

AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

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

JULY 7, 2020

**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 – Tony Knievel, GIS

REGULAR BUSINESS

- | | |
|---|-----------------------------|
| E. 9:20 Lodging Tax Ballot Resolution | Jessica Seders |
| F. 9:25 Open Burning Restriction Resolution | Chief Jeff Bender |
| G. 9:30 Order Levying Taxes | Susan Saunders/Carol Seeger |
| H. 9:35 Sole Source Request, Sheriff's Office | Captain Kevin Theis |
| I. 9:40 CarbonSAFE Permit to Conduct Geophysical Operations | Kevin King |
| J. 9:45 District Support Grant, Oriva Hills I&S | Kevin King |
| K. 9:50 District Support Grant, Overbrook I&S | Kevin King |
| L. 9:55 District Support Grant, Rocky Point I&S | Kevin King |
| M. 10:00 TAP Grant Application, Museum Crosswalk | Kevin King |

BREAK

REGULAR BUSINESS II

- | | |
|--|------------|
| N. 10:10 Grant Award, Coronavirus Emergency Supplemental Funding Program | Beth Raab |
| O. 10:15 Community Forestry Grant Agreement | Kevin Geer |

*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.

- P. [10:20 Prevention Council Study, Amendment Two](#) Ashley McRae
- Q. [10:25 Prevention Management Grant](#) Ashley McRae
- R. [10:30 UWE Personnel Compensation Agreements, Extension Office](#) Carol Seeger
- S. [10:35 Board Appointment, Natural Resource & Land Use Committee](#) Carol Seeger
- T. [10:40 Land Records Scanning Contract, Clerk's Office](#) Kendra Anderson
- U. 10:45 EDA CARES Act Grant Opportunity, Pronghorn Industrial Park Ivy McGowan
- ADJOURN

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Consent Agenda

MINUTES

Board of Commissioners Directors Workshop, June 15, 2020

Board of Commissioners Budget Hearing, June 15, 2020

Board of Commissioners Regular Meeting, June 16, 2020

Board of Commissioners Museum Board Meeting, June 16, 2020

Board of Commissioners Lodging Tax Board Meeting, June 18, 2020

MONTHLY REPORTS

Sheriff's Office – May 2020

PAYROLL PAYMENTS

June 13, 2020

June 30, 2020

CANCELLATION/REBATE OF TAXES

#4115 - 4126

AGREEMENTS

Contract for Services Agreement between the Board of Campbell County Commissioners and Campbell County Adult Treatment Courts in the amount not to exceed \$13,500 and \$15,000 for Court Supervised Treatment from Optional One Percent Sales Tax, with \$93,547 in local match for funding operations from July 1, 2020 to June 30, 2021.

Contract for Services Agreement between the Board of Campbell County Commissioners and Campbell County Juvenile & Family Drug Court in the amount of \$8,100 from Optional One Percent Sales Tax for funding operations from July 1, 2020 to June 30, 2021.

Contract for Services Agreement between the City of Gillette and Campbell County in the amount of \$93,355 to provide the services of the Community Services Supervisor to the Municipal Court from July 1, 2020 to June 30, 2021.

Contract for Services Agreement between the City of Gillette and Campbell County in the amount of \$15,000 to provide drug testing services to aid the Municipal Court from July 1, 2020 to June 30, 2020.

Grant Agreement between the City of Gillette and Campbell County Adult Treatment Court in the amount of \$10,500 to provide intensive and supervised substance abuse treatment from July 1, 2020 to June 30, 2021.

Grant Agreement between the City of Gillette and Campbell County Juvenile & Family Drug Court in the amount of \$10,000 to provide intensive and supervised substance abuse treatment from July 1, 2020 to June 30, 2021.

COMMISSIONER DESIGNATED LIAISONS

Update Colleen Faber as the designated liaison for the Campbell County Conservation District

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LETTER OF INVITATION

Submission of the Letter inviting 7-Sigma Polymer Manufacturing Facility to consider making Northeast Wyoming the new home for 7-Sigma.

LINE ITEM TRANSFERS

Public Works

Transfer \$4,500 from 020.7085 District Support Grants to 020.7085.62 Little Thunder I&S

Transfer \$200 from 083.7271.16 Pool Slide Inspection to 083.7271.16 Replace Rec Cen Water Softeners

Transfer \$4,000 from 083.7271.16 Re-Tile Steam Rm to 083.7271.35 Rebuild Bell Nob Well Pumps

Transfer \$10,000 from 083.7271.16 Re-Tile Steam Rm to 083.7277.36 Replace Courthouse Chiller

Transfer \$4,000 from 083.7271.16 Patch Paint Pool Walls to 083.7271.16 Service Pool UV System

Road & Bridge

Transfer \$15,000 from 020.7238 Skid Loader to 020.7195 Motorgrader

MALT BEVERAGE PERMITS

Shaunda Bohl for car races at Gillette Thunder Speedway in the spectator area on August 15, 2020; August 22, 2020; September 4, 2020; September 5, 2020; September 6, 2020

OFFICIAL BOND AND OATH

Rocky Point – Rebecca Ann Vondrak

Village of Heritage – Rebecca Ann Vondrak

POSITION VACANCY JUSTIFICATIONS

CAM-PLEX – Box Office Personnel

CAM-PLEX – Senior Event Custodian

Children’s Developmental Services – Food Service Worker (Part-Time)

Extension Office – Horticulture Program Coordinator

Sheriff’s Office – Correctional Health Nurse

RANGE PLACEMENT TABLE

Approval of the updated Campbell County Salary Ranges - Effective June 28, 2020

HAND WARRANTS

State of Wyoming – Department of Revenue & Taxation	\$2.00
	AMOUNT
Campbell County Sheriff Civil Account	100.00
WAG – Division of Criminal Investigation	15.00
Campbell County Clerk Tax Account	321,873.37
Campbell County Treasurer – HSA/FLX	44,929.59
Campbell County Parks & Recreation Activity Fund	31.00
Campco Federal Credit Union	276.01

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Circuit Court of Campbell County	549.01
Great West Trust Company	35,576.66
Wyoming Child Support	1,688.38
WAG – Division of Criminal Investigation	120.00
HM Life Insurance Company	178,671.79
Campbell County Clerk Tax Account	20,881.30
Campbell County Treasurer – HSA/FLX	2,437.49
Campco Federal Credit Union	950.00
Great West Trust Company	4,525.00

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

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Office of County Commissioners
June 15, 2020
Gillette, WY

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, June 15, 2020 at 1:30 PM.

Present, in Chambers, were DG Reardon, Rusty Bell, Bob Maul, Colleen Faber, Del Shelstad, Commissioners; Kendra Anderson, Deputy, County Clerk; Jenny Staeben, Deputy County Attorney; Todd Chatfield, Airport Operations Manager; Bob Tranas, Children's Developmental Services Director; Kim Fry, Extension Director; Liz Edwards, Fair Coordinator; Brandy Elder, HR Director; Crystal Nichols, HR Benefit Specialist; Jeff Esposito, Cam-Plex Director; Jeff Bender, Fire Chief; Terri Lesley, Library Director; Carol Seeger, Commissioners Administrative Director; Rick Mansur, Parks and Recreation Director; Jane Glaser, Public Health Director; Kevin King, Public Works Director; Kevin Geis, Road and Bridge Director; Quade Schmelzle, Weed and Pest Director; and Ivy McGowan-Castleberry, Public Information Coordinator. Present, via teleconference, were; Robert Henning, Museum Director and Jay Lundell, Airport Director.

Commissioner Maul moved to approve funding for the Gillette College Health Study in an amount not to exceed \$2,800 from the operating contingency payable to the Gillette College Foundation. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Discussion was held with Rick Mansur on assisting the "Save the Fourth of July" group with the Fourth of July parade and possibly assist with funding for the hot dog feed. Rick provided updates on Bell Nob, Recreation Center attendance and the cost savings by switching to LED lighting.

Brandy Elder and Crystal Nichols provided an update on the new safety incentive program. Brandy provided updates on the new performance evaluations and the Benefit Roadshow.

Carol Seeger discussed position vacancy requests being on the Commissioner's regular agenda instead of the consent agenda.

Discussion was held on creating a reseeding policy for Campbell County.

Jane Glaser provided an update on COVID-19.

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

Commissioner Faber moved to approve the letter of support for Concurrent Technologies Corporation regarding the Department of Energy Solicitation entitled "Production of Mixed Rare Earth Oxides". Commissioner Maul seconded the motion. All Voted – Aye. Carried.

The Directors continued to provide updates and information on the program of work from their respective offices.

There being no further action to come before the Board, the meeting was adjourned at 3:00 PM.

Kendra Anderson, Deputy Clerk
Board of County Commissioners

DG Reardon, Chairman
Board of County Commissioners

Office of County Commissioners
June 15, 2020
Gillette, WY

BUDGET HEARING

Commissioner Reardon called the Public Hearing on the Campbell County Proposed Budget for the Fiscal Year ending June 30, 2021 to order at 6:00 PM.

Present were Rusty Bell, Bob Maul, DG Reardon, Del Shelstad, Colleen Faber, Commissioners; Susan F. Saunders, County Clerk; Kendra Anderson, Deputy County Clerk; Belinda Roos, Accounting Manager; Jenny Staeben, Deputy County Attorney and Carol Seeger, Commissioners Administrative Director.

There were several people from the public in attendance and provided public comment.

The following budget amendments were presented:

Budget Amendments
Fiscal Year 2020-2021

	<u>Fund</u>	<u>Type</u>	<u>Acct#</u>	<u>Amount</u>	<u>Description</u>
Increase	General Fund	Expense	503.6022	\$3,076.	PH/WIC-Updated Grant
Increase	General Fund	Expense	503.6024	760.	PH/WIC-Updated Grant
Decrease	General Fund	Expense	503.6041	-2,326.	PH/WIC-Updated Grant
Decrease	General Fund	Expense	503.6042	-5,360.	PH/WIC-Updated Grant
Increase	General Fund	Revenue	1.4386.10110	-12,537.	PH/WIC-Updated Grant
Increase	General Fund	Expense	504.6554.2	8.	PH/MFH-Updated Grant
Increase	General Fund	Revenue	1.4392.20610	-8.	PH/MFH-Updated Grant
Decrease	General Fund	Expense	505.6022	-25,000.	PH/TANF-Updated Grant
Decrease	General Fund	Expense	505.6281	-1,000.	PH/TANF-Updated Grant
Decrease	General Fund	Expense	505.6517.3	-3,000.	PH/TANF-Updated Grant
Decrease	General Fund	Expense	505.6554.2	-11,993.	PH/TANF-Updated Grant
Decrease	General Fund	Revenue	1.4386.10502	40,993.	PH/TANF-Updated Grant
Decrease	General Fund	Expense	20601.6145.02	-22,500.	JP/CJSB-Updated Grant
Decrease	General Fund	Expense	20601.6145.04	-15,750.	JP/CJSB-Updated Grant
Decrease	General Fund	Expense	20601.6145.05	-1,350.	JP/CJSB-Updated Grant
Decrease	General Fund	Expense	20601.6145.08	-6,372.	JP/CJSB-Updated Grant
Decrease	General Fund	Expense	20601.6145.09	-14,000.	JP/CJSB-Updated Grant
Decrease	General Fund	Expense	20601.6517.26	-1,000.	JP/CJSB-Updated Grant
Decrease	General Fund	Revenue	1.4392.20601	60,972.	JP/CJSB-Updated Grant
Increase	General Fund	Expense	083.7269	500,000.	Road Management Plan
Increase	General Fund	Cash Carryover	1.5999	-500,000.	Road Management Plan
Decrease	PILT	Expense	010.7269	-500,000.	Road Management Plan
Increase	PILT	Expense	010.7191	400,000.	General Items
Decrease	PILT	Cash Carryover	010.5999	100,000.	General Items
Decrease	One Percent	Expense	020.7085.53	-3,626.	District Support Grant
Decreased	One Percent	Cash Carryover	020.5999	3,626.	District Support Grant

There being no further business to come before the Commissioners the Budget Hearing was adjourned at 6:50 PM

Susan F. Saunders, County Clerk
Board of County Commissioners

DG Reardon, Chairman
Board of County Commissioners

Office of County Commissioners
June 16, 2020
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, June 16, 2020. Chairman Reardon called the meeting to order at 9:00 AM. Pastor Judith England led in prayer and Chairman Reardon led the Pledge of Allegiance.

Present were DG Reardon, Rusty Bell, Bob Maul, Del Shelstad, Collen Faber, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director and Jenny Staeben, Deputy County Attorney.

The following consent agenda was presented:

MINUTES:

Board of Commissioners Directors Workshop, June 1, 2020

Board of Commissioners Regular Meeting, June 2, 2020

MONTHLY REPORTS:

Clerk of District Court – May 2020

County Clerk – May 2020

Sheriff's Office, Detention Center – May 2020

Treasurer's Office – May 2020

PAYROLL PAYMENTS:

May 30, 2020

May 31, 2020

CANCELLATION/REBATE OF TAXES:

#4109 – 4114

EMERGENCY SICK LEAVE BANK REQUEST:

Transfer 64 hours from ESLB to Employee #676086

Transfer 60 hours from ESLB to Employee #617342

Transfer 60 hours from ESLB to Employee #548551

LINE ITEM TRANSFERS:

Airport - Transfer \$20,000.00 from 751.6023 Fulltime-OT to 751.6022 Full-Time Regular; transfer \$500.00 from 751.7323 Crash Fire Rescue to 751.6517.6 Crash Fire Rescue; transfer \$742.00 from 751.6517.1 Plane, Train, Bus to 751.6517.2 General Supplies; transfer \$1,904 from 751.6283 Meals & Lodging to 751.6748 Other Operating Supplies; transfer \$1,000 from 751.6323 Water/Sewer Eng. to 751.6789 Fuel Farm Mn; transfer \$500 from 751.6118 Satellite TV/Music to 751.6789 Fuel Farm Mn; transfer \$281 from 751.6116 Garbage to 751.6789 Fuel Farm Mn; transfer \$288 from 751.6052 Drug Testing Svc to 751.6763 Radio Equipment; transfer \$500 from 751.6777.1 Terminal Mn to 751.6777.6 General Aviation Bldg.; transfer \$500 from 751.6777.6 GA Bldg. Mn to 751.6777.1 Terminal Maintenance

Commissioners - Transfer \$1,850.92 from 012.6022 Fulltime – Regular to 012.6023 Fulltime – OT; transfer \$1,254.28 from 013.6517.2 Staff Development to 013.6517.4 Travel & Transportation; transfer \$770.56 from 013.6517.2 Staff Development to 013.6517.5 Meals & Lodging; transfer \$259,723.83 013.6145 Consulting

to 013.6140 Legal; transfer \$94.50 from 013.7538.1 Advanced Energy Economy to 013.7539 Other Misc.

Emergency Management - Transfer \$300.00 from 411.6517.4 Travel & Transportation to 411.6233 Computer Main Contracts; transfer \$30.89 from 411.6517.4 Travel & Transportation to 411.6734 Response/Relief Supplies;

Fleet - Transfer \$111.25 from 086.6532 Computer Supplies to 086.6531 General Supplies; transfer \$160.00 from 086.6517.3 Conference/Seminar/Wrk to 086.6517.2 Staff Development

Museum - Transfer \$228.08 from 721.6948 Other Insurance to 721.6531 General Supplies; transfer \$25.65 from 721.6517.2 Staff Development to 721.6531 General Supplies; transfer \$125.00 from 721.6517.3 Conf/Seminar/Wrk. To 721.6531 General Supplies; transfer \$435.56 from 721.6517.5 Meals and Lodging to 721.6531 General Supplies; transfer \$307.77 from 721.6303 Meals and Lodging to 721.6531 General Supplies; transfer \$1,500.00 from 721.6112 Electricity to 721.6092 Advertising

Parks & Recreation - Transfer \$3,500 from 7703.6024.302 Lifeguards to 7703.6024.314 Receptionists; transfer \$3,000 from 7705.6024.302 Lifeguards & General Staff to 7705.6024.310 Facility Monitor

Public Works - Transfer \$836 from 083.7271.16 Pool Slide Repair to 083.7271.16 Service Rec Cen Dehumidifiers; transfer \$1,438 from 083.7271.16 Pool Slide Repair to 083.7271.16 Replace Water Softener

OATH OF OFFICE:

Dallas Lamb – Part-Time Assistant Public Defender for Campbell County, 6th Judicial District, Appointment by Governor Mark Gordon

OFFICIAL BOND & OATH:

Troy A. Collins – Los Caballos Service & Improvement District

HAND WARRANTS:

CCCBT	\$210,309.52
CCEHBTA – Health	579,362.99
CCEHBTA – Dental	43,116.20
Delta Dental Plan of Wyoming	2,123.80
Campbell County Clerk Tax Account	20,803.06
Campbell County Treasurer – HSA/FLX	2,437.49
Campco Federal Credit Union	950.00
Great West Trust Company	4,525.00
Campbell County Clerk Tax Account	307,379.99
Campbell County Parks & Recreation Activity Fund	31.00
Campbell County Treasurer – HSA/FLX	42,884.59
Campco Federal Credit Union	276.01
Circuit Court of Campbell County	776.90
Great West Trust Company	35,606.66
Wyoming Child Support	1,688.38
WAG – Division of Criminal Investigation	30.00
First National Bank – Visa	1,500.00
Pearson Oil Co. Inc	26,431.22
Gillette College Foundation	2,800.00

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

No public comment was provided.

No open government topics were provided.

Commissioner Faber moved to approve funding in an amount not to exceed \$3,000 to Save the 4th of July to purchase hotdogs, buns, sausage, milk and juice, etc., including supplies for the Fourth of July activities, from the Parks and Recreation budget, as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Maul moved to approve Resolution #2040 Declaring Campbell County to be a Second Amendment Sanctuary County, as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve the Certificate of State Grant-In-Aid between the Wyoming Department of Transportation, Aeronautics Division, and Campbell County, State Project No. AGC018X, for improvements at Gillette Campbell County Airport in the amount of \$2,500, with no local match, for 2020 Aviation Encouragement, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the Certificate of State Grant-In-Aid, between the Wyoming Department of Transportation, Aeronautics Division, and Campbell County, State Project No. AGC019X, for costs associated with 2020 Marketing, for reimbursement of up to \$33,200 of eligible costs, with a minimum local share of \$33,200, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the Sub-Contract Award for Justice Assistance Grant (JAG) Funding between the Wyoming Division of Criminal Investigation (DCI) and the Campbell County Sheriff's Office for TFO salaries, in the amount not to exceed \$42,000 for the period June 1, 2020 to September 30, 2021, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the Position Vacancy Justification for the Detention Officer position in the Sheriff's Office, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the Position Vacancy Justification for the Legal Assistant position in the County Attorney's Office, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve the Position Vacancy Justification for the Custodian I position in the Public Works/Facilities department, as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the Position Vacancy Justification for the Maintenance Tech position in the Public Works/Facilities department, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the submission of the Coronavirus Emergency Supplemental Funding Program FY2020 Grant in an amount not to exceed \$63,682, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Maul moved to approve the Software License Agreement for Purchase, the Software Maintenance Agreement, and the Source Code Escrow Agreement between Global Vision Technologies, Inc. and Campbell County for FAMCare Implementation for Juvenile Probation in the amount not to exceed \$119,827.50, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Bell 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 (CST) Program services in an amount not to exceed \$113,558.39 for the period July 1, 2020 through June 30, 2021, and authorize the full cash match in the amount of \$36,122, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad 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 (CST) Program services in an amount not to exceed \$289,158.30 for the period July 1, 2020 through June 30, 2021 and authorize the full cash match in the amount of \$93,547, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Clark Fairbanks, with the YES House, expressed appreciation to the Board for the funding provided to the YES House.

Commissioner Bell moved the proposed Chapter 4 Rules Regulating Construction Amendments to be open for public comment for a period of at least 45 days and set a public hearing for August 4, 2020 to hear all comments, as recommended by the Campbell County Planning Commission and the Department of Public Works. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the Professional Services Contract between Western EcoSystems Technology, Inc. and Campbell County to review and update the 2016 Campbell County Natural Resource Land Use Plan in the amount not to exceed \$49,440, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved Public Works shall draw against the Irrevocable Letter of Credit #555 to complete the required improvements at the Fort Union Industrial Park to cover the cost thereof, if needed, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the District Support Grant Application for the Little Thunder Improvement and Service District in an amount not to exceed \$4,500, from the Optional One Percent Sales Tax fund, for the formation of their district, District Formation, Priority 1, as recommended by the Campbell County Department of Public Works. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the Software License Agreement, the Professional Services Agreement, and the Mutual Non-Disclosure and Confidentiality Agreement between Balboa Peaks Software LLC and Campbell County for the implementation of the Tyler Project, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Maul moved to approve the Professional Consulting Services Agreement between Waypoints Wyoming LLC and Campbell County, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve Resolution #2041 for the appointment of Leigh Anne Manlove, Laramie County District Attorney, in and for Laramie County, Wyoming or other designee of the Laramie County District Attorney's Office, to represent Campbell County and to make, in their sole discretion, a proper disposition of all potential criminal matters involving the State of Wyoming vs. Jackson C. Simons, Criminal Case #9215, in which the Campbell County Attorney's Office has a conflict of interest, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve the Urban Farming Lease Agreement between Equality State Farms LLC and Campbell County to create, maintain and operate an urban farm space at 601 Rohan for the period June 1, 2020 to June 1, 2023, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to appoint Holly Hink to the Children's Developmental Services Board to serve a three-year term, ending June 30, 2023. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to appoint Judge Nick Deegan, representing the District Court Judge, Kara Urhig, representing the Campbell County Department of Corrections, Chad Trebby, representing the Northern Wyoming Community College District, and Carrie Boedeker-Larson and Jeff Stephany representing at large positions to the Corrections Board to each serve a four-year term, ending June 30, 2024. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Maul moved to appoint Christopher Beltz to the Joint Powers Fire Board to serve a three-year term, ending June 30, 2023. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to accept the resignation of Samuel Aruajo from the Campbell County Parks & Recreation Board. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to appoint Doug Rose to the Parks and Recreation Board to serve a five-year term, ending June 30, 2025, and Tom Hammerquist to fulfill an unexpired term ending June 30, 2024. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to appoint Todd Hildebrand and Harry Averett to the Planning Commission to each serve a three-year term, ending June 30, 2023. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to accept the resignation of Helen Boyce from the Campbell County Public Health Board. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to appoint Valerie Amstadt to the Public Health Board to serve a five-year term, ending June 30, 2025 and Ivy McGowan-Castleberry to fulfill an unexpired term ending June 30, 2024. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Maul moved to appoint Troy Allee, Charlene Camblin, and Darin Edmonds to the Public Land Board to each serve a three-year term ending June 30, 2023. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to appoint Hollie Stewart to the Public Library Board to serve a three-year term, ending June 30, 2023. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to appoint Rita Cossit Mueller and Lalia Jagers to the Rockpile Museum Board to serve a three-year term, ending June 30, 2023. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to appoint Janice Chasteen to the Senior Center Board to serve a three-year term, ending June 30, 2023. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the submission of the CARES Act Supplemental Application for Funds to the Wyoming Community Services Program, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the amendments to the proposed budget for Fiscal Year 2020-2021, as presented:

Budget Amendments
Fiscal Year 2020-2021

	<u>Fund</u>	<u>Type</u>	<u>Acct#</u>	<u>Amount</u>	<u>Description</u>
Increase	General Fund	Expense	503.6022	\$3,076.	PH/WIC-Updated Grant

Increase	General Fund	Expense	503.6024	760.	PH/WIC-Updated Grant
Decrease	General Fund	Expense	503.6041	-2,326.	PH/WIC-Updated Grant
Decrease	General Fund	Expense	503.6042	-5,360.	PH/WIC-Updated Grant
Increase	General Fund	Revenue	1.4386.10110	-12,537.	PH/WIC-Updated Grant
Increase	General Fund	Expense	504.6554.2	8.	PH/MFH-Updated Grant
Increase	General Fund	Revenue	1.4392.20610	-8.	PH/MFH-Updated Grant
Decrease	General Fund	Expense	505.6022	-25,000.	PH/TANF-Updated Grant
Decrease	General Fund	Expense	505.6281	-1,000.	PH/TANF-Updated Grant
Decrease	General Fund	Expense	505.6517.3	-3,000.	PH/TANF-Updated Grant
Decrease	General Fund	Expense	505.6554.2	-11,993.	PH/TANF-Updated Grant
Decrease	General Fund	Revenue	1.4386.10502	40,993.	PH/TANF-Updated Grant
Decrease	General Fund	Expense	20601.6145.02	-22,500.	JP/CJSB-Updated Grant
Decrease	General Fund	Expense	20601.6145.04	-15,750.	JP/CJSB-Updated Grant
Decrease	General Fund	Expense	20601.6145.05	-1,350.	JP/CJSB-Updated Grant
Decrease	General Fund	Expense	20601.6145.08	-6,372.	JP/CJSB-Updated Grant
Decrease	General Fund	Expense	20601.6145.09	-14,000.	JP/CJSB-Updated Grant
Decrease	General Fund	Expense	20601.6517.26	-1,000.	JP/CJSB-Updated Grant
Decrease	General Fund	Revenue	1.4392.20601	60,972.	JP/CJSB-Updated Grant
Increase	General Fund	Expense	083.7269	500,000.	Road Management Plan
Increase	General Fund	Cash Carryover	1.5999	-500,000.	Road Management Plan
Decrease	PILT	Expense	010.7269	-500,000.	Road Management Plan
Increase	PILT	Expense	010.7191	400,000.	General Items
Decrease	PILT	Cash Carryover	010.5999	100,000.	General Items
Decrease	One Percent	Expense	020.7085.53	-3,626.	District Support Grant
Decreased	One Percent	Cash Carryover	020.5999	3,626.	District Support Grant

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

Commissioner Bell moved to approve Resolution #2042 for the adoption of the Fiscal Year 2020-21 County Budget, pursuant to Wyoming Statute 16-4-111(a), as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Resolution No. 2042

ADOPTION OF COUNTY BUDGET FOR FISCAL YEAR 2020-2021

WHEREAS, a summary of the proposed budget for Fiscal Year (FY) 2020-2021 was entered into the minutes of the Board of County Commissioners on June 2, 2020 and was published in the Gillette News Record on June 6, 2020 pursuant to W.S. 16-4-109(a); and,

WHEREAS, the Board of County Commissioners held a public hearing on the proposed budget on June 15, 2020 commencing at 6:00 p.m.; and,

WHEREAS, following the publication of the proposed budget, certain amendments were made but no revisions were made following the public hearing all of which fully appears in the minutes of this Board;

NOW, THEREFORE, BE IT RESOLVED that pursuant to W.S. 16-4-111(a), the Fiscal Year 2020-21 Budget for Campbell County, as amended, is adopted, as attached; and the following appropriations are made:

Elected Offices	
County Assessor	\$ 1,246,606
County Attorney	\$ 3,442,843

County Clerk	\$ 3,283,366
County Clerk of District Court	\$ 1,682,489
County Commissioners	\$ 4,121,021
County Coroner	\$ 277,347
County Sheriff	\$18,837,467
County Treasurer	\$ 1,307,527

Departments & Appointed Boards

Airport Board	\$ 1,524,047
Children's Developmental Services	\$ 6,246,590
Cooperative Extension Service	\$ 422,797
Emergency Management	\$ 282,601
Fair Board	\$ 646,488
Fleet	\$ 131,090
Human Resources	\$ 3,821,347
Information Technology	\$ 2,837,477
Juvenile Probation	\$ 1,010,32
Law Library	\$ 3,000
Library Board	\$ 3,796,884
Museum Board	\$ 562,602
Parks & Recreation Board	\$ 6,005,106
Public Health Board	\$ 3,137,738
Public Works	\$ 3,665,603
Road & Bridge	\$ 6,011,426

Joint Powers Boards

Fire Board (including 1% & Construction)	\$ 3,962,601
Public Land Board (CAM-PLEX)	\$ 3,112,037

General

Capital Construction	\$ 5,677,800
Capital Outlay	\$ 1,379,577
E-911 Equipment Fund	\$ 566,000
Optional Sales Tax (1%)	\$ 7,662,520
Grants	\$ 9,380,921
Payment in Lieu of Taxes (PILT)	\$ 2,250,000
Vehicle Replacement Fund	\$ 1,558,500
Campus Maintenance	\$ 50,000
Recreation Center Maintenance Reserve	\$ 54,000
County Building Maintenance	\$ 3,670,497
Gaming Funds	\$ 947,800

TOTAL BUDGET \$114,576,043

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

ADOPTED this 16thth day of June 2020.
 BOARD OF COUNTY COMMISSIONERS
 CAMPBELL COUNTY, WYOMING

Commissioner Shelstad moved to adopt the Fiscal Year 2020-2021 Budget Message, pursuant to Wyoming Statute 16-4-101(d), as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

BUDGET MESSAGE FISCAL YEAR 2020-2021

Introduction

W.S. 16-4-104(d) requires that each proposed and adopted budget be accompanied by a budget message in explanation of the budget, containing an outline of the proposed financial policies for the budget year, and a description of the important features of the budgetary plan. It must also include the reasons for changes from the previous year in appropriation and revenue items and explain any major changes in financial policy.

Financial Policies

Campbell County Government shall continue to be governed by the Fiscal Policies and Procedures Manual adopted by the Board of Commissioners on March 5, 1991, and as subsequently amended by the Board.

Important Features of the Budgetary Plan

For the fiscal year 2020/2021 budget, beginning July 1st, the highest priority is to appropriately fund the operational budgets of county offices, departments, and boards in order to provide the public with those services identified and required under Wyoming Statute. Annually, the Board of Commissioners reviews and determines the total mill to be levied, based upon budgetary needs. Historically, the Board has set the mill levy below the maximum level of twelve (12) mills, and this year that direction continues with a mill levy proposed at 11.276. Under the Constitution of the State of Wyoming, Article 15 § 5, County levies are limited: For county revenue, there shall be levied annually a tax not to exceed twelve mills on the dollar for all purposes including general school tax, exclusive of state revenue, except for payment of public debt and the interest thereon.

For fiscal year 2020/2021, the emphasis will be on providing basic services at levels established in the preceding fiscal year. This emphasis was communicated to departments and boards in the budget message provided to departments and boards prior to their budget submissions in anticipation of projected declining revenues due to the mineral industry market and COVID-19. Departments were asked to keep requested expenditures at or below fiscal year 2019-2020 levels. Accordingly, construction and capital outlay was also reduced from \$13,335,500 to \$5,677,800 and \$3,048,909 to \$1,379,577, respectively. Significant projects for fiscal year 2020-2021 includes:

- completion of work required for relocation of Road & Bridge to the Hannum site,
- landfill remediation,
- building maintenance and repairs due in part to storm activity, and;
- parking garage rehabilitation

Significantly, a decision was made to delay the remodel of the site identified as the courthouse annex with a projected cost of \$1.8 million.

The Optional 1% sales tax budget is \$8,041,171 in FY 2020-2021 which includes Joint Powers Fire Board allocation of \$378,651. This budget is reflective of a flat projection in sales tax revenues. The Optional 1% sales tax approved by the citizens of Campbell County every four years continues to be used for projects and activities supported by the citizens of Campbell County as reflected in a survey, which include county roads and equipment, operating funding

for the Senior Center and local human services providers, public safety equipment, landfill improvements and equipment, Gillette College, library collection and museum activities, Veteran's services, and additional youth programs.

The FY 2020-21 County Budget separated by expenditure category:

Total Operating	79%
Total Capital	1%
Total Capital Construction	5%
Optional 1% Sales Tax	7%
Grants	8%
	100.00%

Changes in Appropriations and Revenue

The assessed valuation for Campbell County is projected to fall from \$4,470,155,344 to \$4,242,000,000. The budget for Fiscal Year 2020/21 will fall accordingly from \$128,362,617 to \$114,576,043, a decrease of just under \$14 million. The Board of Commissioners has efficiently organized and budgeted judiciously acknowledging the continued expected decline of the assessed valuation and reduced revenues both in this fiscal year and the subsequent fiscal year.

No merit or COLA adjustments have been budgeted for county employees although some adjustments were made to wages due the results of a compensation study performed by Segal Waters which showed a market adjustment was needed for some Sheriff Office and Fire Department employees.

Major Changes in Financial Policy

There have not been major changes in financial policy.

APPROVED this 16th day of June 2020.
BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING

The Board convened into the Board of Equalization at 11:40 AM.

Commissioner Shelstad moved to approve the following Order Dismissing Appeals: Docket Number 2020-04 Enerflex Energy Systems, Inc; Docket Number 2020-05 K2 Hospitality, LLC; Docket Number 2020-06 K2 Hospitality, LLC; Docket Number 2020-07 K2 Hospitality, LLC. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

The Board adjourned the Board of Equalization and reconvened into their regular meeting at 11:45 AM.

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 11:45 PM. The next regular meeting of the Commissioners will be held Tuesday, July 7, 2020, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Susan F. Saunders, County Clerk
Board of County Commissioners

DG Reardon, Chairman
Board of County Commissioners

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

Office of County Commissioners
June 16, 2020
Gillette, WY

The Campbell County Board of Commissioners met with the Museum Board, Tuesday, June 16, 2020 at 6:00 PM.

Present were Rusty Bell, Del Shelstad, Colleen Faber, DG Reardon, Bob Maul, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director and members of the Museum Board.

Robert Henning, Museum Director, provided an update on the Museum's upcoming spring events.

Discussion was held on the fire detection line. Carol Seeger will follow up with Bill Beastron regarding the detection line.

Discussion was held on the Museum having its own social media platforms. The County will need to confirm before the Museum moves forward.

An update was provided on the new collection storage room.

Discussion was held on a possible grant for an equipment IMLS application and compact mobile storage system.

John Daly stated the purpose of a museum is to collect, preserve and educate.

No action was taken at the Museum Board meeting, the Commissioners left the meeting at 6:40 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

Rusty Bell, Chairman
Board of County Commissioners

Office of County Commissioners
June 18, 2020
Gillette, WY

The Campbell County Board of Commissioners met with the Lodging Tax Board, Thursday, June 18, 2020 at 3:00 PM.

Present were Rusty Bell, Bob Maul, DG Reardon, Del Shelstad, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director and members of the Lodging Tax Board. Commissioner Colleen Faber was absent from the meeting.

An update was provided on year end revenue numbers, staffing hours due to COVID-19 and the balance in the 10% MOU account.

Discussion was held on a 2% lodging tax increase being on the General Election ballot in November.

An update was provided on the visitor's center moving into the building with the Chamber of Commerce.

An update was provided on the annual report video. A copy will be sent to the Board.

No action was taken at the meeting and the Commissioners left at 4:00 PM.

Susan F. Saunders, County Clerk
Board of Commissioners

DG Reardon, Chairman
Board of Commissioners

SHERIFF'S OFFICE
MONTHLY STATEMENT
MAY 2020

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

The State of Wyoming } ss.
County of Campbell }

This instrument was filed
on the ____ day of _____
20_____

County Clerk

By _____
Deputy

MONTHLY SHERIFF'S STATEMENT

Statement of the collections of **Scott Matheny** as Sheriff within and for the County of Campbell, State of Wyoming, for the month ending **May 2020** and filed with the County Clerk for presentation of the Board of County Commissioners of said County as required by Wyoming State Statute 18-3-814.

Service Fees	2,700.00
Fingerprint Fees	445.00
Background Fees	48.00
Copy Fees	39.00
Notary Fees	10.00
Sheriff's Sale & Sheriff's Certificate Fees.....	105.00
Executions	0.00
COUNTY SHERIFF Concealed Firearm Permit Fees	415.00
Sex Offender Registration Fees	312.50
Salvage Vehicle Sales	0.00
Towing Fees	0.00
Foreclosure Sales	211,154.60
Misc. Refund	0.00
General Fund	0.71
E911	50,000.00
Town of Wright Reimbursement	0.00
Town of Wright 911	0.00
Campbell County Fire Department 911.....	0.00
Campbell County Health 911	0.00
WASCOP Grant	0.00
	265,229.81

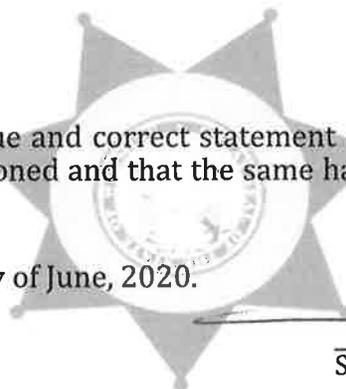
STATE OF WYOMING

§

COUNTY OF CAMPBELL

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

WITNESS my hand and seal this 1st day of June, 2020.





 Sheriff of Campbell County

PAYROLL PAYMENT

FOR THE PAY PERIOD (s) ENDING

June 13, 2020

June 30, 2020

_____, _____

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

Member

Member

Member

Member

Chairman

PETITION FOR REBATE/CANCELLATION OF TAXES

6-3-20
date processed

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4115

NAME: DEVON ENERGY PRODUCTION COMPANY LP

NOTICE ISSUED FOR:

NOVC# 2020-0190

OTHER:

PARTIAL
 REBATE
 CANCELLATION

YEAR 2010

TAX NOTICE NO. 1386

DISTRICT NO. 100

ASSESSED VALUATION: 25,507

AMOUNT:\$ 1,524.58

Troy A. Gementa COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS _____ DAY OF _____, 20 _____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 _____

COUNTY CLERK

PETITION FOR REBATE/CANCELLATION OF TAXES

6-3-20
date processed

STATE OF WYOMING
COUNTY OF CAMPBELL

No: 4116

NAME: DEVON ENERGY PRODUCTION COMPANY LP

NOTICE ISSUED FOR:

NOVC# 2020-0190

OTHER:

PARTIAL
 REBATE
 CANCELLATION

YEAR 2011

TAX NOTICE NO. 1396

DISTRICT NO. 100

ASSESSED VALUATION: 151

AMOUNT:\$ 8.98

 COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS _____ DAY OF _____, 20 _____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 _____

COUNTY CLERK

PETITION FOR REBATE/CANCELLATION OF TAXES

6-3-20
date processed

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4117

NAME: ANTELOPE COAL LLC

NOTICE ISSUED FOR:

NOVC#

OTHER: PER COUNTY ATTORNEY & TREASURER

PARTIAL
 REBATE
 CANCELLATION

YEAR 2018

TAX NOTICE NO. 112

DISTRICT NO. 100

ASSESSED VALUATION: 74,782,473

AMOUNT:\$ 4,457,558.87

Joy A. Coments COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS _____ DAY OF _____, 20 _____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 _____

COUNTY CLERK

PETITION FOR REBATE/CANCELLATION OF TAXES

6-3-20
date processed

STATE OF WYOMING
COUNTY OF CAMPBELL **No: 4118**

NAME: ENCORE ENERGY PARTNERS OPER LLC

NOTICE ISSUED FOR:
NOVC# 2020-0226
OTHER:

PARTIAL
 REBATE
 CANCELLATION

YEAR 2015
TAX NOTICE NO. 1611
DISTRICT NO. 100

ASSESSED VALUATION: 2,778,308

AMOUNT:\$ 165,553.82

Troy D. Clements **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

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

BOARD OF COUNTY COMMISSIONERS

FILED _____ , **20** _____

_____ **COUNTY CLERK**

6-3-20
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4119

NAME: M & K OIL COMPANY

NOTICE ISSUED FOR:

NOVC# 2020-0217

OTHER:

PARTIAL
 REBATE
 CANCELLATION

YEAR 2019

TAX NOTICE NO. 3126

DISTRICT NO. 100

ASSESSED VALUATION: _____ 40

AMOUNT:\$ _____ 2.40

Froy D. Clemente **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

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

BOARD OF COUNTY COMMISSIONERS

FILED _____ , **20** _____

_____ **COUNTY CLERK**

6/8/20
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4120

NAME: FOX MARK D & JOE W

NOTICE ISSUED FOR:

NOVC#

OTHER: ABANDONED TITLE

 PARTIAL

 REBATE

CANCELLATION

YEAR 2015

TAX NOTICE NO. 7307

DISTRICT NO. 115

ASSESSED VALUATION: 1,043

AMOUNT:\$ 62.16

Troy A. Jaramila COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS _____ DAY OF _____, 20 ____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

6/8/20
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES
STATE OF WYOMING
COUNTY OF CAMPBELL

No: 4121

NAME: FOX MARK D & JOE W

NOTICE ISSUED FOR:

NOVC#

OTHER: ABANDONED TITLE

PARTIAL
 REBATE
 CANCELLATION

YEAR 2016

TAX NOTICE NO. 7258

DISTRICT NO. 115

ASSESSED VALUATION: 663

AMOUNT:\$ 39.48

 COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS _____ DAY OF _____, 20 _____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 _____

COUNTY CLERK

6/8/20
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4122

NAME: FOX MARK D & JOE W

NOTICE ISSUED FOR:

NOVC#

OTHER: ABANDONED TITLE

PARTIAL

REBATE

CANCELLATION

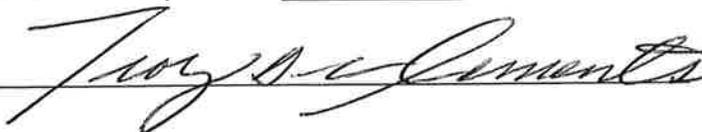
YEAR 2017

TAX NOTICE NO. 7249

DISTRICT NO. 115

ASSESSED VALUATION: 619

AMOUNT:\$ 36.82

 **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

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

BOARD OF COUNTY COMMISSIONERS

FILED _____ , 20 _____

_____ **COUNTY CLERK**

PETITION FOR REBATE/CANCELLATION OF TAXES
STATE OF WYOMING
COUNTY OF CAMPBELL

6/8/20
date processed

No: 4123

NAME: FOX MARK D & JOE W

NOTICE ISSUED FOR:

NOVC#

OTHER: ABANDONED TITLE

PARTIAL
 REBATE
 CANCELLATION

YEAR 2018

TAX NOTICE NO. 7152

DISTRICT NO. 115

ASSESSED VALUATION: 605

AMOUNT:\$ 36.06

Joy A. Clummond COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS _____ DAY OF _____, 20____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20____

COUNTY CLERK

6/8/20
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4124

NAME: FOX MARK D & JOE W

NOTICE ISSUED FOR:

NOVC#

OTHER: ABANDONED TITLE

PARTIAL
 REBATE
 CANCELLATION

YEAR 2019

TAX NOTICE NO. 7159

DISTRICT NO. 115

ASSESSED VALUATION: 583

AMOUNT:\$ 34.94

 COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS _____ DAY OF _____, 20 _____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 _____

COUNTY CLERK

6-16-20
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES
STATE OF WYOMING
COUNTY OF CAMPBELL **No: 4125**

NAME: BUSHOR RAMONA

NOTICE ISSUED FOR:

NOVC#

OTHER: MOBILE HOME BURNED

PARTIAL
 REBATE
 CANCELLATION

YEAR 2017

TAX NOTICE NO. 753

DISTRICT NO. 100

ASSESSED VALUATION: 381

AMOUNT:\$ 22.66

Joy A. Jaramila **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

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

BOARD OF COUNTY COMMISSIONERS

FILED _____, **20** _____

_____ **COUNTY CLERK**

6-16-20
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES
STATE OF WYOMING
COUNTY OF CAMPBELL **No: 4126**

NAME: BUSHOR RAMONA

NOTICE ISSUED FOR:

NOVC#

OTHER: MOBILE HOME BURNED

PARTIAL
 REBATE
 CANCELLATION

YEAR 2018

TAX NOTICE NO. 775

DISTRICT NO. 100

ASSESSED VALUATION: 355

AMOUNT:\$ 21.16

Joyce A. Clements **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

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

BOARD OF COUNTY COMMISSIONERS

FILED _____, **20** _____

_____ **COUNTY CLERK**

6-16-20
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4127

NAME: BUSHOR RAMONA

NOTICE ISSUED FOR:

NOVC#

OTHER: MOBILE HOME BURNED

PARTIAL
 REBATE
 CANCELLATION

YEAR 2019

TAX NOTICE NO. 800

DISTRICT NO. 100

ASSESSED VALUATION: 372

AMOUNT:\$ 22.30

Troy A. Clements **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

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

BOARD OF COUNTY COMMISSIONERS

FILED _____, **20** _____

_____ **COUNTY CLERK**

**CONTRACT FOR SERVICES AGREEMENT
ADULT TREATMENT COURT
Fiscal Year 2020-2021**

Parties: This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and Adult Treatment Court, 500 S. Gillette Avenue, Suite 2500, Gillette, Wyoming, (hereafter, "CONTRACTOR").

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

Term: This agreement shall be in effect for a one-year term beginning July 1, 2020 and ending on June 30, 2021.

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, up to a total of \$13,500 from Optional One Percent funds for the services outlined below. The COUNTY shall fund the CONTRACTOR, up to \$93,547 in local match funding for operations of the Adult Treatment Courts and up to an additional \$15,000 in supplemental Optional One Percent funds for Court Supervised Treatment.

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

Responsibilities of Contractor: CONTRACTOR shall:

1. Provide Treatment Court counseling services for clients residing in Campbell County.

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

3. Submit to the COUNTY a copy of your previous year's annual financial compilation, review, or audit when completed.
4. Participate in an annual compliance monitoring visit with the CARE Board.
5. Ensure all Board Members attend a board training workshop once during their three-year term.

Miscellaneous Provisions:

1. By entering into this agreement, COUNTY does not waive its sovereign immunity or any other defense provided by law.
2. It is understood by both parties the funding provided to the CONTRACTOR is budgeted through the Optional One Percent Sales Tax account, most recently approved by the voters of Campbell County in November 2018.

Signatures:

CAMPBELL COUNTY

 D.G. Reardon, Chairman
 Board of Commissioners

 Date

ATTEST:

 Susan F. Saunders, County Clerk

ADULT TREATMENT COURTS

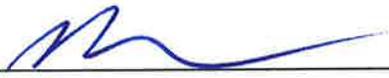


 Paul S. Phillips, Chairman *Vice-Chair*
 Board of Directors

6/29/20

 Date

ATTEST:



 Ron Wirthwein

**CONTRACT FOR SERVICES AGREEMENT
JUVENILE & FAMILY DRUG COURT
Fiscal Year 2020-2021**

Parties: This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and Juvenile & Family Drug Court, 500 S. Gillette Avenue, Gillette, Wyoming, (hereafter, "CONTRACTOR").

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

Term: This agreement shall be in effect for a one-year term beginning July 1, 2020 and ending on June 30, 2021.

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, up to a total of \$8,100 for services set out below.

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

Responsibilities of Contractor: CONTRACTOR shall:

1. Provide Drug Court counseling services for Juvenile and Youth Intervention Track (YIT) clients residing in Campbell County.

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

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

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

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

Miscellaneous Provisions:

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

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

Signatures:

CAMPBELL COUNTY

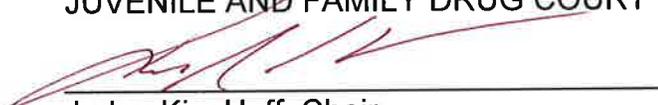
D.G. Reardon, Chairman
Board of Commissioners

Date

ATTEST:

Susan F. Saunders, County Clerk

JUVENILE AND FAMILY DRUG COURT

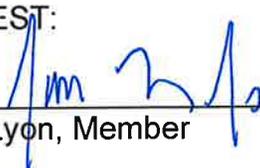


Judge Kim Hoff, Chair

6/23/2020

Date

ATTEST:



Jim Lyon, Member



CITY OF GILLETTE

Finance Division

201 E. 5th Street • Gillette, Wyoming 82716

Phone 307.686.5208

www.gillettewy.gov

CONTRACT FOR SERVICES

Community Service Supervisor

Between

THE CITY OF GILLETTE

And

CAMPBELL COUNTY

1. Parties. The parties to this Contract are The City of Gillette (hereinafter “the City”), whose address is 201 E. 5th Street, Gillette, Wyoming 82716 and Campbell County (hereinafter “the Contractor”), whose address is 500 S. Gillette Avenue, Gillette, Wyoming, 82716.
2. Purpose. The purpose of this contract is to provide the services of the Community Service Supervisor to the Municipal Court of the City of Gillette, to provide supplies to aid in the furtherance of these services, and to provide workers’ compensation insurance for all juveniles sentenced to perform community service hours by the Municipal Court and supervised by the Community Service Supervisor or those diverted from the Municipal Court and performing community service through the Juvenile Diversion Program.
3. Term of Contract and Required Approvals. This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from July 1, 2020 through June 30, 2021. All services shall be completed during this term. This Contract may be renewed by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of renewal by either party, and any renewal will be determined at the discretion of the parties.
4. Payment. The City agrees to pay Contractor the total sum of ninety-three thousand, three hundred fifty-five dollars (\$93,355.00) for the services described herein, payable in four (4) equal installments of twenty-three thousand, three hundred thirty-eight dollars and seventy-five cents (\$23,338.75).

Payment will be made within thirty (30) days of receipt of an invoice conforming with the City’s procurement requirements. The total payment under the Contract will not exceed \$93,355.

5. Responsibilities of the Contractor. Contractor will provide the services of the Community Service Supervisor to the Municipal Court of the City of Gillette whose duties include, but are not limited to, the following:

- A. Attend weekly Municipal Court sessions to obtain referrals from the Municipal Court Judges(s) of those juveniles ordered to perform community service hours;
- B. Meet with the juvenile and/or parents(s) for the purpose of explaining the role of community service assignments, collecting information, assuring compliance, and assigning tasks;
- C. Assign juveniles to a community service worksite, either on an individual basis, or as part of a workgroup of juvenile diversioners, based on the recommendations of the referring source and the numbers of hours to be performed;
- D. Develop work projects for those youth who cannot be placed at traditionally utilized sites;
- E. Assure that the populations of juvenile probationers and juvenile diversioners are not mixed at any locations, including the Community Service Supervisor's office, a worksite, or on a work crew;
- F. Supervise performance of community service assignments by either accompanying workgroups to their work sites, maintaining close contact with an individual worksite supervisor and/or performing spot checks at the individual worksites;
- G. Have at least weekly face-to-face contact with juvenile, collecting their time sheet, and obtaining the input of the worksite supervisor regarding their punctuality, work ethic, and attitude;
- H. Track completion of hours worked utilizing the County's database collection system, and report compliance or non-compliance to the referring source, appearing in Court for revocation proceedings, as necessary;
- I. Prepare monthly reports summarizing the hours worked by all juveniles in the format required by the referring source;
- J. Maintain regular contact, both by telephone and in person, with existing community service worksite supervisors and develop additional worksites within the community;
- K. Interface with representatives of various agencies for the purpose of gathering and disseminating information regarding the juvenile;
- L. Attend monthly meetings of the Juvenile Services Partnership, or other civic organizations, to remain abreast of the County's community services needs and to develop additional worksites;
- M. Maintain TEG Tobacco Cessation Education Certification and facilitate tobacco cessation education in the Community Service program.

Contract will additionally provide worker's compensation insurance coverage for those youth referred from Municipal Court for community service hours and those youth diverted from Municipal Court in the Juvenile Diversion Program who perform community service hours.

6. Responsibilities of the City. The City will provide all information regarding the referred individuals(s) that is reasonably necessary for the performance of services under this agreement. The City will pay for services under this Contract pursuant to paragraph four (4) herein.

7. General Provisions.

A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed, and signed by all parties to this Contract.

B. **American with Disabilities Act.** Neither party shall discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act., P.L. 101-336, 42. U.S.C. 12010, *et seq.*, and any properly promulgated rules and regulations related thereto.

C. **Applicable Law / Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming.

D. **Assignment / Contract Not Used As Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party.

E. **Audit / Access to Records.** The parties shall have access to any documents, papers, and records which are pertinent to fulfilling the terms of this Contract.

F. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless appropriate written authorizations are executed for its release.

G. **Entirety of Contract.** This Contract, consisting of five (5) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

H. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract; if such failure to perform arises out of causes beyond the control and

without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- I. **Contract for Services.** The Contractor shall provide contractual services under this Contract, and neither the Contractor, nor the Community Service Supervisor, nor any agent of the Contractor shall be considered an employee of the City of Gillette for any purpose.
 - J. **Notices.** All notices arising out of, or from, the provisions of the Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person.
 - K. **Ownership of Documents / Work Product.** All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Contract are at all times property of the Contractor.
 - L. **Equipment and Supplies.** The Contractor shall provide all necessary supplies to the Community Service Supervisor, and shall not invoice the City for any additional amounts beyond that set forth herein.
 - M. **Termination of Contract.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice.
8. Signatures. In witness thereof, the parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

DATED this 23rd day of June, 2020

CITY OF GILLETTE, WYOMING:



Louise Carter-King, Mayor

ATTEST:



Cynthia Staskiewicz, City Clerk

CAMPBELL COUNTY:

BY: _____
Campbell County Commissioners, Chairman



CITY OF GILLETTE

Finance Division
201 E. 5th Street • Gillette, Wyoming 82716
Phone 307.686.5208
www.gillettewy.gov

CONTRACT FOR SERVICES

Drug Testing Services for Municipal Court

Between

THE CITY OF GILLETTE

And

CAMPBELL COUNTY

1. Parties. The parties to this Contract are The City of Gillette (hereinafter “the City”), whose address is 201 E. 5th Street, Gillette, Wyoming 82716 and Campbell County (hereinafter “the Contractor”), whose address is 500 S. Gillette Avenue, Gillette, Wyoming, 82716.
2. Purpose. The purpose of this contract is to provide drug testing services (i.e. supplies and analysis) to aid in the furtherance of the services of the Municipal Court Probation Officers for the City of Gillette.
3. Term of Contract and Required Approvals. This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from July 1, 2020 through June 30, 2021. All services shall be completed during this term. This Contract may be renewed by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of renewal by either party, and any renewal will be determined at the discretion of the parties.
4. Payment. The City agrees to pay Contractor the total sum of fifteen thousand dollars and zero cents (\$15,000.00) for the services described herein, payable in four (4) equal installments of three thousand, seven hundred and fifty dollars and zero cents (\$3,750.00).

Payment will be made within thirty (30) days of receipt of an invoice conforming with the City’s procurement requirements. The total payment under the Contract will not exceed \$15,000.00.
5. Responsibilities of the Contractor. Contractor will provide urinalysis testing supplies, testing, and confirmation to be utilized by the Municipal Court Probation Officers for the City of Gillette.
6. Responsibilities of the City. The City will provide all information regarding the referred individuals(s) that is reasonably necessary for the performance of services under this

agreement. The City will pay for services under this Contract pursuant to paragraph four (4) herein.

7. General Provisions.

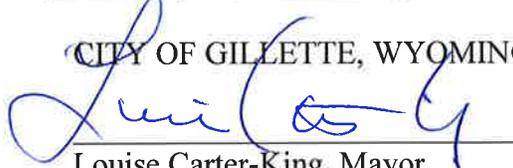
- A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed, and signed by all parties to this Contract.
- B. **American with Disabilities Act.** Neither party shall discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act., P.L. 101-336, 42. U.S.C. 12010, *et seq.*, and any properly promulgated rules and regulations related thereto.
- C. **Applicable Law / Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming.
- D. **Assignment / Contract Not Used As Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party.
- E. **Audit / Access to Records.** The parties shall have access to any documents, papers, and records which are pertinent to fulfilling the terms of this Contract.
- F. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless appropriate written authorizations are executed for its release.
- G. **Entirety of Contract.** This Contract, consisting of three (3) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- H. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract; if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to

perform is beyond the control and without the fault or negligence of the nonperforming party.

- I. **Contract for Services.** The Contractor shall provide contractual services under this Contract, and neither the Contractor nor any agent of the Contractor shall be considered an employee of the City of Gillette for any purpose.
 - J. **Notices.** All notices arising out of, or from, the provisions of the Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person.
 - K. **Ownership of Documents / Work Product.** All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Contract are at all times property of the Contractor.
 - L. **Equipment and Supplies.** The Contractor shall provide all necessary supplies for the Municipal Court Probation Officers to conduct urinalysis testing, and shall not invoice the City for any additional amounts beyond that set forth herein.
 - M. **Termination of Contract.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice.
8. **Signatures.** In witness thereof, the parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

DATED this 18th day of June, 2020

CITY OF GILLETTE, WYOMING:


Louise Carter-King, Mayor

ATTEST:


Cynthia Staskiewicz, City Clerk

CAMPBELL COUNTY:

BY: _____
Campbell County Commissioners, Chairman



CITY OF GILLETTE

Finance Division
201 E. 5th Street • Gillette, Wyoming 82716
Phone 307.686.5208
www.gillettewy.gov

GRANT AGREEMENT

1. Parties: This agreement is made between the City of Gillette, Gillette, Wyoming, hereinafter called the "City" and **Campbell County Adult Treatment Court**, hereinafter called "AGENCY".

2. Purpose: The CITY finds that it is in the public interest to provide financial support to the AGENCY, to enable that organization to provide intensive and supervised substance abuse treatment to the citizens of Gillette & Campbell County.

3. Provision of Services: The AGENCY, a governmental organization, engaged in providing the services described in their 2020-2021 Funding Request, agrees to provide those services to the people of Gillette and Campbell County, during the following period of time: City of Gillette Fiscal Year 2020-2021.

4. Payment: In consideration of the agreement of the AGENCY to provide the services described herein, for the period described herein, the CITY agrees to provide funding in the amount up to **\$10,500**. Payment shall be made in four quarterly installments, based on the City's fiscal year, upon calculation of the 1% sales tax revenue received that quarter.

5. Effective Date/Termination: This agreement shall be effective as of the 1st day of July 2020, and shall continue through the 30th day of June 2021, at which time the contract shall terminate. The agreement may be terminated during the specified contract period by either party upon thirty (30) days written notice. In the event of such termination, the AGENCY shall only receive payment for services rendered and may, as a result of termination, be required to reimburse the CITY.

6. Program Reports: Upon request the AGENCY agrees that it will prepare and submit a written report to the CITY which outlines the activities undertaken and the people or organizations served in accordance with the requirements of the contract, and will be submitted to the attention of the City Finance Director.

7. Financial Accounting: The AGENCY agrees to furnish one of the following, as determined by the CITY: an audit review, audit compilation, or tax return for the year preceding the contract year. In addition, the AGENCY agrees that the books and accounts of the

organization shall be open and available for inspection by officers or designated agents of the City upon reasonable notice and during normal business hours for the purpose of examining the same to assure compliance with the obligations of this agreement and applicable statutes and regulations.

DATED this 18th day of June, 2020

CITY OF GILLETTE, WYOMING:

A handwritten signature in blue ink, appearing to read "Louise Carter-King", written over a horizontal line.

Louise Carter-King
Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Cynthia Staskiewicz", written over a horizontal line.

Cynthia Staskiewicz
City Clerk

CAMPBELL COUNTY ADULT DRUG COURT:

BY: _____
Campbell County Commissioners
Chairman



CITY OF GILLETTE

Finance Division

201 E. 5th Street • Gillette, Wyoming 82716

Phone 307.686.5208

www.gillettewy.gov

GRANT AGREEMENT

1. Parties: This agreement is made between the City of Gillette, Gillette, Wyoming, hereinafter called the "City" and **Juvenile & Family Drug Court**, hereinafter called "AGENCY".

2. Purpose: The CITY finds that it is in the public interest to provide financial support to the AGENCY, to enable that organization to provide intensive and supervised substance abuse treatment to the citizens of Gillette & Campbell County.

3. Provision of Services: The AGENCY, a governmental organization, engaged in providing the services described in their 2020-2021 Funding Request, agrees to provide those services to the people of Gillette and Campbell County, during the following period: City of Gillette Fiscal Year 2020-2021.

4. Payment: In consideration of the agreement of the AGENCY to provide the services described herein, for the period described herein, the CITY agrees to provide funding in the amount up to **\$10,000**. Payment shall be made in four quarterly installments, based on the City's fiscal year, upon calculation of the 1% sales tax revenue received that quarter.

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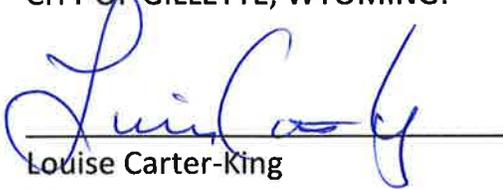
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City upon reasonable notice and during normal business hours for the purpose of examining the same to assure compliance with the obligations of this agreement and applicable statutes and regulations.

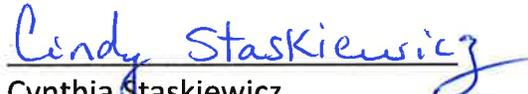
DATED this 18th day of June, 2020

CITY OF GILLETTE, WYOMING:



Louise Carter-King
Mayor

ATTEST:



Cynthia Staskiewicz
City Clerk

CAMPBELL COUNTY JUVENILE & FAMILY DRUG
COURT:

BY: _____
Campbell County Commissioners
Chairman

July 6, 2020,

Mr. Kristian Wyrobek
2843 26th Ave S
Minneapolis, MN 55406

RE: 7-Sigma is invited to make Gillette and Campbell County, Wyoming your new home

Dear Mr. Wyrobek,

We recently heard with great sadness about the destruction of the 7-Sigma polymer manufacturing facility in Minneapolis. On behalf of business, government, and community leaders from Gillette and Campbell County, Wyoming, we invite you to consider making Northeast Wyoming the new home for 7-Sigma.

Northeast Wyoming is home to peaceful communities proactively addressing national health and local economic issues. Northeast Wyoming has a population of more than 50,000 citizens, and Campbell County has less than 30 cases of COVID-19. Many large cities in the U.S. faced issues with COVID-19, protests, and rioting, but our community stands united. Wyoming continues to have the lowest rate of infection, and our leaders understand the precarious balance required to protect the health of the public and the health of the economy.

Campbell County celebrates innovation. We are an innovative, forward-thinking community. Our approach is to actively create the future we want for our community as opposed to reacting to market and industry fluctuations. Underscoring this concept are the steps we have taken to rewrite the narrative on carbon usage by creating an international research destination for advanced carbon product development and low-carbon/carbon-neutral power generation. 7-Sigma's innovative process would be a great addition to our community of innovators and entrepreneurs, as evidenced by Gillette College's Technical Education Center and Area 59 maker space, the Wyoming Small Business Development Center Network, and FUEL Business Incubator.

Northeast Wyoming is a great location to earn a higher ROI with lower expenses. Businesses choose our community for a low cost of living, and one of the lowest tax rates for businesses and individuals in the U.S. There is no personal income tax, no business income tax, and low property taxes, and our sales tax is 5%. Our community has benefited from visionary leaders who invested in the community to build facilities like the Energy Capital Sports Complex, our events and conference center CAM-PLEX, and the Pronghorn Center at Gillette College.

Our elected and government officials commit to being accessible and available to citizens and businesses. In a smaller community, it is common to run into the Mayor or a County Commissioner when going out to a restaurant for lunch; and when U.S. Senator Mike Enzi is away from the Senate, you can often find him at the local coffee shop in Gillette. Our strategic

partnerships include numerous federal and state agencies giving us unparalleled access to key decision-makers, which directly benefits local businesses. We work closely with our congressional delegation and state lawmakers to help meet industry needs in our area. Campbell County is also adept at leveraging our partnerships to obtaining grants and other funding sources to support local business development. We have a remarkable record of successfully advocating for local industry and workers.

Our top-notch transportation and distribution infrastructure makes transport easy. As one of the world's largest exporters of carbon-based minerals, we know how to move materials and products. We are conveniently located on a major transportation corridor with interstate rail service from UP and BNSF and industrial rail spurs. Interstate 90 runs through Gillette and runs from Boston to Chicago to Seattle. Highway 59 provides easy access to nearby Interstate 80 and 25. The Northeast Wyoming Regional Airport offers multiple daily flights to Denver International Airport.

Visionary leaders work together to make our community better. Our local government leaders, community leaders, and business leaders have a long history of working together and planning for uncertain times. When COVID-19 became a nationwide crisis, our leaders took immediate action to help businesses mitigate the economic impacts, while meeting changing demands of consumers. We are committed to helping our local industries thrive. Our leaders actively partner with businesses and business leaders to address current issues and plan for the next generation.

Our workforce is uniquely suited for advanced manufacturing. Our workforce is highly skilled in a wide array of technical areas and embodies the "The Cowboy Way," which is reflected in our work ethic. They take pride in hard work and a successful result. Gillette College offers degree programs, certificates, as well as professional training in construction, mining, and manufacturing to help our local workforce to meet the demands of ever-changing industry needs. Our maker space Area 59 is open to the public to become a member and learn to operate woodworking and metalworking machines as well as CAD, 3D printers, and other advanced technology.

Living in Campbell County is a lifestyle we cherish, and we think you will too. Additionally, the cost of living and business operations are attractive for employees and business owners. We welcome your consideration of the wide-open spaces of Gillette and Campbell County, Wyoming, as the future home for 7-Sigma.

Please reach out to us for more information or to schedule a tour of our incredible community.

Sincerely,

DG Reardon, Chairman
Campbell County Board of Commissioners

Louise Carter-King, Mayor
City of Gillette

Gail Lofing, Executive Director
Campbell County Chamber of Commerce

Phil Christopherson, CEO
Energy Capital Economic Development

Jessica Seeders, Executive Director
Campbell County Convention and Visitors Bureau



Campbell County
w y o m i n g

OFFICE

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

TO: Board of Commissioners
FROM: *Kevin Gaeis*
DATE: *6-23-2020*
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Date of Entry	Transfer From:			Transfer To:	
	Amount \$	Account #	Account Name	Account #	Account Name
	<i>15,000.00</i>	<i>020,7238</i>	<i>Skid loader</i>	<i>020,7195</i>	<i>Motor grader.</i>

Explanation:

was approved for another motor grader, Price slightly more than budgeted amount + anticipated, but skid loader price was less than anticipated. Total purchase price of all machines is less than the total budget for these 2 accounts

Director Approval: *Kevin Gaeis*



OFFICE

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

TO: Board of Commissioners
FROM: Wendy Balo, Public Works
DATE: 06/26/2020
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$4,500	020.7085	District Support Grants	020.7085.62	Little Thunder I & S

Explanation: Costs associated with new district formation



OFFICE

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

TO: Board of Commissioners
FROM:
DATE: 6/22/20
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
23 June 2020	\$200	083.7271.16	Pool Slide Inspection	083.7271.16	Replace Rec Cen Water Softeners

Explanation:

There were unforeseen costs once project started.

Director Approval: _____

MALT BEVERAGE PERMIT APPLICATION

Applicant Contact Person: Shaunda Bohl
Mailing Address: 3322 Georgia Cr Gullette WY 82718
Telephone Number: 307-689-3805
Event: Car Racing
Date: Aug. 15, 2020
Time: 12p-12a
Place: Thunder Speedway
Number of People Expected to Attend: 300
Please briefly describe premises to which alcoholic beverages will be consumed: Spectator Area

Security Provision (Check Applicable Box)

Private Security Firm []
Self Provided [x]
Please Describe: ID required at purchase

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

Age group expected: 0-100

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

ID required at purchase

Applicants that are receiving anything of value (i.e. money, goods and/or services) from any industry representative must answer the following: (per W.S. 12-5-402)

As an applicant for a 24 hour malt beverage, are you :

- A non-profit corporation organized under the laws of this state: YES [x] NO []
Qualified as a tax exempt organization under the Internal Revenue Code: YES [x] NO []
And have been in continuous operation for not less than two (2) years. YES [x] NO []

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

[Signature]
Applicant Signature

(Capacity or Position if necessary)

W.S. 12-4-502. Twenty-four hour malt beverage permit and catering permit; restrictions; application procedure; fees.

(a) A malt beverage permit authorizing the sale of malt beverages only may be issued by the appropriate licensing authority to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverage on the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit. W.S. 12-5-201 does not apply to this subsection.

(c) The permits authorized by this section shall be issued for one (1) twenty-four (24) hour period, subject to the schedule of operating hours provided by W.S. 12-5-101. No person or organization shall receive more than a total of twelve (12) malt beverage permits for sale at the same premises in any one (1) year.

W.S. 12-6-101. Sale, etc., prohibited; when possession unlawful; public drunkenness; falsification of identification; penalty; prima facie identification as defense.

(a) Any person who sells/furnishes, gives or causes to be sold, furnished or given away any alcoholic liquor or malt beverage to any person under the age of twenty-one (21), who is not his legal ward, medical patient or member of his own immediate family, is guilty of a misdemeanor. This subsection does not apply to sales by the commission or a wholesaler to a licensee under this title.

FOR OFFICE USE ONLY

Amount of Fee: 10.00 Date Paid: 6/30/2020 Date Authorized:

Paid By: Shaunda Bohl

Permit Authorized By: Board of Campbell County Commissioners

MALT BEVERAGE PERMIT APPLICATION

Applicant Contact Person: Shaunda Boh1

Mailing Address: 3322 Georgia Cr, Galletta Wy 82718

Telephone Number: 307-689-3805

Event: Car Racing

Date: Aug 22, 2020

Time: 12p-12a

Place: Thunder Speedways

Number of People Expected to Attend?: 300

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

Security Provision (Check Applicable Box)

Private Security Firm

Self Provided

Please Describe: NO required at purchase

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

Age group expected: 0-100

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

NO required at purchase

Applicants that are receiving anything of value... As an applicant for a 24 hour malt beverage, are you: A non-profit corporation... Qualified as a tax exempt organization... And have been in continuous operation for not less than two (2) years.

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

Applicant Signature: [Handwritten Signature]

(Capacity or Position if necessary)

W.S. 12-4-502. Twenty-four hour malt beverage permit and catering permit; restrictions; application procedure; fees. (a) A malt beverage permit authorizing the sale of malt beverages only may be issued by the appropriate licensing authority... (c) The permits authorized by this section shall be issued for one (1) twenty-four (24) hour period... W.S. 12-6-101. Sale, etc., prohibited; when possession unlawful; public drunkenness; falsification of identification; penalty; prima facie identification as defense. (a) Any person who sells/furnishes, gives or causes to be sold, furnished or given away any alcoholic liquor or malt beverage to any person under the age of twenty-one (21), who is not his legal ward, medical patient or member of his own immediate family, is guilty of a misdemeanor.

FOR OFFICE USE ONLY

Amount of Fee: \$10.00 Date Paid: 6/30/2020 Date Authorized:

Paid By: Shaunda Boh1

Permit Authorized By: Board of Campbell County Commissioners

MALT BEVERAGE PERMIT APPLICATION

Applicant Contact Person: Shaunda Boh1
Mailing Address: 3322 Georgia Cr, Gullette WY 82718
Telephone Number: 307-689-3805
Event: Car Racing
Date: Sept 4, 2020
Time: 12p-12a
Place: Thunder Speedway
Number of People Expected to Attend: 300
Please briefly describe premises to which alcoholic beverages will be consumed: Spectator Area

Security Provision (Check Applicable Box)

- Private Security Firm
Self Provided

Please Describe: ID required at purchase

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

Age group expected: 0-100

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

ID required at purchase

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

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

Applicant Signature

(Capacity or Position if necessary)

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

FOR OFFICE USE ONLY

Amount of Fee: \$10.00 Date Paid: 6/30/2020 Date Authorized:
Paid By: Shaunda Boh1
Permit Authorized By: Board of Campbell County Commissioners

MALT BEVERAGE PERMIT APPLICATION

Applicant

Contact Person

Shaunda Bohl

Mailing Address:

3322 Georgia Cir
Gillette, WY 82718

Telephone Number:

307-689-3805

Event

Car Racing

Date

Sept 5, 2020

Time

12 p - 12 A

Place

Thunder Speedway

Number of People Expected to Attend?

300

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

Spectator Area

Security Provision (Check Applicable Box)

Private Security Firm

Self Provided

Please Describe

ID required at purchase

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

Age group expected: 0-100

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

ID required at purchase

Applicants that are receiving anything of value (i.e. money, goods and/or services) from any industry representative must answer the following: (per W.S. 12-5-402)

As an applicant for a 24 hour malt beverage, are you :

A non-profit corporation organized under the laws of this state:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Qualified as a tax exempt organization under the Internal Revenue Code;	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
And have been in continuous operation for not less than two (2) years.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

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

Shaunda Bohl

Applicant Signature

(Capacity or Position if necessary)

W.S. 12-4-502. Twenty-four hour malt beverage permit and catering permit; restrictions; application procedure; fees.

(a) A malt beverage permit authorizing the sale of malt beverages only may be issued by the appropriate licensing authority to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverage on the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit. W.S. 12-5-201 does not apply to this subsection.

(c) The permits authorized by this section shall be issued for one (1) twenty-four (24) hour period, subject to the schedule of operating hours provided by W.S. 12-5-101. No person or organization shall receive more than a total of twelve (12) malt beverage permits for sale at the same premises in any one (1) year.

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FOR OFFICE USE ONLY

Amount of Fee: \$10.00

Date Paid: 6/30/2020

Date Authorized:

Paid By: Shaunda Bohl

Permit Authorized By: Board of Campbell County Commissioners

MALT BEVERAGE PERMIT APPLICATION

Applicant Contact Person

X Shaunda Bohl

Mailing Address:

3322 Georgia Cr
Gillette, WY 82718

Telephone Number:

307-689-3805

Event

Car racing

Date

Sept 6, 2020

Time

12pm - 12am

Place

Thunder Speedway

Number of People Expected to Attend?

300

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

Spectator area

Security Provision (Check Applicable Box)

Private Security Firm

Self Provided

Please Describe

ID required at purchase

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

Age group expected: 0-100

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

ID required at purchase

Applicants that are receiving anything of value (i.e. money, goods and/or services) from any industry representative must answer the following: (per W.S. 12-5-402)

As an applicant for a 24 hour malt beverage, are you :

- A non-profit corporation organized under the laws of this state: YES NO
Qualified as a tax exempt organization under the Internal Revenue Code; YES NO
And have been in continuous operation for not less than two (2) years. YES NO

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

X [Signature]
Applicant Signature

(Capacity or Position if necessary)

W.S. 12-4-502. Twenty-four hour malt beverage permit and catering permit; restrictions; application procedure; fees.

(a) A malt beverage permit authorizing the sale of malt beverages only may be issued by the appropriate licensing authority to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverage on the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit. W.S. 12-5-201 does not apply to this subsection.

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FOR OFFICE USE ONLY

Amount of Fee: \$10.00 Date Paid: 6/30/2020 Date Authorized:

Paid By: Shaunda Bohl

Permit Authorized By: Board of Campbell County Commissioners

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE

Bond No. 71281372

That we Rebecca Ann Vondrak,

of Gillette, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound

unto Rocky Point, the State of Wyoming, in the penal

sum of Twenty Thousand and 00/100 DOLLARS (\$ 20,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 3rd day of June, 2020.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden

Appointed Principal was duly Elected to the office of _____ Treasurer

in the Rocky Point

and State aforesaid for the term June 4, 2020, and ending

June 4, 2021.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of _____ Treasurer as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into the hands by virtue of his said office; and shall well and truly deliver to his successor in office or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



Approved by the Board of County

Commissioners this..... day of

.....A.D. 20.....

.....

.....

.....

.....

.....

[Signature]
Principal

WESTERN SURETY COMPANY

By Paul T. Bruffat
Paul T. Bruffat, Vice President

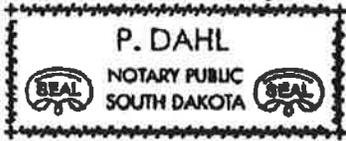
Approved CAO 6-10-20

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 3rd day of June, 2020, before me, appeared

Paul T. Bruflat to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



P. Dahl

Notary Public

My Commission Expires June 18, 2025

OATH OF OFFICE

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

[Signature]

State of Wyoming }
County of Campbell } ss



This Oath of Office was subscribed and sworn to before me by Rebecca Vondrak on this 4th day of June, 2020. My commission expires:

Rebecca Vondrak
[Signature]
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Campbell } ss

On this 4th day of June, 2020, before me, personally appeared

Rebecca Vondrak, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed her free act and deed.

My commission expires 07-28, 2022

[Signature]
Notary Public, Wyoming



Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Treasurer Rocky Point

bond with bond number 71281372

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

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by
Vice President with the corporate seal affixed this 3rd day of June,
2020.

ATTEST

A. Vietor
A. Vietor, Assistant Secretary

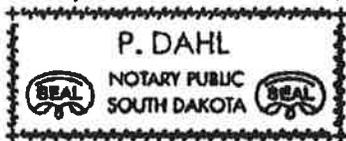
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 3rd day of June, 2020, before me, a Notary Public, personally appeared
Paul T. Bruflat and A. Vietor

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



P. Dahl
Notary Public
My Commission Expires June 18, 2025



Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE

Bond No. 71281370

That we Rebecca Ann Vondrak,

of Gillette, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound

unto Village of Heritage, the State of Wyoming, in the penal

sum of Twenty Thousand and 00/100 DOLLARS (\$ 20,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 3rd day of June, 2020.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden

Appointed

Principal was duly Elected to the office of Treasurer

in the Village of Heritage,

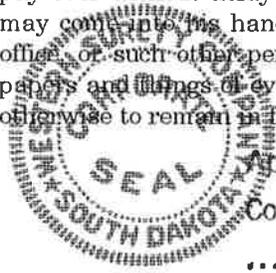
and State aforesaid for the term June 4, 2020, and ending

June 4, 2021.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and

impartially perform all the duties of his said office of Treasurer

as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



Approved by the Board of County Commissioners this..... day of June Principal

.....A.D. 20..... WESTERN SURETY COMPANY

By Paul T. Bruffat Paul T. Bruffat, Vice President

Approved CAO 6-10-20

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 3rd day of June, 2020, before me, appeared

Paul T. Bruflat to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



My Commission Expires June 18, 2025

P. Dahl

Notary Public

OATH OF OFFICE

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

[Signature]

State of Wyoming }
County of Campbell } ss



This Oath of Office was subscribed and sworn to before me by Rebecca Vondrak on this 4th day of June, 2020. My commission expires:

[Signature]

Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Campbell } ss

On this 4th day of June, 2020, before me, personally appeared

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

her free act and deed.

My commission expires

July 28, 2022



[Signature]

Notary Public, Wyoming

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Treasurer Village of Heritage

bond with bond number 71281370

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

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by
Vice President with the corporate seal affixed this 3rd day of June,
2020.

ATTEST

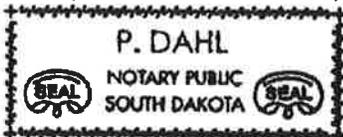
A. Viator
A. Viator, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

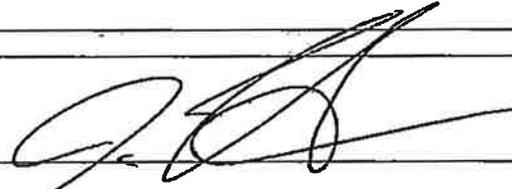
On this 3rd day of June, 2020, before me, a Notary Public, personally appeared
Paul T. Bruflat and A. Viator
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



P. Dahl
Notary Public
My Commission Expires June 18, 2025

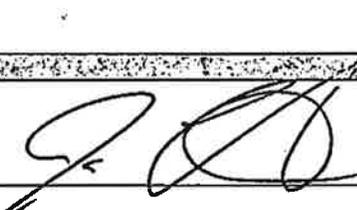


Position Vacancy Justification

Department:	CAM-PLEX			Date:	6/30/2020
Position Title:	Box Office Personnel				
Classification Band / Range:	106	Current Salary of Incumbent:	\$34,819.20		
Salary Range:	Min \$39,510.28	Mid \$49,387.84	Max \$59,265.41		
Justification for Hiring Position:	Filling existing budgeted position due to internal promotion.				
Promoted Incumbent:					
Position Originated:	1985				
Funding Source for Position:	County: Yes	State: No	Federal: No	Other: Yes	Explain Other: City - 20%
Status Code:	Full-Time Yes	Part-Time	Number of Annual Hours:	2080	
Reason for Vacancy:	Replacement due to promotion: X	Replacement due to Retirement:	New Position:		
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	 6/30/20				
Commissioner Approval & Date:	 7/1/2020				

2020-046

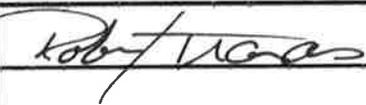
Position Vacancy Justification

Department:	CAM-PLEX	Date:	6/19/2020		
Position Title:	Senior Event Custodian				
Classification Band / Range:	44	Current Salary of Incumbent:	\$40,019.20		
Salary Range:	Min \$16.03	Mid \$19.24	Max \$22.44		
Justification for Hiring Position:	Filling existing budgeted position due to voluntary separation.				
Promoted Incumbent:	[REDACTED]				
Position Originated:	1985				
Funding Source for Position:	County: Yes	State: No	Federal: No	Other: Yes	Explain Other: City – 20%
Status Code:	Full-Time Yes	Part-Time	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to voluntary separation: X		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	 6/19/2020				
Commissioner Approval & Date:					

J. E. O'Connell

2020-049

POSITION VACANCY JUSTIFICATION

Department:	CDS-CC	Date:	6-29-2020		
Position Title: Food Service Worker part time					
Classification Band:	101	Current Salary:	\$18.21		
Salary Range: 12.81 – 19.22					
Minimum:	\$12.81	Mid-Point:	\$16.01	Maximum:	\$19.22
Position Justification:					
Termed incumbent: [REDACTED]					
Position Originated:					
Funding Source for Position:	County	<input checked="" type="checkbox"/>		State	
	Federal			Other	(Please explain)
Classification:	Full Time		Part Time	<input checked="" type="checkbox"/>	Number of Hours
	Exempt		Non-Exempt	<input checked="" type="checkbox"/>	1456
Reason for Vacancy:	Replacing Termination		<input checked="" type="checkbox"/>	New Position	
Existing Budgeted Position:	Yes	<input checked="" type="checkbox"/>	No		If No, Please explain:
Benefit Eligible:	Yes	<input checked="" type="checkbox"/>	No		Please explain: PRO RATED BENEFITS
Department Head Signature:					
Commissioner Approval:					

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

S:\Hiring Process\County vacancy forms\2020-2021\Position Vacancy Justification Form Food Service Worker 2020.docx


6/29/2020

2020-048

Position Vacancy Justification

Department:	Extension Office			Date:	6/23/2020
Position Title:	Horticulture Program Coordinator				
Classification Band / Range:	108	Current Salary of Incumbent:	\$47,840 or \$23/hr		
Salary Range:	Min \$22.57	Mid \$28.21	Max \$33.85		
Justification for Hiring Position:	Replacing an employee who has resigned.				
Termed Incumbent:					
Position Originated:					
Funding Source for Position:	County: Yes/No	State: Yes/No	Federal: Yes/No	Other: Yes/No	Explain Other:
Status Code:	Full-Time Yes/No	Part-Time Yes/No	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Termination: Employee Resigned		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes/No				
Benefit Eligible:	Yes/No				
Department Head Signature & Date	<i>Kimberly Fry</i> 6-23-2020				
Commissioner Approval & Date:					

[Signature]
6/25/2020

2020-047

Position Vacancy Justification

Department:	Sheriff's Office			Date:	6/23/2020
Position Title:	Correctional Health Nurse				
Classification Band / Range:	110	Current Salary of Incumbent:	\$29.06		
Salary Range:	Min \$27.31	Mid	Max \$40.96		
Justification for Hiring Position:	Filling existing budgeted position.				
Termed Incumbent:	[REDACTED]				
Position Originated:	Budgeted Position for fiscal year 2020-2021				
Funding Source for Position:	County: Yes	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time Yes	Part-Time	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Termination: X	Replacement due to Retirement:	New Position:		
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date					6/23/20
Commissioner Approval & Date:					


6/24/2020

RANGE PLACEMENT TABLE

Range Rates Effective: June 28, 2020

CAMPBELL COUNTY - SALARY RANGES

Updated: 5/1/2020

(Approximately 40% Between MIN and MAX)

CLASSIFICATION TITLE		GRADE	MINIMUM	MIDPOINT	MAXIMUM
Food Services Worker Bus Assistant Childcare Aide	Library Page	101	\$12.81	\$16.01	\$19.22
	Custodian I		\$26,644.80	\$33,309.88	\$39,971.85
			<i>Hourly rate stated for non-exempt employees</i>		
			<i>Annual salary stated for exempt employees</i>		
Custodian II	Recreation Desk Coordinator	102	\$13.71	\$17.14	\$20.56
			\$28,516.80	\$35,641.57	\$42,769.88
Event Custodian Instructional Assistant Treatment Court Assistant Deputy Treasurer I	Deputy District Court Clerk I	103	\$14.67	\$18.33	\$22.00
	Deputy County Clerk I Drug Court Assistant		\$30,513.60	\$38,136.48	\$45,763.77
Event Custodian, Senior Administrative Assistant Bus Driver Lifeguard, Senior WIC Specialist Library Generalist	Outreach Services Specialist	104	\$15.99	\$19.98	\$23.98
	Custodian, Senior Recycling Center Technician Museum Assistant Animal Control Officer		\$33,259.20	\$41,568.76	\$49,882.51
Airport Operations Technician I Animal Control Officer, Senior Deputy County Clerk II Deputy District Court Clerk II Deputy Treasurer II Equipment Operator	Financial Technician	105	\$17.43	\$21.78	\$26.14
	Food Services Supervisor Instructional Assistant, Senior Recreation Desk Supervisor		\$36,254.40	\$45,309.95	\$54,371.94
Accounting Specialist Administrative Assistant, Senior Appraiser Box Office Personnel Branch Services Specialist Circulation Services Specialist Legal Assistant Maintenance Technician Sales Manager	Deputy County Clerk III	106	\$19.00	\$23.74	\$28.49
	Deputy District Court Clerk III Deputy Treasurer III Event Technician Facilities Coordinator Financial Specialist Technical Services Specialist Treatment Court Technician Youth Services Specialist		\$39,520.00	\$49,387.84	\$59,265.41
Adult Program Coordinator Box Office Manager Building Inspector Communications Technician Community Prevention Specialist Community Service Supervisor Custodial Supervisor Deputy County Clerk, Senior Deputy District Court Clerk, Senior Equipment Operator, Senior Event Custodial Supervisor Event Technician Supervisor Grants Specialist	Juvenile Diversion Officer	107	\$20.71	\$25.88	\$31.06
	Legal Assistant, Senior Licensed Practical Nurse Marketing Coordinator Mechanic Museum Educator Parks Maintenance Technician Payroll Specialist Reference Services Specialist Victim/Witness Coordinator WIC Nurse/Nutritionist Youth Services Coordinator Deputy Emergency Management Coordinator		\$43,076.80	\$53,832.75	\$64,599.30
Administrative Coordinator Treatment Court Case Manager Air Traffic Controller Airport Operations Technician II Communications Technician, Senior County Fair Coordinator Early Childhood Instructor Early Childhood Special Education Instructor Early Head Start Home Visitor Financial Specialist, Senior Grounds Maintenance Supervisor Horticulture Program Coordinator	Information Technology Specialist	108	\$22.57	\$28.21	\$33.85
	Juvenile Probation Officer Juvenile Probation Officer, Intensive Supervision Maintenance Technician, Senior Mechanic, Senior Performing Arts Manager Recycling Center Supervisor Sales Manager, Senior Sports Tourism Sales Coordinator Technical Manager, CAM-PLEX Infant Education Instructor		\$46,945.60	\$58,677.70	\$70,413.24
Appraiser, Senior Building Inspector, Senior Early Childhood Special Education Supervisor Emergency Management Coordinator Engineering Technician Financial Analyst Financial Services Manager GIS Specialist Golf Course Supervisor	HR/Risk Management Generalist	109	\$24.83	\$31.03	\$37.24
	Ice Arena Supervisor Information Technology Services Supervisor Juvenile Diversion Officer, Senior Juvenile Probation Officer, Senior Office Manager Public Health Nurse Public Health Response Coordinator Public Information Coordinator		\$51,646.40	\$64,545.47	\$77,454.56

RANGE PLACEMENT TABLE

Range Rates Effective: June 28, 2020

CAMPBELL COUNTY - SALARY RANGES

Updated: 5/1/2020

(Approximately 40% Between MIN and MAX)

CLASSIFICATION TITLE		GRADE	MINIMUM	MIDPOINT	MAXIMUM
Airport Operations Officer	Library Manager	110	\$27.31	\$34.13	\$40.96
Technical Director, CAM-PLEX	Engineer		\$56,804.80	\$71,000.01	\$85,200.02
Equipment Maintenance Supervisor	Landfill Supervisor				
Elections Coordinator	Maintenance Technician, Master				
Fire Marshal	Equipment Maintenance Supervisor				
Aquatics Supervisor	Exhibitions and Collections Manager				
Parks Supervisor	Facility Supervisor				
Recreation Program Supervisor	Communications Supervisor				
Public Health Nurse, Senior	Correctional Health Nurse				
Weed & Pest Supervisor					
Accounting Manager	Fleet Manager	111	\$30.04	\$37.55	\$45.06
Aquatics Manager	GIS Analyst		\$62,480.01	\$78,100.02	\$93,720.02
Chief Appraiser	Librarian				
Deputy County Attorney, Entry	Maintenance Supervisor				
Airport Operations Supervisor	Programmer Analyst				
Deputy County Clerk, Chief	System Support Analyst				
Deputy County Treasurer, Chief	WIC Supervisor				
Deputy District Court Clerk, Chief	Deputy Assessor				
Early Childhood Manager					
Early Head Start Manager					
Building Code Official	Occupational Therapist	112	\$33.04	\$41.30	\$49.56
Director of Finance	Parks Superintendent		\$68,728.01	\$85,910.02	\$103,092.02
Director of Marketing, CAM-PLEX	Physical Therapist				
Director of Operations, CAM-PLEX	Planner/Zoning Administrator				
Director of Operations, Airport	Programmer Analyst, Senior				
Director, Rockpile Museum	Public Health Nurse Manager				
Director, Weed & Pest	Recreation Superintendent				
Facilities Manager	Treatment Court Coordinator				
Golf Course Superintendent	Speech Pathologist				
Network Support Analyst	Surveyor, Chief				
	System Support Analyst, Senior				
Deputy County Attorney	Environmental Services Manager	113	\$36.35	\$45.43	\$54.52
Director, Juvenile Probation	Health Services Manager		\$75,600.81	\$94,501.02	\$113,401.22
Early Childhood Special Education Manager	Network Support Analyst, Senior				
Engineer, Senior	Road & Bridge Superintendent				
County Health Officer	Information Technology Services Manager	114	\$39.98	\$49.98	\$59.97
Engineering Manager			\$83,160.90	\$103,951.12	\$124,741.34
Deputy County Attorney, Chief	Executive Director, Library	EX	\$48.45	\$58.13	\$67.82
Executive Director, CAM-PLEX	Executive Director, Parks & Recreation		\$100,765.68	\$120,918.82	\$141,071.95
Executive Director, Administration	Executive Director, Public Health				
Executive Director, Airport	Executive Director, Public Works				
Executive Director, CC CDS	Executive Director, Roads & Bridges				
Executive Director, Human Resources/ Risk Management	Fire Chief				

The following page(s) contain the backup material for Agenda Item: [9:20 Lodging Tax Ballot Resolution](#)

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

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR CAMPBELL COUNTY, WYOMING**

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROPOSITION FOR THE
IMPOSITION OF A LODGING EXCISE TAX OF FOUR PERCENT (4%)
IN CAMPBELL COUNTY, WYOMING.

WHEREAS, pursuant to Wyoming Statute Section §39-15-204(a)(ii), cities, towns and/or counties may impose a lodging excise tax in increments of one percent (1%) not to exceed four percent (4%) upon the sales price paid for lodging services and defined under Wyoming Statute §39-15-101(a)(i), the primary purpose of which is for local travel and tourism; and,

WHEREAS, a two percent (2%) lodging excise tax was approved by the voters of Campbell County during the 2008 general election; and,

WHEREAS, a two percent (2%) lodging excise tax was renewed by the voters of Campbell County during the 2012 and 2016 general election; and,

WHEREAS, pursuant to the provisions of Wyoming Statute Section §39-15-203(a)(ii)(D) a proposition to impose a lodging excise tax once approved shall be placed before the electors of the county until defeated;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF CAMPBELL COUNTY COMMISSIONERS THAT:

Section 1. The Board of Campbell County Commissioners hereby approves a proposition to impose a four percent (4%) lodging excise tax within Campbell County, Wyoming, to be decided by the electors of Campbell County, Wyoming voting at the 2020 general election on November 10, 2020. The ballot shall be as follows:

“Shall Campbell County impose a four percent (4%) lodging excise tax as set forth in Wyoming Statute §39-15-203(a)(ii), within Campbell County, Wyoming, on lodging services, which means the provision of sleeping accommodations to transient guests which shall include the providing of sites for the placement of tents, campers, trailers, mobile homes or other mobile sleeping accommodations for transient guests?”

FOR THE COUNTY LODGING TAX _____

AGAINST THE COUNTY LODGING TAX _____”

Section 2. Should any part or provision of this resolution be judicially determined to be invalid or unenforceable, such determination shall not affect the remaining parts and provision hereof, the intention being that each part or provision of this resolution is severable.

Section 3. The proposition to impose the 4% lodging excise tax shall be at the expense of Campbell County and notice of the election shall be given in at least one (1) newspaper of general circulation published in Campbell County with notice being published at least once each week for a thirty (30) day period preceding the election.

PASSED, APPROVED, AND ADOPTED this _____ day of July, 2020.

BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING

D.G. Reardon, Chairman

(SEAL)

ATTEST:

Susan Saunders, Campbell County Clerk

The following page(s) contain the backup material for Agenda Item: [9:25 Open Burning Restriction Resolution](#)

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

RESOLUTION NO. _____

OPEN BURNING RESTRICTION

WHEREAS, under W.S. 35-9-301, upon the recommendation of the County Fire Warden, a Board of County Commissioners may limit use of a given area in the county due to extreme fire danger, and

WHEREAS, the 2012 Fire Mobilization Plan, promulgated by the Wyoming State Forestry Division, encourages the restriction of open burning in areas where dry conditions exist;

THEREFORE, BE IT RESOLVED that the fire danger in Campbell County is extreme and that upon the recommendation of the County Fire Warden, the following restrictions of use be applied to all lands within Campbell County, excluding federal lands:

That this is a partial closure, discharge of fireworks and all outdoor fires are prohibited in unimproved areas, defined as cropland, agricultural land, and undeveloped land which predominately remains in its natural forested or range condition, except as provided below:

- (i) Trash or refuse fires between the hours of 6:00 p.m. and 8:00 a.m., inside containers provided with spark arrester and located within a cleared area ten feet in radius, are permitted.
- (ii) Charcoal fire within enclosed grills are permitted.
- (iii) Use of acetylene cutting torches or electric arc welder in cleared areas ten feet in radius are permitted.
- (iv) Propane or open fire branding activities in cleared areas ten feet in radius are permitted.
- (v) Use of chainsaws provided that the chainsaws have spark arresters properly installed and functioning.
- (vi) Federal, State, local fire or law enforcement officers participating in fire, emergency, and law enforcement activities.
- (vii) Public or privately sponsored fireworks display which are coordinated with the Campbell County Fire Warden or his designee.

Any breach of this resolution may be in violation of W.S. 35-9-304, punishable by up to thirty (30) days confinement and up to a \$100.00 fine or both together with restitution for the cost of fire suppression and damages to others caused by the violation.

IT IS FURTHER RESOLVED that this resolution becomes effective July 8, 2020 at 12:01 a.m. and shall remain in effect until such time as it may be amended or rescinded by the Board of County Commissioners.

RESOLVED THIS _____ July, 2020.

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

D.G. Reardon, Chairman

Rusty Bell, Member

Robert Maul, Member

Del Shelstad, Member

Colleen Faber, Member

ATTEST:

Susan Saunders, Campbell County Clerk

The following page(s) contain the backup material for Agenda Item: [9:30 Order Levying Taxes](#)

*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.

**ORDER LEVYING REQUISITE TAXES
FISCAL YEAR 2020/2021**

WHEREAS, on June 16, 2020, this Board adopted a County budget for the 2020-2021 fiscal year ending June 30, 2021; and

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

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

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

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

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

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

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

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

THEREFORE, IT IS HEREBY ORDERED that, pursuant to the above-cited statutory authorities, property taxes are levied to raise the following amounts for the Fiscal Year ending June 30, 2021:

	<u>Amount</u>	<u>Mill Levy</u>
County General Fund	\$ 47,831,074	11.276
Campbell County Weed & Pest District	\$ 1,921,639	0.454
Campbell County School District		
Public Schools	\$ 25,452,092	6.000
Community Public Rec. Dist.	\$ 4,242,015	1.000

BOCHES	\$ 2,121,008	0.500
Campbell County Hospital District	\$ 12,726,046	3.000
Campbell County Cemetery District	\$ 3,502,965	.826
City of Gillette	\$ 2,138,701	8.000
Town of Wright	\$ 83,266	8.000

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

ORDERED this 7th day of July, 2020

BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING

D.G. Reardon, Chairman

ATTEST:

Susan F. Saunders, County Clerk

The following page(s) contain the backup material for Agenda Item: [9:35 Sole Source Request, Sheriff's Office](#)

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

June 26, 2020

TO: Campbell County Board of Commissioners
FROM: Campbell County Sheriff's Office Detention Center
SUBJECT:

**SOLE SOURCE REQUEST FOR DESIGN AND INSTALLATION OF INTEGRATED VIDEO
AUDIO SURVEILLANCE SYSTEM WITH CONVRIGENT TECHNOLOGIES**

JUSTIFICATION:

As presented and approved in the 2020 Budget Request Process, the Campbell County Sheriff's Office Detention Center requested the complete upgrade and installation of an integrated Video and Audio Surveillance System to replace the obsolete and rapidly failing system currently in use.

A site survey and budgetary estimate was completed to provide the Sheriff's Office with a realistic assessment of the budget amount needed for this upgrade and installation. While collecting this information we met and spoke with various vendors interested in the project.

We are requesting that the Sheriff's Office be allowed to select and enter a Sole Source relationship with Convergent Technologies Inc. for the implementation and installation and support of the new integrated video and audio surveillance system. Some of the items considered in selecting Convergent Technologies are as follows:

- Convergent specializes in the design and installation of complex integrated security systems.
- They are big enough to readily provide the best in teams and service to complete this project in a much needed timely manner.
- They provide regional service technicians and maintain a ready supply of replacement products.
- Convergent works with all the best technology companies to provide the best product for our application and the knowledge and support for their operation.

The Sheriff's Office feels that Convergent Technologies can and will provide us the best product and service for our needs at this time.

Thank You for your consideration of this matter.

Captain Kevin D. Theis

The following page(s) contain the backup material for Agenda Item: [9:40 CarbonSAFE Permit to Conduct Geophysical Operations](#)

*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.



Department of Public Works

Kevin C. King, P.E., Director

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

MEMORANDUM

TO: Board of Commissioners
FROM: Kevin C. King, P.E., Public Works Director
DATE: June 30, 2020
SUBJECT: CarbonSAFE Permit to Conduct Geophysical Operations

The University of Wyoming School of Energy Resources will be conducting a seismic study later this summer as part of the expanded CarbonSAFE project at Dry Fork Station. A portion of this study will take place on Campbell County property at or near the North Landfill and in the Bypass Road right-of-way. The geophysical survey requires a permit issued by the Wyoming Oil & Gas Conservation Commission.

Dawson Geophysical will be conducting the survey and has produced a Permit to Conduct Geophysical Operations agreement for your review and approval.



Permit to Conduct Geophysical Operations

Date: June 10, 2020
Job Name: DFS 3D
Job Number: 11020
Permit #: 3

CAMPBELL COUNTY
500 S GILLETTE AVE STE 1100
GILLETTE, WY 82716-4211

Permit Agent: Jeff Seay
Phone: (817)919-8585
Email: jeff.seay@dawson3d.com

Dear Sir / Madam,

Dawson Geophysical Company (hereafter called "Contractor") respectfully requests permission to conduct a 3D geophysical survey for and on behalf of Carbon GeoCycle Inc. _ University of Wyoming on lands which you are the acting agent in charge of and/or own the surface, mineral leasehold, mineral interest, or have the surface leased. The property(s) located in the following County(s), State(s) are being described as follows:

See Exhibit "A"

- 1) Contractor will conduct operations in accordance with good standard practices and in a prudent and careful manner.
2) The undersigned (hereafter called "Grantor") is either an owner or tenant of the described property(s). The intention of this permit is to cover all surface and mineral interests owned by the Grantor within the described property(s) and within the 3D geophysical survey including those lands, rights and interests that may have been inadvertently omitted from the described property(s).
3) Grantor agrees to permit personnel and equipment designated by the Contractor, its successors and assigns, to enter upon the lands to conduct geophysical operations. Contractor's equipment may include unmanned aerial vehicles to monitor quality control of equipment and capture images of Contractor's work area.
4) The Contractor shall compensate the Grantor for all damages above and beyond normal wear and tear that may have occurred as a result of this geophysical survey.
5) Contractor agrees to indemnify and hold Grantor harmless from any personal injury or property damage claims that may result from Contractor's operations on the described property(s).
6) In the event that the Contractor does not conduct geophysical operations on the described property(s) as permitted, Contractor shall notify Grantor.
7) Grantor agrees that if the surface or mineral rights for the described property(s) are owned by others, Grantor will advise Contractor.
8) Grantor does hereby declare that he/she has legal authority to sign this permit form to the described property(s)
9) Unless otherwise voided by conditions stated herein, this agreement shall survive any lease, sale, trade, or conveyance of property interest described above and made after the execution date of this agreement and will be binding on successors or assigns.
10) This permit in no way conveys any ownership rights in the property and is intended solely as a grant of permission to enter the property to conduct geophysical operations.

Please sign and return one copy of this permit in the enclosed self-addressed envelope.

Sincerely,

Jeff Seay

Permit Agent for Dawson Geophysical Company

The undersigned is authorized to grant and hereby grants permission to Dawson Geophysical Company to enter and conduct seismograph field operations on lands described above.

Signature _____ Printed Name _____

Date _____ Grantor Phone # _____ Email _____

Number of Locked Gates? ___ Tenant's Name (if any) _____ Tenant's Phone No. _____

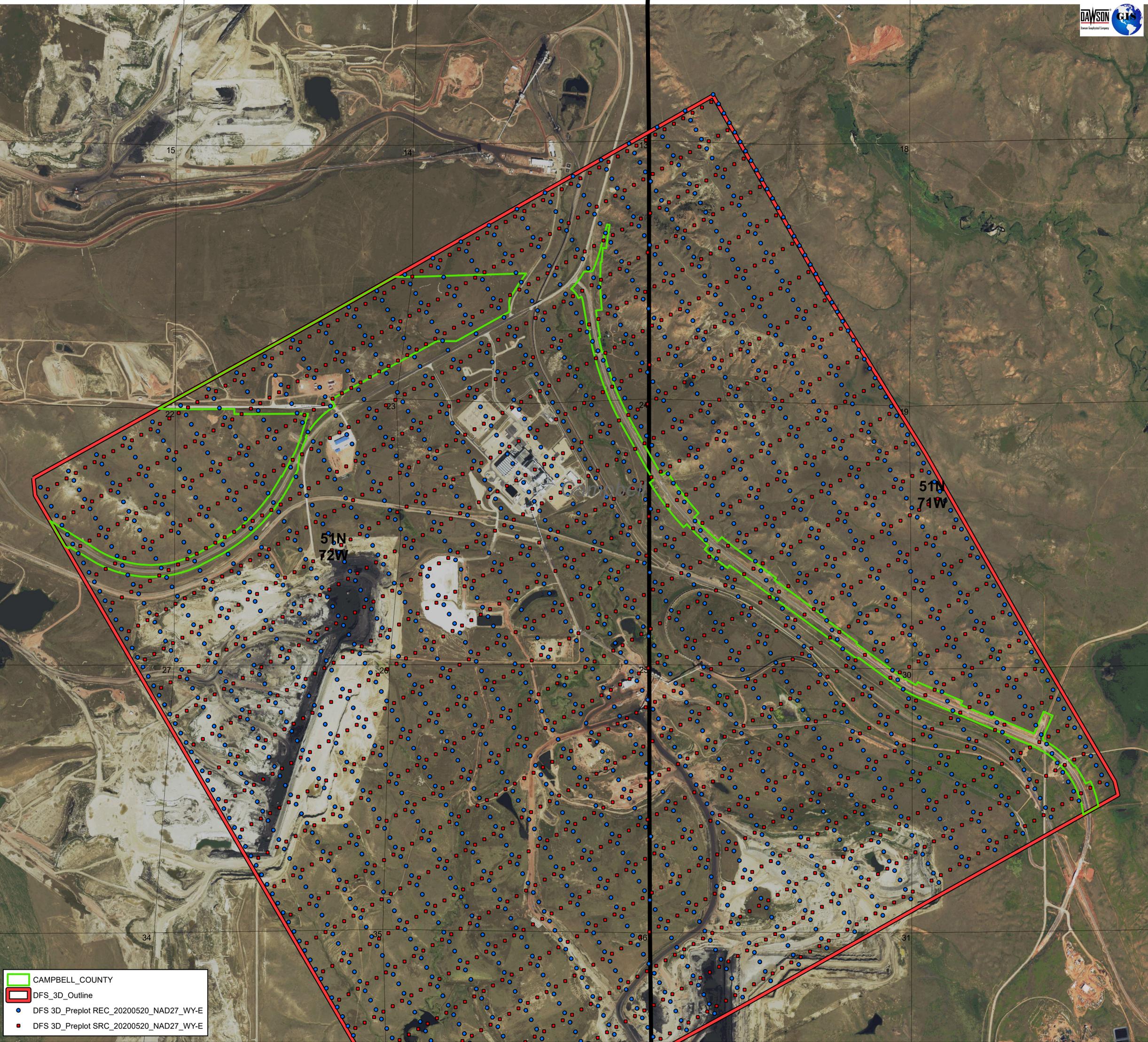
Exhibit "A"

Job Name: DFS 3D
Job #: 11020

Permit #: 3
Total Gross Acres: 343.14
Total Net Acres: 343.14

Legal Description : All lands owned by
Campbell County lying within the following
lands

	Class	County	St.	U. Int.	Gross	Net
Township 51N, Range 71W & 72W, PT OF W2NW PT,N2SW IN SEC 19, 29, 30 IN 51N 71W & 13, 24 IN 51N 72W	Fee	Campbell	WY	100	101.5	101.5
Sec. 13 - 15, Township 51N, Range 72W, PT OF W2NE PT,NENW PT IN SEC 13, 14 & 15	Fee	Campbell	WY	100	207.07	207.07
Sec. 22 & 23, Township 51N, Range 72W, PT IN SEC 22 & 23	Fee	Campbell	WY	100	34.57	34.57
				Total Acres	343.14	343.14



- CAMPBELL_COUNTY
- DFS_3D_Outline
- DFS 3D_Preplot REC_20200520_NAD27_WY-E
- DFS 3D_Preplot SRC_20200520_NAD27_WY-E

State: Wyoming
 County: Campbell
 Coordinate System: NAD 1927 StatePlane Wyoming East FIPS 4901
 Projection: Transverse Mercator
 Datum: North American 1927
 False Easting: 500,000.0000
 False Northing: 0.0000
 Central Meridian: -105.1667
 Scale Factor: 0.9999
 Latitude Of Origin: 40.6667
 Units: Foot US



DFS 3D Surface

Acres: 5,997
 Sq. Miles: 9.3



The following page(s) contain the backup material for Agenda Item: [9:45 District Support Grant, Oriva Hills I&S](#)

*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.



Department of Public Works - Engineering Division

Kevin C. King, P.E., Director

500 S. Gillette Avenue, Suite 1400 Gillette, WY 82716 | 307-685-8061 Office | 307-687-6468 Fax

DISTRICT SUPPORT GRANT MEMORANDUM

SECTION 1 - General

FROM: Kevin C. King, P.E., Public Works Executive Director
TO: Board of County Commissioners
SUBJECT: District Support Grant Application From: **Oriva Hills I&S**
DATE: 6/30/2020

Oriva Hills I&S has submitted a District Support Grant application in the amount of \$6,031 for delivery of 1,222 tons of J-base Limestone for Oriva Road

SECTION 2 - Grant Type and Priority **Gravel Road, Priority 6**

SECTION 3 - Costs and Eligibility **Enlargement Eligible? Yes**

Total Estimated Project Cost:	\$24,123			
Total Number of District Lots:	204			
Total allowable grant over a 5-yr period:	204	lots	@	\$1,500
				\$ 250,000
Total amount of Grants approved over current 5-yr period:				\$ 59,962
Total amount not subject to \$1500/lot limitation				\$ 20,882
Remaining Grant eligibility this current 5-yr period:				\$ 210,920
Current Fiscal Year Awards	\$ -			O.K.
Remaining Eligibility this Fiscal Year	\$ 50,000	O.K.		

SECTION 4 - Compliance

Oriva Hills I&S District is in compliance with the elections office per a 5/27/2020 memo

SECTION 5 - Analysis **Gravel Road, Priority 6**

(PR-6) 50% up to \$50,000 drainage, 33% up to \$50,000 connecting roads, 25% up to \$50,000 gravel

%	Total	Grant	Item
100	\$ -	\$ -	
50	\$ -	\$ -	
33	\$ -	\$ -	
25	\$ 24,123	\$ 6,031	Combined trucking and limestone surfacing
Totals	\$ 24,123	\$ 6,031	

SECTION 6 - Quotes Received

	Company	Total	Notes: The combination of Croelle and TCRI totals \$24,123 and is the low bid
1	Earthwork Solutions	\$ 35,152	
2	Melgaard Construction	\$ 33,660	
3	Croelle (gravel only)	\$ 8,415	
4	TCRI (trucking only)	\$ 15,708	

SECTION 7 - Recommendation

I recommend the Board approve the District Support Grant request from Oriva Hills I&S Improvement and Service District in an amount not to exceed \$ 6,031 for delivery of 1,222 tons of J-base Limestone for Oriva Road	Funding History	
	5 year	\$59,962
	10 year	\$103,054
	Since 2009	\$153,054
Approved? Y or N	\$	Date Approved



DISTRICT SUPPORT GRANT APPLICATION

District Name: Oriva Hills ISD Requested Amount: \$6,030.75

Mailing Address: PO Box 5035, Gillette, WY 82717

Contact Person: Robert Pfeil, President

Day Time Phone: 307-299-4601

Application is requesting financial assistance to form a District? Yes No X

Applicant is requesting financial assistance for connection to regional water? Yes No X

Is the project anticipated to be complete in the next 18 months? Yes X No

Description of proposed project: (Include engineering reports, portion to be funded by grant, etc.)

Deliver 1,122 tons of limestone for Oriva Road between Penrose and Fitch (1,700 feet of road, 24' wide X 6" thick). Croelle will provide the limestone, and TCRI will provide the trucking to Oriva Road. The District's contractor will spread the rock.

Total project cost (estimated) (itemize on separate sheet): \$24,123.00

Projected start date: 7/7/20 (as soon as approved by the County)

Projected completion date: 8/31/20

Briefly describe why the project is needed:

Oriva Road needs rock. This will protect the scoria base that was put down. Limestone makes a better cap material. There has been a lot of drainage work done on Oriva Road as well.

Governing Board members: Robert Pfeil, President / Tom Walker, Vice President / Nick Clevenger, Secretary/Treasurer

Acreage (approximate) of district or proposed district: 3,619 +/- acres

Date of district formation (if applicable) 1984

Number of lots: 204

Population of District: 400 (approximately)

Ratio of Developed and undeveloped land: Estimate 60 to 70% are developed.

Is area legally platted? Yes

District boundary map included? Yes

Is District Zoned? Yes If so, what is it zoned? Rural Residential

Is District in compliance with the Elections Office? (Submit letter of compliance). Yes

FINANCIAL INFORMATION

Current Mill Levy for the Subdivision \$ 81,600.00

Current Assessed Valuation (County Assessor's Office) \$ 3,127,054

Current Indebtedness \$ 0.00

Current Income statement and balance sheet \$ 75,938 (bank balance)

Water and sewer rates, tap fees, plant investment fees, association or district dues (Describe)
\$400 per lot assessment per year

Will project generate user fees, charges, other revenues or income revenue? Yes No

List and describe other potential funding sources:

None

Other pending applications for funding:

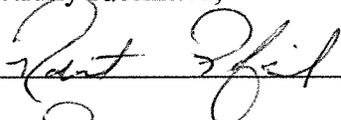
None

Land developers or others whose business ventures will directly benefit from project and funding or other assistance requested, received, or pledged from these sources:

None

Respectfully submitted,

(SEAL)



Title: President

Attest: 


Secretary

Oriva Hills Improvement & Service District
Balance Sheet
As of May 21, 2020

	<u>May 21, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
First National Bank - Checking	68,313.10
First National Bank - Savings	7,625.42
Total Checking/Savings	<u>75,938.52</u>
Accounts Receivable	
Accounts Receivable	28,908.00
Total Accounts Receivable	<u>28,908.00</u>
Total Current Assets	104,846.52
Fixed Assets	
Rec. Area	155,512.00
Total Fixed Assets	<u>155,512.00</u>
TOTAL ASSETS	<u><u>260,358.52</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	1,395.27
Total Accounts Payable	<u>1,395.27</u>
Total Current Liabilities	<u>1,395.27</u>
Total Liabilities	1,395.27
Equity	
Opening Balance Equity	192,371.73
Unrestricted Net Assets	87,041.39
Net Income	-20,449.87
Total Equity	<u>258,963.25</u>
TOTAL LIABILITIES & EQUITY	<u><u>260,358.52</u></u>

Oriva Hills ISD

Road Project Bids - May, 2020

Deliver 1,122 tons of limestone for Oriva Road between Penrose and Fitch (1,700 feet of road, 24' wide X 6" thick. The District's contractor will spread the rock.

	Limestone and Trucking combined.			Limestone only			Trucking Only			TOTALS
	Tons	\$/Ton	Total	Tons	\$/Ton	Total	Tons	\$/Ton	Total	Total Bid
Earth Work Solutions	1,122	\$31.33	\$35,152.26							\$35,152.26
Melgaard Construction	1,122	\$30.00	\$33,660.00							\$33,660.00
Croelle				1,122	\$7.50	\$8,415.00				
TCRI							1,122	\$14.00	\$15,708.00	\$24,123.00

County Grant Calculation -

Corelle & TCRI	24,123.00
25% grant	6,030.75
DISTRICT END NET COST	18,092.25

District's contractor will spread rock.

District Support Grant Roadway Cost Estimate Template

ROADWAY PROJECT INFORMATION										
District	Oriva Hills Improvement & Service District								Submit one form for each road	
Road Name	Surfacing			Blading		Drainage/Ditch			Dust Control	
	Len (Ft)	Wid (Ft)	Thick (In)	Len (Ft)	Wid (Ft)	Len (Ft)	Deep (Ft)	Culverts?	Len (Ft)	Wid (Ft)
Oriva Road	1,700	24'	6"							

Contractor Name/Address:	Earthworks Solutions
--------------------------	-----------------------------

CONTRACTOR PRICING					
Check if Apply	Surfacing	Tons/CY	\$/Ton/CY *	Total \$	
	J-Base Limestone	1,122	31.33	35,152	*includes aggregate, delivery and placement of aggregate. If mixing two aggregates (ie concrete/asphalt), fill out both rows. If cost does not include placement of aggregate, please state and then include it under blading below. Scoria is often in cubic yards instead of tons. If this is the case, mark out tons and put in CY
	Scoria (2" max) (CY)				
	Pit run (CY)				
	Crushed Concrete				
	Crushed Asphalt				
	Other (Specify)				
Surfacing Subtotal					

Check if Apply	Blading	Hrs	\$/Hr *	Total \$	
	Crowning/Surfacing				* includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches
	Move 200' of Road				
	Water Truck				
Blading Subtotal					

Check if Apply	Drainage	LF	\$/LF *	Total \$	
	Install 12" culvert				* includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary
	Install 18" culvert				
	Install 24" culvert				
	Cut Ditches				
Drainage Subtotal					

Check if Apply	Dust Control	Gallons	\$/Gallon *	Total \$	
	Mag Chloride				* includes product and application of product to roadway
	Other (Specify)				
Dust Control Subtotal					
Total Cost Estimate				\$35,152	

District Support Grant Roadway Cost Estimate Template

ROADWAY PROJECT INFORMATION										
District	Oriva Hills Improvement & Service District								Submit one form for each road	
Road Name	Surfacing			Blading		Drainage/Ditch			Dust Control	
	Len (Ft)	Wid (Ft)	Thick (In)	Len (Ft)	Wid (Ft)	Len (Ft)	Deep (Ft)	Culverts?	Len (Ft)	Wid (Ft)
Oriva Road	1,700	24'	6"							

Contractor Name/Address:	Melgaard Construction
--------------------------	------------------------------

CONTRACTOR PRICING					
Check if Apply	Surfacing	Tons/CY	\$/Ton/CY *	Total \$	
	Limestone (J, W, L) (Ton)	1,122	30	33,660	*includes aggregate, delivery and placement of aggregate. If mixing two aggregates (ie concrete/asphalt), fill out both rows. If cost does not include placement of aggregate, please state and then include it under blading below. Scoria is often in cubic yards instead of tons. If this is the case, mark out tons and put in CY
	Scoria (2" max) (CY)				
	Pit run (CY)				
	Crushed Concrete				
	Crushed Asphalt				
	Other (Specify)				
Surfacing Subtotal					

Check if Apply	Blading	Hrs	\$/Hr *	Total \$	
	Crowning/Surfacing				* includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches
	Move 200' of Road				
	Water Truck				
Blading Subtotal					

Check if Apply	Drainage	LF	\$/LF *	Total \$	
	Install 12" culvert				* includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary
	Install 18" culvert				
	Install 24" culvert				
	Cut Ditches				
Drainage Subtotal					

Check if Apply	Dust Control	Gallons	\$/Gallon *	Total \$	
	Mag Chloride				* includes product and application of product to roadway
	Other (Specify)				
Dust Control Subtotal					
Total Cost Estimate				\$33,660	

District Support Grant Roadway Cost Estimate Template

ROADWAY PROJECT INFORMATION										
District	Oriva Hills Improvement & Service District							Submit one form for each road		
Road Name	Surfacing			Blading		Drainage/Ditch			Dust Control	
Len (Ft)	Wid (Ft)	Thick (In)	Len (Ft)	Wid (Ft)	Len (Ft)	Deep (Ft)	Culverts?	Len (Ft)	Wid (Ft)	
Oriva Road	1,700	24'	6"							

Contractor Name/Address:	TCRI
--------------------------	------

CONTRACTOR PRICING				
Check if Apply	Surfacing	Tons/CY	\$/Ton/CY *	Total \$
	Limestone (J, W, L) (Ton)			0
	Scoria (2" max) (CY)			
	Pit run (CY)			
	Crushed Concrete			
	Crushed Asphalt			
Trucking only - cost per ton	Trucking Only	1,122	\$14	\$15,708
Surfacing Subtotal				

*includes aggregate, delivery and placement of aggregate. If mixing two aggregates (ie concrete/asphalt), fill out both rows. If cost does not include placement of aggregate, please state and then include it under blading below. Scoria is often in cubic yards instead of tons. If this is the case, mark out tons and put in CY

Check if Apply	Blading	Hrs	\$/Hr *	Total \$
	Crowning/Surfacing			
	Move 200' of Road			
	Water Truck			
Blading Subtotal				

* includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches

Check if Apply	Drainage	LF	\$/LF *	Total \$
	Install 12" culvert			
	Install 18" culvert			
	Install 24" culvert			
	Cut Ditches			
Drainage Subtotal				

* includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary

Check if Apply	Dust Control	Gallons	\$/Gallon *	Total \$
	Mag Chloride			
	Other (Specify)			
Dust Control Subtotal				
Total Cost Estimate				\$0

* includes product and application of product to roadway

District Support Grant Roadway Cost Estimate Template

ROADWAY PROJECT INFORMATION										
District	Oriva Hills Improvement & Service District							Submit one form for each road		
Road Name	Surfacing			Blading		Drainage/Ditch			Dust Control	
	Len (Ft)	Wid (Ft)	Thick (In)	Len (Ft)	Wid (Ft)	Len (Ft)	Deep (Ft)	Culverts?	Len (Ft)	Wid (Ft)
Oriva Road	1,700	24'	6"							

Contractor Name/Address:	Croelle
--------------------------	---------

CONTRACTOR PRICING					
Check if Apply	Surfacing	Tons/CY	\$/Ton/CY *	Total \$	
	Limestone (J, W, L) (Ton)	1,122	7.5	8,415	*includes aggregate, delivery and placement of aggregate. If mixing two aggregates (ie concrete/asphalt), fill out both rows. If cost does not include placement of aggregate, please state and then include it under blading below. Scoria is often in cubic yards instead of tons. If this is the case, mark out tons and put in CY
	(Rock only - no trucking)				
	Scoria (2" max) (CY)				
	Pit run (CY)				
	Crushed Concrete				
	Crushed Asphalt				
	Other (Specify)				
Surfacing Subtotal					

Check if Apply	Blading	Hrs	\$/Hr *	Total \$	
	Crowning/Surfacing				* includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches
	Move 200' of Road				
	Water Truck				
Blading Subtotal					

Check if Apply	Drainage	LF	\$/LF *	Total \$	
	Install 12" culvert				* includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary
	Install 18" culvert				
	Install 24" culvert				
	Cut Ditches				
Drainage Subtotal					

Check if Apply	Dust Control	Gallons	\$/Gallon *	Total \$	
	Mag Chloride				* includes product and application of product to roadway
	Other (Specify)				
Dust Control Subtotal					
Total Cost Estimate				\$8,415	

Campbell County
CENTENNIAL



Office of
COUNTY CLERK

500 S. Gillette Avenue, Suite 1600 • P.O. Box 3010 • Gillette, Wyoming 82717-3010
Phone: 307.682.7285 • Fax: 307.687.6455

May 27, 2020

To: Helenanne Cathey
RE: Oriva Hills Improvement and Service District

The compliance requirements below have been met by the Oriva Hills Improvement and Service District. Having met the requirements, Oriva Hills Improvement and Service District is currently in compliance with the Campbell County Elections Office.

Notice of Board – 03/26/2020

Final Budget – 07/18/2019

Public Records – 07/19/2019

Map - YES

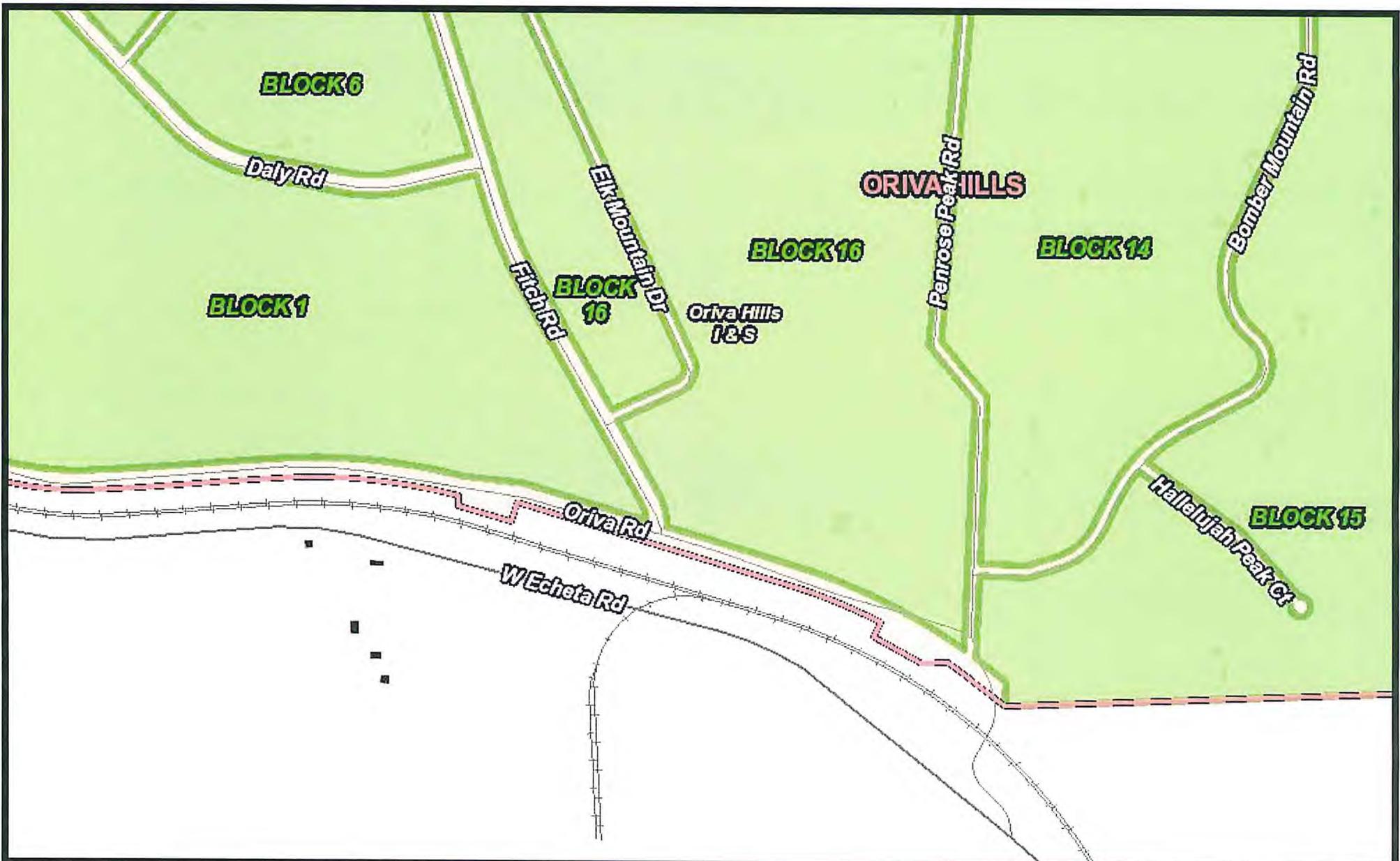
Department of Audit - YES

Department of Revenue - YES

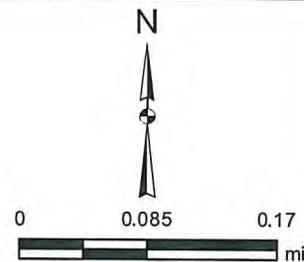
Sincerely,

Charity D. Stewart

Charity D. Stewart
Elections Coordinator



Date: 6/25/2020
Time: 4:39:42 PM



CAMPBELL COUNTY, WYOMING

DEPARTMENT
OF PUBLIC WORKS

500 S. Gillette Ave. Gillette, Wyoming 82716
Phone # 307 685-8061
Fax # 307 687-6349

Oriva Hills
020.7085.43

020.7085.43

Date	Discription	Award	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5	Priority 6	Priority 6	Priority 6	Priority 7	Priority 8	Disbursement	Balance	Project Cost
								25%	33%	50%					
9/1/2009	DSG 42 - 1 Road Repair	50,000.00												50,000.00	
12/3/2009	Pay Req #1												11,563.50	38,436.50	
2/23/2010	Pay Req #2												7,516.28	30,920.22	
5/25/2010	Pay Req #3												805.94	30,114.28	
7/20/2010	Pay Req #4												1,525.94	28,588.34	
11/15/2010	Pay Req #5												7,108.96	21,479.38	
12/22/2010	Pay Req #6												1,730.94	19,748.44	
6/27/2011	Pay Req #7												1,406.50	18,341.94	
8/19/2011	Pay Req #8												848.75	17,493.19	
10/21/2011	Pay Req #9												218.25	17,274.94	
12/17/2011	Pay Req #10												1,033.50	16,241.44	
3/21/2012	Pay Req 12												242.50	15,998.94	
6/21/2012	Pay Req 13												7,170.88	8,828.06	
10/31/2012	Pay Req 14												191.25	8,636.81	
11/27/2012	Pay Req 15												2,453.44	6,183.37	
2/20/2013	Pay Req 16-Final												53.13	6,130.24	
9/7/2011	DSG 42-2 Tarver Consulting-Loan /	7,500.00												7,500.00	
4/10/2013	Returned to County 4/10/2013													0.00	
8/20/2013	DSG 2013.02 Culverts & Scoria on I	15,101.00						15,101.00						15,101.00	
1/9/2014	Pay req 1-Final												15,101.00	0.00	
5/6/2014	DSG 2013.19 Fitch Road/drainage	8,883.00						5,583.00		3,300.00				8,883.00	
6/25/2014	Pay req 1-Final												8,883.00	0.00	
9/16/2014	DSG 2014.06 5 Fingers Rd	11,608.00						11,608.00						11,608.00	
10/27/2014	Pay Req 1-Final												11,608.00	0.00	
8/18/2015	DSG 2015.09 Drainage/Scoria Boml	11,115.00						6,851.00		4,264.00				11,115.00	
10/26/2015	Pay req 1-Final												11,115.00	0.00	
8/18/2015	DSG 2015.10 Scoria Buffalo Back R	2,467.00						2,467.00						2,467.00	
10/26/2015	Pay Req 1-Final												2,467.00	0.00	
11/17/2015	DSG 2015.17 Moving Century Link i	1,283.00								1,283.00				1,283.00	
3/22/2016	Pay req 1-Final												1,283.00	0.00	
8/21/2018	DSG 2018.06-Penrose Pk drainage	45,097.00						29,762.00		15,335.00				45,097.00	
10/23/2018	Pay req 1												23,482.33	21,614.67	
1/28/2019	Pay req 2												2,486.58	19,128.09	
2/26/2019	Pay req 3												1,094.32	18,033.77	
4/23/2019	Pay req 4												2,655.75	15,378.02	
5/28/2019	Pay req 5												2,023.80	13,354.22	
	7.30.19 Extension request granted-6.30.20												0.00	13,354.22	
12/10/2019	Pay req 6-Final												13,354.22	0.00	
	5yr total	59,962.00						39,080.00		20,882.00			59,962.00		

204 Lots	Eligible	306,000.00	250,000 max
	Awards	59,962.00	
	Disbursements	59,962.00	
	Subject to 1500.	39,080.00	
	Not subject to 1500.	20,882.00	
	Remaining current 5-yr period	210,920.00	

not subject to \$1500/lot limitation

**Recvd refund of \$1,283. as CenturyLink was unable to complete relocation. 4.28.17

*picked up 1% sign. 2018

The following page(s) contain the backup material for Agenda Item: [9:50 District Support Grant, Overbrook I&S](#)

*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.



Department of Public Works - Engineering Division

Kevin C. King, P.E., Director

500 S. Gillette Avenue, Suite 1400 Gillette, WY 82716 | 307-685-8061 Office | 307-687-6468 Fax

DISTRICT SUPPORT GRANT MEMORANDUM

SECTION 1 - General

FROM: Kevin C. King, P.E., Public Works Executive Director
TO: Board of County Commissioners
SUBJECT: District Support Grant Application From: **Overbrook I&S**
DATE: 6/30/2020

Overbrook I&S has submitted a District Support Grant application in the amount of \$2,019 for application of 9500 gallons of mag chloride dust control to their roads

SECTION 2 - Grant Type and Priority Gravel Road, Priority 6

SECTION 3 - Costs and Eligibility Enlargement Eligible? Yes

Total Estimated Project Cost:	\$8,075		
Total Number of District Lots:	26		
Total allowable grant over a 5-yr period:	26	lots	@ \$1,500 \$ 39,000
Total amount of Grants approved over current 5-yr period:			\$ 4,940
Total amount not subject to \$1500/lot limitation			\$ -
Remaining Grant eligibility this current 5-yr period:			\$ 34,060
Current Fiscal Year Awards	\$ -		O.K.
Remaining Eligibility this Fiscal Year	\$ 50,000	O.K.	

SECTION 4 - Compliance

Overbrook I&S District is in compliance with the elections office per a 6/16/2020 memo

SECTION 5 - Analysis Gravel Road, Priority 6

(PR-1) 100%, up to \$4500 max

%	Total	Grant	Item
100	\$ -	\$ -	
50	\$ -	\$ -	
33	\$ -	\$ -	
25	\$ 8,075	\$ 2,019	9500 gallons of mag chloride dust control
Totals	\$ 8,075	\$ 2,019	

SECTION 6 - Quotes Received

	Company	Total	Notes:
1	Dustbusters, Inc	\$ 8,075	
2			
3			
4			

SECTION 7 - Recommendation

I recommend the Board approve the District Support Grant request from Improvement and Service District in an amount not to exceed \$ 2,019 for application of 9500 gallons of mag chloride dust control to their roads	Overbrook I&S	Funding History	
		5 year	\$4,940
		10 year	\$12,518
		Since 2011	\$24,284
Approved? Y or N	\$	Date Approved	



DISTRICT SUPPORT GRANT APPLICATION

District Name: Overbrook Improvement & Service District Requested Amount: \$2,018.75

Mailing Address: PO Box 7221, Gillette, WY 82717

Contact Person: Tyler Miller, President

Day Time Phone: 307-680-3605

Application is requesting financial assistance to form a District? Yes _____ No X

Applicant is requesting financial assistance for connection to regional water? Yes _____ No X

Is the project anticipated to be complete in the next 18 months? Yes X No _____

Description of proposed project: (Include engineering reports, portion to be funded by grant, etc.)
Mag chloride on all of the district's roads to reduce dust and prolong the life of the roads.

Total project cost (estimated) (itemize on separate sheet): \$8,075.00

Projected start date: 7/15/20 Projected completion date: 09/30/20

Briefly describe why the project is needed:
Mag chloride will be applied to reduce dust and prolong the life of the roads.

Governing Board members: Tyler Miller, President / Heather Wichert, Vice President / Barb Pilon, Secretary/Treasurer

Acreage (approximate) of district or proposed district: 207.74 acres

Date of district formation (if applicable) December 20, 2005

Number of lots: 26

Population of District: 80 +/-

Ratio of Developed and undeveloped land: 2 unimproved

Is area legally platted? Yes

District boundary map included? Yes

Is District Zoned? Yes If so, what is it zoned? R-R

Is District in compliance with the Elections Office? (Submit letter of compliance). Yes

FINANCIAL INFORMATION

Current Mill Levy for the Subdivision \$ 30,000.00
Current Assessed Valuation (County Assessor's Office) \$ 795,247.00
Current Indebtedness \$ 0
Current Income statement and balance sheet \$ 76,227.10 (bank account)

Water and sewer rates, tap fees, plant investment fees, association or district dues (Describe)

The annual assessment is \$1,200 per lot. The annual assessment includes 15,000 gallons of water per month. Water meters are read monthly, and water usage charges are billed under the following fee schedule each month:

\$1.75 for water usage over 15,000 gallons up to 30,000 gallons plus
\$3.50 per 1,000 gallons over 30,000 gallons up to 50,000 gallons plus
\$7.00 per 1,000 gallons over 50,000 gallons.

Will project generate user fees, charges, other revenues or income revenue? Yes _____ No X

List and describe other potential funding sources:

None

Other pending applications for funding:

None

Land developers or others whose business ventures will directly benefit from project and funding or other assistance requested, received, or pledged from these sources:

None

Respectfully submitted,

(SEAL)

Sylvia Miller

Title: President

Attest:

Barbara Wilson
Secretary

Overbrook Improvement & Service District
Balance Sheet
As of June 11, 2020

	<u>Jun 11, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
FNB Checking	76,227.10
Total Checking/Savings	76,227.10
Accounts Receivable	
Accounts Receivable	2,563.26
Total Accounts Receivable	2,563.26
Total Current Assets	78,790.36
TOTAL ASSETS	78,790.36
LIABILITIES & EQUITY	
Equity	
Unrestricted Net Assets	72,965.50
Net Income	5,824.86
Total Equity	78,790.36
TOTAL LIABILITIES & EQUITY	78,790.36

District Support Grant Roadway Cost Estimate Template

ROADWAY PROJECT INFORMATION											
District	Overbrook Improvement & Service District								Submit one form for each road		
	Surfacing			Blading		Drainage/Ditch			Dust Control		
	Road Name	Len (Ft)	Wid (Ft)	Thick (In)	Len (Ft)	Wid (Ft)	Len (Ft)	Deep (Ft)	Culverts?	Len (Ft)	Wid (Ft)
All roads (Overbrook Rd, Ct, and Catalina Ct.)										7,075	24

Contractor Name/Address: **Dustbusters Inc.**

CONTRACTOR PRICING

Check if Apply	Surfacing	Tons	\$/Ton *	Total \$	
	Limestone (J, W, L)				*includes aggregate, delivery and placement of aggregate. If mixing two aggregates (ie concrete/asphalt), fill out both rows. If cost does not include placement of aggregate, please state and then include it under blading below. Scoria is often in cubic yards instead of tons. If this is the case, mark out tons and put in CY
	Scoria (2" max)				
	Crushed Concrete				
	Crushed Asphalt				
	Other (Specify)				
Surfacing Subtotal					

Check if Apply	Blading	Hrs	\$/Hr *	Total \$	
	Crowning/Surfacing				* includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches
	Water Truck				
Blading Subtotal					

Check if Apply	Drainage	LF	\$/LF *	Total \$	
	Install 12" culvert				* includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary
	Install 18" culvert				
	Install 24" culvert				
	Cut Ditches				
Drainage Subtotal					

Check if Apply	Dust Control	Gallons	\$/Gallon *	Total \$	
X	Mag Chloride	9,500	0.85	\$8,075	* includes product and application of product to roadway
	Other (Specify)				
Dust Control Subtotal					
Total Cost Estimate					



Office of
COUNTY CLERK

500 S. Gillette Avenue, Suite 1600 • P.O. Box 3010 • Gillette, Wyoming 82717-3010
Phone: 307.682.7285 • Fax: 307.687.6455

June 16, 2020

To: Helenanne Cathey
RE: Overbrook Improvement and Service District

The compliance requirements below have been met by the Overbrook Improvement and Service District. Having met the requirements, Overbrook Improvement and Service District is currently in compliance with the Campbell County Elections Office.

Notice of Board – 03/26/2020

Final Budget – 07/18/2019

Public Records – 07/19/2019

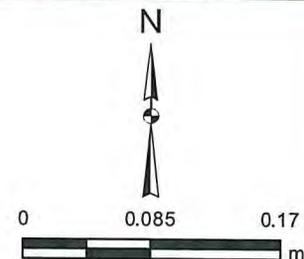
Map - YES

Department of Audit - YES

Department of Revenue - YES

Sincerely,

Charity D. Stewart
Elections Coordinator



CAMPBELL COUNTY, WYOMING
 DEPARTMENT
 OF PUBLIC WORKS
 500 S. Gillette Ave. Gillette, Wyoming 82716
 Phone # 307 685-8061
 Fax # 307 687-6349

Date: 6/25/2020
 Time: 4:31:17 PM

Overbrook I & S
020.7085.39

Date	Description	Award	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5	Priority 6 25%	Priority 6 33%	Priority 6 50%	Priority 7	Priority 8	Disbursement	Balance	Project Cost
1/17/2006	DSG 39 - A Roto-Mill for Road	7,875.00												7,875.00	
1/20/2006	Req 1 - Final												7,875.00	0.00	
2/17/2009	DSG 39-B Remodel pump house	3,891.00												3,891.00	
5/21/2009	Pay Req 1 - Final												3,616.00	275.00	
9/5/2012	DSG 2012.11 Radio Read Meter:	1,222.00				1,222.00								1,222.00	
12/3/2012	Pay Req 1-Final												1,222.00	0.00	
5/5/2015	DSG 2014.26 Mag Chloride/Gra	6,356.00						6,356.00						6,356.00	
6/23/2015	Pay Req 1 - Final												6,301.17	54.83	
5/3/2016	DSG 2015.33 Mag Chloride/Gra	4,940.00						4,940.00						4,940.00	
7/5/2016	Pay Req 1 - Final												4,162.82	777.18	
		4,940.00	0.00	0.00	0.00	0.00	0.00	4,940.00	0.00	0.00	0.00	0.00	0.00		

***letter of compliance is not valid per Kendra 4.4.17
 5 yr 4,940.00
 10 yr 12,518.00
 Since inception 24,284.00

26 lots Eligible 39,000.00
 Awards 4,940.00
 Disbursements 0.00
 Subject to 1500. 4,940.00
 Not subject to 1500. 0.00
 Remaining current 5-yr period 34,060.00

not subject to \$1500/lot limitation

The following page(s) contain the backup material for Agenda Item: [9:55 District Support Grant, Rocky Point I&S](#)

*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.



Department of Public Works - Engineering Division

Kevin C. King, P.E., Director

500 S. Gillette Avenue, Suite 1400 Gillette, WY 82716 | 307-685-8061 Office | 307-687-6468 Fax

DISTRICT SUPPORT GRANT MEMORANDUM

SECTION 1 - General

FROM: Kevin C. King, P.E., Public Works Executive Director
TO: Board of County Commissioners
SUBJECT: District Support Grant Application From: **Rocky Point I&S**
DATE: 6/30/2020

Rocky Point I&S has submitted a District Support Grant application in the amount of \$594 for application of 2000 gallons of mag chloride dust control on Rocky Point Drive

SECTION 2 - Grant Type and Priority **Gravel Road, Priority 6**

SECTION 3 - Costs and Eligibility **Enlargement Eligible? Yes**

Total Estimated Project Cost:	\$1,800			
Total Number of District Lots:	29			
Total allowable grant over a 5-yr period:	29 lots @ \$1,500		\$	43,500
Total amount of Grants approved over current 5-yr period:			\$	23,959
Total amount not subject to \$1500/lot limitation			\$	19,416
Remaining Grant eligibility this current 5-yr period:			\$	38,957
Current Fiscal Year Awards	\$ -			O.K.
Remaining Eligibility this Fiscal Year	\$ 50,000	O.K.		

SECTION 4 - Compliance

Rocky Point I&S District is in compliance with the elections office per a 6/12/2020 memo

SECTION 5 - Analysis **Gravel Road, Priority 6**

(PR-1) 100%, up to \$4500 max

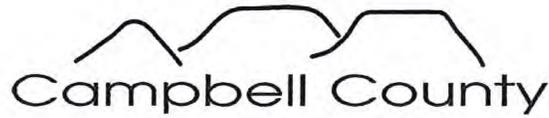
%	Total	Grant	Item
100	\$ -	\$ -	
50	\$ -	\$ -	
33	\$ 1,800.00	\$ 594.00	2000 gallons of mag chloride
25		\$ -	
Totals	\$ 1,800	\$ 594	

SECTION 6 - Quotes Received

	Company	Total	Notes:
1	Dustbuster's Inc.	\$ 1,800	
2			
3			
4			

SECTION 7 - Recommendation

I recommend the Board approve the District Support Grant request from Rocky Point I&S Improvement and Service District In an amount not to exceed \$ 594 for application of 2000 gallons of mag chloride dust control on Rocky Point Drive	Funding History	
	5 year	\$23,959
	10 year	\$30,838
	Since 2008	\$36,180
Approved? Y or N	\$	Date Approved



DISTRICT SUPPORT GRANT APPLICATION

District Name: Rocky Point W: S District Requested Amount: \$ 594.⁰⁰

Mailing Address: PO Box 3533 Gillette, WY 82717

Contact Person: Rebecca Vondrak

Day Time Phone: (307) 686-1511

Is applicant requesting financial assistance to form a District? Yes No

Is Applicant requesting financial assistance for connection to regional water? Yes No

Is the project anticipated to be complete in the next 18 months? Yes No

Description of proposed project: (Include engineering reports, portion to be funded by grant, etc.)
To apply 2,000 gal. of Mag Chloride on Rocky Point Drive.

Total project cost (estimated) (itemize on separate sheet): \$ 1,800.⁰⁰ 2,000 gal. Mag. Chloride @ 90¢ per gal

Projected start date: July, 2020 Projected completion date: Aug, 2020

Briefly describe why the project is needed:
To help control Dust on Rocky Point Dr. for betterment of the Road

Governing Board members: Lara Koehler, Clyde Owen, Bryan Michaels, KC Barnes, Dean Adam

Acreage (approximate) of district or proposed district: 76.09 Acres

Date of district formation (if applicable) N/A

Number of lots: 30 lots - 29 residential lots - 1 resident occupies 2 lots

Population of District: N/A

Ratio of developed and undeveloped land: None Undeveloped

Is area legally platted? yes

District boundary map included? yes

Is District zoned? yes If so, what is it zoned? Residential

Is District in compliance with the Elections Office? (Submit letter of compliance). yes

FINANCIAL INFORMATION

Current Mill Levy for the Subdivision \$ 16.9%

Current Assessed Valuation (County Assessor's Office) \$ 715,937 for 2020

Current Indebtedness \$ None

Current Income Statement and Balance Sheet \$ Average yearly income: 44,000
Account Balance: 23,603.84
End of May 2020

Water and sewer rates, tap fees, plant investment fees, association or district dues (Describe)
\$120 per month HOA/water assessment w/ base rate metered water - 16.9% mill le

Will project generate user fees, charges, other revenues or income revenue?

Yes _____ No X

List and describe other potential funding sources:

None

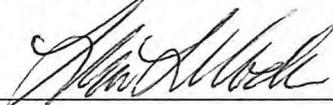
Other pending applications for funding:

None

Land developers or others whose business ventures will directly benefit from project and funding or other assistance requested, received, or pledged from these sources:

N/A

Respectfully submitted,



Title: President

Attest:


Secretary

Rocky Point Water & Sewer District

P.O. BOX 3533 GILLETTE, WYOMING 82717
TEL 686-1511 FAX 686-1511

rebecca_tobey@yahoo.com

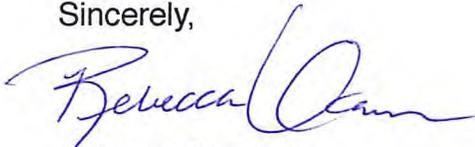
June 8, 2020

To whom it may concern:

The Rocky Point Water and Sewer District is requesting a District Support Grant in the amount of \$594.00. This is 33% of our bided project amount, which is \$1,800 for 2,000 gallons of Mag. Chloride to be applied to the road in the next couple of months to help with dust control on Rocky Point Drive. The board is asking for 33% again this year due to usage on the road from other subdivisions in the area. During the recent construction on Highway 50 the homeowners also saw an increase of usage on their roadway as well. I have attached a map to show how the road is used by those other than Rocky Point Homeowners.

If any other information is required or needed to further assist in the progress of this grant please contact me at the office - 686-1511, and I'll be happy to help!

Sincerely,



Rebecca Vondrak
Administrative Manager

Highlighted in the area on Rocky Point Drive that Rocky Point WIS District is responsible for and will be applying Mag. Chloride to!



Due to increased use of the Road, we believe that some of these homeowners were using Rocky Point to by pass the construction at the intersection of

A majority of these homeowners use Rocky Point Dr. and there has been an increase in people moving out to this area as well!

District Support Grant Roadway Cost Estimate Template

Contracto Dustbusters

ROADWAY PROJECT INFORMATION										
District								Submit one form for each road		
Road Name	Surfacing			Blading		Drainage/Ditch			Dust Control	
	Len (Ft)	Wid (Ft)	Thick (In)	Len (Ft)	Wid (Ft)	Len (Ft)	Deep (Ft)	Culverts?	Len (Ft)	Wid (Ft)

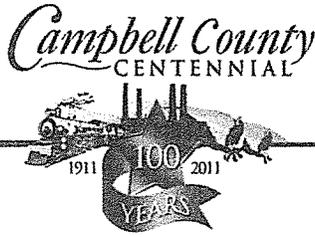
CONTRACTOR PRICING

Check if Apply	Surfacing	Tons	\$/Ton *	Total \$	*includes aggregate, delivery and placement of aggregate. If mixing two aggregates (ie concrete/asphalt), fill out both rows. If cost does not include placement of aggregate, please state and then include it under blading below. Scoria is often in cubic yards instead of tons. If this is the case, mark out tons and put in CY
	Limestone (J, W, L)				
	Scoria (2" max)				
	Crushed Concrete				
	Crushed Asphalt				
	Other (Specify)				
Surfacing Subtotal					

Check if Apply	Blading	Hrs	\$/Hr *	Total \$	* includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches
	Crowning/Surfacing				
	Water Truck				
Blading Subtotal					

Check if Apply	Drainage	LF	\$/LF *	Total \$	* includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary
	Install 12" culvert				
	Install 18" culvert				
	Install 24" culvert				
	Cut Ditches				
Drainage Subtotal					

Check if Apply	Dust Control	Gallons	\$/Gallon *	Total \$	* includes product and application of product to roadway
	Mag Chloride	2000	0.9	\$1,800	
	Other (Specify)				
Dust Control Subtotal				\$1,800	
Total Cost Estimate					



Office of
COUNTY CLERK

500 S. Gillette Avenue, Suite 1600 • P.O. Box 3010 • Gillette, Wyoming 82717-3010
Phone: 307.682.7285 • Fax: 307.687.6455

June 12, 2020

To: Rebecca Vondrak
RE: Rocky Point Water and Sewer District

The compliance requirements below have been met by the Rocky Point Water and Sewer District. Having met the requirements, Rocky Point Water and Sewer District is currently in compliance with the Campbell County Elections Office.

Notice of Board – 05/07/2020

Final Budget – 07/29/2019

Public Records – 05/07/2020

Map - YES

Department of Audit - YES

Department of Revenue - YES

Sincerely,

Charity D. Stewart
Elections Coordinator

Rocky Point W & S District #29
 020.7085.21
 29 Lots

Date	Description	Award	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5	Priority 6 25%	Priority 6 33%	Priority 6 50%	Priority 7	Priority 8	Disbursed	Remaining	Project Cost
4/15/2008	Road Maintenance & Repair	5,342.00													5,342.00
5/28/2008	Pay req 1-Final														
6/8/2012	DSG 2012.04 Road Improvement	6,879.01						6,879.01					5,078.94		263.06
12/19/2013	Pay req 1													281.17	6,879.01
6/25/2014	Pay req 2-Final													318.75	6,597.84
7/21/2015	DSG 2015.03 Meter pits/readers	13,279.00			13,279.00										6,279.09
8/26/2015	Pay Req 1														13,279.00
3/15/2016	Pay req 2-Final													6,647.85	6,631.15
4/17/2018	DSG 2017.17 Road Maintenance	1,485.00							1,485.00						0.00
10/16/2018	Pay req 1-Final													6,631.15	1,485.00
11/6/2018	DSG 2018.09 Well Pump	4,633.00						4,633.00							22.10
12/3/2018	Pay req 1-Final														4,633.00
4/16/2019	DSG 2018.19 Road Maintenance	4,562.00							4,562.00						0.00
11/12/2019	Pay Req 1 - Final													4,633.00	4,562.00
													3,939.70		622.30

5yr total 23,959.00 13,279.00 4,633.00 6,137.00 23,314.60

29 Eligible 43,500.00
 Awards 23,959.00
 Disbursements 23,314.60
 Subject to 1500. 4,633.00
 Not subject to 1500. 19,416.00
 Remaining current 5-yr period 38,957.00

not subject to \$1500/lot limitation

picked up 1% sign 10.10.18

The following page(s) contain the backup material for Agenda Item: [10:00 TAP Grant Application, Museum Crosswalk](#)

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

MEMORANDUM

TO: Board of County Commissioners
FROM: Kevin C. King, P.E., Public Works Director
DATE: June 30, 2020
SUBJECT: Museum Pedestrian-Activated Crosswalk System project

Attached is the Transportation Alternatives Program (TAP) grant application for the above-referenced project for your review and approval.

The project involves the design and construction of a pedestrian-activated crosswalk system on 2nd Street near the Rockpile Museum. The system will employ advanced warning signs, located 300 feet in both directions from the crosswalk, that will flash when the system is activated. There will also be a pedestrian refuge island in the center of the street. The system will look very similar to the system on 4-J Road near the Library and Burma near the hospital, with the addition of the advanced activated warning signs. It is important to note that Campbell County will own and maintain the system once installed.

The total project cost is broken down as follows:

TAP grant funding:	\$148,640
Local match:	<u>\$ 37,160</u>
Total project cost estimate:	\$185,800

The total budget was approved in your FY20-21 budget.

The Wyoming Transportation Commission will consider grant applications at their October 2020 meeting. If awarded, it is anticipated that the project will be constructed late fall 2021 or summer of 2022 so budget carryover into FY21-22 will be required.

We are asking for your approval to submit the TAP grant application to WYDOT for their funding consideration.



Transportation Alternatives Program (TAP) Applicant Information

Sponsor:

Name of Sponsor: Campbell County		
Sponsor Type: Local Government		
Specify Other:		
DUNS: 071413140		
Mailing Address: 500 South Gillette Avenue, Suite 1100		
City: Gillette	State: WY	Zip: 82716
Project Name: Museum Pedestrian-Activated Crosswalk System		

Contact Person: Clark Melinkovich		
Title: Engineer, Senior		
Email: cmm08@ccgov.net		Phone: 307-685-8061
LPA Certified: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	LPA Certification Expiration: 12/31/2020	
LPA Certified Individual (if not Contact Person):		

Joint Sponsor:

Joint Sponsor: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Joint Sponsor's Name:		
Mailing Address:		
City:	State:	Zip:

Contact Person:		
Title:		
Email:		Phone:

Funding Request

20% Local Match	80% Federal (TAP Request)	Total Project Cost
\$37,160.00	\$148,640.00	\$185,800.00
Specify source of secured funding: County General Fund - Approved in FY20-21 County Budget		

Sponsor Certification Statement

Read and check each statement below certifying:

- The Sponsor is familiar with the Transportation Alternatives Program eligibility criteria;
- The budget accurately reflects cost of proposed project;
- The information provided is true and correct to the best of the Sponsor's knowledge;
- The Sponsor understands this is a reimbursement-based award and if funded, the Sponsor must pay costs and will be reimbursed as invoices are submitted with documentation;
- The Sponsor will be responsible for ensuring future maintenance and ongoing upkeep of the completed project.

Sponsor Signature
 (Authorized Official)

Date

Daniel G. Reardon, Chairman, Campbell County Board of Commissioners



TAP Attachment A: Project Description

Campbell County

Nature of Project:

<input checked="" type="checkbox"/> Planning/Design
<input checked="" type="checkbox"/> Construction

Project Type/Planning Document Considerations (Select all that apply):

Non-Motorized Transportation	
<input checked="" type="checkbox"/> ADA Upgrades	<input type="checkbox"/> ADA Transition Plan
<input checked="" type="checkbox"/> Safe Routes for Non-Drivers	<input checked="" type="checkbox"/> Pedestrian and Bicycle Facilities
<input type="checkbox"/> Conversion of Abandoned Railway Corridors to Trails	
Environmental Mitigation	
<input type="checkbox"/> Vegetation Management	<input type="checkbox"/> Storm Water Mitigation
<input type="checkbox"/> Wildlife Management	
Historic/Scenic Transportation Activities	
<input type="checkbox"/> Scenic Turnouts and Overlooks	
<input type="checkbox"/> Outdoor Advertising Management	
<input type="checkbox"/> Archeological Activities	
<input type="checkbox"/> Historic Preservation and Rehabilitation of Historic Transportation Facilities	

Project Location:

Describe the location of the project using any mileposts, landmarks, significant intersections, etc. Pedestrian activated crosswalk across 2 nd Street, located between 900 and 901 W. 2 nd Street, near the intersection of Stocktrail Avenue and 2 nd Street in Gillette Wyoming. Location is just east of the Campbell County Rockpile Museum and is further described in the two Attachment B documents.
--

Physical Description:

Pathway Type: Multi-Use Pathway	
Surface Type: Asphalt	If Other, please specify:
Approximate Length: 60 feet <input type="checkbox"/>	Approximate Width: 6 feet <input type="checkbox"/> N/A
N/A	

Project Timeline:

Completion of PS&E	Completion of Final Engineering/Bid Documents	Bid Advertisement	Begin Construction	Complete Project
10/31/2021	12/15/2021	1/15/2022	6/1/2022	8/15/2022

Project Benefits:

Check the following connections that this project provides (Must be within ½ mile of the start/end of the proposed project):	
<input type="checkbox"/> Residential to Residential	<input checked="" type="checkbox"/> Residential to Retail/Dining
<input checked="" type="checkbox"/> Residential to Education	
<input checked="" type="checkbox"/> Residential to Recreation	<input checked="" type="checkbox"/> Residential to Employment
<input checked="" type="checkbox"/> Employment to Retail/Dining	



<input checked="" type="checkbox"/> Employment to Recreation	<input checked="" type="checkbox"/> Employment to Education	<input type="checkbox"/> Recreation to Retail/Dining
<input type="checkbox"/> N/A		
Does the project provide a new connection?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
Does the project fill a sidewalk or pathway gap ("missing link")?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Will the project induce non-motorized trips?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
Briefly describe the improvements to mobility outlined in the above Project Benefits section:		
<p>Project to provide a crosswalk system including signs, flashing lights, and a raised refuge island to provide a safer mid-block crossing of a busy 5-lane highway. This crosswalk may induce additional pedestrians and bikers to utilize the safer crossing of 2nd Street.</p>		

Safety:

Does this project provide a safety improvement?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
If yes, check all parties benefitted by the safety improvement:			
<input checked="" type="checkbox"/> Bicyclists			
<input checked="" type="checkbox"/> Pedestrians			
<input checked="" type="checkbox"/> Children			
<input checked="" type="checkbox"/> Elderly			
<input checked="" type="checkbox"/> People with Disabilities			
<input type="checkbox"/> Other:			
Will the project enhance awareness of cyclists and pedestrians outside of the project limits?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Is the project within two (2) miles of a school and does it provide a safe connection between a residential community, the school, library, park, after-school activities, etc.?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe the details of the safety improvements outlined in the above Safety section:			
<p>The advanced warning signs with flashing lights and the flashing signs at the crosswalk and raised refuge island should raise driver awareness of pedestrians and bikers alongside and crossing 2nd Street. The Museum has had groups of students from both Campbell County Health daycare and Stocktrail School walk to the facility and they walk down Stocktrail Avenue and cross 2nd Street.</p>			

Economic Opportunity:

Does the project improve economic opportunity by bringing more people to businesses?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Does the project close a gap of existing walking/biking infrastructure to improve usability in a downtown, revitalization or business district?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
Provide details that substantiate answers outlined in the above Economic Opportunity section:			
<p>The crosswalk will provide a new option for people to cross 2nd Street to access other businesses. Within 1/2 mile of the site, there are several restaurants and businesses.</p>			

Project Administration:

How will the project design and contract bidding documents be produced?
<input type="checkbox"/> Reimbursement for these activities will not be sought by the Sponsor.



- Sponsor Employed Engineer (Must be a full time employee of the Sponsor.)
- Consulting Engineer (To be selected after notification of project award and Notice to Proceed, as a result of a qualifications based selection.)

Who will review the project design and contract bid documents for the Sponsor?

- Reimbursement for these activities will not be sought by the Sponsor.
- Sponsor Employed Engineer (Must be a full time employee of the Sponsor.)
- Consulting Engineer (To be selected after notification of project award and Notice to Proceed, as a result of a qualifications based selection.)

Who will perform the construction management?

- Reimbursement for these activities will not be sought by the Sponsor.
- Sponsor Employed Engineer (Must be a full time employee of the Sponsor.)
- Consulting Engineer (To be selected after notification of project award and Notice to Proceed, as a result of a qualifications based selection.)

Brief Project Summary:

Outline the need for the project and the benefits of the project:

The Rockpile Museum has 21 onsite parking spaces that provide adequate space during normal business functions. At two guests per vehicle average, the Museum parking lot can handle about 40 guests. Approximately 15 times per year the Museum has special events that create the need for off-site parking. The larger special events range from 30 to 600 people and overflow parking often occurs on the south side of 2nd Street on the County property at 203 Stocktrail Avenue. The Museum is located on the north side of 2nd Street and thus overflow guests must walk across the street to access the Museum. Campbell County Health owns a parking lot close by that might provide the opportunity for a parking agreement.

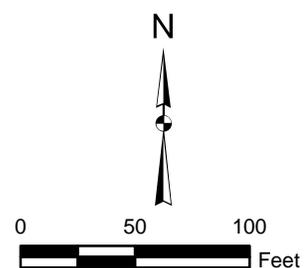
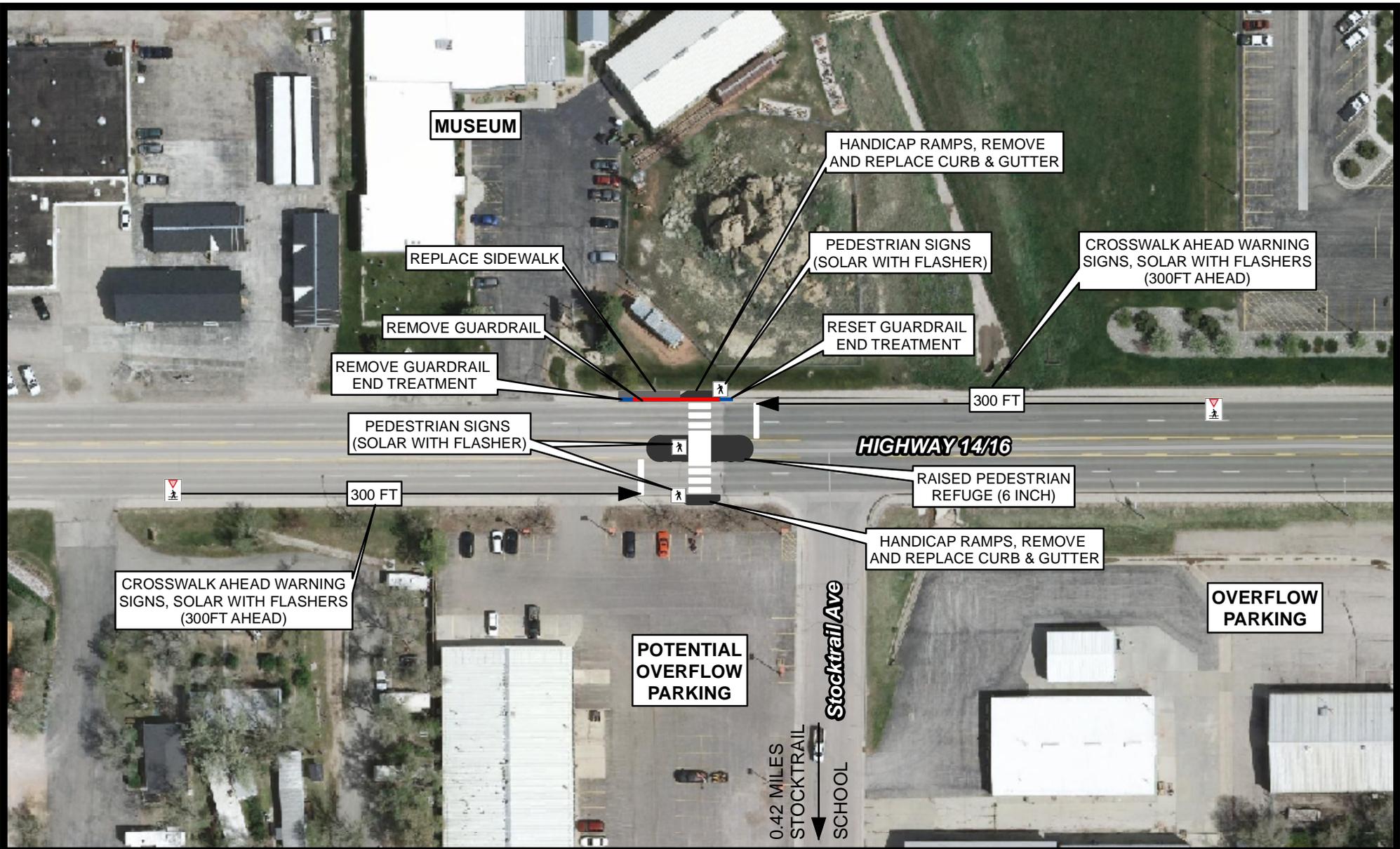
2nd Street in this area is 5-lanes wide (60 feet), with 85th percentile traffic speeds at 38 miles per hour and a speed limit of 30 miles per hour. The width of the street and the speed of the vehicles combine to form a very difficult, lengthy, and dangerous crossing.

Continuing concerns for safety of Museum patrons have been voiced by the Museum Board, Museum Director, and patrons, prompting the County Commissioners and County Public Works to discuss the Project with WYDOT. The County has received feedback from the WYDOT District Traffic Engineer that allows the County to pursue a pedestrian-activated crosswalk through a WYDOT encroachment permit. Due to the width of the street, a raised pedestrian refuge island is recommended. The location of the crosswalk will be studied and optimized to work with existing approaches into the Museum, hospital property, Crazy Woman Campground, Thunder Basin Homes, and the guardrail on the north side of 2nd Street. ADA improvements at sidewalk locations on both sides of the street will be designed and constructed during this project.



Stocktrail Elementary School is located within 0.4 miles from the site, and Campbell County Health daycare is located about 0.1 miles from the site, opening up the potential for more frequent field trips to the Museum.

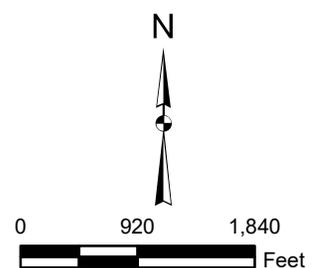
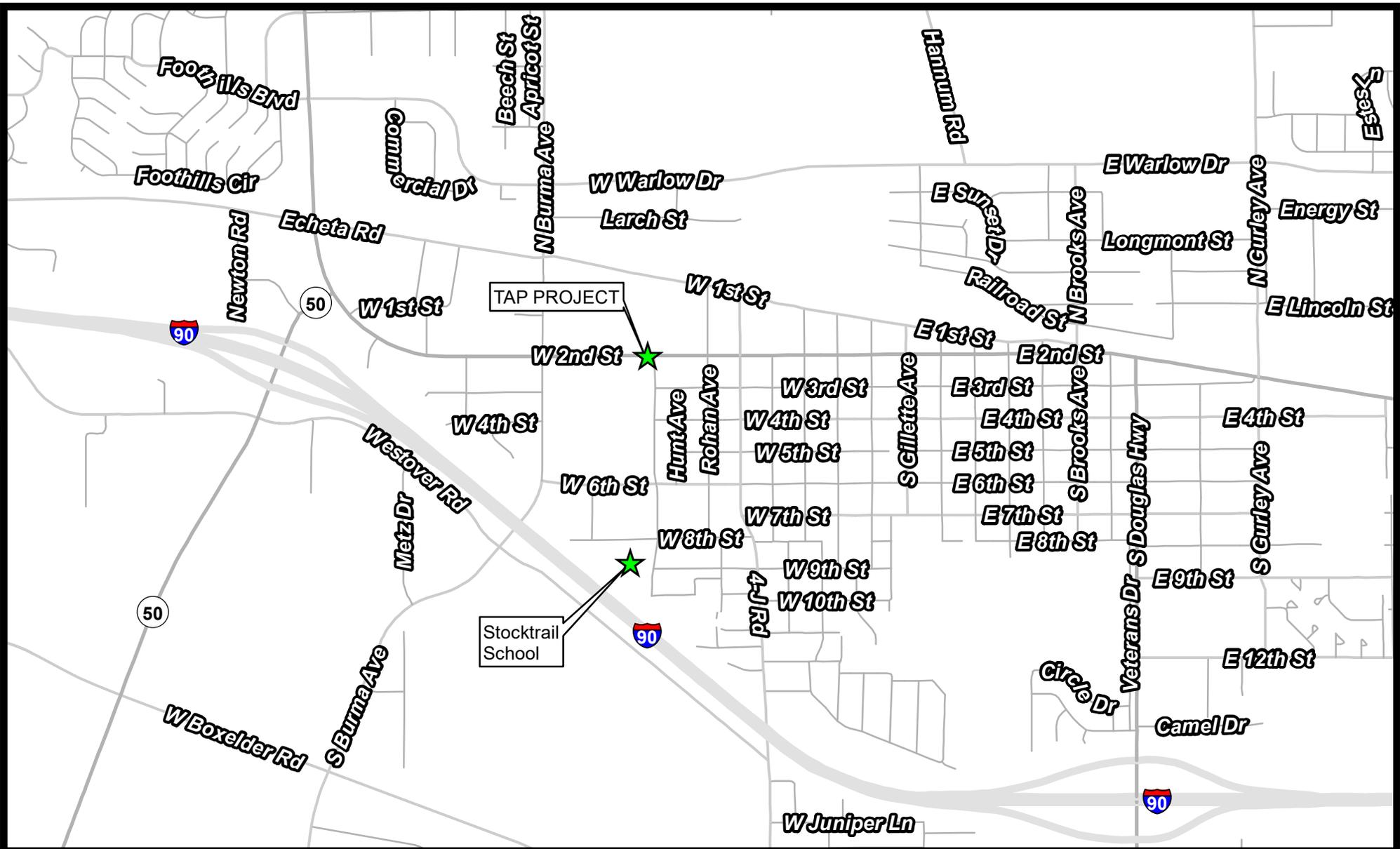
Without a new crosswalk, the other option to cross 2nd Street from the County overflow parking lot is to go east along the south side of 2nd Street to 4-J Road, cross 2nd Street on the crosswalk, then go west on the north side of 2nd Street to the Museum. This route is approximately 2000' (0.38 miles) in length. In contrast, with the proposed crosswalk installed, the route would be to go west from the overflow parking lot, cross Stocktrail Avenue, head north to 2nd Street and use the new crosswalk. This route is approximately 630' (0.12 miles) in length.



CAMPBELL COUNTY
 DEPARTMENT OF PUBLIC WORKS
 500 S. Gillette Ave. Gillette, Wyoming 82716
 Phone # 307 685-8061
 Fax # 307 687-6349

TAP ATTACHMENT B

DATE: 6/5/2020 DRAWN BY: crn08



CAMPBELL COUNTY
 DEPARTMENT OF PUBLIC WORKS
 500 S. Gillette Ave. Gillette, Wyoming 82716
 Phone # 307 685-8061
 Fax # 307 687-6349

TAP ATTACHMENT B
 VICINITY MAP
 GILLETTE, WYOMING
 DATE: 6/5/2020 DRAWN BY: crn08



TAP Attachment C: Public Involvement/ Planning and Design Integration Campbell County

Is this project included in a planning document?

Yes No N/A

If Yes, provide the name and date of planning document:

If Yes, List the groups that were/are involved in the planning:

Have you discussed this project with your WYDOT District Engineer?

Yes No N/A

If Yes, indicate the date of the discussion and what was discussed:

* 6/19/2019 Agenda item for the Gillette Urban Systems Advisory Committee Meeting. Discussed flashers, refuge island, street speed.

* 10/23/2019 Agenda item for the Gillette Urban Systems Advisory Committee Meeting. Discussed WYDOT requirements for encroachment, ADA, refuge island, maintenance, etc.

* Fall of 2019, Sara Ellis (WYDOT) gave a presentation to County Commissioners on the TAP grant program and potential for use for the Museum Crosswalk project.

Are there community concerns regarding this project?

Yes No N/A

If Yes, describe:

Does the project conform to all local ordinances, rules and regulations?

Yes No N/A

Are any variance approvals required?

Yes No N/A

What design standards have been, or are planned to be incorporated in the project design?

AASHTO PROWAG Wyoming Public Works WYDOT

Local Other (specify):

Provide a summary of the public involvement that has taken place previously for planning and design.

Several Museum patrons have expressed concern over the safety of pedestrians during larger Museum events that require offsite parking. This had led to several discussions between Museum Board and County Commissioners and subsequent discussions at the Gillette Urban Systems Advisory Committee Meetings. The Gillette News-Record ran an article that generated comments.



TAP Attachment D: Environmental Considerations

Campbell County

Does this proposed project have any unusual environmental features associated with it?

Yes No

If Yes, please describe:

Are there any registered historic structures or sites involved with the project?

Yes No

If Yes, please describe:

Are there any live watercourses or bodies of water being encountered?

Yes No

If Yes, please describe:



TAP: Project Estimating Worksheet (Infrastructure)

Project Sponsor :

Campbell County Government

Instructions:

- * Only input information in grey shaded areas below only.
- * Enter 0 in the percentages column if not seeking federal participation.
- * Only work performed after the execution of the State and Local agreement is eligible for federal reimbursement.
- * All requests will be rounded up to the nearest hundred dollars

Proposed Funding Match Rates	Local	Federal
	20.00%	80.00%

Infrastructure Project			Local Portion		Federal Portion	
Description (Include amounts for federal-aid items only)	Percentages	Project Totals	Proposed Local Match Percentage	Local Cash Match	Proposed Federal Percentage	Federal Amount Requested
Preliminary Construction Estimate or Estimated Total Cost of Planning		\$137,630.00	20.00%	\$27,526.00	80.00%	\$110,104.00
Construction Contingency 5% to 10% of PCE <i>(Quantity overruns, etc.)</i>	10.00%	\$13,763.00		\$2,752.60		\$11,010.40
Construction Engineering (Consultant) 0% or 10% of PCE <i>(Consultants shall be selected through established procedures)</i>	10.00%	\$13,763.00		\$2,752.60		\$11,010.40
Preliminary Engineering (Consultant) 0% to 15% of PCE <i>(Consultants shall be selected through established procedures)</i>	15.00%	\$20,644.50		\$4,128.90		\$16,515.60
Total Estimate (Infrastructure):		\$185,800.50		\$37,160.10		\$148,640.40

124300

Total Project Estimate	Total Local Match	Total Federal Match
\$185,800.50	\$37,160.10	\$148,640.40



TAP Attachment F: Site Visit Form

[INSERT SITE VISIT FORM]

Campbell County

FY2021 TAP SITE VISIT CHECKLIST

Project Name: **Museum Pedestrian-Activated Crosswalk System**

Agency Type: **County**

Agency Name: **Campbell County**

Contact Person: **Clark Melinkovich, Engineer III**

Contact Phone: **307-685-8061**

Contact Email: **cmm08@ccgov.net**

Alternate Contact: **Kevin King, Public Works Director**

Agency Mailing Address: **500 South Gillette Avenue, Suite 1400, Gillette, WY 82716**

Joint Sponsor:

Joint Sponsor Contact:

LPA Certified Individual: **Yes**

Name of LPA Certified Individual: **Clark Melinkovich, Engineer III**

LPA Certification Expiration: **12/31/2020**

Project Location: **A crosswalk running N/S between 900 and 901 W 2nd Street in Gillette Wyoming**

Project Limits: **Near the intersection of Stocktrail Avenue and West 2nd Street**

County: **Campbell**

Municipality: **Gillette**

Project Length: **Approximately 60 feet**

Project Type: **Pedestrian & Bicycle Facilities, N/A, N/A**

Is the project included in a planning document: **No**

WYDOT District Engineer aware of project: **Yes - please explain when and what you discussed below**

If you selected "Yes," explain: **The concept for the crosswalk has been discussed a number of times, including the last two Gillette Urban Systems meetings. In addition, Ms. Ellis provided a presentation to the Board of Commissioners in the fall of 2019 outlining the TAP program as it would relate to this project**

Project Description: **Installation of a pedestrian-activated crosswalk with safety island, ADA curb cuts, and advanced warning signs to allow for safer crossing of the roadway by museum patrons and other pedestrians and bikers.**

Does the Sponsor Own the Land: **No**

Who owns the affected land?: **State Agency**

Milestone Dates:

Environmental Clearance, Preliminary	Final Engineering and Bid Documents Completed by:	Project Bidding by:	Begin Construction by:	Construction Complete by:
--------------------------------------	---	---------------------	------------------------	---------------------------

Engineering Completed by:				
	5/7/2021	6/30/2021	7/28/2021	8/23/2021

Potential delays in reaching milestones: WYDOT encroachment permit and environmental documentation are out of our control and thus could impact schedule

Local Match Amount: \$37,160
 Source of Match: We plan to budget the total project cost in the FY20-21 County budget
 TAP Requested Amount: 148640
 Total Cost: \$185,800

Fiscal Year	Open Project
2016	No
2017	No
2018	No
2019	No

Open Project Numbers: N/A

Is the applicant an eligible sponsor?	X Yes	No
Has the applicant previously completed a federal aid project?	X Yes	No
Does the applicant acknowledge that receipt of funds requires compliance with several federal and state requirements, including but not limited to wage, equal opportunity, and environmental requirements?	X Yes	No

PEDESTRIAN/BICYCLE FACILITIES (IF APPLICABLE)					
Facility description	Sidewalk	Sidewalk with curb and gutter	Pathway		
	Shared use pathway	Sharrow	Striped bicycle lane		
	Widened shoulder w/Refuge	X ADA Upgrades	X Other: Striped Pedestrian Walkway		
Width of pathway, bicycle lane, shoulder, etc.:	N/A	Length:	60'		
Distance from curb (for pathways):	N/A				
Proposed Materials:	X Asphalt	X Concrete	Multi-Use Pathway	Single Track	Other
Number of curb ramps:	4				
Proposed Design Standards:	AASHTO	PROWAG	Wyoming Public Works		

	<input checked="" type="checkbox"/> WYDOT	<input type="checkbox"/> Local	<input type="checkbox"/> Other:	
This project is:	<input type="checkbox"/> Part of road widening	<input checked="" type="checkbox"/> Part of an existing road	<input type="checkbox"/> Away from roadways	
Are there any areas where the facility will narrow to accommodate trees, signs or other obstructions? If yes, explain:				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What is the plan for maintaining the facility after construction is complete?				
Campbell County will maintain the facility.				
Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval? Explain:				X Yes <input type="checkbox"/> No <input type="checkbox"/>
RIGHT-OF-WAY				
Does the sponsor possess the necessary right-of-way to construct the project? If not, explain how right-of-way will be acquired. WYDOT ROW				X Yes <input type="checkbox"/> No <input type="checkbox"/>
Is there a rail line or railroad property near the proposed project?				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does the sponsor hold necessary easements to construct the project? If not, explain how easements will be obtained.				
Encroachment peppermint from WYDOT will be required.				
ENVIRONMENTAL				
Does it appear that the project will meet the environmental criteria for Categorical Exclusion?				X Yes <input type="checkbox"/> No <input type="checkbox"/>
Does it appear that the proposed project will require extensive cultural clearance?				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does it appear that supplemental environmental documentation will be required to support a Categorical Exclusion determination?				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
For example: Wetlands Endangered Species Other				
Does it appear that the project will cause an adverse effect to environmental resources? If yes, explain:				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Are there any permitting requirements for the project? If yes, explain:				
WYDOT Encroachment Permit				
UTILITIES				
Is it apparent that the project will have utility conflicts? If yes, explain and identify affected utilities and how conflicts will be mitigated.				X Yes <input type="checkbox"/> No <input type="checkbox"/>
Utility location will be necessary to determine if there are any conflicts.				
IRRIGATION				
Does it appear that the project will have crossings or conflicts with irrigation facilities? If yes, explain and identify affected irrigation facilities and how conflicts will be mitigated.				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Comments:

Statement of Intent Submitted by: Kevin C. King, Public Works Executive Director

Date of Submission: 3/30/2020 11:13:54

Site Visit Review Completed by: Dave, Sara and Leanna

Printed Name: _____

Date of Site Visit: 5-11-2020 _____



**TAP Attachment G: Resolution
RESOLUTION NO.**

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FEDERAL FUNDING THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM ADMINISTERED BY THE WYOMING DEPARTMENT OF TRANSPORTATION FOR CAMPBELL COUNTY FOR THE PURPOSES OF THE MUSEUM PEDESTRIAN-ACTIVATED CROSSWALK SYSTEM PROJECT.

WITNESSETH

WHEREAS, the governing body for CAMPBELL COUNTY desires to participate in the Transportation Alternatives Program (TAP) to assist in funding this project;

WHEREAS, the governing body for Campbell County recognizes the need for the project;

WHEREAS, TAP requires that federal funding criteria be met, and Campbell County agrees to ensure satisfaction of all requirements;

WHEREAS, Campbell County acknowledges that if funded, the TAP project shall be completed prior to December 31, 2023;

WHEREAS, the governing body for Campbell County agrees to set aside a minimum of \$37,160.00 as a line item in its budget for the required twenty percent (20%) local cash match on the project;

WHEREAS, the governing body for Campbell County acknowledges TAP is funded on a reimbursement basis and all invoices must be 100% paid by Campbell County prior to reimbursement through TAP (80% Federal Reimbursement). Campbell County acknowledges that failure to comply with this requirement may result in cancellation of the award and repayment by Campbell County of all funds reimbursed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY for Campbell County that a funding application requesting \$148,640.00 in federal TAP funding be submitted to the Wyoming Department of Transportation – TAP for consideration to assist in funding for the Campbell County project.

BE IT FURTHER RESOLVED, THAT Kevin King is hereby designated as the Project Administrator, of Campbell County to act on behalf of the governing body on all matters relating to this funding application.

PASSED, APPROVED AND ADOPTED THIS 7th DAY OF JULY, 2020.

Signature
Daniel G. Reardon, Chairman

ATTEST:

Signature
Susan F. Saunders, County Clerk



TAP Attachment H: Lobbying Certificate

Lobbying Certification Statement

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Project Sponsor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Sponsor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature

Kevin King, Public Works Executive Director

Date



TAP Attachment I: Right-of-Way Campbell County

Local Public Agency Right-of-Way & Utility Certificate

Local Public Agencies (LPAs) are required to submit proof of the following to WYDOT.

Campbell County hereby certifies to the Wyoming Department of Transportation and the Federal Highway Administration that:

The acquisition of Right-of-Way was not required. All work proposed is within Right-of-Way obtained or acquired prior to programming this project.

OR

All necessary rights-of-way have been acquired including legal and physical possession in accordance with all applicable laws and regulations noted below. No persons or business have been or will be displaced by this project. All requirements of 23 CFR 635.309(b)(c)(g)&(h). Authorization, 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and the Wyoming Relocation Assistance Act of 1973, Sections 16-7-101 through 16-7-121.

Utility relocations/adjustments are not required for completion of this project.

OR

Utility relocations/adjustments within the project limits of construction have been completed, or are incorporated in the contract plans as biddable work.

There is no work involving railroad right-of-way for the completion of this project.

OR

All necessary arrangements have been made for railroad work to be completed as required for proper coordination with the construction.

This undersigned certifies the above information is accurate as of the date below:

Signature

Kevin King, Public Works Executive Director

Date



LPA Attachment J: Internal Review's Risk Assessment

Campbell County

Have there been any key personnel Changes in the direct implementation and administration of grant awards during the previous year? (Key personnel include the project administrator, accounting, budget, or controller personnel) [2 CFR 200.331(a)(6)(3)] Yes No

Has the organization as a whole (Re: Personnel) remained unchanged during the previous year? Yes No

Has the accounting/financial system remained the same as last year? Yes No

If No, explain: The Commissioner's Administrative Director has changed (grant administration falls under this office) and we are implementing a new financial software system to be effective October 1, 2020

Does your entity receive federal grant money **directly** from any federal awarding agencies (FTA, FHWA, NHTSA, etc.)? These monies do not have any WYDOT involvement for applications, payments, etc. [2 CFR 200.331(a)(6)(4)]. Yes No

Has a federal agency monitored, inquired or been directly involved in outstanding award(s)? Yes No

Has a federal agency ever performed a review or audit of outstanding award(s)? Yes No

If Yes, did the federal agency determine that there were no financial or compliance issues? Yes No

If No, provide a description of the financial and/or compliance issues as detailed by the federal agency:

Does your entity have written procedures for procurement transactions? [2 CFR 200.313-318] Yes No

Does the Sponsor anticipate requesting reimbursement through the project for Indirect Cost? Yes No

(Indirect [F&A] costs means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect [F&A] costs. Indirect [F&A] cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.) [2 CFR 200.56]

Does the Sponsor have an Approved Indirect Cost rate with WYDOT? Yes No N/A

If No, does the Sponsor propose using the de minimis rate of 10%? Yes No N/A



Attachment K – Consultant Services Policy

Updated 09-20-17

CONSULTANT SERVICES POLICY

Campbell County

July 7, 2020

SECTION I. INTRODUCTION

This policy establishes procedures of Campbell County for the procurement, management, and administration of consultant services required for a project using federal or non-federal funds obtained through the Wyoming Department of Transportation (WYDOT). This policy and procedures will be followed when hiring consultants to supplement Campbell County personnel or to provide other professional services that Campbell County determines can be best completed by qualified private-sector firms.

Consultant, as used in this document, means engineering firms, architectural firms, survey firms, educational institutions, and other firms or individuals engaged in providing consulting or other professional services. *Subconsultant*, as used in this document, means an individual or firm contracted by the consultant to provide related services.

Simplified Acquisition Threshold (SAT), as used in this document, means the dollar amount at or below which a government entity may purchase services using small agreement/purchase methods. The SAT is currently \$150,000, but this threshold is periodically adjusted for inflation. (48 CFR 2.101)

Architectural and Engineering (A & E) services are defined to mean:

1. Professional services of an architectural or engineering nature, as defined by state statute, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide related services.
2. Professional services of an architectural or engineering nature, performed by consultant agreement, and associated with research, planning, development, design, construction, alteration, or repair of real property.
3. Professional services of an architectural or engineering nature, which a firm or individual within the engineering or architectural professions would perform, such as studies, investigations, survey and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.

Architectural and Engineering services that directly lead to development of a construction project are defined and limited to:

1. Preparation of roadway/bridge contract documents including preliminary through final design, contract plans, specifications, and incorporated engineering drawings, details, and estimates.
2. Completion of surveys and mapping necessary for preparation of roadway/bridge contract documents.
3. Completion of architectural services directly leading to facility construction.
4. Completion of feasibility studies when used for project planning leading to project construction.
5. Construction project management including contract administration and construction engineering.
6. Completion of consultant services not clearly within (1) thru (5) above, which must be performed or approved in accordance with state law by a registered professional (i.e. engineer, land surveyor, architect, geologist, etc.).
7. The final cost of these services, including the original agreement cost and subsequent agreement modifications, must exceed the SAT.

SECTION II. CONSULTANT PROCUREMENT – GENERAL

Two methods for procuring consultant services are available for use depending on administrative controls which consider the estimated cost of the proposed services.

Consultant services with an estimated cost at or less than the SAT (Small Agreement) will be procured using a simplified procurement process presented in SECTION IV(A) – Small Agreement – Estimated Cost at or less than the SAT.

Consultant services with an estimated cost exceeding the SAT (Large Agreement) will be procured using a formal request for proposal (RFP) process as presented in SECTION IV(B) – Large Agreement – Cost greater than the SAT.

SECTION III. CONSULTANT NEED AND OTHER SUPPORTING INFORMATION

Campbell County will develop supporting information to establish the need for consultant services and identify the procurement method, selecting one of the procurement methods

outlined in SECTION IV – CONSULTANT PROCUREMENT PROCESSES. Supporting information should be tailored to the procurement method and include the following:

A. Small Agreement – Estimated Cost at or less than the SAT

Small agreements, developed consistent with SECTION IV(A) – Small Agreement – Estimated Cost at or less than the SAT, should include the following supporting information:

1. A statement supporting the use of a consultant to perform work due to unique capabilities not readily available within Campbell County or that Campbell County personnel are not available to complete the necessary work or meet proposed schedules.
2. A preliminary scope of work for the proposed services.
3. A schedule for completion of work to be performed by the consultant.
4. A funding source for the required consultant services.
5. A preliminary cost estimate.
6. The agreement type to be used as the basis of compensation (See SECTION VI – AGREEMENT TYPE, BASIS FOR COMPENSATION, PAYMENT).

B. Large Agreement – Cost greater than the SAT

Large agreements, developed consistent with SECTION IV(B) – Large Agreement – Cost greater than the SAT, require that consultant services be procured through a request for proposal. The supporting information for these services should include the following:

1. A statement supporting the use of a consultant to perform work due to unique capabilities not readily available within Campbell County or that Campbell County personnel are not available to complete the necessary work or meet proposed schedules.
2. A preliminary scope of work for the proposed services.
3. A schedule for completion of work to be performed by the consultant.
4. A funding source for the required consultant services.

5. A preliminary cost estimate. See SECTION IV(B) – Large Agreement – Cost greater than the SAT.
6. The agreement type to be used as the basis of compensation (See SECTION VI – AGREEMENT TYPE, BASIS FOR COMPENSATION, PAYMENT).
7. Consultant selection by the selection committee. Selection committee members should be identified by name and title.
8. A listing of evaluation factors and weighting factors for the ranking and selection of a qualified consultant firm. The use of evaluation factors and weighting factors should be tailored to the procurement process; the number of evaluation factors can be limited and the use of weighting factors can be limited or eliminated. The selected factors should assess the consultant’s qualifications and competency, tailored to the proposed type/scope of work and any anticipated work types. Evaluation factors **may** consider:
 - a. Established expertise;
 - b. Related work experience in a responsible role;
 - c. Qualifications of the firm’s personnel;
 - d. Previous performance on Campbell County projects;
 - e. Project understanding/knowledge, including proposed approach to completing project work;
 - f. Workload capacity;
 - g. Ability to meet project schedule;
 - h. Specialized expertise or product delivery requirements (such as computer hardware or software);
 - i. Other evaluation factors relating to the specific project may be used.

Evaluation factors that cannot be used on federal funded A & E services include:

- a. Cost components – consultant fee proposal, direct salaries/wages, other direct costs, or indirect cost rates;

- b. In-state or local preferences.

Cost, as one evaluation factor, may be used on federal funded non-A & E services.

The selection committee should note that two specific non-qualification-based evaluation factors may be used, if appropriate, but together cannot exceed 10% of the total weighted evaluation. These two factors, directed to an individual proposed project, are:

- a. A local presence, where that presence will add value to the quality or efficiency of project delivery, but will still allow for the consideration of a sufficient number of qualified firms;
- b. The participation of qualified and WYDOT-certified Disadvantaged Business Enterprise (DBE) consultants or subconsultants. Campbell County should coordinate with the WYDOT Civil Rights Office to obtain a current listing of DBE consultants.

The need/use of a consultant firm in a management role for Campbell County will require approval by WYDOT and FHWA before consultant solicitation. (23 CFR 172.7(b)(5))

SECTION IV. CONSULTANT PROCUREMENT PROCESSES

Two methods for procuring consultant services are available for Campbell County use. The use of each method is limited depending on the estimated cost of the proposed services; these administrative controls are presented as an introductory paragraph to each procurement method/agreement type.

A. Small Agreement – Estimated Cost at or less than the SAT

The use by Campbell County of a small agreement is limited to consultant services with an estimated cost at or less than the SAT, including the original agreement cost and subsequent agreement modifications. Small agreements can be used for non-federal and federal funded services, and for A & E and non-A & E services.

A preliminary cost estimate will be prepared for use as required in SECTION VIII – NEGOTIATING THE FINAL AGREEMENT AND COST PROPOSAL.

Campbell County will make an informal consultant selection utilizing a consultant list obtained from WYDOT Engineering Services or a list generated by Campbell County. A minimum of three consultants must be evaluated leading to a qualification-based

selection. The evaluation should use information available from the consultant's Statement of Interest, and if needed, that information can be supplemented with interviews, or written or oral discussion with each firm.

If less than three qualified consultants are available, Campbell County will proceed with evaluation and selection when assured that the selected consultant has the minimum qualifications to complete the agreement type of services and has the experience necessary to satisfactorily perform the required services.

The basis for selection will be documented. The following items should always remain under consideration to conclude that a consultant firm has the minimum qualifications to complete the proposed project scope of work:

1. The consultant shall have an exemplary ethical and professional reputation.
2. The consultant's employees shall have levels of education, training, and experience necessary to perform the required services satisfactorily.
3. Professional services provided to Campbell County require that the consultant employee overseeing the work and the consulting firm be licensed, if required by the applicable State Board.
4. The consultant shall be established in the area of expertise for which the firm is being considered, with recent work experience in a responsible role.

After the consultant selection, Campbell County shall follow procedures outlined in SECTION V – APPROVAL OF CONSULTANT prior to proceeding with the process of negotiating the agreement with the selected consultant.

A detailed scope of work shall be prepared, often by the selected consultant. The consultant shall submit a fee proposal including proposed billing rates, estimated units of work, and the total proposed fee. Campbell County will negotiate and prepare an agreement for execution.

Execution of the agreement will follow procedures outlined in SECTION X – EXECUTION OF THE AGREEMENT.

B. Large Agreement – Cost greater than the SAT

The use by Campbell County of a large agreement is required for consultant services with an estimated cost greater than the SAT, including the original agreement cost and

subsequent agreement modifications. Large agreements can be used for non-federal and federal funded services, and for A & E and non-A & E services.

When Campbell County requires consultant services and proposes to use this large agreement, the following requirements apply.

A preliminary cost estimate will be prepared for use as required in SECTION VIII – NEGOTIATING THE FINAL AGREEMENT AND COST PROPOSAL. For architectural and engineering services directly leading to construction, as defined in SECTION I – INTRODUCTION, the cost estimate must establish major elements of agreement costs: labor hours by work type and classifications of labor, direct salaries by labor classifications, other direct costs, anticipated indirect cost rates, and anticipated fixed fees (profit). This estimate will be used as the basis for negotiation. For all other services, the preliminary cost estimate can be less formal.

Campbell County will direct the procurement process in coordination with the WYDOT Local Government Office and an appointed selection committee.

An early action will be to appoint participants to a selection committee. The committee should consist of at least three members, but generally not more than five members. Campbell County should select committee members who can best evaluate consultant qualifications, but without previous experiences that could potentially influence their actions leading to a conflict of interest. Each committee member will ensure that he or she has no possible conflict of interest that may influence the evaluation, ranking, and selection process. If a conflict of interest may exist, the committee member will be excused from serving on the committee.

A pre-selection meeting will be conducted to establish the requirements of the RFP and the public announcement/advertisement to be used to assure that consultants have fair opportunity to be considered for award of the agreement.

Campbell County may solicit project-specific letters of interest through a public announcement, public advertisement, or any other public forum or method (such as soliciting firms on a consultant list obtained from WYDOT Engineering Services) that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered. A minimum seven day announcement period is required.

The selection committee will determine a short list of firms from the respondents to the public announcement/advertisement to receive the RFP. If enough firms respond, a minimum of five firms should be short-listed.

Alternatively, Campbell County may go directly to the RFP process and consider all the proposals submitted.

The RFP will include the following requirements and information to provide direction for the content of consultant proposals. The RFP requirements and information will not include any condition that would limit competition and the resulting number of proposals.

1. Detailed scope of work, including a preliminary project purpose and description.
2. Technical requirements: specific services; deliverables; applicable policies and guides; proposed standards, criteria, specifications, or contracting requirements; proposed schedule for completion of agreement work.
3. Evaluation and weighting factors to be used for the ranking and selection based on consultant competency and qualifications.
4. The anticipated schedule leading to consultant selection. The schedule should identify consultant submittal dates using a minimum of 14 calendar days from issuance of the RFP, but set to assure that interested firms have sufficient time to receive the RFP, and prepare and submit a proposal.
5. The type of agreement to be used and the basis for compensation.
6. Address potential discussions with interested firms after submittal of their proposal, if any, directed to clarification of technical requirements or approach, qualifications, or capability. Based on the size and complexity of the project, it may be beneficial to the selection committee to have one-on-one discussions with all or some of the qualified firms (minimum of three). The intent and structure of these discussions, if needed, should be outlined in the RFP.
7. Consultant proposal shall include additional submittals concerning proposed subconsultants.
8. Consultant cost proposals, if requested, should be included in a concealed format that is clearly separate from the technical proposal.

The RFP should provide an adequate number of consultant proposals. When three or more qualified firms respond, Campbell County will proceed with consultant ranking and selection. If less than three firms respond, Campbell County may proceed with ranking and selection of a qualified firm or may elect to re-distribute the RFP in an attempt to gain additional proposals. In the event the response to an RFP does not result in either qualified or competitive firms, Campbell County may pursue other contracting options,

including non-competitive, to procure professional services. Campbell County will coordinate with the WYDOT grant administrator prior to non-competitive selection of a consultant.

After receipt of consultant responses to the RFP, the final selection meeting will be held. The selection process will include a series of actions taken by Campbell County.

1. Review RFP proposals to assure they are complete.
2. Distribute the supporting information outlined in SECTION III(B) – Large Agreement – Cost greater than the SAT, to include the RFP, all consultant proposals, and each consultant’s Letter of Interest, if applicable.
3. Assist the selection committee, as needed, to complete the evaluation, ranking, and selection process.
4. Notify, subsequent to consultant selection, all consultants responding to an RFP of the final ranking of the three most highly qualified consultants.
5. Properly dispose as necessary, subsequent to consultant selection, the concealed cost proposals of the unsuccessful consultant firms.
6. Retain documentation supporting the solicitation, RFP, proposals, evaluation, and selection of the consultant firm.

The selection committee completes the evaluation and selection process by using the supporting information for each evaluation factor and then developing an overall score and subsequent ranking. The committee must rank in order of preference at least the three most highly qualified firms, leading to final selection. If less than three qualified firms respond to the RFP and it is concluded that the responding firms represent those firms available to meet the requirements of the RFP, the evaluation and selection will be completed.

The selection committee may not use a consultant’s cost components – consultant fee proposal, direct salaries, direct costs, and indirect cost rates – as a factor in the evaluation, ranking, or selection process for federal funded A & E services. Federal funded non-A & E services may, or may not, use cost as an evaluation factor.

The following items should always remain under consideration to conclude that a consultant firm has the minimum qualifications to complete the proposed project scope of work:

1. The consultant shall have an exemplary ethical and professional reputation.
2. The consultant's and subconsultant's employees shall have levels of education, training, and experience necessary to perform the required services satisfactorily.
3. Professional services provided to Campbell County require that the consultant employee overseeing the work and the consulting firm be licensed, if required by the applicable State Board.
4. The consultant shall be established in the area of expertise for which the firm is being considered, with recent work experience in a responsible role.

During this process, an unqualified consultant firm may be dismissed from further consideration.

After the consultant selection, Campbell County shall follow procedures outlined in SECTION V – APPROVAL OF CONSULTANT prior to proceeding with the process of negotiating the agreement with the selected consultant.

The final scope of work may be refined through negotiations with the selected consultant. The consultant shall submit a fee proposal including proposed billing rates, estimated units of work, and the total proposed fee. Campbell County will negotiate and prepare an agreement for execution.

Execution of the agreement will follow procedures outlined in SECTION X – EXECUTION OF THE AGREEMENT.

SECTION V. APPROVAL OF CONSULTANT

After the selection committee or Campbell County authorized representative has completed the procurement process, Campbell County shall submit, in writing, the selected consultant's name to the WYDOT grant administrator for approval. The WYDOT grant administrator's approval authorizes the process of negotiating the agreement with the selected consultant.

The WYDOT grant administrator will initiate a pre-negotiation audit, if necessary (see SECTION VII – PRE-NEGOTIATION AUDIT EVALUATION).

Campbell County will maintain a correspondence file for each consultant services agreement documenting all aspects of the selection and approval process.

SECTION VI. AGREEMENT TYPE, BASIS FOR COMPENSATION, PAYMENT

Contractual requirements and the method of payment to direct and compensate the consultant will be established by agreement. An agreement type and basis for compensation will be selected as the need for consultant services is developed, as presented in SECTION III – CONSULTANT NEED AND OTHER SUPPORTING INFORMATION.

A. Agreement Types. An agreement type will be selected by Campbell County.

1. **Project Specific.** This will be used with a defined scope of work and the related consultant services when these services are directed to one or more specific projects.
2. **Multi-Phase.** This can be used, similar to Project Specific, when Campbell County determines that a consultant's services should be divided into defined phases to gain better definition of the scope of work and related consultant services. Each phase would require a separate cost estimate.

B. Basis for Compensation. The method of payment to compensate the consultant will be specified in the agreement. It may establish a single method for all work or may be better administered with different methods for different elements of work.

1. **Cost Plus Fixed Fee.** Cost reimbursement includes actual costs payable for direct labor and indirect labor (overhead) as established in the agreement, plus direct reimbursable expenses. Cost reimbursement also includes a negotiated fixed fee, established in the agreement, and is calculated to cover the consultant's profit. Billing rates established in the agreement shall be used for all billings and a maximum amount payable will be established.

Cost plus percentage of cost and percentage of construction cost cannot be used as a basis for compensation.

2. **Lump Sum.** May only be used when the scope of work and the duration of work can be accurately established, and an estimate of cost, including fixed fee, can be calculated with reasonable accuracy at the time of negotiation with the selected consultant.
3. **Unit of Work.** May be used when a unit cost of work can be determined in advance with reasonable accuracy, but the extent of work is indefinite. Quantities and characteristics of each unit should be uniform, and a maximum amount payable will be established.

4. **Specific Rates for Compensation.** The specific rates for compensation will provide for reimbursement on the basis of direct labor hours at specified fixed hourly rates, including direct labor costs, indirect costs, and profit, plus any other direct expenses or costs. This method of payment will be used for those types of services and agreements that establish a maximum amount payable and provide Campbell County direct control of the number of consultant labor hours and resultant cost.

Specific Rates may also be used when a consultant's services are required to perform work that cannot be estimated for extent, duration, or cost.

Consistent with all consultant agreements, a Campbell County representative will monitor the consultant's performance of services to include labor hours, and classification/pay rate of consultant employees used to perform agreement services.

- C. **Consultant Payments and Retainage:** Periodic progress payments will be made for work satisfactorily completed based on invoice submittals to Campbell County.

All agreements shall include provisions that require the consultant to make prompt payment to subconsultants within 30 calendar days from receipt of payment from Campbell County (49 CFR 26.29). These provisions will advise the consultant to be prepared, if requested, to provide documentation that payment has been made for work satisfactorily completed by a subconsultant. These provisions will also notify the consultant that failure to make prompt payment may be addressed by Campbell County as presented in the written procedures in ATTACHMENT 2 – BREACH OF AGREEMENT.

Campbell County may withhold retainage from payments, including final payment, if specified in the agreement.

SECTION VII. PRE-NEGOTIATION AUDIT EVALUATION

Pre-negotiation audits are generally performed on first-time consultants, consultants with outdated audits, or as required by WYDOT Internal Review Services. A risk assessment will be performed by WYDOT Internal Review Services to determine if an audit is required and, if so, the type of audit required. An audit report or comparable correspondence will be provided by WYDOT Internal Review Services to Campbell County for use in negotiating the consultant agreement.

SECTION VIII. NEGOTIATING THE FINAL AGREEMENT AND COST PROPOSAL

Approval of the selected consultant in accordance with SECTION V – APPROVAL OF CONSULTANT authorizes the process of negotiating the agreement and cost proposal with the selected consultant.

Campbell County will work with the consultant to finalize the scope of work, if needed, and initiate negotiations with the consultant for a final cost proposal. A draft agreement, including the scope of work, is provided to the consultant with instructions for preparing the cost proposal. The consultant is advised at the beginning of negotiations that selection is subject to arriving at a satisfactory agreement for terms and fees, and that Campbell County assumes no obligation to the consultant until the agreement is executed.

The consultant's use of subconsultants is allowed only with written approval from Campbell County of the proposed subconsultants. The consultant shall describe the work to be done by the subconsultant in the fee proposal, assure incorporation of required agreement provisions into the subconsultant agreement (SECTION IX – AGREEMENT PROVISIONS) and include a cost for the subconsultant's proposed work. Campbell County may request a detailed proposal for subconsultant work to include proposed labor rates and direct costs. The cost proposal and included rates will be evaluated for reasonableness. If the subconsultant has a WYDOT-approved audit or approved billing rates, those rates shall be used.

A consultant's fee proposal will be compared to the cost estimate done by Campbell County, including careful attention to proposal details. The consultant's fixed fee (profit) will be negotiated separate from other negotiations.

The consultant's or subconsultant's proposed indirect cost rate shall be certified by each firm's chief executive or financial officer as being allowable in accordance with federal cost principles. Each firm's certification shall read as required by WYDOT Internal Review Services.

A consultant's schedule for completing the work, if different from the schedule proposed by Campbell County, will be reviewed to assure that the established duration of the agreement permits completing the work in a time frame acceptable to Campbell County. When the consultant's fee proposal and the duration of the agreement are acceptable, the agreement is finalized and executed.

If the consultant's proposed fee or schedule varies substantially from the estimate or schedule of Campbell County, the items of variance are identified and discussed to resolution. After agreeing on the agreement terms and fees, the consultant submits a final cost proposal.

Campbell County will maintain documentation of the negotiation process.

If the selected consultant and Campbell County cannot reach a satisfactory agreement, Campbell County will cease negotiations and notify the consultant and the WYDOT grant administrator. Campbell County will then initiate negotiations with the next highest ranked consultant or, at its option, initiate a new procurement process.

SECTION IX. AGREEMENT PROVISIONS

Campbell County will determine the consultant agreement type, the basis for compensation, terms of the agreement, and the required provisions, clauses, assurances, and/or certifications to ensure compliance with state and federal laws, regulations and requirements.

Each agreement will:

1. Name the authorized representative of Campbell County.
2. Outline the representative's administrative responsibilities.
3. Identify the project location.
4. Present the scope of work and consultant deliverables.
5. Provide for applicable plans and specifications.
6. Authorize commencement of work.
7. Specify fees and payments based on consultant's progress reports.
8. Specify completion of work by number of calendar days or the calendar date by which all required services shall be completed.

Each agreement will outline data, services, and obligations of Campbell County as related to the consultant's performance of required services.

Federal General Provisions will be physically incorporated or incorporated by reference into consultant agreements funded with federal funds. These Provisions will apply to the consultant and all subconsultants engaged by the consultant. ATTACHMENT 1 – FEDERAL GENERAL PROVISIONS presents applicable Federal General Provisions and administrative procedures.

ATTACHMENT 2 – BREACH OF AGREEMENT presents written procedures to administer breach of the agreement.

Campbell County reserves the right to terminate any agreement, as described in the agreement. In this event, compensation is made to the consultant based upon the progress of the work performed prior to termination. Work performed shall be defined as the deliverables specified in the agreement and accepted by Campbell County, and not the labor hours billed. Campbell County will notify the consultant, in writing, of agreement termination.

SECTION X. EXECUTION OF THE AGREEMENT

Campbell County will prepare the final agreement for execution by all parties.

Agreements will conform to the state contract requirements as published by the Wyoming Attorney General's office, or as directed by the senior assistant attorney general assigned to WYDOT.

All agreements shall be forwarded to the WYDOT grant administrator for approval before execution.

Agreements subsidized with federal funds will be made available to the appropriate federal agency upon request. The Federal Highway Administration (FHWA) and the Federal Aviation Administration (FAA) have currently delegated their approval authority to WYDOT.

Agreements shall be executed by the consultant and Campbell County.

SECTION XI. AUTHORIZATION TO PROCEED

Once the consultant agreement is finalized and executed, Campbell County will notify the consultant using a written "Authorization to Proceed" to commence work.

Consultant services cannot proceed before the "Authorization to Proceed" is issued.

SECTION XII. AGREEMENT MODIFICATIONS

Campbell County or the consultant may, during performance of the agreement, propose agreement modifications within the type of services under which the original agreement was procured. Changes in the scope, complexity or quantity of the work, or if changes causing an increase or decrease in agreement fees or time for performance are required, an equitable adjustment in fees and/or contract time will be negotiated with the consultant. Any additional services outside of the original agreement type of work will be procured under a new procurement process.

If changes are required in the agreement, a written request shall be made by the consultant to Campbell County and negotiated between the consultant and Campbell County. The agreement

will then be amended using documentation issued by Campbell County. Agreement modifications must define and document the changes made to the agreement, establish any adjustment in agreement fees and payment, establish any adjustment in completion date, and be in compliance with terms and conditions of the original agreement. An adjustment in agreement fees and payments will be negotiated, as outlined in SECTION VIII – NEGOTIATING THE FINAL AGREEMENT AND COST PROPOSAL, including the fixed fee, if warranted.

If the consultant is unable to complete the work within the number of calendar days or the calendar date required by the agreement, Campbell County may authorize a schedule modification after receiving the consultant’s written request showing sufficient justification for an extension in time to complete agreement required services. In some cases, Campbell County may initiate the schedule modification, especially when Campbell County has delayed progress. If the schedule modification is significant, the agreement will then be amended to specify an additional number of days or revised calendar date, and Campbell County will document the approval action with a formal change order. Minor changes in schedule, without adjustment in agreement cost, can be accepted by Campbell County with informal documentation.

All agreement modifications shall be forwarded to the WYDOT grant administrator for approval before execution.

Consultant work shall not begin on any change in services until the agreement modification describing those services and fee has been executed. Services performed without prior request and authorization are deemed to be covered in the compensation and time provided in the original agreement and previously executed change orders.

For those agreements processed consistent with SECTION IV(A) – Small Agreement – Estimated Cost at or less than the SAT, in no case will subsequent change orders be permitted to cause the total fee to exceed the SAT if federal funds are involved. Exceeding the SAT limitation may jeopardize federal participation in the change order or the entire agreement amount. If federal funds are not involved, Campbell County should contact the WYDOT grant administrator, and they will review the circumstances and make a determination regarding escalation of the agreement above the SAT.

SECTION XIII. AGREEMENT ADMINISTRATION

The agreement for consultant services will identify the representative for Campbell County as the primary contact through which the consultant will coordinate all phases of agreement work, terms and conditions. Campbell County representative will:

1. Monitor the consultant’s work and acceptability of work, in compliance with the agreement.

2. Monitor the consultant's work progress – work performed versus agreement completion date – in compliance with the agreement.
3. Ensure the consultant's labor hours and fees are in accordance with the agreement and the percent of the contract total being invoiced is commensurate with the progress of the work.
4. Address consultant correspondence and resolve administrative issues.
5. Monitor the consultant and subconsultant(s) for compliance with ATTACHMENT 1 – FEDERAL GENERAL PROVISIONS, if required by the Agreement.
6. Administer breach of agreement, when required, consistent with procedures presented in ATTACHMENT 2 – BREACH OF AGREEMENT. Consult with the WYDOT grant administrator before initiating procedures leading to breach of agreement.
7. Close-out agreement when all work deliverables have been accepted and all consultant billings have been accepted.

Campbell County will maintain a correspondence file for each consultant services agreement, documenting all aspects of the selection, negotiation, and administration processes. Campbell County will retain such records for at least three (3) years following agreement completion or termination.

SECTION XIV. FINAL PERFORMANCE EVALUATION

When the consultant services specified in the agreement are completed and accepted, Campbell County will evaluate the consultant's performance. This evaluation should consider such factors as the consultant's performance on specific elements of work, promptness in meeting schedules and deadlines, cooperation with Campbell County, and overall performance in delivery of the agreement terms and conditions. Documentation will be prepared and provided to the consultant, and request consultant comments on the evaluation. Subsequently, a copy of the final evaluation documentation will be provided to the WYDOT grant administrator.

SECTION XV. ADMINISTRATION, COST PRINCIPLES, AUDIT REQUIREMENTS

The administrative policies and procedures of Campbell County for the consultant selection process are presented throughout this document. Campbell County is responsible for the oversight and administration of these policies and procedures. The WYDOT Internal Review Services program is responsible for the audit requirements.

References:

- 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services.
- 23 USC 112(b)(2), Contracting for Engineering and Design Services.
- 40 USC 11, Sections 1101-1104, Selection of Architects and Engineers.
- 48 CFR 2.101, Federal Acquisition Regulations System, Definitions of Words and Terms, Definitions.

ATTACHMENT 1

FEDERAL GENERAL PROVISIONS

The below General Provisions shall also apply to all subconsultants engaged by the Consultant.

SECTION A. ASSUMPTION OF RISK

The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. Campbell County will notify the Consultant of any state or federal determination of noncompliance.

SECTION B. AUDITING AND ACCOUNTING

The Consultant shall make available to Campbell County their accounting records for progress and post-performance audits when deemed necessary by Campbell County.

SECTION C. BREACH OF AGREEMENT

The Consultant agrees to provide all professional services as required by the terms, conditions, provisions, and obligations of this Agreement. Failure by the Consultant to perform as required by the terms, conditions, provisions, or obligations of this Agreement shall constitute a breach of agreement. Campbell County will consider a Consultant's failure to perform as a material breach of agreement when it can be determined that the terms, conditions, provisions, or obligations of the Agreement cannot be completed and Campbell County will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. A material breach may result in remedies as Campbell County deems appropriate, which may include, but are not limited to:

1. Termination as provided in SECTION T – TERMINATION OF AGREEMENT;
2. Withholding monthly progress payments;
3. Assessing damages/sanctions;
4. Disqualifying the Consultant from future solicitations; and/or
5. Legal remedy.

SECTION D. CERTIFICATION FOR LIMITATIONS ON LOBBYING ACTIVITIES

This provision is applicable to all Agreements exceeding One Hundred Thousand dollars (\$100,000). By signing this Agreement, the Consultant certifies and agrees that, to the best of their knowledge:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of

the Consultant, 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 Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION E. COMPLIANCE WITH LAWS

The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

SECTION F. CONFLICTS OF INTEREST

The Consultant shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to Campbell County, or a disclosure which would adversely affect the interests of Campbell County. This does not prohibit or affect the Consultant's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

A conflict of interest may be considered a material breach of this Agreement. A material breach under this section may result in remedies as provided in SECTION C – BREACH OF AGREEMENT. In the event the Agreement is terminated under this provision, the Consultant shall take steps to insure that the file, evidence, evaluation and data are provided to Campbell County or its designee.

The Consultant shall disclose, in writing, any potential or actual conflict of interest to Campbell County, including financial or other personal interests.

SECTION G. DETERMINATION OF ALLOWABLE COSTS

The Consultant shall assure, prior to submittal of periodic progress payments, that all costs are in accordance with federal cost principals as provided in 48 CFR 31. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION H. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE

The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR 26 in all subconsultant contract documents.

Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION I. ENVIRONMENTAL POLICY ACTS

The Consultant agrees all activities under this Agreement shall 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.

SECTION J. ERRORS AND OMISSIONS

The Consultant shall be responsible for assuring that professional services provided under this Agreement are accurate and without mistakes or omissions. The Consultant shall endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (Standard/Duty of Care). Campbell County will notify the Consultant at the earliest possible time of the professional services which require corrective action and the Consultant, by mutual agreement with Campbell County and without additional compensation, shall correct those services. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION K. HUMAN TRAFFICKING

As required by 22 USC 7104(g), 2 CFR 175, and 48 CFR 52.222-50 (Amended March 2015), severe forms of human trafficking, procurement of commercial sex acts, and the use of forced

labor are prohibited. The March 2015 amendments expand the original requirements and introduce a list of specific types of conduct that are prohibited. The amendments modify mandatory disclosure obligations and specify the minimum level of cooperation required of consultants responding to a trafficking investigation. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION L. KICKBACKS

The Consultant 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 the Consultant breaches or violates this warranty, Campbell County may, at its discretion, terminate this Agreement without liability to Campbell County, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

SECTION M. MANDATORY DISCLOSURES

The Consultant shall disclose, in a timely manner, in writing, to Campbell County all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for non-compliance including suspension or debarment.

SECTION N. MONITORING ACTIVITIES

Campbell County shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subconsultants. 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 the related work.

SECTION O. OWNERSHIP OF DOCUMENTS/WORK PRODUCT

All documents, reports, records, field notes, materials and data of any kind resulting from performance of this Agreement are at all times the property of Campbell County. Said documents and/or work products shall be delivered to Campbell County upon suspension, termination or completion of the services by the Consultant.

SECTION P. PATENT OR COPYRIGHT PROTECTION, AND RIGHTS IN DATA

The Consultant 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 Consultant or its subconsultants shall violate any such restriction. The Consultant shall defend and indemnify Campbell County for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

Copyrighting or other exclusions placed on any documents or materials developed by the Consultant, its sublets, agents or assigns under this Agreement are prohibited.

Data produced, furnished, acquired, or used in meeting the terms and conditions of this Agreement are available to Campbell County, WYDOT and/or the federal funding agency with unlimited rights. Data means all recorded information, regardless of form, to include both technical – scientific or technical nature - and computer software information. It does not include information related to administration of the Agreement such as financial, cost or pricing, or management information. Unlimited rights means that Campbell County, State or federal agency has the right to use, disclose, reproduce, and distribute the data in any manner and for any purpose, and to permit others to also have unlimited rights. Meanings and uses described in this General Provision are superseded and/or supplemented by 48 CFR 52.227-14.

SECTION Q. PROFESSIONAL REGISTRATION

The Consultant shall endorse, if required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

SECTION R. PUBLICITY

Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify Campbell County, WYDOT and the federal funding agency as the sponsoring agencies and shall not be released without prior written approval of Campbell County.

SECTION S. SUSPENSION AND DEBARMENT

By signing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial 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 the Office of Management and Budget guidelines at 2 CFR 180 and supplemented by 2 CFR 1200, or are on the disbarred vendors list at www.sam.gov/portal/public/SAM/. Further, the Consultant agrees to notify Campbell County by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION T. TERMINATION OF AGREEMENT

Campbell County may at any time, by written notice, terminate all or part of the Agreement when Campbell County determines that the Consultant has failed to perform as required by the terms, conditions, provisions, or obligations of the Agreement – Termination for Cause or Breach – or Campbell County determines that termination is in the public’s best interest – Termination on Public’s Behalf/Convenience. In this event, compensation will be made to the Consultant based upon the progress of the work performed prior to termination. Work performed shall be defined as the deliverables specified in the Agreement and accepted by Campbell County, and not the labor hours billed. Campbell County will notify the Consultant, in writing, of Agreement termination.

SECTION U. TITLE VI ASSURANCES FOR NON-DISCRIMINATION

The Consultant agrees to comply with the requirements of the nondiscrimination clauses as described in the U.S. Department of Transportation (DOT) Order 1050.2.

(In addition to the Federal General Provisions listed above, additional provisions available from WYDOT shall be used in all consultant contracts which utilize Federal Transit Administration funding.)

ATTACHMENT 2

BREACH OF AGREEMENT (Administrative Written Procedures)

Consultant agreements will incorporate Federal General Provisions regarding breach of agreement consistent with 23 CFR 172 and 2 CFR 200. These Regulations require written procedures to address contractual, legal, and administrative remedies including sanctions and penalties where consultants breach agreement terms, conditions, provisions, or obligations. For purposes of these written procedures, the Agreement terms, conditions, provisions, or obligations will be referred to as Agreement Services.

Numerous Federal General Provisions will be administered using these written procedures. For purposes of administering consultant agreements, breach of agreement may result when analyzing a consultant's professional services under any of the following Federal General Provisions:

ATTACHMENT 1, FEDERAL GENERAL PROVISIONS

SECTION C. BREACH OF AGREEMENT
SECTION D. CERTIFICATION FOR LIMITATIONS ON LOBBYING ACTIVITIES
SECTION F. CONFLICTS OF INTEREST
SECTION G. DETERMINATION OF ALLOWABLE COSTS
SECTION H. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE
SECTION J. ERRORS AND OMISSIONS
SECTION K. HUMAN TRAFFICKING
SECTION S. SUSPENSION AND DEBARMENT

The consultant's responsibility to make prompt payment to subconsultants will be administered through these written procedures, as required by SECTION VI(C) – Consultant Payments and Retainage and the consultant agreement.

Contractual Remedy

Contractual remedy is provided when the above provisions are physically incorporated, or incorporated by reference, into an executed Agreement. Additionally, contractual remedy requires the physical incorporation of ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT.

Legal Remedy

Legal remedy is provided by the physical incorporation of ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION E – COMPLIANCE WITH LAWS and enforcement of the Agreement as governed by the laws of the State of Wyoming.

Administrative Procedures, Sanctions, and Penalties

Campbell County concerns with consultant performance and/or adherence to Agreement Services will most often be resolved through the coordination and resolution efforts as outline in SECTION XIII – AGREEMENT ADMINISTRATION of this document. The authorized representative/ primary contact of Campbell County should document all administrative issues and subsequent resolutions, from start to completion of the Agreement.

There may be an occurrence when a cooperative and acceptable resolution cannot be reached between Campbell County and the Consultant. At those occurrences, Campbell County will typically make the determination that the Consultant has failed to perform Agreement-required acceptable work, has failed to progress in the performance of Agreement Services, or has not and will not comply with General Provisions. When that determination concludes that the Agreement Services cannot be completed and Campbell County will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables, the threshold for a material breach of agreement has been reached and will invoke ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION C – BREACH OF AGREEMENT and the resultant remedies, including ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT.

A Campbell County determination that the Consultant has failed to perform Agreement-required acceptable work, has failed to progress in the performance of Agreement Services, or has not and will not comply with General Provisions will need to be supported by Campbell County documentation of monitoring activities as allowed by ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION N – MONITORING ACTIVITIES. Issues concerning the Consultant’s billing of allowable costs should be evaluated in accordance with ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION B – AUDITING AND ACCOUNTING.

The threshold for a material breach of agreement requires that the Consultant has failed to perform Agreement Services and that Campbell County has or will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. Both represent a high threshold to assure an acceptable outcome and, as a result, Campbell County representative through monitoring activities must identify and document unresolved issues early in the Agreement, before either the Consultant or Campbell County has incurred substantial cost or time. All unresolved issues should be promptly addressed, either reaching resolution, arriving at reasonable penalties/sanctions, or concluding breach of agreement with the resultant remedies,

including ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT.

Penalties and/or sanctions typically available to Campbell County would be structured as 1) compensatory damages, 2) specific performance, or 3) termination.

Damages, based on additional cost or time incurred by Campbell County, could be quantified and pursued. Damages, based on lost opportunity incurred by Campbell County, may be more difficult to quantify. Lost opportunity could include Campbell County delays in the delivery of supplemental work or successor agreements for work, or delay in the year of project construction and the related increased construction costs. Other lost opportunities may be identified and quantified.

Specific performance would require the Consultant to pursue Agreement Services, with adjustment to allowable costs. Specific performance would be used as a remedy, either prior to or for breach of agreement, if the work required by the Agreement required special expertise, is an emergency, or is only available from a single or restricted number of firms. In those cases, damages would not suffice to place Campbell County in as good a position as it would have been had the breach not occurred.

Termination of the Agreement is presented in ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT. Campbell County may terminate the Agreement, and either pursue restitution or not pursue restitution. Restitution, as a remedy, means that Campbell County is put back in the position it was in prior to the breach; without restitution, the Agreement is terminated with both the Consultant and Campbell County no longer under any Agreement obligation.

Signature

Date



TAP Attachment L: Title VI

Campbell County

IDENTIFICATION OF TITLE VI / EEO COORDINATOR

Funding Recipient/Contractor Name:	
WYDOT Project #:	
Project Location:	
Phone #:	

TITLE VI/EEO IDENTIFICATION REQUIREMENTS

Has the Title VI/EEO Coordinator attended the Local Public Agency training from the Wyoming Department of Transportation? <i>(Project Sponsor Only – Contractors need not respond)</i>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Has the Coordinator changed since the last submitted Identification form?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Is the Coordinator clearly identified within the organization as the individual who will process and/or notify required staff of Title VI/EEO identified issues?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

TITLE VI/EEO COORDINATOR IDENTIFICATION

As required in the Equal Employment Opportunity Special Provisions included in federally funded highway construction contracts/agreements, this form acts as official identification of the Title VI/EEO Coordinator (and/or update) to the Wyoming Department of Transportation and the U.S. Federal Highway Administration (FHWA).

The aforementioned Funding Recipient/Contractor understands that additional information regarding the Coordinator, the Title VI/EEO policy and other aspects of the construction contract compliance program may be requested and/or reviewed at the request of the funding agency.

Title VI/EEO Coordinator:	Signature:	Date:
Title VI/EEO Coordinator Work Title:	Email Address:	Phone #:

APPOINTING OFFICIAL'S ACKNOWLEDGEMENT

Appointing Official's Name:	Signature:
Appointing Official's Work Title:	Date:

For questions regarding this form, contact WYDOT's Office of Civil Rights Program Manager, Lisa Fresquez at 307.777.4457 or lisa.fresquez@wyo.gov.

The United States Department of Transportation

Standard Title VI Assurances/Non-Discrimination Provisions

DOT Order No. 1050.2A

_____ (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

Modal Operating Administration may include additional Statutory/Regulatory Authorities here.

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from DOT, including the FHWA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

Modal Operating Administration may include additional General Assurances in this section, or reference an addendum here.

Specific Assurances

More specifically, and without limiting the above general Assurances, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations;
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“ _____, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”;

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations;
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient;
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith;
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property;
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

Modal Operating Administration may include additional Specific Assurances in this section.

By signing this ASSURANCE, _____ also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

_____ gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation under the **FHWA Program**. This ASSURANCE is binding on [insert State], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **FHWA Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

By: _____
(Signature of Authorized Official)

DATE: _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **FHWA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

APPENDIX B

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that _____ will accept title to the lands and maintain the project constructed thereon in accordance with Moving Ahead for Progress in the 21st Century (MAP-21), the Regulations for the Administration of Federal Highway Administration (FHWA) Program, and the policies and procedures prescribed by the FHWA of the Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto _____ all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" (if applicable) attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto _____ and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on _____, its successors and assigns.

_____, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that _____ will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will there on revert to and vest in

and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI.)

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER
THE ACTIVITY, FACILITY OR PROGRAM**

APPENDIX C

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by _____ pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, _____ will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the _____ will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the _____ and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED
UNDER THE ACTIVITY, FACILITY OR PROGRAM**

APPENDIX D

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by _____ pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the _____ will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the _____ will there upon revert to and vest in and become the absolute property of _____ and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



TAP Attachment M: *sam.gov* Proof of Registration

[INSERT sam.gov Proof of Current Registration]

Campbell County

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 071413140

ENTITY Campbell, County of	Status: Active
DUNS: 071413140 +4:	CAGE Code: 4F0J5 DoDAAC:
Expiration Date: 10/17/2020	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 500 S Gillette Ave Ste 1700	
City: Gillette	State/Province: WYOMING
ZIP Code: 82716-4250	Country: UNITED STATES

RESOLUTION NO. 2045

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FEDERAL FUNDING THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM ADMINISTERED BY THE WYOMING DEPARTMENT OF TRANSPORTATION FOR CAMPBELL COUNTY FOR THE PURPOSES OF THE MUSEUM PEDESTRIAN-ACTIVATED CROSSWALK PROJECT.

WHEREAS, the governing body for Campbell County desires to participate in the Transportation Alternatives Program (TAP) to assist in funding this project;

WHEREAS, the governing body for Campbell County recognizes the need for the project;

WHEREAS, TAP requires that federal funding criteria be met, and Campbell County agrees to ensure satisfaction of all requirements;

WHEREAS, Campbell County acknowledges that if funded, the TAP project shall be completed prior to December 31, 2023;

WHEREAS, the governing body for Campbell County agrees to set aside a minimum of \$37,160.00 as a line item in its budget for the required twenty percent (20%) local cash match on the project;

WHEREAS, the governing body for Campbell County acknowledges TAP is funded on a reimbursement basis and all invoices must be 100% paid by Campbell County prior to reimbursement through TAP (80% Federal Reimbursement). Campbell County acknowledges that failure to comply with this requirement may result in cancellation of the award and repayment by Campbell County of all funds reimbursed.

NOW, THEREFORE, BE IT RESOLVED by the governing body for Campbell County that a funding application requesting \$146,640.00 in federal TAP funding be submitted to the Wyoming Department of Transportation – TAP for consideration to assist in funding for the Campbell County project.

BE IT FURTHER RESOLVED, that Kevin King is hereby designated as the Project Administrator, of Campbell County to act on behalf of the governing body on all matters relating to this funding application.

PASSED, APPROVED and ADOPTED this 7th Day of July, 2020
BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING

D.G. Reardon, Chairman

Rusty Bell

Bob Maul

Del Shelstad

Colleen Faber

ATTEST: _____
Susan F. Saunders, County Clerk

The following page(s) contain the backup material for Agenda Item: [10:10 Grant Award, Coronavirus Emergency Supplemental Funding Program](#)

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



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

Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS
D.G. Reardon, Chairman
Rusty Bell
Bob Maul
Del Shelstad
Colleen Faber

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: 2020 BJA FY 20 Coronavirus Emergency Supplemental Funding

DATE: 07/01/2020

Attached you will find the contract for the Bureau of Justice Assistance COVID-19. These funds were awarded to the County for Courthouse Protective Measures to include purchase of items for protection for the public and employees coming into the Courthouse to conduct business and also protective measures for the District Court Judges for their jury trials. The award amount is \$63,682.00. This award is valid for two years.

Thank you!



Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

June 30, 2020

Commissioner Daniel Reardon
Campbell County
500 South Gillette Avenue, Suite 1700
Gillette, WY 82716-4250

Dear Commissioner Reardon:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by Campbell County for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$63,682. These funds are for the project entitled Campbell County COVID-19 Courthouse Protective Measures.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should Campbell County accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Jeffrey S. Felten-Green, Program Manager at (202) 514-8874; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

June 30, 2020

Commissioner Daniel Reardon
Campbell County
500 South Gillette Avenue
Suite 1700
Gillette, WY 82716-4250

Dear Commissioner Reardon:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Campbell County 500 South Gillette Avenue Suite 1700 Gillette, WY 82716-4250		4. AWARD NUMBER: 2020-VD-BX-1853	
		5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022 BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022	
2a. GRANTEE IRS/VENDOR NO. 836000133		6. AWARD DATE 06/30/2020	7. ACTION Initial
2b. GRANTEE DUNS NO. 071413140		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE Campbell County COVID-19 Courthouse Protective Measures		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 63,682	
		11. TOTAL AWARD \$ 63,682	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.034 - Coronavirus Emergency Supplemental Funding Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Daniel Reardon Commissioner	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X B VD 80 00 00 63682		21. VVDUGT1943	



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 16

PROJECT NUMBER 2020-VD-BX-1853

AWARD DATE 06/30/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardRqmts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 16

PROJECT NUMBER 2020-VD-BX-1853

AWARD DATE 06/30/2020

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

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5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



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33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 15 OF 16

PROJECT NUMBER 2020-VD-BX-1853

AWARD DATE 06/30/2020

SPECIAL CONDITIONS

39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at [https:// bja.gov/ Funding/ nepa.html](https://bja.gov/Funding/nepa.html), for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 16 OF 16

PROJECT NUMBER 2020-VD-BX-1853

AWARD DATE 06/30/2020

SPECIAL CONDITIONS

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for Campbell County

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2020-VD-BX-1853

PAGE 1 OF 1

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

Jeffrey S. Felten-Green
(202) 514-8874

2. PROJECT DIRECTOR (Name, address & telephone number)

Bethany Raab
Grants Specialist
500 South Gillette Avenue
Suite 1700
Gillette, WY 82716-4250
(307) 687-6324

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Campbell County COVID-19 Courthouse Protective Measures

5. NAME & ADDRESS OF GRANTEE

Campbell County
500 South Gillette Avenue Suite 1700
Gillette, WY 82716-4250

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

\$ 63,682

10. DATE OF AWARD

06/30/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF

The following page(s) contain the backup material for Agenda Item: [10:15 Community Forestry Grant Agreement](#)

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



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Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS
D.G. Reardon, Chairman
Rusty Bell
Bob Maul
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Colleen Faber

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: 2020 Community Forestry Grant

DATE: 07/01/2020

Attached you will find a letter and a contract from the Community State forestry Grant. The grant application was presented and approved by the Commissioners. On March 16,2020, this letter and contract was sent to the Campbell County Parks and Recreation Department, but was never forwarded onto the County Commissioners Office for approval and signature. The Parks and Recreataion Department has recently spent the funds awarded by this grant. This contract does not include any date details or effective dates in the language included in the the contract. This contract needs executed to be able to submit the documentation for reimbursement to the State Forestry Division.

The purpose of this grant was to install a living snow fence and irrigation near the Complex park.

Thank you!



Wyoming State Forestry Division
Office of State Lands and Investments



Wyoming State Forestry Division
5500 Bishop Blvd.
Cheyenne, WY 82002

Mark Gordon
Governor

Jenifer Scoggin
Director

Bill Crapser
State Forester

March 16, 2020

Suzy Blakesley
Campbell County Parks and Recreation
250 W. Shoshone
Gillette, WY 82718

Dear Suzy:

Thank you for your interest in the 2020 Community Forestry grants. All applications submitted this year were carefully reviewed and scored.

I am pleased to announce that your Tree Planting grant application for a Cam-plex Park Future Expansion Phase 1 project has been approved for full funding. You will receive \$3,355.00 of Community Forestry cost-share funds upon completion of your project.

These are federal funds and we are required to comply with requirements regarding the use of federal funds. **Attached are two copies of a sub-recipient agreement form that must be signed and returned to me before I can send a final award letter and request for payment form to you. Please sign both copies and return to me as soon as possible.** This is a standard agreement that is required for all Community Forestry grants. When we receive these signed forms I will return a copy to you with our signature along with a final grant award letter and request for payment form.

Some additional information that you may need for accounting purposes is: The funds originated from the USDA Forest Service, State and Private Forestry Program. The federal CFDA number is 10.664.

If you would like additional information or have any questions please give me a call at (307)777-3626. We are pleased to assist you in any way we can. Congratulations and good luck with your project.

Sincerely,

Tara Costanzo,
Community Forestry Coordinator

Email =

tara.costanzo@wyo.gov

SUB-RECIPIENT AGREEMENT

Community Forestry Cost-Share Assistance

This agreement, dated _____ is made and entered into by and between Campbell County Parks and Recreation and the Wyoming State Forestry Division. Campbell County Parks and Recreation agrees to serve as a sub-recipient for the Community Forestry Cost-Share Program and agrees to comply with the following prior to receiving cost-share assistance:

- For tree planting grants purchase and plant deciduous trees that are a minimum of 1 ½ inches in caliper and conifer trees that are a minimum of 4 feet in height.
- For tree planting grants obtain and plant trees that meet the specifications of ANSI Z60.1 American Standard for Nursery Stock.
- Insure that tree planting projects are on non-federal public property.
- Provide documentation of cash expenditures for tree planting projects and cash or in-kind expenditures for education/program development projects.
- Submit photos or other documentation of the completed project.
- Report the number of volunteers and volunteer hours involved with the project for tree planting grants, and volunteer contributions and/or in-kind contributions for education/program development grants.
- Provide the names of groups and organizations involved.
- For tree planting grants report the number of trees planted.
- For tree planting grants provide a minimum of 5 years maintenance using industry standards.
- Agree to use sub-recipient's standard purchasing policies and procedures. If none exist, the sub-recipient will default to the State of Wyoming Purchasing Policy and Procedures (WY Administration and Information Procurement Section).
- Certify that no form of discrimination because of race, creed, color, sex, national origin or for any other reasons exists in the performance of the authorized project.
- Certify that each item in the request for payment form is correct, and that recipient has not previously received payment for any item listed on the request for payment.
- Have an audit in accordance with the provisions of OMB Circular A-133 should recipient receive more than \$750,000 in total of federal assistance from any funding or pass-

through agency. A copy of the audit report must be submitted to Wyoming State Forestry Division.

- Sub-recipient is subject to the following Uniform Administrative Requirements and Cost Principals:

Entity	Administrative Requirements		Cost Principles			Audits
	2 CFR 215	A-102	2 CFR 225	2 CFR 220	2-CFR 230	A-133
States, Local Governments, and Indian Tribes		X	X			X
Educational Institutions (even if part of a state or local government)	X			X		X
Non-Profit Organizations	X				X	X

Responsibilities of Wyoming State Forestry Division include the following:

- Provide payment when the above criteria are met and the Request for Payment form is submitted.
- Consult with sub-recipient on technical aspects of tree selection and planting for tree planting projects and provide advice for education/program development activities.
- Issue required grant forms.
- Provide standards and specifications for tree planting grants.
- Inspect tree planting projects for compliance with proper planting/establishment practices.

Sub-Recipient Signature

Date

Sub-Recipient Printed Name

Wyoming State Forestry Division Signature

Date

The following page(s) contain the backup material for Agenda Item: [10:20 Prevention Council Study, Amendment Two](#)

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

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Carol J. Seeger, Commissioners
Administrative Director

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MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: Amendment Two to the Agreement for Prevention Council Study

DATE: 07/01/2020

Attached you will find amendment two to the Prevention Council University of Wyoming Survey and Analysis Center's contract. Due to COVID, the full study was not able to be completed. They are now amending the original contract to reflect the amount they are billing us, which is \$3,782.00. A full accounting of these charges is attached at the end of this amendment.

Thank you!

**AMENDMENT TWO TO THE AGREEMENT
BETWEEN CAMPBELL COUNTY PUBLIC HEALTH
AND**

UNIVERSITY OF WYOMING, WYOMING SURVEY & ANALYSIS CENTER

1. **Parties.** This Amendment is made and entered into by and between the Campbell County Public Health, whose address is 2301 South 4-J Road, Gillette, WY 82718 and the University of Wyoming, Wyoming Survey & Analysis Center (WYSAC), whose address is: 1000 E. University Avenue, Department 3925, Laramie, WY 82071. This amendment concerns the Campbell County Suicide Study.

2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Agreement between the Campbell County Public Health and WYSAC. The purpose of this Amendment is to: a) decrease the total Agreement dollar amount by twenty one thousand, seven hundred eighty dollars (\$21,780.00) to three thousand, seven hundred eighty-two dollars (\$3,782.00); b) amend the responsibilities of the WYSAC by replacing Attachment A-1 with Attachment A-2 to reflect budgetary and task changes.
The first amendment to the Agreement, dated January 6, 2020 required the WYSAC to conduct interview, analysis and reporting services as set forth in Attachment A-1, Statement of Work, for a total Agreement amount of twenty-five thousand, five hundred, sixty-two dollars (\$25,562.00) with an expiration date of April 30, 2020.

2. **Term of the Amendment.** This agreement is effective when all parties have executed it and all required approvals have been granted. The term of the agreement shall be 11/1/2020 to 04/30/2020. All services and obligations shall be completed during this term. All performance obligations shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.

3. **Amendments.**
 - A. Section 4, Amendment A of the first amendment to the Agreement is hereby amended to read as follows:
“Client agrees to pay WYSAC a fixed price amount of \$3,782 for the services provided. Payment shall be made within 30 days after receipt of fixed price invoice.”

 - B. Section 4, Amendment B of the original Agreement is hereby amended to read as follows:
“The term of this Agreement is from November 1, 2020 or the Effective Date, whichever is later, through July 31, 2020”

5. **Amended Responsibilities of the Contractor.**

Responsibilities of the WYSAC are hereby amended as follows:

- A. As of the Effective Date of this Amendment, Attachment A-1, Statement of Work, which was attached to the first amendment to the Agreement, is superseded and replaced by Attachment A-2, Revised Statement of Work, which is attached to this Amendment and incorporated into the original Agreement by this reference. All references to “Attachment A” in the original Agreement, and in any amendments thereto, are amended to read: “Attachment A-2”.

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

Responsibilities of Campbell County Public Health have not changed.

7. **Special Provisions.**

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

8. **General Provisions.**

- A. **Entirety of Agreement.** The original Agreement, consisting of three (3) pages; Attachment A, Statement of Work, consisting of one (1) pages; this Amendment Two, consisting of three (3) pages; and Attachment A-2, Revised Statement of Work, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** In witness thereof, the parties to this Agreement, either personally or through their duly authorized representative, 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. The effective date of this Agreement is the date of the signature last affixed to this page.

THE UNDERSIGNED AGREE TO THE TERMS OF THIS AGREEMENT:

DG Reardon, Chairman Campbell
County Comissioners

Date

Tiffany Comer Cook, Interim Director
University of Wyoming, Wyoming Survey & Analysis Center

Date

Diana G. Hulme, Associate Vice President for Research
University of Wyoming, Office of Research & Economic Development

Date

ATTACHMENT A-2

Completed Tasks

1. The Client completed the following:
 - A. Recruited interview and participants
 - B. Provided venues for interviews
 - C. Provided interviewer with a fast-tracked referral path for any participant whom expresses an intention to commit self-harm
 - D. Cooperated with WYSAC to schedule interviews
 - E. Assisted in developing interview and survey questions
 - F. Responded to WYSAC's phone and email communication within 24 hours

2. WYSAC completed the following :
 - A. Developed interview protocols and survey questions with client input
 - B. Obtained Institutional Review Board (IRB) approval
 - C. Responded to Client's phone and email communications within 24 hours

Title		Month Completed	Month	Monthly activity reported on this project (percentage of time devoted to project)	Hours devoted to this project	Salary and fringe total charged based on time committed
Tasks		December	Nov.	10%	10.4	\$ 450.22
Drafted interview questions		December	Dec.	30%	31.2	\$ 1,350.65
Revised questions with input from Campbell County Suicide Team		January	Jan.	20%	20.8	\$ 900.43
Drafted survey questions		January	Feb.	5%	5.2	\$ 225.11
Prepared for and attended virtual meetings with Suicide Team		February	Mar.	0%	0	\$ -
Finalized interview protocols, including incentives		February	Apr.	5%	5.2	\$ 225.11
Reviewed and advised regarding recruitment materials and distribution protocols		February	May	0%		\$ -
Completed Institutional Review Board (IRB) application		February	Totals:	70%	72.8	\$ 3,151.51
Secured IRB approval		February				
Worked on contract revision (to expand scope of project)		February				
Set up interview schedule and made travel arrangements		February				
Set up analysis software (NVivo) for data input		February				
Amended final contract and closed project		April				

Billing Details	
Total Hours	\$ 72.80
Billed Rate	\$ 43.29
Subtotal	\$ 3,151.51
Facilities and administrative costs (20%)	\$ 630.30
Subtotal	\$ 3,781.81

The following page(s) contain the backup material for Agenda Item: [10:25 Prevention Management Grant](#)

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

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MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: Prevention Management Grant

DATE: 07/01/2020

Attached you will find the contract for the prevention management program. This document is in the amount of \$506,920.00 with specific award conditions to be met by Ashley McRae and Jane Glaser. These are federal funds. No application was prepared for this grant. The purpose of this grant is to fund activities designed to prevent the use, misuse or abuse of tobacco, alcohol or controlled substances and activities designed to prevent suicide.

Thank you!

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

1. **Parties.** The parties to this Grant Agreement (Agreement) are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, and Campbell County (County), whose address is: 500 South Gillette Avenue, Suite 1600, Gillette, Wyoming 82716. This Agreement concerns the Substance Abuse Prevention Program, Tobacco Prevention and Control Program, and Injury and Violence Prevention Program.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the County shall use funds for activities designed to prevent the use, misuse, or abuse of tobacco, alcohol, or controlled substances, and activities designed to prevent suicide.
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, 2020, or Effective Date, whichever is later, through June 30, 2022. All services shall be completed during this term.

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

4. **Payment.**
 - A. The Agency agrees to pay the County for the services described in Section 5, below, and in Attachment A, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed five hundred six thousand, nine hundred twenty dollars (\$506,920.00). Total federal funds provided under CFDA #93.243 shall not exceed one hundred thirty-one thousand dollars (\$131,000.00), under CFDA #93.959 shall not exceed ninety-eight thousand dollars (\$98,000.00), and under CFDA # 93.387 shall not exceed sixty-four thousand dollars (\$64,000.00). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. County shall submit invoices monthly in sufficient detail to ensure that payments may be made in conformance with this Agreement.
 - B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the County fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the County performs its duties and responsibilities to the satisfaction of Agency.

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

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

A. Provide the services and comply with the duties described in Attachment A.

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

A. Pay County in accordance with Section 4 above.

B. Provide support as described in Attachments A.

C. Monitor and evaluate the County's compliance with the conditions set forth in this Agreement.

7. **Special Provisions.**

A. **Assumption of Risk.** The County shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the County's failure to comply with state or federal requirements. The Agency shall notify the County of any state or federal determination of noncompliance.

B. **Environmental Policy Acts.** County 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.** County 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 County 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, County certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by County or its subcontractor in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, MOU, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by County 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 County 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 County 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. Administration of Federal Funds.** County 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.
- K. Copyright License and Patent Rights.** County 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 County purchases ownership using funds awarded under this Agreement. County

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

- L. Federal Audit Requirements.** County 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. County 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, County 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.
- M. Non-Supplanting Certification.** County 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. County 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.
- N. Program Income.** County 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.
- O. Health Equity.** The County shall ensure that services are equitable to under-resourced, socially disadvantaged, and ethnically diverse groups; provide services that are culturally and linguistically appropriate; collect demographic information, to the extent practicable; and engage in partnerships with other public or private providers to eliminate health disparities and improve the health of all people.

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 County 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 County which are pertinent to this Agreement. The County shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the County which are pertinent to this Agreement. The County shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the County 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 contractors for work related to this Agreement. The County shall cooperate fully with other contractors and the Agency in all such cases.
- G. Compliance with Laws.** The County shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the County in the performance of this Agreement shall be kept confidential by the County unless written permission is granted by the Agency for its release. If and when County receives a request for information subject to this Agreement, County shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

- I. Entirety of Agreement.** This Agreement, consisting of eleven (11) pages; Attachment A, Statement of Work, 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.
- J. Ethics.** County 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 County's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The County 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 County shall be free from control or direction over the details of the performance of services under this Agreement. The County shall assume sole responsibility for any debts or liabilities that may be incurred by the County 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 County 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 County 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 County or the County's agents or employees as a result of this Agreement.

- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the County in the performance of this Agreement. Upon termination of services, for any reason, County agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Patent or Copyright Protection.** The County 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 County or its subcontractors will violate any such restriction. The County shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This 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).
- S. Insurance Requirements.**

 - (i) During the term of this Agreement, the County 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 County 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 County or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
 - (iii) The County 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 County, such insurance in the name of the County, 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 County 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.

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

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

- (a) \$1,000,000.00 each occurrence;
- (b) \$1,000,000.00 personal injury and advertising injury;
- (c) \$2,000,000.00 general aggregate; and
- (d) \$2,000,000.00 products and completed operations.

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

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

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

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

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

- U. **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.
- V. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the County expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 139101, 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.
- W. **Taxes.** The County shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- X. **Termination of Agreement.** This Agreement may be terminated a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; b) by either party, without cause, upon thirty (30) days prior written notice to the other party; or c) upon mutual written agreement by the parties.
 - (i) In the event of a material breach that is susceptible of cure or remedy, a party may not terminate the Agreement for cause unless, 1) the party seeking to terminate the Agreement first provides the other party with written notice of the intended termination, including a description of the material breach committed by the other party; and 2) a period of thirty (30) days elapses between the delivery of the notice and the termination of this Agreement without the breaching party having, in the opinion of the party alleging the breach, effectively cured or remedied the material breach.
- Y. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this 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.

- Z. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- BB. 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.
- CC. 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 County 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 County's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the Agency within five (5) business days shall be considered a material breach and may result in immediate termination of this Agreement by 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, PUBLIC HEALTH DIVISION

Michael A. Ceballos, Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

COUNTY: CAMPBELL COUNTY

Chairman, Campbell County Board of Commissioners

Date

COUNTY ATTORNEY: APPROVAL AS TO FORM

Campbell County Attorney

Date

COUNTY CLERK'S ATTESTATION

Campbell County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Bobbi K. Owen # 204177
for: Bobbi K. Owen, Assistant Attorney General

6/19/2020

Date

ATTACHMENT A: STATEMENT OF WORK

General Description

This document is intended as a Statement of Work (SOW) to identify and describe key milestones, deliverables for services, and products required, under the Agreement between the Wyoming Department of Health, Public Health Division (Agency) and Campbell County (County). Services shall be provided to the entire county population as resources and capacity allow.

Notification

To ensure coordination between the Agency and County, the County shall timely notify the Agency of developments that have a significant impact on the Grant-supported deliverables. Notification within ten (10) business days shall be given to the Agency in the case of problems, delays, or adverse conditions which materially impair County's ability to meet the deliverables of the Agreement. This notification shall include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

All expenses must be reasonable; they must be allocable to the funding and deliverables; they must be given consistent treatment through application of generally accepted accounting principles appropriate to the circumstances.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

County agrees to:

Date

1. Community Prevention Grant Personnel

County will appoint at least two (2) people for the management and implementation of the Agreement associated with the Community Prevention Grant.

One county-level person to be responsible for Agreement oversight to include administration, tracking, reporting and Agreement compliance to be referred to as the Contract Manager.

Prior to first payment

A second person will be responsible for carrying out and meeting requirements of the Statement of Work to be referred to as the County Prevention Specialist.

Alternatively, the County may sub-contract with a third party for this work.

2. Work Plan

2.a Utilize county-level data to assess needs and identify strategies for each focus area. Data must be from a reliable and verifiable source.

Prior to work plan submission

2.b Through a collaborative effort with one (1) or more local prevention coalitions focused on substance abuse prevention and suicide prevention, complete a twenty-four (24) month work plan with an associated budget utilizing the strategic prevention framework model. The County must address each of the four (4) nationally recognized tobacco prevention and control goals. All strategies in the work plan must be evidence-based. It is recommended that the County reference the Wyoming State Alcohol Plan, the CDC Best Practices for Comprehensive Tobacco Control Programs, and the state suicide prevention plan, to include the national and state suicide prevention goals. The Agency will provide planning documents and technical assistance to aid with this process. The Agency and County will work together and negotiate final approvals. Strategies in the work plan must be culturally appropriate policy, systems, and environmental strategies and activities which seek to improve health equity.

Prior to first payment

2.b.1 Progress shall be monitored by the Agency through the timely completion of the activities identified in the work plan. Technical assistance will be available for all deliverables. County utilization of technical assistance will be required if planned activities are not completed.

Ongoing

3. Strategic Plan

3.a Through a collaborative effort with one (1) or more local prevention coalitions, County shall prepare and submit a five (5) year strategic plan(s) to the Agency by June 30, 2022. A template will be provided by the Agency and all information requested in the template will be required. When necessary, the Agency and County will work together and negotiate final approvals. The Agency will provide the previous county capacity assessment and assistance with this process.

June 30, 2022

3.a.1 Required components of each strategic plan include: adult overconsumption, underage alcohol and youth marijuana use, tobacco prevention, opioid/prescription drug misuse/abuse and other drugs, suicide prevention, and a capacity enhancement and sustainability plan.

4. Implementation		
4.a	Work with a local prevention coalition to implement the jointly approved work plan and strategic plan(s), with fidelity to the Strategic Prevention Framework model.	Following joint approval of plans.
4.b	Work with at least one (1) local prevention coalition or advisory council.	Ongoing
4.b.1	Membership should consist of a diverse and relevant stakeholder group. Local Prevention coalitions must include representation from the following groups: community stakeholders, community leaders, local public health, and multi-disciplinary and diverse community partners such as healthcare systems, housing, businesses, faith-based organizations, and education.	
4.b.2	Educate the local prevention coalition(s) and other stakeholders on the principles of the Strategic Prevention Framework model.	Ongoing
4.b.3	Keep and make available for public view, upon written request, agendas and minutes of local prevention coalition meetings, advisory council meetings, or other public meetings.	Ongoing
4.b.4	In collaboration with the Agency, the County will create a memorandum of understanding to be signed by the County and the local prevention Coalition	December 1, 2020
4.c	Provide information to the Agency and Agency contractors for reporting, evaluation, and additional requests by the Agency as outlined in the Community Prevention Guidance documents, which are incorporated into the Agreement by this reference, including any future revisions.	Ongoing
4.c.1	On at least a monthly basis, update information within an Agency provided strategy management system.	Monthly
4.c.2	Monitor outcomes and information within the strategy management system in order to manage performance and make quality improvement adjustments as necessary.	Monthly
4.d	Utilize available technical assistance to ensure maximum outcomes.	Ongoing
5. Professional Development		
5.a	Ensure at least one (1) person in each County that receives funding through the Grant attends one (1) statewide training, per Grant award year, at the discretion of the Agency. The Agency may suggest or help facilitate additional statewide or regional trainings.	June 30, 2022
5.b	Encourage and provide support to at least one (1) person in each County that receives funding by the Grant to be certified as a prevention professional through an Agency-approved credentialing organization.	Ongoing
5.c	Ensure appropriate Grant personnel or stakeholders attend the Substance Abuse Prevention Specialist Training within six (6) months of hire date.	Ongoing

	Encourage and provide support to personnel funded by the Grant to attend other trainings suggested by the Agency.	
5.d	Specialized technical assistance will be provided regularly and as needed by the Agency or another contractor. Grant funding is allocated for technical assistance.	Ongoing
5.e	Request additional technical assistance when need is identified by County or Agency.	Ongoing
6. Additional Provisions		
6.a	Complete a monthly time study of Grant-funded personnel time and effort spent on adult overconsumption, underage alcohol and youth marijuana use, tobacco prevention, opioid/prescription drug misuse/abuse and other drugs, suicide prevention, and any other topics. All time studies shall be documented on the Agency provided reimbursement request. The Agency and County will work together to streamline this reporting as possible.	Ongoing
6.b	Complete and submit a reimbursement request and supporting documentation on a template provided by the Agency.	Ongoing
6.c	Notify the Agency, in writing, within ten (10) business days of any personnel change related to this Agreement.	Ongoing
6.d	Allow the Agency or its designee to conduct periodic on-site fiscal monitoring and evaluations of the services performed by the County under this Agreement.	Ongoing
6.e	Submit changes in writing (includes submission by email) to the Agency for work plans, strategic plans, or budget reallocations. The Agency and County will work collaboratively to approve the final changes.	Ongoing
6.e.1	County shall provide the Agency a written explanation of any changes. The Agency and County will work collaboratively to approve the changes within thirty (30) days of the submission date and execute a Contract amendment under Section 8.A of the Agreement.	
6.f	County shall designate appropriate members to meet with the Agency on a monthly basis, as mutually agreed upon by the Agency and County to discuss deliverable performance, community success and barriers, system quality improvement, and other issues as necessary.	Ongoing
6.g	Ensure any individually identifiable health information or any data that constitutes protected health information under the Health Insurance Portability and Accountability Act (HIPAA) will not be collected, obtained, or shared directly or indirectly without written permission from the Agency. Exceptions to this may be granted at the discretion of the Agency.	Ongoing
6.h	Ensure that funding provided under this Agreement will not be utilized by funded personnel to attempt to influence government officials or elected representatives in regard to appropriation(s), legislation, or legislative policy. Attempts to influence government officials includes, but is not limited to, requests for appropriations, or unsolicited opinions on legislative changes that affect the delivery of prevention programs using any means of communication. Education on the impact of tobacco, substance abuse and suicide at the community level is allowed. This restriction does not apply to elected county	Ongoing

	officials or their representatives not directly employed with Grant funding, and local prevention coalition members not directly employed with Grant funding, however, funding from this Grant may not be used to fund such activities.	
6.i	Ensure funds are not used for restricted activities including, but not limited to: DUI education; substance abuse assessments; individual client services; capital construction projects or the purchase of buildings or other long-term capital investments unless otherwise specifically provided herein; endowment funding; religious purposes; grants to individuals; payment of deficits or retirement of debt; supplanting; programs or services that deny service based on sex, color, race, religion, national origin, sexual orientation, or disability; any program or organization with a direct conflict of interest.	Ongoing
6.j	To ensure coordinated statewide public information, County is encouraged to collaborate with the Agency on their statewide media campaign. All media shall be in accordance with the media guidance provided in the Community Prevention Guidance Document. If County includes the Agency logo, the media must be pre-approved by the Agency. The Agency Public Information Officer is available to assist with media, as needed.	Ongoing

Agency agrees to:		Date
7. Agency Provisions		
7.a	Conduct site visits and attend local prevention coalition meetings and other community level activities as schedules, funding, and technology allows.	Ongoing
7.b	Monitor outcomes and information within the strategy management system in order to assist Agreement personnel in managing performance and making quality improvement adjustments as necessary.	Monthly
7.c	Provide guidance documents, community environmental scan documents and process, work plan process and documents, capacity enhancement process and documents, media protocol, and expense coding and invoice. Collaborate with the County to modify reporting documents and processes based on feedback from County.	Within fifteen (15) days of the Effective Date.
7.d	Review and work with the County and communities to develop work plan and strategic plan(s).	Ongoing
7.e	Provide training, guidance, and evaluation to the County and local prevention coalitions as needed, requested, and as resources allow.	Ongoing

8. Budget		
Budget amounts and payment schedule will follow the County's Grant Application, which is incorporated into the Agreement by this reference.		
8.a Community Prevention Services Delivery		
8.a.1	Includes salary and benefits, equipment and supplies, and operational support directly associated with the Agreement.	
8.a.2	Operational supports include, but are not limited to, communication, internet, copies, fax, office supplies/equipment purchases and rentals, office space, utilities, and postage directly associated with the Agreement.	

8.a.3	Annual time and effort for each category should follow these funding allocations as determined in the County's work plan.
8.b	Community Prevention Services Implementation
8.b.1	Allocation of funding for community development of education/information dissemination and implementation of work plan shall be used to support evidence-based strategies and implementation plans.
8.b.2	Funding allocation for implementation activities in each category will be determined after completion of the work plan. The following is provided as allowable percentage allocation in each category: 22% - 28% Suicide Prevention; 20% - 26% Adult Overconsumption Prevention; 20% - 26% Underage Alcohol and Youth Marijuana Use Prevention; 22% - 28% Tobacco Prevention and 4%-10% Opioid/Prescription Drug and Other Drug Prevention.
8.c	Capacity Enhancement
8.c.1	Allocation of funding for development of community and organizational capacity based on needs identified in the capacity evaluation completed by the contracted evaluator. Funding shall be used to support evidence-based strategies and implementation plan.
8.d	Technical Assistance
8.d.1	Technical assistance is critical to the success of community programs. County may use Grant funds to pay invoiced costs for technical assistance initially provided by the Agency or its approved vendor.
8.e	Indirect
8.e.1	Shall be paid at a maximum of 10% of invoiced expenditures. County must make request for indirect costs both in the approved budget and on reimbursement requests. Indirect expenses are those that are shared amongst multiple County functions or programs and contribute to the County's cost of administering the Agreement. Examples include general office equipment such as copiers and fax machines; personnel such as fiscal, human resources, or administrative services, general facilities, maintenance, or other costs not associated directly with the Agreement.



2021-2022 Community Prevention Grant (CPG) Point of Contact Information Form

County:	Campbell
---------	----------

Contract Manager	The Contract Manager is responsible for Agreement oversight to include administration, tracking, reporting, and Agreement compliance.
Name and Title:	Jane Glaser, MSN, RN, APHN-BC Executive Director
Phone Number:	307-687-6200 x 7505
Email:	jcg50@ccgov.net

County Prevention Specialist	The County Prevention Specialist is responsible for carrying out and meeting requirements of the Statement of Work.
Name:	Ashley mcRae
Organization:	Campbell County
Phone Number:	307-257-1346
Email:	adw50@ccgov.net

Reimbursement Signator	The Reimbursement Signator is responsible for approving reimbursement requests submitted by the County Prevention Specialist. This should be someone other than the County Prevention Specialist.
Name and Title:	DG Reardon, Chairman
Phone Number:	307-687-7283
Email:	dgr01@ccgov.net

By signing this form, I attest that these individuals will serve as the main point of contact for the Community Prevention Grant Award Agreement. I authorize the Reimbursement Signator to sign reimbursement requests certifying that, to the best of their ability, all expenses are for the purpose of the grant, allowable, have been paid for and supporting documentation retained.

Signature _____

Date _____

Printed Name _____

Title _____

This form must be signed by the County Commissioner responsible for signing the 2021-2022 Community Prevention Grant Award Agreement.

The following page(s) contain the backup material for Agenda Item: [10:30 UWE Personnel Compensation Agreements, Extension Office](#)

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



University of Wyoming Extension
 Department 3354, 1000 E. University Ave.
 Laramie, Wyoming 82071-2000
 (307) 766-3566 • fax (307) 766-3998
 e-mail: mrober38@uwyo.edu

DATE: June 25, 2020
TO: Kimberly Fry, County Coordinator
FROM: Ann Roberson, Business Manager
SUBJECT: FY 2021 County Contracts

Enclosed is a copy of the Annual Contribution Agreement for County/UWE personnel. The fringe benefit calculation is an estimated percentage that will be adjusted annually. Please have the contract signed by the County and returned to me as soon as possible. Please retain a copy for your records.

The agreement for your County Annual Compensation Agreement is as follows:

Campbell County 4-H Extension Educator, 100% benefited. County pays 50% of salary. Extension covers the balance of salary and benefits for FY21. The payment of benefits in subsequent years will be determined by UW and County Commissioners. The County will be billed quarterly by Extension.

Employee		1st Qtr. - Due Oct. 2020	2nd Qtr. - Due Jan. 2021	3rd Qtr. - Due April 2021	4th Qtr. - Due June 2021	Yearly Total
Fry, Kimberly	Salary	5,413.50	5,413.50	5,413.50	5,413.50	\$ 21,654.00
4-H Ext Educator	Fringe	N/A	N/A	N/A	N/A	\$ -
	Total	\$ 5,413.50	\$ 5,413.50	\$ 5,413.50	\$ 5,413.50	\$ 21,654.00

Campbell County 4-H Extension Educator, 100% benefited. County pays 100% of salary and fringe benefits. The County will be billed quarterly by Extension.

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 \$39,797 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 \$21,654.00 annually to the University of Wyoming Extension. The County agrees to make payments to the University as follows: **Four payments of \$5,413.50 due in October 2020, and January, March, and June 2021.**
- 2. Term and termination.** The term of this Agreements shall commence on July 1, 2020 and shall remain in full force and effect until June 30, 2021, 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



Kelly K. Crane
Director, University of Wyoming Extension

June 25, 2020
Date

Barbara Rasco
Dean, College of Agriculture and Natural Resources
University of Wyoming

Date

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 \$0.00 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 \$57,027 annually to the University of Wyoming Extension. The County agrees to make payments to the University as follows: **Four payments of \$14,256.75 due in October 2020, and January, March, and June 2021.**
- 2. Term and termination.** The term of this Agreement shall commence on July 1, 2020 and shall remain in full force and effect until June 30, 2021, 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



Kelly K. Crane
Director, University of Wyoming Extension

June 25, 2020
Date

Barbara Rasco
Dean, College of Agriculture and Natural Resources
University of Wyoming

Date

The following page(s) contain the backup material for Agenda Item: [10:35 Board Appointment, Natural Resource & Land Use Committee](#)

*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.

July 7th



OFFICE
601 4J Court, Suite D
PO Box 2577
Gillette, WY 82717-2577
Phone: 307-682-1824
Fax: 307-682-3813
www.cccdwy.net

BOARD OF SUPERVISORS
Lindsay Wood, Chair
Casey Elkins, Vice-Chair
Jaime Tarver, Sec/Treas.
Richard Hauber
Keith Eisenbraun

June 9, 2020

Campbell County Commissioners
500 South Gillette Avenue
Gillette, WY 82716

RE: Natural Resource and Land Use Plan Committee

The Campbell County Conservation District (CCCD) wishes to inform you that Debra Hepp will no longer be able to represent the CCCD on the Natural Resource and Land Use Plan Committee.

At this time we would like to nominate Board Supervisor, Jaime Tarver to complete the remainder of the term which expires 12-31-21.

Sincerely,

Lindsay Wood
CCCD Board of Supervisors, Chair

cc- Megan Nelms

The following page(s) contain the backup material for Agenda Item: [10:40 Land Records Scanning Contract, Clerk's Office](#)

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

Proposal to:

Scan Land Record Books On-Site

Presented to:

**Campbell County Clerk
500 S. Gillette Avenue, Suite 1600
Gillette, WY 82716**

Presented by:

**US Imaging, Inc.
400 S. Franklin Street
Saginaw, MI 48607**

Eric Nejedly
National Account Manager
enejedly@us-imaging.com
(303) 319-9457

July 1, 2020

US★Imaging

July 1, 2020

Susan Saunders
Campbell County Clerk
500 S. Gillette Avenue, Suite 1600
Gillette, WY 82716

US Imaging is pleased to present this proposal to scan Land Records for Campbell County. Our team will provide Campbell County with the highest possible quality and accuracy. We thoroughly understand the Counties media, system, and requirements. We have become America's premier County Scanning Service because of our:

- **Experience** – We have been in the imaging business for 44 years and have successfully served over 782 Counties nationwide. We are the only scanning vendor in America that exclusively serves Counties.
- **3 Stage Process** – Our unique 3 stage process allows us to provide the highest quality at the lowest price while providing the County with complete control over the image quality and project budget.
- **Stage 1: On-Site Scanning** – County Records are irreplaceable and extremely valuable; therefore, we scan all media on-site.
- **State of the Art Scanners** – We are a beta test site for multiple scanner manufacturers and receive new technology several months before our competitors. We are constantly upgrading and currently operate the very latest scanners for Bound books, Photostat books, Rollfilm, Jackets, Aperture Cards and Drawings.
- **Color & Bi-Tonal Images** – US Imaging scans all media at 300 dpi and provides images in both Color JPEG and Black and White TIFF formats. JPEG images will provide an exact digital backup of all the data within the pages. TIFF images will provide a small file size and superior performance within the imaging system.
- **Automatic Deskew & Cropping** – 100% of the TIFF images are automatically deskewed and solid black borders removed for optimum file compression, increased system performance and dramatic toner reduction.
- **ImageXpress** – A simple software utility that allows Counties to easily access images by book-page #, document #, quickly scroll through an entire book, roll, Roll or aperture card, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail images as needed.
- **Stage 2: Double Inspect, Group, Index & Verify** – 100% of the images are inspected for legibility, grouped together as documents and indexed by 2 separate operators and compared electronically, any mismatches are inspected by a third operator and corrected for 100% accuracy.
- **Poor Quality Reporting** – 100% of the images are inspected two times as 12" x 16" images on 20" portrait monitors for legibility. We will provide a detailed report of Book-Page # or Document-Page # and the reason that it has been reported as poor quality: too light, too dark, blurry, A Page, retake, missing, etc.
- **ImageReview** – A simple software utility that sorts and filters the images on the poor quality image report and displays the poor quality images. The County can easily uncheck images that are acceptable quality.
- **Stage 3: Image Enhancement** – US Imaging can adjust the poor contrast of an entire roll, splice, book, Roll, aperture card, document, page, or any specific area on a page to provide the most legible images possible.
- **Image & Index Formatting** – US Imaging has export formats for every County Imaging system on the market.
- **Guaranteed Quality** – If a County is ever unsatisfied with any image or index, we will correct it for free.

We appreciate the opportunity to present our services and look forward to working with you. If you have any questions, please call (303) 319-9457 or e-mail enejedly@us-imaging.com.

Sincerely,



Eric Nejedly
Western Account Manager
US Imaging, Inc.

Campbell County Requirements:

- **Work Area** - County will provide a 12' x 18' space inside the County Building, near the vault with access 24 hours per day, 7 days a week, electricity, lighting, and heat/air to allow on-site scanning. If on-site or on-premise time is less than 24/7, the time and investment to complete will change according to the hours and days access is available.
- **Hardware** – County will allocate sufficient hard drive storage to import TIFF images into the system.
- **Import** – County will work with their software vendor, **Tyler Technologies**, to import images into the imaging system.
- **Pilot** - County will inspect the first 1,000 images each time that the media changes and approve image quality and index accuracy.
- **Poor Quality Image Report** – County will review images on the poor quality image report and approve the enhancement and indexing of Poor Quality images.

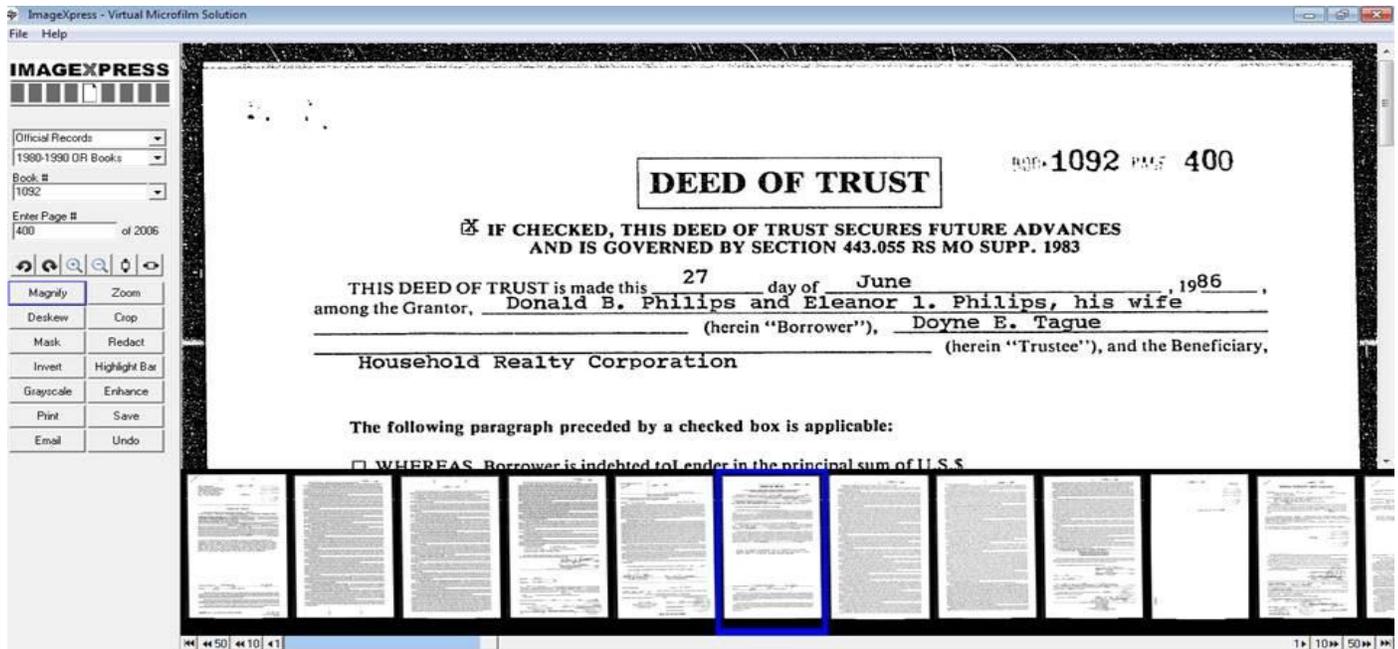
US Imaging Requirements:

Stage 1 – Capture & Pilot

- **On-Site Scanning** – We will provide all necessary hardware, software, staff, and project managers to perform scanning on-site 24 hours per day, 7 days a week. If access to books is less than 24/7, the time and investment to complete will change according to the days and hours available.
- **Inventory** – US Imaging Staff will create an inventory report of all the media types for the entire range of images that require capture. This on-line report will be utilized to track the progress of the project from start to finish.
- **Book Tracking** – Labels will be applied to the County's shelving units to identify the location where books are to be returned after scanning. Labels will be removed once scanning is completed.
- **Book Inspection** - If books or pages in mechanical binders require sorting or preparation, we can sort or prep them for \$30.00 per hour. If pages are too fragile to handle, we will bring this to the County's attention and recommend a Book Restoration and Binding Company.
- **Book Handling** - Books will be removed from shelves in sequential order. Bound pages will remain in the binder and placed in a custom book cradle during capture to hold 2 pages (left & right) open, flat, level and in focus. Pages in mechanical binders that are smaller than 12" will be removed from the binders and fed through a document scanner. After scanning, pages will be placed back into mechanical binders and books will be put back onto shelves in order.
- **Bound Book Scanning** – Pages within a bound (sewn or glued) binder will not be cut and the pages and binder will remain as intact. Pages will be scanned on a book scanner at 300dpi and are saved as color JPEG images. Our Book Scanners will capture 2 pages (left & right) per image, utilize book cradles to hold pages level & a glass platen will flatten the pages to minimize spine curvature and allow the scanner to obtain consistent focus and sharpness across both pages.
- **Mechanical Book Scanning** – Handwritten, Typed and Photostat pages are removed from mechanical binders and are scanned in color at 300dpi and are saved as color JPEG images. Pages are fed through an automatic document feeder and capture the front and back of the page simultaneously to create 2 individual JPEG images. Scanners will be cleaned each time that vertical lines appear to minimize file size and eliminate data from being covered up.
- **On-Site Content Inspection** – After scanning, our on-site staff will inspect 100% of the pages as 1"x1.5" thumbnail images to confirm that no pages have been double fed, cut off, stretched or contain scanner errors. Any pages with these issues will be rescanned at no charge before the on-site team leaves the premise. If pages are sequentially numbered within each book, our on-site staff will confirm that the quantity of images within each book directory matches the last page number within each book. If there are any mismatches between number of images and number of pages, they will be corrected if present or noted in the production report. 100% of the JPEG and TIFF images will be thoroughly inspected for legibility and image quality as 12"x18" full size images in Stage 2.
- **JPEG to TIFF Conversion** – All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression. TIFF images will be sequentially numbered by a zero filled 8-digit number and stored in folders named by the Document Type and Book #.
- **Automatic Crop & Deskew** - Each TIFF image will be run through a software program to remove solid black borders and automatically deskew crooked pages to reduce file size by approximately 25%. Despeckle is not performed on scanned images as it has a tendency to remove punctuation.
- **Automatic Polarity Reversal** – Each TIFF image will be automatically reversed so that black images with white text will be reversed to white images with black text. If Dual Polarity exists, it will be corrected in Stage 3.
- **USB Hard Drives** – All single page JPEG images will be copied to 2 sets of external USB Hard Drives. 1 set will be shipped to the County for review and on-site backup. 1 set will be stored at US Imaging for Stage 2 processing and off-site backup.
- **Pilot Images** – 1,000 images from each media change will be cropped, enhanced, grouped as documents, indexed by

Document # or Book-Page # and saved as multi-page TIFF's that can be easily viewed by any imaging viewer. We will e-mail a link, username, and password to download the Pilot Images from our FTP site.

- **ImageXpress Software** – We will provide the County with a retrieval software program called *ImageXpress* that will allow the County to easily access images by book-page #, document #, quickly scroll through an entire book, roll, jacket or aperture card, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail images as needed.



Stage 2 – Crop, Inspect, Group, Index and Verify

- **Excess Border Removal** – Due to certain Aperture camera copy boards, page sizes, scratches on film and film formats, the automatic crop included in Stage 1 may leave large white borders, black borders, black lines, and shadows on the images. Manual cropping can be performed to provide a more accurate original page size, fewer bytes per image and better performance of your system and overall appearance of every image. No data or marginal notations will be removed from the image during this process.
- **Single Inspect & Report Quality** – Each black and white TIFF image will be visually inspected as a 12"W x 16"H image on 20" Portrait monitors and compared to the color or grayscale JPEG image on a second monitor and TIFF images with missing light data or gray shaded boxes that turn black with be reported as poor quality. Our staff will also check for sequential page order, missing pages, duplicate pages, "A" pages, retakes, and image quality. Particular attention is to be given to the Party Names, Dates, Legal Descriptions and Signatures during this process. If any part of the image is considered illegible it will be added to the Poor Quality Image Report. The poor quality issues that will be identified on the report are image too dark, image too light, blurry, white spots, black spots, poor original, out of order, missing, duplicate, "A" page & retake.
- **Page Duplication** – Handwritten and Typed Books commonly have multiple Documents on a single page. These pages are duplicated so that each Document can have their own set of images. A 600-page Book commonly has 900 Documents and therefore 300 pages are duplicated.
- **Manually Group & Index** – During scanning images are captured as single images and stored in folders by each Book #. If Computer Index data is not available, our staff will manually group individual pages together for each document and index each document by the Document # **and** Book-Page # of the first page of each new document.
- **Double Group, Index & Verify** – Manual grouping and Indexing is prone to human errors and we highly recommend double grouping and indexing to eliminate them. 100% of the images will be grouped and indexed a second time by a second indexer. The documents and indexes identified by the first indexer and the second indexer will be compared electronically and any mismatches will be inspected, verified, or corrected by a third indexer to guarantee the highest grouping and indexing accuracy possible.
- **USB Hard Drives** – 100% of the inspected, cropped, grouped, indexed, and verified TIFF images, the Poor Quality Image Report and *ImageReview* Software will be copied to 2 sets of external USB Hard Drives. 1 set will be shipped to the County for review and on-site backup. 1 set will be copied to the Stage 1 USB Hard Drive and stored at US Imaging for Stage 3 enhancing and off-site backup.

- ImageReview Software** - We will provide a reviewing software program called **ImageReview** that will allow the County to easily sort the Poor Quality Report by Document-Page #, Book-Image # or Poor Quality Issue (light, dark, blurry, etc.). **ImageReview** can also filter the images by poor quality issue to isolate specific issues of concern and minimize the number of images that need to be reviewed. **ImageReview** will display the poor quality image so the County can see the problem with the image. Images can be deselected from the list if the image is of acceptable quality to the County. **ImageReview** highlights images on the list after they have been inspected so the users know if the image has already been inspected or not. Once inspection is complete, **ImageReview** exports an approved list of images to be enhanced that can be easily e-mailed to US Imaging and provide approval to proceed to Stage 3. This tool dramatically reduces the number of images that need to be inspected by the County and provides the County with complete control over the quality and budget.

The screenshot shows the US Imaging software interface. On the left is a control panel with a menu bar (Open, Group, Export, E-Mail) and a table of image records. On the right is a preview window showing a scanned document titled 'RELEASE OF MORTGAGE'.

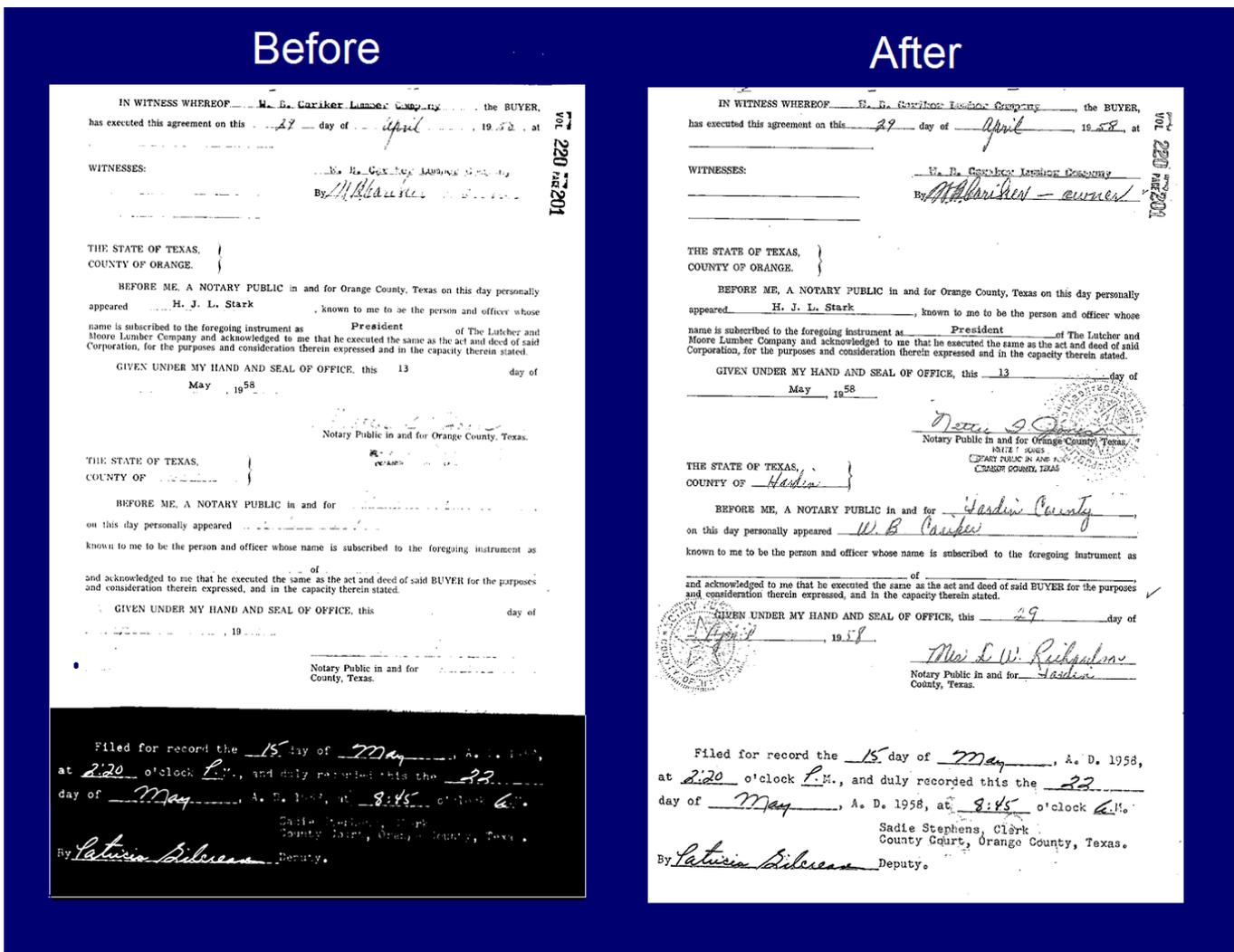
Unhighlight all records			
	Book/Image	Issue	ok
1	1234/00000096.TIF	Dark	<input checked="" type="checkbox"/>
2	1234/00000280.TIF	Dark	<input checked="" type="checkbox"/>
3	1234/00000447.TIF	Dark	<input checked="" type="checkbox"/>
4	1234/00000690.TIF	Light	<input checked="" type="checkbox"/>
5	1234/00001011.TIF	Cut Off	<input checked="" type="checkbox"/>
6	1234/00001013.TIF	Dark	<input checked="" type="checkbox"/>

Total 6 images

The scanned document is a 'RELEASE OF MORTGAGE' for book 3867. It states that Associates Financial Services Company of Kentucky, Inc. releases its interest in a real estate mortgage executed by Paul S. Henrich, JR and Diana L. Henrich. The mortgage was recorded on 8/1/83 in Warrick County, Kentucky. The document is signed by Michael Matthews, Group Director, and witnessed by Gladys Trudwell, Assistant Secretary. It is dated the 28th day of April, 1987. A notary seal for the County of Fayette is visible at the bottom left of the document.

Stage 3 – Enhance & Format

- **Image Enhancement** – US Imaging will adjust the poor contrast of an entire page or any specific area on a page to provide the most legible images possible. If the County is not satisfied with the legibility of any image, at any time, US Imaging will enhance the TIFF image from the JPEG backup image without having to physically rescan the original media.
- **Masking** – Pages with multiple documents on a page can have unwanted documents masked so only one document is visible at a time. Page #'s, page margins and overall format of the page will not be changed.
- **Marginal Notations** – Photostat Books commonly contain a white border around the black page. Book-Page #, Reference Book-Page # and Release information is commonly located in this white border and are called Marginal Notations. We have the unique ability to include these notations in the image and make all the background white and all the text and handwriting black.
- **Dual Polarity Correction** – The majority of Photostat pages are black background with white text; however, some pages contain a mix where a portion of the page contains black background white text and another portion contains white background with black text. US Imaging has the unique ability to correct this issue and adjust the background polarity, so the entire page contains white background with black writing. This will reduce storage space and will save a huge amount of toner when printing.
- **Formatting** – US Imaging will format the images and indexes to the requirements provided by **Tyler Technologies**.
- **USB Hard Drives** – All formatted images will be copied to 2 sets of external USB Hard Drives. 1 set will be shipped to the County for import and on-site backup. 1 set will be copied to the Stage 1 USB Hard Drive and stored at US Imaging for off-site backup.



Full Document Index – Reception Records

- **Double Index and Verify** - US Imaging's indexing specialists will view the TIFF images at their full original letter/legal size on a 20" portrait monitor. Team 1 will key 100% of the fields listed below exactly as they appear on the originally recorded document to create database 1 for approximately 12,000 documents. Team 2 will key 100% of the fields listed below exactly as they appear on the originally recorded document to create database 2 for the same 12,000 documents. ImageXpert will compare Database 1 and 2 against each other and present any mismatches to our most experienced Quality Control staff that will make necessary corrections to provide 99.9% accuracy.

NOTE: US Imaging will key legal descriptions per the document. We will not verify the document against the Tract Books, if there are any discrepancies between the two, we will be indexing per the document.

Full Index Fields to be Indexed & Verified:

- 1) Book-Page Number
 - 2) Reception Number
 - 3) Document Type
 - 4) Date Recorded
 - 5) Grantor – All
 - 6) Grantee – All
 - 7) Brief Legal Description, including: Subdivision, Lot, Block, Section, Township, Range
- **Delivery and Import** – US Imaging will format the images and indexes for the Tyler Recording System for remote importing. The County will work with Tyler Technologies to import full indexes into the County's Recording System.

Phase 1: Estimated Investment to Scan Print Books 2176-3246 On-Site

Mechanical Print Books (9"x14")

1,071 Books	@	700 Pages Per Book (Vols. 2176-3246)	=	749,700 Images
749,700 Images	@	7,200 Mechanical Images Scanned per Hour (4 Scanners)	=	105 On-Site Hours
105 Hours	@	22 Hours Per Day with 24 Hour Access	=	5 On-Site Days
749,700 Images	@	400 Images Per Gigabyte for JPEG Format	=	1875 GB for JPEG's
749,700 Images	@	4,000 Images Per Gigabyte for TIFF Format	=	188 GB for TIFF's

Stage 1

		On-Site Scan and Travel with 24 Hour Access	=	\$5,000.00
749,700 Images	@	\$0.115 Per M Image to Scan 300dpi JPEG & Inspect Content	=	\$86,215.50
749,700 Images	@	\$0.015 Per Image to Convert JPEG to B&W TIFF	=	\$11,245.50
0 Images	@	\$0.02 Per Image to Convert JPEG to B&W TIFF - Photostat	=	\$0.00
2 Drives	@	\$250.00 Per USB Hard Drive, Copying & Backup	=	\$500.00 84%
1 Shipment	@	\$40.00 Per USB Hard Drive Shipment	=	<u>\$40.00</u> \$103,001.00

Stage 2

749,700 Images	@	\$0.025 Per TIFF to Auto-Group & Index	=	\$18,742.50
1 Drive	@	\$250.00 Per USB Hard Drive, Copying	=	\$250.00 16%
1 Shipment	@	\$40.00 Per USB Hard Drive Shipment	=	<u>\$40.00</u> \$19,032.50

Total Investment = \$122,033.50

Phase 2: Estimated Investment to Scan Print Books 725-2175 On-Site

Mechanical Print Books (9"x14")

1,451 Books	@	700 Pages Per Book (Vols. 725-2175)	=	1,015,700 Images
1,015,700 Images	@	7,200 Mechanical Images Scanned per Hour (4 Scanners)	=	142 On-Site Hours
142 Hours	@	22 Hours Per Day with 24 Hour Access	=	7 On-Site Days
1,015,700 Images	@	400 Images Per Gigabyte for JPEG Format	=	2540 GB for JPEG's
1,015,700 Images	@	4,000 Images Per Gigabyte for TIFF Format	=	254 GB for TIFF's

Stage 1

		On-Site Scan and Travel with 24 Hour Access	=	\$7,000.00
1,015,700 Images	@	\$0.115 Per M Image to Scan 300dpi JPEG & Inspect Content	=	\$116,805.50
1,015,700 Images	@	\$0.015 Per Image to Convert JPEG to B&W TIFF	=	\$15,235.50
0 Images	@	\$0.02 Per Image to Convert JPEG to B&W TIFF - Photostat	=	\$0.00
2 Drives	@	\$250.00 Per USB Hard Drive, Copying & Backup	=	\$500.00 53%
1 Shipment	@	\$40.00 Per USB Hard Drive Shipment	=	<u>\$40.00</u> \$139,581.00

Stage 2

1,015,700 Images	@	\$0.06 Per TIFF to Manually Group & Index	=	\$60,942.00
1,015,700 Images	@	\$0.06 Per TIFF to Double Group, Index & Verify	=	\$60,942.00
1 Drive	@	\$250.00 Per USB Hard Drive, Copying	=	\$250.00 47%
1 Shipment	@	\$40.00 Per USB Hard Drive Shipment	=	<u>\$40.00</u> \$122,174.00

Total Investment = \$261,755.00

Phase 3: Estimated Investment to Scan Photo Books at Archives On-Site

Mechanical Photostat Books

724 Books	@	700 Pages Per Book (Vols. 1-724)	=	506,800 Images
506,800 Images	@	20% Poor Quality Pages	=	101,360 Poor Quality
506,800 Images	@	0% Multiple Documents per Page	=	0 Multi-Docs
506,800 Images	@	10% Dual Polarity Pages	=	50,680 Dual Polarity
506,800 Images	@	50% Marginal Notation Pages	=	253,400 Notations
506,800 Images	@	7,200 Mechanical Images Scanned per Hour (4 Scanners)	=	71 On-Site Hours
71 Hours	@	7.5 Hours Per Day with 8 Hour Access at Archives	=	10 On-Site Days
506,800 Images	@	400 Images Per Gigabyte for JPEG Format	=	1267 GB for JPEG's
506,800 Images	@	4,000 Images Per Gigabyte for TIFF Format	=	127 GB for TIFF's

Stage 1

		On-Site Scan and Travel with 8 Hour Access	=	\$14,000.00
506,800 Images	@	\$0.115 Per M Image to Scan 300dpi JPEG & Inspect Content	=	\$58,282.00
0 Images	@	\$0.015 Per Image to Convert JPEG to B&W TIFF	=	\$0.00
506,800 Images	@	\$0.02 Per Image to Convert JPEG to B&W TIFF - Photostat	=	\$10,136.00
2 Drives	@	\$250.00 Per USB Hard Drive, Copying & Backup	=	\$500.00 100%
1 Shipment	@	\$40.00 Per USB Hard Drive Shipment	=	<u>\$40.00</u> \$82,958.00

Total Investment = \$82,958.00

****Scanning at Archives**

Phase 4: Estimated Investment to Scan Various Record Books at Archives On-Site

Mechanical Books

25 Books	@	600 Pages Per Book (1913-1951 Deed Books)	=	15,000 Images	
10 Books	@	600 Pages Per Book (1920-1948 Oil & Gas Lease Books)	=	6,000 Images	
1 Book	@	600 Pages Per Book (1939-1941 Warranty Deed Book)	=	600 Images	
18 Books	@	600 Pages Per Book (1913-1968 Patent Books)	=	10,800 Images	
32,400 Images	@	15% Poor Quality Pages	=	4,860 Poor Quality	
32,400 Images	@	40% Multiple Documents per Page	=	12,960 Multi-Docs	
32,400 Images	@	0% Dual Polarity Pages / Marginal Notations	=	0 Dual Polarity	
32,400 Images	@	7,200 Mechanical Images Scanned per Hour (4 Scanners)	=	5 On-Site Hours	
5 Hours	@	7.5 Hours Per Day with 8 Hour Access at Archives	=	1 On-Site Day	
32,400 Images	@	400 Images Per Gigabyte for JPEG Format	=	81 GB for JPEG's	
32,400 Images	@	4,000 Images Per Gigabyte for TIFF Format	=	9 GB for TIFF's	

Stage 1

		On-Site Scan and Travel with 8 Hour Access	=	\$1,000.00	
32,400 Images	@	\$0.115 Per M Image to Scan 300dpi JPEG & Inspect Content	=	\$3,726.00	
32,400 Images	@	\$0.015 Per Image to Convert JPEG to B&W TIFF	=	\$486.00	
0 Images	@	\$0.02 Per Image to Convert JPEG to B&W TIFF - Photostat	=	\$0.00	
2 Drives	@	\$250.00 Per USB Hard Drive, Copying & Backup	=	\$500.00	100%
1 Shipment	@	\$40.00 Per USB Hard Drive Shipment	=	<u>\$40.00</u>	\$5,752.00

Total Investment = \$5,752.00

****Scanning at Archives**

Phase 5: Estimated Investment to Scan Deed, Mortgage and Misc. Record Books On-Site

Bound Books

4 Books @ 700 Pages Per Book (Mortgage Books) = 2,800 Images

Mechanical Books

1 Book @ 600 Pages Per Book (Deed Books) = 600 Images

17 Books @ 600 Pages Per Book (Miscellaneous Books) = 10,200 Images

33 Books @ 700 Pages Per Book (Mortgage Books) = 23,100 Images

50 Books @ 650 Pages Per Book (Notary Books) = 32,500 Images

38 Books @ 650 Pages Per Book (Power of Attorney Books) = 24,700 Images

93,900 Images @ 15% Poor Quality Pages = 14,085 Poor Quality

93,900 Images @ 40% Multiple Documents per Page = 37,560 Multi-Docs

93,900 Images @ 0% Dual Polarity Pages / Marginal Notations = 0 Dual Polarity

2,800 Images @ 600 Bound Images Scanned per Hour (1 Scanner) = 5 On-Site Hours

91,100 Images @ 3,600 Mechanical Images Scanned per Hour (2 Scanners) = 26 On-Site Hours

31 Hours @ 22 Hours Per Day with 24 Hour Access = 2 On-Site Days

93,900 Images @ 400 Images Per Gigabyte for JPEG Format = 235 GB for JPEG's

93,900 Images @ 4,000 Images Per Gigabyte for TIFF Format = 24 GB for TIFF's

Stage 1

On-Site Scan and Travel with 24 Hour Access = \$2,000.00

2,800 Images @ \$0.215 Per B Image to Scan 300dpi JPEG & Inspect Content = \$602.00

91,100 Images @ \$0.115 Per M Image to Scan 300dpi JPEG & Inspect Content = \$10,476.50

93,900 Images @ \$0.015 Per Image to Convert JPEG to B&W TIFF = \$1,408.50

0 Images @ \$0.02 Per Image to Convert JPEG to B&W TIFF - Photostat = \$0.00

2 Drives @ \$250.00 Per USB Hard Drive, Copying & Backup = \$500.00 32%

1 Shipment @ \$40.00 Per USB Hard Drive Shipment = \$40.00 \$15,027.00

Stage 2

93,900 Images @ \$0.035 Per TIFF to Remove Excess Borders = \$3,286.50

93,900 Images @ \$0.035 Per TIFF to Inspect & Report Quality = \$3,286.50

37,560 Images @ \$0.035 Per TIFF to Duplicate Multi-Doc Pages = \$1,314.60

131,460 Images @ \$0.06 Per TIFF to Manually Group & Index = \$7,887.60

131,460 Images @ \$0.06 Per TIFF to Double Group, Index & Verify = \$7,887.60

1 Drive @ \$250.00 Per USB Hard Drive, Copying = \$250.00 50%

1 Shipment @ \$40.00 Per USB Hard Drive Shipment = \$40.00 \$23,952.80

Stage 3

14,085 Images @ \$0.40 Per TIFF to Enhance & Replace Poor Quality = \$5,634.00

75,120 Images @ \$0.035 Per TIFF to Mask Unwanted Documents = \$2,629.20

0 Images @ \$0.035 Per TIFF to Reverse Dual Polarity / Marginal Notations = \$0.00

1 Drive @ \$250.00 Per USB Hard Drive, Copying = \$250.00 18%

1 Shipment @ \$40.00 Per USB Hard Drive Shipment = \$40.00 \$8,553.20

Total Investment = \$47,533.00

Phase 6: Estimated Investment to Scan Various Record Books On-Site

Bound Books

1 Book	@	640 Pages per Book (Abstract of Water Appropriation Book)	=	640 Images
1 Book	@	40 Pages per Book (Attachment Book)	=	40 Images
1 Book	@	600 Pages per Book (Certificate of Appropriation Book)	=	600 Images
1 Book	@	700 Pages per Book (Mining Book)	=	700 Images

Mechanical Books

3 Books	@	600 Pages Per Book (Certificate of Appropriation Books)	=	1,800 Images
1 Book	@	125 Pages Per Book (County Road Resolutions Book)	=	125 Images
5 Books	@	650 Pages Per Book (Judgement Lien Books)	=	3,250 Images
62 Books	@	650 Pages Per Book (Lien Books)	=	40,300 Images
5 Books	@	450 Pages Per Book (Military Discharge Books)	=	2,250 Images
110 Books	@	700 Pages Per Book (Mining Books)	=	77,000 Images
20 Books	@	600 Pages Per Book (Receiving Books)	=	12,000 Images
37 Books	@	300 Pages Per Book (Receiving Books)	=	11,100 Images

149,805 Images	@	15% Poor Quality Pages	=	22,471 Poor Quality
149,805 Images	@	40% Multiple Documents per Page	=	59,922 Multi-Docs
149,805 Images	@	0% Dual Polarity Pages / Marginal Notations	=	0 Dual Polarity
1,980 Images	@	600 Bound Images Scanned per Hour (1 Scanner)	=	4 On-Site Hours
147,825 Images	@	3,600 Mechanical Images Scanned per Hour (2 Scanners)	=	42 On-Site Hours
46 Hours	@	22 Hours Per Day with 24 Hour Access	=	3 On-Site Days
149,805 Images	@	400 Images Per Gigabyte for JPEG Format	=	375 GB for JPEG's
149,805 Images	@	4,000 Images Per Gigabyte for TIFF Format	=	38 GB for TIFF's

Stage 1

		On-Site Scan and Travel with 24 Hour Access	=	\$3,000.00
1,980 Images	@	\$0.215 Per B Image to Scan 300dpi JPEG & Inspect Content	=	\$425.70
147,825 Images	@	\$0.115 Per M Image to Scan 300dpi JPEG & Inspect Content	=	\$16,999.88
149,805 Images	@	\$0.015 Per Image to Convert JPEG to B&W TIFF	=	\$2,247.08
0 Images	@	\$0.02 Per Image to Convert JPEG to B&W TIFF - Photostat	=	\$0.00
2 Drives	@	\$250.00 Per USB Hard Drive, Copying & Backup	=	\$500.00 31%
1 Shipment	@	\$40.00 Per USB Hard Drive Shipment	=	<u>\$40.00</u> \$23,212.65

Stage 2

149,805 Images	@	\$0.035 Per TIFF to Remove Excess Borders	=	\$5,243.18
149,805 Images	@	\$0.035 Per TIFF to Inspect & Report Quality	=	\$5,243.18
59,922 Images	@	\$0.035 Per TIFF to Duplicate Multi-Doc Pages	=	\$2,097.27
209,727 Images	@	\$0.06 Per TIFF to Manually Group & Index	=	\$12,583.62
209,727 Images	@	\$0.06 Per TIFF to Double Group, Index & Verify	=	\$12,583.62
1 Drive	@	\$250.00 Per USB Hard Drive, Copying	=	\$250.00 51%
1 Shipment	@	\$40.00 Per USB Hard Drive Shipment	=	<u>\$40.00</u> \$38,040.86

Stage 3

22,471 Images	@	\$0.40 Per TIFF to Enhance & Replace Poor Quality	=	\$8,988.40
119,844 Images	@	\$0.035 Per TIFF to Mask Unwanted Documents	=	\$4,194.54
0 Images	@	\$0.035 Per TIFF to Reverse Dual Polarity / Marginal Notations	=	\$0.00
1 Drive	@	\$250.00 Per USB Hard Drive, Copying	=	\$250.00 18%
1 Shipment	@	\$40.00 Per USB Hard Drive Shipment	=	<u>\$40.00</u> \$13,472.94

Total Investment = \$74,726.45

Phase 7: Estimated Investment to Scan Index Books On-Site

Mechanical Books

40 Books	@	500 Pages Per Book (Grantor Index Books)	=	20,000 Images	
40 Books	@	500 Pages Per Book (Grantee Index Books)	=	20,000 Images	
40,000 Images	@	15% Poor Quality Pages	=	6,000 Poor Quality	
40,000 Images	@	0% Multiple Documents per Page	=	0 Multi-Docs	
40,000 Images	@	0% Dual Polarity Pages / Marginal Notations	=	0 Dual Polarity	
40,000 Images	@	3,600 Mechanical Images Scanned per Hour (2 Scanners)	=	12 On-Site Hours	
12 Hours	@	22 Hours Per Day with 24 Hour Access	=	1 On-Site Day	
40,000 Images	@	400 Images Per Gigabyte for JPEG Format	=	100 GB for JPEG's	
40,000 Images	@	4,000 Images Per Gigabyte for TIFF Format	=	10 GB for TIFF's	

Stage 1

		On-Site Scan and Travel with 24 Hour Access	=	\$1,000.00	
40,000 Images	@	\$0.115 Per M Image to Scan 300dpi JPEG & Inspect Content	=	\$4,600.00	
40,000 Images	@	\$0.015 Per Image to Convert JPEG to B&W TIFF	=	\$600.00	
0 Images	@	\$0.02 Per Image to Convert JPEG to B&W TIFF - Photostat	=	\$0.00	
2 Drives	@	\$250.00 Per USB Hard Drive, Copying & Backup	=	\$500.00	44%
1 Shipment	@	\$40.00 Per USB Hard Drive Shipment	=	<u>\$40.00</u>	\$6,740.00

Stage 2

40,000 Images	@	\$0.035 Per TIFF to Remove Excess Borders	=	\$1,400.00	
40,000 Images	@	\$0.035 Per TIFF to Inspect & Report Quality	=	\$1,400.00	
0 Images	@	\$0.035 Per TIFF to Duplicate Multi-Doc Pages	=	\$0.00	
40,000 Images	@	\$0.035 Per TIFF to Manually Group & Index	=	\$1,400.00	
40,000 Images	@	\$0.035 Per TIFF to Double Group, Index & Verify	=	\$1,400.00	
1 Drive	@	\$250.00 Per USB Hard Drive, Copying	=	\$250.00	38%
1 Shipment	@	\$40.00 Per USB Hard Drive Shipment	=	<u>\$40.00</u>	\$5,890.00

Stage 3

6,000 Images	@	\$0.40 Per TIFF to Enhance & Replace Poor Quality	=	\$2,400.00	
0 Images	@	\$0.035 Per TIFF to Mask Unwanted Documents	=	\$0.00	
0 Images	@	\$0.035 Per TIFF to Reverse Dual Polarity	=	\$0.00	
1 Drive	@	\$250.00 Per USB Hard Drive, Copying	=	\$250.00	18%
1 Shipment	@	\$40.00 Per USB Hard Drive Shipment	=	<u>\$40.00</u>	\$2,690.00

Total Investment = \$15,320.00

Phase 8: Estimated Investment to Scan Tract Books On-Site

Oversized Mechanical Books

1 Book	@	50 Pages Per Book (Record of Road Conditions Book)	=	50 Images	
31 Books	@	500 Pages Per Book (Subdivision Books)	=	15,500 Images	
68 Books	@	500 Pages Per Book (Township/Range Books)	=	34,000 Images	
49,550 Images	@	15% Poor Quality Pages	=	7,433 Poor Quality	
49,550 Images	@	800 OS Mechanical Images Scanned per Hour (2 Scanners)	=	62 On-Site Hours	
62 Hours	@	22 Hours Per Day with 24 Hour Access	=	3 On-Site Days	
49,550 Images	@	400 Images Per Gigabyte for JPEG Format	=	124 GB for JPEG's	
49,550 Images	@	4,000 Images Per Gigabyte for TIFF Format	=	13 GB for TIFF's	

Stage 1

		On-Site Scan and Travel with 24 Hour Access	=	\$3,000.00	
49,550 Images	@	\$0.215 Per OS M Image to Scan 300dpi JPEG & Inspect Content	=	\$10,653.25	
49,550 Images	@	\$0.015 Per Image to Convert JPEG to B&W TIFF	=	\$743.25	
0 Images	@	\$0.02 Per Image to Convert JPEG to B&W TIFF - Photostat	=	\$0.00	
2 Drives	@	\$250.00 Per USB Hard Drive, Copying & Backup	=	\$500.00	41%
1 Shipment	@	\$40.00 Per USB Hard Drive Shipment	=	<u>\$40.00</u>	\$14,936.50

Stage 2

49,550 Images	@	\$0.035 Per TIFF to Remove Excess Borders	=	\$1,734.25	
49,550 Images	@	\$0.035 Per TIFF to Inspect & Report Quality	=	\$1,734.25	
49,550 Images	@	\$0.15 Per TIFF to Manually Group & Index ¹	=	\$7,432.50	
49,550 Images	@	\$0.15 Per TIFF to Double Group, Index & Verify ¹	=	\$7,432.50	
1 Drive	@	\$250.00 Per USB Hard Drive, Copying	=	\$250.00	51%
1 Shipment	@	\$40.00 Per USB Hard Drive Shipment	=	<u>\$40.00</u>	\$18,623.50

Stage 3

7,433 Images	@	\$0.40 Per TIFF to Enhance & Replace Poor Quality	=	\$2,973.20	
1 Drive	@	\$250.00 Per USB Hard Drive, Copying	=	\$250.00	9%
1 Shipment	@	\$40.00 Per USB Hard Drive Shipment	=	<u>\$40.00</u>	\$3,263.20

Total Investment = \$36,823.20

¹Instrument Number, Subdivision or Township/Range

Phase 9: Estimated Investment to Full Index Reception Records

Typed Reception Records

12,000 Docs	@	\$1.53 Per Document to Double Pass Index & Verify	=	\$18,360.00
2 Drives	@	\$250.00 Per USB Hard Drive, Copying & Backup	=	\$500.00
1 Shipment	@	\$40.00 Per USB Hard Drive Shipment	=	<u>\$40.00</u>

Total Investment = \$18,900.00

NOTE: US Imaging will key legal descriptions per the document. We will not be verifying the document against the Tract Books, if there are any discrepancies between the two, we will be indexing per the information on the document.

ACCEPTANCE AND AUTHORIZATION:

The proposed quantities above are estimated, invoiced quantities will be actual. Invoices will be issued when at Stage 1, Stage 2, and Stage 3. Stages can be divided into multiple shipments & invoices if desired.

All hard drives, images and indexes are the exclusive property of the County. US Imaging will not reproduce or distribute Campbell County images and/or indexes to any other entity except Campbell County.

Campbell County may designate acceptance of this proposal by signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

During the term of this agreement, US Imaging, Inc., agrees to extend quoted per item prices, terms and conditions to all Government Agencies that may benefit from Cooperative Purchasing as applicable by their local and state regulations.

In exchange for products and services outlined in this proposal, Campbell County agrees to pay US Imaging, Inc., the total amount due within 45 days from the date of invoice. Any amounts outstanding will be assessed a finance charge of 1.5% per month on the unpaid balance.

US Imaging also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

Accepted by:

Susan Saunders
 Clerk
 Campbell County
 500 S. Gillette Avenue, Suite 1600
 Gillette, WY 82716

Signature: _____

Date: _____

Accepted by:

Eric Nejedly
 Western Account Manager
 US Imaging, Inc.
 400 S. Franklin Street
 Saginaw, MI 48607

Signature:  _____

Date: July 1, 2020

Please Check the Approved Phase(s):

Phase 1: Scan Print Books 2176-3246 On-Site =	_____ \$122,033.50
Phase 2: Scan Print Books 725-2175 On-Site =	_____ \$261,755.00
Phase 3: Scan Photo Books at Archives On-Site (Stage 1 ONLY) =	_____ \$82,958.00
Phase 4: Scan Various Record Books at Archives On-Site (Stage 1 ONLY) =	_____ \$5,752.00
Phase 5: Scan Deed, Mortgage & Misc. Record Books On-Site	_____ \$47,533.00
Phase 6: Scan Various Record Books On-Site =	_____ \$74,726.45
Phase 7: Scan Index Books On-Site	_____ \$15,320.00
Phase 8: Scan Tract Books On-Site =	_____ \$36,823.20
Total Estimated Investment =	<u>\$646,901.15</u>

Phase 9: Full Index Reception Records (Future Project) _____ \$18,900.00

