2-706</td>
<td>Within ten (10) business days of request from Agency</td>
</tr>
</tbody>
</table>

V. Changes to Statement of Work

The Subrecipient shall 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, an agreement amendment shall be made to this Grant Agreement in accordance with Section 8.A. of this Grant Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK
ATTACHMENT B
BUSINESS ASSOCIATE AGREEMENT BETWEEN
THE WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
CAMPBELL COUNTY DBA CHILDREN'S DEVELOPMENTAL SERVICES

1. **Purpose.** The Parties to this Contract agree that Contractor, Campbell County DBA Children's Developmental Services, is a Business Associate of the Wyoming Department of Health, Behavioral Health Division (Agency), as defined by 45 CFR § 160.103; therefore, this attachment is mandatory for purposes of this Contract. This attachment seeks to satisfy the requirements for the privacy and security and transmission of protected health information found in 45 CFR Parts 160, 162, and 164 as well as applicable Wyoming state law. Applicable Wyoming state law may include, but is not limited to, Wyo. Stat. Ann. §§ 35-2-605 et seq., 9-2-125 et seq., and applicable rules and regulations. These statutes, rules, and regulations are collectively referred to as the “Privacy and Security Rules.”

2. **Definitions.** The Parties agree that the definitions in 45 CFR Parts 160, 162, and 164 shall apply to the terms used in this attachment. For the purpose of this attachment, Contractor shall be known as the “Business Associate.”

3. **Responsibilities of Business Associate Pursuant to this Attachment.** Except as otherwise permitted or required by this attachment, the Business Associate may only create, receive, maintain, or transmit protected health information received from or on behalf of the Agency as necessary to provide early intervention services to children with developmental disabilities and/or delays, ages birth through two as set forth in the Contract, as required by law, or to carry out the proper management and administration or legal responsibilities of the Business Associate. Further, the Business Associate agrees:

A. To not create, receive, maintain, or transmit protected health information in a manner that would violate any provision of the Privacy and Security Rules, or other applicable federal, state, or local law.

B. To establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all protected health information that the Business Associate creates, receives, maintains, or transmits on behalf of the Agency and to prevent any use or disclosure of protected health information as provided by this attachment.

C. To comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information. The Business Associate shall provide notice of its designated security officer to the Agency within thirty (30) days following execution of this attachment.
D. To limit its use, disclosure, or requests for protected health information to the extent practicable to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request.

E. To secure all protected health information in its possession in accordance with the most current standards established by the Secretary of Health and Human Services under 13402(h)(2) of Public Law 111–5 on the Health and Human Services website.

F. To notify the Agency of any use or disclosure of protected health information not provided for by this attachment, any security incident, or any breach of unsecured protected health information of which the Business Associate becomes aware.

i. Such notice shall include the identification of each individual whose protected health information has been, or is reasonably believed to have been subject to such use, disclosure, incident, or breach, a statement indicating whether the protected health information 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 Business Associate as of the first day on which such breach is known to the Business Associate, or, by exercising reasonable diligence, would have been known to the Business Associate. The Business Associate 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 (determined in accordance with the federal common law of agency) of the Business Associate.

iii. All reports of breach involving unsecured protected health information by the Business Associate shall also include the most current contact information available for each individual whose protected health information has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by 45 CFR § 164.404 for the notification of individuals.

G. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any subcontractor that the Business Associate uses to create, receive, maintain, or transmit protected health information on its behalf agrees to the same restrictions,
conditions, and requirements that apply to the Business Associate under the terms of this attachment.

H. To conduct electronic transactions covered by 45 CFR Part 162 as a standard transaction as required by 45 CFR Part 162, and ensure that any agents, including subcontractors, also process electronic transactions as required therein.

I. To make all protected health information received from the Agency or otherwise created, maintained, or transmitted on behalf of the Agency available to the Agency as necessary for the Agency to comply with an individual’s request for access to protected health information under 45 CFR § 164.524, a public records request under Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205, or any other request that may be required by law. If the Business Associate receives such request for protected health information directly, it shall notify the Agency 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 protected health information. The Parties’ failure to reach an agreement regarding any such request prior to the timeframes specified in 45 CFR § 164.524 and Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205 shall be cause to terminate this Contract and all other contracts between the Parties.

J. To make any amendments to protected health information in a designated record set held by the Business Associate or by any subcontractor or agent pursuant to 45 CFR § 164.526. Should the Business Associate receive such request directly, it shall notify the Agency prior to providing any response to the person requesting amendment. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for amendment to the protected health information. The Parties’ failure to reach an agreement regarding any amendment prior to the timeframes specified in 45 CFR § 164.526 shall be cause to terminate this Contract and all other contracts between the Parties.

K. To make internal practices, books and records relating to the use and disclosure of protected health information received from or created or received by the Business Associate on behalf of the Agency available to the Agency or to the Secretary of Health and Human Services for purposes of determining the Agency’s or Business Associate’s compliance with the Privacy and Security Rules. The Business Associate shall notify the Agency if it provides such information to the Secretary.

L. To document such disclosures of protected health information and information related to such disclosures as would be required for the Agency to respond to a request by an individual for an accounting of disclosures under 45 CFR § 164.528.

ATTACHMENT B
BUSINESS ASSOCIATE AGREEMENT BETWEEN
THE WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION (AGENCY)
AND CAMPBELL COUNTY DBA CHILDREN'S DEVELOPMENTAL SERVICES (BUSINESS ASSOCIATE)
Template Version July 2013
Page 3 of 6
The Business Associate shall comply with the Agency’s request for such information within seven (7) business days following the Agency’s request. Should the Business Associate receive such request directly, it will notify the Agency. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for an accounting of disclosures. The Parties’ failure to reach an agreement regarding any accounting of disclosures prior to the timeframes specified in 45 CFR § 164.528 shall be cause to terminate this Contract and all other contracts between the Parties.

M. Unless otherwise provided, to provide notice within seven (7) business days of any event that triggers the Business Associate’s obligation to notify the Agency.

N. That Business Associate may be subject to civil and criminal penalties enumerated at sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320-6) with respect to violations of this attachment or the Privacy and Security Rules.

O. To assume sole responsibility for its own compliance and the compliance of its workforce with the provisions of this section.

4. **Responsibilities of Agency Pursuant to this Attachment.** The Agency shall inform the Business Associate of the Agency’s notice of privacy practices and restrictions on protected health information. The first such notice and restrictions shall be given to the Business Associate no later than the date of the last signature to the Contract. In addition, the Agency agrees to the following:

A. To provide the Business Associate with the notice of privacy practices the Agency produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

B. To provide the Business Associate with any changes in, or revocation of, permission by an individual to use or disclose protected health information, if such changes affect the Business Associate’s permitted or required uses and disclosures.

C. To notify the Business Associate of any restriction to the use or disclosure of protected health information to which the Agency has agreed and which are applicable to the Business Associate, in accordance with 45 CFR § 164.522 and section 13405(a) of Public Law 111–5.

D. To not request that the Business Associate use or disclose protected health information in any manner that would not be permissible under the Privacy and Security Rules if done by the Agency.

**ATTACHMENT B**

**BUSINESS ASSOCIATE AGREEMENT BETWEEN**

**THE WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION (AGENCY)**

**AND CAMPBELL COUNTY DBA CHILDREN'S DEVELOPMENTAL SERVICES (BUSINESS ASSOCIATE)**

Template Version July 2013
E. To timely notify the Business Associate of any material violation of this attachment or material Privacy or Security violation by the Business Associate of which the Agency becomes aware. The Agency shall specify a time for the Business Associate, within which the Business Associate must cure the violation, if cure is possible, or within which the Business Associate must end the violation.

5. Special Business Associate Provisions

A. Amendments. If the Contract must be amended to ensure compliance with the Privacy and Security Rules, the Parties shall meet in good faith to agree upon such amendments. If the Parties cannot agree upon such amendments, then either party may terminate the Contract upon thirty (30) days’ prior written notice to the other party.

B. Interpretation. Any ambiguity in this attachment shall be resolved in favor of a meaning that permits the Parties to comply with the Privacy and Security Rules. Nothing in the Contract shall be construed to allow or require either Party to violate such rules.

C. Notices. In addition to the notice provisions set forth in the Contract, notices arising out of or from the provisions of this attachment shall be in writing and shall be deemed provided to each respective party if by personal delivery or by, at least, first class United States mail, postage prepaid. Written notices to the Agency shall be provided to the attention of the Agency’s designated representative for this Contract and, by separate mailing, to the WDH Compliance Office, 401 Hathaway Building, Cheyenne, Wyoming 82002.

D. Termination. In addition to the termination provisions in the General Provisions section of this Contract, the Contract may be terminated for cause if the Business Associate materially violates the terms of this attachment.

i. Material Violation of Attachment. Any violation by the Business Associate of any provision of this attachment or any other contract with the Agency which involves the use or disclosure of protected health information, as determined by the Agency, shall constitute a material violation and shall entitle the Agency to terminate this Contract immediately, seek related remedies, and to terminate all other contracts which involve the Business Associate in the use or disclosure of protected health information, by notifying the Business Associate of such termination.

ii. Cure. If the Agency receives evidence of a material violation of the obligations set forth herein, or of the Business Associate’s primary contracts
with the Agency, and the Agency does not terminate this Contract pursuant to subsection “i” above, then the Agency may provide an opportunity to cure or end such violation, as applicable, within a reasonable timeframe specified by the Agency. If the Business Associate’s efforts to cure or end such violation are unsuccessful within the time specified, the Agency may terminate this Contract, where feasible, or if termination is not feasible, may report the Business Associate’s violation to the Secretary of Health and Human Services or his designee.

iii. Effect of Termination. Upon termination of this Contract for any reason, the Business Associate shall return or destroy all protected health information, regardless of form so that the Business Associate retains no copies of protected health information received or created on behalf of the Agency. If return or destruction of all protected health information is not feasible, the Business Associate shall notify the Agency of the conditions that make return or destruction infeasible. Upon agreement between the parties that the return or destruction of the protected health information is infeasible, the Business Associate shall extend the protections of this attachment to such information, and further limit the use and disclosure of such information only to those purposes that make its return or destruction infeasible, for so long as the Business Associate maintains the information.

iv. This provision applies equally to the Business Associate and any of its agents or subcontractors in possession or control of protected health information subject to this attachment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
May 23, 2019

Ref: RL-2019-001

SENT VIA FEDEX
Children’s Developmental Services
of Campbell County
Bob Tranas
1801 South 4-J Road
Gillette, Wyoming 82718

Dear Bob Tranas,

Please find enclosed the documents for the Contracts between the Wyoming Department of Health, Behavioral Health Division and Children’s Developmental Services of Campbell County.

Please have the appropriate individual(s) sign and date the Contract at their earliest convenience and return any and all documents to our office. In order to expedite this process, we have included a prepaid FedEx return envelope.

Please recall the preference for an original signature is to sign in blue ink. Stamped signatures will not be accepted as an original signature and will delay the process.

If you have any questions about the Contract, please contact Nicole Gilbert, at judy.juengel2@wyo.gov or by phone at 307-777-5580.

Enclosed: Original Contracts
Attachment(s)
Prepaid FedEx Envelope
The following page(s) contain the backup material for Agenda Item: 9:25 Annual Contribution Agreement, University of Wyoming

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.
DATE: May 21, 2019

TO: Michelle Pierce, Campbell County Coordinator

FROM: Ann Roberson, Administrative Associate

SUBJECT: FY 2020 Annual Contribution Agreement(s)

Enclosed is a copy of the Annual Contribution Agreement for Campbell County/UWE personnel. Wyoming Legislature approved a cost of living allocation for state employees of approximately two percent. The increased amount will vary as it is based upon length of employment, base salary, and any increases throughout the year. This increase is scheduled to go into effect July 1, 2019.

In order to provide the county with an agreement as soon as possible, and taking into account the variance of salary increases per employee, we have added a two percent pay increase for County/UWE personnel and will make adjustments to the fourth quarter billing to reflect accurate balance adjustments.

Please have the contract signed by the Campbell County Commissioners and return it to me at the UW Extension State Office as soon as possible. I will secure the appropriate UW signatures and send you an executed copy to deliver to the commissioners.

The Annual Contribution Agreement for your county is as follows:
Campbell County 4-H Extension Educator, 100% benefited. County pays 50% of salary. Extension pays the balance of salary and benefits for FY20. The fringe benefit calculation is an estimated percentage that will be adjusted annually. The county will be billed quarterly by UW Extension.

<table>
<thead>
<tr>
<th>County</th>
<th>Employee</th>
<th></th>
<th>1st Qtr. - Due Oct. 2019</th>
<th>2nd Qtr. - Due Jan. 2020</th>
<th>3rd Qtr. - Due April 2020</th>
<th>4th Qtr. - Due June 2020</th>
<th>Yearly Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campbell</td>
<td>Fry, Kimberly</td>
<td>Salary</td>
<td>$ 5,407.50</td>
<td>$ 5,407.50</td>
<td>$ 5,407.50</td>
<td>$ 5,407.50</td>
<td>$ 21,630.00</td>
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<tr>
<td></td>
<td>4-H Ext Educator</td>
<td>Fringe</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
<td>$ 5,407.50</td>
<td>$ 5,407.50</td>
<td>$ 5,407.50</td>
<td>$ 5,407.50</td>
<td>$ 21,630.00</td>
</tr>
</tbody>
</table>

Campbell County 4-H Extension Educator, 100% benefited. County pays 100% of salary and benefits. The fringe benefit calculation is an estimated percentage that will be adjusted annually. The County will be billed quarterly by UW Extension.

<table>
<thead>
<tr>
<th>County</th>
<th>Employee</th>
<th></th>
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<th>4th Qtr. - Due June 2020</th>
<th>Yearly Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campbell</td>
<td>Robinson, Celeste</td>
<td>Salary</td>
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<td>$ 10,248.00</td>
<td>$ 10,248.00</td>
<td>$ 10,248.00</td>
<td>$ 40,992.00</td>
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<tr>
<td></td>
<td></td>
<td>Fringe</td>
<td>$ 4,007.00</td>
<td>$ 4,007.00</td>
<td>$ 4,007.00</td>
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<td>$ 16,028.00</td>
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<td>Total</td>
<td>$ 14,255.00</td>
<td>$ 14,255.00</td>
<td>$ 14,255.00</td>
<td>$ 14,255.00</td>
<td>$ 57,020.00</td>
</tr>
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</table>

If you have any questions please contact me.
ANNUAL COMPENSATION AGREEMENT

This Annual Compensation Agreement ("Agreement") is made and entered into by and between the University of Wyoming ("University") and the Commissioners of Campbell County ("County").

WHEREAS, under the Federal Smith-Lever Act of 1914, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the County desires an Extension professional to assist and encourage the development of 4-H Youth Development Programming (position currently held by Celeste Robinson); and

WHEREAS, the University employs such Extension professionals; and

WHEREAS, the University contributes salary and employer paid benefits in the amount of $00.00; and

WHEREAS, the University and the County have entered into a Memorandum of Understanding dated July 1, 2017.

NOW THEREFORE, the parties agree as follows:

1. Payment. In return for the above services, which shall be done and directed under the supervision of the Director of the University of Wyoming Extension, the County will contribute $57,020.00 annually to the University of Wyoming Extension. The County agrees to make payments to the University as follows: Four payments of $14,255.00 due in October 2019, and January, March, and June 2020.

2. Term and termination. The term of this Agreements shall commence on July 1, 2019 and shall remain in full force and effect until June 30, 2020, unless terminated by written mutual consent of both parties. In the event this Agreement is terminated, the University will return unused funds contributed by the County.

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.
Board of County Commissioners, **Campbell County**

__________________________  _______________________
Chairman                  Date

__________________________  _______________________
Director, University of Wyoming Extension  Date

__________________________  _______________________
Dean, College of Agriculture and Natural Resources  Date
University of Wyoming
ANNUAL COMPENSATION AGREEMENT

This Annual Compensation Agreement ("Agreement") is made and entered into by and between the University of Wyoming ("University") and the Commissioners of Campbell County ("County").

WHEREAS, under the Federal Smith-Lever Act of 1914, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the County desires an Extension professional to assist and encourage the development of 4-H Youth Development Programming (position currently held by Kimberly Fry); and

WHEREAS, the University employs such Extension professionals; and

WHEREAS, the University contributes salary and employer paid benefits in the amount of $38,545.00; and

WHEREAS, the University and the County have entered into a Memorandum of Understanding dated July 1, 2017.

NOW THEREFORE, the parties agree as follows:

1. Payment. In return for the above services, which shall be done and directed under the supervision of the Director of the University of Wyoming Extension, the County will contribute $21,630.00 annually to the University of Wyoming Extension. The County agrees to make payments to the University as follows: Four payments of $5,407.50 due in October 2019, and January, March, and June 2020.

2. Term and termination. The term of this Agreements shall commence on July 1, 2019 and shall remain in full force and effect until June 30, 2020, unless terminated by written mutual consent of both parties. In the event this Agreement is terminated, the University will return unused funds contributed by the County.

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.
Board of County Commissioners, Campbell County

Chairman

Date

Director, University of Wyoming Extension

Date

Dean, College of Agriculture and Natural Resources
University of Wyoming

Date
The following page(s) contain the backup material for Agenda Item: 9:30 Board Appointment, Country Living Acres ISD

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.
MEMORANDUM

TO: Sandra Beeman  
County Commissioners Office

FROM: Kendra R. Anderson  
Deputy County Clerk

DATE: May 28, 2019

RE: Country Living Acres Improvement and Service District

Attached to this memo is a request from Country Living Acres Improvement and Service District to appoint Greg Thomas to their Board of Directors. Please place this request on the Commissioners June 4, 2019 regular meeting agenda. I will be presenting.

Mr. Thomas was unable to take the oath in the time frame required and needs to be appointed again by the Board of Commissioners until the next election in November 2020.

Please contact me if you need more information.

cc: Carol Seeger
May 28, 2019

Bob Jordan
#30 Hereford Drive
Gillette Wyoming 82717

Campbell County Commissioners
500 South Gillette Ave. Ste. 1100
Gillette Wyoming 8271

Campbell County Commissioners:

   I would like to request an appointment with the commissioners to have the
   following board members of the Country Living Acres Improvements and Service
   District appointed so we can be back in compliance as a district.

Greg Thomas – 2 Year Term

   At your earliest convenience, please inform me if this action is possible and
   when it may take place. I can be contacted by phone at (307) 689-5875 or e-mail
   at rgjordanwyo@yahoo.com.

Thank you

Bob Jordan
The following page(s) contain the backup material for Agenda Item: 9:35 Subdivision Improvement Agreement & Letter of Credit

*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. Comments related to the Board agenda will be heard first.
Memorandum  Department of Public Works

TO:  Campbell County Board of Commissioners

FROM:  Megan Nelms, AICP, Planner and Zoning Administrator

DATE:  June 4, 2019

SUBJECT:  Rocky Butte Industrial Park
          Subdivision Improvement Agreement & Letter of Credit Extension

Case Number:  17.03 COMP

Summary:  The applicant respectfully requests an extension of time in which to complete the requisite subdivision improvements; which requires a revised Subdivision Improvement Agreement and a newly-issued Irrevocable Letter of Credit.

Attached please find the revised Improvement Agreement and a copy of the extended Irrevocable Letter of Credit.

Staff Recommendation:  Staff recommends APPROVAL of the request.
05/17/19

City of Gillette
Engineering/Planning
2nd Floor, City Hall
201 E. 5th St.
Gillette, WY 82716
Phone: (307) 686-5265

To Whom It May Concern,

High Plains Builders is requesting an extension for the improvement agreement for Rocky Butte Industrial Park; 10627 & 10621 Highway 59.

An updated letter of credit has been requested from First National Bank of Gillette.

Sincerely,

Tony Wille
Owner
High Plains Builders
PO BOX 2796
Gillette, WY 82717
307-257-2352
SUBDIVISION IMPROVEMENTS AGREEMENT

AGREEMENT RELATING TO
COMPLETION OF IMPROVEMENTS IN THE
SUBDIVISION

THIS AGREEMENT, entered into as of the ___17th___ day of ___May___, 2019, by and between the BOARD OF CAMPBELL COUNTY COMMISSIONERS, CAMPBELL COUNTY, WYOMING (hereinafter called "County"), and ___Tony Wille___ hereinafter called "Subdivider".

WITNESSETH:

1. That the Subdivider has submitted to the County for approval an application for a subdivision permit and a subdivision plat of the ___Rocky Butte Industrial Park___ Subdivision; and

2. That certain improvements are required by the Campbell County Subdivision Regulations, (hereinafter called "regulations"), to be installed by the Subdivider; and

3. That the Subdivider is required by the regulations to install or guarantee the installation of all required public improvements according to plans and specifications approved by the County Engineer and the Wyoming Department of Environmental Quality prior to approval of the subdivision plat; and

4. That the amount of the guarantee is based on an estimate made by the County Engineer and is in an amount not less than 125% of the estimated cost of all required public improvements remaining to be installed and approved; and

5. That the Subdivider has furnished to the County a guarantee of the proper installation of public improvements in the following form: An Irrevocable Letter of Credit, Number 238527 from the ___First National Bank of Gillette___ in the amount of dollars ($24,863.00). That the expiration date of the Letter of Credit is no less than 120 days after the date of completion of the improvements as specified herein.

NOW THEREFORE, the parties do mutually agree as follows:

1. All public improvements shall be designated on Exhibit "A" to this contract, attached hereto and incorporated herein by this reference, and being a list of the required improvements and Engineer's estimate of construction costs as approved by the County Engineer, shall be constructed and completed by the Subdivider according to the plans and specifications prepared by , and approved by and recognized as paid for by the County Engineer as hereinafter provided.

2. All improvements designated on Exhibit "A" shall be installed, constructed, completed and paid for by the Subdivider within ___six___ (6) months of the date hereof. All construction shall be performed in a good and workmanlike manner in accordance with all applicable County and State Standards, rules and regulations governing such construction.

3. The subdivider shall inform the County Engineer at least once a month as to the progress of construction, shall give written notice to the County Engineer of completion of improvements or categories thereof and shall cooperate in the reasonable inspection of improvements by the County Engineer.

4. Within 21 days after receipt of the above notice of completion, the County Engineer shall inspect the improvements to which the notice of completion applies and, within 21 days after receipt, give
the Subdivider either written notice of approval or written notice of disapproval and corrective action required. Upon completion of corrective action, then notice, inspection and approval or disapproval of the same shall be required in a like manner as above. Written notice of approval of the County Engineer of an improvement or corrective action, or failure of the County Engineer to inspect, approve or disapprove the same within 21 business days from receipt of the compliance notice, shall constitute approval by the Board of Campbell County Commissioners of the completed improvements or corrective action under the terms of this agreement.

5. The estimated cost of constructing the public improvements is agreed to be that set forth in Exhibit "A". The Irrevocable Letter of Credit, Number __238527___ from the ___First National Bank of Gillette___ in the amount of ___Twenty Four Thousand Eight Hundred Sixty Three and no/100___dollars ($__24,863__) is to guarantee that the funds are available for the completion of the public improvements described in Exhibit "A". Upon completion of all public improvements and approval of the public improvements by the County Engineer, this agreement shall become null and void and of no force and effect in which event the Irrevocable Letter of Credit shall be returned to the Subdivider.

If the improvements are not completed and approved on or before the end of the contract period, then the County shall take action necessary to obtain funds from the Irrevocable Letter of Credit to complete the described improvements and to recover the cost thereof including the administrative costs incurred as a result of the failure of timely completion.

In the event the amount of the Irrevocable Letter of Credit is not sufficient to complete the improvements as designated in Exhibit "A" to the approval of the County Engineer then the Subdivider shall be liable for any such insufficiency. In the event the County does bring legal action to enforce such liability, then, it shall be entitled to all its cost of suit and reasonable attorney fees. The liability of the institution issuing the Irrevocable Letter of Credit shall not exceed the face amount thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate each of which is deemed an original, as to the date first above written.

BOARD OF COUNTY COMMISSIONERS

______________________________
Chairman

ATTEST: _________________________
County Clerk

SUBDIVIDER: _____________________

(Corporate seal and notary)
STATE OF WYOMING  

COUNTY OF CAMPBELL

The foregoing instrument was acknowledged before me by Tony Wille, this 17th day of May, 2019.

Witness my hand and official seal.

Notary Public

My Commission Expires: January 14, 2023
## ADDENDUM "A"
Summary and Engineer’s Estimate of Costs of Required Public Improvements for Rocky Butte Industrial Park, as approved by the County Engineer.

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<td>EA 1 $250.00 $250</td>
</tr>
<tr>
<td>Unclassified Exc. Above Subgrade (Drainage Ditch)</td>
<td>C.Y. 2500 $4.00 $10,000</td>
</tr>
<tr>
<td>Topsill R&amp;R</td>
<td>C.Y. 3000 $1.50 $4,500</td>
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<tr>
<td>Seeding</td>
<td>ACRES 3.6 $450.00 $1,620</td>
</tr>
<tr>
<td>Straw Mulch</td>
<td>TONS 7.2 $350.00 $2,520</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$19,890</strong></td>
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PREPARED BY: [Signature] 2/8/18

Engineer Wyo. P.E. No. 5732 Date

APPROVED BY: [Signature] Feb 28 2018

County Engineer Date
IRREVOCABLE LETTER OF CREDIT #238527

Issuer: First National Bank of Gillette

Date of Issue: February 9, 2018

Date of Expiration: December 9, 2019

Customer: Anthony Wille

Amount: $24,863.00

Beneficiary: Campbell County Board of Commissioners
500 S. Gillette Avenue, Suite #1400
Gillette, WY 82716

Gentlemen:

Please be advised that First National Bank of Gillette, by this letter, hereby extends the expiration date of the above mentioned Letter of Credit No. 238527 to December 9, 2019.

All other terms and conditions of Letter of Credit No. 238527 remain in full force and effect.

Sincerely,

[Signature]

Brian Ailts
Vice President
AGREEMENT RELATING TO
COMPLETION OF IMPROVEMENTS IN THE
SUBDIVISION

THIS AGREEMENT, entered into as of the 20th day of February, 2018, by and
between the BOARD OF CAMPBELL COUNTY COMMISSIONERS, CAMPBELL COUNTY, WYOMING
(hereinafter called "County"), and Anthony Wille (hereinafter called "Subdivider").

WITNESSETH:

1. That the Subdivider has submitted to the County for approval an application for a subdivision permit
and a subdivision plat of the Rocky Butte Industrial Park; and

2. That certain improvements are required by the Campbell County Subdivision Regulations,
(hereinafter called "regulations"), to be installed by the Subdivider; and

3. That the Subdivider is required by the regulations to install or guarantee the installation of all
required public improvements according to plans and specifications approved by the County
Engineer and the Wyoming Department of Environmental Quality prior to approval of the
subdivision plat; and

4. That the amount of the guarantee is based on an estimate made by the County Engineer and is in an
amount not less than 125% of the estimated cost of all required public improvements remaining to
be installed and approved; and

5. That the Subdivider has furnished to the County a guarantee of the proper installation of public
improvements in the following form: An Irrevocable Letter of Credit, Number #238527 from First
National Bank of Gillette in the amount of dollars ($24,863.00). That the expiration date of the
Letter of Credit is no less than 120 days after the date of completion of the improvements as
specified herein.

NOW THEREFORE, the parties do mutually agree as follows:

1. All public improvements shall be designated on Exhibit "A" to this contract, attached hereto and
incorporated herein by this reference, and being a list of the required improvements and Engineer’s
estimate of construction costs as approved by the County Engineer, shall be constructed and
completed by the Subdivider according to the plans and specifications prepared by
, and approved by and recognized as paid for by the County Engineer as hereinafter provided.

2. All improvements designated on Exhibit "A" shall be installed, constructed, completed and paid for
by the Subdivider within eighteen (18) months of the date hereof. All construction shall be
performed in a good and workmanlike manner in accordance with all applicable County and State
Standards, rules and regulations governing such construction.

3. The Subdivider shall inform the County Engineer at least once a month as to the progress of
construction, shall give written notice to the County Engineer of completion of improvements or
categories thereof and shall cooperate in the reasonable inspection of improvements by the County
Engineer.

4. Within 21 days after receipt of the above notice of completion, the County Engineer shall inspect
the improvements to which the notice of completion applies and, within 21 days after receipt, give
the Subdivider either written notice of approval or written notice of disapproval and corrective
action required. Upon completion of corrective action, then notice, inspection and approval or disapproval of the same shall be required in a like manner as above. Written notice of approval of the County Engineer of an improvement or corrective action, or failure of the County Engineer to inspect, approve or disapprove the same within 21 business days from receipt of the compliance notice, shall constitute approval by the Board of Campbell County Commissioners of the completed improvements or corrective action under the terms of this agreement.

5. The estimated cost of constructing the public improvements is agreed to be that set forth in Exhibit "A". The Irrevocable Letter of Credit, #238527 from First National Bank of Gillette in the amount of Twenty Four Thousand Eight Hundred Sixty Three dollars ($24,863.00) is to guarantee that the funds are available for the completion of the public improvements described in Exhibit "A". Upon completion of all public improvements and approval of the public improvements by the County Engineer, this agreement shall become null and void and of no force and effect in which event the Irrevocable Letter of Credit shall be returned to the Subdivider.

If the improvements are not completed and approved on or before the end of the contract period, then the County shall take action necessary to obtain funds from the Irrevocable Letter of Credit to complete the described improvements and to recover the cost thereof including the administrative costs incurred as a result of the failure of timely completion.

In the event the amount of the Irrevocable Letter of Credit is not sufficient to complete the improvements as designated in Exhibit "A" to the approval of the County Engineer then the Subdivider shall be liable for any such insufficiency. In the event the County does bring legal action to enforce such liability, then, it shall be entitled to all its cost of suit and reasonable attorney fees. The liability of the institution issuing the Irrevocable Letter of Credit shall not exceed the face amount thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate each of which is deemed an original, as to the date first above written.

BOARD OF COUNTY COMMISSIONERS

ATTEST:  
[Signatures]

Chairman

County Clerk

SUBDIVIDER:  

STATE OF WYOMING  

COUNTY OF CAMPBELL  

The foregoing instrument was acknowledged before me by [Signature], this 18 day of February, 2012.

Witness my hand and official seal.

My Commission Expires:

[Stamp]
**ADDENDUM "A"**

Summary and Engineer's Estimate of Costs of Required Public Improvements for Rocky Butte Industrial Park, as approved by the County Engineer.

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<tr>
<td>C.Y.</td>
<td>2500</td>
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<tr>
<td>Topsoil R&amp;R</td>
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<td>C.Y.</td>
<td>3000</td>
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<td>TONS</td>
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</table>

PREPARED BY:  
Robert Lieventhal  2/8/18  
Engineer  Wyo. P.E. No. 5732  Date

APPROVED BY:  
Clark McArthur  Feb 28 2018  
County Engineer  Date
IRREVOCABLE LETTER OF CREDIT #238527

Issuer: First National Bank of Gillette

Date of Issue: 02/09/2018

Date of Expiration: 06/09/2019

Customer: Anthony Wille

Amount: $24,863.00

Beneficiary: Campbell County Board of Commissioners
              500 S. Gillette Avenue, Suite #1400
              Gillette, WY 82716

Gentlemen:

We hereby establish this irrevocable Letter of Credit in your favor for one or more drawings up to $24,863.00 (TWENTY FOUR THOUSAND EIGHT HUNDRED SIXTY THREE AND 00/100 United States Dollars). This Letter of Credit is payable at First National Bank of Gillette, 319 South Gillette Avenue, Gillette, WY 82716 and expires with our close of business on June 9, 2019.

We hereby undertake to honor your sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with the Letter of Credit and confirmation, if any, at the office specified in paragraph one of this Letter of Credit on or before the expiration date. This Letter of Credit is for grading at Rocky Butte Industrial Park.

This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Campbell County Board of Commissioners in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.
This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 and, to the extent not inconsistent therewith, to the laws of Wyoming.

If this Letter of Credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Signature]

Brian Ailts
Vice President
Permit to Construct Part 2 of 3: Approval

Project name: Rocky Butte drainage ditch

Permit # 20180209 Date Issued Feb 9, 2018

This Permit hereby authorizes (Owner name) Tony Wille to construct (project description) 1500 ft of drainage ditch located in (project location) T49N R 71W sec 19 W1/2 SW 1/4

according to the procedures and conditions of the permit application and supporting drawings and documents dated (date of application) Feb 7, 2018

This permit shall be effective for a period of one (1) year from the date of issuance of this permit.

The issuance of this permit provides that Campbell County has evaluated and determined that the application meets minimum applicable construction and design standards. The compliance with construction standards and the operation and maintenance of the facility to meet the applicants engineers design is the responsibility of the applicant, owner or operator.

Nothing in this permit constitutes an endorsement of the construction or the design of the facility described herein. This permit indicates only that standards of design and construction required by the Construction Specifications and Design Standards have been met. The County assumes no liability for, and does not in any way guarantee the performance of, the permittee in the exercise of its activities allowed under this permit. The permittee understands that it is solely responsible to any third parties for any liability arising from construction or operation of the facility described herein.

By the issuance of this permit, Campbell County does not in any way waive its sovereign immunity. The permittee shall allow the authorized representatives from the Department of Environmental Quality, Water Quality Division, and Campbell County, upon the presentation of credentials and during working hours, to have access to inspect the facilities at the above locations for the purpose of compliance with the provisions of this construction permit.
Nothing in this permit shall be construed to preclude the installation or any legal action or relieve the permittee from any responsibilities, liabilities or penalties established pursuant to any applicable State or County law or regulation.

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State or Local laws or regulations.

Permit conditions:

- Notifications must be made to Campbell County 48 hours prior to the beginning of construction
- Project schedule and contractor contact name(s) and phone numbers(s) must be provided
- Improvements must be constructed per the approved drawings and specifications. Any variances must be approved by Campbell County Public Works prior to construction of those items
- Construction materials testing is required as described in the approved Testing document. A summary of the testing results must be submitted by Engineer responsible for testing prior to permit closeout
- Project Engineer or his subordinate must be onsite during construction a sufficient amount of time to be thoroughly knowledgeable of the quality and progress of construction and to verify that construction is completed according to the approved drawings and specifications. A construction inspection summary report with photographs must be submitted by the Project Engineer prior to permit closeout
- Record drawings to be provided to Campbell County Public Works on Mylar, and in electronic DXF format, within 30 days of completion of construction and prior to permit closeout

Additional conditions (those that apply will be marked)

☐ An approved construction signage and traffic control plan will be required that meets current MUTCD standards. For any road closures, appropriate authorities must be notified 48 hours in advance.

☐ Electrical, plumbing and building permits and subsequent inspections are required per Campbell County Chapter 4 Rules Regulating Construction. Please contact Campbell County Public Works-Building Division for these permits.

☐ SWPPP required through DEQ for this project

☐

Authorized by:  
Clark Melinkovich  Engineer III
Permit to Construct Part 1 of 3: Application

ROCKY BUTTE INDUSTRIAL PARK

Project name

<table>
<thead>
<tr>
<th>Project Location and Description</th>
<th>Location: W1/2 SW1/4 Section 19, T49N, R71W</th>
</tr>
</thead>
<tbody>
<tr>
<td>(include approximate lengths of roads and pipelines and volumes for excavation and embankment)</td>
<td>Subdivide 19.63 acres into two industrial lots access WY Highway 59 at an existing highway access point. Construction of 1500 l.f. of drainage swale is required to pass 25 and 100 year storm safely through the property. Approximate volume of excavation is 2500 c.y.</td>
</tr>
</tbody>
</table>

Check the box for the type of permit being applied for. General requirements are listed below each permit type.

☐ Grading Only
- Scaled Site Plan showing limits of construction, property lines, existing and proposed contours, existing utilities and locations, north arrow and location and name of access road or street
- Basic information related to Wyoming DEQ SWPPP (storm water pollution prevention plan) and the BMP's (best management practices) proposed for the site, including re-vegetation plan
- Other project specific information as requested from Campbell County Public Works

☐ Rural Local (Subdivision) Roads and/or Drainage Improvements
- Drainage report by Wyoming PE, using Appendix 7 of Campbell County Chapter 6 Subdivision Regulations as an outline
- Road design by Wyoming PE per Campbell County Chapter 6 Subdivision Regulations
- Testing Document that lists materials testing requirements (frequency and tolerances) for the project. Testing requirements may come from current City of Gillette, WYDOT, or Wyoming Public Works specifications, or may be established by the design engineer and approved by Public Works
- Construction drawings and specifications for the project. Drawings to be at a legible scale and shall include plan, profile, and cross section view of the proposed improvements. Existing utilities and property lines shall also be shown. Submit 3 copies
- Basic information related to Wyoming DEQ SWPPP (storm water pollution prevention plan) and the BMP's (best management practices) proposed for the site, including re-vegetation plan
- Other project specific information as requested from Campbell County Public Works
Rural Arterial System (State Highway), Major Collector (Paved County Highways), and Minor Collector (gravel county Highways)
- Road design per Campbell County Road Manual
- Follow all requirements and processes identified in the Campbell County Road Manual
- Other project specific information as requested from Campbell County Public Works

Publicly Owned Public Water System/Community Water System
- Water system design must be completed by a Wyoming PE
- Public Water systems- Design must meet all current Wyoming DEQ Regulations
- Community Water systems- Design must meet all current Wyoming DEQ Regulations except as modified by Campbell County Chapter 4 Rules Regulating Construction
- Engineering design report as described in Wyoming DEQ Chapter 12 Section 6
- Plans and Specifications as described in Wyoming DEQ Chapter 12 Section 7
- Copies of SGO well permit(s) or documentation from water supplier that permits are current
- Testing Document that lists materials (soils, concrete, etc.)/infrastructure (pressure, bacteria, etc.) testing requirements (frequency and tolerances) for the project. Testing requirements may come from current City of Gillette, WYDOT, or Wyoming Public Works specifications, or may be established by the design engineer and approved by Public Works
- Basic information related to Wyoming DEQ SWPPP (storm water pollution prevention plan) and the BMP’s (best management practices) proposed for the site, including re-vegetation plan
- Other project specific information as requested from Campbell County Public Works

Publicly Owned Sewage Collection Facility
- Sewage Collection system design must be completed by a Wyoming PE and must meet all current Wyoming DEQ Regulations
- Engineering design report as described in Wyoming DEQ Chapter 11 Section 6
- Plans and Specifications as described in Wyoming DEQ Chapter 11 Section 7
- Testing Document that lists materials (soil compaction, concrete, etc.)/infrastructure (pressure, light, mandrel, etc.) testing requirements (frequency and tolerances). Testing requirements may come from current City of Gillette, WYDOT, or Wyoming Public Works Specifications, or may be derived by the design engineer and approved by Public Works
- Basic information related to Wyoming DEQ SWPPP (storm water pollution prevention plan) and the BMP’s (best management practices) proposed for the site, including re-vegetation plan
- Other project specific information as requested from Campbell County Public Works
Project Owner

Name: Tony Wille

Contact Information
(address, phone numbers, email)

Tony Wille
P.O. Box 2796
Gillette, WY 82717-2796
Ph. (307) 257-7039

I am the Owner of this project (if Owner is a corporation or public entity I certify that I have authority to sign for the Owner and submit this application). I authorize the Engineer identified below to act on my behalf during the design and construction of the project and to give and receive correspondence. As Owner I have reviewed the project documents and am familiar with the design. I understand that as the permit applicant, I should remain involved during the permitting and construction process as I am ultimately responsible for the project and meeting any and all requirements of the permit.

Signature __________________________ Date ______________________

Project Engineer

Name: Robert P. Swanson

Contact Information
(address, phone numbers, email, Wyo PE #)

PCA Engineering, Inc.
Robert P. Swanson
P.O. Box 2185
Gillette, WY 82717-2185
Ph. (307) 687-0600
swansonr@pcaengsur.com
WY P.E. No. 5732

I certify that I am a licensed professional engineer in the state of Wyoming and have prepared these documents according to local and state regulations. I understand that I am responsible for following through with all requirements of this permit.

Signature __________________________ Date 2/7/18
# ADDENDUM "A"

Summary and Engineer's Estimate of Costs of Required Public Improvements for Rocky Butte Industrial Park, as approved by the County Engineer.

## IMPROVEMENTS

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</table>

PREPARED BY: Robert C. Lewance, Wyo. P.E. No. 5732

Date: 2/8/18

APPROVED BY: County Engineer

Date: 

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The following page(s) contain the backup material for Agenda Item: 9:40 Service Provider Agreement, Individual and Family Therapy

*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. Comments related to the Board agenda will be heard first.
CAMPBELL COUNTY JUVENILE & FAMILY DRUG COURT
INDIVIDUAL AND FAMILY THERAPY & MENTAL HEALTH
SERVICE PROVIDER AGREEMENT
Campbell County Board of Commissioners/Counseling Connections, LLC
Agreement No. 2019-2020

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

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

1. This Agreement shall be deemed to have commenced on July 1, 2019, and shall remain in full force and effect until June 30, 2020.

2. Provider shall be the primary individual and family therapy treatment provider for Program. Provider agrees to provide services in accordance with this Agreement and the Letter Proposal dated April 25, 2019, attached hereto and incorporated by this reference.

3. Provider shall bill monthly for services provided by a properly executed voucher presented to the Program Coordinator at 500 South Gillette Avenue, Suite B600, Gillette, Wyoming 82716, for review prior to approval and payment. Requests for payment shall not exceed the total sum of $50,000.00 (unless otherwise approved by the Management Committee) during the entire term of this Agreement.

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

5. To the fullest extent permitted by law, Provider agrees to indemnify and hold harmless the Program, Program Committee, Campbell County its elected and appointed officials, sponsors, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses, arising from or in connection with, this Agreement except to the extent liability is caused by the sole negligence or willful misconduct of the Program, Program Committee or Campbell County. Provider shall maintain Professional Liability or Errors and Omissions Liability insurance protecting against all claims arising from the Provider’s alleged...
or real professional errors, omissions, or mistakes in the performance of professional duties under this Agreement, with minimum limits of $1,000,000.00 each occurrence and $1,000,000.00 general aggregate. Provider acknowledges its understanding of this paragraph and realizes a potential financial obligation to the Program in the event of litigation.

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

7. General provisions:

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

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

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

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

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

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

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

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

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

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

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

_Individual and Family Therapy Service Provider Agreement_

Page 3 of 5
1. Program and Campbell County do not waive its Governmental Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, Program and Campbell County fully retain all immunities and defenses provided by law with regard to any action, whether in tort, agreement or any other theory of law, based on this Agreement.

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

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

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

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

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

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

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

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

CAMPBELL COUNTY BOARD OF COMMISSIONERS

BY: __________________________________________ Dated ______________________
  Rusty Bell, Chairman

COUNSELING CONNECTIONS, LLC

BY: __________________________________________ Dated 5/30/19
  Jamie Hurich, Partner

Individual and Family Therapy Service Provider Agreement
Page 5 of 5
April 25, 2019

To: Campbell County Juvenile and Family Drug Court
   500 S Gillette Ave.
   Gillette, WY 82718

Attention: Jim Lyon,

Counseling Connections is delighted to have the opportunity to continue to provide Mental Health Services to the participants of Campbell County Juvenile and Family Drug Court. We will offer Mental Health Assessments, individual Counseling, Family Counseling and Discharge Assessments as required.

Counseling Connections will continue to provide the same quality services to both the Juvenile and the Youth Intervention tracks of Campbell County Juvenile and Family Drug Court. Counseling Connections will not increase the cost per hour for our services through June 30, 2020. In addition to said Mental Health Therapy, Counseling Connections will continue to provide clinical representation to Staffing Meetings, Treatment Team Meetings, weekly Court Sessions, Case Management and other services when deemed necessary.

We look forward to another year of working with your fine organization. Campbell County Juvenile and Family Drug Court is one of Campbell County's greatest resources. We are honored to play a part in this much needed and highly respected program.

Sincerely,

Jamie Hurich MS, LPC, NCC
*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. Comments related to the Board agenda will be heard first.*
CAMPBELL COUNTY JUVENILE & FAMILY DRUG COURT
ADOLESCENT SUBSTANCE USE TREATMENT
SERVICE PROVIDER AGREEMENT
Campbell County Board of Commissioners/Youth Emergency Services, Inc.
Agreement No. 2019 – 2020

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

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

1. This Agreement shall be deemed to have commenced on July 1, 2019, and shall remain in full force and effect until June 30, 2020.

2. Provider shall be the adolescent substance use treatment provider for Program. Provider agrees to provide services in accordance with this Agreement and its Letter Proposal dated April 12, 2019, attached hereto and incorporated by this reference.

3. Provider shall bill monthly for services provided by a properly executed voucher presented to the Program Coordinator at 500 South Gillette Avenue, Suite B600, Gillette, Wyoming 82716, for review prior to approval and payment. Requests for payment shall not exceed the total sum of $25,000.00 (unless otherwise approved by the Management Committee) during the entire term of this Agreement.

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*Adolescent Substance Use Treatment Service Provider Agreement*  
*Page 2 of 5*
the parties to this Agreement that any provision herein may be severed from the Agreement as a whole.

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*Adolescent Substance Use Treatment Service Provider Agreement*

Page 3 of 3
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by giving written notice to the other party.

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

**Youth Emergency Services, Inc.**
Attention: Sherilyn England
905 North Gurley Avenue
Gillette, WY 82716

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

**CAMPBELL COUNTY BOARD OF COMMISSIONERS**

BY: ___________________________ Dated ___________________________
Rusty Bell, Chairman

**YOUTH EMERGENCY SERVICES, INC**

BY: ___________________________ Dated ___________________________
Sherilyn England, Executive Director
April 12, 2019

Attn: Juvenile Family Drug Court Board  
500 S. Gillette Ave.  
Gillette, WY 82716

To Whom It May Concern:

Youth Emergency Services, Inc. is submitting its intent to continue providing AIOIP (Adolescent Intensive Outpatient Program) to the Juvenile Family Drug Courts clients from July 1, 2019 to June 30, 2020 at the same rate with no changes. The Program anticipates serving between 3 to 6 JFDC clients on any given month.

COST PROPOSAL

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<tr>
<th>Client Intake</th>
<th>Initial intake and program orientation</th>
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<tr>
<td>Phase I Groups</td>
<td>6 hour per week, 32 group sessions minimum</td>
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<tr>
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<td></td>
<td>per hour</td>
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<td>Phase II Groups</td>
<td>3 hour per week, 20 group sessions minimum</td>
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<td>$65.22</td>
</tr>
<tr>
<td>Phase III Groups</td>
<td>1.5 hours per week, 10 group sessions minimum</td>
<td>$43.48</td>
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<td>per hour</td>
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<tr>
<td>Individual and Family</td>
<td>2 hours per month minimum, 7 months minimum</td>
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<tr>
<td>Therapy</td>
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<td>per hour</td>
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<td>Clinical staffing</td>
<td>1 hour week treatment team, 1 hr. week court staffing, 1 hr. week judicial review. Averaging 3 hours per week at $100 per hour, 52 weeks</td>
<td>$100</td>
</tr>
<tr>
<td>10 JFDC clients a year</td>
<td>Annual program cost</td>
<td>$40,000.00</td>
</tr>
</tbody>
</table>

Please contact me if you have any questions. The Y.E.S. House is looking forward to another successful year serving JFDC clients and helping them to be healthy and successful!

Sincerely,

Sherilyn England  
Executive Director  
Youth Emergency Services, Inc.
The following page(s) contain the backup material for Agenda Item: 9:50 Service Provider Agreement, Adult Substance Abuse Treatment

*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. Comments related to the Board agenda will be heard first.
THIS AGREEMENT is made and entered into between the Campbell County Juvenile and Family Drug Court-Court Supervised Treatment Program, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716 (Program), by and through the Campbell County Board of Commissioners and Personal Frontiers, Inc. P.O. Box 754 Gillette, Wyoming 82717 (Provider).

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1. This Agreement shall be deemed to have commenced on July 1, 2019, and shall remain in full force and effect until June 30, 2020.

2. Provider shall be the primary adult substance use treatment provider for Program. Provider agrees to provide services in accordance with this Agreement and its Letter Proposal dated April 10, 2019, attached hereto and incorporated by this reference.

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Adult Substance Use Treatment Service Provider Agreement
Page 1 of 5
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the parties to this Agreement that any provision herein may be severed from the Agreement as a whole.

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

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

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

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

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

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

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

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

**Personal Frontiers, Inc.**
Attention: Donna Morgan
P.O. Box 754
Gillette, WY 82717-0754

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

**CAMPBELL COUNTY BOARD OF COMMISSIONERS**

BY: ___________________________ Dated ___________________________
Rusty Bell, Chairman

**PERSONAL FRONTIERS, INC**

BY: ___________________________ Dated 5/29/19
Donna Morgan, Executive Director

*Adult Substance Use Treatment Service Provider Agreement*
*Page 5 of 5*
April 10, 2019

James Lyon
Juvenile & Family Drug Court.
500 South Gillette Avenue Suite B600
Gillette, WY 82716

Dear Mr. Lyon:

Please accept this letter as our proposal to continue providing services for Substance Abuse Treatment Services for the Juvenile & Family Drug Court "Youth Intervention Track" contract for the 2019/2020 fiscal year.

At this time Personal Frontiers is submitting a proposal to continue services that include the following tracks:

- Youth Intervention Track Chemical Abuse Treatment Track
- Youth Intervention Track Dependency Treatment Track

The attached cost proposal reflects the same cost as that of our 2018 contract.

Thank you for the opportunity to submit our proposal. We are pleased to be able to provide services to the Juvenile & Family Drug Court.

Sincerely,

Donna Morgan
Executive Director

Attachments:
- Services to be offered
- Staffing Pattern
- Cost Proposal
# COST PROPOSAL

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluation/Assessment (including paperwork)</td>
<td>As defined in Section C:100 of Scope of Work and Services to be provided</td>
<td>$150</td>
</tr>
</tbody>
</table>

*Estimated minimum potential costs are PER client based on a 24 week program.*

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Intake</td>
<td>Orientation</td>
<td>$75</td>
</tr>
<tr>
<td>Treatment Planning</td>
<td>Included</td>
<td>-</td>
</tr>
<tr>
<td>Family Program (If Needed)</td>
<td>Outside of Group $50/hour</td>
<td>$150</td>
</tr>
<tr>
<td>Individual Therapy</td>
<td>Billed @ $80/session (estimated 10 sessions)</td>
<td>$800</td>
</tr>
<tr>
<td>Young Adult OP Track</td>
<td>Billed @$50/hr (estimated 56 hours)</td>
<td>$2,800</td>
</tr>
<tr>
<td>Young Adult IOP Track</td>
<td>Billed @$50/hr (estimated 120 hours)</td>
<td>$6,000</td>
</tr>
<tr>
<td>Estimated Annual OP Cost</td>
<td>Potential cost per client based on 9 month program</td>
<td>$3,825</td>
</tr>
<tr>
<td>Estimated Annual IOP Cost</td>
<td>Potential cost per client based on 9 month program</td>
<td>$6,875</td>
</tr>
</tbody>
</table>

Other Cost:

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staffing</td>
<td>52 weeks @ 1/hr minimum/wk @ $60/hr</td>
<td>$3,120</td>
</tr>
<tr>
<td>Court Attendance</td>
<td>52 weeks @ 1/hr minimum/wk @ $60/hr</td>
<td>$3,120</td>
</tr>
<tr>
<td>Clinical Staffing</td>
<td>52 weeks @ 1/hr minimum/wk @ $60/hr</td>
<td>$3,120</td>
</tr>
</tbody>
</table>

For clients with insurance coverage, the insurance will be billed prior to any cost collectible from Campbell County Juvenile and Family Drug Court per family.

*Estimated cost are for a minimum 24 week program. Any extension of treatment beyond the twenty-four (24) week program or any additional hours provided within the minimum program proposed in this proposal will be additional time billed accordingly.*
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Duties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donna Morgan</td>
<td>Executive Director</td>
<td>- Oversee all administrative business &lt;br&gt; - Ensure grant compliance &lt;br&gt; - Directly supervise administrative staff &lt;br&gt; - Coordinate staff training</td>
</tr>
<tr>
<td>Shawna Arp</td>
<td>Office Manager</td>
<td>- Schedule client appointments &lt;br&gt; - Insurance Billing &lt;br&gt; - Grant Billing &lt;br&gt; - Collect, compile and input statistical data &lt;br&gt; - A/R and Insurance billing and collections</td>
</tr>
<tr>
<td>Marty Huckins MS, PAT #069</td>
<td>Clinical Supervisor</td>
<td>- Evaluations/Assessments &lt;br&gt; - Facilitates group, family programming and individual treatment. &lt;br&gt; - Attend clinical staffing when warranted</td>
</tr>
<tr>
<td>Kim Krogman</td>
<td>Case Manager</td>
<td>- Phase Change Appointments &lt;br&gt; - Client Education &lt;br&gt; - JFDC Liaison &lt;br&gt; - Attend JFDC Team Meetings &lt;br&gt; - Case management &lt;br&gt; - Attend clinical staffing</td>
</tr>
</tbody>
</table>
The following page(s) contain the backup material for Agenda Item: **9:55 CSBG Program 2020 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. Comments related to the Board agenda will be heard first.*
COMMUNITY SERVICES BLOCK GRANT (CSBG) PROGRAM
TRIPARTITE BOARD 2020 APPLICATION AND PLAN

Due May 10, 2019 at 5:00pm

Applications and all attachments must be submitted electronically in one PDF or ZIP file to regina.dodson1@wyo.gov and peyton.roth@wyo.gov

A. GENERAL AND SUMMARY INFORMATION

1. Name/Title of Proposed Project: Campbell County CARE Board CSBG Funding

2. Applicant: Campbell County CARE Board

   (In the case of a multi-county service area, please provide the name of the “lead” county or organization).

   Federal Tax ID#: 83-6000103
   DUNS # 071413140

   In the case of a multi-county service area, provide the names of all directly participating counties:

3. Person with Contract Signatory Authority. This person will be listed as Signature Authority in the contract.

   Name: Rusty Bell
   Mailing Address: 500 South Gillette Avenue, Suite 1100
   City/Zip: Gillette, WY 82716
   E-Mail Address: RRB01@ggov.net
   Title: Chairman, Campbell Co. Commissioners
   Phone: 307-687-6324
   Alt Phone: 307-660-7412

4. Designated Contact Person This person will be listed as Responsible Administrator and will receive all mailings for the application.

   Name: Bethany Raab
   Mailing Address: 500 South Gillette Avenue, Suite 1100
   City/Zip: Gillette, WY 82716
   E-Mail Address: BLR01@ccgov.net
   Title: Grants Specialist
   Phone: 307-687-6324
   Alt Phone:

5. Amount of CSBG Projected FFY2020 Allocation $ 210,719

6. Tripartite Board Mission Statement: Reduce poverty by allocating resources to human service agencies.

7. Project Description (Provide seven to ten sentences summarizing the Board goals and strategies that align with the CSBG mission to provide services that support individuals/families in becoming financially self-sufficient and the greater use of innovative and effective community-based approaches to address causes and effects of poverty within communities.

   The Campbell County CARE Board just recently completed their Needs Assessment and will undergo a strategic planning process to align its goals and strategies to their mission later this fiscal year. The completed Needs Assessment identified the top 5 needs of Campbell County as Food and Commodity Assistance; Utility Bills/Deposits Assistance; Rent and or Mortgage Assistance; Health Care (including dental, vision, medical care, prescription drug assistance, mental health, and substance abuse services). Subgrantees have made an application for funds that fit into the needs mentioned above. The CARE Board will review applications and determine whether or not the subgrantees projects fit into the needs identified in the Needs Assessment. Once the CARE Board has approved the subgrantees project, the Board will allocate resources to the subgrantee to utilize funds. The CARE Board will monitor the progress of the subgrantees every month to ensure that the services provided are efficient and are assisting in addressing poverty in the community.
B. CHECKLIST OF REQUIRED ITEMS

This checklist includes requirements for completing the Community Services Block Grant (CSBG) Application and Plan. Eligible entity should mark all items included in the submission.

<table>
<thead>
<tr>
<th>Submitted</th>
<th>Document Section</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>✗</td>
<td>A. General and Summary Information Page</td>
<td></td>
</tr>
<tr>
<td>✗</td>
<td>B. Completed Checklist of Required Items</td>
<td></td>
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<tr>
<td>✗</td>
<td>C. Tripartite Board Membership Roster</td>
<td></td>
</tr>
<tr>
<td>✗</td>
<td>D. Budget Summary</td>
<td></td>
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<tr>
<td>✗</td>
<td>E. 2020 Projects Approved by the Tripartite Board</td>
<td></td>
</tr>
<tr>
<td>✗</td>
<td>F. Project Information</td>
<td></td>
</tr>
<tr>
<td>✗</td>
<td>G. Community Needs Assessment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Includes analysis of information collected directly</td>
<td></td>
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<tr>
<td></td>
<td>from low-income individuals (1.2)</td>
<td></td>
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<tr>
<td></td>
<td>- Includes analysis of information from community</td>
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<tr>
<td></td>
<td>partners in assessing needs and resources (2.2)</td>
<td></td>
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<tr>
<td></td>
<td>- Includes data specific to poverty and its prevalence</td>
<td></td>
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<tr>
<td></td>
<td>related to (at a minimum) gender, age and race/</td>
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<td></td>
<td>ethnicity for service area (3.2)</td>
<td></td>
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<tr>
<td></td>
<td>- Includes both qualitative and quantitative data</td>
<td></td>
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<tr>
<td></td>
<td>(3.3)</td>
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<tr>
<td></td>
<td>- Includes key finding on the causes and conditions</td>
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<td></td>
<td>of poverty in service area (3.4)</td>
<td></td>
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<tr>
<td></td>
<td>- Reviewed and accepted by tri-partite board as</td>
<td></td>
</tr>
<tr>
<td></td>
<td>documented in board minutes (3.5)</td>
<td></td>
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<tr>
<td>✗</td>
<td>H. Strategic Plan</td>
<td></td>
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<tr>
<td></td>
<td>- Accepted by tri-partite board as documented in</td>
<td></td>
</tr>
<tr>
<td></td>
<td>board minutes (6.1)</td>
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<tr>
<td></td>
<td>- Addresses reduction of poverty, revitalization of</td>
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<tr>
<td></td>
<td>low-income communities, and/or empowerment of</td>
<td></td>
</tr>
<tr>
<td></td>
<td>people with low incomes to become more self-</td>
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<tr>
<td></td>
<td>sufficient (6.2)</td>
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<tr>
<td></td>
<td>- Contains family, agency and/or community goals (6.3)</td>
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<tr>
<td></td>
<td>- Customer satisfaction data and customer input is</td>
<td></td>
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<tr>
<td></td>
<td>included in process (6.4)</td>
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<tr>
<td>✗</td>
<td>I. Community Action Plan</td>
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<td></td>
<td>- Identify the strategies and services that will be</td>
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<tr>
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<td>provided to address the need, problem or situation.</td>
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<tr>
<td></td>
<td>- Description of the expected outcome for the client</td>
<td></td>
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<tr>
<td></td>
<td>or community.</td>
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<tr>
<td></td>
<td>- Projected number of clients and percentage of</td>
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<td></td>
<td>success expected.</td>
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<tr>
<td></td>
<td>- Description of the measurement tool and process</td>
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<tr>
<td></td>
<td>that will be used to determine success.</td>
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<tr>
<td></td>
<td>- Description of how coordination will occur with</td>
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<tr>
<td></td>
<td>other programs.</td>
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</tr>
<tr>
<td></td>
<td>- Description of how CSBG funds will be leveraged</td>
<td></td>
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<td></td>
<td>with other resources</td>
<td></td>
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<tr>
<td></td>
<td>- Description of any innovative initiatives being</td>
<td></td>
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<tr>
<td></td>
<td>undertaken.</td>
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<td></td>
<td>- Outcome-based, anti-poverty focused and ties</td>
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<td></td>
<td>directly to community needs assessment</td>
<td></td>
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<td></td>
<td>- Demonstrates full use of the ROMA cycle and use of</td>
<td></td>
</tr>
<tr>
<td></td>
<td>of a ROMA trained staff</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Accepted by tri-partite board as documented in</td>
<td></td>
</tr>
<tr>
<td></td>
<td>board minutes</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Submitted</th>
<th>Attachments</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>✗</td>
<td>1. Publication Notice of Public Hearing</td>
<td></td>
</tr>
<tr>
<td>✗</td>
<td>2. Public Hearing Minutes</td>
<td></td>
</tr>
<tr>
<td>✗</td>
<td>3. Detailed Budget and Narrative (Use form</td>
<td></td>
</tr>
<tr>
<td></td>
<td>provided.)</td>
<td></td>
</tr>
<tr>
<td>✗</td>
<td>4. System for Award Management (SAM) Registration</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Proof</td>
<td></td>
</tr>
<tr>
<td>✗</td>
<td>5. Proof of Insurance</td>
<td></td>
</tr>
<tr>
<td>✗</td>
<td>6. Signed Assurances</td>
<td></td>
</tr>
</tbody>
</table>
C. TRIPARTITE BOARD MEMBERSHIP ROSTER

Eligible Entity Type: ☒ Public Agency  ☐ Private CAA  ☐ Private Non-profit  ☐ Multi-County Service Agency

Total Seats per Agency Bylaws: 9  Total Current Vacant Seats: 0

Total Number of Seats Reserved for Each Sector: 3 Low Income  3 Elected Officials  3 Private Organizations

<table>
<thead>
<tr>
<th>Name</th>
<th>County Represented</th>
<th>Community/Group Represented</th>
<th>Date Seated</th>
<th>Current Term Expiration</th>
<th>Vacancy Date (If applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cara Mittleider</td>
<td>Campbell</td>
<td>Low Income</td>
<td>12/2016</td>
<td>12/2020</td>
<td></td>
</tr>
<tr>
<td>Brittany Bucholz</td>
<td>Campbell</td>
<td>Low Income</td>
<td>12/2016</td>
<td>12/2020</td>
<td></td>
</tr>
<tr>
<td>Michelle Butler</td>
<td>Campbell</td>
<td>Low Income</td>
<td>01/2019</td>
<td>01/2023</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>County Represented</th>
<th>Elected/Public Office Represented</th>
<th>Date Seated</th>
<th>Current Term Expiration</th>
<th>Vacancy Date (If applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sandy Lenz</td>
<td>Campbell</td>
<td>City of Gillette</td>
<td>10/2017</td>
<td>01/2021</td>
<td></td>
</tr>
<tr>
<td>Sarah Starks</td>
<td>Campbell</td>
<td>Town of Wright</td>
<td>01/2019</td>
<td>01/2023</td>
<td></td>
</tr>
<tr>
<td>Commissioner Robert Maul</td>
<td>Campbell</td>
<td>Campbell County</td>
<td>01/2019</td>
<td>01/2020</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>County Represented</th>
<th>Organization/Business Represented</th>
<th>Date Seated</th>
<th>Current Term Expiration</th>
<th>Vacancy Date (If applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michelle Geffree</td>
<td>Campbell</td>
<td>Appointed by Others, Dental Office</td>
<td>03/2016</td>
<td>01/2020</td>
<td></td>
</tr>
<tr>
<td>Tami Maher</td>
<td>Campbell</td>
<td>Appointed by Others, CPA</td>
<td>02/2018</td>
<td>01/2022</td>
<td></td>
</tr>
<tr>
<td>Jessica Gladson</td>
<td>Campbell</td>
<td>Appointed by Others, Parks and Rec</td>
<td>01/2019</td>
<td>01/2023</td>
<td></td>
</tr>
</tbody>
</table>
D. BUDGET SUMMARY

1. Please fill out the budget summary table, based on the CSBG projected FFY2020 amount.

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Provide the projected annual allocation given to you by the State CSBG Office.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG Program</td>
<td>FFY20 Projected Budget Amount</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$210,719.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses</th>
<th>List budget category subtotals from your detailed budget and narrative. Total must match projected allocation.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditures by Category</td>
<td>FFY20 Projected Budget Amount</td>
</tr>
<tr>
<td>Direct Costs (administrative)</td>
<td>$14,719.00</td>
</tr>
<tr>
<td>Sub-grantee (grants)</td>
<td>$196,000.00</td>
</tr>
<tr>
<td>Indirect Costs (If applicable)</td>
<td>$</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$210,719.00</td>
</tr>
</tbody>
</table>

Please attach a detailed budget with narrative on the budget table provided with application materials (Excel spreadsheet format).

2. I certify that CSBG funds will not be used for construction related expenses. 

3. I certify that CSBG funds will not be used for any type of political activity.

4. I certify that CSBG funds will be used in accordance with Uniform Guidance.

E. PROJECT ELIGIBILITY

The purpose of the CSBG program is to alleviate the causes and conditions of poverty in communities. Please select the Federal Objective(s) and National Goal(s) addressed in this application and plan.

1. Federal Objectives, as listed in IM152. (Select one or more objectives to be addressed in the Community Action Plan submitted.)

☐ Employment
☐ Education and Cognitive Development
☐ Income, Infrastructure, and Asset Building
X Housing
X Health and Social/Behavioral Development (includes Nutrition)
☐ Civic Engagement and Community Involvement
☐ Services Supporting Multiple Domains
☐ Linkages (e.g. partnerships that support multiple domains)
☐ Agency Capacity Building
☐ Other (e.g. emergency management/disaster relief)

2. National Goals, as listed in IM152. (Select one or more national goals to be addressed in the Community Action Plan submitted.)

Grantee will be expected to report on the results of all CSBG-funded programs in relation to these goals in the CSBG Annual Report/All Characteristics Report.

X Goal 1: Individuals and Families with low incomes are stable and achieve economic security.
☐ Goal 2: Communities where people with low incomes live are healthy and offer economic opportunity.
☐ Goal 3: People with low-incomes are engaged and active in building opportunities in communities.
F. 2020 Projects Approved by the Tripartite Board

<table>
<thead>
<tr>
<th>Name of Service Provider</th>
<th>Allocation Amount</th>
<th>DUNS#</th>
<th>Service Category &amp; if the Need is within TOP 5 as identified in CNA</th>
<th>Description of Project</th>
<th>Sub-grantee will focus on either Individual/Family, Agency or Community (may be more than 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Youth Emergency Services, Inc.</td>
<td>$25,000.00</td>
<td>106582992</td>
<td>Health and Social/Behavioral Development &amp; yes identified in CNA</td>
<td>See individual application for the description of the project.</td>
<td>Individual/Family</td>
</tr>
<tr>
<td>Gillette Abuse Refuge Foundation</td>
<td>$22,000.00</td>
<td>803611433</td>
<td>Housing &amp; yes identified in CNA</td>
<td>See individual application for the description of the project.</td>
<td>Individual/Family</td>
</tr>
<tr>
<td>Personal Frontiers</td>
<td>$31,000.00</td>
<td>835137266</td>
<td>Health and Social/Behavioral Development &amp; yes identified in CNA</td>
<td>See individual application for the description of the project.</td>
<td>Individual/Family</td>
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<tr>
<td>Gillette Reproductive Health</td>
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<td>078717275</td>
<td>Health and Social/Behavioral Development &amp; yes identified in CNA</td>
<td>See individual application for the description of the project.</td>
<td>Individual/Family</td>
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<tr>
<td>Council of Community Services</td>
<td>$90,000.00</td>
<td>940382443</td>
<td>Health and Social/Behavioral Development (Including Nutrition) &amp; yes identified in CNA</td>
<td>See individual application for the description of the project.</td>
<td>Individual/Family</td>
</tr>
</tbody>
</table>

G. PROJECT INFORMATION - If applying for Linkages only, indicate “not applicable” for questions 1-4 in this section and proceed to question 5. (Sub-grantee Specific)

1. Applicant must be able to demonstrate that customers of CSBG programs or services will be individuals and families living at 125% Federal Poverty Level or below. Describe how customer eligibility based on Federal Poverty Level is determined, evaluated and tracked for the purpose of CSBG program activities.

   The Campbell County CARE Board has shared the prepared policies and forms as provided by the CSBG Wyoming State Office with the subgrantees. The Board verifies information every month in the CAP60 database to make sure that clients meet the required poverty level. As the CARE Board does not provide direct services, please see the attached subgrantee applications for individualized responses.

2. If the proposed project requires customers to complete an application or there is a selection process (e.g., emergency assistance, human services program, etc.), describe what procedures will be used to ensure that customers receiving assistance will be selected through an open and equitable process and that greatest community needs are addressed.

   The Campbell County CARE Board has shared the prepared policies and forms as provided by the CSBG Wyoming State Office with the subgrantees. The Board verifies information every month in the CAP60 database to make sure that clients meet the required poverty level. As the CARE Board does not provide direct services, please see the attached subgrantee applications for individualized responses.

3. Please describe the board’s monitoring process and procedures that ensure the federal poverty level income requirement is being met. What is the projected monitoring schedule of sub-grantees?
Two members of the Campbell County CARE Board and the Liaison conduct onsite monitoring every year at each subgrantees location. During this site visit, two random months of data, invoices, bank records, and client files are reviewed for accuracy and completeness. The CARE Board members will fill out a site visit form and report their findings to the subgrantees before leaving the review.

4. If applying for Linkages, please describe how services provided will involve community partners, coordinate services and provide and evaluate community outcomes that address poverty. Please note that "information and referral" type services are not eligible as linkages. Rather, a coordinated and community-driven strategy to improve service delivery at the community level must be described and implemented.

Not applicable.

H. COMMUNITY NEEDS ASSESSMENT (Date of last CNA _05/2019___)

1. Describe the community needs assessment methods and process used to determine the needs to be addressed in this Community Action Plan. If serving multiple counties, describe how the community needs assessment process gathered information from all participating counties. Be sure to include how individuals with low-incomes, as well as, other community organizations contributed to this community needs assessment.

The Campbell County CARE Board prepared an RFP and chose Datacorp to prepare the Needs Assessment. The firm met with the CARE Board and the Liaison to determine the exact scope and needs for the assessment. Datacorp, with the assistance of the CARE Board, conducted focus group interviews of clients and providers and also a survey of clients and providers. Information was compiled and presented to the CARE Board on 05/21/19. The CARE Board met and determined from the Needs Assessment the top 5 needs as identified in the data. Later during this fiscal year, the CARE Board will hold a strategic planning event with Human Service Agencies in Campbell County and share the data compiled in the Needs Assessment.

2. Describe community demographic data specific to poverty and its prevalence related to (at a minimum) gender, age and race/ethnicity for the service area in this community needs assessment. Identify the source used to determine this information.

Demographic data, as identified in the Community Needs Assessment prepared by Datacorp indicates that Campbell County is 52% Male and 48% Female. The highest percentage of age in Campbell County falls between 25-44 years of age at 30.1%, with the next group 45-64 at 25.6%. Campbell County is predominately white at 97.2% with Hispanic/Latino next at 8.4%. The percentage of people living in Campbell County is 9.4%, which represents 4,349 people.

3. Describe how both qualitative and quantitative data were incorporated into the design and execution of the community needs assessment. Include the community resources available and those that are lacking, as identified in the community needs assessment. Identify any internal and external sources of data that were used in the process. Identify any barriers to data collection that were encountered in the process.

Both qualitative and quantitative data can be located in the Needs Assessment as prepared by Datacorp. Quantitative data results can be located in the survey results which were filled out either online or via paper and pen. Qualitative data results can be located in the focus group results which were conducted by Datacorp. The CARE Board is unaware of any barriers to data collection that were encountered by Datacorp.

4. Based on the results of the community needs assessment, what are the key causes and conditions of poverty in the service area? What are the needs or conditions (economic or otherwise) contributing to poverty in the community that this application and plan will address?

There are according to the Needs Assessments, three key emerging issues that have contributed to poverty in Campbell County. The first is a sharp increase in people who are aged 65 and older. These individuals live on a fixed income with little ability to absorb negative financial impacts. The second is an increase in poverty rates for children under the age of 18. The third is a large group of people who are financially stable but could easily become disadvantaged due to a negative change in economic status. Three main challenges face the economically vulnerable, and they fall into three categories- multigenerational risk factors, behavioral health issues, and educational underachievement. Many of these families have faced substance abuse, mental health, domestic violence, and educational deficits, causing poverty and dysfunction. The CARE Board's plan will take the challenges mentioned above into consideration by further clarifying the data provided which needs would help the low-income population in Campbell County.
5. How was customer satisfaction information and customer input included in the community needs assessment process?

Customer satisfaction played a huge role in the needs assessment process. The clients were involved in focus groups as well as surveys. The data collected after the focus group and the surveys make up the biggest portion of the data used to make the CARE Boards strategic plan.

I. STRATEGIC PLAN (3 YEARS) (Grantee)

1. What is the long-term vision for the utilization of CSBG funds in your county? How does this vision address reduction of poverty, revitalization of low-income communities, and empowerment of people with low incomes to become more self-sufficient?

The CARE Board will utilize information provided in the needs assessment from both clients and providers to construct a long term vision that assists low-income people in Campbell County. A strategic planning session will be held within the next couple of months. The CARE Board plans on inviting human service agencies as well as other key community players to assist them in making a long term plan for assistance to low-income individuals. The plan for this fiscal years grant application, due to the timing of the needs assessment, is to utilize CSBG funds for any of the top 5 identified needs and next fiscal year to ensure that each program fits into the long-term vision of the CARE Board.

2. What strengths, weaknesses, opportunities, and threats contribute to the Tripartite Board’s ability to achieve the long term vision indicated above? Strengths and weaknesses are internal to the organization. Opportunities and threats are external to the organization.

Please see the response to the question above. It unknown what the exact strengths, weaknesses, opportunities, and threats are at this time. This information will be determined during the strategic planning process. The CARE Board will provide their updated strategic planning documents to the CSBG office once completed.

3. What long-term family, agency, and community goals are addressed by the strategic plan?

Currently, all of the projects fall under Goal number 1- Individuals and Families with low incomes are stable and achieve economic security. The CARE Board would like to see a broader range of goals being met or attempted by the Human Service agencies, and they plan to address this further in their strategic planning process.

4. How were customer satisfaction information and customer input included in the strategic planning process?

During the strategic planning process, the CARE Board will involve the human services agency providers as well as the data collected in the needs assessment. Their input will be utilized during the strategic planning process as they are the providers of the services and most directly linked to obtaining customer satisfaction.

5. How are the goals in the strategic plan supported by your community action plan? How will progress be tracked towards the overall vision and goals expressed in your strategic plan?

The CARE Board has not held their strategic planning process. Once the strategic plan is set and in place, the CARE Board will monitor the progress of the subgrantees on a monthly basis. The CARE Board has assigned a board member as a liaison and that liaison will be in charge of ensuring that the subgrantee is meeting their goals throughout the year. This information will be relayed back to the CARE Board on a monthly basis and if at anytime the Board feels that a subgrantee is not going to meet their goal or have issues, the Board will look into assistance to help the subgrantees.

J. COMMUNITY ACTION PLAN

1. What specific strategies and services will be employed through the community action plan to address the needs identified in the community needs assessment?

Please refer to the attached subgrantees applications for more detailed information on this specific question.

YES House- Strategy identified is affordability and accessibility of mental health and substance abuse treatment of youth. Services to be provided are core treatment services, nurturing parent classes, nutrition education, life skills, mentoring, pregnancy prevention, wraparound, linkages to community services, artistic and cultural enrichment opportunities, and aftercare.

Gillette Abuse Refuge Foundation- assist 20 families and individuals with rent and or utilities, including deposits.

Gillette Reproductive Health- healthcare for low-income individuals.
Council of Community Services- provide food from food pantry and medical/dental vouchers.

Personal Frontiers- substance abuse treatment for low-income individuals.

2. Describe the **expected outcomes** for the customers or community that will be achieved. Include the projected number of unduplicated customers to be served and the projected success rate. Indicate whether each outcome is a family, agency, or community level outcome.

Please refer to the attached subgrantees applications for more detailed information on this specific question.

YES House- 30 youth will receive mental health and substance abuse services; 93% will complete this goal. This is a family level outcome.

Gillette Abuse Refuge Foundation- 20 families will receive rent/utility deposits. 11 families/individuals will receive rent and rent depositis only, 2 will receive utilities and utility deposits and 7 will receive rent and utility deposits. 100% will complete this goal. This is a family level outcome.

Gillette Reproductive Health- 115 women will receive well women exams and other preventative services. 100% will complete this goal. This is a family level outcome.

Council of Community Services- 2000 clients in the food pantry. 60 clients with medical/dental vouchers. 100% will complete this goal. This is a family level outcome.

Personal Frontiers- 30 clients to receive substance/alcohol abuse. 92% will complete this goal. This is a family level outcome.

3. How will success be measured? Include the outcome indicators, the data collection and/or measurement tool, the person(s) responsible for evaluation and the frequency of data collection and evaluation. Include both quantitative and qualitative evaluation techniques.

Please refer to the attached subgrantees applications for more detailed information on this specific question.

YES House- will utilize CAP60 database and other sources to track participants during and at 3, 6, and 12 months after discharge.

Gillette Abuser Refuge Foundation- CAP60 database and other sources to track participants at 90 and 180 days.

Gillette Reproductive Health- CAP60 database and other sources to track participants.

Council of Community Services- CAP60 database and other sources to track participants.

Personal Frontiers- CAP 60 database and other sources to track participants.

4. How is **Results Oriented Management and Accountability (ROMA)** – the 5-step process of assessment, planning, implementation, the achievement of results, and evaluation used? Describe the board achieves each of the five steps in the process.

The CARE Board is shown data from CAP60 on a monthly basis to show each subgrantees progress towards meeting their ROMA goals they set when submitting their application. The CARE Board does monitor the subgrantees every month and ensures each subgrantee has someone that has been ROMA trained and is knowledgeable on the process. The CARE Board’s Liaison is also ROMA Implementer Certified, so she is an additional resource when it comes to planning for the ROMA process. As the CARE Board does not provide direct services, please refer to the attached subgrantees applications for more detailed information on this specific question.

5. Names of those persons who have received a full day of ROMA training? Identify each as either Tripartite Board Member, CSBG Grants Manager, or sub-grantee agency staff.

Beth Raab- ROMA Implementer, CARE Board Liaison
Sandy Lenz- Board Member
Cara Mittlleder- Board Member
Michelle Geffre- Board Member
Michelle Butler- Board Member
Tatyana Walker- Sub-grantee
Margie McWilliams- Sub-grantee
Jennifer Anthony- Sub-grantee
Shawna Arp- Sub-grantee
Julie Price- Sub-grantee
Mikel Scott- Sub-grantee
Mary Campagna- Sub-grantee
Alena Gronewold- Sub-grantee
Official Board Action taken on

__________________________
Date

Submission of this form indicates official action by the applicant’s governing board authorizing application for these funds.

-----------------------------------------------------------------------------------

To the best of my knowledge and belief, statements and data in this application, including the attached tables and other documentation, are true and correct and the submission of same has been duly authorized by the governing body of the applicant/lead jurisdiction and other participating jurisdictions if any.

Public Entities:

__________________________
Signature, Chief Elected Official

__________________________
Name (typed or printed)

__________________________
Title

__________________________
Date

Private Entities:

__________________________
Signature, Board President

__________________________
Name (typed or printed)

__________________________
Title

__________________________
Date
edics and Spine, 18 Stocktrail, Suite A, Gillette.

CHILD CARE

Don't wait for your child to be ready for preschool. Just 4 Kids preschool and Daycare is now registering for fall. Call 686-5584 or 685-7210. 

LAWN CARE


Residential Fencing. 307-660-8667.

Bob Minor Painting and drywall repairs. 307-689-9462.

Mark Buchanan Excavating LLC. Complete site development, snow removal. 307-299-2272.

FORECLOSURE SALE NOTICE

WHEREAS, default in the payment of principal and interest has occurred under the terms of a Promissory Note (the "Note") dated October 20, 2001, to City Bank, 107 W. 4th St., Gillette, WY 82716, in the principal sum of $100,000, with interest at the rate of 6% per annum, due and payable on April 1, 2021; and

Public Hearing Announcement

The Campbell County CARE Board will hold a public hearing regarding the FFY2020 Community Services Block Grant Program Application. Campbell County's funding allocation for FFY2020 is $210,719.

Date: June 3, 2019
Time: 12:00 p.m.
Location: Campbell County Court House 500 S. Gillette Ave Gillette, Wyoming

Commissioners Chambers

Purpose: The purpose of this hearing is to provide an opportunity for the general public to provide input concerning the proposed use of Community Services Block Grant (CSBG) funds.

May 30, 2019

US CONSERVATION AT WYOMING

Land use Advisory Commission

Tues. 7-9 p.m. 

10. A.M. on TUESDAY, examination of the application for a permit to increase the size of the building at 123 Main St., Gillette, WY 82716, owned by John Doe.

TUESDAY, March 26, 2019

1. A.M. on TUESDAY, examination of the application for a permit to increase the size of the building at 123 Main St., Gillette, WY 82716, owned by John Doe.

TUESDAY, April 2, 2019

1. A.M. on TUESDAY, examination of the application for a permit to increase the size of the building at 123 Main St., Gillette, WY 82716, owned by John Doe.

TUESDAY, April 9, 2019

1. A.M. on TUESDAY, examination of the application for a permit to increase the size of the building at 123 Main St., Gillette, WY 82716, owned by John Doe.

TUESDAY, April 16, 2019

1. A.M. on TUESDAY, examination of the application for a permit to increase the size of the building at 123 Main St., Gillette, WY 82716, owned by John Doe.

TUESDAY, April 23, 2019

1. A.M. on TUESDAY, examination of the application for a permit to increase the size of the building at 123 Main St., Gillette, WY 82716, owned by John Doe.

TUESDAY, April 30, 2019

1. A.M. on TUESDAY, examination of the application for a permit to increase the size of the building at 123 Main St., Gillette, WY 82716, owned by John Doe.

TUESDAY, May 7, 2019

1. A.M. on TUESDAY, examination of the application for a permit to increase the size of the building at 123 Main St., Gillette, WY 82716, owned by John Doe.

TUESDAY, May 14, 2019

1. A.M. on TUESDAY, examination of the application for a permit to increase the size of the building at 123 Main St., Gillette, WY 82716, owned by John Doe.

TUESDAY, May 21, 2019

1. A.M. on TUESDAY, examination of the application for a permit to increase the size of the building at 123 Main St., Gillette, WY 82716, owned by John Doe.

TUESDAY, May 28, 2019

1. A.M. on TUESDAY, examination of the application for a permit to increase the size of the building at 123 Main St., Gillette, WY 82716, owned by John Doe.
Campbell County CARE Board  
(Community, Advocacy, Resources, Education)  
Reduce poverty by allocating resources to support human service agencies.

June 3, 2019 | SPECIAL MEETING

Present
☐ Commissioner Maul
☒ Sandy Lenz, Chair
☐ Jessica Gladson, Vice-Chair
☒ Tami Maher, Treasurer
☒ Cara Mittleider, Secretary
☒ Brittany Bucholz
☐ Michelle Butler
☒ Michelle Geffre
☒ Sarah Starks
☒ Beth Raab
☐

The meeting was called to order by Jessica Gladson at 12:08 p.m. in the Commissioner’s Meeting Room.

<table>
<thead>
<tr>
<th>Action Items</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG Allocation</td>
<td>Campbell County was allocated $210,719 for CSBG funding in the 19/20 fiscal year. 19/20 funding requests were received from Council, GARF, Personal Frontiers, YES House, and Gillette Reproductive Health – the total of the five agency’s funding requests were as follows:</td>
</tr>
<tr>
<td></td>
<td>Council: $90k (flat from 18/19)</td>
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<tr>
<td></td>
<td>GARF: $22k (flat from 18/19)</td>
</tr>
<tr>
<td></td>
<td>PFI: $31k (flat from 18/19)</td>
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<tr>
<td></td>
<td>YES: $30k (increase of $5k from 18/19)</td>
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<tr>
<td></td>
<td>GRH: $28k (flat from 18/19)</td>
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<tr>
<td></td>
<td>Total: $201k</td>
</tr>
</tbody>
</table>

The CARE Board discussed the requests and really emphasized how important it is for the requesting agencies to make sure they are utilizing the CAP60 database to its full potential and entering the required data by the due date each month. It was decided that the CARE Board would allocate itself $14,719 to pay for required travelRegistrations for upcoming conferences for CARE Board members, the dues/subscriptions for the CARE Board and receiving agencies. Then, at the end of the fiscal year, it is planned to take any unspent funds in the CARE Board’s allocation to hopefully reallocate to the 5 requesting agencies as needed.

There was a motion by Michelle G. to approve the funding requests to match the 18/19 approved allocations, where no
agency would receive an increase for the 19/20 fiscal year. COUNCIL: $90k, GARF: $22k, PFI: $31k, YES: $25k, GRH: $28k, CARE: $14,719. The motion was seconded by Cara. There was no discussion. The motion passed unanimously.

The meeting was adjourned at 12:53 p.m.
# Campbell County CARE Board 2020 CSBG Projects

<table>
<thead>
<tr>
<th>Project</th>
<th>Program Name</th>
<th>Estimated Clients to be Served</th>
<th>Amount Funded</th>
<th>Grant End Date</th>
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<tbody>
<tr>
<td>1</td>
<td>Campbell County CARE Board</td>
<td>0</td>
<td>$14,719.00</td>
<td>9/30/2020</td>
</tr>
<tr>
<td></td>
<td>Expenses to include membership dues, travel, training, and administrative time.</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td>Council of Community Services</td>
<td>3230</td>
<td>$90,000.00</td>
<td>9/30/2020</td>
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<tr>
<td></td>
<td>Provide low-income individuals with financial assistance for emergency dental services; emergency medical services; emergency food services.</td>
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<tr>
<td>3</td>
<td>Gillette Abuse Refuge Foundation</td>
<td>20</td>
<td>$22,000.00</td>
<td>9/30/2020</td>
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<tr>
<td></td>
<td>Provide Victims of Domestic Violence safe and affordable housing, utility assistance.</td>
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<td></td>
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<tr>
<td>4</td>
<td>Gillette Reproductive Health</td>
<td>115</td>
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<td>9/30/2020</td>
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<tr>
<td></td>
<td>Provide wellness exams to poverty-level female patients.</td>
<td></td>
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<tr>
<td>5</td>
<td>Personal Frontiers, Inc.</td>
<td>30</td>
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<td>9/30/2020</td>
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<tr>
<td></td>
<td>Provide substance abuse treatment to poverty-level individuals.</td>
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<tr>
<td>6</td>
<td>Youth Emergency Services, Inc.</td>
<td>30</td>
<td>$25,000.00</td>
<td>9/30/2020</td>
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<tr>
<td></td>
<td>Provide substance abuse and mental health treatment to poverty-level teenagers.</td>
<td></td>
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</tbody>
</table>

<p>| TOTALS  |                                      | 3425                           | $210,719.00    | 9/30/2020      |</p>
<table>
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<tr>
<th>Percentage:</th>
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<th>10%</th>
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<th>40%</th>
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<th>0%</th>
<th>6%</th>
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<tr>
<td></td>
<td>Education</td>
<td>Emergency Services</td>
<td>Employment</td>
<td>Health</td>
<td>Housing</td>
<td>Income Management</td>
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<td>$90,000</td>
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<td>Gillette Abuse Refuge Foundation</td>
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<td>$25,000</td>
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<tr>
<td>Totals</td>
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<td>$84,000</td>
<td></td>
<td>$91,000</td>
<td>$14,719</td>
<td></td>
<td></td>
<td></td>
<td>$210,719</td>
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</table>
A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

ALERT: June 11, 2018: Entities registering in SAM must submit a notarized letter appointing their authorized Entity Administrator. Read our updated FAQs to learn more about changes to the notarized letter review process and other system improvements.

ALERT: SAM.gov will be down for scheduled maintenance from Friday, June 14, 2019 at 9:00 AM until Monday, June 17, 2019 6:00 AM (EDT).

ALERT: CAGE is currently experiencing a high volume of registrations, and is working them in the order in which they are received. When your registration is assigned to a CAGE Technician, you will be contacted by CAGE, if necessary, for any additional information.

### Entity Dashboard

<table>
<thead>
<tr>
<th>Entity Overview</th>
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<tbody>
<tr>
<td>Entity Registration</td>
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<td>Core Data</td>
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<td>Assertions</td>
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<tr>
<td>Reps &amp; Certs</td>
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<tr>
<td>POCs</td>
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<tr>
<td>Exclusions</td>
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<td>Active Exclusions</td>
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<tr>
<td>Inactive Exclusions</td>
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</tr>
<tr>
<td>Excluded Family Members</td>
<td></td>
</tr>
</tbody>
</table>

**Campbell, County of**

**DUNS:** 071431149  **CAGE Code:** 4PA05

**Status:** Active  
**Expiration Date:** 11/07/2019  
**Purpose of Registration:** Federal Assistance Awards Only

### Entity Registration Summary

- **Name:** Campbell, County of  
- **Doing Business As:** Campbell County Treasurer  
- **Business Type:** US Local Government  
- **Last Updated By:** Rachael Knaus  
- **Registration Status:** Active  
- **Activation Date:** 11/07/2018  
- **Expiration Date:** 11/07/2019

### Exclusion Summary

**Active Exclusion Records? No**
WYOMING COMMUNITY SERVICES PROGRAM
SARAH GREEN
6101 YELLOWSTONE ROAD, SUITE 420
CHEYENNE, WY 82002

UNEMPLOYMENT INSURANCE CERTIFICATE OF GOOD STANDING

CERTIFICATE

NUMBER: 68474

ONLY VALID AS ISSUED TO: WYOMING COMMUNITY SERVICES PROGRAM

EFFECTIVE DATE: 6/3/2019

EXPIRATION DATE: 6/3/2020

PROJECT: CSBG

A review of the Division files indicates that CAMPBELL COUNTY is in compliance with the Wyoming Unemployment Insurance requirements as of the effective date shown above.

This certificate holds you, the recipient, harmless for unpaid Unemployment Insurance debt owed by the certified company during the period set forth above. If you continue to use CAMPBELL COUNTY after the expiration date of this certificate, you may be held liable for their unpaid Unemployment Insurance debt pursuant to Wyoming Statute 27-3-502(f).

CAMPBELL COUNTY
500 S GILLETTE AVE
STE 1600
GILLETTE, WY 82716
WORKERS' COMPENSATION CERTIFICATE OF GOOD STANDING

Mail Date: 6/3/2019
EXPIRATION DATE: 6/3/2020
Job Reference: CSBG

This is to certify that the above named employer is in compliance with the Wyoming Workers' Compensation Act. The account is in good standing as of the above date. Sole proprietors and partners are not eligible for coverage under the Wyoming Workers' Compensation Act if they do not employ regular employees.

Wyoming Workers' Compensation monthly/quarterly payroll reports shall be submitted and payments made on or before the last day of the month following the month for which the earnings are computed and paid.

In private work, a contractor is liable for the payment of Workers' Compensation premiums for the employees of any subcontractor, if the subcontractor primarily liable has not paid the premiums as provided in the Act, pursuant to Wyoming Statute 27-14-206. Contractors should request a Certificate of Good Standing from the subcontractor before making final settlement of the contract.

If you have any further questions or concerns, please contact our office at 307-777-6763.

Sincerely,

Office Support Specialist
Division of Workers' Compensation
Federal Funding Accountability and Transparency Act (FFATA)  
Subaward Reporting Criteria Sheet

Following is information to be used to determine which Federal funded obligations or subawards must be reported based on FFATA.

If the obligation is $25,000 or more and Section B (see below) is applicable, the obligation must be reported. If Section C is applicable, the obligation does not need to be reported. When uncertainty exists, refer to Section D below and consult with the grant program manager.

(B) Subrecipients. A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

1. Determines who is eligible to receive what Federal assistance;

2. Has its performance measured in relation to whether objectives of a Federal program were met;

3. Has responsibility for programmatic decision making;

4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and

5. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

(C) Contractors. A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the non-Federal entity receiving the Federal funds:

1. Provides the goods and services within normal business operations;

2. Provides similar goods or services to many different purchasers;

3. Normally operates in a competitive environment;

4. Provides goods or services that are ancillary to the operation of the Federal program; and

5. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

(D) Use of judgment in making determination. In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.
Subrecipients are not required to report FFATA if they reported less than $300,000 in gross income in the previous tax year.
Federal Funding Accountability and Transparency Act (FFATA)

Subaward Reporting Form

ATTENTION: To remain compliant with Federal reporting requirements, please complete and return this form to Wyoming Department of Health Grants, Attn: Shawn Ramage at shawn.ramage@wyo.gov for all applicable Federal funded subawards or obligations. NOTE: A subaward is a monetary award, made as a result of a Federal award to a grant recipient or contractor, to a subrecipient or subcontractor.

1. Subawardee Name: Campbell County Government
2. Subawardee Doing Business As Name: Campbell County Government
3. Subawardee’s DUNS #: 071413140
4. Subawardee Address:
   Street Address: 500 South Gillette Avenue, Suite 100
   City: Gillette
   State: Wyoming
   Zip + 4: 82716
   Congressional District: Wyoming at-large
5. Subawardee Parent DUNS # (if applicable): 
6. Amount of Subaward: $210,719
7. Subaward Obligation/Action Date: 
8. Program Name: Campbell County CARE Board CSBEs Funding
9. CFDA Program (grants) or NAICS code (contracts): 93.5609
10. Subaward Project Description:
    Community Services Block Grant (CSBS) Program
11. Subawardee Principal Place of Performance (address where subawardee performed the work or service):

Street Address: \underline{Same as mailing}

City: __________________________________________

State: _________________________________________

Zip + 4: _______________________________________  

Congressional District: \underline{Same}

12. Subaward Number: ____________________________

13: In the Subawardee's preceding completed fiscal year, did its business or organization (the legal entity to which the DUNS number it provided belongs) receive 80% or more of its annual revenues in US Federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements AND those Federal revenues were $25 million or more. Mark Yes or No Below:

Yes ☐

No ☑

14. If the answer to #13 is yes, provide the total compensation and names of the the entity's top five executives:

Total Compensation $ _____________________________

Names of Top Five Executives:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

15. If the Subawardee's compensation information is classified, which means that it is exempt from reporting, please explain.

\underline{No}
The Community Services Block Grant grantee and service provider agrees to the following Community Services Block Grant (CSBG) Act assurances and other CSBG program requirements:

1. To use funds made available through the CSBG Act to support activities as described in section 676(b)(1) of the Act (Instructions, Section IV. Community Services Block Grant Act Assurance of Funds);

2. To provide, on an emergency basis, for the provision of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among the low-income individuals;

3. To coordinate, and establish the linkages, between governmental and other social services programs to assure the effective delivery of services to low-income individuals and to avoid duplication of such services, and will coordinate the provision of employment and training activities in the State and in communities with entities providing activities through statewide and local workforce investment systems under the Workforce Investment Act of 1998;

4. To the maximum extent possible, coordinate programs with and form partnerships with other organizations serving low-income residents of the communities and members of the groups served by the State, including religious organizations, charitable groups, and community organizations;

5. To establish procedures under which a low-income individual, community organization, or religious organization, or representative of low-income individuals that considers its organization, or low-income individuals, to be inadequately represented on the board (or other mechanism) of the eligible entity to petition for adequate representation;

6. To participate in the Results Oriented Management and Accountability System, or another performance measure system for which the Secretary facilitated development pursuant to section 678E(b) of the CSBG Act;

7. To comply with the prohibition against use of community services block grant funds for the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility, as described in section 678F(a) of the CSBG Act;

8. To ensure that programs assisted by community services block grant funds shall not be carried on in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity;

9. To ensure that no person shall, on the basis of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community services block grant program funds. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or
with respect to an otherwise qualified individual with a disability as provided in section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq.), or title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.) shall also apply to any such program or activity;

10. To inform custodial parents in single-parent families that participate in agency programs, activities, or services, about the availability of child support services, and refer eligible parents to the child support offices of State and local governments;

11. To comply with section 679 of the CSBG Act (Operational Rule)—concerning religious organizations;

12. To comply with section 676B of the CSBG Act (Tripartite Boards)—concerning governing board structure and governing board participation;

13. To comply with the requirements of the cost and accounting standards of the Office of Management and Budget (Title 2 of the Code of Federal Regulations, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards (2 CFR 200.500);

14. To comply with the requirements of Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by a Federal grant, contract, loan, or loan guarantee; and

15. To comply with the requirements of CSBG, Information Memorandum Transmittal No. 138, State Establishment of Organizational Standards for CSBG Eligible Entities under 678B of the CSBG Act.

CERTIFICATION STATEMENT

By signing and submitting this CSBG Community Action Plan and Application, the undersigned agrees to the CSBG Act assurances and other CSBG requirements, certifies that the information in this application is accurate, and understands that this application, once approved by the Wyoming Department of Health, Public Health Division, Community Services Program, shall serve as the agency's CSBG Community Action Plan and Application for FY 2020.

Executive Director __________________________ Date __________________________

Typed or Printed Name ______________________

Board President/Chair _______________________ Date _________________________

Typed or Printed Name ______________________

Page 2 of 23
Pursuant to the Community Services Block Grant Act, Title VI, Subtitle B of the Omnibus Budget Reconciliation Act of 1981 (P.L. 97-35); Human Services Amendments of 1994, P.O. 103-252; the FFY 1996 CSBG Appropriation Legislation (P.L. 104-134); C.F.R. Title 45, Part 96; Coats Human Services Reauthorization Act of 1998 (P.L. 105-285), and the U.S. Department of Health and Human Services Block Grant Regulations; and as part of the annual application required by Section 676 of the Community Services Block Grant Act, as amended (42 U.S.C. 9901 et. Seq.) (The Act); the governing board hereby agrees, to the extent applicable, to:

(1) Use the funds available through this grant or allotment:

(a) To support activities that are designed to assist low-income families and individuals, including families and individuals receiving assistance under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), homeless families and individuals, migrant or seasonal farm workers, and elderly low-income individuals and families to enable the families and individuals to:

(i) remove obstacles and solve problems that block the achievement of self-sufficiency (including self-sufficiency for families and individuals who are attempting to transition off a Board program carried out under part A of title IV of the Social Security Act);

(ii) secure and retain meaningful employment;

(iii) attain an adequate education, with particular attention toward improving literacy skills of low-income families in the communities involved, which may include carrying out family literacy initiatives;

(iv) make better use of available income;

(v) obtain and maintain adequate housing and a suitable living environment;

(vi) obtain emergency assistance through loans, grants, or other means to meet immediate and urgent family and individual needs; and

(vii) achieve greater participation in the affairs of the communities involved, including the development of public and private grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partners to document best practices based on successful grassroots intervention in urban areas, to develop methodologies for widespread replication; and strengthen and improve relationships with local law enforcement agencies, which may include participation in activities such as neighborhood or community policing efforts;

(b) To address the needs of youth in low-income communities through youth development programs that support the primary role of the family, give priority to the prevention of youth problems and crime, and promote increased community coordination and collaboration in meeting the needs of youth, and support development and expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing youth crime, such as programs for the establishment of violence-free zones that would involve youth development and intervention models (such as models involving youth medication, youth mentoring, life skills training, job creation, and entrepreneurship programs); and after-school child care programs; and

(c) To make more effective use of, and to coordinate with, other programs (including state welfare reform efforts). ['676(b)(1)']
(2) To describe how the Board intends to use discretionary funds made available in accordance with the Community Services Block Grant Program, including a description of how the Board will support innovative community and neighborhood-based initiatives related to the purposes of the Community Services Block Grant Program; [‘676(b)(2)].

(3) To provide information provided by service providers in the Community, including:

   (a) a description of the service delivery system, for services provided or coordinated with funds made available through grants made under Section 675C(a) of the Act, targeted to low-income individuals and families within the community.

   (b) a description of how linkages will be developed to fill identified gaps in services, through the provision of information, referrals, case management, and follow-up consultations;

   (c) a description of how funds made available through grants made under Section 675(a) will be coordinated with other public and private resources; and,

   (d) a description of how local entities will use the funds to support innovative community and neighborhood-based initiatives related to the purposes of the community services block grant, which may include fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging effective parenting. [‘676(b)(3)]

(4) To ensure that service providers in the Community will provide, on an emergency basis, for the provision of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals. [‘676(b)(4)]

(5) That the Board and the service providers in the Community will coordinate, and establish linkages between, governmental and other social services programs to assure the effective delivery of such services to low-income programs to assure the effective delivery of such services to low-income individuals and to avoid duplication of such services, and the Board and it’s Community Services Block Grant service providers will coordinate the provision of employment and training activities in the communities with entities providing activities through state-wide and local workforce investment systems under the Workforce Investment Act of 1998; [‘676(b)(5)]

(6) To ensure coordination between antipoverty programs in the community, and ensure, where appropriate, that emergency energy crisis intervention programs under title XXVI (relating to low-income home energy assistance) are conducted in such communities. [‘676(b)(6)]

(7) To permit and cooperate with federal investigations undertaken in accordance with section 678D of the Act. [‘676(b)(7)]

(8) That the Board and service providers in the Community will, to the maximum extent possible, coordinate programs with and form partnerships with other organizations serving low-income residents of the communities and members of the groups served by the Board, including religious organizations, charitable groups, and community organizations. [‘676(b)(9)]

(9) That the Board will establish procedures under which a low-income individuals that considers its organization, or low-income individuals, to be inadequately represented on the board (or other mechanism) of the eligible entity to petition for adequate representation. [‘676(b)(10)]
(10) That the Board will prepare, as a condition to receipt of funding a Community Action Plan (which shall be submitted to the Wyoming Community Services Programs) that includes a community-needs assessment for the community served, which may be coordinated with community-needs assessments conducted for other programs; [*676(b)(11)]

(11) That the Board and all of its Community Services Block Grant service providers in the Community will, for FFY 2020, participate in the Results Oriented Management and Accountability System pursuant to Section 678E(b) of the Act [*676(b)(12)]

(12) That the Board will meet at least seventy-percent (70%) of the Community Services Block Grant Organizational Standards in FFY2020.

(13) That the Board and all of its Community Service Block Grant service providers will utilize the Community Services Program provided data system, CAP60, and submit a CAP60 demographic and Goal 4A and B report with the monthly expenditure report.

(14) To provide information describing how the Board will carry out these assurances. [*676(b)(13)] (How each assurance will be carried out or implemented).

I hereby certify that the _____________________________________________________________________________

will comply with all the provisions listed above as items (1) through (13).

_________________________________________________________________________________________

(Printed Name & Title)

_________________________________________________________________________________________

(Signature) (Date)
COMMUNITY SERVICES BLOCK GRANT SERVICE PROVIDER CERTIFICATIONS

Public Law 103-227, Part C, Environmental Tobacco Smoke Certification

P.L. 103-227, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by the federal programs either directly or through states, or local government by federal grant, contract, loan or loan guarantee.

By signing and submitting this assurance the grantee certifies that it will comply with the requirement of the Act. The grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for children’s services and that all sub-grantees shall certify accordingly.

__________________________________________  ________________________
Typed or Printed Name                                           Title

__________________________  ________________________
Signature                                            Date
Certification Regarding Drug-Free Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central pint is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

   (1) The dangers of drug abuse in the workplace;

   (2) The grantee's policy of maintaining a drug-free workplace;

   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

   (1) Abide by the terms of the statement; and

   (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

   (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

   (1) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

________________________________________________________________________

Check if there are workplaces on file that are not identified here.

Signature________________________________________ Date __________________

Title ________________________________________________________________

Organization _________________________________________________________
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No federal appropriated funds have 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed 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.

Statement for Loan Guarantees and Loan Insurance

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

If 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, of 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 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 failure.

_________________________________________  _______________________________________
Signature  Organization

_________________________________________  _______________________________________
Title  Date

Certifications Regarding Debarment, Suspension, and Other Responsibility Matters -
Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   (b) have not, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   (d) have not, within a 3-year period preceding this application/proposal, had one or more public transactions (federal, state or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
The following page(s) contain the backup material for Agenda Item: 10:00 Memorandum of Understanding, USDA Forest Service

*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. Comments related to the Board agenda will be heard first.*
MEMORANDUM OF UNDERSTANDING
Between The
CAMPBELL COUNTY, WY
CAMPBELL COUNTY CONSERVATION DISTRICT, WY
CAMPBELL COUNTY WEED & PEST DISTRICT, WY
CONVERSE COUNTY, WY
CONVERSE COUNTY CONSERVATION DISTRICT, WY
CONVERSE COUNTY WEED & PEST DISTRICT, WY
WESTON COUNTY, WY
WESTON COUNTY CONSERVATION DISTRICT, WY
WESTON COUNTY WEED & PEST DISTRICT, WY
NIOBORARA COUNTY, WY
NIOBORARA COUNTY CONSERVATION DISTRICT, WY
NIOBORARA COUNTY WEED & PEST DISTRICT, WY
CROOK COUNTY, WY
CROOK COUNTY CONSERVATION DISTRICT, WY
CROOK COUNTY WEED & PEST DISTRICT, WY
And The
USDA, FOREST SERVICE
MEDICINE BOW-ROUTT NATIONAL FORESTS AND
THUNDER BASIN NATIONAL GRASSLAND

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Campbell County, WY; Campbell County Conservation District, WY; Campbell County Weed and Pest District, WY; Converse County, WY; Converse County Conservation District, WY; Converse County Weed and Pest District, WY; Weston County, WY; Weston County Conservation District, WY; Weston County Weed and Pest District, WY; Nioborara County, WY; Nioborara County Conservation District, WY; Nioborara County Weed and Pest District, WY; Crook County, WY; Crook County Conservation District, WY; and Crook County Weed and Pest District, WY, hereinafter referred to as “the Agencies,” and the United States Department of Agriculture (USDA), Forest Service, Medicine Bow - Routt National Forests and Thunder Basin National Grassland, hereinafter referred to as the “U.S. Forest Service.”

Background: The Council of Environmental Quality regulations addressing cooperating agencies status (40 C.F.R. §§ 1501.6 & 1508.5) when implementing the National Environmental Policy Act (NEPA) mandate that Federal agencies responsible for preparing NEPA analyses and documentation do so "in cooperation with State and local governments" and other agencies with jurisdiction by law or special expertise. (42 U.S.C. §§ 4331 (a), 4332 (2) and Memorandum: Cooperating Agencies, James C Connaughton, Chair, Council on Environmental Quality, January 30, 2002). Cooperating
agency status is a major component of agency stakeholder involvement that neither
enlarges nor diminishes the decision making authority of any agency involved in the
NEPA process. This MOU does not expand requirements or responsibilities beyond
those found in current laws and regulations nor does it require an agency to provide
financial assistance to a cooperating agency.

Title: Memorandum of Understanding Documenting a Cooperating Agency Agreement
Between the Forest Service And Local Governments in Wyoming for Working Together
on National Environmental Policy Act Analyses for the 2020 Thunder Basin National
Grassland Plan Amendment.

I. PURPOSE: The purpose of this MOU is to document the cooperation between the
parties to amend prairie dog management direction in the Thunder Basin
National Grassland Land and Resource Management Plan, including changes to
management area boundaries and changes to plan components that pertain to
prairie dogs, short-statute prairie habitat, and associated species management in
accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The creation of this MOU promotes efficiency, cooperation, and disclosure of
relevant information during the environmental analysis and helps to ensure successful
completion of analysis in a timely, efficient and thorough manner.

The authority of the Forest Service to enter into and engage in the activities described
within this MOU includes, but is not limited to, the National Environmental Policy
the Council of Environmental Quality (40 CFR parts 1500).

The Agencies are recognized to have special expertise in the analysis of subject
matter within each Agency’s statutory responsibility, especially regarding prairie
dogs and land use in their respective counties, districts, and lands within the state of
Wyoming.

In consideration of the above premises, the parties agree as follows:

III. THE AGENCIES SHALL:

A. Perform the duties of a Cooperating Agency as defined in 40 CFR 1501.6 for
environmental analysis conducted in Wyoming for which the Forest Service is the
lead federal agency and the Agencies have special expertise or jurisdiction.

B. As mutually agreed, provide information, comments and technical expertise to the
Forest Service regarding those elements of the environmental analyses for which
it has jurisdiction or special expertise. This may include review and written
comments on draft environmental analyses prior to public distribution to ensure
technical accuracy of disclosures regarding state laws, regulations, plans, programs and policies; and recommendations for improvement of materials that are found to be incomplete or inaccurate.

C. Share with the Forest Service, data and other information within its special expertise and jurisdiction that are or may be relevant to the development of the environmental impact statement.

D. Upon request, provide copies of and explain the relationship of existing and proposed laws, regulations, plans, programs and policies within its special expertise and jurisdiction that are or may be relevant to the project.

E. Upon request, participate in government-to-government coordination meetings with the Forest Service, if possible.

F. Participate when appropriate in the scoping process, including advice on public involvement strategies, addressing environmental issues as identified in the NEPA process, identifying potential effects of alternatives, suggesting mitigation for environmental effects, and providing comments on drafts of the NEPA documents.

G. Designate an official representative for the Agency who is an elected officer of the Agency or a designated Agency employee with authority to act on the Agency’s behalf, acting in their official capacity.

H. Campbell County, Converse County, and Weston County will designate an official “Tri-County” representative to serve as a full member of the interdisciplinary team, as proposed plan changes will primarily affect these three jurisdictions.

I. To the greatest extent possible within Federal regulation, all actions taken with the Agencies pursuant to this MOU shall be subject to the provisions and requirements of the Wyoming Open Meetings Act (Wyo. Stat. §§ 16-4-401 – 408).

IV. THE U.S. FOREST SERVICE SHALL:

A. Retain final responsibility for the content of all environmental analysis documents. The Forest Service shall be responsible for determining the purpose and need for the project, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In meeting these responsibilities, the Forest Service will follow all applicable statutory and regulatory requirements.
B. Use the environmental analysis and proposals of cooperating agencies with jurisdiction by law or special expertise to the maximum extent possible consistent with its responsibility as lead agency.

C. As requested, provide the Agencies with copies of documents relevant to the Agencies’ responsibilities, including technical reports, data, analyses, comments, working drafts and final environmental analysis documents. The Forest Service will use best efforts and agency discretion, given the rapid pace of this plan amendment, to provide Agencies with such documents for review and comment.

D. Provide notice of availability of electronic copies to the Agencies of all draft and final project EIS’s, unique proposals, or other actions specifically requested by the Agencies.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. The parties agree to participate in all NEPA processes in good faith and make all reasonable efforts to resolve disagreements. Where disagreements may impede effective and timely completion of a NEPA analysis, the parties agree that the Forest Service retains final responsibility for the NEPA analysis and subsequent decisions. The parties agree to comply with the schedule developed for the 2020 Thunder Basin National Grassland Plan Amendment NEPA analysis.

B. Each party will fund its own expenses, unless an alternative arrangement is identified for a specific NEPA analysis in accordance with provision V.I. below.

C. Any additional provision regarding the responsibilities of either party will be identified in an amendment to this MOU through written agreement of all signatories.

D. As needed, each party will designate a representative to ensure coordination between the Agencies and the Forest Service during the process. Any party may change its representative as needed.

E. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.
**Principal Cooperator Contacts:**

<table>
<thead>
<tr>
<th>Campbell County</th>
<th>Campbell County Administrative Contact</th>
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</thead>
<tbody>
<tr>
<td>Rusty Bell, Chairman</td>
<td>Robert Palmer</td>
</tr>
<tr>
<td>500 S Gillette Ave</td>
<td>500 S Gillette Ave</td>
</tr>
<tr>
<td>Gillette, WY 82716</td>
<td>Gillette, WY 82716</td>
</tr>
<tr>
<td>307-682-7283</td>
<td>307-682-7283</td>
</tr>
<tr>
<td><a href="mailto:boc@cegov.net">boc@cegov.net</a></td>
<td><a href="mailto:rpp01@cegov.net">rpp01@cegov.net</a></td>
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<tr>
<th>Campbell County Conservation District</th>
<th>Campbell County Weed &amp; Pest District</th>
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<tbody>
<tr>
<td>Jennifer Hinkhouse, District Manager</td>
<td>Quade Schmelzle</td>
</tr>
<tr>
<td>601 4 J Ct Ste D</td>
<td>213 Stocktrail Ave</td>
</tr>
<tr>
<td>Gillette, WY 82716</td>
<td>Gillette, WY 82716</td>
</tr>
<tr>
<td>307-682-1824</td>
<td>307-682-4369</td>
</tr>
<tr>
<td><a href="mailto:jcd@vcn.com">jcd@vcn.com</a></td>
<td><a href="mailto:rqs76@cegov.net">rqs76@cegov.net</a></td>
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<tr>
<th>Converse County</th>
<th>Converse County Conservation District</th>
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<tbody>
<tr>
<td>Robert Short, Chairman</td>
<td>Michelle Huntington, District Manager</td>
</tr>
<tr>
<td>107 N. 5th St Ste 114</td>
<td>107 N. 5th St Ste 114</td>
</tr>
<tr>
<td>Douglas, WY 82633</td>
<td>Douglas, WY 82633</td>
</tr>
<tr>
<td>307-267-2389</td>
<td>307-267-2389</td>
</tr>
<tr>
<td><a href="mailto:Robert.short@conversecountywy.gov">Robert.short@conversecountywy.gov</a></td>
<td><a href="mailto:michelle.huntington@wy.nacdnet.net">michelle.huntington@wy.nacdnet.net</a></td>
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<tr>
<th>Converse County Weed &amp; Pest District</th>
<th>Weston County</th>
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<tbody>
<tr>
<td>Cheryl Schwartzkopf</td>
<td>Tony Barton, Chairman</td>
</tr>
<tr>
<td>59 Hwy 59 PO Box 728</td>
<td>1 West Main</td>
</tr>
<tr>
<td>Douglas, WY 82633</td>
<td>Newcastle, WY 82701</td>
</tr>
<tr>
<td>307-358-2775</td>
<td>307-746-4744</td>
</tr>
<tr>
<td><a href="mailto:ccwp@qwestoffice.net">ccwp@qwestoffice.net</a></td>
<td><a href="mailto:tbarton@westgov.com">tbarton@westgov.com</a></td>
</tr>
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<tr>
<th>Weston County Natural Resource District</th>
<th>Weston County Weed &amp; Pest District</th>
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<tbody>
<tr>
<td>Lacey Sloan</td>
<td>Hale Redding</td>
</tr>
<tr>
<td>1225 Washington Blvd</td>
<td>25 Fairgrounds Rd</td>
</tr>
<tr>
<td>Newcastle, WY 82701</td>
<td>Newcastle, WY 82701</td>
</tr>
<tr>
<td>307-746-3264 ext. 111</td>
<td>307-746-4555</td>
</tr>
<tr>
<td><a href="mailto:Laceysloan@wy.usda.gov">Laceysloan@wy.usda.gov</a></td>
<td><a href="mailto:westonwp@rtconnect.net">westonwp@rtconnect.net</a></td>
</tr>
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<tr>
<th>Niobrara County</th>
<th>Niobrara Conservation District</th>
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<tbody>
<tr>
<td>Patrick Wade</td>
<td>Lisa Shaw</td>
</tr>
<tr>
<td>PO Box 420</td>
<td>PO Box 659</td>
</tr>
<tr>
<td>Lusk, WY 82225</td>
<td>Lusk, WY 82225</td>
</tr>
<tr>
<td>307-334-2211</td>
<td>307-334-9957</td>
</tr>
<tr>
<td><a href="mailto:patwadecc@gmail.com">patwadecc@gmail.com</a></td>
<td><a href="mailto:lshaw@wyoming.com">lshaw@wyoming.com</a></td>
</tr>
</tbody>
</table>
Niobrara Weed & Pest District  
Gayle Mahnke  
1000 S Main St  
Lusk, WY 82225  
307-334-3373  
niweed@gmail.com

Crook County  
Kelly Dennis  
PO Box 37  
Sundance, WY 82729  
307-283-1323  
lindaf@crookcounty.wy.gov

Crook County Natural Resource District  
Sarah Anderson  
PO Box 1070  
Sundance, WY 82729  
307-283-2870  
crookcountynrd@gmail.com

Crook County Weed & Pest District  
Andrew Litzel  
802 S 11th St  
Sundance, WY 82729  
307-283-2375  
andrew@crookcountyweeds.com

Tri-County Representative  
Dru Bower  
PO Box 589  
Lander, WY 82520  
307-388-2709  
dru@wyoming.com

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**Principal U.S. Forest Service Contacts:**

<table>
<thead>
<tr>
<th>U.S. Forest Service Program Manager Contact</th>
<th>U.S. Forest Service Administrative Contact</th>
</tr>
</thead>
</table>
| Monique Nelson  
1200 Franklin Way  
Sparks, NV 89431  
307-275-0956  
monique.nelson@usda.gov | Mari Llitesas  
1617 Cole Blvd  
Lakewood, CO 80401  
303-275-5288  
mllitesas@fs.fed.us |

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**F. NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Agencies is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Agencies, at Agency’s address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
G. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or Agencies from participating in similar activities with other public or private agencies, organizations, and individuals.

H. **ENDORSEMENT.** Any of the Agencies’ contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the Agencies’ products or activities.

I. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies’ statutory and regulatory authority.

J. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for the Agencies to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service’s Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

K. **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

L. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to MOU or agreement records must not be limited, except when such records must be kept
confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

M. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

N. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Agencies are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments.

The Agencies may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Agencies are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

O. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Agencies shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

P. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.
If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

Q. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

R. DEBARMENT AND SUSPENSION. Agencies shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Agencies or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

S. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

T. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 31, 2021 at which time it will expire.

U. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

______________________________  ______________________________
TONY BARTON, Chairman            Date
Weston County

______________________________  ______________________________
LACEY SLOAN, District Manager     Date
Weston County Natural Resource District
HALE REDDING, Supervisor  
Weston County Weed & Pest District  

ROBERT SHORT, Chairman  
Converse County  

MICHELLE HUNTINGTON, District Manager  
Converse County Conservation District  

CHERYL SCHWARTZKOPF, Supervisor  
Converse County Weed & Pest District  

RUSTY BELL, Chairman  
Campbell County  

JENNIFER HINKHOUSE, District Manager  
Campbell County Conservation District  

QUADE SCHMELZLE, Supervisor  
Campbell County Weed & Pest District  

PATRICK WADE, Chairman  
Niobrara County  

GAYLE MAHNKE, Supervisor  
Niobrara County Weed & Pest District  

KELLY DENNIS, Chairman  
Crook County  

SARAH ANDERSON, District Manager  
Crook County Natural Resource District  

Date
The authority and format of this agreement have been reviewed and approved for signature.

REBECCA CUTTIBERTSON
U.S. Forest Service Grants Management Specialist
*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. Comments related to the Board agenda will be heard first.*

The following page(s) contain the backup material for Agenda Item: 10:05 Consulting Services Agreement, Waypoints Wyoming
Count and Prosecuting Attorney’s Office

Memorandum

TO: Sandra Beeman
   Office of County Commissioners

FROM: Carol Seeger
   Deputy Campbell County Attorney

DATE: May 24, 2019

RE: Professional Consulting Services Agreement – Waypoints, LLC/Jim Ford

Please find accompanying this memo the above referenced agreement which has been approved by Mr. Ford.

This agreement is being submitted to you for placement on the agenda of the June 4, 2019, meeting of the Board of County Commissioners for consideration of approval.

Thank you and if you have questions, please feel free to contact me.
PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") for professional consulting services is made and effective March 27 of 2019 ("Effective Date"), between Campbell County, Wyoming ("County"), by and through its Board of County Commissioners, whose address is 500 S. Gillette Avenue, Suite 1100, Gillette, Wyoming 82716, and Waypoints Wyoming, LLC ("Consultant"), whose address is P.O. Box 2023, Gillette, Wyoming 82717.

Recitals

WHEREAS, County is the producer of nearly 40% of all coal used for electrical generation in the U.S. and the largest producer of petroleum in the State of Wyoming; and

WHEREAS, over 90% of County's property taxes are currently paid by the mineral extraction industries, including coal, oil, gas, and uranium; and

WHEREAS, it is estimated that one-in-ten Campbell County employed persons are directly employed within the coal mining industry, while coal production within Campbell County continues to decline, down 32% from its highest production in 2008; and

WHEREAS, County desires to develop within Campbell County advanced uses for coal, oil, and gas and pursue options for value-added natural resources including refining and other enhancement(s) that will increase the value of fossil fuels produced within Campbell County and provide additional opportunities for the marketing and sale of these products; and

WHEREAS, County believes in free-market principles and development of facilities and products by businesses and individuals and does not intend to compete, but believes that Campbell County is the natural destination for research, development, manufacturing, and production of value-added natural resource products and research into advanced power generation and carbon capture utilization and sequestration (CCUS) and wants to increase Campbell County's competitiveness in this global market; and

WHEREAS, County desires to develop relationships and partnerships with the University of Wyoming (and its College of Engineering and Applied Sciences and School of Energy Resources); the U.S. Department of Energy (DOE); researchers and specialists from around the world; businesses and developers of advanced technology and refiners and manufacturers of coal, oil, and gas; and investors, venture capital, and private equity; and

WHEREAS, Consultant is engaged in the business of providing certain professional services to its customers in order to meet their specific needs, and the County would like to utilize the Consultant to perform services and work in pursuit of the above-stated goals of County; and

WHEREAS, Consultant is prepared to furnish such services for County pursuant to this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual representations contained herein the parties hereby agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform certain professional services (hereinafter "Services"), as well as any incidental services relating thereto that are necessary for completion of the Services, in accordance with written communications issued by County from time to time during the term of this Agreement. These Services are to help the County achieve its goals as provided within the Recitals of this Agreement and may include, but are not limited to:

   • Advise County on matters of energy and industry as they pertain to sustaining and improving the policies, rules, regulations, statutes, and regulatory frameworks governing exploration, production, and value-added improvements to the County's natural resources.
   • Providing testimony, public affairs, and government lobbying services as requested in response to state and federal policies, rules, regulations, grants, and legislative issues.
   • Provide counsel upon and help to implement grassroots advocacy strategies to further the goals of County as provided in the Recitals of this Agreement.
• Assist with the facilitation and development of relationships and meet with relevant representatives of federal agencies, researchers, research institutions, businesses, investors, and others in the furtherance of the Goals of County as provided in the Recitals of this Agreement.

• Represent the County’s interests in relationships with industry, trade groups, regulatory agencies, legislative bodies, and other county, state, and federal agencies on matters of energy and industry

• Provide consulting and advisory services specific to enhancing the regulatory and business environment in Campbell County for groups participating in production and value-added refining, processing, and manufacturing of natural resources.

All work performed under this Agreement and all Services of Consultant shall be accomplished in accordance with any applicable rules, regulations, laws, administrative directives or orders. Consultant shall perform all services in a professional and ethical manner, always keeping in mind that Consultant is representing Campbell County government and its Board of Commissioners and consultant shall not act in any manner which would cause disparagement to County.

Consultant is responsible for complying with any applicable licensing, registration, or reporting requirements, including those related to lobbying.

Robert Palmer, Commissioners’ Administrative Director, or his future replacement or designee shall be the primary point of contact for Consultant on behalf of County in Consultant’s performance under this Agreement.

2. **TERM AND TERMINATION.**

2.1 The term of this Agreement will begin with the Effective Date and terminate on June 30, 2019, unless earlier terminated as provided in Section 2.2 below. At the end of this term, the Agreement will renew under the existing terms of this Agreement for successive one (1) year periods of time (the “Renewal Term”) unless either party gives the other party notice of its intent not to renew at least 30 days prior to the end of the current term.

2.2 County may, with or without cause and for its convenience, terminate this Agreement in its entirety immediately upon written notice of 60 days to Consultant at the address set forth above or as may be amended.

2.3 Upon termination as set forth above, County shall pay Consultant for Services completed up through the date of termination. In the event the Services provided by Consultant are found to be unacceptable, then County will have no obligation to compensate Consultant for the unacceptable portion of such Services.

3. **INVOICING & PAYMENT.**

3.1 County shall pay Consultant at an hourly rate of $110 per hour (the “Hourly Rate”) for the Services to be performed under the terms of this Agreement. Consultant shall not exceed 130 hours of work per month without the express written consent of County. County shall pay to Consultant a base compensation of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) per month (the “Monthly Retainer”) on or before the 10th day of each month.

3.2 Hours worked by Consultant up to the Monthly Retainer amount shall be detailed but not billed. Hours worked in excess of the Monthly Retainer amount shall be billed at the Hourly Rate.

3.3 County’s initial Monthly Retainer shall be paid to Consultant upon execution of this Agreement by all parties at a pro-rated rate determined by multiplying the Monthly Retainer amount by twelve (12) months divided by 365 days to arrive at a per day rate which shall be multiplied by the remaining days within the month (e.g. $10,000 per month x 12 months / 365 days = Rate per Day. Initial Payment = Rate per Day x Remaining Days in Month).

3.4 Travel exceeding 300 miles per month, hotel, meal, and airline fees incurred by Consultant in performing Services under this Agreement directly on behalf of County shall be reimbursed at rates established in accordance with the adopted policies of County for its employees.

3.5 Consultant shall invoice County monthly by the 10th day of each month with an itemized accounting of work performed and expenses, if any, incurred. County shall remit payment to Consultant within forty-five (45) days of receipt of the invoice for all approved costs and expenses.
3.6 In the event that the County disputes an invoice or amount within an invoice or work completed for which an invoice is delivered, the County shall notify Consultant in writing within thirty (30) days and may withhold payment of any disputed portion of the invoice until Consultant and County have resolved such dispute.

4. **TIME.** Time is of the essence of this Agreement. Consultant agrees to complete the Services in accordance with the schedule established in consultation with County.

5. **INDEMNITY.** To the fullest extent permitted by law, Consultant and County will indemnify, defend and hold harmless the other, and Consultant shall indemnify, defend and hold harmless the County from and against any and all claims, actions, suits, proceedings, costs, expenses (including reasonable attorneys' fees), damages, and all other liabilities arising out of or in connection with (a) the negligent acts or omissions of Consultant in the performance of Services and obligations under this Agreement; or (b) the failure of Consultant to comply with its obligations and responsibilities hereunder; or (c) any misrepresentation by Consultant herein. The obligations and duties contained in this Section will survive completion of Services and/or termination of this Agreement.

6. **INSURANCE.** Consultant will procure and maintain, at its sole expense, during the life of this Agreement, the following insurance coverages to protect the Indemnified Parties against liability related in any way to Consultant's performance hereunder:

   (a) Commercial General Liability insurance coverage limits of not less than $1,000,000 per occurrence and in the aggregate, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract);

   (b) Commercial Auto Liability insurance coverage limits of not less than $250,000 single occurrence and $500,000 combined aggregated limit for bodily injury and $100,000 for property damage, extending to all owned, hired, and non-owned vehicles;

Immediately upon signing this Agreement and prior to performing any Services hereunder, Consultant shall provide County with acceptable certificates of insurance evidencing that the insurance required herein has been obtained and limits of insurance are in full force during the term of this Agreement. The certificates of insurance must show a thirty (30) day notice prior to cancellation, termination or material alteration of said policies and name the Indemnified Parties as additional insureds on all policies.

Consultant shall require its insurance carriers to waive rights of subrogation against County. All Consultant insurance shall be primary with respect to the interest of the County, and any other insurance maintained by any of them is excess and not contributory with the insurance required of Consultant. Upon request of County, Consultant will provide copies of any and all insurance policies.

7. **INDEPENDENT CONTRACTOR STATUS.** Consultant expressly represents and warrants to County that it is not and the parties agree that it will not be construed to be an employee or agent of the County and that its status is that of independent contractor solely responsible for its acts or omissions. The conduct and control of the Services will lie solely with Consultant. As an independent contractor, Consultant is not authorized to enter into contracts or agreements or otherwise create obligations to third parties on behalf of the County. In performing the Services under this Agreement, Consultant will be and remain an independent contractor with the sole responsibility to pay any state, federal, or local income tax and no county benefits other than the compensation set forth in this Agreement will be offered or available to Consultant. Consultant will not hold itself out as an agent of County except as otherwise specifically directed by County. Consultant will be responsible for all compensation of any and all personnel expenses except as specifically provided for under this Agreement.

8. **NONDISCLOSURE AND OWNERSHIP OF WORK.** Consultant acknowledges and agrees that all information provided to it by County and obtained by Consultant in connection with the rendering of Services under this Agreement shall be deemed confidential and proprietary information of County. Consultant shall not disclose such information obtained or created by Consultant except in the performance of its duties under this Agreements. All files, documents, reports, and data prepared by Consultant in performing Services for the County under this Agreement shall become the property of County.

   8.1. **No License.** Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information.
9. **PROPERTY & INFRINGEMENT.** Consultant hereby agrees to assign, transfer and convey to County, all of Consultant's right, title and interest in and to any and all work product(s) created (individually or with others) pursuant to this Agreement. Further, Consultant warrants that the Services performed and the work product provided hereunder will not violate, restrict, or conflict with any existing legal obligation, or infringe upon the legal rights of third parties, including, but not limited to, property, contractual, employment, trademark, trade secrets, copyright, patent, proprietary information and non-disclosure rights.

10. **NO PUBLICITY.** Consultant will not, without the prior written consent of County, make any news release, public announcement, denial or confirmation of this Agreement, its value, or its terms and conditions, or in any other manner advertise or publish this Agreement, its value, or its terms and conditions. Nothing in this Agreement is intended to imply that County will agree to any publicity whatsoever, and County may, in its sole discretion, withhold its consent to any publicity.

11. **NOTICES.** Notices required to be given under this Agreement shall be in writing and either delivered personally or sent by overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested, to the respective party at the address above, or to such other address as may be provided by amendment to this Agreement.

12. **CONFLICT OF INTEREST.** Consultant understands it owes a professional responsibility to County and that it presently has no interest nor will it acquire any direct or indirect interest that would conflict with its performance under this Agreement. Consultant shall disclose other clients for whom Consultant performs work.

13. **MISCELLANEOUS.**

13.1 **GOVERNING LAW AND PERFORMABILITY.** The laws of the State of Wyoming will govern the interpretation, validity and construction of this Agreement, excluding conflict of law provisions, with venue vested in the Sixth Judicial District, Campbell County, Wyoming. The provisions of this Agreement are severable and if any of these provisions shall be held by any court of competent jurisdiction to be unenforceable, such holding shall not affect or impair any other provision hereof.

13.2 **DISPUTE RESOLUTION.** In the event of a dispute, the parties will use their best efforts to resolve the dispute amicably within thirty (30) days. Thereafter, either party shall have the right, but shall not have the duty or obligation, to refer the matter to a court of competent jurisdiction in Campbell County, Wyoming, for final and binding resolution.

13.3 **SUBCONTRACTING; ASSIGNMENT.** Consultant will not subcontract any portion of the Services without the prior written approval of County, which will not be unreasonably withheld, and will remain fully liable to County for (a) the portion of the Services performed by its approved subcontractors, and (b) the acts and omissions of its approved subcontractors. Neither this Agreement or the rights and obligations thereunder, may be delegated, transferred, or assigned, in whole or in part, by Consultant without the prior written consent of County.

13.4 **BINDING EFFECT.** This Agreement will be binding upon and will inure to the benefit of the parties and their respective heirs, legatees, personal representatives and other legal representatives, successors and permitted assigns. Except as otherwise specifically provided, this Agreement is not intended and will not be construed to confer upon or to give any person other than the parties any rights or remedies.

13.5 **WAIVER.** The waiver by County of a breach of a provision of this Agreement by Consultant will not operate or be construed as a waiver of any subsequent breach by Consultant.

13.6 **ENTIRE AGREEMENT; AMENDMENT.** This Agreement, together with any communications issued hereunder, constitutes the entire agreement between the parties, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties, relating to any transaction contemplated by this Agreement. This Agreement may not be amended, waived, changed, modified or discharged except by a written agreement signed by both parties.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written. The parties are known to one another and have the authority to sign this Agreement as indicated by the by-laws of their respective business organizations. Each party fully understands the agreement.

County:  
Campbell County, Wyoming

By: Rusty R. Bell  
Its: Chairman, Board of County Commissioners

Attest:  
Susan F. Saunders, Campbell County Clerk

Consultant:  
Waypoints Wyoming LLC

By:  
Its:  

STATE OF WYOMING  
County of Campbell  

This instrument was acknowledged before me this 24th day of May, 2019, by Jim Ford as the managing member of Waypoints Wyoming, LLC.

WITNESS my hand and official seal.

My Commission expires: 12/29/19