

AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

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

OCTOBER 6, 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 – Flash Vote Ivy McGowan-Castleberry

REGULAR BUSINESS

- E. [9:20 Domestic Violence Awareness Month](#) Shawna McDonald
- F. [9:25 WIC Program Grant Agreement](#) Jane Glaser
- G. [9:30 Community Services Block Grant \(CSBG\) Contract](#) Sandy Lenz/Beth Raab
- H. [9:35 CSBG CARES Act Grant Funding Contract](#) Sandy Lenz/Beth Raab
- I. [9:40 CSBG CARES Act Subaward Agreement, Council of Community Services](#) Mikel Scott
- J. [9:45 EWU Student Affiliation Agreement, Children's Developmental Services](#) Bob Tranas
- K. [9:50 Board Appointments, McKenney ISD](#) Charity Stewart
- L. [9:55 District Support Grant, Pinnacle Heights ISD](#) Kevin King
- M. [10:00 Gillette College Rodeo Lease Agreement – North Landfill Property](#) Carol Seeger
- N. [10:05 Statement of Recommendation - New Community College District Formation](#) Carol Seeger

PUBLIC HEARING

- O. [10:15 RTFO Zoning Request](#) Megan Nelms

*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.

REGULAR BUSINESS II

- P. 10:20 RTFO Zoning Request Megan Nelms
- Q. [10:25 Amended Tower Lease Agreement, Dump Hill Tower](#) Carol Seeger
- R. [10:30 Shuttle Van, Senior Center](#) Tony Langone
- S. [10:35 EDA Grant Award, Carbon Valley Global Marketing & Branding Campaign](#) Ivy McGowan-Castleberry
- T. [10:40 Commitment to Veteran Support and Outreach Act, Letter of Support](#) Carol Seeger

RECESS

WORKSKHOP - GAMB Cottonwood Room

- U. 1:00 WylC Presentation by Arete

ADJOURN

Consent Agenda

MINUTES

Board of Commissioners Directors Workshop, September 14, 2020
Board of Commissioners Regular Meeting, September 15, 2020
Board of Commissioners Museum Board Meeting, September 15, 2020
Board of Commissioners Lodging Tax Board Meeting, September 17, 2020
Board of Commissioners Public Health Board Meeting, September 17, 2020
Board of Commissioners Special Meeting, September 28, 2020
Board of Commissioners Executive Session, September 28, 2020

MONTHLY REPORTS

County Clerk – August 2020
Sheriff's Office, Detention – August 2020
Campbell County Clerk – Census 2020 Report
Campbell County Treasurer – Census 2020 Report

PAYROLL PAYMENTS

September 5, 2020
September 19, 2020

CATERING PERMITS

Pokey's BBQ & Smokehouse for Miller & Bishop Wedding Reception at the Arthum Equine Barn on October 10, 2020.

MOBILE COMPUTING DEVICE REQUESTS

Adult Treatment Court – Michelle Johansen, Administrative Assistant

POSITION VACANCY JUSTIFICATIONS

Sheriff's Office – Administrative Assistant
Sheriff's Office – Deputy Sheriff or Detention Officer

PUBLIC COMMENT LETTER

Submission of a public comment letter to the U.S. Fish & Wildlife Service regarding the rule changes being proposed to the regulations for designating critical habitat to assist in the implementation of the Endangered Species Act.

HAND WARRANTS

Campco Federal Credit Union	\$276.01
	AMOUNT
Campbell County Clerk Tax Account	301,129.39
Campbell County Parks & Recreation Activity Fund	31.00
Campbell County Treasurer – HSA/FLX	43,944.19
Great West Trust Company	36,380.12
Wyoming Child Support	1,688.38

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Wyoming Department of Revenue & Taxation	1,648.08
WAG – Division of Criminal Investigations	39.00
Campbell County Clerk Tax Account	301,604.13
Campco Federal Credit Union	276.01
Campbell County Parks & Recreation Activity Fund	31.00
Campbell County Treasurer – HSA/FLX	43,853.88
Great West Trust Company	35,430.00
Wyoming Child Support	1,688.30
HM Life Insurance Company	176,954.49
Gallagher Benefit Services (Reliance)	20,226.11
VSP of Wyoming	8,292.00
CCEHBTA – Health	769,583.51
CCEHBTA – Dental	42,829.50
Delta Dental Plan of Wyoming	1,930.50
WAG – Division of Criminal Investigations	117.80

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

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

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

Office of County Commissioners
September 14, 2020
Gillette, WY

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, September 14, 2020 at 1:30 PM.

Present were Rusty Bell, DG Reardon, Colleen Faber, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director; Ivy McGowan Castleberry, Public Information Coordinator; Brandy Elder, HR Director; Crystal Nichols, HR/Risk Manager Generalist, Tony Langone, Fleet Manager; Jeff Esposito, Cam-Plex Director; Jeff Bender, Fire Chief; JR Fox, Division Chief-Fire; Bob Tranas, CDSCC Director, Rick Mansur, Parks & Recreation Director; Kevin Geer, Park Superintendent; Kelly Wallem, Office Manager-Attorney; Todd Chatfield, Director of Operations-Airport; Jay Lundell Airport Director; Jane Glaser, Public Health Director; Quade Schmelzle, Weed & Pest Director; Terri Lesley, Library Director; Liz Edwards, Fair Coordinator; Kevin Geis, Road and Bridge Director; Kevin King, Public Works Director and Jenny Staeben, Deputy County Attorney. Commissioners Del Shelstad and Bob Maul were absent from the meeting.

Discussion was held on position vacancy justifications for Cam-Plex and Public Health.

Jane Glaser provided information on the county flu clinic and on COVID 19 testing.

Brandy Elder presented the revised county evaluation training.

Commissioner Bell asked for departments to look for operational efficiencies and to share what they have found.

Carol Seeger provided an update on the Community College Task Force.

Rick Mansur and Kevin Geer provided an update on the Ice Arena repairs.

Terri Lesley provided an update on the door and key fob project at the library.

Jeff Bender and J.R. Fox provided an update on wildland fires, hazard spill on I-90 and on the Horse Creek Butte fire.

Discussion was held with Tony Langone on the proposed vehicle bids.

Carol Seeger provided an update on the Regional Water Panel vacancy.

Quade Schmelzle provided a grasshopper spraying update.

Commissioner Bell announced one of the XPrize teams from the ITC has concrete blocks

available to the County.

A telephone regulatory workshop was held with Dru Consulting.

There being no further business to come before the Board the meeting was adjourned at 4:00 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

DG Reardon, Chairman
Board of County Commissioners

Office of County Commissioners
September 15, 2020
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, September 15, 2020. Chairman Reardon called the meeting to order at 9:00 AM. Pastor Ed Sisti 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 Parks and Recreation Board Meeting, August 24, 2020
Board of Commissioners Senior Center Board Meeting, August 26, 2020
Board of Commissioners Children's Developmental Services Board Meeting,
August 26, 2020
Board of Commissioners Directors Workshop, August 31, 2020
Board of Commissioners Regular Meeting, September 1, 2020

MONTHLY REPORTS:

Clerk of District Court – August 2020
Sheriff's Department – August 2020
Treasurer's Office – July 2020
Treasurer's Office – August 2020

PAYROLL PAYMENTS:

August 22, 2020
August 31, 2020

CANCELLATION/REBATE OF TAXES:

#4157

CAPITAL REQUESTS:

Parks & Recreation – To repair an eight-inch steel pipe located underground for the cool floor system at Spirit Hall Ice Area in the total amount of \$53,500; transfer \$37,000 from 083.7272.09 to 083.7271.02 and \$16,500 from 020.7173.5 to 020.7271.02.

Public Works – To purchase a replacement traffic analyzer, MHCORBIN NC_350, for conducting in-house traffic studies; transfer \$2,590 from Capital Contingency 800.7268 to 830.7191.

POSITION VACANCY JUSTIFICATIONS:

CAM-PLEX – Event Technician
Public Health – WIC Specialist

HAND WARRANTS:

Campco Federal Credit Union	\$276.01
Campbell County Clerk Tax Account	301,917.12
Campbell County Parks & Recreation Activity Fund	31.00
Campbell County Treasurer – HSA/FLX	43,999.65

Great West Trust Company	35,741.66
Wyoming Child Support	1,722.99
Circuit Court of Campbell County	70.00
Campbell County Sheriff Civil Account	50.00
HM Life Insurance Company	179,529.48
Campco Federal Credit Union	950.00
Campbell County Clerk Tax Account	20,822.98
Great West Trust Company	4,525.00
Campbell County Treasurer – HSA/FLX	2,437.49
WAG – Division of Criminal Investigation	78.00
CCEHBTA – Health	771,251.52
CCEHBTA – Dental	42,993.50
Delta Dental Plan of Wyoming	1,831.50
VSP of Wyoming	8,210.24
Gallagher Benefit Service (Reliance)	20,216.60

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

Holly Galloway provided public comment and information on September 27th being National Gold Star Day.

Toni Brown and Cadet/Master Sergeant Baker provided information and requesting participation for the 2020 Wreaths across America Program.

Ashley McRae, Community Prevention Specialist, was presented with the Most Valuable Personnel Award.

Commissioner Faber moved to appoint Kevin Geis to serve as a viewer in the petition regarding Jenkins Road, in accordance with Wyoming Statute § 24-3-101, as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to take under advisement the request from Wyoming Downs, LLC to conduct pari-mutuel wagering on live horse racing, historic horse racing, and simulcast events at all bars and legally authorized establishments within Campbell County. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the purchase of vehicles from the identified Vendors at the determined cost per unit for the County Fleet as follows: Two (2) Three Quarter (3/4) Ton Extended Cab Pick Up Trucks from Thunder Basin Ford in the total amount of \$31,482 per vehicle for Road and Bridge; one (1) Full Size Cargo Van from Thunder Basin Ford in the total amount of \$29,607 per vehicle for Public Works Maintenance; two (2) Mid-Size AWD SUV's from Whites Energy Motors in the total amount of \$29,000 per vehicle for Public Health; eight (8) AWD Police Sedans from Whites Energy Motors in the total amount of \$30,416 per vehicle for Sheriff's Office; four (4) Police SSV Crew Cab Pick Up Trucks from Whites Energy Motors in the total amount of \$29,775 per vehicle for Sheriff's Office; one (1) Police AWD SUV from

Whites Energy Motors in the total amount of \$34,480 per vehicle for Sheriff's Office; two (2) Work Utility Side by Sides With Cabs and one (1) Plow from Grossenburg in the total amount of \$43,474 for Cam-Plex. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the Delegation Agreement between Campbell County and the Wyoming Department of Environmental Quality, delegating the authority to enforce and administer the permitting and inspection of small wastewater facilities, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve Resolution Number 2052 designating the Campbell County Public Works Director as the Delegated Local Official to enforce and administer the review and permitting delegated in the Delegation Agreement between the Wyoming Department of Environmental Quality and Campbell County, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Maul moved to approve the Service Missionary Volunteer Memorandum of Understanding and First Addendum between Campbell County and The Church of Jesus Christ of Latter-Day Saints to provide volunteer services to Campbell County, as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the resignation of Lalia Jagers from the Rockpile Museum Board and appoint Lucas Fralick to serve an unexpired term ending June 30, 2022, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the Reimbursement Agreement between Campbell County and the State of Wyoming, Office of State Lands and Investments (OSLI) for the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to reimburse expenditures approved by the State Loan and Investments Board (SLIB) in the amount of \$6,404,453, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve the modification of the Gillette Technical Education Center by enclosing the second-floor mezzanine to create a classroom with costs associated with the modification being born by the Northern Wyoming Community College District, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve the Lease Agreement between Visionary Communications, Inc. and Campbell County for the tower presently located on the South Landfill Property on Westover Road with lease payments of \$1,500 per year and an initial three-year term subject to the installation of fencing and a gate, as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 10:45 AM. The next regular meeting of the Commissioners will be held Tuesday, October 6, 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
September 15, 2020
Gillette, WY

The Campbell County Board of Commissioners met with the Museum Board, Tuesday, September 15, 2020 at 6:00 PM.

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

Discussion was held on the Museum having its own social media platform and on a social media policy.

Discussion was held on when the Museum would be receiving a vehicle.

Discussion was held on the possibility of charging an admission fee at the Museum.

Discussion was held on parking on the lot next door.

Discussion was held the Museum Board vacancy being filled.

Discussion was held on the condition of the grounds at the Museum.

No action was taken at the Museum Board meeting, the Commissioners left the meeting at 6:45 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

DG Reardon, Chairman
Board of County Commissioners

Office of County Commissioners
September 17, 2020
Gillette, WY

The Campbell County Board of Commissioners met with the Lodging Tax Board, Thursday, September 17, 2020 at 3:00 PM.

Present were Bob Maul, DG Reardon, Colleen Faber, Del Shelstad, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director; Jenny Staeben Deputy County Attorney and members of the Lodging Tax Board. Commissioner Rusty Bell was present telephonically.

Jessica Seders, CCCVB Director, provided a financial update, the impact that COVID 19 has had and announced that the move into the Chamber of Commerce is going well.

Mary Silvernell provided an update on the PAC for the Lodging Tax ballot question.

Commissioner Shelstad moved to approve the letter of support for the 2020 proposed amendments to the Endangered Species Act. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

There being no further business to come before the Commissioners, they left the meeting at 3:50 PM.

Susan F. Saunders, County Clerk
Board of Commissioners

DG Reardon, Chairman
Board of Commissioners

Office of County Commissioners
September 17, 2020
Gillette, WY

The Campbell County Board of Commissioners attended the Public Health Board meeting, Thursday, September 17, 2020 at 7:00 PM.

Present were DG Reardon, Del Shelstad, Colleen Faber, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director; Jenny Staeben, Deputy County Attorney and Public Health Board members. Commissioner Rusty Bell was present telephonically and Commissioner Bob Maul was absent from the meeting.

Jane Glaser, Public Health Director, provided an update on position vacancies, COVID-19 and the Flu Clinic.

Discussion was held on the COVID-19 Cares grant Public Health is getting and the possibility of purchasing two AccuVax refrigeration units with the grant funds.

Jane Glaser announced that Public Health has been nominated for the Sherry McGrath Spirit of Gillette Award.

Discussion was held on Wyoming Frontier Information Health information exchange.

There being no further action to come before the Board, the Commissioners left the meeting at 8:00 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

DG Reardon, Chairman
Board of County Commissioners

Office of County Commissioners
September 28, 2020
Gillette, Wyoming

Special Meeting

The Campbell County Board of Commissioners met in a Special Meeting, Monday, September 28, 2020 at 1:00 PM.

The purpose of the Special Meeting was to consider approval of a catering permit to Bar & Liquor for a wedding reception on October 3, 2020.

Present were DG Reardon, Rusty Bell, Del Shelstad, Colleen Faber, Commissioners; Kendra Anderson, Deputy County Clerk; Carol Seeger, Commissioners Administrative Director and Jenny Staeben, Deputy County Attorney. Commissioner Maul was present via telephone.

Commissioner Shelstad moved to approve the catering permit for Bar & Liquor. LLC to cater a wedding on October 3, 2020, at Prairie Sky Venue. Commissioner Faber seconded the motion. Commissioner Bell recused himself from the discussion and abstained from the vote, due to a conflict of interest. All Voted – Aye. Carried.

Commissioner Bell moved to convene into executive session to discuss pending litigation. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

The Commissioners reconvened into the Special Meeting at 1:25 PM.

There being no further business to come before the Board, the meeting was adjourned at 1:25 PM.

Kendra Anderson, Deputy Clerk
Board of County Commissioners

DG Reardon, Chairman
Board of County Commissioners

County Clerk
Monthly Statement
August 2020

11/10/20

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

The State of Wyoming }
County of Campbell } ss.

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

County Clerk

By _____
Deputy

COUNTY CLERK'S MONTHLY STATEMENT

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

45560-Recording Fees	\$23,795.00
45610-Marriage Licenses.....	\$1,230.00
45570-Chattel Mortgages.....	\$14,134.00
45580-Certificates of Titles.....	\$31,545.00
45560-Misc Receipts Vault	\$1,246.00
45620-Misc Receipts Front	\$145.00
45600-VINS.....	\$4,200.00
IDOC Market...Autodeposited in FNBClerk...	\$7,575.00 ///1.4694.1
TOTAL	\$83,870.00

Info for Treasurer's Office

WY Titles	<u>2,103</u>	@ \$15.00 =	\$31,545.00
SO Vins	<u>164</u>	@ \$10.00 =	\$1,640.00
PD Vins	<u>240</u>	@ \$10.00 =	\$2,400.00
GF Vins	<u>16</u>	@ \$10.00 =	\$160.00
HP Vins		@ \$10.00 =	_____
WC Vins		@ \$10.00 =	_____

STATE OF WYOMING)
)ss.
 COUNTY OF CAMPBELL)

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

IN WITNESS my hand and seal the 2nd day of Sept., 2020

Susan F. Saunders, Campbell County Clerk



BY: AK Daemy, Deputy

SHERIFF'S OFFICE-DETENTION
MONTHLY REPORT
AUGUST 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-*DETENTION CENTER*

Statement of the collection of **Scott D. Matheny** as Sheriff within and for the County of Campbell, State of Wyoming, for the month ending **August 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.

COUNTY SHERIFF

Juvenile Housing	\$750.00
Parolee Housing	\$4,420.00
CCCF Housing	\$3,420.00
Probation Sanctions	\$120.00
Town of Wright Housing	\$25.00
Restitution	\$212.50
Medical Reimbursement	1,038.03
City of Gillette Housing	\$9,725.00
U.S. Marshal Housing	\$2,340.00
U.S. Marshal Transports	\$998.75
Juvenile Housing	\$13,575.00
Bureau of Prisons Housing	\$2,405.00
TOTAL	\$39,029.28

*****Direct Deposit*****

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

Date: 9-16-20

 Scott D. Matheny
 Campbell County Sheriff

Census:
ENTITY: Campbell County Clerk
COUNTY: CAMPBELL
CURRENT PRIMARY MAILING ADDRESS:
 P.O. Box 3010
 Gillette
 WY
 82717-3010
REPORT YEAR: 2020

DIRECT EXPENDITURES

F-66 (WY-1A) County Clerk's Abstract Statement													
Item Description	Omit Cents											Total	comments
	Wages/Salaries	Operations	Construction	Capital	Cash Transfers to county boards	User Charges and fees	Federal State Grants	Designated State/Local Revenues	County general revenues	Total			
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)				
Board of county commissioners	296,467	64,800										361,267	
County clerk	1,779,100	129,930		48,964								1,957,994	
County treasurer	1,154,641	136,449		16,817								1,307,907	
County assessor	1,050,379	140,120		2,495								1,192,994	
County sheriff	7,733,099	1,070,262		939,445								9,742,806	
County attorney	2,929,090	405,864		43,781								3,378,735	
County planner													
County surveyor	1,345,848	164,639	2,339,328	121,565								3,971,380	
County coroner	153,038	97,074										250,112	
Agricultural department	269,721	131,512		3,207								404,440	
District court	908,782	582,651		13,978								1,505,411	
Circuit court/Drug court	176,657	30,775										207,432	
Courthouse	2,149,816	1,093,158		126,298								3,369,272	
Jail	7,394,624	1,274,543	692,369	7,152								9,368,688	
Road and bridge	3,967,509	2,197,356	1,318,387	894,802								8,378,054	
Water commissioner													
Sewerage													
Civil defense/emergency management	146,137	65,701		15,553								227,391	
Elections	47,715	8,568										56,283	
Health (other than hospitals)	1,739,683	318,398	12,579	62,280								2,132,940	
County hospital													
Libraries	3,010,351	716,213	153,050	34,460								3,914,074	
Fair	107,280	416,602		5,550								529,432	
County airport	1,094,559	447,280	36,215	80,220								1,658,274	
Fire					4,797,270							4,797,270	
Protective inspection and regulation													
Trash collection/landfill	1,478,844	559,372	4,781,283	122,370								6,941,869	
Natural resources		300,000										300,000	
Parks/Recreation/Museums	4,460,244	1,807,551	327,752	735,517	4,621,940							11,953,004	
Financial administration	1,496,274	1,352,014		1,107,185								3,955,473	
Juvenile probation	943,992	35,313		1,724								981,029	
Social services - Welfare	5,863,948	304,603		103,565								6,272,116	
Social services - Other	433,344	1,848,437	73,806	125,885								2,481,472	
County administration	769,269	1,773,939		301,393								2,844,601	
Miscellaneous Expenditures													
Economic Development		309,278										309,278	

Miscellaneous Total		309,278				309,278				
Total EXPENDITURES	52,900,411	17,782,402	9,734,769	4,914,206	9,419,210	94,750,998				

COMMENTS

COMMENTS In addition we have the following: Wellness(b)74980, Fleet(a)108206(b)15411(d)24319, Grants(a)543,032(b)5038604, College Campus(b) 886800 (c)1607544, Improvement Service Water and Sewer Dlstrlcts(b)87303, Workers Compensation, Unemployment(a)383,697, Property Llablity(b)878843,

DATA SUPPLIED BY

Name of Official: Susan F. Saunders
Title: County Clerk
Phone: 307.682.7285
Fax: 307.687.6255
Email: sfs02@ccgov.net

Chairman

Date

Census:
ENTITY: Campbell County Treasurer
COUNTY: CAMPBELL
CURRENT PRIMARY MAILING ADDRESS:

P.O. Box 1027
 Gillette
 WY
 82717-1027

REPORT YEAR: 2020

PART I : TAXES - ALL FUNDS

F-66 (WY-1) County Treasurer's Abstract Statement		
TAXES	Omit Cents	
	Total Collected (a)	County portion of (b)
Item Description		
Property taxes collected	233,421,242	43,086,314
Delinquent taxes collected	21,159,741	3,888,980
Penalties and interest 18%	278,423	49,256
One-half percent collection fee retained	17,686	17,686
Proceeds of tax sales - include cost of tax sales	3,320	3,320
Resort district taxes		
Economic development taxes		
Capital facility - 1% option	76,609	
County option 1% - General Revenue	8,089,029	8,089,029
Enhanced 911	443,275	443,275
Lodging tax (Total collected)	476,952	
Motor vehicle registration fees includes apportioned an nonapportioned	14,958,452	2,650,768
Occupational and business licenses and permits	7,656	7,656
Nonbusiness licenses and permits	14,260	14,260
TOTAL TAXES	278,946,645	58,250,544
Taxes for education - Enter here the amount of your county's 6 mil school tax	26,541,804	26,541,804

PART II : INTERGOVERNMENTAL REVENUE

A. DIRECT FEDERAL AID - Funds received by Federal Check or Warrant only		
Item Description	Omit Cents	
	Total Collected (a)	County portion of (b)
Airport	2,239,487	2,239,487
PILT	954,232	954,232
Federal - Road and Bridge		
community services block Grant	199,090	199,090
Bankhead-Jones	145,474	145,474
Wildlife Refuge (indicate Federal agency)		
Disaster Assistance - FEMA		
BLM grants		
Prisoner care	214,709	214,709
Other - Specify		
Medicaid, Medicare, Misc Grants	2,375,705	2,375,705

TOTAL FEDERAL AID	6,128,697	6,128,697
B. STATE AID		
Education		
General local government support		
4% sales and use tax	10,465,824	10,465,824
Mineral severance tax	444,608	444,608
Railroad car tax	177,417	33,323
Cigarette tax	35,131	35,131
Veteran's Exemption	181,647	32,859
Indian Exemption		
Appropriation from Legislature	288,769	288,769
Lottery and Pari-Mutuel Funds	936,793	936,793
All other amounts per definition of C30	297,544	297,544
Total general local government support	12,827,733	12,534,851
Health and hospitals		
Highway		
Gas tax	1,134,850	1,134,850
County roads	853,708	853,708
Total highway	1,988,558	1,988,558
Housing and community development		
Community development block grant		
Natural resources (Fire control)		
Public welfare		
Sewerage		
Water supply systems		
Electric power systems		
Gas supply systems		
Public mass transit systems		
All other State aid (except employee retirement system aid)		
Special fuels tax	1,872,062	1,872,062
US forest reserve		
Taylor Grazing Act	34,562	
State loan and investment board grants	483,572	483,572
Livestock - predatory animal control	79,139	
All other amounts per definition of C89	8,370,547	8,370,547
Subtotal All other State aid (except employee retirement system aid)	10,839,882	10,726,181
TOTAL STATE AID	25,656,173	25,249,590
C. FROM OTHER LOCAL GOVERNMENTS		
Education		
General local government support	499,849	499,849
Health and hospitals	2,351	2,351
Highways		

Housing and community development		
Public welfare		
Sewerage		
Utilities		
Water supply systems		
Electric power systems		
Gas supply systems		
Public mass transit systems		
All other local government revenue	222,020	222,020
TOTAL OTHER LOCAL GOVERNMENTS	724,220	724,220

PART III : MISCELLANEOUS REVENUE

Item Description	Omit Cents	
	Total Collected (a)	County portion of (b)
Special Assessments		
Sale of property		
Housing and community development		
Other county property	39,237	39,237
Interest earnings	2,429,278	2,429,278
Fines and forfeitures	1,276,912	
Rents	12,955	12,955
Royalties		
Donations from private sources		
Miscellaneous general revenue	2,841,106	2,841,106
TOTAL MISCELLANEOUS REVENUE	6,599,488	5,322,576

PART IV : CHARGES FOR SERVICES

Item Description	Omit Cents	
	Total Collected (a)	County portion of (b)
Airport transportation	548,746	548,746
Highway charges		
Housing and community development		
Parking facilities		
Parks and recreation		
Solid waste management fees	4,694,876	4,694,876
All other general current charges	3,646,496	2,250,234
TOTAL CHARGES FOR SERVICES	8,890,118	7,493,856
TOTAL REVENUE	326,945,341	103,169,483

PART V : INDEBTEDNESS

A. Long-term debt - Bonds, mortgages, etc. with an original term of more than one year issued in the name of your government or of particular agencies. **Exclude lease purchase installment contracts and amounts for compensated absences.**

Debt	Omit Cents			
	Outstanding at beginning of fiscal year	Issued during fiscal year	Retired during fiscal year	Outstanding at end of fiscal year

Public debt for privately owned housing or industrial or business purpose				
All other purposes				
B. Short-term (interest-bearing) debt - Tax-anticipation notes, bond-anticipation notes, interest-bearing warrants, and other obligations with a term of one year or less. Exclude accounts payable and other noninterest-bearing obligations.				
1. Amount outstanding at beginning of fiscal year				
2. Amount outstanding at end of fiscal year				
C. Interest on Debt - Amount of interest paid, including any interest on short-term or nonguaranteed obligations as well as general obligations. Include capitalized interest paid on construction loans.				

VI : DISBURSEMENTS

	Omit Cents
A. COUNTY WARRANTS PAID	102,785,996
B. DISBURSED TO COUNTY BOARDS (Not districts)	
Airport board	
Cemetery board	
Fair board	
Fire board	
Hospital board	
Library board	
Museum board	
Recreation board	
911 board	
Other - <i>Specify</i>	
TOTAL DISBURSED TO COUNTY BOARDS	
REMARKS	

VII : CASH AND INVESTMENTS ASSETS

NOTE - Report all cash and investments owned by the county using the following classifications. Please note in the a, b, c descriptions which fund types are applicable in each fund balance classification. Securities should be reported at market value as of the end of the fiscal year.	
	Omit Cents
	Cash and investments Total
A. Non-spendable Fund Balance – Cannot be spent because it is not in spendable form or legally/contractually required to remain intact.	
a. N/A	
b. N/A	
c. N/A	
B. Restricted Fund Balance – Constraints externally imposed or constrained by enabling legislation which has legal enforceability.	
a. Cash Accounts	9,709,648
b. Bld main, Campus Main, Campus Main Tech, Fleet Mgmt PLB, JT Pwrs Rec	55,335,691
c. Cap Fac Excess, CCSD Dist Fund, E911, General Held Rev, SCFM Road Funds, Town of Wright, Rec Maint, Prnghorn Main Reserve	13,813,415
C. Committed Fund Balance – Amounts only allowed for a specific purpose pursuant to constraints of formal action by highest level of entity authority. Such purpose cannot be changed except by the same type of action (i.e., legislation, resolution, and ordinance.)	

a. Cash Accounts	84
b. Capital Replacement Reserve, Cash Reserve	109,189,385
c. Gillette College A&E Center, Gillette College Rodeo, 1% Munic, 1% Optional	9,515,284
D. Assigned Fund Balance – Amounts constrained by government's intent to be used for specific purpose, but not restricted or committed.	
a. Cash Accounts	13,000,903
b. Health Benefits	4,084,854
c. Fleet Mgmt, Road Equip, Short Term Cap Const, General, PILT, Lottery/Off Track	54,644,636
E. Unassigned – Fund balance is the residual classification for the general fund and includes all amounts not contained in the other classifications.	
a. General Fund	59,598
b. N/A	
c. N/A	
Total	269,353,498
REMARKS	

DATA SUPPLIED BY

Name of Official: Crystal Conley, Deputy
Title: Chief Deputy Treasurer
Phone: 307-682-7268
Fax: 307-687-6416
Email: cms03@ccgov.net

Chairman

Date

PAYROLL PAYMENT

FOR THE PAY PERIOD (s) ENDING

September 5, 2020

September 19, 2020

We do hereby approve the County Payroll as presented this 6th day of October, 2020

Member

Member

Member

Member

Chairman

CATERING PERMIT APPLICATION

APPLICANT Christina Peterson (Pokeys BBQ + Smokehouse)
Name in which retail liquor license issued: Pokeys BBQ + Smokehouse
Mailing Address: 408 S. Douglas Hwy Gillette, WY 82716
Telephone Number: 307-687-7653

Licensing Jurisdiction: [X] City of Gillette [] Campbell County [] Town of Wright

EVENT Wedding Reception Stacy Miller + John Bishop
Date: 10/10/20 Time: 3:00pm - 12:00am

Place: Arthum Equine Barn
Premises: 3815 Hannum Rd Gillette, WY 82716
Number of people expected to attend? 200

Are premises located within licensing jurisdiction which issued retail liquor license? [] YES [X] NO

Please briefly describe premises to which consumption of alcoholic beverages will be limited: Alcoholic beverage will be limited to the barn area

SECURITY PROVISION (Check applicable box)
[] Private Security Firm
[X] Self Provided
[] Please Describe

Will persons under the age of 21 be admitted? [X] Yes [] No
Age group expected: All ages
If yes, what steps will be taken to insure they are not served alcoholic beverages? We will card guests and use wristbands for those of age
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 alcoholic or malt beverages pursuant to this permit.

Applicant Signature / Capacity or Position if necessary

12-4-502. Twenty-four hour malt beverage permit and catering permit; restrictions; application procedure; fees.
(b) A catering permit authorizing the sale of alcoholic and malt beverages may be issued by the appropriate licensing authority to any person holding a retail or resort retail liquor license authorizing the off-premises sale of both alcoholic and malt beverages, for sales at meetings, conventions, private parties, and dinners or at other similar gatherings not capable of being held within the licensee's licensed premises.
(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.
(d) The malt beverage permit and the catering permit shall be issued on application to the appropriate licensing authority without public notice or hearing.
(e) The fee for the malt beverage permit and the catering permit shall be not less than ten dollars (\$10.00) nor more than one hundred dollars (\$100.00) per twenty-four (24) hour period, payable to the appropriate licensing authority.
12-6-101. Sale or possession 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) years, who is not his legal ward, medical patient or member of his own immediate family, is guilty of a misdemeanor.
(b) Any person under the age of twenty-one (21) years who has any alcoholic or malt beverages in his possession or who is drunk or under the influence of alcoholic liquor, malt beverages or a controlled substance on any street or highway or in any public place is guilty of a misdemeanor.
(c) Any person under the age of twenty-one (21) years who attempts in any manner to purchase alcoholic or malt beverages or who falsifies any identification or uses any false identification in order to obtain alcoholic or malt beverages is guilty of a misdemeanor.
(d) Any person who violates this section, or aids, abets or incites any violation hereof, is guilty of a misdemeanor.
(e) A motor vehicle driver's license, a registration certificate issued under the Federal Military Selective Service Act, an identification card issued to a member of the armed forces, an internationally accepted passport document with a discernible date of birth and photograph or an identification card issued by the department of transportation is prima facie evidence of the age and identity of a person.

FOR OFFICE USE ONLY

Amount of Fee: \$10.00 Date Paid: 9/10/2020 Date Authorized:
Paid By: POKEY'S BBQ & SMOKEHOUSE
Permit Authorized By: BOARD OF CAMPBELL COUNTY COMMISSIONERS

APPENDIX I



Campbell County

Mobile Computing Device Request

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

Employee Information

Name: Michelle Johansen

Employee #:

Title: Administrative Assistant

Department: Adult Treatment Court

Supervisor Name: Chad Beeman

Type of Device access is being requested for: Phone

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

Level of Access Requested: Email

Justification: There will be times when Michelle will work outside the office and/or doesn't have a set work schedule. Access to email will help the office staff and partnering agencies to communicate via email.

Department Head Approval

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

Signature:

A handwritten signature in blue ink that reads "Chad Beeman".

Date:

9-11-2020

Date of Approval:

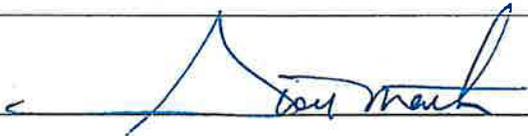
Date of Denial:

Reason for Action:

Commissioner Signature:

2020-063

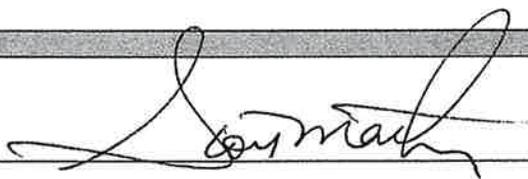
Position Vacancy Justification

Department:	Sheriff's Office	Date:	9/28/2020
Position Title:	Administrative Assistant		
Classification Band / Range:	104	Current Salary of Incumbent:	\$24.39
Salary Range:	Min \$15.99	Mid \$19.98	Max \$23.98
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:	Replacement due to Retirement: X	New Position:
Existing Budgeted Position:	Yes		
Benefit Eligible:	Yes		
Department Head Signature & Date			9/28/2020
Commissioner Approval & Date:			

BB 9/30/2020

2020-062

Position Vacancy Justification

Department:	Sheriff's Office			Date:	9/15/2020
Position Title:	Deputy Sheriff or Detention Officer				
Classification Band / Range:	S01	Current Salary of Incumbent:	\$41.11		
Salary Range:	Min \$24.48	Mid	Max \$30.57		
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:	Replacement due to Retirement: X	New Position:		
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date				9/15/2020	
Commissioner Approval & Date:					

Be 9/14/2020

The following page(s) contain the backup material for Agenda Item: [9:20 Domestic Violence Awareness Month](#)

*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.

OCTOBER 2020 as “DOMESTIC VIOLENCE AWARENESS MONTH”

RESOLUTION NO. 2053

- WHEREAS,** domestic violence and sexual violence are interrelated forms of violence that share common risk factors according to the National Center for Injury Prevention and Control;
- WHEREAS,** domestic violence, also known as intimate partner violence, is a serious crime that affects people of all races, ages, gender, and income levels. On average, 24 people per minute are victims of sexual assault, physical violence, or stalking by an intimate partner in the United States. Domestic violence does not discriminate, over the course of one year that equals more than 12 million men and women;
- WHEREAS,** strangulation is, alarmingly, quite common in domestic violence. The Journal of Emergency Medicine indicates that 23% to 68% of female domestic violence victims experienced at least one strangulation-related incident from their abusive male partner during their lifetime;
- WHEREAS,** domestic violence costs our nation billions of dollars annually in medical expenses, law enforcement, court costs, shelter, foster care, sick leave, and no-productivity;
- WHEREAS,** the COVID-19 pandemic is linked to a ten percent increase in domestic violence cases across the country, straining already limited resources in communities across the nation.
- WHEREAS,** children exposed to domestic violence are believed to be abused and neglected at a rate higher than the national average. According to the Department of Justice, nine out of ten children who are exposed to domestic violence in their lifetime are eyewitnesses to the event;
- WHEREAS,** in a national survey by the Department of Justice, children exposed to violence may suffer from difficulties with attachment, regressive behavior, anxiety, depression, aggression, and conduct problems. They may also be more prone to dating violence, delinquency, further victimization, and involvement with the juvenile justice system;
- WHEREAS,** only a coordinated community effort to educate all people and support victims and survivors will help bring awareness and prevent domestic violence. Prevention efforts should start by promoting and modeling healthy and respectful relationships and creating emotionally supportive home environments;

NOW, THEREFORE BE IT RESOLVED that the Campbell County Commissioners do hereby proclaim *October 2020 as “DOMESTIC VIOLENCE AWARENESS MONTH”* in Campbell County and urge all our citizens to work together in taking a stand against domestic violence. When we prevent domestic violence, we promote safety within our families and community. If you witness or suspect domestic violence, please contact our local law enforcement.

RESOLVED this 6th day of October, 2020.

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

DG 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: [9:25 WIC Program 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.



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: WIC Grant Agreement

DATE: 09/16/2020

Attached, you will find the WIC (Women, Infant, and Children) FY 2020-2021 grant agreement. This grant is to provide program benefits of the United States Department of Agriculture, Food and Nutrition Services Special Supplemental Nutrition Program for Women, Infants, and Children (WIC). The award amount is \$360,712.00. These funds are federal awards, with no match requirement. This document has been reviewed and approved by the Grants Specialist, Human Resources/RISK, and the County Attorney's Office, and no revisions were requested.

Jane Glaser will be presenting this contract.

Thank you!

This agreement needs to be
signed in BLUE Ink.



WIC Program
Public Health Division
122 25th Street, 3rd Floor West
Cheyenne, WY 82002
Phone (307) 777-3414 • 1-888-996-9378
Fax (307) 777-5643 • www.health.wyo.gov



Michael A. Ceballos
Director

Mark Gordon
Governor

Contract Signing Memorandum

Subject: Contract signatures
From: Jessica Hostetler, Administrative Assistant

Connie,

Enclosed is the Campbell County contract that is ready for signatures. Please note that the contract needs to be signed from the bottom up in BLUE ink.

The County Clerk will sign, then the Commissioner, and then you.

Please return the signed contract in the provided Fed Ex envelope.

I will send a copy of the executed signed contract to you to pass onto the county as soon as it is processed.

Please let me know if you have any questions or concerns.

Thanks for your assistance with this.

**AGREEMENT AMONG
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION;
CAMPBELL COUNTY WIC PROGRAM; AND CAMPBELL COUNTY**

1. **Parties.** The parties to this Agreement are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, Cheyenne, Wyoming 82002; Campbell County WIC Program (Local WIC Agency), whose address is 2301 South 4-J, Gillette, Wyoming 82718; and Campbell County (County), whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82718. This Agreement concerns the Wyoming Women, Infants, and Children (WIC) Program.

2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the responsibilities of the Agency, the Local WIC Agency, and the County in providing program benefits of the United States Department of Agriculture, Food and Nutrition Services (USDA/FNS) Special Supplemental Nutrition Program for Women, Infants, and Children (WIC).

The Local WIC Agency is a party to this Agreement pursuant to 7 CFR Part 246.6, requiring the Agency to enter into a signed, written agreement with each local agency, including subdivisions of the Agency.

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 December 31, 2021. All services shall be completed during this term.

4. **Payment.**
 - A. The Agency agrees to pay the County for the Local WIC Agency's services described in Attachment A, Statement of Work – Local WIC Agency, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed three hundred sixty thousand, seven hundred twelve dollars (\$360,712.00). The Local WIC Agency shall submit monthly invoices no later than sixty (60) days after the end of the month for which the invoice is dated. The invoices shall provide sufficient detail, along with all required reporting documents, to ensure that payments may be made in conformance with this Agreement. Payment shall be made to the County within forty-five (45) days after submission of invoice by the Local WIC Agency pursuant to Wyo. Stat. § 16-6-602.

 - B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the Local WIC Agency and 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 Local WIC Agency and the County perform their duties and responsibilities to the satisfaction of the Agency.

 - C. The source of funds for this Agreement is USDA/FNS. The maximum amount of federal funds provided under CFDA #10.557 shall not exceed three hundred

thousand sixty, seven hundred twelve dollars (\$360,712.00).

D. Travel.

The payment of travel expenses shall be allowed under this Agreement. The Local WIC Agency is expected to procure the most cost efficient travel arrangements.

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

E. Lodging.

The Agency agrees to reimburse the County for the Local WIC Agency's lodging expenses related to the performance of this Agreement at the State rate per day as described in Attachment A, Statement of Work – Local WIC Agency. Requests for reimbursement shall state the amount allowed for lodging and list the actual number of travel days on the Local WIC Agency's invoice.

F. Meals.

The Agency agrees to reimburse the County for the Local WIC Agency's meal expenses related to the performance of this Agreement as described in Attachment A, Statement of Work – Local WIC Agency.

5. Responsibilities of Local WIC Agency. The Local WIC Agency agrees to:

- A. Provide the services as described in Attachment A, Statement of Work – Local WIC Agency and Attachment E – Personnel and Management Responsibilities Clarification, and expend funds according to the budgeted line item amounts in Attachment D – Annual Local WIC Agency Budget, which is attached to and incorporated into this Agreement by this reference.

6. Responsibilities of County. The County agrees to:

- A. Provide the services as described in Attachment B, Statement of Work – County, which is attached to and incorporated into this Agreement by this reference, and make payment according to the budgeted line item amounts in Attachment D – Annual Local WIC Agency Budget.

7. Responsibilities of Agency. The Agency agrees to:

- A. Provide the services as described in Attachment C, Statement of Work – Agency, which is attached to and incorporated into this Agreement by this reference, and reimburse funds according to the budgeted line item amounts in Attachment D – Annual Local WIC Agency Budget.

8. Special Provisions.

- A. **Assumption of Risk.** The Local WIC Agency and the County shall assume the risk of any loss of state or federal funding, either administrative or program dollars,

due to the Local WIC Agency or County's failure to comply with state or federal requirements. The Agency shall notify the Local WIC Agency and the County of any state or federal determination of noncompliance.

- B. Environmental Policy Acts.** The Local WIC Agency and the County agree 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 Agreement is in effect;
 - (ii) Procures a commercial sex act during the period of time that the Agreement is in effect; or
 - (iii) Uses forced labor in the performance of the Agreement or subawards under the Agreement.
- D. Kickbacks.** The Local WIC Agency and the County certify and warrant 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 Local WIC Agency or the 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, the Local WIC Agency and the County certify and agree that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Local WIC Agency or the County or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Agreement, cooperative agreement, or loan.
- F. Monitoring Activities.** The Agency shall have the right to monitor all activities related to this Agreement that are performed by the Local WIC Agency and the County or their 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 the related work.
- G. Nondiscrimination.** The Local WIC Agency and 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 any party.
- I. 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 in whatever form, prepared by or for the Local WIC Agency or 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 the Agency.
- J. Suspension and Debarment.** By signing this Agreement, the County and the Local WIC Agency certify that neither they nor their principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the County agrees to notify the Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- K. Administration of Federal Funds.** The Local WIC Agency and the County agree the use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Federal Audit Requirements.** The Local WIC Agency and the County agree that if they expend an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during their fiscal year, they must undergo an organization-wide financial and compliance single audit. The Local WIC Agency and the County agree to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, Local WIC Agency and County shall provide one (1) copy of the audit report to the Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Agency's records.
- M. Penalties.** As found in Section 7 CFR 246.23(d) of the WIC Program Regulations, in accordance with Section 12(g) of the National School Lunch Act, whoever embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets, or

property provided under Section 17 of the Child Nutrition Act of 1966, as amended, whether received directly or indirectly from USDA, or whoever receives, conceals, or retains such funds, assets, or property for his or her own interest, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud shall, if such funds, assets, or property are of the value of one-hundred dollars (\$100.00) or more, be fined not more than twenty-five thousand dollars (\$25,000.00) or imprisoned not more than five (5) years, or both, or if such funds, assets, or property are of a value of less than one-hundred dollars (\$100.00), shall be fined not more than one-thousand dollars (\$1,000.00) or imprisoned for not more than one (1) year, or both.

- N. **Training.** The Local WIC Agency and the County agree that County employees providing WIC services must complete privacy and security training. The Agency shall make privacy and security training available on WYTRAIN, and shall provide an Acknowledgment of Training form, which County employees providing WIC services must sign and return to the Agency.
- O. **Health Equity.** The County and Local WIC Agency 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.

9. **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.** No 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 parties. The Local WIC Agency and 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 Local WIC Agency and the County which are pertinent to this Agreement.

- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be suspended via a stop work order, during which time the Local WIC Agency and the County will immediately cease work and no payments will be made by the Agency for the period of time covered by the stop work order. During any period the Local WIC Agency and the County are ordered to stop work, the Local WIC Agency and the County are not obligated to perform services under this Agreement. At such time federal funds again become available for payment under this Agreement, the Agency will notify the Local WIC Agency and the County to resume work.

This Agreement may also, at the option of the Agency, be terminated by the Agency at the end of the period for which the funds are available.

The Agency shall notify the Local WIC Agency and 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 Contracts.** The Agency may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The County and Local WIC Agency shall cooperate fully with other contractors and the Agency in all such cases.
- G. Compliance with Laws.** The Local WIC Agency and 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 Local WIC Agency and the County in the performance of this Agreement shall be kept confidential by the Local WIC Agency and the County unless written permission is granted by the Agency for its release. If and when the Local WIC Agency or the County receive a request for information subject to this Agreement, the Local WIC Agency and the 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 twelve (12) pages; Attachment A, Statement of Work – Local WIC Agency, consisting of five (5) pages; Attachment B, Statement of Work – County, consisting of one (1) page; Attachment C, Statement of Work – Agency, consisting of (2) pages; and

Attachment D, Annual Local WIC Agency Budget, consisting of one (1) page; and Attachment E, Personnel and Management Responsibilities Clarification, consisting of two (2) pages, represent the entire and integrated Agreement among 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.** The Local WIC Agency and the 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 the Local WIC Agency and the County's professions.
- 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.
- L. Force Majeure.** No 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 parties 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. No party agrees to insure, defend, or indemnify the others.
- N. Independent Contractor.** The County and Local WIC Agency shall function as independent contractors for the purposes of this Agreement and shall not be considered employees of the State of Wyoming for any purpose. Consistent with the express terms of the Agreement, the County and Local WIC Agency shall be free from control or direction over the details of the performance of services under this Agreement. The County and Local WIC Agency shall assume sole responsibility for any debts or liabilities that may be incurred by the County or Local WIC Agency 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 the Agreement. Nothing in this Agreement shall be interpreted as authorizing the County, the Local WIC Agency, or their agents or employees to act as agents or representatives 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 and Local WIC Agency agree 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, the Local WIC Agency, or their 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 Local WIC Agency and the County in the performance of this Agreement. Upon termination of services, for any reason, the Local WIC Agency and the County agree to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Prior Approval.** This Agreement shall not be binding upon any 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).
- R. 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.

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

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

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

- (iii) 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.
- (iv) 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 Contractor's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence; and
 - (b) \$1,000,000.00 general aggregate.

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

- T. **Severability.** Should any portion of this 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.
- U. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the County and Local WIC Agency expressly reserve governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Local WIC Agency or County, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Local WIC Agency or the County fail to perform in accordance with the terms of this Agreement.
- W. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall

not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only among the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- AA. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Local WIC Agency and 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.

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

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

AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION

Michael A. Ceballos, Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

LOCAL WIC AGENCY: CAMPBELL COUNTY WIC PROGRAM

Connie Hansen, Local Agency Supervisor

Date

COUNTY: CAMPBELL COUNTY

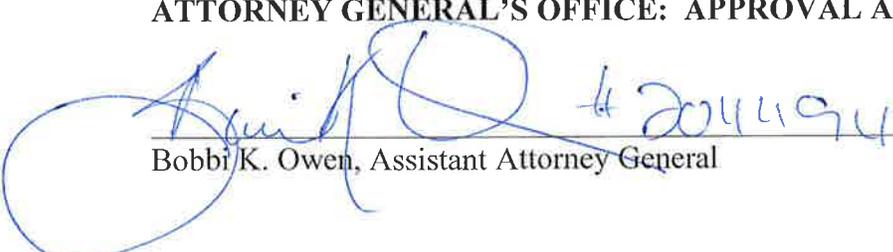
Chairman, Campbell County Board of Commissioners

Date

ATTEST: Campbell County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Bobbi K. Owen, Assistant Attorney General



Date

STATEMENT OF WORK – LOCAL WIC AGENCY
ATTACHMENT A

General Description

This document is a Statement of Work (SOW) to identify the responsibilities of the Local WIC Agency.

Responsibilities of the Local WIC Agency:

The Local WIC Agency is responsible for the certification of WIC applicants/participants, health and nutrition screening and education, breastfeeding education and support, health services referrals, and food prescription issuance as directed by the United States Department of Agriculture, Food and Nutrition Services (USDA/FNS) and the Agency in accordance with all applicable federal and state laws, rules, regulations, and policies. The Local WIC Agency shall adhere to the following WIC Regulations at all times:

1) Complies with all the fiscal and operational requirements prescribed by the Wyoming Department of Health, Public Health Division (Agency) pursuant to debarment and suspension requirements and, if applicable, the lobbying restrictions of 2 CFR Part 200, Subpart E, and USDA implementing regulations 2 CFR Part 400, Part 415, and FNS guidelines and instructions, and provides on a timely basis to the Agency all required information regarding fiscal and Program information.

A) Submits to the County, on or before the last day of each month depending on the County cut off, an accurate itemized invoice of all original receipts and expenditures for WIC services incurred by the Local WIC Agency for that month.

B) Submits to the Agency:

(i) The monthly Wyoming WIC Fiscal and Operational Report (including the Fiscal Review Checklist) within fifteen(15) days following the receipt of the County's expenditure report showing the payment by the County of all Local WIC Agency expenditures for that month;

(ii) The County expenditure report; and

(iii) The Local WIC Agency's original itemized receipts and invoices.

C) Understands that all WIC travel must have prior approval from the WIC State Supervisor, including interrupted or constructed travel. The Local WIC Agency employees' meals are reimbursed by the Agency when overnight travel is required and at a rate not higher than thirteen dollars (\$13.00) per breakfast, fourteen dollars (\$14.00) per lunch, and twenty-three dollars (\$23.00) per dinner with a gratuity limit of fifteen percent (15%) per meal; alcohol, internet, telephone charges, mini-bar, and movies are not allowable expenses and cannot be submitted on the itemized receipt for reimbursement; and when a hot breakfast or other meal is provided by the hotel or conference, request for reimbursement for that meal cannot be submitted. If out-of-state travel is required, reimbursement will be based on the applicable federal per diem rate for the location.

D) Understands that the Local WIC Agency employees are expected to carpool to the same meeting, conference, or worksite location when more than one staff member is attending an event; therefore, it is the expectation of the Agency to reimburse for only one vehicle mileage expense unless otherwise authorized by the Agency.

F) Provides the Local WIC Agency's budget proposal for the next fiscal year to the Agency by February 15th of the current Agreement year.

STATEMENT OF WORK – LOCAL WIC AGENCY
ATTACHMENT A

G) Utilizes the Agency provided computer hardware, computer software, and food instruments (i.e., smart cards), and abides by the Agency’s information technology requirements as applicable to the Local WIC Agency’s performance of its duties and obligations. Adheres to Wyoming WIC Program Staff guidance as well as policies and procedures, incorporated herein by this reference and including any future revisions, to ensure the security, protection, and proper use of WIC equipment and food instruments.

H) Provides quarterly time studies for all Local WIC Agency personnel for the months of July, October, January, and April, by the 15th day of the following month.

D) Promotes open communication between the Agency and the County.

J) Ensures that appropriate professional development and continuing education opportunities offered to WIC staff and approved by the WIC State Supervisor.

K) Provides the Agency expert input on WIC services provided pursuant to this Agreement and how those services relate to the health priorities of the Local WIC Agency’s area of service and the Agency’s health improvement plans to address those priorities.

L) With the Agency’s assistance, the Local WIC Agency shall submit an annual Nutrition Education Plan according to the Agency’s required timelines. All services provided by the Local WIC Agency to WIC recipients shall be provided pursuant to the approved plan on file with the Agency in accordance with applicable federal and state legislation and WIC Program policy.

M) Provides data generated and captured by the Local WIC Agency, and provides assistance to the Agency for the purpose of assessing and analyzing the health status of local area served by the Local WIC Agency.

N) Submits reports to the Agency on the effectiveness, accessibility, and quality of the WIC services provided by the Local WIC Agency pursuant to this Agreement.

O) Alerts the Agency when a significant change in participant demographic or target populations may significantly affect the Local WIC Agency’s provision of, or the need for WIC services.

P) Monitors card security daily and monthly using the Wyoming WIC Program Management Information and Electronic Benefit Transfer (EBT) system, for which the Agency shall provide necessary and appropriate training.

Q) Builds and maintains active participant caseload levels for the Local WIC Agency based upon Agency guidelines and expectations.

R) Completes the following vendor management responsibilities and duties for authorized WIC grocers (vendors) in the Local WIC Agency’s area of services, as identified by the Agency. The Agency shall provide all necessary training for the Local WIC Agency’s personnel to fulfill vendor management responsibilities under this Agreement, which responsibilities shall include, but are not limited to:

- (i) Assume the liaison role between the Agency and local vendor;
- (ii) Quarterly contact with all participating grocery stores;
- (iii) Follow-up of all participant and vendor concerns/complaints;

STATEMENT OF WORK – LOCAL WIC AGENCY
ATTACHMENT A

- (iv) Assess vendor selection criteria for new vendors and for authorized vendors;
- (v) Evaluate renewal qualification for current or new vendors;
- (vi) Conduct on-site vendor visits;
- (vii) Conduct annual (or more often as necessary) vendor training;
- (viii) Conduct annual (or more often as necessary) routine monitoring;
- (ix) Conduct high-risk monitoring for high-risk vendors; complete necessary vendor follow-up, corrective action plans;
- (x) Conduct education buys and compliance investigations, including fraud and abuse investigations, at the direction of the WIC State Vendor Coordinator;
- (xi) Assist with grocer certification (proof of electronic cash register capabilities of WIC transactions);
- (xii) Participate in all required vendor training including quarterly conference calls; and
- (xiii) Maintain required documentation of all vendor management activities.

S) Provides supervision of the Local WIC Agency WIC Nurses and WIC Technician, all in county positions, who shall follow county personnel rules, policies, and procedures, except as noted in the Agreement, in addition to applicable state and federal WIC policies, rules, and regulations. The supervisor of the Local WIC Agency is a county employee who is authorized on behalf of the County to effectuate county personnel rules and to exercise supervisory authority over Local WIC Agency employees, with approval and oversight by the County Clerk or designee.

2) Has a competent professional authority (CPA) on the staff of the Local WIC Agency and the capabilities necessary to perform the certification procedures.

A) At least one CPA must also serve as the Local WIC Agency Supervisor and at least one CPA must be designated as the Local WIC Agency Breastfeeding Coordinator. The same CPA may fulfill both roles.

3) Makes available appropriate health services to participants and informs applicants of the health services which are available.

A) Provides WIC participant and applicant referrals to health-related and public assistance programs available in the community in compliance with 7 CFR Part 246.7(b)(1)-(3).

B) Collaborates with the programs to favorably influence maternal child health and nutrition outcomes.

C) Provides customer service and outreach in accordance with the Agency policies and procedures.

D) Provides Local WIC Agency outreach and marketing.

4) Prohibits smoking and weapons in the space used to carry out the WIC Program during the time any aspect of WIC services are performed.

STATEMENT OF WORK – LOCAL WIC AGENCY
ATTACHMENT A

A) Provides a clinic environment in accordance with the Agency policies and procedures, including provision for the safety and security of WIC participants and staff while maintaining a clean physical environment.

5) Has a plan for continued efforts to make health services available to participants at the clinic or through healthcare providers when health services are provided through referral.

6) Provides nutrition education services to participants in compliance with 7 CFR Part 246.11 and FNS guidelines and instructions.

A) Maintains, provides, and promotes WIC nutrition, health, breastfeeding, and breastfeeding peer counseling services to WIC participants in communities served by the Local WIC Agency through meeting the USDA Nutrition Services Guidance and Standards, provided by the Agency, with respect to: nutrition services and staffing; nutrition services plan, evaluation, and quality improvement; nutrition assessment, including the principles of Value Enhanced Nutrition Assessment (VENA); nutrition education counseling, materials, evaluation, and WIC nutrition education program guidance; breastfeeding promotion and support, including the Loving Support Breastfeeding Peer Counselor Model and the breastfeeding promotion and support requirements of the WIC food package final rule.

B) Creates a WIC clinic environment and issues educational materials that support breastfeeding as the preferred method of infant feeding; provide participants with a private place to breastfeed.

7) Implements a food delivery system prescribed by the Agency pursuant to 7 CFR Part 246.12 and approved by FNS.

A) Provides WIC supplemental foods and food packages, including issuance of WIC-eligible formulas, exempt infant formulas, and medical foods with appropriate documentation and in accordance with the Agency policies and procedures.

8) Maintains complete, accurate, documented, and current accounting of all Program funds received and expended.

A) WIC expenditures in the Local WIC Agency shall be spent based on the annual Local WIC Agency budget approved by the Agency and in accordance with the Code of Federal Regulations, Title 7 CFR Part 246; WIC Regulations as filed February 13, 1985; and any subsequent revisions thereto, specifically provisions in 7 CFR Part 246.6(b).

9) Maintains on file and has available for review, audit, and evaluation all criteria used for certification, including information on the area served, income standards used, and specific criteria used to determine nutritional risk. Makes financial records available for the Agency and USDA/FNS review and audit upon request by either entity (7 CFR Part 246.6 (b)(8)).

A) Reports any suspected participant or staff fraud or abuse of WIC Program assets to the Agency, including the nature of the fraud or abuse of the Agency assets and the dollar amount to monitor if the fraud requires financial penalty or imprisonment.

B) Within the bounds of applicable law, the Local WIC Agency will immediately inform the Agency of any clinical or medical errors/accidents that occur in its WIC clinics that have harmed or could potentially harm, a WIC participant.

STATEMENT OF WORK – LOCAL WIC AGENCY
ATTACHMENT A

C) Monitors WIC participants for dual participation in another WIC Program.

10) Does not discriminate against persons on the grounds of race, color, national origin, age, sex, or handicap; and compiles data, maintains records, and submits reports as required to permit effective enforcement of the nondiscrimination laws.

A) Participates in annual civil rights training.

B) Follows the Agency's policy and procedures for notifying the public of the nondiscrimination policy and complaint rights of participants and applicants.

C) Collects and reports racial ethnic data as requested by USDA.

D) Have procedures to advise persons seeking to file a discrimination complaint to submit a completed complaint form or letter to USDA, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410; or fax to (202)690-7442; or email to program.intake@usda.gov.

E) Complies with all federal and Agency policies and procedures regarding the handling of civil rights or other participant complaints and notifies participants of the right to appeal an adverse action.

F) To the extent feasible, provides a WIC opportunity for individuals who may be eligible for participation in the WIC Program.

G) Provides access to participant translation services and educational materials at a literacy level appropriate for the participant population (7 CFR Part 246.11 (c)(3)).

H) Responds to surveys and conducts data collection activities related to the WIC Program administered by the Agency, to the extent permitted by applicable law.

I) Provides public notice prior to changing the location of the clinic, if necessary, based on USDA/FNS requirements.

11) Consider and treat all participant and applicant information, regardless of the source, as confidential to meet the provisions of 7 CFR Part 246.26, and protect and maintain the privacy and confidentiality of WIC participant and applicant data, including personal, financial, and health information in all forms, such as current and archived physical and electronic records, in accordance with the WIC Program Regulations and standards, and the Agency policies.

12) Pursuant to Wyoming Statutes § 14-3-214 and § 7-19-201 and Agency policy and procedure, the Agency shall require criminal background and central registry checks on all State, At-Will-Employee Contract (AWEC), and County employees employed by the Local WIC Agency. The Agency will be responsible for assuming the costs for the background checks.

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STATEMENT OF WORK - COUNTY
ATTACHEMENT B

General Description

This document is a Statement of Work (SOW) to identify the responsibilities of the County.

Responsibilities of the County:

The County is responsible for serving as the WIC Community Sponsor and the fiscal flow through agent for the Local WIC Agency. Responsibilities include:

- A) Pay all approved WIC expenditures on behalf of the Local WIC Agency, receiving full reimbursement for the Agency approved WIC expenses from the Agency;
- B) Submit to the Local WIC Agency on a monthly basis, no later than forty-five (45) days past the end of the month in which the invoice was dated, an accurate invoice of all expenditures paid on behalf of the Local WIC Agency for WIC services;
- C) Maintain complete, accurate, documented, and current accounting of all WIC Program funds received and expended; and
- D) Comply with Federal Grant Lobbying and Disclosure Clauses, including: No federally appropriated funds have been paid or will be paid by, or on behalf of the County, 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 Agreement and if any funds other than federally 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, in connection with this Agreement, the County shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Services Payment Schedule

The County will pay the Local WIC Agency's invoices in a timely and appropriate manner to avoid added penalties or fees. The Local WIC Agency, except if a reimbursement error occurs, does not make payment to the Agency or the County; therefore, no "Service Payment Schedule" is noted here.

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STATEMENT OF WORK - AGENCY
ATTACHMENT C

General Description

This document is a Statement of Work (SOW) to identify the responsibilities of the Agency.

Responsibilities of the Agency:

The Agency's responsibilities include:

- A) Consult with and advise the Local WIC Agency and the County, as necessary, about the requirements of this Agreement.
- B) Monitor and evaluate the Local WIC Agency and the County's compliance with the conditions set forth in this Agreement.
- C) Provide necessary equipment (computer hardware and software, food instrument smart cards and card readers/writers, and anthropometric and hematologic testing equipment) to conduct Local WIC Agency operations.
- D) Provide training on new procedures and new equipment when procured through the Wyoming WIC Program.
- E) Provide participant nutrition and breastfeeding education and support materials to be duplicated as needed, required WIC certification forms, and outreach information.
- F) Provide technical support and assistance, required training, monitoring, and evaluation pursuant to federal regulations.
- G) Make payment on all food instruments that are validly issued to WIC participants by the Local WIC Agency through the Automated Clearing House process.
- H) Provide prescribed WIC-eligible formula to participants through the Local WIC Agency that is not available through the WIC-Contracted retailers;
- I) Provide electric breast pumps and related supplies to WIC participants through the Local WIC Agency according to Wyoming WIC Program policy and procedures and available funding.
- J) Monitor the Local WIC Agency and County activities to ensure compliance with provisions set forth in WIC Program Regulations 7 CFR. Part 246.11 and USDA/FNS guidelines and instructions for local WIC agencies. Issue corrective action(s) and provide monitoring and follow up when program violations are identified.
- K) Develop and implement procedures to ensure that WIC services are provided to all eligible applicants in the state according to WIC Program Regulations. This includes categorical, identity, income, residency, and nutrition risk eligibility criteria.
- L) Review, revise, and approve the annual Local WIC Agency budget based on annual WIC Program funding levels from state and federal resources.

STATEMENT OF WORK - AGENCY
ATTACHMENT C

- M)** Implement a food delivery system prescribed by the Agency in compliance with 7 CFR. Part 246.12 and approved by USDA/FNS, and monitor for dual participation.
- N)** Develop and coordinate the WIC nutrition services component of program operations with consideration for Local WIC Agency plans, needs, and available resources.
- O)** Provide in-service training, technical assistance, and identify or develop educational materials for health professional and other personnel involved in providing WIC nutrition, health, breastfeeding, and peer counseling services to participants at local WIC agencies. This includes low literacy, culturally sensitive, and Spanish materials, or where a significant number or proportion of the population needs the information, in a language other than English, considering the size of such population and reading level of the participants.
- P)** Not discriminate against persons on the grounds of race, religion, national origin, age, sex, color, or disability; and compile data, maintain records, and submit reports as required to permit effective enforcement of the non-discrimination laws (7 CFR. 246.6 (b)(10)). Ensure translation services and low literacy materials are provided to WIC participants, when appropriate, at local agencies. Monitor local agencies for civil rights and participant complaints or violations.
- Q)** Direct work of the Local WIC Agency Clinic Supervisor, a county employee, who shall follow county personnel rules, policies, procedures, except as noted in the Agreement, in addition to applicable state and federal WIC policies, rules, and regulations.
- R)** Approve all proposed salary adjustments for the Local WIC Agency staff in county, state, or state At-Will Employment Contract (AWEC) positions funded by the WIC Program. There shall be no expectation of Local WIC Agency salary adjustments without the prior written approval of the Agency.

Services Payment Schedule

The Agency will disburse funds to the County in accordance with Section 4 of this Agreement.

**BUDGET
ATTACHMENT D**

ANNUAL LOCAL WIC AGENCY BUDGET				
CAMPBELL COUNTY			BUDGET TERM	
			July 1, 2020-June 30, 2021	
WIC Program Operation Support: <i>Funds to be reimbursed to the County upon submission of monthly expenditure report. Totals and Subtotals are rounded up to the nearest dollar.</i>				
SALARIES	ANNUAL	SUB TOTAL		TOTAL
CLINIC SUPV	76,653.44			
NUTR/NURSE	51,214.98			
NUTR/NURSE	25,391.84			
WIC TECH	37,578.57			
0	0.00			
0	0.00			
0	0.00			
0	0.00			
0	0.00			
0	0.00			
	Salaries	\$190,839.00		
	Benefits	\$139,739.00		
TOTAL SALARIES AND BENEFITS				\$330,578.00
EXPENSES	ANNUAL	SUB TOTAL		TOTAL
COMMUNICATIONS				
Shipping & Postage	\$1,548.00			
Telecommunications	\$1,635.00			
TOTAL COMMUNICATIONS EXPENSES		\$3,183.00		
EQUIPMENT				
Copy Machine	\$185.00			
Office	\$250.00			
Medical	\$250.00			
TOTAL EQUIPMENT EXPENSES		\$685.00		
OTHER				
0	\$0.00			
0	\$0.00			
0	\$0.00			
TOTAL OTHER EXPENSES		\$0.00		
RENT / UTILITIES / JANITORIAL SERVICES				
Rent	\$0.00			
Utilities	\$0.00			
Janitorial Services	\$0.00			
TOTAL RENT/UTILITIES/JANITORIAL EXPENSES		\$0.00		
NUTRITION EDUCATION				
Breastfeeding	\$423.75			
Participant Education	\$197.75			
Professional	\$0.00			
TOTAL NUTRITION EDUCATION EXPENSES		\$622.00		
SUPPLIES				
Office	\$500.00			
Medical	\$1,100.00			
TOTAL SUPPLIES EXPENSES		\$1,600.00		
TRAVEL				
Mileage	\$5,510.23			
Meals & Lodging	\$2,004.50			
TOTAL TRAVEL EXPENSES		\$7,515.00		
TOTAL EXPENSES				\$13,605.00
			Admin Fee (if applicable)	\$16,528.85
			Alarm Fee (if applicable)	\$0.00
			Interpreter Fee (if applicable)	\$0.00
TOTAL BUDGET				\$360,712.00

ATTACHMENT D
AGREEMENT AMONG
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION,
CAMPBELL COUNTY WIC PROGRAM AND CAMPBELL COUNTY

PERSONNEL AND MANAGEMENT RESPONSIBILITIES CLARIFICATION
ATTACHMENT E

General Description

The purpose of this document is to clarify personnel and program management responsibilities between Campbell County and the Agency. This document will serve as Attachment E to the Agreement between the Wyoming Department of Health, Public Health Division, Campbell County WIC Program, and Campbell County. The Attachment will be reviewed annually and modified as needed by the Campbell County Public Health Nursing Director and the WIC State Supervisor upon execution of an amendment under Section 9.A. of the Agreement.

1. Campbell County will provide services by County employees under the supervision of the Campbell County Public Health Nursing Director for personnel issues, according to County personnel rules, which are incorporated into the Agreement by this reference, and under supervision of the Agency for compliance with WIC Program regulations. Campbell County will provide a copy of the County personnel rules to the Agency, upon request.
2. WIC services will be provided by the following County positions: WIC Clinic Supervisor, WIC Nurse/Nutritionist(s), and WIC Technician (Office Specialist) as determined by WIC Program policy.
3. The WIC Regional Nutritionist Supervisor, the WIC State Supervisor, and Campbell County WIC staff (as directed) will assist the County Public Health Nursing Director in recruiting, interviewing, and selecting WIC positions in Campbell County.
4. The WIC Clinic Supervisor will manage Campbell County clinic operations, including scheduling the WIC Nurse/Nutritionist(s), and the WIC Technician (Office Specialist) to deliver client services. These services will be provided according to the Agreement; the WIC Procedure Manual, which is incorporated into the Agreement by this reference; the Wyoming WIC Food Delivery System, and County policy, which is incorporated into the Agreement by this reference.
5. Employee evaluations will be completed according to County policy. The WIC Clinic Supervisor will be evaluated on work performance by the County Public Health Nursing Director with input from the WIC Regional Nutritionist Supervisor and WIC State Supervisor. Telephone conferences may be held in special circumstances upon the approval of the County Public Health Nursing Director. The County Public Health Nursing Director and the WIC Clinic Supervisor will jointly evaluate the WIC Nurse/Nutritionist and WIC Technician (Office Specialist) positions. The County Public Health Nursing Director will file all papers in accordance with County personnel rules and will forward copies to the Agency.
6. The County Public Health Nursing Director will conduct disciplinary action, up to and including termination, of a County WIC employee following consultation with the WIC State Supervisor and the WIC Regional Nutritionist Supervisor.
7. The WIC Regional Nutritionist Supervisor will, in coordination with the WIC State Supervisor, provide program consultation and technical assistance according to WIC policy through the WIC Clinic Supervisor. The WIC Regional Nutritionist Supervisor will also keep the County Public Health Nursing Director informed of any changes in WIC policy or substantive changes in WIC

PERSONNEL AND MANAGEMENT RESPONSIBILITIES CLARIFICATION
ATTACHMENT E

Program operations. The Agency will also provide training for all WIC positions, including continuing education at State WIC Conferences and other specialized training, as needed per position and responsibilities, according to the job descriptions. At least every two (2) years, the Agency will conduct a management evaluation of the Local WIC Agency. At the completion of each evaluation, the WIC Regional Nutritionist Supervisor and the WIC State Supervisor will meet with the Campbell County Public Health Nursing Director and the WIC staff to review the findings.

8. The Local WIC Agency budget will be drafted each February by the Campbell County Public Health Nursing Director, the WIC Clinic Supervisor, and the WIC Regional Nutritionist Supervisor, and reviewed by the WIC State Supervisor. After approval by the WIC Program, the budget will then be submitted to the County in a timely manner and incorporated into the annual Local WIC Agency/County Agreement.

9. Campbell County WIC staff will deliver WIC services in Campbell County.

10. The County Public Health Nursing Director will inform the WIC State Supervisor of any changes in County policy.

The following page(s) contain the backup material for Agenda Item: [9:30 Community Services Block Grant \(CSBG\) Contract](#)

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



OFFICE
500 South Gillette Avenue
Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
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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: CSBG Contract

DATE: 09/30/2020

Attached you will find the contract for the Community Services Block Grant (CSBG) for FY 20/21. The purpose of this contract is to assist low-income individuals and families with activities and supportive services that empower them to overcome the effects of poverty and to support their progress toward greater self-sufficiency. This agreement is effective from October 1, 2020, through September 30, 2021. The CARE Board oversees and facilitates this grant (with the help of Bethany Raab). The award amount is \$214,138.00. It is Federal dollars and falls under CFDA 93.569.

This grant will provide medical/dental services, rent payments deposits, utility payments and deposits, doctor visit payments, prescription payments, case management, substance abuse screenings, substance abuse counseling, and coaching. Five subgrantees will be sub awarded funds to carry out these services (Council of Community Services, Gillette Abuse Refuge Foundation, Gillette Reproductive Health, Personal Frontiers, and Youth Emergency Services).

This document has been reviewed by HR/Risk, the County Attorney's Office, and the Grants Specialist. Revisions to the insurance section were requested, and the revisions per our request have been received.

Beth Raab and a member of the CARE Board will be presenting this contract.

Thank you!



401 Hathaway Building • Cheyenne, WY 82002
Phone (307) 777-7656 • 1-866-571-0944
Fax (307) 777-7439 • www.health.wyo.gov



Michael A. Ceballos
Director

Mark Gordon
Governor

September 25, 2020

Ref: JG-2020-003

Campbell County CSBG
500 South Gillette Avenue, Suite 1100
Gillette Wyoming 82716

Dear Bethany Raab,

Please find enclosed the contract between Wyoming Department of Health, Community Services Program, and Campbell County regarding the Community Services Block Grant (CSBG). Please review the contract and sign where indicated in BLUE INK. Do not write on or make any changes directly to the contract. If changes are required, please email Shawna Pena at shawna.penal@wyo.gov, and she will resubmit to the Attorney General's Office for approval.

Return all documents to my attention at 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82001, via the enclosed envelope as soon as possible. Once the contract has been fully executed, a copy will be made available to you.

If you have any questions pertaining to this grant agreement, please contact Shawna Pena at (307)777-2899, or via email, at the address listed above.

Sincerely,

A handwritten signature in blue ink that reads "Jessica Goodwin".

Jessica Goodwin, Contractor
Community Services Program
Rural and Frontier Health Unit
Public Health Division

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

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, Third Floor West, Cheyenne, Wyoming 82002, and Campbell County, concerning the Community Advocacy Resources, education Board (Subrecipient), whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716. This Contract pertains to the Community Services Program.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide funding and oversight of the Community Services Block Grant (CSBG) program in Campbell County, Wyoming to assist low-income individuals and families with activities and supportive services that empower them to overcome the effects of poverty and to support their progress toward greater self-sufficiency.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from October 1, 2020, or Effective Date, whichever is later, through November 15, 2021. All services shall be completed during this term. The period of performance with which Grantee must spend grant funds runs through September 30, 2021.
4. **Payment.**
 - A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed two hundred fourteen thousand, one hundred thirty-eight dollars (\$214,138.00). An initial one-twelfth (1/12th) payment shall be made upon execution of the Contract in the amount of seventeen thousand, eight hundred forty-four dollars and eighty-three cents (\$17,844.83). Thereafter, Subrecipient will send a monthly invoice to the Agency for the prior month of services. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. The maximum amount of federal funds provided under CFDA# 93.569 shall not exceed two hundred fourteen thousand, one hundred thirty-eight dollars (\$214,138.00).
 - C. No payment shall be made for work performed before the Effective Date of this Contract. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.

- D. Except as otherwise provided in this Contract, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Contract.
5. **Responsibilities of Subrecipient.** The Subrecipient agrees to:
- A. Provide the services described in Attachment A, Statement of Work.
6. **Responsibilities of Agency.** The Agency agrees to:
- A. Pay Subrecipient in accordance with Section 4 above.
- B. Recognize this Contract is subject to the FFY 2021 Wyoming CSBG State Management Plan and the Subrecipient's FFY 2021 CSBG Application, both of which shall be available for review at the Agency and are incorporated into this Contract by this reference.
- C. Consult with the Subrecipient, as necessary, regarding the requirements of this Contract.
- D. Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.
- E. Provide training and technical assistance as necessary.
7. **Special Provisions.**
- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

- (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities.** By signing this Contract, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.
- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract. Federal law requires the Subrecipient to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each sub-subrecipient.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under

this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

- J. Suspension and Debarment.** By signing this Contract, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; Subtitle B of Public Law 105-285, the “Community Services Block Grant Act”; C.F.R. Title 45, Part 96, Subpart I; the U.S. Department of Health and Human Services 2020 Poverty Guidelines, which are incorporated into this Contract by this reference; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Contract. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency’s records.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons

other than the receipt or expected receipt of federal funds under this Contract.

- O. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.
- P. Health Equity.** The Subrecipient 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.
- Q. Construction Prohibitions.** Subrecipient agrees this Contract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.
- R. Drug-Free Workplace Requirement.** Subrecipient agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Subrecipient agrees to notify the Agency if an employee is convicted of violating a criminal drug statute so the Agency can notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.
- S. Pro-Kids Act of 1994.** Subrecipient agrees to not permit smoking in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of eighteen (18), if the services are funded by CSBG or any other Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The above language must be included in any subcontracts that contain provisions for children's services and all sub-subrecipients shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to one thousand dollars (\$1,000.00) per day.

- T. Purchase of American-Made Equipment.** Subrecipient agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American-made.
- U. Religious Activities.** The Subrecipient and any sub-subrecipient shall not use the CSBG funding to support inherently religious activities such as religious

instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.

V. Whistleblower Protection Act. Pursuant to 41 U.S.C. § 4712, an employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate for misconduct), a court or grand jury, the head of a federal agency, or their representatives, information that the employee reasonably believes is evidence of:

- (i) Gross mismanagement of a federal contract or grant relating to covered funds;
- (ii) A gross waste of covered funds;
- (iii) A substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (iv) An abuse of authority related to the implementation or use of covered funds; or
- (v) A violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The

Subrecipient shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other Subrecipients for work related to this Contract. The Subrecipient shall cooperate fully with other Subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Contract, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Contract.** This Contract, consisting of eleven (11) pages; and Attachment A, Statement of Work, consisting of three (3) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any

attachment or document incorporated by reference, the language of this Contract shall control.

- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Contract.
- O. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs,

photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- S. Insurance Requirements.** County is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq. County certifies that it carries its own insurance through a private carrier. County shall provide a certificate of insurance to the Agency providing proof of insurance coverage with limits that match or exceed the amounts allowed under Wyo. Stat. § 1-39-118.
- T. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- V. **Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. **Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Contract. If at any time during the performance of this Contract, in the opinion of the Agency, the work is not progressing satisfactorily or within the terms of this Contract, then, at the discretion of the Agency and after written notice to the Subrecipient, the Agency may terminate this Contract or any part of it. As of the termination date, the Subrecipient will be entitled to a pro rata payment for all work accomplished and accepted by the Agency; however, the Subrecipient shall be liable to the Agency for the entire cost of replacement services for the duration of the Contract term.
- X. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- Y. **Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- Z. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- AA. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- BB. **Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Subrecipient of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency. The Subrecipient'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 Contract by the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

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

Michael A. Ceballos, Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

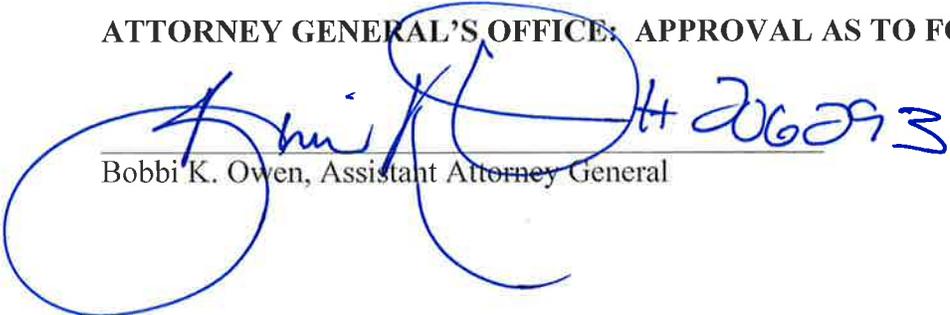
Date

**SUBRECIPIENT:
CAMPBELL COUNTY**

DG Reardon, Chairman of the Board of Commissioners

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Bobbi K. Owen, Assistant Attorney General

9-28-2020

Date

**ATTACHMENT A
STATEMENT OF WORK
Community Services Block Grant**

General Description

This document is a Statement of Work (SOW) to identify and describe projects to be performed through the Community Services Block Grant (CSBG) in Campbell County, Wyoming during the term of this Contract. The goal of CSBG is to provide activities and supportive services to low-income individuals and families that empower them to overcome the effects of poverty and to support their progress toward greater self-sufficiency.

Responsibilities of Subrecipient

Campbell County (Subrecipient) agrees to:

- A. State Management Plan and Application.** Recognize this Contract is subject to the FFY 2021 Wyoming CSBG State Management Plan and addendums and the Subrecipient's FFY 2021 CSBG Application, both of which shall be located for review at the Wyoming Department of Health, Public Health Division (Agency).
- B. Annual Report.** Collect, maintain, and compile the federally required demographic, programmatic, and financial data and submit in compiled format the Annual Report to the Agency by a date determined by the Office of Community Services and the Agency. This is generally between the months from December to March.
- C. Organizational Standards.** Upload the most recent required documentation showing that the Organizational Standards have been met into the Agency approved database by January 31, 2021. For those Grantees below a seventy percent (70%), a Technical Assistance Plan (TAP) will be required to be turned in and approved by the Agency office by May 31, 2021. For those Grantees below a seventy percent (70%) by July 1, 2021, a Quality Improvement Plan will be administered by the Agency.
- D. Data Reporting.** Subrecipient shall utilize the CSBG statewide data system provided by the Agency.
- E. Eligibility Requirements.** Abide by the federal eligibility requirements of the program through an application process which requires proof of income that indicates the applicant(s) is at or below two hundred percent (200%) of the FFY 2020 Federal Poverty Guidelines and verify every ninety (90) days for clients with continued services.
- F. Grant Recovery.** Subrecipient agrees to return any unexpended grant funds from the FFY21 Grant to the Agency by November 15, 2021. CSBG funds cannot be carried over. The Agency shall also be entitled to recover from the Subrecipient any full or partial payment made under the Contract for: 1) any payments used for purposes not authorized, or performed outside the Contract; 2) any payments for services the Subrecipient is unable to provide; and 3) any payments for services the Subrecipient did not provide but was required to provide under the terms of the Contract.
- G. Monitoring.** Monitor each sub-subrecipient on-site at least one (1) time every one (1) year period to ensure compliance with federal requirements and performance goals. Monitoring reports should be completed within sixty (60) days after the visit and copies of the report should be provided to the sub-subrecipient and the Agency. Any findings should be noted and required follow-up should be explained in

ATTACHMENT A
STATEMENT OF WORK
Community Services Block Grant

detail. Any sub-subrecipient with significant findings should be placed on a Corrective Action Plan (CAPL) or Quality Improvement Plan (QIP) and provided training. A follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within sixty (60) days after the visit and copies of the report sent to the sub-subrecipient and the Agency. Any consistent noncompliance issues should be reported to the Agency as appropriate.

- H. Monthly Expenditure Report.** Submit monthly expenditure reports by the tenth (10th) day of each month for the preceding month. These reports should be completed by each service provider and a compiled report shall be completed by the Subrecipient. This report shall indicate the actual current month expenses, year-to-date expenses for the grant term, and percent expended by line item, as approved and submitted in the Subrecipient's application.
- I. Monthly Programmatic Report.** Submit programmatic detail reports, generated by the statewide data system, by the 10th day of each month for the preceding month. These reports shall include data points as necessitated by Agency and federal requirements.
- J. Quarterly Performance Reports.** Submit a Quarterly Performance Report (QPR) to the Agency on the tenth (10th) day of the following month preceding the completion of a quarter. QPRs should be completed with input and guidance from the Tripartite Board, and will require a Board Chair signature upon submission to the Agency. Failure to complete a QPR in the timeframe listed above will result in a hold placed on Subrecipient's monthly reimbursement.
- K. Referral for Employment and Training Activities.** To refer, as appropriate, income eligible clients to the Wyoming Department of Workforce, One-Stop Centers.
- L. Child Support Services Referrals.** To refer, as appropriate, custodial parents in single-parent families that participate in CSBG-funded programs, and eligible parents to the Wyoming Department of Health, Child Support Program.
- M. Retention of Records.** Maintain records, documents, and other evidence which sufficiently reflects all expenditures under the Contract for a period of three (3) years after the termination of the Contract. Such records shall be made available to the Agency or its designee, or the appropriate federal agency for review and audit.
- N. Subcontracts.** Sign a legally binding agreement or contract with any and all CSBG sub-subrecipients to include the provisions of this Contract, as applicable. Provide the Agency with a copy of the agreement(s) no later than October 31, 2020.
- O. Time Allocation Analysis.** Conduct a time allocation analysis for any position dually-funded from other sources of funds to account for apportioned time charged against the Contract.
- P. Meals.** Meals and travel charged to CSBG are not to exceed the U.S. General Services Administration (GSA) meals and incidental expenses (M&IE) rates.

**ATTACHMENT A
STATEMENT OF WORK
Community Services Block Grant**

Q. Financial Statements and Audits. Abide by the Wyoming Department of Health Financial Statements and Audit policy FS-2011, which is incorporated into the Contract by this reference

Timelines and Deliverables

The following table shows specific projects, estimated number of clients to be served, amount of funding allocated to each project, and end dates. Subrecipient will provide services and activities to low-income individuals and families until September 30, 2021 and will continuously pursue all options to effectively serve as many clients in need with the amount of funding granted to each project. Up to thirty percent (30%) of the total allocation can be shifted between the services and activities categories with prior approval by the Community Services Program Manager.

Campbell County CSBG Projects				
Project	Program Name	Estimated Clients to be Served	Amount Funded not to Exceed	Grant End Date
	Description			
1	Council of Community Services	2044	\$96,300.00	9/30/2021
	Adult Dental Services; Food Distribution; Doctor Visit Payments; Vision Screening; Prescription Payments.			
2	Gillette Abuse Refuge Foundation	58	\$23,540.00	9/20/2021
	Rent Payments; Rent Deposits; Utility Payments; Utility Deposits; Mortgage Payments.			
3	Gillette Reproductive Health	130	\$29,960.00	9/30/2021
	Doctor Visit Payments; Prescription Payments; Case Management.			
4	Personal Frontiers, Inc.	103	\$33,170.00	9/30/2021
	Substance Abuse Screenings; Substance Abuse Counseling; Coaching			
5	Youth Emergency Services	27	\$26,750.00	9/30/2021
	Substance Abuse Counseling and Mental Health Counseling (youth)			
6	Campbell County CARE Board	N/A	\$4,418.00	9/30/2021
	Administrative Expenses for CARE Board or CSBG Grantees.			
TOTALS		2,362	\$214,138.00	

The following page(s) contain the backup material for Agenda Item: [9:35 CSBG CARES Act Grant Funding Contract](#)

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

**OFFICE**

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

Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

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

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: CSBG CARES Act Grant Funding Contract

DATE: 09/25/2020

Attached you will find the 2020-2022 Community Services Block Grant (CSBG) CARES Act funding contract. The purpose of this contract is to provide supplemental funds to enhance the poverty-fighting efforts and to prevent, prepare for, and respond to the impacts of the Coronavirus pandemic. These funds were available to the current CSBG subrecipients. The CARE Board polled the subrecipients, and only two at the time had clients needing services that could be attributed to Coronavirus. Both subrecipients identified the same needs, food, and medical/dental assistance. Because the Council of Community Services already had funding and a program established for these needs, the CARE Board elected to fund the Council of Community Services with these funds and notify other Human Service Agencies in the community that these funds are available for food /or medical/dental assistance.

The funding available for Campbell County for the CSBG CARE Act is \$296,504.00. Contingent upon available Federal funding, and whether or not the Federal Government releases the remaining allocation of CSBG funds, the guaranteed funding amount is \$74,126.00 with the possibility of receiving \$223,378.00 more dollars. These funds are Federal funds under Catalog of Federal Domestic Assistance# 93.569. Funds can be used for services provided from March 27, 2020, through September 30, 2022. The County Attorney's Office, Human Resources/RISK Management, and Grants Specialist have reviewed the contract. Revisions were requested to the insurance section on 08/21/2020, and we received the revisions from the AG's office on 09/25/2020.

Beth Raab and a CARE Board Member will be presenting this contract.

Thank you!

GRANT CONTRACT REVIEW FORM

GRANT NAME:

CARES ACT CSBG
Bethany Reab

Grants
Review:

9/25/20
(Date)

Risk Mgt.
Review:

Crystal Nichols

8/21/20
(Date)

Attorney
Review:

Jenny Staeben

8/21/20
(Date)

REVISIONS REQUIRED

NO REVISIONS REQUIRED

Revisions requested to insurance language
section per Jenny Staeben

Changes made & confirmed
9/25/20

NOTES,
CHANGES
NEEDED,
ETC.:

DOCUMENT COMPLETE AND READY FOR COMMISSIONERS:

9/25/20



401 Hathaway Building • Cheyenne, WY 82002
Phone (307) 777-7656 • 1-866-571-0944
Fax (307) 777-7439 • www.health.wyo.gov



Michael A. Ceballos
Director

Mark Gordon
Governor

September 22, 2020

Ref: JG-2020-003

Campbell County
500 South Gillette Avenue, Ste 1100
Gillette, Wyoming 82716

Dear Bethany Raab,

Please find enclosed the contract between Wyoming Department of Health, Community Services Program, and Campbell County for the Community Services Block Grant (CSBG) CARES funds . Please review the contract and sign where indicated in **BLUE INK**. Do not write on or make any changes directly to the contract. If changes are required, please email Shawna Pena at shawna.penal@wyo.gov, and she will resubmit to the Attorney General's Office for approval.

Return all documents to my attention at 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, via the enclosed envelope no later than October 1, 2020. Once the contract has been fully executed, a copy will be made available to you.

If you have any questions pertaining to this contract, please contact Shawna Pena at (307)777-2899, or via email, at the address listed above.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jessica Goodwin".

Jessica Goodwin, Contractor
Community Services Program
Rural and Frontier Health Unit
Public Health Division

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

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002 and Campbell County (Subrecipient), whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716-4211. This Contract concerns the Community Services Block Grant Program (CSBG).
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide funding and oversight of the CSBG Coronavirus Aid, Relief, and Economic (CARES) Act supplemental funds to enhance the poverty-fighting efforts and prevent, prepare for, and respond to the impacts of the Coronavirus Disease pandemic through the CSBG network. The funds will act as a supplement to the FY2020, FY2021, FY2022 activities and services provided, and thus will be distributed and charged in a manner consistent with the CSBG Act.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The performance period of the Contract is from March 27, 2020 through September 30, 2022. All services shall be completed during this term.
4. **Payment.**
 - A. Contingent on available funding, the Agency agrees to pay the Subrecipient for the services described in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed two hundred ninety-six thousand, five hundred four dollars (\$296,504.00). Initial funding not to exceed seventy-four thousand, one hundred twenty-six dollars (\$74,126.00) shall be paid upon execution of the Contract. Additional funding may be granted based upon receipt of federal funds not to exceed a total of two hundred twenty-two thousand, three hundred seventy-eight dollars (\$222,378.00). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. The maximum amount of federal funds provided under CFDA# 93.569 shall not exceed two hundred ninety-six thousand, five hundred four dollars (\$296,504.00).
 - C. No payment shall be made for work performed before March 27, 2020. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.

D. Except as otherwise provided in this Contract, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Contract.

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

A. Provide the services described in Attachment A, Statement of Work.

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

A. Pay Subrecipient in accordance with Section 4 above.

B. Recognize this Contract is subject to the FFY 2020 Wyoming CSBG State Management Plan and its addendums and the Subrecipient's CARES Act CSBG Supplemental Application, both of which shall be located for review at the Agency and are incorporated into this Contract by this reference.

C. Consult with the Subrecipient, as necessary, regarding the requirements of this Contract.

D. Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.

E. Provide training and technical assistance as necessary.

7. **Special Provisions.**

A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.

B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:

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

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

in effect; or

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

- D. Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities.** By signing this Contract, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.
- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract. Federal law requires the Subrecipient to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each sub-subrecipient.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

- J. Suspension and Debarment.** By signing this Contract, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; Subtitle B of Public Law 105-285, the “Community Services Block Grant Act”; C.F.R. Title 45, Part 96, Subpart I; the U.S. Department of Health and Human Services 2019 Poverty Guidelines for the 2020 federal fiscal year, 2020 Poverty Guideline for the 2021 federal fiscal year, and the 2021 Poverty Guidelines for the 2022 fiscal year which are incorporated into this Contract by this reference; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance, which is incorporated into this Contract by this reference as provided to it by Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Contract. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency’s records.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be

able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.

- O. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.
- P. Health Equity.** The Subrecipient 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.
- Q. Construction Prohibitions.** Subrecipient agrees this Contract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.
- R. Drug-Free Workplace Requirement.** Subrecipient agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Subrecipient agrees to notify the Agency if an employee is convicted of violating a criminal drug statute so the Agency can notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.
- S. Pro-Kids Act of 1994.** Subrecipient agrees to not permit smoking in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of eighteen (18), if the services are funded by CSBG or any other Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The above language must be included in any subcontracts that contain provisions for children's services and all sub-subrecipients shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to one thousand dollars (\$1,000.00) per day.

- T. Purchase of American-Made Equipment.** Subrecipient agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American-made.
- U. Religious Activities.** The Subrecipient and any sub-subrecipient shall not use the

CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.

V. Whistleblower Protection Act. Pursuant to 41 U.S.C. § 4712, an employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate for misconduct), a court or grand jury, the head of a federal agency, or their representatives, information that the employee reasonably believes is evidence of:

- (i) Gross mismanagement of a federal contract or grant relating to covered funds;
- (ii) A gross waste of covered funds;
- (iii) A substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (iv) An abuse of authority related to the implementation or use of covered funds; or
- (v) A violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a Contract) or grant, awarded or issued relating to covered funds.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The

Subrecipient shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other Subrecipients for work related to this Contract. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Contract, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Contract.** This Contract, consisting of eleven (11) pages; Attachment A, Statement of Work, consisting of three (3) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any

attachment or document incorporated by reference, the language of this Contract shall control.

- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Contract.
- O. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in

the performance of this Contract. Except as set forth in Section K of Attachment A, upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- S. Insurance Requirements.** County is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq. County certifies that it carries its own insurance through a private carrier. County shall provide a certificate of insurance to the Agency providing proof of insurance coverage with limits that match or exceed the amounts allowed under Wyo. Stat. § 1-39-118.
- T. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

- W. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Contract. If at any time during the performance of this Contract, in the opinion of the Agency, the work is not progressing satisfactorily or within the terms of this Contract, then, at the discretion of the Agency and after written notice to the Subrecipient, the Agency may terminate this Contract or any part of it. As of the termination date, the Subrecipient will be entitled to a pro rata payment for all work accomplished and accepted by the Agency; however, the Subrecipient shall be liable to the Agency for the entire cost of replacement services for the duration of the Contract term.
- X. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- Y. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- AA. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- BB. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Subrecipient of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency. The Subrecipient'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 Contract by the Agency.

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

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

AGENCY:
Wyoming Department of Health, Public Health Division

Michael A. Ceballos, Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

SUBRECIPIENT:
Campbell County

DG Reardon, Commissioner Chairman

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Bobbi K. Owen, Assistant Attorney General



Date

ATTACHMENT A
STATEMENT OF WORK
Community Services Block Grant

General Description

This document is a Statement of Work (SOW) to identify and describe projects to be performed through the Community Services Block Grant Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Supplemental in Campbell County, Wyoming during the term of this Contract. The goal of the CARES Act is to enhance the poverty-fighting efforts and prevent, prepare for, and respond to the impacts of the Coronavirus Disease pandemic through the Community Services Block Grant (CSBG) network.

Responsibilities of Subrecipient

Campbell County (Subrecipient) agrees to:

- A. State Management Plan and Application.** Recognize this Contract is subject to the FFY 2020 Wyoming CSBG State Management Plan and addendums and the Subrecipient's FFY 2020 CSBG CARES Act Application, both of which shall be located for review at the Wyoming Department of Health, Public Health Division (Agency).
- B. Annual Report.** Collect, maintain, and compile the federally required demographic, programmatic, and financial data and submit in compiled format the Annual Report to the Agency by a date determined by the Office of Community Services and the Agency. This is generally from December through March.
- C. Data Reporting.** Subrecipient shall utilize the CSBG statewide data system provided by the Agency.
- D. Eligibility Requirements.** Abide by the federal eligibility requirements of the CARES Act through an application process which requires proof of income that indicates the applicant(s) is at or below two hundred percent (200%) of the Federal Poverty Guidelines. The 2019 poverty guidelines will be used to determine eligibility until September 30, 2020. Beginning October 1, 2020, the 2020 poverty guidelines will be used to determine eligibility until September 30, 2021. Beginning October 1, 2021, the 2021 poverty guidelines will be used to determine eligibility until September 30, 2022.
- E. Grant Recovery.** CSBG CARES Act funds cannot be carried over. The Agency shall be entitled to recover from the Subrecipient any full or partial payment made under the Contract for: 1) any payments used for purposes not authorized, or performed outside the Contract; 2) any payments for services the Subrecipient is unable to provide; and 3) any payments for services the Subrecipient did not provide but was required to provide under the terms of the Contract.
- F. Monitoring.** Monitor each sub-subrecipient on-site at least one (1) time during the budget period to ensure compliance with federal requirements and performance goals. Monitoring reports should be completed within sixty (60) days after the visit and copies of the report should be provided to the sub-subrecipient and the Agency. Any findings should be noted and required follow-up should be explained in detail. Any sub-subrecipient with significant findings should be placed on a Corrective Action Plan (CAP) or Quality Improvement Plan (QIP) following the process for such as outlined in CSP Policy #4: Corrective Action, Termination, or Reduction of Funding, which is incorporated into this attachment by this reference. A follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within sixty (60) days after the visit and copies of the report sent to

**ATTACHMENT A
STATEMENT OF WORK
Community Services Block Grant**

the sub-subrecipient and the Agency. Any consistent noncompliance issues should be reported to the Agency as appropriate.

- G. Monthly Expenditure Report.** Submit monthly expenditure reports by the 10th day of each month for the preceding month. These reports should be completed by each service provider and a compiled report shall be completed by the Subrecipient. This report shall indicate the actual current month expenses, year-to-date expenses for the Contract term, and percent expended by line item, as approved and submitted in the Subrecipient's application.
- H. Quarterly Performance Report.** Submit a Quarterly Performance Report (QPR) to the Agency on the 10th day of the following month preceding the completion of a quarter. QPRs should be completed with input and guidance from the Subrecipient's Tripartite Board, and will require a Board Chair signature upon submission to the Agency. Failure to complete a QPR in the timeframe listed above will result in a hold placed on Subrecipient's reimbursement for the prior month of services.
- I. Referral for Employment and Training Activities.** To refer, as appropriate, income eligible clients to the Wyoming Department of Workforce, One-Stop Centers.
- J. Child Support Services Referrals.** To refer, as appropriate, custodial parents in single-parent families that participate in CSBG-funded programs, and eligible parents to the Wyoming Department of Health, Child Support Program.
- K. Retention of Records.** Maintain records, documents, and other evidence which sufficiently reflects all expenditures under this Contract for a period of three (3) years after the termination of this Contract. Such records shall be made available to the Agency or its designee, or the appropriate federal agency for review and audit.
- L. Subcontracts.** Sign a legally binding agreement or contract with any and all CSBG service providers to include the provisions of this Contract, as applicable. Provide the Agency with a copy of the agreement(s).
- M. Time Allocation Analysis.** Conduct a time allocation analysis for any position dually-funded from other sources of funds to account for apportioned time charged against this Contract.
- N. Financial Statements and Audits.** Abide by the Wyoming Department of Health Financial Statements and Audit policy FS-2011, which is incorporated into this attachment by this reference.

Timelines and Deliverables

**ATTACHMENT A
STATEMENT OF WORK
Community Services Block Grant**

The following table shows specific projects, estimated number of clients to be served, amount of funding allocated to each project, and end dates. Subrecipient will provide services and activities to low-income individuals and families until September 30, 2022 and will continuously pursue all options to effectively serve as many clients in need with the amount of funding granted to each project. Up to thirty percent (30%) of the total allocation can be shifted between the services and activities categories with prior approval by the Community Services Program Manager.

Campbell County CSBG Projects				
Project	Program Name	Estimated Clients to be Served	Amount Funded not to Exceed	Contract End Date
	Description			
1	Council of Community Services	135	\$296,504.00	9/30/2022
	Provide services and activities to prevent, prepare for, and respond to the impacts of COVID-19 through Education, Employment, Income and Asset Building, Housing, Health and Social/Behavioral Development, and Civic Engagement and Community Involvement federal domains.			
TOTALS		135	\$296,504.00	

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The following page(s) contain the backup material for Agenda Item: [9:40 CSBG CARES Act Subaward Agreement, Council of Community Services](#)

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



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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: CSBG CARES Act Subaward Agreement

DATE: 09/29/2020

Attached you will find the 2020-2022 Community Services Block Grant (CSBG) CARES Act Subaward Agreement for Council of Community Services.

Ms. Jenny Staeben drafted this agreement. This agreement is to serve the purpose of memorializing the terms that the Council must operate under concerning utilizing CSBG CARES Act funding.

Mikel Scott will be presenting this contract.

Thank you!

COUNCIL OF COMMUNITY SERVICES

SUBAWARD GRANT AGREEMENT

CFDA # 93.569

THIS AGREEMENT is entered into by and between Campbell County, Wyoming, by and through its Board of County Commissioners (herein referred to as The Board), of 500 S. Gillette Ave., Ste. 1100, Gillette, WY 82716 and the Council of Community Services, of 114 South 4-J Road, Gillette, Wyoming 82716;

WITNESSETH:

WHEREAS, The Board has submitted its application to receive federal grant funding from the CSBG Coronavirus Aid, Relief, and Economic (CARES) Act (herein referred to as “CARES Act”), administered by Wyoming Department of Health, Public Health Division (herein referred to as Public Health); and

WHEREAS, the CARES Act through Public Health has awarded The Board the total sum of two hundred ninety-six thousand five hundred four dollars (\$296,504.00) to be used as approved in the work plan; and

WHEREAS, The Board must enter into a contract with Public Health setting forth certain terms upon which the funding is conditioned;

NOW THEREFORE, the parties agree as follows:

- 1) Council of Community Services hereby agrees to provide services as set out and approved under the work plan as set forth in the attached agreement pertaining to federal award identification number CFDA #93.569 for the period commencing March 27, 2020 and ending September 30, 2022, and all referenced attachments identified as Exhibit A and by this reference incorporated herein.

- 2) Council of Community Services agrees to administer the program as outlined in the work plan to the best of its ability without creating exposure of liability to The Board and hold them harmless and indemnify The Board and Campbell County for any acts, errors, or emissions of Council of Community Services, its agents, employees, contractors or subcontractors in the administration of this program. It is specifically agreed and

understood that a condition of the grant award is quarterly reporting and the gathering and keeping of data in order to secure output measure for reporting purposes. Council of Community Services agrees to cooperate in all respects with regard to complying with this requirement and all other requirements set forth in attached Exhibit A.

- 3) It is specifically agreed and understood that the amount of funding to be contributed by The Board is limited to the funding received from Public Health through the CARES Act grant referenced in the recital clause to this agreement. Council of Community Services shall be responsible for any and all additional costs, including but not limited to, all liability for any costs of this program which exceed the amount of the funds received herein. Additionally, The Board's obligation to reimburse up to the amount of the grant funding referenced herein is conditioned upon actual receipt of the same. If for any reason The Board should not receive such funding, its obligations under this agreement are null and void and the terms of this agreement are not a general obligation of The Board or a commitment for funding out of its general revenue.
- 4) In the event Council of Community Services fails to abide by the terms and conditions of Exhibit A; attached hereto or this agreement, The Board may immediately suspend payments provided for under this agreement and transfer such funding to another entity that is willing and able to perform the services provided for under this agreement.
- 5) In addition to the above remedy, in the event Council of Community Services defaults or is deficient in the performance of any term of this agreement or any requirements as set out in Exhibit A, or any rules and regulations under the CARES Act grant program, The Board shall have the right to exercise all remedies provided by law or in equity, including without limitations:
 - a. Immediately terminating this agreement without further liability of obligation of The Board;
 - b. Advising Council of Community Services to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;

- c. Changing the method of payment to Council of Community Services; and/or
- d. Reducing, withdrawing, suspending or adjusting the amount of the funds given to Council of Community Services under this agreement.

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

DATED this _____ day of _____, 2020.

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

BY: D.G. Reardon, Chairman

ATTEST:

Susan Saunders, County Clerk

COUNCIL OF COMMUNITY SERVICES

BY: Christina Perry, Board Chair

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

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002 and Campbell County (Subrecipient), whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716-4211. This Contract concerns the Community Services Block Grant Program (CSBG).
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide funding and oversight of the CSBG Coronavirus Aid, Relief, and Economic (CARES) Act supplemental funds to enhance the poverty-fighting efforts and prevent, prepare for, and respond to the impacts of the Coronavirus Disease pandemic through the CSBG network. The funds will act as a supplement to the FY2020, FY2021, FY2022 activities and services provided, and thus will be distributed and charged in a manner consistent with the CSBG Act.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The performance period of the Contract is from March 27, 2020 through September 30, 2022. All services shall be completed during this term.
4. **Payment.**
 - A. Contingent on available funding, the Agency agrees to pay the Subrecipient for the services described in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed two hundred ninety-six thousand, five hundred four dollars (\$296,504.00). Initial funding not to exceed seventy-four thousand, one hundred twenty-six dollars (\$74,126.00) shall be paid upon execution of the Contract. Additional funding may be granted based upon receipt of federal funds not to exceed a total of two hundred twenty-two thousand, three hundred seventy-eight dollars (\$222,378.00). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. The maximum amount of federal funds provided under CFDA# 93.569 shall not exceed two hundred ninety-six thousand, five hundred four dollars (\$296,504.00).
 - C. No payment shall be made for work performed before March 27, 2020. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.

- D. Except as otherwise provided in this Contract, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Contract.
5. **Responsibilities of Subrecipient.** The Subrecipient agrees to:
- A. Provide the services described in Attachment A, Statement of Work.
6. **Responsibilities of Agency.** The Agency agrees to:
- A. Pay Subrecipient in accordance with Section 4 above.
 - B. Recognize this Contract is subject to the FFY 2020 Wyoming CSBG State Management Plan and its addendums and the Subrecipient's CARES Act CSBG Supplemental Application, both of which shall be located for review at the Agency and are incorporated into this Contract by this reference.
 - C. Consult with the Subrecipient, as necessary, regarding the requirements of this Contract.
 - D. Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.
 - E. Provide training and technical assistance as necessary.
7. **Special Provisions.**
- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
 - B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
 - C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is

in effect; or

- (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. **Limitations on Lobbying Activities.** By signing this Contract, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.
- G. **Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract. Federal law requires the Subrecipient to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each sub-subrecipient.
- H. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

- J. Suspension and Debarment.** By signing this Contract, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; Subtitle B of Public Law 105-285, the “Community Services Block Grant Act”; C.F.R. Title 45, Part 96, Subpart I; the U.S. Department of Health and Human Services 2019 Poverty Guidelines for the 2020 federal fiscal year, 2020 Poverty Guideline for the 2021 federal fiscal year, and the 2021 Poverty Guidelines for the 2022 fiscal year which are incorporated into this Contract by this reference; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance, which is incorporated into this Contract by this reference as provided to it by Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Contract. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency’s records.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be

able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.

- O. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.
- P. Health Equity.** The Subrecipient 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.
- Q. Construction Prohibitions.** Subrecipient agrees this Contract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.
- R. Drug-Free Workplace Requirement.** Subrecipient agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Subrecipient agrees to notify the Agency if an employee is convicted of violating a criminal drug statute so the Agency can notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.
- S. Pro-Kids Act of 1994.** Subrecipient agrees to not permit smoking in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of eighteen (18), if the services are funded by CSBG or any other Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The above language must be included in any subcontracts that contain provisions for children's services and all sub-subrecipients shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to one thousand dollars (\$1,000.00) per day.

- T. Purchase of American-Made Equipment.** Subrecipient agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American-made.
- U. Religious Activities.** The Subrecipient and any sub-subrecipient shall not use the

CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.

V. **Whistleblower Protection Act.** Pursuant to 41 U.S.C. § 4712, an employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate for misconduct), a court or grand jury, the head of a federal agency, or their representatives, information that the employee reasonably believes is evidence of:

- (i) Gross mismanagement of a federal contract or grant relating to covered funds;
- (ii) A gross waste of covered funds;
- (iii) A substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (iv) An abuse of authority related to the implementation or use of covered funds; or
- (v) A violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a Contract) or grant, awarded or issued relating to covered funds.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The

Subrecipient shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other Subrecipients for work related to this Contract. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Contract, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Contract.** This Contract, consisting of eleven (11) pages; Attachment A, Statement of Work, consisting of three (3) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any

attachment or document incorporated by reference, the language of this Contract shall control.

- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Contract.
- O. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in

the performance of this Contract. Except as set forth in Section K of Attachment A, upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- S. Insurance Requirements.** County is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq. County certifies that it carries its own insurance through a private carrier. County shall provide a certificate of insurance to the Agency providing proof of insurance coverage with limits that match or exceed the amounts allowed under Wyo. Stat. § 1-39-118.
- T. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

- W. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Contract. If at any time during the performance of this Contract, in the opinion of the Agency, the work is not progressing satisfactorily or within the terms of this Contract, then, at the discretion of the Agency and after written notice to the Subrecipient, the Agency may terminate this Contract or any part of it. As of the termination date, the Subrecipient will be entitled to a pro rata payment for all work accomplished and accepted by the Agency; however, the Subrecipient shall be liable to the Agency for the entire cost of replacement services for the duration of the Contract term.
- X. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- Y. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- AA. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- BB. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Subrecipient of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency. The Subrecipient'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 Contract by the Agency.

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

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

AGENCY:

Wyoming Department of Health, Public Health Division

Michael A. Ceballos, Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

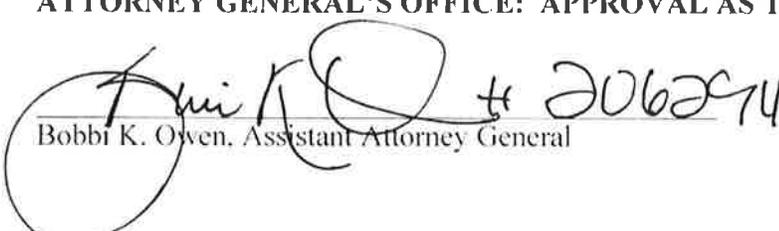
SUBRECIPIENT:

Campbell County

DG Reardon, Commissioner Chairman

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Bobbi K. Owen, Assistant Attorney General

9-18-2020

Date

**ATTACHMENT A
STATEMENT OF WORK
Community Services Block Grant**

General Description

This document is a Statement of Work (SOW) to identify and describe projects to be performed through the Community Services Block Grant Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Supplemental in Campbell County, Wyoming during the term of this Contract. The goal of the CARES Act is to enhance the poverty-fighting efforts and prevent, prepare for, and respond to the impacts of the Coronavirus Disease pandemic through the Community Services Block Grant (CSBG) network.

Responsibilities of Subrecipient

Campbell County (Subrecipient) agrees to:

- A. State Management Plan and Application.** Recognize this Contract is subject to the FFY 2020 Wyoming CSBG State Management Plan and addendums and the Subrecipient's FFY 2020 CSBG CARES Act Application, both of which shall be located for review at the Wyoming Department of Health, Public Health Division (Agency).
- B. Annual Report.** Collect, maintain, and compile the federally required demographic, programmatic, and financial data and submit in compiled format the Annual Report to the Agency by a date determined by the Office of Community Services and the Agency. This is generally from December through March.
- C. Data Reporting.** Subrecipient shall utilize the CSBG statewide data system provided by the Agency.
- D. Eligibility Requirements.** Abide by the federal eligibility requirements of the CARES Act through an application process which requires proof of income that indicates the applicant(s) is at or below two hundred percent (200%) of the Federal Poverty Guidelines. The 2019 poverty guidelines will be used to determine eligibility until September 30, 2020. Beginning October 1, 2020, the 2020 poverty guidelines will be used to determine eligibility until September 30, 2021. Beginning October 1, 2021, the 2021 poverty guidelines will be used to determine eligibility until September 30, 2022.
- E. Grant Recovery.** CSBG CARES Act funds cannot be carried over. The Agency shall be entitled to recover from the Subrecipient any full or partial payment made under the Contract for: 1) any payments used for purposes not authorized, or performed outside the Contract; 2) any payments for services the Subrecipient is unable to provide; and 3) any payments for services the Subrecipient did not provide but was required to provide under the terms of the Contract.
- F. Monitoring.** Monitor each sub-subrecipient on-site at least one (1) time during the budget period to ensure compliance with federal requirements and performance goals. Monitoring reports should be completed within sixty (60) days after the visit and copies of the report should be provided to the sub-subrecipient and the Agency. Any findings should be noted and required follow-up should be explained in detail. Any sub-subrecipient with significant findings should be placed on a Corrective Action Plan (CAP) or Quality Improvement Plan (QIP) following the process for such as outlined in CSP Policy #4: Corrective Action, Termination, or Reduction of Funding, which is incorporated into this attachment by this reference. A follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within sixty (60) days after the visit and copies of the report sent to

**ATTACHMENT A
STATEMENT OF WORK
Community Services Block Grant**

the sub-subrecipient and the Agency. Any consistent noncompliance issues should be reported to the Agency as appropriate.

- G. Monthly Expenditure Report.** Submit monthly expenditure reports by the 10th day of each month for the preceding month. These reports should be completed by each service provider and a compiled report shall be completed by the Subrecipient. This report shall indicate the actual current month expenses, year-to-date expenses for the Contract term, and percent expended by line item, as approved and submitted in the Subrecipient's application.
- H. Quarterly Performance Report.** Submit a Quarterly Performance Report (QPR) to the Agency on the 10th day of the following month preceding the completion of a quarter. QPRs should be completed with input and guidance from the Subrecipient's Tripartite Board, and will require a Board Chair signature upon submission to the Agency. Failure to complete a QPR in the timeframe listed above will result in a hold placed on Subrecipient's reimbursement for the prior month of services.
- I. Referral for Employment and Training Activities.** To refer, as appropriate, income eligible clients to the Wyoming Department of Workforce, One-Stop Centers.
- J. Child Support Services Referrals.** To refer, as appropriate, custodial parents in single-parent families that participate in CSBG-funded programs, and eligible parents to the Wyoming Department of Health, Child Support Program.
- K. Retention of Records.** Maintain records, documents, and other evidence which sufficiently reflects all expenditures under this Contract for a period of three (3) years after the termination of this Contract. Such records shall be made available to the Agency or its designee, or the appropriate federal agency for review and audit.
- L. Subcontracts.** Sign a legally binding agreement or contract with any and all CSBG service providers to include the provisions of this Contract, as applicable. Provide the Agency with a copy of the agreement(s).
- M. Time Allocation Analysis.** Conduct a time allocation analysis for any position dually-funded from other sources of funds to account for apportioned time charged against this Contract.
- N. Financial Statements and Audits.** Abide by the Wyoming Department of Health Financial Statements and Audit policy FS-2011, which is incorporated into this attachment by this reference.

Timelines and Deliverables

**ATTACHMENT A
STATEMENT OF WORK
Community Services Block Grant**

The following table shows specific projects, estimated number of clients to be served, amount of funding allocated to each project, and end dates. Subrecipient will provide services and activities to low-income individuals and families until September 30, 2022 and will continuously pursue all options to effectively serve as many clients in need with the amount of funding granted to each project. Up to thirty percent (30%) of the total allocation can be shifted between the services and activities categories with prior approval by the Community Services Program Manager.

Campbell County CSBG Projects				
Project	Program Name:	Estimated Clients to be Served	Amount Funded not to Exceed	Contract End Date
	Description			
1	Council of Community Services	135	\$296,504.00	9/30/2022
	Provide services and activities to prevent, prepare for, and respond to the impacts of COVID-19 through Education, Employment, Income and Asset Building, Housing, Health and Social/Behavioral Development, and Civic Engagement and Community Involvement federal domains.			
TOTALS		135	\$296,504.00	

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The following page(s) contain the backup material for Agenda Item: [9:45 EWU Student Affiliation Agreement, Children's Developmental Services](#)

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

MEMORANDUM

To: Board of Campbell County Commissioners

From: Bob Tranas 

Date: September 30, 2020

RE: Eastern Washington University Student Affiliation Agreement

Please find the attached affiliation agreement between Children's Developmental Services (CDS) and Eastern Washington University (EWU). The intended purpose of this agreement between CDS and EWU is to provide a clinical experience for an Occupational Therapy student from EWU at CDS. The student from EWU will work directly with our licensed Occupational Therapists for a 12-week rotation. The clinical experience will include opportunities to work with children from birth through five years of age who qualify for disability services.

This agreement has been reviewed by Jenny Staeben, Deputy County Attorney, myself, and representatives from EWU. The agreement is ready for your consideration for approval.

I will be available for questions.



COMMUNICATION DISORDERS, OCCUPATIONAL THERAPY AND PHYSICAL THERAPY STUDENT AFFILIATION AGREEMENT

This Agreement is made and entered into by and between **Eastern Washington University** ("EWU"), located at 526 5th St, Cheney, WA 99004 and **Children's Developmental Services of Campbell County** ("Facility"), located at 1801 S. 4-J Road, Gillette, WY 82718.

The purpose of this Agreement is to cooperate in providing clinical educational experiences for **Communication Disorders, Occupational Therapy, and Physical Therapy** students of EWU. In consideration of the mutual benefits of such a clinical educational program ("Program"), the parties to this Agreement agree that the Program shall be covered by and subject to the following conditions:

A. MUTUAL RIGHTS AND RESPONSIBILITIES

1. The parties agree to cooperate in jointly planning a Program through EWU at the Facility and in jointly evaluating EWU students.
2. The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. Neither party will discriminate, to the extent required by state and federal law, on the basis of race, religion, color, national origin, marital status, sex, sexual orientation, gender identity, age, genetic information, pregnancy, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability.
3. Visits by EWU staff to the Facility for the purposes of planning and evaluating the Program, discussing student performance, learning new skills, and arranging for additional educational experiences will be welcomed.
4. EWU and Facility will instruct their respective faculty, staff, and students participating in the Program, to maintain confidentiality of student and patient information as required by law, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA), and by the respective policies and procedures of EWU and Facility.
5. EWU, at its discretion, will assign students to participate in clinical education at Facility. Before agreeing to take students, the Facility may ask for certain documentation regarding the students, such as immunization records or criminal background checks. EWU will inform students that they must provide the information requested by the Facility if they wish to participate in the Program at the Facility. Facility may refuse to allow students to participate at its Facility for any lawful reason. Additional information about EWU's responsibilities is contained in section B.
6. The students and the Facility's staff shall conduct themselves in accordance with each Program's national professional organizational standards of conduct, as follows:
 - Communication Disorders: Council of Academic Accreditation (CAA) and the American Speech-Language-Hearing Association (ASHA).
 - Occupational Therapy: Accreditation Council for Occupational Therapy Education (ACOTE) and the American Occupational Therapy Association (AOTA).
 - Physical Therapy: American Physical Therapy Association (APTA).
7. Before publishing any material based on a student's experience at Facility under this Agreement, EWU students and staff must obtain prior written approval from the Facility and EWU.
8. There will be no payment of charges or fees between EWU and Facility.

B. EWU RESPONSIBILITIES

1. Assure continuing compliance with the educational standards established by the professional accrediting association. EWU will be responsible for instruction and administration of the students' academic education program.
2. Plan and administer the Program, while encouraging Facility staff participation. EWU will provide information to Facility concerning its curriculum and the professional and academic credentials of its faculty for the students at the Facility.
3. Designate an appropriately qualified and credentialed faculty member ("internship/practicum coordinator") to coordinate and act as the liaison with Facility. The internship/practicum coordinator will arrange the schedule of student assignments in cooperation with the Facility.
4. Select for participation in the Program only those students who have successfully completed all prerequisite training requirements for the Program and who have successfully completed all EWU academic requirements.
5. Provide the Facility with the names of students and information regarding the students' level of preparation and prior experience as well as materials for the evaluation of the students. EWU will try to provide this information at least four weeks before the beginning date of the Program. EWU is responsible for supplying any additional information required by Facility as set forth in this Agreement, prior to the arrival of students. EWU will notify Facility in writing of any change in a student's status.
6. Determine the students' final grade for the clinical experience.
7. If required by Facility for students who will be in contact with patients/clients, EWU will obtain from student evidence of current immunizations relevant to clinical education.
8. Assign to Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum and who have evidence of completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom they will be working, if required by Facility.
9. If necessary, EWU will ask each student who may be placed at Facility to obtain his/her criminal history background record from the Washington State Patrol, pursuant to RCW 43.43.834 and RCW 43.43.838, to release a copy of that record to EWU, and to authorize EWU to transmit that record or copy thereof to Facility. Before the start of training at the Facility, EWU will provide Facility with the names of any students who have failed to provide the requested records, or who refuse to authorize the release of records to Facility. The students will be informed that, whether or not they agree to obtain the record and agree to release it to EWU and Facility, Facility may conduct the background inquiry directly and the Facility may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct. Facility understands and agrees that any information forwarded to it by EWU has been procured through this process. EWU does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of Facility.
10. Comply with and ensure, to the extent possible, that students comply with the policies and procedures established by Facility. EWU will notify each student of his/her status and responsibilities pursuant to this Agreement. This includes notification to students of the need to procure the insurance coverage required by the Facility as identified below prior to being admitted to the Facility.
11. Encourage each student participating in the Program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the Program. EWU will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

C. FACILITY RESPONSIBILITIES

1. Designate a coordinator to act as liaison with EWU and to provide the students and EWU with feedback on the students' performance. Facility will submit in writing to EWU the professional and academic credentials for the Facility coordinator and supervisors. Facility will notify EWU in writing of any change or proposed change in the coordinator or supervisors. Facility coordinator shall possess the following minimum requirements:
 - For Communication Disorders, the Facility agrees to place students with clinicians holding the ASHA CCC and to supervise students according to ASHA requirements.
 - For Occupational Therapy Level I fieldwork, the Facility agrees to provide supervision of the students by qualified personnel including, but not limited to, currently licensed or otherwise regulated occupational therapists and occupational therapy assistants, psychologists, physician assistants, teachers, social workers, certified prosthetists and orthotists, nurses, physical therapists, recreational therapists or counselors. For Level II fieldwork, the Facility agrees to provide supervision of the students by a licensed occupational therapist with a minimum of one year of experience.
 - For Physical Therapy, the Facility agrees to provide supervision of the students by a Physical Therapist who has a minimum of one year of experience.
2. Provide students with a desirable clinical education experience within the scope of services provided by Facility. Provide a patient/client caseload appropriate to the students' level and ability and of adequate size and variety to ensure the educational experience.
3. Provide the students with instruction and practical experience on new equipment and techniques as acquired. Facility will make available to students basic supplies and equipment necessary for care of patients/clients and the Program. Within the limitation of facilities, Facility will make available office and conference space for students and, if applicable, EWU faculty.
4. Submit required reports on each student's performance and evaluate the students in accordance with EWU's policy.
5. Retain full and sole responsibility for the care rendered to patients/clients, and maintain the quality of patient care without relying on the students' clinical training activities for staffing purposes.
6. Provide an orientation for the student covering the rules, regulations, procedures, facilities, and equipment of the Facility.
7. Maintain an environment free from recognized hazards and ensure a healthy and safe environment for all students and members of its community.
8. Notify EWU as soon as possible of any problems arising with the students or the Program. Facility will have the right to take immediate interim action to correct a situation where a student's actions endanger patient care or otherwise violate Facility's code of conduct, confidentiality agreement(s), health mandates or policies or workplace guidelines, as implemented by Facility. As soon as possible thereafter, Facility's clinical education supervisor will notify EWU of the action taken. Facility will cooperate in providing information about the student's actions to EWU. All final resolutions of the student's academic status in such situations will be made solely by EWU after reviewing the matter and considering whatever written factual information Facility provides to EWU; however, Facility reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of patient care.
9. On any day when a student is participating in the Program at its facilities, Facility will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. In the absence of any similar service being immediately available from student's health care providers, Facility may provide information for where a student may receive medical care, follow-up care, testing and/or counseling, including HIV testing, and counseling associated with that testing. Students shall be financially responsible for the cost of any and all health care or first aid that becomes necessary while students are on-site.

Except as provided in this Agreement, Facility will have no obligation to furnish medical or surgical care to any student. Facility will not incur costs related to the student's health care.

D. OPERATIONAL DETAILS

EWU and Facility agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, EWU may develop letter agreements with Facility to formalize operational details of the Program. These details include, but are not limited to, the following:

- Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the Program);
- Number of students eligible to participate in the Program;
- Specific days, hours and locations for the Program;
- Specific learning objectives and performance expectations for students;
- Specific allocation of responsibilities for the EWU faculty, Facility coordinator, and any other persons who will be supervising students under this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

Any such letter agreements will be considered to be attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

E. STUDENTS' STATUS AND RESPONSIBILITIES

1. Students will have the status of learners and will not replace Facility personnel. Any service rendered by students is incidental to the educational purpose of the Program.
2. Students assigned to the Facility will be and will remain students of EWU, and will in no sense be considered employees of Facility. Students will not be entitled to any monetary or other remuneration for services performed by them at Facility, nor will Facility otherwise have any monetary obligation to EWU or its students by virtue of this Agreement.
3. Before the intern student can work with children, the following shall be completed by students of EWU and on file with Facility:
 - Current TB test results and risk assessment;
 - A Wyoming child abuse/neglect Central Registry check which does not reveal any disqualifying information.
 - Completed National Sex Offender Registry check and state Sex Offender Registry checks for Wyoming and for each state the person has lived in for the past five (5) years. A person shall not be employed or present in the facility if the Sex Offender Registry check(s) states the person is a registered sex offender.
 - A full fingerprint based national criminal history record background check.
 - Read, understand, and sign the Facility's Confidentiality Agreement.
 - Read, understand, and sign the Facility's Code of Conduct.
 - Agree to follow the Facility's Employee Guidelines; despite agreeing to follow Facility's Employee Guidelines, student is at all times considered an independent contractor and under no circumstances to be considered an employee of Campbell County.
 - Agree to follow and/or execute any and all health policies or mandates as identified and implemented by the Facility and/or the State of Wyoming.

F. LIABILITY COVERAGE PROVISIONS

1. Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, agents, or officers. Neither party will be considered the agent of the other and neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.
2. EWU and its officers, employees, and agents, while acting in good faith within the scope of their official EWU duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW).
3. Facility shall maintain general liability and professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 in the aggregate to cover its employees, officers, and agents in the performance of this Agreement, and further provide the means for defense and payment of claims that may arise against such individuals. Facility shall provide proof of such insurance to EWU upon execution of this Agreement.
4. As required by the Facility for participation in the Program, students will be required to have professional liability insurance with minimum limits of \$1,000,000 each claim and \$3,000,000 in the aggregate while participating in the Program. Certificates of such coverage will be provided to the Facility upon request.

G. TERM. This Agreement shall commence on the date of the last signature and continue thereafter from year to year. The Agreement shall be reviewed no later than three (3) years from its effective date, or earlier at the request of either party.

H. TERMINATION. This Agreement may be canceled by giving the other party at least thirty (30) days advance, written notice of its intention to terminate. In the event of termination, it shall not become effective for students already enrolled and participating in the Program until they have completed their current rotation, unless the Facility has specifically requested a specific participant of the program to be removed or otherwise cease participation in the Program .

I. FORCE MAJEURE. No 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 non-performing party. Such causes may include but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other parties 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 non-performing party. The parties intend and agree that Campbell County does not waive governmental immunity by entering this Agreement and specifically retains all immunities and defenses available pursuant to Wyoming Statute §§1-39-101 through -120 and all other applicable law.

J. NOTICE. The following persons shall be the point of contact for all notices and communications regarding the performance of this Agreement. All notices, demands, requests, or other communications required to be given or sent by EWU or Facility will be in writing and transmitted by email, facsimile, mailed by first-class mail, postage prepaid or by hand delivery to:

Facility	EWU
Children's Developmental Services of Campbell County Attn: Trena Bauder, Early Childhood Special Education Coordinator 18010 S. 4-J Road Gillette, WY 82718 Email: tbauder@ccgov.net Phone: (307) 682-2392 Fax: (307) 682-8463	Procurement & Contracts Eastern Washington University 218 Tawanka Hall Cheney, WA 99004-2456 Email: contracts@ewu.edu Phone: (509) 359-2253 Fax: (509) 359-7984

Each party may designate a change of address by notice in writing. All notice, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the US mail, postage prepaid.

- K. AMENDMENTS.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
- L. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for in this Agreement.
- M. GOVERNMENTAL IMMUNITY.** Campbell County does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available pursuant to Wyoming Statutes §§ 1-39-101 through 1-39-121 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental 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 governmental immunity shall be construed in favor of governmental immunity.
- N. MEDIATION.** In the event of any dispute, claim or upon the written request of either Party, stating in detail the nature of the dispute, authorized representatives of both parties shall meet virtually, via Zoom, Microsoft Teams, teleconference, or other similar form of communication, in a good faith attempt to resolve such dispute within fifteen days of the notice of said issue. If such dispute has not been resolved by virtual meeting and/or negotiations within thirty days of the initial request, prior to taking any other action, the dispute shall be subjected to mediation within sixty days of the initial request. The mediation shall be conducted pursuant to the provisions of Rule 40 of the Wyoming Rules of Civil Procedure. The parties shall mutually agree upon one person to conduct the mediation, but if the parties are unable to agree, they shall request that the Senior Judge of the District Court, Sixth Judicial District, Campbell County, Wyoming, appoint the person to conduct the mediation. The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. To the extent possible and should both parties agree, work may continue under the Agreement while the parties engage in the mediation.
- O. SURVIVAL.** EWU and Facility expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.
- P. ORDER OF PRECEDENCE.** Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:
 - i. This Agreement;
 - ii. Attachments to this Agreement in reverse chronological order.
- Q. SEVERABILITY.** If any provision of this Agreement, or any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.
- R. WAIVER.** Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed as a modification of the terms of this Agreement unless stated to be such in writing and signed by an authorized representative of the party.
- S. INSPECTION.** Facility will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of EWU or an EWU program.
- T. HIPAA.** EWU voluntarily provides students with training on the requirements of HIPAA. Facility will provide additional training on Facility's specific HIPAA policies and procedures. EWU will direct its students and faculty to comply with the policies and procedures of Facility. No protected healthcare information (PHI) is anticipated to be exchanged between Facility and EWU. Solely for the purpose of defining students' role in relation to the use and disclosure of Facility's PHI, students acting pursuant to this Agreement are defined as members of Facility's workforce. However, EWU's students and faculty shall not be considered to be employees of Facility.

U. ELECTRONIC SIGNATURES. A manually signed copy of this Agreement, Terms and Conditions or any amendments or other transaction documents delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

V. APPROVAL. This Agreement shall be subject to the written approval of EWU's authorized representative and shall not be binding until so approved.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the persons signing below, who warrant they have the authority to execute this Agreement.

CAMPBELL COUNTY

EASTERN WASHINGTON UNIVERSITY

Children's Developmental Services of Campbell County

Procurement & Contracts

Signature

Date

Signature

Date

Trena Bauder

Doug Vandenboom

Name

Name

Early Childhood Special Education Coordinator

Director

Title

Title

Campbell County Board of Commissioners

Signature

Date

DG Reardon

Name

Chairman

Title

ATTEST:

ATTEST:

Signature

Date

Signature

Date

Susan Saunders

Name

Name

County Clerk,

Campbell County

Title

Eastern Washington University

Title

The following page(s) contain the backup material for Agenda Item: [9:50 Board Appointments, McKenney ISD](#)

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

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

MEMORANDUM

TO: Board of Campbell County Commissioners

FROM: Charity D. Stewart
Campbell County Elections Coordinator

DATE: September 28, 2020

RE: McKenney Improvement and Service District

Attached to this memo is a request from McKenney Improvement and Service District to appoint Zachary Poitra, Deb Shaw and Robert Maul to their Board of Directors.

This board was appointed in December 2019 and failed to take the steps necessary to hold their election in November of this year. Therefore, they need to be appointed by the Board of Commissioners until the next election in March 2021, in order to have a current Board of Directors.

The district has signed a contract with Cathey Consulting to assistance them with compliance moving forward.

Please contact me if you need more information.

cc:
Carol Seeger

McKenney I & S District

P O Box 1113

Gillette, WY 82717-1113

Email: mckinney2400@outlook.com

List of Purposed Board members

Zachary Poitra

2408 P J Road

Gillette, WY 82716

Cell: 307-257-0229

Deb Shaw

2700 P J Road

Gillette, WY 82716

Cell: 307-680-5234

Robert Maul

2650 P J Road

Gillette, WY 82716

Cell: 307-680-3250

Cathey Consulting
Administrative, Bookkeeping, and Compliance Services

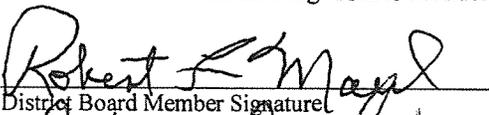
NAME OF DISTRICT: McKenney Improvement & Service District

Monthly Rate: \$375.00

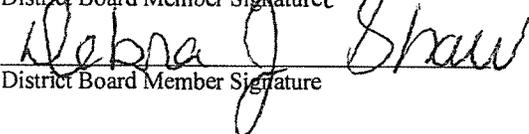
Effective Date: July 29, 2020

Summary of Bookkeeping and Secretarial Services for the District:

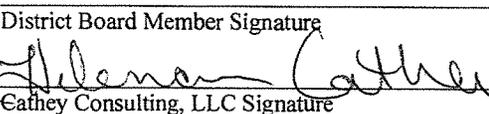
- a. Assist the Board in managing the clerical and statutory obligations of the District / Board.
- b. Prepare agendas for monthly meeting. Take minutes for meetings at the office of Cathey Consulting and assist in the financial management of the District.
- c. Pick up mail and get to the appropriate individuals if anything is urgent. Otherwise handle myself or bring to the next meeting.
- d. Receive data from Water Guy once a month and input into QuickBooks for recordkeeping (dollar amount and date of deposits, total billing amount and any credits, total late fees, and totals of other fees).
- e. Bank reconciliation statements – Reconcile bank statement with computer. Print reports as well as check registers for corresponding time period. Bring to meetings for review and signatures.
- f. Add treasurer information to the meeting agenda – Unpaid Bills List, Receivables data provided by Water Guy, collections status of past due accounts. Prepare checks and vouchers for monthly meeting ready for signatures.
- g. Assist in budget process and putting together assessment list for the CC Assessor.
- h. Monitor assessments. I provide bond on myself.
- i. Maintain QuickBooks data file for District.
- j. Provide storage space for District records at 400 S Gillette Avenue. Serve as Custodian of the District's records to maintain transparency and access for the public to District records as needed.
- k. Complete annual F-32 report and Proof of Cash and other required reports. Complete 1099's.
- l. Assist in ensuring legal ads are run when necessary, for example with budgets and elections.
- m. Assist in election process – preparing ads, ballots, providing polling place, etc.
- n. Assist in County grant applications and pay requests.
- o. Filing is managed on a fiscal year basis unless otherwise requested. Maintain files as directed by the District. (Water Guy to maintain customer files and water system files.)
- p. I am a Notary Public and provide notary services at no additional charge.
- q. Photocopying fees and postage may be charged for large requests for copies and customer requests for public records and mailings.
- r. Update Cathey Consulting website as needed and requested for District information.
- s. I am not to be an authorized signer for the bank account or for contracts or any type of agreements for the District.
- t. I provide my own office equipment – computer, printer, fax, telephone, etc.
- u. Prepare a periodic newsletter for printing and distribution by Water Guy with the monthly billing if requested by the District.
- v. Other newsletters, postcards, etc. will be billed on a time and materials basis (\$.50 per single page / \$1.00 for one page printed on both sides / \$1.50 per envelope / \$1.00 for a postcard – these costs exclude postage which is paid by the District).
- w. Direction and requests are to come from the District Board of Directors, preferably at meetings and workshops.
- x. I do not make decisions for the District. Per the Wyoming statutes, it is the District / Board's responsibility to ensure compliance and set up by-laws, rules and regulations or guidelines. I am an assistant to the Board and assist in maintaining compliance. I am not an attorney or a CPA.
- y. Meeting place at 400 South Gillette Avenue is provided without charge for the District's use as a complimentary service. The meeting room is available on a first come, first reserved basis. Coffee is also provided at meetings if you would like.


District Board Member Signature

08/18/2020
Date


District Board Member Signature

08/18/2020
Date


Cathey Consulting, LLC Signature

8/18/2020
Date

Zachary Paten

The following page(s) contain the backup material for Agenda Item: [9:55 District Support Grant, Pinnacle Heights ISD](#)

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



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: **Pinnacle Heights I&S**
DATE: 9/29/2020

Pinnacle Heights I&S has submitted a District Support Grant application in the amount of \$1,650 for application of 300 tons of crushed asphalt to their District roads

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

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

Total Estimated Project Cost:	\$6,600			
Total Number of District Lots:	14			
Total allowable grant over a 5-yr period:	14	lots	@	\$1,500
Total amount of Grants approved over current 5-yr period:				\$ 21,000
Total amount not subject to \$1500/lot limitation				\$ -
Remaining Grant eligibility this current 5-yr period:				\$ 18,873
Current Fiscal Year Awards	\$ -			O.K.
Remaining Eligibility this Fiscal Year	\$ 50,000	O.K.		

SECTION 4 - Compliance

Pinnacle Heights I&S District compliant with the elections office per a 9/17/2020 memo

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

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	\$ 6,600	\$ 1,650	300 tons @ \$22.00 per ton crushed asphalt
Totals	\$ 6,600	\$ 1,650	Matches grant request

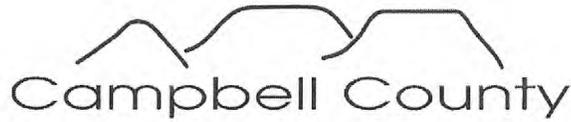
SECTION 6 - Quotes Received

	Company	Total	Notes: * Adjusted to 300 tons to match other quotes
1	Stampede Trucking	\$ 6,600	
2	Simon Contractors	\$ 7,050	
3	Kuhbacher Trucking*	\$ 7,350	
4			

SECTION 7 - Recommendation

I recommend the Board approve the District Support Grant request from Pinnacle Heights I&S Improvement and Service District in an amount not to exceed \$ 1,650 for application of 300 tons of crushed asphalt to their District roads	Funding History	
	5 year	\$2,127
	10 year	\$5,577
Since 2015	\$5,577	

Approved? Y or N \$ Date Approved



DISTRICT SUPPORT GRANT APPLICATION

District Name: Pinnacle Heights I & S District Requested Amount: \$1,050.00

Mailing Address: P.O. Box 2741, Gillette, Wyoming 82717

Contact Person Anita Czapeczka

Day Time Phone: 716-432-7186

Application is requesting financial assistance to form a District Yes No

Applicant is 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.)
PHISD starting to put crushed asphalt on all the roads in the subdivision to aid in dust control and help with road damage caused by weather. PHISD would like to finish the project.

Total project cost (estimated) (itemize on separate sheet): See attached

Projected start date: Fall 2020 Projected completion date: Summer 2021

Briefly describe why the project is needed:
The project is needed to cut down on the road dust and fix pots holes that have developed in several places in the areas that already have crushed asphalt.

Governing Board Members: Paul Czapeczka, Anita Czapeczka, Laura Shamion

Acreage (approximate) of district or proposed district: 80

Date of district formation (if applicable): 10/5/2010

Number of lots: 14

Population of District: Approximately 30

Ratio of developed and undeveloped land: 10 lots are developed; 4 lots are undeveloped

Is it legally platted: Yes

District boundary map included? Yes

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

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

FINANCIAL INFORMATION

Current Mill Levy for the Subdivision \$ 300.00/year/lot

Current Assessed Valuation (County Assessor's Office) \$ 400,316.00

Current Indebtedness \$ 0.00

Current Income Statement and Balance Sheet \$ 30,747.00

Water and sewer rates, tap fees, plant investment fees, association or district dues: (Describe)
None

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

Yes No X

List and describe other potential funding sources:
None that we are aware of

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)

Amita A. Grapczyk

Title: Treasurer

Attest:

Louise A. Ibram
Secretary

Stampede Trucking

300 tons @ \$22.00 a ton = **\$6,600.00**

Kuhbacher

300 tons x \$24.50/ton = **\$7,350.00**

Starrett

300 tons x \$23.50/ton = **\$7,050.00**



Anita Czapeczka <anitaczap@gmail.com>

crushed asphalt quote

1 message

Paul Czapeczka <paulczap@hotmail.com>
To: "anitaczap@gmail.com" <anitaczap@gmail.com>

Mon, Sep 14, 2020 at 9:00 AM

Verbal quote over the phone from Stampede Trucking \$22.00 per ton. 300 ton delivered to Pinnacle Heights Subdivision.



Anita Czapeczka <anitaczap@gmail.com>

Fw: 7-29-20 Quote for crushed asphalt - Pinnacle Heights

1 message

Paul Czapeczka <paulczap@hotmail.com>
To: "anitaczap@gmail.com" <anitaczap@gmail.com>

Tue, Aug 18, 2020 at 7:56 AM

From: Kuhbacher Trucking <ktrucking99@gmail.com>
Sent: Wednesday, July 29, 2020 1:12 PM
To: Paul Czapaska <paulczap@hotmail.com>
Subject: 7-29-20 Quote for crushed asphalt - Pinnacle Heights

Hi Paul,

Good to talk with you today.

Our quote for crushed asphalt delivered with belly-dump trucks to Pinnacle Heights streets is

\$24.50 per ton delivered.

200 Tons would be \$4,900.00

We look forward to hearing from you,

Diane Kuhbacher
Kuhbacher Trucking Inc
4101 N Garner Lake Rd
Gillette, WY 82716
307.680.5538 - Diane
307.680.1814 - Jack



Anita Czapeczka <anitaczap@gmail.com>

Fw: quote for

1 message

Paul Czapeczka <paulczap@hotmail.com>
To: "anitaczap@gmail.com" <anitaczap@gmail.com>

Thu, Aug 20, 2020 at 1:54 PM

From: STARRETT, Kenneth (SIMON - North WY) <kstarrett@simonteam.com>
Sent: Thursday, August 20, 2020 12:18 PM
To: paulczap@hotmail.com <paulczap@hotmail.com>
Subject: FW: quote for

Paul
Sorry for the delay quote is down below
Material price is quoted as dumped on roadway
Thanks Ken

**KEN STARRETT**

*Wyoming Asphalt- Ready mix- Precast
And Stone Yard Operations Supervisor*
NORTH REGION
209 N. Limestone Ave. Gillette, WY 82716
PO Box 2469 Gillette, WY 82717
OFFICE 307.682.8407 MOBILE 307.680.7708

simonteam.com

From: STARRETT, Kenneth (SIMON - North WY)
Sent: Monday, August 17, 2020 9:00 AM
To: TAYLOR, James (SIMON - North SD) <jtaylor@simonteam.com>
Subject: quote for

James
Can you please send out a quote asap. I thought I did this last week
Paul 716-432-4212
Pinnacle heights subdivision paulczap@hotmail.com
Product 352261 Black base 300 tons @ \$23.50 tons delivered to pinnacle heights subdivision, dumped on roadway
Thanks
Ken



KEN STARRETT

Wyoming Asphalt- Ready mix- Precast

And Stone Yard Operations Supervisor

NORTH REGION

209 N. Limestone Ave. Gillette, WY 82716

PO Box 2469 Gillette, WY 82717

OFFICE 307.682.8407 MOBILE 307.680.7708

simonteam.com



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

September 17, 2020

To: Anita Capeczka

RE: Pinnacle Heights Improvement and Service District

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

Notice of Board – 05/05/20

Final Budget – 07/14/2020

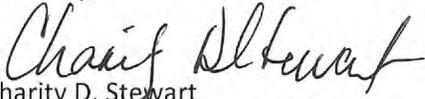
Public Records – 07/25/2018

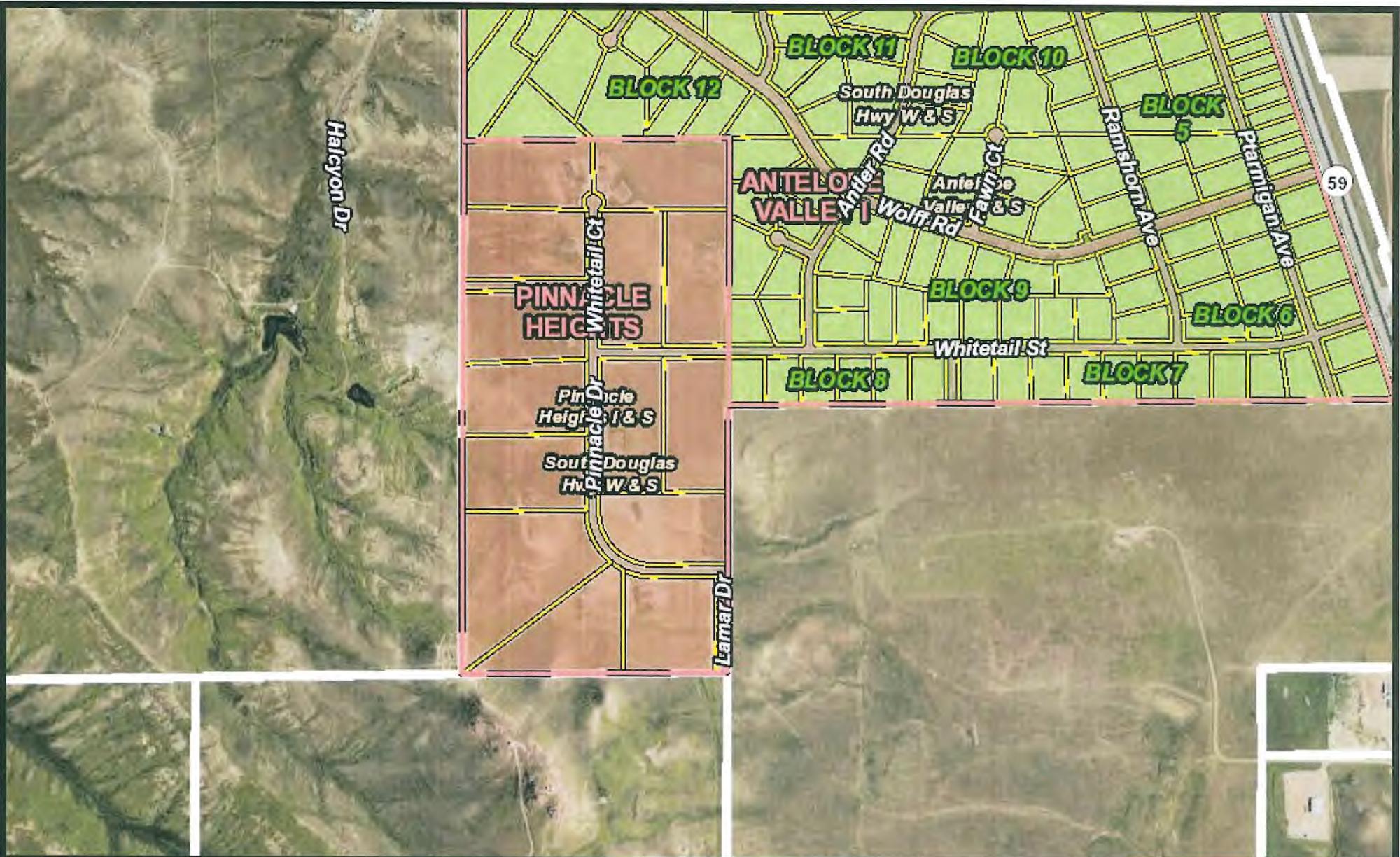
Map - YES

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

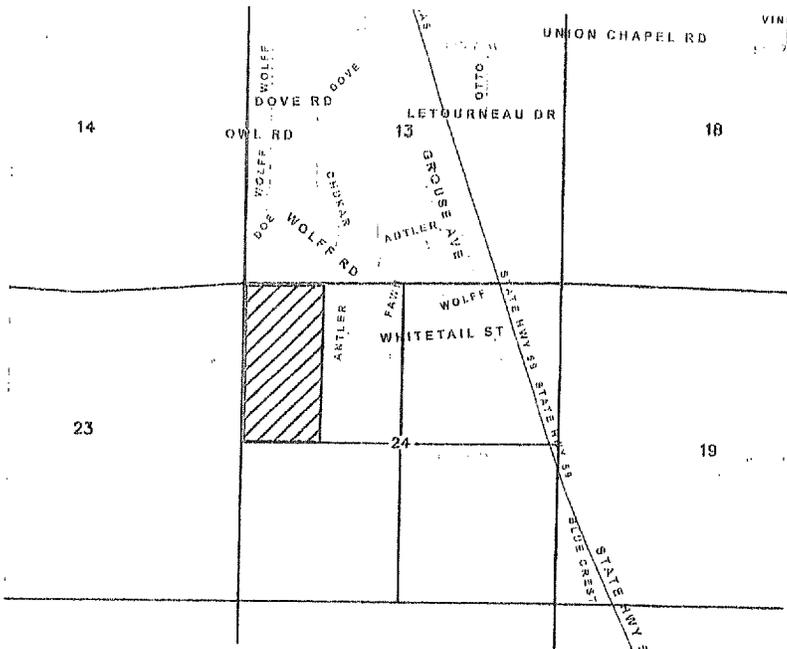
Date: 9/22/2020
Time: 3:07:50 PM

PINNACLE HEIGHTS I&S DISTRICT

Campbell County, Wyoming

DISTRICT MAP

W 1/2 of the NW 1/4 of Section 24
 Township 49 North, Range 72 West
 Dependent Resurvey



VICINITY MAP
 NTS

iry
 iss Cap

of the Pinnacle Heights
 § 2)--all located in the W 1/2 of
 4, T49 N, R 72 W, 6TH
 , Wyoming and recorded in
 ourthouse, Gillette, Wyoming.

PHISD DIRECTORS		November 2010
Jeff Shamion		_____
Brent Thumma		_____
Christina Williams		_____

SEC 14
SEC 28

SEC 13
SEC 24

LOT 4

LOT 3

LOT 5

LOT 2

LOT 1

(60' R. D. H.)

WHITETAIL COURT

LOT 6

WHITETAIL STREET (60' R. D. H.)

LOT 7

LOT 13

LOT 14

PENACOLE DRIVE (60' R. D. H.)

LOT 8

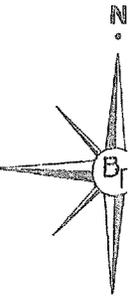
LOT 12

LOT 9

LOT 10

LOT 11

LAWAR DRIVE



SCALE 1 :

LEGEND

- - - District
- ⊕ Found I

NW 1/4 COR
SEC 24

DESCRIPTION
PHISD includes all
Subdivision (phas
the NW 1/4 of Sec
P.M., Campbell C
the Campbell Cou

Pinnacle Heights
020.7085.58

Date	Description	Award	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5	Priority 6	Priority 6	Priority 6	Priority 7	Priority 8	Disbursement	Balance
								25%	33%	50%				
5/5/2015	DSG 2014.25 Recycled Asphalt	3,450.00						3,450.00						3,450.00
10/15/2015	Pay Req 1-18 m timed out												2,262.97	1,187.03
10/18/2016	DSG 2016.05 Recycled Asphalt	2,127.00						2,127.00						2,127.00
4/20/2017	Pay Req 1-with report												2,127.00	0.00
5yr totals		2,127.00						2,127.00					2,127.00	

14 Lots	Eligible	21,000.00
	Awards	2,127.00
	Disbursements	2,127.00
	Subject to 1500.	2,127.00
	Not subject to 1500.	0.00
	Remaining current 5-yr period	18,873.00

not subject to \$1500/lot limitation

FY 20-21 District Support Grant Master List

Meeting Date	District Name	Project Cost	Grant Award	Budget Remaining	Project Description
Beginning Approved Budget				\$ 225,000.00	
07/07/20	Rocky Point	\$ 1,800.00	\$ 594.00	\$ 224,406.00	Road Maintenance
07/07/20	Overbrook	\$ 8,075.00	\$ 2,019.00	\$ 222,387.00	Road Maintenance
07/07/20	Oriva Hills	\$ 24,123.00	\$ 6,031.00	\$ 216,356.00	Road Maintenance
08/04/20	Rocky Point	\$ 1,800.00	\$ 594.00	\$ 215,762.00	Road Maintenance
Total FY20-21 Awards		\$ 35,798.00	\$ 9,238.00	25.81%	
Budget Remaining			\$ 215,762.00	96% Budget Remaining	

Breakdown of FY20-21 District Support Grant Awards		
Grant Type	Total	Percentage
Meters/water	\$ -	0.0%
Road Maintenance	\$ 9,238.00	100.0%
Street Sweeping	\$ -	0.0%
Sewer Jetting	\$ -	0.0%
Engineering/grant requests	\$ -	0.0%
District Formation	\$ -	0.0%
Total	\$ 9,238.00	100.0%

The following page(s) contain the backup material for Agenda Item: [10:00 Gillette College Rodeo Lease Agreement – North Landfill Property](#)

*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: Board of Commissioners

FROM: Carol Seeger
Commissioners Administrative Director

RE: Gillette College Rodeo Lease Agreement – land north of north landfill

DATE: October 6, 2020

Accompanying this memo, please find lease agreement allowing use of a tract of land north of the north landfill site by Gillette College for its rodeo program. The lease is non-exclusive and requires the installation and maintenance of fencing to confine use away from landfill activity.

The county originally purchased the land from Peabody as a landfill buffer. The land was subject to a reclamation bond posted by Peabody in favor of Wyoming DEQ. The Gillette College rodeo program has expressed a desire to lease this property in the past, but the county has refrained until the land was released from the bond in deference to Peabody's wishes. The land subject to this lease has now been released.

The lease agreement is presented to you for your consideration. If you have any questions or I can further assist, please let me know.

**CAMPBELL COUNTY AND GILLETTE COLLEGE
GROUND LEASE/RODEO PROGRAM**

THIS LEASE made and executed by and between Campbell County, 500 South Gillette Avenue, Ste. 1100, Gillette, WY 82716 (hereinafter referred to as "Lessor"), and the Northern Wyoming Community College District, by and through Gillette College, 300 West Sinclair, Gillette, Wyoming 82718 (hereinafter referred to as "Lessee").

1. **Leased Premises:** Lessor leases to the Lessee the following described real property (herein described as the "premises") located in Gillette, Campbell County, Wyoming:

See attached Exhibit A

2. **Lease Term:** This lease shall commence on the 1st day of October, 2020, and shall continue on month to month until terminated by either party by giving thirty (30) days written notice.

3. **Rent:** Lessee shall not be required to pay monetary remuneration to the Lessor for the leased premises but rather shall be responsible for the proper care and maintenance of the premises as further set forth below.

4. **Use of the Premises:** The Lessee shall have *non-exclusive* use of the premises for grazing purposes in the administration of its college rodeo program. Lessee's use of the premises shall be administered in a careful and proper manner and shall comply with and conform to all state, county and municipal laws and regulations and any informal directives of Lessor. Lessee's use shall not impede or impair Lessor's use of the premises for other purposes or other lessee's use of the premises. Lessee shall be responsible for

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Ground Lease/North Landfill Property

installing and maintaining fencing as depicted in in the attached Exhibit A. Access to the leased premises shall be by the existing entrance to the landfill as depicted on Exhibit A. It is specifically understood and agreement that Lessee shall not have access to water on the premises and if water is needed, it will need to be hauled onto the premises.

5. Maintenance and Care of the Premises: Lessee shall be solely responsible to keep the premises maintained and in good repair. Lessee shall not permit the premises to be over-grazed and must use good range management practices. It shall be neat and pleasing in appearance and Lessee shall not let the premises fall into a state of ill repair or otherwise in poor condition as determined in the sole discretion of Lessor.

6. Construction of Facilities and Improvements: Lessee shall obtain permission of Lessor prior to constructing any improvements on the premises. Any improvements shall be at the sole cost, risk and expense of Lessee and subject to the conditions set forth herein. Any such facilities and improvements shall meet all applicable city, county, and state building codes.

7. Removal of Facilities and Fixtures: Upon termination or expiration of the lease, the Lessee may remove all facilities and fixtures which it constructed. Such facilities and fixtures shall be removed within three (3) months of the expiration or termination of the lease, weather permitting. Any facilities or fixtures remaining on the property after that date shall be deemed the property of the Lessor. Should Lessor elect to demolish or remove facilities or improvements abandoned by the Lessee, Lessee shall be responsible for the expenses incurred by Lessor.

8. Indemnification and Insurance: This agreement is made upon the express condition that the Lessor shall be free from all liabilities and claims for damages and/or

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Ground Lease/North Landfill Property

lawsuits for or by reason of, any injury or injuries, to any person or property of any kind whatsoever, from any cause or causes whatsoever, while in or upon the leased premises or any part thereof, or occasioned by any occupancy or use of said premises, or any activity carried on, or under the direction of the Lessee in connection therewith, except for loss or injury caused solely from the negligence of the Lessor. Lessee agrees that it will protect, indemnify, and hold harmless the Lessor from all injuries, liabilities, costs, losses, expenses, suits, claims, and damages however occurring. Lessee further agrees to defend the Lessor in any actions filed in court which arise from said injuries, liabilities, costs, losses, expenses, claims, and damages in the event the Lessor is named as a defendant in said court action.

Lessee agrees to procure and maintain public liability and property damage insurance policy or policies with a combined single limit bodily injury and property damage per occurrence of not less than Two Million Dollars (\$2,000,000.00). All policies shall provide that they are primary coverage without any right of contribution from any other insurance policy or other sources of the Lessor, and that they will not be cancelled without 30 days prior written notice to Lessor. Lessor shall be named as an additional insured on said policy or policies. Lessee shall provide Lessor with copies of said insurance policies within 30 days after execution of this agreement. The intent of this lease section is to ensure that sufficient funds are available to fully insure Lessor for the full amounts of its potential liability under the Wyoming Governmental Claims Act, W.S. §1-39-118. If the limits set forth in said Statute are altered, Lessee shall procure insurance to provide Lessor with full coverage according to said altered limits, but at no time will the insurance be less than the limits stated herein. The full limits of insurance required by this contract section shall be available to indemnify Lessor, if necessary. It is the intent of the parties that neither Lessor nor Lessee waives any immunity or limitation of its liability which is afforded by the Wyoming Governmental Claims Act.

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Ground Lease/North Landfill Property

9. Risk of Loss. All improvements, facilities and personal property of the Lessee on the premises shall be at the risk of Lessee. Lessor shall not be liable for any damage to said property for any reason. Lessee shall be responsible to carry such fire, casualty and property insurance as it deems necessary to protect its property located on the leased premises. Lessee acknowledges that Lessor does not insure Lessee's improvements, facilities or personal property.

10. Environmental Compliance: Lessee shall conduct its operations on the property in compliance with and shall not permit the property to be in violation of, any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request.

Lessee shall comply with all reporting requirements of 42 U.S.C. 1101, et seq. (Community Right to Know Act). Lessee shall not handle, store, dispose of or allow handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9602(14), on the property except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. Lessee shall manage all hazardous substances and chemicals in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the property. Lessee shall comply with all laws, regulations, and standards applicable to those substances.

Lessee shall immediately advise Lessor, in writing, of any of the following: 1)

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Ground Lease/North Landfill Property

any and all governmental agencies regulatory proceedings or enforcement actions, instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; 2) all claims made or threatened by any party against Lessee or the property relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant, or hazardous substance; and, 3) Lessee's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject Lessee, Lessor or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state or federal environmental laws.

Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any third party, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request, of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by Lessee not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been made.

Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its board, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining,

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Ground Lease/North Landfill Property

production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

11. **Default:** If Lessee shall fail or neglect to observe, keep or perform any of the covenants, terms or conditions herein contained on its part to be observed, and such default shall continue for a period of thirty(30) days after written notice from Lessor setting forth the nature of Lessee's default, then and in such event Lessor shall have the right at its option upon written notice to Lessee to terminate this lease and all rights of the Lessee hereunder shall thereupon cease. Lessor shall, without further notice to Lessee, have the right immediately to enter the demised premises and take possession thereof with or without process of law and to remove all personal property from the premises and all persons occupying the premises and to use all necessary force therefor in all respects to take actual full and exclusive possession of the premises without incurring any liability to Lessee or any person occupying or using the premises for any damage caused or sustained by reason of such entry on the premises or such removal of such persons and property.

12. **Taxes and Assessments:** Lessee shall be responsible to pay any taxes or

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Ground Lease/North Landfill Property

assessments, if any, levied against the property.

13. Assignment and Subletting: Lessee shall not assign or transfer this lease or sublease in whole or any part of the demised premises without the written consent of the Lessor. Lessee specifically agrees and understands that Lessor intends to make other use of the premises during the term of this lease and that the premises are subject to other existing leases.

14. Waiver: No failure by Lessor to insist upon the strict performance of any term or condition of this lease, or to exercise any right or remedy available on a breach hereof, and no acceptance of a full or partial grant during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition. No waiver of any breach shall affect or alter any term or condition of this lease and such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

15. Notice: Any notice by either party to the other shall be in writing and shall be deemed duly given only if delivered personally or mailed, postage prepaid, certified mail, addressed to the respective parties at the addresses set forth herein.

16. Time of the Essence: Time is of the essence of this lease and all provisions herein.

17. Indemnification and Hold Harmless. For the purposes of this Lease, the indemnification provisions of paragraph 8 herein shall also include Lessor's duly elected officials, agents and employees.

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Ground Lease/North Landfill Property

18. Entire Agreement: This lease contains the entire agreement between the parties, and it is agreed that neither Lessor nor anyone acting on its behalf has made any statement, promise, or agreement, or taken upon itself any engagement whatever, verbally or in writing, in conflict with the terms of this lease or that in any way modifies, varies, alters, enlarges or invalidates any of its provisions, and that no obligation of Lessor shall be implied in addition to the obligations herein expressed.

19. Attorney's Fees: In the event either Lessor or Lessee files suit to enforce this agreement, it is hereby agreed that the successful party under such suit shall collect from the other party all costs, expenses, and reasonable attorney's fees incurred in such suit.

20. Binding Effect: This lease shall be binding on and shall inure to the benefit of the parties hereto, their respective successors in interest and assigns.

Lessor:

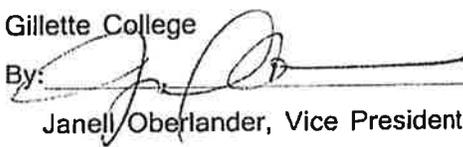
Campbell County

By: _____

D.G. Reardon, Chairman

Lessee:

Gillette College

By:  _____

Janel Oberlander, Vice President

Date _____

Date 9-11-2020

CC/GCC

Ground Lease/North Landfill Property



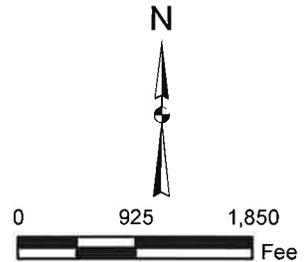
Install Fence

Access Gate Location

Access Road

Legend

-  Lease Area
-  Tax Parcels



The following page(s) contain the backup material for Agenda Item: [10:05 Statement of Recommendation - New Community College District Formation](#)

*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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Suite 1100
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Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS
D.G. Reardon, Chairman
Rusty Bell
Bob Maul
Del Shelstad
Colleen Faber

MEMORANDUM

TO: Board of Commissioners

FROM: Carol Seeger
Commissioners Administrative Director

RE: Gillette College Community College District Application Process

DATE: October 6, 2020

Accompanying this memo is a document entitled "Statement of Recommendations".

The need for this document for the formation of a new community college district was established with the adoption of emergency rules by the Wyoming Community College Commission on August 28, 2020. The statement commits the Board to make recommendations of the listed items to a board of trustees that would be elected upon approval of the Gillette College Community College District.

This statement is required to be provided within sixty days of submission of the application and staff of the Commission has identified the deadline to be October 31, 2020.

Should you have questions, please let me know.

Statement of Recommendations

To Be Agreed to By Applicants for the
Creation of a New Wyoming Community College District.

Overview

As per Emergency Rules Chapter 6, Section 6 (ii) “The proposed district shall, within sixty days of filing of the application, submit a Statement of Recommendations, signed by the county commissioners” This emergency rule was passed to establish a shared understanding of processes, expectations and to establish a collaborative relationship for all parties involved, including future boards of trustees.

Recommendations to the new Board of Trustees’

By signing this Statement of Recommendations, the applicants for the creation of the new Campbell County Community College District (CCCCD) agree to provide the following recommendations to the future CCCCDD Board of Trustees. This is contingent upon the application’s successful approval by the Wyoming Community College Commission, The Wyoming State Legislature, and the electorate of Campbell County.

- (A) Cooperate with other educational institutions and agencies and with all levels and agencies of government in the interest of effective utilization of all resources, programs, and services.
- (B) Submit academic and vocational programs to the Commission for approval or termination based upon student demand, cost effectiveness, duplication, and accreditation by an academic accreditor, industry, or professional groups.
- (C) If a district is approved by the Commission with no projected requirement for state funds, submit its local budget to the Commission annually as other colleges receiving state funds and in the same format, with detailed revenue, expenditure and program information as required for all colleges.
- (D) Cooperate in establishing and maintaining composite data about the community college to promote the collection and analysis of accurate, cost-effective information about the community colleges system including an analysis of space utilization at each college.
- (E) File the community college budget with the Commission for public review as described in W.S. 16-4-111(d).
- (F) Operate within a Commission approved and standardized tuition structure for resident, nonresident, Western Undergraduate Exchange (WUE), and Nebraska students.

Statement of Recommendations

Signatory

Date

The following page(s) contain the backup material for Agenda Item: [10:15 RTFO Zoning Request](#)

*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 Department of Public Works

TO: Campbell County Board of Commissioners

FROM: Megan Nelms, AICP, Planner and Zoning Administrator

DATE: October 6, 2020

SUBJECT: RTFO – Re-Zoning Request
Lots 1 & 2, RTFO Subdivision

Case Number: 20.03 COZ

Summary: The applicant is proposing to resubdivide two existing large acre subdivision parcels into four lots. Existing Lot 1 will be subdivided into two (5)-acre parcels and one 5.24-acre parcel. Lot 2 is currently 15.54-acres and will increase to 19.34-acres in size. There is an existing home and riding arena/large building on proposed Lot 2.

The proposed zoning districts for the property are not changing. The rezoning action is to ensure proper legal descriptions for each zone lot within the resubdivision.

Proposed Zoning: Lots 1A, 1B, 1C: C-3 (Business Service District)
Lot 2A: R-R (Rural Residential District)

Planning Commission Recommendation: On September 17, 2020 the Planning Commission recommended APPROVAL of the rezoning request, pending the filing of the final plat.

Staff Recommendation: Staff recommends APPROVAL of the rezoning request, pending the filing of the final plat.

500 South Gillette Avenue
Suite 1400
Gillette, Wyoming 82716



Public Works Department
(307) 685-8061
(307) 687-6349 Fax

**Resubdivision of Lots 1 & 2, RTFO Subdivision
To be known as
Lots 1A, 1B, 1C & 2A, RTFO Subdivision**

Zoning

September 13, 2020

Planning Commission Meeting
September 17, 2020

Board of Commissioners Meeting

Applicant: RTFO Properties, LLC/Wayne Reynolds

Case Number: 20.03 COZ

Agent: Sheila Slocum/PCA Engineering

Summary: The applicant is proposing to resubdivide two lots into four. Existing Lot 1 will be subdivided into two (5)-acre parcels and one 5.24-acre parcel. Lot 2 is currently 15.54-acres and will become 19.34-acres in size. There is an existing home and riding arena/large building on Lot 2.

Legal Description: Lots 1 & 2, RTFO Subdivision

Location: The property is located on the southwest corner of the intersection of Kluver Road and Garner Lake Road.

Proposed Zoning: Lots 1A, 1B, 1C: C-3 (Business Service District)
Lot 2A: R-R (Rural Residential District)

Existing Land Use: Existing residence and arena/large building and Lightning Field Services Truck Shop

Adjacent Land Use: North: Larger, vacant tract (A-L)
South: Los Caballos Subdivision (R-R)
East: Garner Lake Rd & Outer Limits Subdivision (Unzoned)
West: Los Caballos Subdivision (R-R)

ZONING CONSIDERATIONS:

There are no zoning considerations. All future development will be subject to the C-3 (Business Service District) and R-R (Rural Residential) zoning requirements.

The request is in conformance with the Comprehensive Plan. The 2013 County Future Land Use Map designates this area as Commercial and Residential.

Staff Recommendation:

Staff recommends APPROVAL of the zoning, pending the filing of the final plat.

Planning Commission Recommendation:

Board of Commissioners' Decision:



Application for Zoning Amendment

Permit Cost: **\$200.00**

Primary Code Reference: **Chapter 7, Sections 10.60 and 10.5**

Applicant Information

Name of Applicant: RTFO Properties, LLC, Wayne Reynolds, Owner	
Applicant Phone Number: 307-680-8335	Applicant Fax Number:
Applicant Mailing Address: 1401 N Garner Lake Road, Gillette, WY 82716	
Applicant Email Address: amanda@lfsfield.com	
Relationship of Applicant to Property:	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Lessee <input type="checkbox"/> Other
Name of Authorized Agent (if applicable): Sheila Slocum, PCA Engineering	
Agent Phone Number: 307-687-0600	Agent Fax Number: 307-687-7022
Agent Mailing Address: P.O. Box 2185, Gillette, WY 82717	
Agent Email: slocums@pcaengsur.com	

Property and Use Information

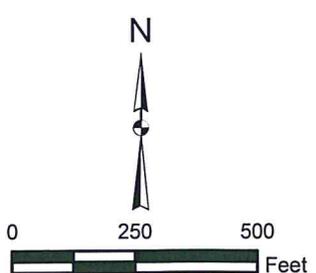
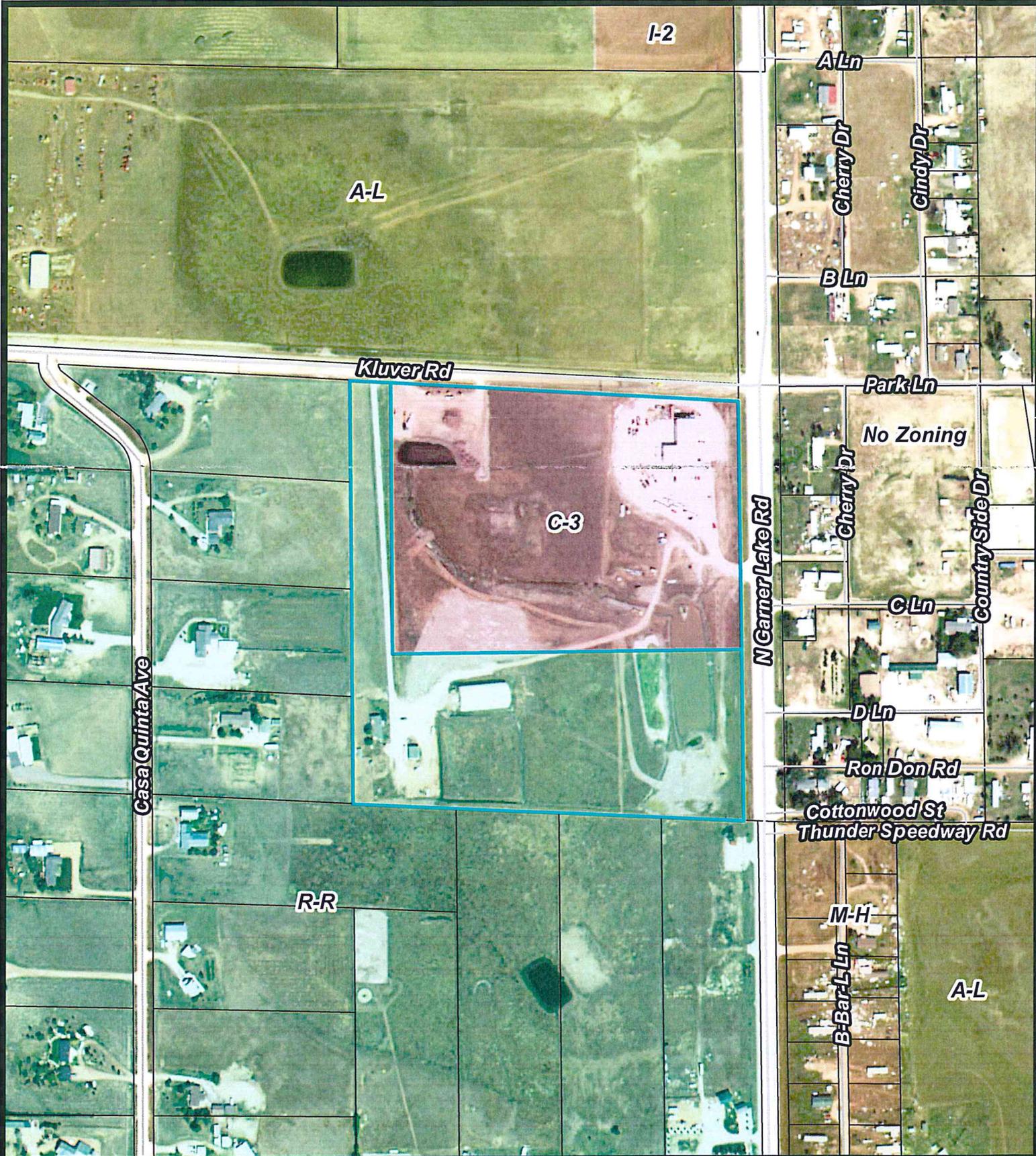
Property Address (if different from applicant):	
Current Zoning: C-3 & R-R	Current Use:
Proposed Zoning: C-3 & R-R	Proposed Use:
Legal Description(s): Lots 1A, 1B, 1C and 2A of the Resubdivision of Lots 1 & 2 of RTFO Subdivision	

Project Information

Description of Amendment: Match the zoning to the resubdivision.
--

FOR USE BY COUNTY STAFF – DO NOT WRITE HERE

Case Name/No.:	Date Received:
Fee/Amount Paid:	
Planning Comm. Date:	PC Recommendation: <input type="checkbox"/> Approve <input type="checkbox"/> Modify <input type="checkbox"/> Deny
County Comm. Date:	CC Decision: <input type="checkbox"/> Approve <input type="checkbox"/> Deny
Chairman:	Date Signed:



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

Resubdivision of Lots 1 & 2,
 RTFO Subdivision
 DATE: 8/26/2020 DRAWN BY: mbl08

CERTIFICATE OF DEDICATION

THE ABOVE OR FOREGOING SUBDIVISION OF THE RESUBDIVISION OF LOTS 1 & 2 OF RTFO SUBDIVISION, TO BE KNOWN AS LOTS 1A, 1B, 1C & 2A OF RTFO SUBDIVISION, LOCATED IN A PORTION OF THE SE1/4SE1/4 OF SECTION 13, T50N, R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, AS APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS, AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED IN LOTS, BLOCKS, STREETS AND EASEMENTS, AND THAT THE UNDERSIGNED OWNERS AND PROPRIETORS OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DO HEREBY DEDICATE TO THE PUBLIC FOR PERPETUAL PUBLIC USE ALL STREETS, ALLEYS, EASEMENTS AND OTHER LANDS WITHIN THE BOUNDARY LINES OF THE PLAT AS INDICATED AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE. UTILITY EASEMENTS AS DESIGNATED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL PUBLIC USE FOR INSTALLING, PREPARING, REPLACING AND MAINTAINING WATER LINES, SEWERS, GAS LINES, ELECTRICAL LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC. ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS _____ DAY OF _____ A.D., 20____, BY:

RTFO PROPERTIES, LLC WAYNE REYNOLDS, OWNER

STATE OF _____)
)SS.
COUNTY _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D., 20____, BY RTFO PROPERTIES, LLC, WAYNE REYNOLDS, OWNER, AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE CAMPBELL COUNTY PLANNING COMMISSION, CAMPBELL COUNTY, WYOMING

APPROVED BY THE CAMPBELL COUNTY PLANNING COMMISSION THIS _____ DAY OF _____ A.D., 20____.

CHAIRMAN _____

ATTEST: _____

CLERK OF THE PLANNING COMMISSION _____

CERTIFICATE OF APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS, CAMPBELL COUNTY, WYOMING

APPROVED FOR FILING BY THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS IN AND FOR THE COUNTY OF CAMPBELL, STATE OF WYOMING THIS _____ DAY OF _____ A.D., 20____.

CHAIRMAN OF BOARD _____ MEMBER _____

MEMBER _____ MEMBER ATTEST: _____

MEMBER _____ CLERK OF BOARD _____

DECLARATION VACATING PREVIOUS PLATTING

THIS PLAT IS THE RESUBDIVISION OF LOTS 1 & 2 OF RTFO SUBDIVISION, AS RECORDED IN BOOK 10 OF PLATS, PAGE 396, OF THE RECORDS OF THE CAMPBELL COUNTY CLERK. ALL EARLIER PLATS OR PORTIONS THEREOF, ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.

- THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE
- NO PUBLIC MAINTENANCE OF STREETS OR ROADS
- NO PUBLIC SEWAGE SYSTEMS.

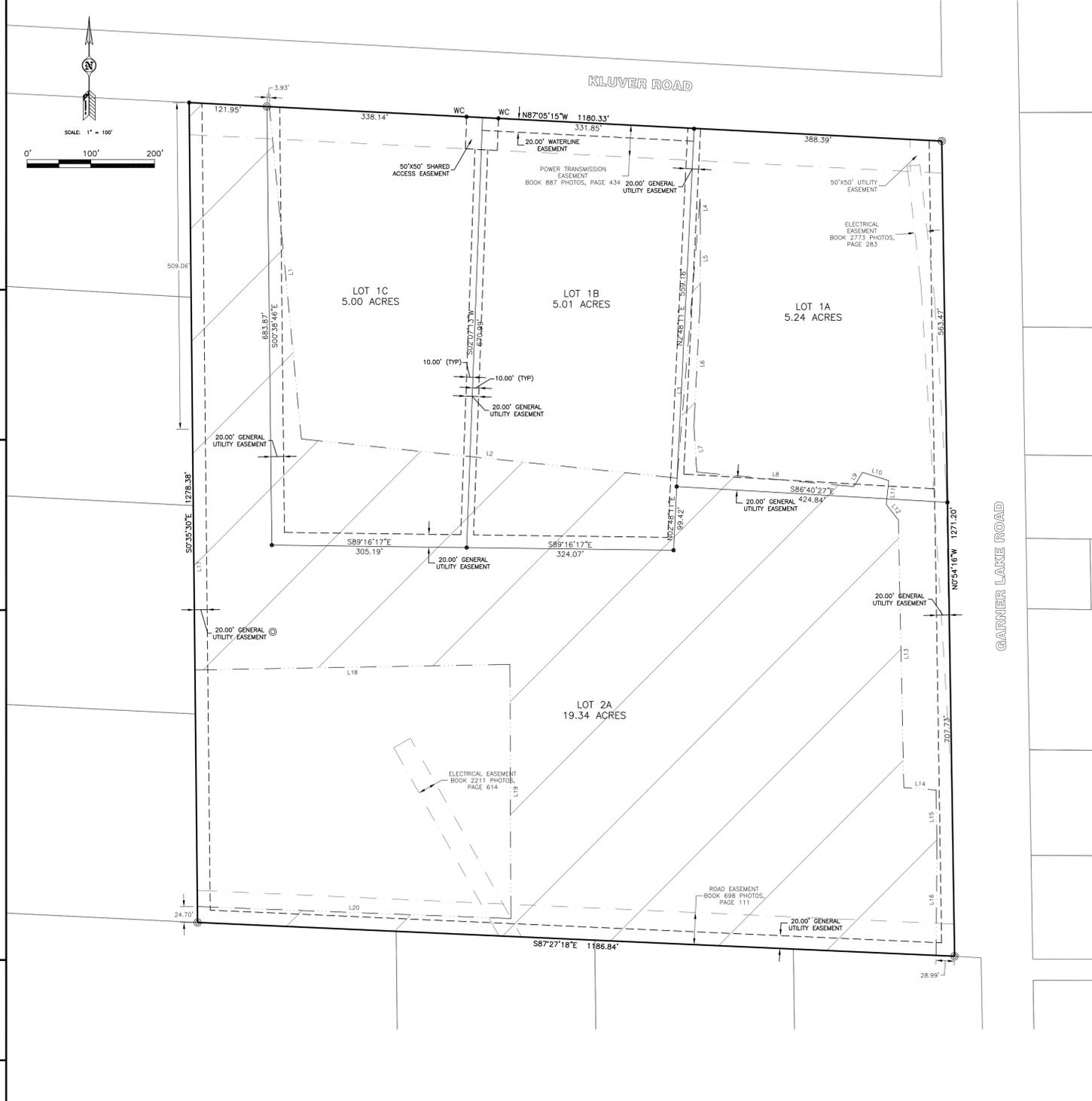
CERTIFICATE FOR RECORDING BY THE COUNTY CLERK AND RECORDER

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT _____ O'CLOCK _____ M., THIS _____ DAY OF _____ 20____, AND IS DULY RECORDED IN BOOK NUMBER _____, PAGE NUMBER _____.

COUNTY CLERK _____

RESUBDIVISION OF LOTS 1 & 2 OF RTFO SUBDIVISION TO BE KNOWN AS LOTS 1A, 1B, 1C & 2A OF RTFO SUBDIVISION

LOCATED IN A PORTION OF THE SE1/4SE1/4 OF SECTION 13, T50N, R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING



SUBDIVISION SUMMARY

TOTAL AREA:	34.59 ACRES
TOTAL LOTS:	4 LOTS
FLOOD PLAIN DESIGNATION:	ZONE X

SURVEYOR'S CERTIFICATE

I, SHEILA M. SLOCUM, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS SUBDIVISION PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE RESUBDIVISION OF LOTS 1 & 2 OF THE RTFO SUBDIVISION, TO BE KNOWN AS LOTS 1A, 1B, 1C & 2A OF RTFO SUBDIVISION, LOCATED IN A PORTION OF THE SE1/4SE1/4 OF SECTION 13, T50N, R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACTUAL SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION.

BENCHMARK

BASED ON CITY OF GILLETTE VERTICAL CONTROL MONUMENT #108 ELEVATION= 4496.38

BASIS OF BEARING

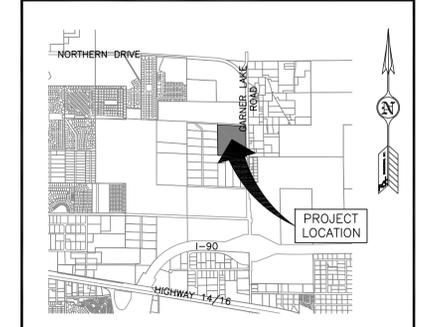
WYOMING STATE PLANE GRID, NAD83, EAST ZONE (4901)
 ***ALL MEASURED DISTANCES ARE GRID, FOR CONVERSION TO SURFACE, MULTIPLY BY 1.00026964.
 ***ALL AREAS ARE CALCULATED AT SURFACE.

LEGEND

⊙	FOUND CORNER (RLS #2333)
•	SET 2" ø ALUMINUM CAP (PLS #15542)
---	BOUNDARY
- - - -	PROPOSED EASEMENT
---	EXISTING EASEMENT
---	DRAINAGE EASEMENT LIMITS
▨	DRAINAGE EASEMENT

Line Table

Line #	Direction	Length
L1	N02°31'36"W	520.55'
L2	N84°04'50"W	591.53'
L3	S04°43'08"W	436.67'
L4	N00°31'26"W	27.37'
L5	N00°00'18"W	130.57'
L6	N02°52'53"E	196.58'
L7	N03°35'20"W	71.72'
L8	N84°46'12"W	247.17'
L9	S31°00'54"W	25.87'
L10	N72°42'06"W	43.22'
L11	N06°10'57"E	37.36'
L12	N38°02'07"W	30.90'
L13	N01°09'14"W	417.17'
L14	N85°29'24"W	50.88'
L15	N00°47'13"W	83.40'
L16	N00°22'28"E	174.39'
L17	S00°35'30"E	375.70'
L18	N88°59'13"E	493.45'
L19	S00°12'42"E	396.23'
L20	N87°49'51"W	491.38'



VICINITY MAP

Prepared for:
RTFO PROPERTIES, LLC
 1401 NORTH GARNER LAKE ROAD
 GILLETTE, WY 82716
 307-682-7559



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Drawn by:	SS	Design by:	SS	Reviewed by:	SS
Revision Date:		Revision Description:			
08/2020		LOT REVISION/DRAINAGE UPDATE			

PCA Project Number: 193862.00
 Plat Date: Aug 12, 2020 - 12:14pm
 C:\Users\sllocum\PCA Engineering\IntraNet - Documents\MainP.dwg
 Layout: Plat 1
 X-Ref: ...

RESUBDIVISION OF LOTS 1 & 2 OF RTFO SUBDIVISION TO BE KNOWN AS LOTS, 1A, 1B, 1C & 2A OF RTFO SUBDIVISION LOCATED IN A PORTION OF THE SE1/4SE1/4 OF SECTION 13, T50N, R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING

KLUVER ROAD



SCALE: 1"=200'

LOT 1C
5.00 ACRES

LOT 1B
5.01 ACRES

LOT 1A
5.24 ACRES

LOT 2A
19.34 ACRES

GARNER LAKE ROAD

KLUVER ROAD



SCALE: 1"=200'

LOT 1C
5.00 ACRES

LOT 1B
5.01 ACRES

LOT 1A
5.24 ACRES

LOT 2A
19.34 ACRES

GARNER LAKE ROAD

MEMBERS PRESENT

Todd Hildebrand, Chairman
Harry Averett, Member
Kurt Siebenaler, Member

MEMBERS ABSENT

Bob Jordan, Member
Marc Matlick, Member

STAFF MEMBERS PRESENT

Megan Nelms, Planner and Zoning Administrator
Clark Melinkovich, Senior Engineer & County Recorder

The meeting was brought to order by Chairman Hildebrand at 7:00 p.m.

Approval of Minutes

Chairman Hildebrand called for a motion for the approval of the minutes from the August 20, 2020 County Planning Commission meeting. Harry Averett motioned; Kurt Siebenaler seconded. All voted aye. Motion carried.

**Case No. 20.01 COMP – Resubdivision of Lots 1 & 2, RTFO Subdivision
Wayne Reynolds/PCA Engineering**

Chairman Hildebrand introduced the case and asked staff to present. Megan Nelms presented the case, and stated staff is recommending approval of the proposed resubdivision, pending completion of all planning considerations.

Wayne Reynolds, developer, approached the Commission. Commissioner Averett asked Mr. Reynolds what is his intended use for the newly created lots? Mr. Reynolds stated he is doing the resubdivisions mainly to get more of the property out of the drainage easement that was created with the original plat. His truck shop is on proposed Lot 1A and is the only parcel out of the drainage easement right now. Mr. Reynolds stated at the time of original subdivision, he was told that as long as he worked with an engineer to move dirt and make his ponds and channels bigger, he could use the dirt from the ponds to build up the property to get out of the drainage easement. He is creating 2 five acre lots, keeping the truck shop and keeping the large acreage residential lot. His intent with that is to keep the commercial separated from the residential. Los Caballos Subdivision is directly west and south, and the large acre parcel will be used as a buffer and keep the commercial in one area. As of right now, he no immediate plans for the two new lots that will be created.

Mr. Averett asked if Mr. Reynolds had spoken with any surrounding property owners regarding what might go on the other two lots if he sells them. Commissioner Averett acknowledged that the neighbors must be okay with the nice shop he constructed. Mr. Reynolds stated that he has talked to most of the neighbors, as he needed to work with them to come across their property in a small corner to dig out his ponds. He stated that all the neighbors except one have been okay with the ponds and drainage work he has done. There was general discussion about the ponds Mr. Reynolds has constructed on his property and the neighboring properties.

Mr. Averett asked if Mr. Reynolds knew that this property is an old lakebed. Mr. Reynolds agreed and stated that yes, all the water in the area runs to this property. However, if you can control the water in the ponds and channels, versus having six inches of water across the entire 35 acres, it works much better. Mr. Reynolds briefly explained some of the work he's completed and culverts he's installed. He stated that over the past year, he has seen a marked improvement.

Chairman Hildebrand asked Mr. Reynolds how much fill he added to build up the two new lots during all the drainage work? Mr. Reynolds stated that he would have to ask his engineer, as everything he did was engineered and calculated by them. Exactly how much dirt he had to take out of the ponds. The chairman asked about how many feet he would estimate? Mr. Reynolds stated that there is probably about 4 feet of fill.

Commissioner Siebenaler asked about the shared well for the subdivision. Mr. Reynolds stated the well is located on the lot with his truck shop. He is currently waiting for water test results to come back so they can get their water well report turned in. He also has a shared water well agreement ready. There was general discussion about the location of the water well and putting all the water well infrastructure in an easement, as well as the numerous other easements in the area of the water well.

Engineer Melinkovich provided more information about the amount of fill on each of the new lots and the total fill and excavation during the project. He stated that the fill ranges from approximately 1.5 to 3 feet across each of the lots. Chairman Hildebrand stated he had been thinking about potential future buyers and constructing on fill, but stated with such a small amount, it shouldn't make a large difference during construction. Mr. Reynolds also stated that there used to be a pond in the northwest corner of proposed Lot 1C and that when he sells, he does not want anyone to construct anything in that area because of the old pond and the fill dirt.

There was further discussion on the drainage work Mr. Reynolds has completed. He also stated that he has worked with local companies like DRM; they use the water from his site on their summer projects, which helps to further reduce the standing water on the property.

Commissioner Averett then inquired about the zoning of the lots. Megan stated that the actual zoning districts are not changing. The next case on the agenda is to review the zoning to ensure that the lots are accurately described with the correct legal description and zoning. She stated that C-3 is the commercial district that will remain, and in the scheme of what types of uses are allowed in the C-3 district, Mr. Reynolds' truck shop is probably at the higher end of use intensity. Megan also clarified that no industrial uses may go on the property in the C-3 district.

Shanna Ferguson, resident of Los Caballos Subdivision, approached the Commission. She stated they don't have a problem with Wayne's proposal or his shop, that he has done a very nice job with this shop. She stated they just wanted to know what he has in mind for the two new lots. She heard him say that he doesn't have a plan for them, so it makes her

question why the subdivision needs to occur? However, she feels comfortable moving forward if the lots will continue to be regulated by the C-3 zoning district. She then asked with all the channels and ponds he has dug, are we sure the water is going to go where it is supposed to and not flood out the surrounding properties? Mr. Reynolds explained the drainage plan and drainage way. He and Ms. Ferguson discussed the water and future work. She stated that alleviates her concern to know how the water will drain and the plan Mr. Reynolds has.

Ms. Ferguson then asked Mr. Reynolds if he has any ideas of what he might use the new lots for? He stated his ultimate plan is to do storage units and/or a covered storage area, for campers or trucks. Not an enclosed building, but just cover. He stated he just doesn't have the money or a partner right now to move forward.

Commissioner Averett stated that it sounds like Mr. Reynolds is watching out for his neighbors to ensure that they are not negatively impacted by the water. He thanked Ms. Ferguson and Mr. Reynolds for speaking.

Chairman Hildebrand asked if there were any further questions or comments. There were none. With that, he asked for a motion. Commissioner Averett moved to approve case number 20.01 COMP the minor final plat for the Resubdivision of Lots 1 & 2, RTFO Subdivision as presented. Commissioner Siebenaler seconded.

Voting was as follows:

Todd Hildebrand	Yes
Kurt Siebenaler	Yes
Harry Averett	Yes
Motion Carried	3/0.

**Case No. 20.03 COZ – Zoning Resubdivision of Lots 1 & 2, RTFO Subdivision
Wayne Reynolds/PCA Engineering**

Chairman Hildebrand introduced the next case and asked staff to present. Megan Nelms presented the case, and stated staff is recommending approval of the zoning, pending completion of all planning considerations.

Megan stated that this zoning case is merely a formality to ensure that each lot is accurately described with the correct zoning district. Lots 1A, 1B & 1C will be C-3 (Business Service District) and Lot 2A will remain R-R (Rural Residential District). She stated all future development will be subject to the C-3 district regulations and that the request is in conformance with the future land use plan.

Chairman Hildebrand asked if there were any questions or comments. There were none. With that, he asked for a motion. Commissioner Averett moved to approve case number

20.03 COZ the zoning request for the Resubdivision of Lots 1 & 2, RTFO Subdivision, pending the filing of the final plat. Commissioner Siebenaler seconded.

Voting was as follows:

Todd Hildebrand	Yes
Kurt Siebenaler	Yes
Harry Averett	Yes
Motion Carried	3/0.

Adjournment

There being no further business to come before the Board, Chairman Hildebrand adjourned the meeting at 7:40 p.m.

Todd Hildebrand, Planning Commission Chairman
mn

NOTE: Campbell County Planning Commission meeting minutes contain a summary of discussions and are not intended to be verbatim.

**Adjacent Landowners List
RTFO Subdivision - Re-Zoning C-3 & R-R
August 12, 2020**

Parcel #36295 John Milo Kluver Trust
2817 Kluver Road
Gillette, WY 82716-9606

B-Bar-L Mobile Home Park

Lot 1-15 Linda R Capps Revocable Trust
Lot 19 P.O. Box 664
Gillette, WY 82717-0664

Outer Limits

Parcel #10046 Axel James Edgar
Attn: Linda L & Debra K Edgar
3651 Vaquero Avenue
Gillette, WY 82716-2155

Parcel #10418 Joey W & Robin R Cash
4000 Ron Don Road
Gillette, WY 82716-9713

Parcel #10615 Claude R JR & Kathy Kissack
Parcel #10617 P.O. Box 2788
Parcel #11910 Gillette, WY 82717-2788
Parcel #11911
Parcel #12980
Parcel #13735
Parcel #22538
Parcel #23332

Parcel #10620 Paula J Fowler
Parcel #23329 P.O. Box 1653
Parcel #31922 Gillette, WY 82717-1653

Parcel #10622 Jon J Olsen & Gladys Fay Lowrey
3732 A Lane
Gillette, WY 82716-9782

Parcel #10626 Michael A & Mary E Rodgers
1505 Hilltop Drive
Gillette, WY 82716-9758

Parcel #10627 Daniel & Shirley Bell
1555 Cherry Drive
Gillette, WY 82716-9074

Parcel #10630 Paul W Davis & Brittany Stuefen
1358 Cindy Drive
Gillette, WY 82716-9761

Parcel #10779 William O Rohde
3849 Park Lane
Gillette, WY 82716-9766

Parcel #10897 John & Kathleen T Gaffney
904 E 9th Street Lot 5
Gillette, WY 82716-4445

Parcel #11426 Douglas & Cheryl Hillius
3868 Park Lane
Gillette, WY 82716-9765

Parcel #11497 Dennis L & Doreen K Dykes
P.O. Box 2327
Gillette, WY 82717-2327

Parcel #12474 Nick A Trujillo
1473 Hilltop Drive
Gillette, WY 82716-9757

Parcel #12628 Justin Williams
3935 Park Lane
Gillette, WY 82716-9766

Parcel #13415 Russell W & Carol A Roth
1401 Hilltop Drive
Gillette, WY 82716-9757

Parcel #14448 Donna M Bennett
3877 Ron Don Road
Gillette, WY 82716-9707

Parcel #14582 Alfred & Joyce Iroz
1647 Cherry Lane
Gillette, WY 82716-9074

Parcel #14742 Marks WWC LLC
P.O. Box 2470
Gillette, WY 82717-2470

Parcel #17502 Jerry E & Jackie D Davis
Parcel #10042971 1520 Cindy Drive
Gillette, WY 82716-9762

- Parcel #19644** Dale Robert Harris
4001 Park Lane
Gillette, WY 82716-9773
- Parcel #19729** Leroy A & Jolene R McIlravy
16026 White Walker Lane
New Underwood, SD 57761-8600
- Parcel #23328** Linda K Robertson
P.O. Box 4172
Gillette, WY 82717-4172
- Parcel #31921** Mark & Bonnie J Brady
3920 Park Lane
Gillette, WY 82716-9765
- Parcel #36155** Virgil H & Sondra K Dabney
1494 Cindy Drive
Gillette, WY 82716-9761
- Parcel #10042970** Brice Davis
1574 Cindy Drive
Gillette, WY 82716-9762

Los Caballos Subdivision

- Lot 1** Cory L West
3651 Vaquero Avenue
Gillette, WY 82716-2155
- Lot 2** Jerry D & Renee Boyd
3551 Vaquero Avenue
Gillette, WY 82716-2154
- Lot 3** Ronald E & Joyce A Hanten
3451 Vaquero Avenue
Gillette, WY 82716-2153
- Lot 4** Kenneth E & Shanna L Ferguson Living Trust
3351 Vaquero Avenue
Gillette, WY 82716-2152
- Lot 5** Brandon & Mari Headrick
650 Casa Quinta Avenue
Gillette, WY 82716-2156
- Lot 6** Judith A & Dickie Lee Baker
750 Casa Quinta Avenue
Gillette, WY 82716-2157

- Lot 7** Tyler J Dabney
850 Casa Quinta Avenue
Gillette, WY 82716-2158
- Lot 8** Steven L Bickford
950 Casa Quinta Avenue
Gillette, WY 82716-2159
- Lot 9** Lorenzo & Mary A Sisneros
1050 Casa Quinta Avenue
Gillette, WY 82716-2160
- Lot 10** Troy A & Renee L Collins Living Trust
1150 Casa Quinta Avenue
Gillette, WY 82716-2161
- Lot 11** Leonard T & Linda D Marting
1250 Casa Quinta Avenue
Gillette, WY 82716-2162
- Lot 12** Ramon & Maria Cabriales
8420 W 6th Avenue
Lakewood, CO 80215-0000
- Lot 13** Clair & Norma McIntosh Family Trust
1351 Casa Quinta Avenue
Gillette, WY 82716-2171
- Lot 14** James P & Tammy M Eadus
1251 Casa Quinta Avenue
Gillette, WY 82716-2170
- Lot 15** Greg L & Christy L Brothers
1151 Casa Quinta Avenue
Gillette, WY 82716-2169
- Lot 16** Gregory P & Katharine R Greenough
1051 Casa Quinta Avenue
Gillette, WY 82716-2168
- Lot 17** Casey D Gross
951 Casa Quinta Avenue
Gillette, WY 82716-2167
- Lot 18** Julie C McIntosh
851 Casa Quinta Avenue
Gillette, WY 82716-2166

Lot 19

Richard D JR & Charlene R Rodgers
751 Casa Quinta Avenue
Gillette, WY 82716-2165

Lot 20

Clint B & Tanice R
651 Casa Quinta Avenue
Gillette, WY 82716-2164



500 South Gillette Avenue
Suite 1500
Gillette, Wyoming 82716
(307) 682-1970
(307) 687-6468 Fax

Department of Building and Zoning

ZONING NOTICE

A public hearing will be held by the Campbell County Commissioners on Tuesday, October 6, 2020, at 10:15 A.M. in the Campbell County Courthouse, Commissioners' Chambers, at 500 South Gillette Avenue, Gillette, Wyoming for the purpose of hearing a zoning request for a proposed resubdivision of Lots 1 & 2, RTFO Subdivision. The property is zoned C-3(Business Service District) and R-R (Rural Residential District).

Anyone having an interest in the property should attend the meeting.

Megan Nelms, AICP
Planner and Zoning Administrator

Publish: September 19, 2020

The following page(s) contain the backup material for Agenda Item: [10:25 Amended Tower Lease Agreement, Dump Hill Tower](#)

*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: Board of Commissioners

FROM: Carol Seeger
Commissioners Administrative Director

RE: Amended Tower Lease Agreement

DATE: September 29, 2020

Accompanying this memo, please find an Amended Lease Agreement between Visionary Communications and Campbell County for the tower location at the Westover Road site.

Earlier this month, a lease agreement was presented and approved authorizing the lease of a site to accommodate a tower owned by Visionary Communications. Shortly after approving the agreement, Visionary contacted county staff advising of the need to place fiber infrastructure in the ground running from the City of Gillette's radio shed to the Visionary Tower. In reviewing the request, the optimal method for handling this request was to amend the lease agreement expanding the leased space to accommodate the area needed.

Accordingly, an amended lease agreement is before you for consideration which amends the previous agreement by a slight expansion of the leased premises and installation of the fiber improvements.

Should you have questions, or I can further assist, please advise.

Amended Lease Agreement
Visionary Communications, Inc. & Campbell County
“Dump Hill Tower”

(For the Monopole Tower Located at The South Landfill, Campbell County, Wyoming)

This AMENDED LEASE AGREEMENT is made between the Board of County Commissioners for Campbell County, Wyoming, of 500 South Gillette Avenue, Gillette, Wyoming, by and through its duly elected Board of County Commissioners, hereinafter referred to as “Lessor”, and Visionary Communications, Inc., P.O. Box 2799, Gillette, Wyoming 82716, hereinafter referred to as Lessee and replaces the lease agreement entered into on or about September 15, 2020. This amended lease agreement changes the description of the leased premises and purposes as set forth below.

Premises

Lessor is the sole owner of the premises, as described in Exhibit A, and incorporated into this Amended Lease Agreement by reference herein. Lessee is a private company, who is the owner of a ninety-five (95) foot monopole tower, herein referred to as “Tower” which is located on the Lessor’s premises.

Subject to the terms and conditions of this amended lease agreement, Lessor hereby leases to Lessee the premises described in the attached Exhibit A for the purpose of the installation, operation and maintenance of the Tower and related improvements in the form of underground fiber facilities from the City of Gillette’s radio shed to the Tower. Lessee shall place the Tower and related improvements in a manner conforming to recognized standards, applicable federal, state and local laws, codes, ordinances and regulations; in the exact location shown on the attached Exhibit A; and as directed by the County. Placing the Tower and related improvements in a location other than originally approved without obtaining prior County approval may void this agreement.

Any future alterations, modifications, or removal of the improvements required or requested by the County, shall be completed without delay. Adjustments will be accomplished at no expense to the County, unless otherwise provided for by law.

It is specifically agreed and understood that the installation of Lessee’s improvements will occur on premises subject to an easement conveyed by Lessor to the City of Gillette via an instrument of conveyance recorded in Book 1510, Page 397 in the records of the Campbell County Clerk. To the extent the installation of the improvements occurs on premises leased to the City of Gillette, Lessee shall obtain the permission and approval from the City of Gillette.

Term

This Agreement shall be for a term of three (3) years, beginning September 15, 2020. This Agreement may be renewed or modified by agreement by all parties, in writing and subject to the required approvals. Throughout the entire term of this Agreement, Lessor reserves the right to enter onto the leased premises; taking care to not damage the Tower or equipment belonging to Lessee.

Consideration & Payment

In consideration for a leasehold interest to operate and maintain the Tower and related improvements, Lessee shall submit a total payment of \$1,500 to Lessor annually. The first payment shall not be prorated. Said rental payment is due the first day of October of each year this Agreement is effective. The first payment of rent of \$1,500 is due October 1, 2020. Lessee shall also install a fence along the access route to the Tower, described in Exhibit B no later than December 30, 2020. Failure to install fence and gate within that time period is a breach of this Agreement and grounds to terminate this Agreement. Placement of said fence shall be directed by Lessor and shall occur in the location as described in Exhibit B; and incorporated into this Agreement by reference herein. The fence and gate shall also meet the following specifications:

- Made of chain-link material
- Span approximately 570 feet or as determined in the field at a height of six (6) feet
- Include a sixteen (16) foot wide gate as designated on Exhibit B.

Termination

This Agreement will expire at the end of the leased term or either party may terminate this Agreement by providing a ninety (90) days written notice to the other party at the addresses provided herein. Under either circumstance, Lessee agrees that upon vacating the property, Lessee shall remove any and all improvements made to the leased premises, excluding the fence and gate, and to leave the premises in the same condition as it was prior to commencement of this Agreement.

Access to Tower

Lessor is to provide to the Lessee access to the leased premises for the purpose of the installation, operation, and maintenance of the Tower and related improvements. It is expressly agreed that Lessee have access to the Tower, so as not to impede or interfere with Lessor's use of its property and its requirements and restrictions established by the Wyoming Department of Environmental Quality. Lessee is to access the Tower strictly by way of the access route designated by Lessor. The designated access route to the Tower is provided in Exhibit B. In the event that Lessor, in its sole judgment, subsequently determines said access route interferes with Lessor's use or operations on or in the vicinity of the leased property, then Lessor has the sole discretion to change the location of the access route and will, at that time, designate an alternate access route for use by Lessee.

Utilities.

Lessee is responsible for obtaining all required permits and/or hook-ups, use, and payment of all utilities needed to support the use of the property, including by way of illustration and without limitation, water, electricity, and any needed garbage pick-up. Lessor will not incur costs related to Lessee use, connection of or disconnection of utilities.

FCC Permit

Lessee is responsible for obtaining and maintaining all permits required by the Federal Communications Commission to operate and use the Tower.

Maintenance

Lessee shall maintain the leased premises in a tidy manner, including by way of illustration but not limited to, removal of debris, place equipment in an organized manner, as well as other maintenance as

needed to keep the property in good condition. Lessee, also agrees that as soon as practicable after the performance of any construction, repair, maintenance or reconstruction, Lessee shall restore at its own cost all property within the leased premises, granted herein, and any adjoining property disturbed during any construction or repair activities, to a neat, presentable, safe and usable condition. The condition of the land after use by the Lessee shall be at least as good as it was before any activities were performed by the Lessee. After installation of the fence and gate, should Lessee cause damage to either improvement, Lessee shall be responsible for the cost and repair of such damage. Lessor shall otherwise maintain and repair the fence and gate to ensure said improvements are kept in good working condition.

Insurance

Lessee agrees to procure and maintain liability and property damage insurance policy or policies with a combined single limit bodily injury and property damage per occurrence of not less than one million dollars (\$1,000,000.00) and combined aggregate of not less than One Million Dollars (\$1,000,000.00). All policies shall provide they are primary coverage without any right of contribution from any other insurance policy or other sources of the Lessor, and that they will not be cancelled without thirty (30) days prior written notice to Lessor. Lessor shall be named as an additional insured on said policy or policies. Lessee shall provide Lessor with copies of said insurance policies within thirty (30) days after execution of this agreement.

Tower Removal Bond

Lessee further agrees to procure and maintain a Tower Removal Bond in the amount of \$30,000. Said bond shall be paid promptly unto Campbell County, Wyoming, for all and any all damages due by Lessee to Lessor in connection with the removal of the Tower. The bond may be canceled by giving sixty (60) days written notice to Campbell County, Wyoming, at the address provided herein. The bond shall be deemed canceled at the expiration of sixty (60) days from the date of receipt of such notice, the Lessee shall remain liable for all damages and charges that would otherwise have been covered by said bond, which may have accrued up to date of such cancellation.

Governmental Indemnification

Lessee shall indemnify, defend, and hold harmless the Lessor and their agents and/or employees from any and all claims, lawsuits, losses, and liability arising out of Lessee's failure to perform any of Lessee duties or obligations hereunder or in connection with the negligent performance of Lessee duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Lessee actions.

Governmental Immunity

The Lessor does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available pursuant to Wyoming Statutes §§ 1-39-101 through 1-39-121 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental 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 governmental immunity shall be construed in favor of governmental immunity.

Legal Compliance

Lessee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this agreement.

Breach or Default.

Lessee shall be considered in default if Lessee fails to pay rent, perform, or fulfill any of the covenants, conditions, or consideration obligations of this Agreement within thirty (30) days after notice of a breach of failure by the Lessor. In the event of breach or default, Lessor shall have the right to cancel or terminate this Agreement, without cause, upon ninety (90) days written notice to Lessee as well as any other right or remedy under law, by giving Lessee written notice at Lessee's address provided herein. Through the term and any extension of this lease, Lessee agrees to the obligation to maintain updated contact and physical address information with the Lessor.

Interpretation/Jurisdiction

The parties agree that the laws of the State of Wyoming shall govern this agreement, and any questions arising hereunder shall be construed according to such laws. The parties further agree that the construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming. The parties intend and agree that Lessor does not waive governmental immunity by entering into this Agreement and specifically retain governmental immunity and all defenses available pursuant to Wyoming Statute §§ 1-39-101 through 1-39-121 and all other applicable law.

Assignment

Lessee shall not convey, assign, or otherwise transfer its interest in this Agreement without the prior written consent of Lessor. Lessor may immediately terminate this Agreement upon any conveyance, assignment, transfer, or sale of any substantial or partial interest in the Tower or this Agreement made by Lessee.

Third Party Beneficiary

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 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.

Waiver

The waiver of any breach of any term or condition of 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.

Authorities

This amended agreement represents the entire agreement between the parties, and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties

pertaining to the subject matter of this agreement. Any modification to this agreement must be in writing and signed by the duly authorized representatives.

Signatures

The parties to this Agreement, either personally or through their duly authorized representatives, certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Amended Agreement is September 15, 2020.

**BOARD OF COMMISSIONERS
CAMPBELL COUNTY, WYOMING**

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

Date

ATTEST:

Susan Saunders
County Clerk, Campbell County Board of Commissioners

Date

VISIONARY COMMUNICATIONS, INC.



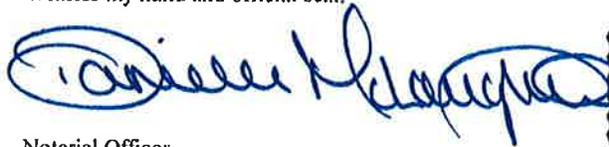
Preston Schilling
Vice President, Visionary Communications, Inc.

9-29-2020
Date

State of Wyoming)
) §
County of Campbell)

The foregoing easement was acknowledged before me by Preston Schilling, as Vice President, Visionary Communications, Inc. on this 29 day of September, 2020.

Witness my hand and official seal.





Notarial Officer
My commission expires: 4-19-22

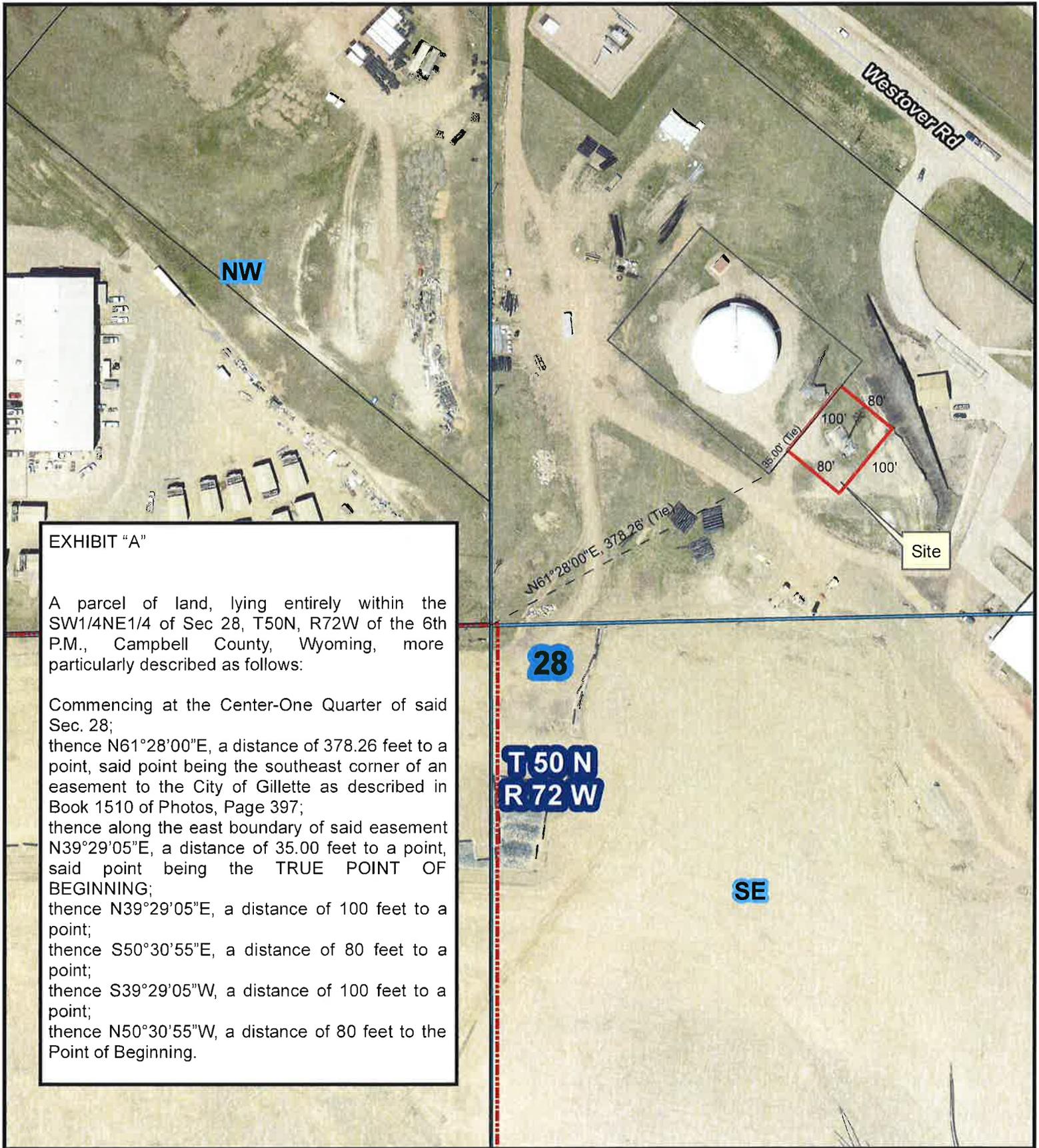
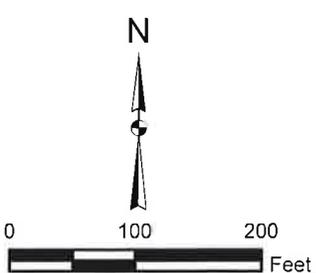


EXHIBIT "A"

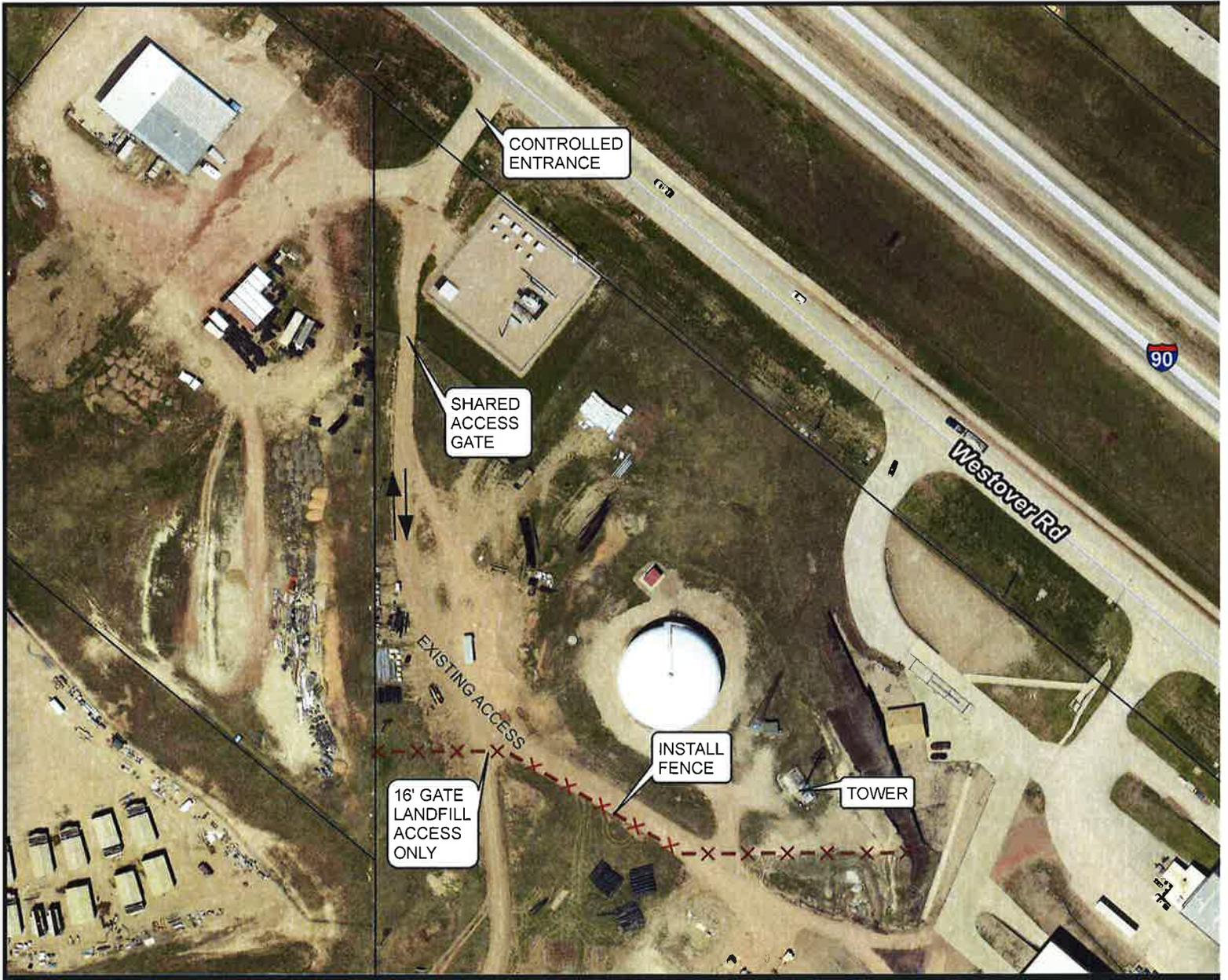
A parcel of land, lying entirely within the SW1/4NE1/4 of Sec 28, T50N, R72W of the 6th P.M., Campbell County, Wyoming, more particularly described as follows:

Commencing at the Center-One Quarter of said Sec. 28;
 thence N61°28'00"E, a distance of 378.26 feet to a point, said point being the southeast corner of an easement to the City of Gillette as described in Book 1510 of Photos, Page 397;
 thence along the east boundary of said easement N39°29'05"E, a distance of 35.00 feet to a point, said point being the TRUE POINT OF BEGINNING;
 thence N39°29'05"E, a distance of 100 feet to a point;
 thence S50°30'55"E, a distance of 80 feet to a point;
 thence S39°29'05"W, a distance of 100 feet to a point;
 thence N50°30'55"W, a distance of 80 feet to the Point of Beginning.



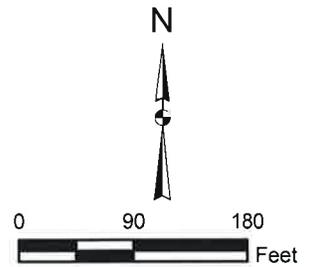
CAMPBELL COUNTY
 DEPARTMENT OF PUBLIC WORKS
 500 S. Gillette Ave. Gillette, Wyoming 82716
 Phone # 307 685-8061
 Fax # 307 687-6349

Tower Description
 Exhibit A
 DATE: 9/24/2020 DRAWN BY: alk08



Blumberg No. 5208
EXHIBIT
B


Campbell County
wyoming



The following page(s) contain the backup material for Agenda Item: [10:30 Shuttle Van, Senior Center](#)

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

**OFFICE**

500 South Gillette Avenue
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Gillette, Wyoming 82716
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www.ccgov.net

Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

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

MEMORANDUM

TO: Board of Campbell County Commissioners
From: Anthony Langone, Fleet Manager *AL*
Subject: Shuttle Van Transfer to Senior Center
Date: October 6, 2020

As we look towards the future and the likely need for budget reductions, the Fleet Department is attempting to reduce the size of the county fleet accordingly. I previously discussed the possible sale of the 3 shuttle vans as the usage is below expectation. These are 2015 Ram Promaster 3500's with one being ADA accessible. Currently, the ADA shuttle (VIN – 3C6URVJD1FE504456) is under lease with the Senior Center.

The NADA lists a value of \$41,582.00 for the shuttle vans which is about 40% depreciation from the original cost. I cannot locate a published value that will include the improvements the county added. In order to capture that value, I applied the 40% depreciation percentage applied to the vehicle to the upfit cost as well. The price listed above (\$41,582.00) is the total value including up-fit costs.

It is my understanding from our prior discussion that the Board supports continuing to make the ADA accessible van available for the Senior Center. The following are the identified options in discussion with Ms. Rossi upon consult with her Board.

Option 1: Continue to lease the van to the Campbell County Senior Center under the current terms. The lease term is from March 1, 2020 and expires February 28, 2021. The lease could be extended for additional terms. The agreement requires the Center to maintain the van and carry insurance. The agreement also provides for county use upon need. Unfortunately, this arrangement has resulted in both the county and the Senior Center to carry insurance in the van.

Option 2: The van may be offered for sale to the Senior Center at the market value identified above. In visiting with Ms. Rossi, the Senior Center has been fortunate to be able to obtain funding through SLIB grants and other state assistance in meeting transportation needs. It

The mission of Campbell County is to provide quality, efficient, and cost-effective services for all Campbell County residents through sound decision making and fiscal responsibility.

would be challenging thus unlikely they would have the funds to pay the identified market price.

Option 3: As you know, the county is a significant source of funding for the Senior Center's operational costs. The county could transfer title to the Senior Center with the consideration being continued use of the vehicle as needed.

Option 4: Sell the van on the open market.

Please consider these options and advise on your desired course of action. Should you have questions, it would be my pleasure to assist.

The following page(s) contain the backup material for Agenda Item: [10:35 EDA Grant Award, Carbon Valley Global Marketing & Branding Campaign](#)

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

MEMORANDUM

TO: Board of Commissioners

FROM: Ivy McGowan-Castleberry 

RE: EDA ACC Financial Assistance Award for Carbon Valley Marketing

DATE: 10/01/2020

Attached, please find the Financial Assistance Award, Specific Award Conditions and Department of Commerce Financial Assistance Standard Terms and Conditions.

The U.S. Department of Commerce, Economic Development Administration has awarded Campbell County \$240,000 (60 % of the total project cost) for the Carbon Valley Global Marketing and Branding Campaign. The award period is September 28, 2020, through September 27, 2022. The cash match portion, which will be split equally between the City and the County, is \$160,000.

The Carbon Valley Global Marketing and Branding Campaign is a joint project between the City of Gillette and Campbell County to develop and implement a global marketing strategy to promote our area as the destination for advanced carbon research and development, and commercialization.

Using an RFP process, a local task force reviewed, evaluated, and interviewed responsive applicants. Earlier this year, the Board of Commissioners and City Council accepted the taskforce's recommendation to retain Violet PR firm to provide marketing, public relations, media planning and placement, and overall communication strategies, promoting Carbon Valley.

GRANT COOPERATIVE AGREEMENT

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER
05-79-06053

RECIPIENT NAME
Campbell County Government

PERIOD OF PERFORMANCE
Sept. 28, 2020 - Sept. 27, 2022

STREET ADDRESS
500 S. Gillette Ave, Ste. 1100

FEDERAL SHARE OF COST
\$ **\$240,000**

CITY, STATE, ZIP CODE
Gillette, WY 82716-4211

RECIPIENT SHARE OF COST
\$ **\$160,000**

AUTHORITY
Public Works and Economic Development Act of 1965, as amended (42 U.S.C. 5301-5305)

TOTAL ESTIMATED COST
\$ **\$400,000**

CFDA NO. AND NAME
11.307 Economic Adjustment Assistance, Assistance to Coal Communities (ACC)

PROJECT TITLE
Carbon Valley Global Marketing and Branding Campaign

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS
- R & D AWARD
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- SPECIFIC AWARD CONDITIONS
- LINE ITEM BUDGET
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.
- OTHER(S): _____

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER
Angela B. Martinez, Regional Director **ANGELA MARTINEZ** Digitally signed by ANGELA MARTINEZ

DATE
09/28/20

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL
DG Reardon, Chairman, Campbell County Board of Commissioners

DATE

SPECIFIC AWARD CONDITIONS
 U.S. DEPARTMENT OF COMMERCE
 Economic Development Administration (EDA)

NON-CONSTRUCTION PROJECTS: Economic Adjustment Assistance Program under Section 209 of the Public Works and Economic Development Act of 1965, as amended (42 U.S.C. §3121 et seq.) (PWEDA)

Project Title: Carbon Valley Global Marketing and Branding Campaign	
Recipient Name: Campbell County Government	Award Number: 05-79-06053

1. This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work*. All work on this project should be consistent with this *Authorized Scope of Work* as detailed in Attachment 1, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized through execution of a Form CD-451.

The Authorized Representative's name, title, address, and telephone number are:

DG Reardon Campbell County Commissioners Phone: 307.682.7283 Email: dgr01@ccgov.net	Chairman, Board of Commissioners 500 S. Gillette Ave, Ste.1100 Gillette, WY 82716-4211
---	--

The Point of Contact's name, title, address, and telephone number are:

Ivy McGowan-Castleberry Campbell County Commissioners Phone: 307.687.6318 Email: ijm01@ccgov.net	Public Information Coordinator 500 S. Gillette Ave, Ste.1100 Gillette, WY 82716-4211
--	--

The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

Angela B. Martinez Regional Director Phone: 303.844.3909 Email: amartinez@eda.gov	Economic Development Administration 1244 Speer Blvd. Suite 431 Denver, Colorado 80204
---	---

The Federal Program Officer (Area Director) oversees the programmatic aspects of this Award. The Federal Program Officer is:

Cindy Edwards Area Director Phone: 303.844.5360 Email: cedwards@eda.gov	Economic Development Administration 1244 Speer Blvd. Suite 431 Denver, Colorado 80204
--	---

The Project Officer is responsible for day-to-day administration and liaison with the Recipient and receives all reports and payment requests. The Project Officer is:

Andrew P. Cutler Economic Development Specialist Phone: 720.630.0797 Email: acutler@eda.gov	Economic Development Administration 1244 Speer Blvd. Suite 431 Denver, Colorado 80204
---	---

2. ADDITIONAL INCLUDED DOCUMENTS:

In addition to the regulations, documents, or authorities incorporated by reference on the Financial Assistance Award (Form CD-450) the following additional documents are included with and considered to be part of the Award's terms and conditions:

- Recipient's final completed Application (this item not enclosed in this Award package);
- *Authorized Scope of Work* (Attachment 1);
- *Line Item Budget* (Attachment 2);
- *Staffing Plan – Not Applicable* (Attachment 3); and
- *Instructions for ASAP enrollment and accessing funds* (Attachment 4).

Should there be a conflict between the above referenced documents and the Specific Award Conditions (this document), the Specific Award Conditions, including any attachments, shall prevail.

3. PROJECT DEVELOPMENT TIME SCHEDULE: The Recipient agrees to the following Project Development Time Schedule:

Action Item	Due
Return of Executed Financial Assistance Award (Form CD-450) or Amendment (Form CD-451)	No later than 30 calendar days after receipt of Form CD-450/CD-451

Submission of Draft Final Project Progress Report	No later than 30 days before Award End Date
Submission of Final Progress Report	Prior to Award End Date
Authorized Award End Date	The latest date set forth in the "Period of Performance" field on the CD-450 or as later memorialized through a CD-451
Submission of Final Financial Documents (SF-425)	No later than 90 Calendar days from the Award End Date

The Recipient shall diligently pursue the development and implementation of the Project upon receipt of an EDA Award so as to ensure completion within this time schedule. Moreover, the Recipient shall promptly notify EDA in writing of any event which could substantially delay meeting any of the proscribed time limits for the Project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA's taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.338 through 200.342.

4. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:

- A. **AWARD DISBURSEMENTS:** EDA will make Award payments using the Department of Treasury's Automated Standard Application for Payments (ASAP) system. The Recipient is required to furnish documentation as required by ASAP including but not limited to Recipient and Requestor Identification Numbers. Complete information concerning the ASAP system may be obtained by visiting www.fms.treas.gov/asap.

In order to receive payments, Recipients must submit a Form SF-270 "*Request for Reimbursement*" for the applicable period electronically to the Project Officer, who will review and process the request.

Please note that prior to the initial disbursement, Recipients must complete the attached Form SF-3881, "*ACH Vendor/Miscellaneous Payment Enrollment Form*" and submit it to NOAA's Accounting Office by FAX to 301-528-3675 (*FAX is required to secure confidentiality of sensitive information*). The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

B. REPORTS:

- a. *Project Progress Reports:* The Recipient agrees to provide the Project Officer with Project Progress Reports, which will communicate the important activities and accomplishments of the Project, on a semi-annual basis for the periods ending **March 31** and **September 30**, or any portion thereof. Reports are due no later than 1 month following the end of the period.

Performance Progress Reports should be submitted to EDA in an electronic format no later than the dates outlined above in a concise, clear format, which outlines the following information in no more than 3-6 pages in length:

- i. Provide a clear, concise overview of the activities undertaken during the Project Period;
- ii. Document accomplishments, benefits, and impacts that the Project and activities are having. Recipients should note specific outcomes where activities have led to job creation/retention, private investment, increased regional collaboration, engagement with historically excluded groups or regions, enhanced regional capacity, and other positive economic benefits;
- iii. Highlight any upcoming or potential press events or opportunities for collaborative press events to highlight benefits of the EDA investment;
- iv. Compare progress with the project timeline, explaining any departures from the targeted schedule, identifying how these departures are going to be remedied, and projecting the course of work for the next period;
- v. Outline challenges that currently impact or could impact progress on the grant over the next reporting period and identify ways to mitigate this risk; and
- vi. Outline any areas where EDA assistance is needed to support the project or any other key information that would be helpful for your EDA Project Officer to know.

Final Project Reports may be posted on EDA's website, used for promotional materials or policy reviews, or may be otherwise shared. Recipients should not include any copyrighted or other sensitive business information in these reports. There is no specific page limit for Final Project Reports; however, such reports should concisely communicate key project information, and should:

- i. Outline the specific regional need that the project was designed to address and update on progress made during the reporting period that will mitigate need and advance economic development;
 - ii. Provide a high-level overview of the activities undertaken;
 - iii. Detail lessons learned during the project period that may be of assistance to EDA or other communities undertaking similar efforts;
 - iv. Outline the expected and actual economic benefits of the project at the time that the report is written; and
 - v. Any other key information from the relevant project period.
- b. **Financial Reports:** The Recipient shall submit a "Financial Status Report" (Form SF-425) on a semi-annual basis for the periods ending **March 31** and **September 30**, or any portion thereof, for the entire project period. Form SF-425 (and instructions for completing this form) is available at: http://www.whitehouse.gov/omb/grants/grants_forms.html. Reports are due no later than 1 month following the end of the period.

A final Form SF-425 must be submitted no more than 90 calendar days after the expiration date of the Award (e.g., the Award end date specified on the Form CD-450 or Form CD-451). Final financial reports should follow the guidance outlined by the form instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period, and that all matching and program income (if applicable) is fully reported. Final grant rate and determinations of final balances owed to the government will be determined by the information on the final Form SF-425, so it is imperative that this final financial form is submitted in a timely and accurate manner.

5. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** The attached Final Line Item Budget is the authorized budget for this award. Total allowable costs will be determined at the conclusion of the period of performance in accordance with the administrative authorities applicable pursuant to the Financial Assistance Award (Form CD-450), including the applicable requirements as set forth in 2 C.F.R. part 200, after the Final financial forms, including any required documentation, is submitted.
6. **FEDERAL SHARE:** The EDA participation in total eligible project costs will be limited to the EDA grant amount or the EDA share of total allowable project costs, based on the area's grant rate eligibility at the time of award, whichever is less.
7. **MATCHING SHARE:** The Recipient agrees to provide the Recipient's non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal share requested for such project expenses. The Recipient also certifies that, in accepting the Financial Assistance Award, the Recipient's Matching Share of the project costs is committed and unencumbered, from authorized sources, and shall be available as needed for the project.
8. **REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** Treasury has given the EDA two options for having payments deposited to EDA's account:
 - i. The first one is Pay.Gov. This option allows the payee to pay EDA through the Internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.
 - ii. The second option is Paper Check conversion. All checks must identify on their face the name of the DOC agency funding the award, award number, and no more than a two-word description to identify the reason for the refund or check. A copy of the check should be provided to the EDA Project Officer. This option allows the payee to send a check to NOAA's Accounting Office, who processes EDA's accounting functions at the following address:

U.S. Department of Commerce
National Oceanic and Atmospheric Administration
Finance Office, AOD, EDA Grants
20020 Century Boulevard
Germantown, MD 20874

The accounting staff will scan the checks in to an encrypted file and transfer to the Federal Reserve Bank, where the funds will be deposited in EDA's account. While this process will not be an issue with most payees, there are occasionally issues for entities remitting funds to EDA via check. If you are remitting funds to EDA via check, please make note of the following:

- If a check is sent to EDA, it will be converted into an electronic funds transfer by copying the check and using the account information to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.
- EDA will not return your original check; the original will be destroyed and a copy will be maintained in our office. If the Electronic Funds Transfer (EFT) cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, EDA will charge you a one-time fee of \$25.00, which will be collected by EFT.

9. **PLANNING COORDINATION:** In keeping with regional economic development principles, Recipients should coordinate economic development planning and implementation projects with other economic development organizations affecting the area, specifically EDA-funded recipients such as State and Urban planning grantees, adjoining Economic Development Districts (EDDs) and Indian Tribes, and University Centers (UCs).
10. **PROCUREMENT:** For all contractual expenses incurred as part of this project, the service must be competitively procured in accordance with 2 C.F.R. §§ 200.317 through 200.326, as applicable. Prior to advertisement of an RFQ or RFP, as applicable, Recipient shall provide EDA with a draft copy of the advertisement. Once proposals have been received but before the contract has been executed, Recipient shall provide EDA with a copy of the chosen proposal, documentation of the selection process including rank and rating sheets, and a draft copy of the contract for EDA's review. Once the contract has been executed, Recipient shall provide EDA with a final copy of the contract.
11. **BUY AMERICAN:** Consistent with Executive Order 13858, *Strengthening Buy-American Preferences for Infrastructure Projects*, the Recipient is encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or sub-award that is chargeable under this Award.

12. NONRELOCATION: In signing this award of financial assistance, Recipient(s) attests that EDA funding is not intended by the Recipient to assist its efforts to induce the relocation, or the movement of existing jobs from one region to another region in competition with those jobs. In the event that EDA determines that its assistance was used for such purposes, EDA retains the right to pursue appropriate enforcement action in accord with the Standard Terms and Conditions of the Award, including suspension of disbursements and termination of the award, which may include the establishment of a debt requiring the Recipient to reimburse EDA.

13. PERFORMANCE MEASURES: The Recipient agrees to report on program performance measures and program outcomes in such form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010. Recipients are to retain sufficient documentation so that they can submit these required reports. Failure to submit this required report can adversely impact the ability of the Recipient to secure future funding from EDA.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document, if applicable. EDA staff will contact Recipients in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted.

14. REAFFIRMATION OF APPLICATION/ACCEPTANCE OF AWARD

Recipient(s) acknowledges that Recipient's Application for this Award may have been submitted to the Government and signed by Recipient(s), or by an authorized representative of Recipient(s), electronically without providing an original "wet" signature. In addition, the Recipient(s) or an authorized representative of Recipient(s) may have accepted the Award electronically, which includes drawing down any funds under this Award. Regardless of who submitted the Application to the Government or the means by which Recipient(s) submitted the Application or accepted the Award, Recipient(s) hereby reaffirms and states that:

- i. All data in the applicable Application were true and correct when the Application was submitted and remain true and correct as of the date of this Award;
- ii. The Application was, as of the date submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient(s); and
- iii. Recipient(s) has read, understood, and will comply with all terms of this Award, including the Assurances and Certifications submitted with, or attached to, the Application.

The Recipient agrees to immediately notify the Grants Officer of any material changes to the Application within 30 calendar days of the date the Recipient becomes aware of such changes. For purposes of this provision, the term "Application" includes all documentation and any information provided to the Government as part of, and in

furtherance to, the request for funding, including submissions made in response to information requested by the Government after submission of the initial Application.

15. **UPDATES TO GUIDANCE FOR GRANTS AND AGREEMENTS:** This award incorporates by reference updates to OMB Guidance for Grants and Agreements at 2 CFR § 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment) and 2 CFR § 200.340 (Termination), effective as of August 13, 2020 (85 FR 49506) and available at: <https://www.federalregister.gov/documents/2020/08/13/2020-17468/guidance-grantsand-agreements>.

Attachment 1
Authorized Scope of Work

Recipient: Campbell County Government

Award Number: 05-79-06053

The project's primary objective is to effectively partner with a firm to provide marketing, public relations, media planning and placement, and an overall communication strategy for the City of Gillette and Campbell County to promote the area as Carbon Valley, the destination for advanced carbon research.

Campbell County proposes retaining a firm or set of firms that will design, develop, and implement a strategic advertising and public relations campaign that, in collaboration with regional partners, will:

1. Incorporate the Carbon Valley Blueprint, (to be completed summer 2020 by Lone Tree Academics, LLC), promote local awareness of outreach efforts to develop a base of local advocates for Carbon Valley as a destination for companies working on advanced carbon product development and CCUS.
2. Identify target advanced carbon research organizations regionally, nationally, and internationally for marketing and public relations outreach.
3. Increase profile/brand awareness to position Carbon Valley as a prime location for relocation and expansion in key target industries.
4. Develop marketing and promotion strategies for an international Carbon Conference to be hosted in Campbell County.

The selected firm(s) will be expected to service the marketing, branding, and public relations needs of the City of Gillette, Town of Wright, and Campbell County as a region, in the development of Carbon Valley. The following includes a detailed list of tasks that will be accomplished through the project:

Marketing & Branding

- Develop community branding ideas, including logo and slogans to define Carbon Valley, and to effectively and successfully raise awareness and connect with target audiences.
- Create branding strategies to brand Gillette/Campbell County as Carbon Valley, the research and development capital for CCUS and advanced carbon technologies.
- Create coordinated marketing campaigns (print, broadcast, digital, online, email, etc.) to include a written plan, addressing objectives, audience/market description, strategies, tactics, and budgets.

- Creative strategy and design (reports, advertising, and visual display, broadcast, or social media materials).
- Concept development, including quality graphic design.
- Develop original copy (text), copywriting, and editing. Languages may also include Chinese, Japanese, or other identified foreign languages.
- Provide guidance on cultural considerations for identified foreign markets/organizations.
- Media planning & buying, media negotiations, client meetings, correspondence related to specific media plans/buys.

Public Relations

- Strategic planning for local, regional, national, and international markets.
- Build messaging that can be used in various channels, including earned media, social media, and paid traditional media to geo-target key audiences through relevant channels to drive awareness, create an emotional connection and education on key actions.
- Create messaging to drive interaction and build excitement through sharing relevant content and providing opportunities to interact with Carbon Valley.
- Develop a concrete social media strategy using tools like Facebook, Twitter, LinkedIn, and Instagram.
- Develop and pitch storylines and press releases, fact sheets, issue briefings, and industry highlights to the media.
- Identify and submit Carbon Valley governments, organizations, and businesses for industry award opportunities.
- Support communication efforts (i.e., blog posts, monthly newsletters, etc.) as needed.
- Develop and maintain targeted media lists (local, trade, national, and international).
- Strengthen relationships with the local community.
- Integration of survey systems for feedback.

Account Management & Reporting

- Meet with city council, county commissioners, and/or their representatives as needed for purposes of carrying out initiatives.
- Maintain internal procedures that ensure budget control, prompt billing, and quality control, including but not limited to auditing invoices.
- Prepare cost schedules and project sheets for expenditures and obtain approval of all expenditures with regard to authorized advertising by submitting preproduction estimates.
- Assign and aid in the production, application, registration, and defense of all applicable intellectual property.

- Provide regular status reports as agreed upon, to provide timely updates regarding the progress on all projects.
- Provide monthly, quarterly, and annual performance cost analysis.
- Develop analytical data reports and key performance indicators in collaboration with Carbon Valley leadership to measure overall effectiveness and performance and provide detailed reports monthly.

Attachment 2
Final Line Item Budget

Recipient: Campbell County Government Award Number: 05-79-06053

A. Under the terms of the Award, the total approved authorized budget is:

Federal Share (EDA Amount)	\$240,000.00
Non-Federal Matching Share	\$160,000.00
Total Project Cost	\$400,000.00

B. Under the terms of the Award, the authorized line item budget is:

Cost Classification	Approved (\$)
Personnel	\$0
Fringe Benefits	\$0
Travel	\$0
Equipment	\$0
Supplies	\$0
Contractual Cost	\$400,000.00
Other	\$0
Total Direct	\$0
Indirect Charges	\$0
Grand Total	\$400,000.00

Attachment 3
Authorized Staff Positions

Recipient: **Campbell County Government**

Award Number: **05-79-06053**

No Campbell County staff time is being attributed or charged directly to this award. The full scope of work will be performed via contract, thus, the inclusion of a staffing plan in the award documents is not applicable.

Attachment #4 Instructions for ASAP Enrollment

1. The grantee will send an email to EDA's ASAP e-mail address, edagrants@NOAA.gov. If the grantee is already enrolled in ASAP.gov with another federal agency, EDA still needs this email. However, all the organization needs to do is link their organization to EDA. There are instructions on Home page of ASAP.gov on how to link.
 - a. Include the grantee's complete name, address, Tax Identification Number, DUNS number, ASAP's Recipient ID (if already enrolled in ASAP)
 - b. Include the point of contact's (POC) name, phone number, title, and e-mail address. It is suggested that the POC is an employee in the Accounting or Finance office.
 - c. EDA will enroll the grantee by comparing the enrollment information to application received by the project officer.
 - d. EDA will reply to the POC and inform him/her that the grantee has been enrolled.
2. The POC will receive an email from ASAP.gov. This email will be triggered by EDA enrolling the grantee.
 - a. The email will have instructions for the POC on the enrollment process.
 - b. The email will have the POC's User ID in it.
 - c. The password is sent by U.S. Mail for security purposes.
3. Once the POC has his user's ID and password, the POC can log into ASAP.gov*
 - a. The POC confirms the information entered by EDA.
 - b. The POC identifies the recipient organization's officials, which include the Head of Organization, Authorizing Official, and Financial Official. A re-delegated Head of Organization and another Point of Contact can also be defined.
4. Once entered by the POC, the officials are assigned a User ID and temporary password in [ASAP.gov's](http://ASAP.gov) system. He/she will receive an email notification.
5. The Head of Organization approves the officials identified by the point of contact.*
6. The Authorizing Official is responsible for confirming the recipient organization's information and identifying the users who need access to the ASAP.gov application*.
7. The Financial Official is responsible for entering the bank account information for the recipient organization. * If the grantee is already enrolled in ASAP.gov with another federal agency all the organization needs to do is link their organization to EDA. There are instructions on the Homepage of ASAP.gov.
8. Once all of the above tasks are completed, the ASAP.gov application will notify EDA by email that the grantee's enrollment has been completed. The email will include the ASAP recipient number.

9. EDA will create and fund accounts for the grantee so that the grantee will be able to draw down funds using ASAP.gov

Please visit ASAP.gov's website at <http://fms.treas.gov/asap> for more information, including instructions and a user manual. Please note that there is excellent online help at ASAP.gov.

*The setting on the computer's desktop must have the screen resolution set to 1024x768.

- a. Right click on an empty space on the computer's desktop.
- b. Select Properties.
- c. Go to the Setting tab.
- d. Change the screen resolution to 1024x768.

Who to Call if You Have Questions about ASAP

Username or password problems- Federal Reserve Bank of Richmond -804-697-8384

Enrollment questions - National Oceanic and Atmospheric Administration (NOAA) Finance Team: *Teresa Shahan @ 301-444-2807, Roberta Duncan @ 301-444-2753 or by email @ edaqrants@NOAA.gov.*

Funding questions - National Oceanic and Atmospheric Administration (NOAA) Finance Team:

(EDA cannot fund your grant until we receive an email from ASAP.gov confirming enrollment completion.)

How to use the ASAP system/ System questions- call the Treasury Financial Center determined by the location of your state capital:

- In the Eastern and Central time zone, call the Kansas City Regional Financial Center at (855)868-0151 from 7:30 a.m. to 4:00 p.m.
- If your state capital is in the any time zone other than the Eastern and Central time zones, call San Francisco Financial Center at (510)594-7182 from 7:30 a.m. to 4:00 p.m.

Not sure - National Oceanic and Atmospheric Administration (NOAA) Finance Team: *Teresa Shahan @ 301-444-2807, Roberta Duncan @ 301-444-2753 or via email @ edaqrants@NOAA.gov.*

Procedures for Drawing Down Funds from ASAP

For Grants that are on Reimbursement Status

1. The grantee will send a Request for Advance or Reimbursement, SF 270, to the project officer with the amount that they want to draw down and the period of performance. This does not need to be an original. It can be sent to the project officer either by email, fax, or mail.
2. The grantee will go into ASAP and request a payment for the same amount that is on the SF-270.
 - a. Click on the  Tab at the top of the screen.
 - b. From the drop down menu, select initiate payment request.
 - c. Confirm banking account information and number.
 - d. Select Payment Request type as **Individual** Payment Method - ACH or wire
 - e. Requested Settlement date- grantee's decision (next business day)
 - f. Requester Reference number- EDA's grant number, Account # is EDA's grant number with the letter "F" in front of the grant number (no hyphens)
 - g. Press 
 - h. Cash on Hand 0.00
 - i. Amount Requested \$\$\$\$.\$\$
 - j. Review
 - k. Press- 
3. EDA's project officer will notify NOAA's Finance Team and grantee thru the ASAP email address edagrants@NOAA.gov authorizing funds draws. NOAA's Team also must receive a copy of the SF-270. (With cover letter)
 - a. On the subject line, please include organization's name and project number
4. NOAA will release the funds in ASAP upon grantees withdrawal in ASAP.
5. The funds will be in the grantee's account within two business days of approval.

*All grants except for planning grants with program code of 83 and 84.

DEPARTMENT OF COMMERCE
FINANCIAL ASSISTANCE
STANDARD TERMS AND CONDITIONS



30 April 2019

DEPARTMENT OF COMMERCE
FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

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PREFACE

This document sets out the standard terms and conditions (ST&Cs) applicable to this U.S. Department of Commerce (DOC or Commerce) financial assistance award (hereinafter referred to as the DOC ST&Cs or Standard Terms). A non-Federal entity¹ receiving a DOC financial assistance award must, in addition to the assurances made as part of the application, comply and require each of its subrecipients, contractors, and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (E.O.s), Office of Management and Budget (OMB) circulars, provisions of the OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (codified at 2 C.F.R. Part 200) (OMB Uniform Guidance), provisions of these Standard Terms, and any other terms and conditions incorporated into this DOC financial assistance award. In addition, unless otherwise provided by the terms and conditions of this DOC financial assistance award, Subparts A through E of 2 C.F.R. Part 200 and the Standard Terms are applicable to for-profit entities, foreign public entities and to foreign organizations that carry out a DOC financial assistance award.²

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: federal laws and regulations, applicable notices published in the *Federal Register*, E.O.s, OMB circulars, DOC ST&Cs, agency standard award conditions (if any), and specific award conditions.³ A specific award condition may amend or take precedence over a Standard Term on a case-by-case basis, when indicated by the specific award condition.

Some of the Standard Terms herein contain, by reference or substance, a summary of the pertinent statutes, regulations published in the *Federal Register* or Code of Federal Regulations (C.F.R.), E.O.s, OMB circulars, or the certifications and assurances provided by applicants through Standard Forms (e.g., SF-424, SF-424B, or SF-424D) or through DOC forms (e.g. Form CD-511). To the extent that it is a summary, such Standard Term provision is not in derogation

¹ Please note that the OMB Uniform Guidance uses the term “non-Federal entity” to generally refer to an entity that carries out a Federal award as a recipient or subrecipient. Because some of the provisions of these DOC ST&Cs apply to recipients rather than subrecipients, or vice versa, for clarity, these DOC ST&Cs use the terms “non-Federal entity,” “recipient,” and “subrecipient” consistent with their meanings in the OMB Uniform Guidance. In addition, the OMB Uniform Guidance uses the term “pass-through entity” to refer to a non-Federal entity that makes a subaward.

“Non-Federal entity” is defined at 2 C.F.R. § 200.69 as “a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.”

“Recipient” is defined at 2 C.F.R. § 200.86 as “a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.”

“Subrecipient” is defined at 2 C.F.R. § 200.93 as “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.”

“Pass-through entity” is defined at 2 C.F.R. § 200.74 as “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

² See 2 C.F.R. § 200.46 for the definition of “foreign public entity” and 2 C.F.R. § 200.47 for the definition of “foreign organization.”

³ To match the terminology used in the OMB Uniform Guidance, the DOC now uses the phrase “specific award condition” in lieu of “special award condition.”

of, or an amendment to, any such statute, regulation, E.O., OMB circular, certification, or assurance.

DOC commenced implementation of the Research Terms and Conditions (RT&Cs) for Federal awards effective October 1, 2017; the RT&Cs address and implement the Uniform Guidance issued by OMB. For awards designated on the Form CD-450 (Financial Assistance Award) as Research, both the ST&Cs and the RT&Cs as implemented by the Department apply to the award. The RT&Cs as well as the Department's implementation statement, agency specific requirements, prior approval matrix, and subaward requirements are posted on the National Science Foundation's website – <https://www.nsf.gov/awards/managing/rtc.jsp>. The ST&Cs and the RT&Cs are generally intended to harmonize with each other; however, where the ST&Cs and the RT&Cs differ in a Research award, the RT&Cs prevail, unless otherwise indicated in a specific award condition.

A. PROGRAMMATIC REQUIREMENTS

.01 Reporting Requirements

a. Recipients must submit all reports as required by DOC, electronically or, if unable to submit electronically, in hard copy, as outlined below and as may be supplemented by the terms and conditions of a specific DOC award.

b. Performance (Technical) Reports. Recipients must submit performance (technical) reports to the Program Officer. Performance (technical) reports should be submitted in the same frequency as the Form SF-425 (Federal Financial Report), unless otherwise directed by the Grants Officer.

1. Performance (technical) reports must contain the information prescribed in 2 C.F.R. § 200.328 (Monitoring and reporting program performance), unless otherwise specified in the award conditions.

2. As appropriate and in accordance with the format provided by the Program Officer (or other OMB-approved information collections), recipients are required to relate financial data to the performance accomplishments of this Federal award. When applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The recipient's performance will be measured in a way that will help DOC to improve program outcomes, share lessons learned, and spread the adoption of best or promising practices. As described in 2 C.F.R. § 200.210 (Information contained in a Federal award), DOC will identify the timing and scope of expected performance by the recipient as related to the outcomes intended to be achieved by the Federal program.

c. Financial Reports. In accordance with 2 C.F.R. § 200.327 (Financial reporting), the recipient must submit a Form SF-425 (Federal Financial Report) or any successor form on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a specific award condition. Reports must be submitted to DOC as directed by the Grants Officer, in accordance with the award conditions and are due no later than

30 calendar days following the end of each reporting period. A final Form SF-425 must be submitted within 90 calendar days after the expiration of the period of performance. A recipient may submit a final financial report in lieu of an interim financial report due at the end of the period of performance (e.g., in lieu of submitting a financial report for the last semi-annual or other reporting under an award, a recipient may submit a final (cumulative) financial report covering the entire award period).

d. Real Property, Tangible Personal Property and Intangible Property Reports and Requests for Dispositions. Unless otherwise required by the terms and conditions of a DOC financial assistance award, where real property, tangible personal property or intangible property is acquired or improved (in the case of real property or tangible personal property), or produced or acquired (in the case of intangible property), pursuant to a DOC award, non-Federal entities are required to submit the following real property, tangible personal property and intangible property reports (as appropriate):

1. Real Property Status Reports and Requests for Dispositions: Non-Federal entities must submit reports using Form SF-429 (Real Property Status Report) or any successor form, including appropriate attachments thereto, at least annually disclosing the status of real property that is Federally-owned property or real property in which the Federal Government retains a Federal Interest, unless the Federal Interest in the real property extends 15 years or longer. In cases where the Federal Interest attached is for a period of 15 years or more, the DOC or pass-through entity, at its option, may require the non-Federal entity to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or, the DOC or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years). In addition, DOC or a pass-through entity may require a non-Federal entity to submit Form SF-429, with appropriate attachments, relating to a non-Federal entity's request to acquire, improve or contribute real property under a DOC financial assistance award. Non-Federal entities wishing to dispose of real property acquired or improved, in whole or in part, pursuant to a DOC award must request disposition instructions, including the submission of Form SF-429, with appropriate attachments, from the Grants Officer in accordance with the requirements set forth in 2 C.F.R. § 200.311(c). *See also* the real property standards set forth in Section C. of these Standard Terms (Property Standards).

2. Tangible Personal Property Status Reports and Requests for Dispositions: DOC or a pass-through entity may also require a non-Federal entity to submit periodic reports using Form SF-428 (Tangible Personal Property Report) or any successor form, including appropriate attachments thereto, concerning tangible personal property that is Federally-owned or tangible personal property in which the Federal Government retains an interest. In addition, DOC or a pass-through entity may require a non-Federal entity to submit Form SF-428 in connection with a non-Federal entity's request to dispose of, tangible personal property acquired under a DOC financial assistance award. Non-Federal entities wishing to dispose of tangible personal property acquired or improved, in whole or in part, pursuant to a DOC award must request disposition instructions, including the submission of Form SF-428, with appropriate attachments, from the Grants Officer in accordance with the requirements

set forth in 2 C.F.R. § 200.313(e). *See also* the tangible property standards set forth in Section C. of these Standard Terms (Property Standards).

3. Intangible Property Status Reports and Requests for Dispositions: The specific requirements governing the development, reporting, and disposition of rights to intangible property, including inventions and patents resulting from DOC awards, are set forth in 37 C.F.R. Part 401, which is hereby incorporated by reference into this award. Non-Federal entities are required to submit their disclosures, elections, and requests for waiver from any requirement for substantial U.S. manufacture, electronically using the Interagency Edison extramural invention reporting system (iEdison) at www.iedison.gov. Non-Federal entities may obtain a waiver of this electronic submission requirement by providing to the Grants Officer compelling reasons for allowing the submission of paper reports. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. § 200.313(e). *See also* the intangible property standards set forth in Section C. of these Standard Terms (Property Standards).

e. Subawards and Executive Compensation Reports. For reporting requirements on subawards and Executive Compensation, see paragraph G.05.o of these Standard Terms (The Federal Funding Accountability and Transparency Act (FFATA) (31 U.S.C. § 6101 note)).

f. Recipient Integrity and Performance Matters. For reporting requirements pertaining to integrity and performance matters, see paragraph G.05.p of these Standard Terms (Recipient Integrity and Performance Matters (Appendix XII to 2 C.F.R. Part 200)).

g. Research Performance Progress Reports. All research awards shall submit the Research Performance Progress Report (RPPR) in accordance with instructions set forth in the following link: [RPPR Instructions](#).

.02 Revisions of Program Plans

In accordance with 2 C.F.R. § 200.308 (Revisions of budget and program plans) and 2 C.F.R. § 200.407 (Prior written approval (prior approval)), the recipient must obtain prior written approval from the DOC Grants Officer for certain proposed programmatic change requests, unless otherwise provided by the terms and conditions of a DOC award. Requests for prior approval for changes to program plans must be submitted to the Federal Program Officer (or electronically for awards administered through Grants Online). Requests requiring prior DOC approval are not effective unless and until approved in writing by the DOC Grants Officer.

.03 Other Federal Awards with Similar Programmatic Activities

The recipient must immediately provide written notification to the DOC Program Officer and the DOC Grants Officer if, subsequent to receipt of the DOC award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the DOC award. DOC will not pay for costs that are funded by other sources.

.04 Prohibition against Assignment by a Non-Federal Entity

A non-Federal entity must not transfer, pledge, mortgage, assign, encumber or hypothecate a DOC financial assistance award or subaward, or any rights to, interests therein or claims arising thereunder, to any party or parties, including but not limited to banks, trust companies, other financing or financial institutions, or any other public or private organizations or individuals without the express prior written approval of the DOC Grants Officer or the pass-through entity (which, in turn, may need to obtain prior approval from the DOC Grants Officer).

.05 Disclaimer Provisions

a. The United States expressly disclaims all responsibility or liability to the non-Federal entity or third persons (including but not limited to contractors) for the actions of the non-Federal entity or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any subaward, contract, or subcontract under this award.

b. The acceptance of this award or any subaward by the non-Federal entity does not in any way constitute an agency relationship between the United States and the non-Federal entity or the non-Federal entity's contractors or subcontractors.

.06 Unsatisfactory Performance or Non-Compliance with Award Provisions

a. Failure to perform the work in accordance with the terms of the award and maintain satisfactory performance as determined by DOC may result in the imposition of additional award conditions pursuant to 2 C.F.R. § 200.207 (Specific conditions) or other appropriate enforcement action as specified in 2 C.F.R. § 200.338 (Remedies for noncompliance).

b. Failure to comply with the provisions of an award will be considered grounds for appropriate enforcement action pursuant to 2 C.F.R. § 200.338 (Remedies for noncompliance), including but not limited to: the imposition of additional award conditions in accordance with 2 C.F.R. § 200.207 (Specific conditions); temporarily withholding award payments pending the correction of the deficiency; changing the payment method to reimbursement only; the disallowance of award costs and the establishment of an accounts receivable; wholly or partially suspending or terminating an award; initiating suspension or debarment proceedings in accordance with 2 C.F.R. Parts 180 and 1326; and such other remedies as may be legally available.

c. 2 C.F.R. §§ 200.339 (Termination) through 200.342 (Effects of suspension and termination) apply to an award that is terminated prior to the end of the period of performance due to the non-federal entity's material failure to comply with the award terms and conditions. In addition, the failure to comply with the provisions of a DOC award may adversely impact the availability of funding under other active DOC or Federal awards and may also have a negative impact on a non-Federal entity's eligibility for future DOC or Federal awards.

B. FINANCIAL REQUIREMENTS

.01 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a) (Financial Management), each State must expend and account for the Federal award in accordance with State laws and procedures for expending and accounting for the State's own funds. In addition, the State's and any other non-Federal entity's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with Federal statutes, regulations, and the terms and conditions applicable to the Federal award. *See also* 2 C.F.R. § 200.450 (Lobbying) for additional management requirements to verify that Federal funds are not used for unallowable lobbying costs.

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b). *See also* 2 C.F.R. §§ 200.333 (Retention requirements for records); 200.334 (Requests for transfer of records); 200.335 (Methods for collection, transmission and storage of information); 200.336 (Access to records); and 200.337 (Restrictions on public access to records).

.02 Award Payments

a. Consistent with 2 C.F.R. § 200.305(a) (Payment), for States, payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 (Rules and Procedures for Efficient Federal-State Funds Transfers) and Treasury Financial Manual Volume I, 4A-2000 (Overall Disbursing Rules for All Federal Agencies).

b. Consistent with 2 C.F.R. § 200.305(b), for non-Federal entities other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.

1. The Grants Officer determines the appropriate method of payment and, unless otherwise stated in a specific award condition, the advance method of payment must be authorized. Advances must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. Unless otherwise provided by the terms and conditions of a DOC award, non-Federal entities must time advance payment requests so that Federal funds are on hand for a maximum of 30 calendar days before being disbursed by the non-Federal entity for allowable award costs.

2. If a non-Federal entity demonstrates an unwillingness or inability to establish procedures that will minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity or if a non-Federal entity otherwise fails to continue to qualify for the advance method of payment, the Grants Officer or the pass-through entity may change the

method of payment to reimbursement only.

c. Unless otherwise provided for in the award terms, payments from DOC to recipients under this award will be made using the Department of Treasury's Automated Standard Application for Payment (ASAP) system. Under the ASAP system, payments are made through preauthorized electronic funds transfers directly to the recipient's bank account, in accordance with the requirements of the Debt Collection Improvement Act of 1996. To receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which allows them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts. The following information will be required to make withdrawals under ASAP:

1. ASAP account number – the Federal award identification number found on the cover sheet of the award;
2. Agency Location Code (ALC); and
3. Region Code.

d. Recipients enrolled in the ASAP system do not need to submit a Form SF-270 (Request for Advance or Reimbursement), for payments relating to their award. Awards paid under the ASAP system will contain a specific award condition, clause, or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system.

e. When the Form SF-270 (Request for Advance or Reimbursement) or successor form is used to request payment, the recipient must submit the request no more frequently than monthly, and advances must be approved for periods to cover only expenses reasonably anticipated over the next 30 calendar days. Prior to receiving payments via the Form SF-270, the recipient must complete and submit to the Grants Officer, the Form SF-3881 (ACH Vendor Miscellaneous Payment Enrollment Form) or successor form along with the initial Form SF-270. Form SF-3881 enrollment must be completed before the first award payment can be made via a Form SF-270 request.

f. The Federal award identification number must be included on all payment-related correspondence, information, and forms.

g. Non-Federal entities receiving advance award payments must adhere to the depository requirements set forth in 2 C.F.R. §§ 200.305(b)(7) through (b)(9). Interest amounts up to \$500 per non-Federal entity's fiscal year may be retained by the non-Federal entity for administrative expenses.

.03 Federal and Non-Federal Sharing

a. Awards that include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs. If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares must be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs exceed the total

approved budget, the Federal share must not exceed the total Federal dollar amount authorized by the award.

b. The non-Federal share, whether in cash or third party in-kind contributions, is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or third party in-kind contributions. In any case, the recipient must meet its cost share commitment as set forth in the terms and conditions of the award; failure to do so may result in the assignment of specific award conditions or other further action as specified in Standard Term A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions). The non-Federal entity must create and maintain sufficient records justifying all non-Federal sharing requirements to facilitate questions and audits; see Section D of these Standard Terms (Audits), for audit requirements. *See* 2 C.F.R. § 200.306 for additional requirements regarding cost sharing.

.04 Budget Changes and Transfer of Funds among Categories

a. Recipients are required to report deviations from the approved project budget and request prior written approval from DOC in accordance with 2 C.F.R. § 200.308 (Revision of budget and program plans) and 2 C.F.R. § 200.407 (Prior written approval (prior approval)). Requests for such budget changes must be submitted to the Grants Officer (or electronically for awards serviced through Grants Online) who will notify the recipient of the final determination in writing. Requests requiring prior DOC approval do not become effective unless and until approved in writing by the DOC Grants Officer.

b. In accordance with 2 C.F.R. § 200.308(e), transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is \$250,000 or less. For awards in which the Federal share of the project exceeds \$250,000, transfers of funds among direct cost categories must be approved in writing by the Grants Officer when the cumulative amount of such direct costs transfers exceeds 10 percent of the total budget as last approved by the Grants Officer. The 10 percent threshold applies to the total Federal and non-Federal funds authorized by the Grants Officer at the time of the transfer request. This is the accumulated amount of Federal funding obligated to date by the Grants Officer along with any non-Federal share. The same requirements apply to the cumulative amount of transfer of funds among programs, functions, and activities. This transfer authority does not authorize the recipient to create new budget categories within an approved budget without Grants Officer approval. Any transfer that causes any Federal appropriation, or part thereof, to be used for an unauthorized purpose is not and will not be permitted. In addition, this provision does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget. *See* 2 C.F.R. § 200.308 (Revision of budget and program plans) (as applicable) for specific requirements concerning budget revisions and transfer of funds between budget categories.

.05 Program Income

Unless otherwise indicated in the award terms, program income may be used for any required cost sharing or added to the project budget, consistent with 2 C.F.R. § 200.307 (Program income).

.06 Indirect or Facilities and Administrative Costs

a. Indirect costs (or facilities and administration costs (F&A)) for major institutions of higher education and major nonprofit organizations can generally be defined as 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. Indirect (F&A) costs will not be allowable charges against an award unless permitted under the award and specifically included as a line item in the award's approved budget.

b. Unrecovered indirect costs, including unrecovered indirect costs on cost sharing or matching, may be included as part of cost sharing or matching as allowed under 2 C.F.R. § 200.306(c) (Cost sharing or matching) or the terms and conditions of a DOC award.

c. Cognizant Agency for Indirect (F&A) Costs. OMB established the cognizant agency concept, under which a single agency represents all others in dealing with non-Federal entities in common areas. The cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. In accordance with Appendices III – VII to 2 C.F.R. Part 200 the cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. With respect to for-profit organizations, the term cognizant Federal agency generally is defined as the agency that provides the largest dollar amount of negotiated contracts, including options. *See* 48 C.F.R. § 42.003. If the only Federal funds received by a commercial organization are DOC award funds, then DOC becomes the cognizant Federal agency for indirect cost negotiations.

1. General Review Procedures Where DOC is the Cognizant Agency.

i. Within 90 calendar days of the award start date the recipient must submit to the Grants Officer any documentation (indirect cost proposal, cost allocation plan, etc.) necessary to allow DOC to perform the indirect cost rate proposal review. Below are two sources available for guidance on how to put an indirect cost plan together:

- (A) Department of Labor: <https://www.dol.gov/oasam/boc/dcd/np-comm-guide.htm>
or
- (B) Department of the Interior: <https://www.doi.gov/ibc/services/finance/indirect-Cost-Services/>.

ii. The recipient may use the rate proposed in the indirect cost plan as a provisional rate until the DOC provides a response to the submitted plan.

iii. The recipient is required to annually submit indirect cost proposals – no later than six months after the recipient's fiscal year end, except as otherwise provided by 2 C.F.R. § 200.414(g).

2. When DOC is not the oversight or cognizant Federal agency, the recipient must provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate

agreement within 30 calendar days of receipt of a negotiated rate agreement or submission of a negotiated rate proposal.

3. If the recipient is proposing indirect costs as part of a project budget, but is not required to have a negotiated rate agreement pursuant to 2 C.F.R. Part 200, Appendix VII, Paragraph D.1.b (*i.e.*, a governmental department or agency that receives \$35 million or less in direct Federal funding), the recipient may be required to provide the Grants Officer with a copy of its Certificate of Indirect Costs as referenced in 2 C.F.R. Part 200, Appendix VII, Paragraph D.3. or such other documentation, acceptable in form and substance to the Grants Officer, sufficient to confirm that proposed indirect costs are calculated and supported by documentation in accordance with 2 C.F.R. Part 200, Appendix VII. In cases where the DOC is the recipient's cognizant Federal agency, the DOC reserves the right, pursuant to 2 C.F.R. Part 200, Appendix VII, Paragraph D.1.b, to require the recipient to submit its indirect cost rate proposal for review by DOC.

d. If the recipient fails to submit required documentation to DOC within 90 calendar days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the DOC, oversight, or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the recipient's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

e. The maximum dollar amount of allocable indirect costs for which DOC will reimburse the recipient is the lesser of:

1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or
2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by the cognizant agency for indirect costs and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the award end date.

f. In accordance with 2 CFR § 200.414(c)(3), DOC set forth policies, procedures, and general decision-making criteria for deviations from negotiated indirect cost rates. These policies and procedures are applicable to all Federal financial assistance programs awarded and administered by DOC bureaus as Federal awarding agencies and may be found at http://www.osec.doc.gov/oam/grants_management/policy/documents/FAM%202015-02.pdf.

g. In accordance with 2 CFR § 200.414(g), any non-Federal entity that has a negotiated indirect cost rate may apply to the entity's cognizant agency for indirect costs for a one-time extension of a currently negotiated indirect cost rate for a period of up to four years, reducing the frequency of rate calculations and negotiations between an institution and its cognizant agency.

h. In accordance with 2 CFR § 200.414(f), any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Paragraph D.1.b

of Appendix VII to 2 CFR Part 200, may elect to charge a de minimis rate of 10 percent of modified total direct costs.

.07 Incurring Costs or Obligating Federal Funds Before and After the Period of Performance

a. In accordance with 2 C.F.R. § 200.309 (Period of performance) and the terms and conditions of a DOC award, a non-Federal entity may charge to the Federal award only allowable costs incurred during the period of performance, which is established in the award document. As defined at 2 C.F.R. § 200.77, the “period of performance” is “the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award.” The period of performance may sometimes be referred to as the project period or award period. This Standard Term is subject to exceptions for allowable costs pertaining to: (i) pre-award costs (*see* 2 C.F.R. § 200.458); (ii) publication and printing costs (*see* 2 C.F.R. § 200.461); and administrative costs incurred relating to the close-out of an award (*see* 2 C.F.R. § 200.343).

b. Reasonable, necessary, allowable and allocable administrative award closeout costs are authorized for a period of up to 90 calendar days following the end of the period of performance. For this purpose, award closeout costs are those strictly associated with close-out activities and are typically limited to the preparation of final progress, financial, and required project audit reports, unless otherwise approved in writing by the Grants Officer. A non-Federal entity may request an extension of the 90-day closeout period, as provided in 2 C.F.R. § 200.343 (Closeout).

c. Unless authorized by a specific award condition, any extension of the period of performance may only be authorized by the Grants Officer in writing. This is not a delegable authority. Verbal or written assurances of funding from anyone other than the Grants Officer does not constitute authority to obligate funds for programmatic activities beyond the end of the period of performance.

d. The DOC has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the period of performance is at the sole discretion of DOC.

.08 Tax Refunds

The non-Federal entity shall contact the Grants Officer immediately upon receipt of the refund of any taxes, including but not limited to Federal Insurance Contributions Act (FICA) taxes, Federal Unemployment Tax Act (FUTA) taxes, or Value Added Taxes (VAT) that were allowed as charges to a DOC award, regardless of whether such refunds are received by the non-Federal entity during or after the period of performance. The Grants Officer will provide written disposition instructions to the non-Federal entity, which may include the refunded taxes being credited to the award as either a cost reduction or a cash refund, or may allow the non-Federal entity to use such refunds for approved activities and costs under a DOC award. *See* 2 C.F.R. § 200.470 (Taxes (including Value Added Tax)).

.09 Internal Controls

Each recipient must comply with standards for internal controls described at 2 C.F.R. § 200.303 (Internal controls). The “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States referenced in § 200.303 are available online at <http://www.gao.gov/assets/80/76455.pdf> and the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) is available online at <http://www.coso.org/documents/Internal%20Control-Integrated%20Framework.pdf>.

C. PROPERTY STANDARDS

.01 Standards

Each non-Federal entity must comply with the Property Standards set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship).

.02 Real and Personal Property

a. In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and other personal property acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property’s estimated useful life, as determined by the Grants Officer in consultation with the Program Office, during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the non-Federal entity must comply with all use and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship), as applicable, and in the terms and conditions of the Federal award.

b. The Grants Officer may require a non-Federal entity to execute and to record (as applicable) a statement of interest, financing statement (form UCC-1), lien, mortgage or other public notice of record to indicate that real or personal property acquired or improved in whole or in part with Federal funds is subject to the Federal Interest, and that certain use and disposition requirements apply to the property. The statement of interest, financing statement (form UCC-1), lien, mortgage or other public notice must be acceptable in form and substance to the DOC and must be placed of record in accordance with applicable State and local law, with continuances re-filed as appropriate. In such cases, the Grants Officer may further require the non-Federal entity to provide the DOC with a written statement from a licensed attorney in the jurisdiction where the property is located certifying that the Federal Interest has been protected, as required under the award and in accordance with applicable State and local law. The attorney’s statement, along with a copy of the instrument reflecting the recordation of the Federal Interest, must be returned to the Grants Officer. Without releasing or excusing the non-Federal entity from these obligations, the non-Federal entity, by execution of the financial assistance award or by expending Federal financial assistance funds (in the case of a subrecipient),

authorizes the Grants Officer and/or program office to file such notices and continuations as it determines to be necessary or convenient to disclose and protect the Federal Interest in the property. The Grants Officer may elect not to release any or a portion of the Federal award funds until the non-Federal entity has complied with this provision and any other applicable award terms or conditions, unless other arrangements satisfactory to the Grants Officer are made.

.03 Intellectual Property Rights

a. **General.** The rights to any work or other intangible property, produced or acquired under a Federal award are determined by 2 C.F.R. § 200.315 (Intangible property). The non-Federal entity owns any work produced or purchased under a Federal award subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work or authorize others to receive, reproduce, publish, or otherwise use the work for Government purposes.

b. **Inventions.** Unless otherwise provided by law, the rights to any invention made by a non-Federal entity under a DOC financial assistance award are determined by the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and as codified in 35 U.S.C. § 200 *et seq.*, and modified by E.O. 12591 (52 FR 13414), as amended by E.O. 12618 (52 FR 48661). 35 U.S.C. § 201(h) defines "small business firm" as "a small business concern as defined at section 2 of Public Law 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration." Section 1(b)(4) of E.O. 12591 extended the Bayh-Dole Act to non-Federal entities "regardless of size" to the extent permitted by law. The specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from Federal awards are described in more detail in 37 C.F.R. Part 401, which implements 35 U.S.C. 202 through 204 and includes standard patent rights clauses in 37 C.F.R. § 401.14, which is hereby incorporated by reference into this award.

The Bayh-Dole regulations set forth in 37 C.F.R. part 401 and 404 were amended by 83 FR 15954, with an effective date of May 14, 2018 (Amended Bayh-Dole Regulations). The Amended Bayh-Dole Regulations apply to all new financial assistance awards issued on or after May 14, 2018. The Amended Bayh-Dole Regulations do not apply to financial assistance awards issued prior to May 14, 2018, including amendments made to such awards, unless an award amendment includes a specific condition incorporating the Amended Bayh-Dole Regulations into the terms and conditions of the subject award.

1. **Ownership.** A non-Federal entity may have rights to inventions in accordance with 37 C.F.R. Part 401. These requirements are technical in nature and non-Federal entities are encouraged to consult with their Intellectual Property counsel to ensure the proper interpretation of and adherence to the ownership rules. Unresolved questions pertaining to a non-Federal entities' ownership rights may further be addressed to the Grants Officer.
2. **Responsibilities - iEdison.** The non-Federal entity must comply with all the requirements of the standard patent rights clause and 37 C.F.R. Part 401, including the standard patent rights clause in 37 C.F.R. § 401.14. Non-Federal entities are required to submit their disclosures, elections, and requests for waiver from any requirement for substantial U.S. manufacture, electronically using the Interagency Edison extramural invention reporting

system (iEdison) at www.iedison.gov. Non-Federal entities may obtain a waiver of this electronic submission requirement by providing the Grants Officer with compelling reasons for allowing the submission of paper reports.

c. Patent Notification Procedures. Pursuant to E.O. 12889 (58 FR 69681), the DOC is required to notify the owner of any valid patent covering technology whenever the DOC or a non-Federal entity, without making a patent search, knows (or has demonstrable reasonable grounds to know) that technology covered by a valid United States patent has been or will be used without a license from the owner. To ensure proper notification, if the non-Federal entity uses or has used patented technology under this award without a license or permission from the owner, the non-Federal entity must notify the Grants Officer.

This notice does not constitute authorization or consent by the Government to any copyright or patent infringement occurring under the award.

d. A non-Federal entity may copyright any work produced under a Federal award, subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work, or authorize others to do so for Government purposes. Works jointly authored by DOC and non-Federal entity employees may be copyrighted, but only the part of such works authored by the non-Federal entity is protectable in the United States because, under 17 U.S.C. § 105, copyright protection is not available within the United States for any work of the United States Government. On occasion and as permitted under 17 U.S.C. § 105, DOC may require the non-Federal entity to transfer to DOC a copyright in a particular work for Government purposes or when DOC is undertaking primary dissemination of the work.

e. Freedom of Information Act (FOIA). In response to a FOIA request for research data relating to published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the DOC will request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA.

D. AUDITS

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, §§ 1 *et seq.*, an audit of the award may be conducted at any time. The Inspector General of the DOC, or any of his or her duly authorized representatives, must have the right to access any pertinent books, documents, papers, and records of the non-Federal entity, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law. This right also includes timely and reasonable access to the non-Federal entity's personnel for interview and discussion related to such documents. *See* 2 C.F.R. § 200.336 (Access to records). When the DOC Office of Inspector General (OIG) requires a program audit on a DOC award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with DOC, or any other Federal, State, or local audit entity.

.01 Organization-Wide, Program-Specific, and Project Audits

a. A recipient must, within 90 days of the end of its fiscal year, notify the Grants Officer of the amount of Federal awards, including all DOC and non-DOC awards, that the recipient expended during its fiscal year.

b. Recipients that are subject to the provisions of Subpart F of 2 C.F.R. Part 200 and that expend \$750,000 or more in a year in Federal awards during their fiscal year must have an audit conducted for that year in accordance with the requirements contained in Subpart F of 2 C.F.R. Part 200. Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted electronically to the Federal Audit Clearinghouse (FAC) through the FAC's Internet Data Entry System (IDES) (<https://harvester.census.gov/facides/>). In accordance with 2 C.F.R. § 200.425, the recipient may include a line item in the budget for the allowable costs associated with the audit, which is subject to the approval of the Grants Officer.

c. Unless otherwise specified in the terms and conditions of the award, entities that are not subject to Subpart F of 2 C.F.R. Part 200 (e.g., for-profit entities, foreign public entities and foreign organizations) and that expend \$750,000 or more in DOC funds during their fiscal year (including both as a recipient and a subrecipient) must submit to the Grants Officer either: (i) a financial related audit of each DOC award or subaward in accordance with Generally Accepted Government Auditing Standards (GAGAS); or (ii) a project specific audit for each award or subaward in accordance with the requirements contained in 2 C.F.R. § 200.507. Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted to the Grants Officer. In accordance with 2 C.F.R. § 200.425, the recipient may include a line item in the budget for the allowable costs associated with the audit, which is subject to the approval of the Grants Officer. Entities that are not subject to Subpart F of 2 C.F.R. Part 200 and that expend less than \$750,000 in DOC funds in a given fiscal year are not required to submit an audit(s) for that year, but must make their award-related records available to DOC or other designated officials for review and audit.

d. Recipients are responsible for compliance with the above audit requirements and for informing the Grants Officer of the status of their audit, including when the relevant audit has been completed and submitted in accordance with the requirements of this section. Failure to provide audit reports within the timeframes specified above may result in appropriate enforcement action, up to and including termination of the award, and may jeopardize eligibility for receiving future DOC awards.

e. In accordance with 2 C.F.R. § 200.331(d)(3), pass-through entities are responsible for issuing a management decision for any audit findings pertaining to the Federal award provided by the pass-through entity to a subrecipient.

.02 Audit Resolution Process

a. An audit of the award may result in the disallowance of costs incurred by the recipient and the establishment of a debt (account receivable) due to DOC. For this reason, the recipient should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.

b. A recipient whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:

1. The recipient has 30 calendar days from the date of the transmittal of the draft audit report to submit written comments and documentary evidence.

2. The recipient has 30 calendar days from the date of the transmittal of the final audit report to submit written comments and documentary evidence.

3. The DOC will review the documentary evidence submitted by the recipient and will notify the recipient of the results in an *Audit Resolution Determination Letter*. The recipient has 30 calendar days from the date of receipt of the *Audit Resolution Determination Letter* to submit a written appeal, unless this deadline is extended in writing by the DOC. The appeal is the last opportunity for the recipient to submit written comments and documentary evidence to the DOC to dispute the validity of the audit resolution determination.

4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of applicable interest, penalties and administrative fees on the debt in accordance with 15 C.F.R. Part 19. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively.

5. The DOC will review the recipient's appeal and notify the recipient of the results in an *Appeal Determination Letter*. After the opportunity to appeal has expired or after the appeal determination has been rendered, DOC will not accept any further documentary evidence from the recipient. No other administrative appeals are available in DOC.

E. DEBTS

.01 Payment of Debts Owed to the Federal Government

a. The non-Federal entity must promptly pay any debts determined to be owed to the Federal Government. Any funds paid to a non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal government. In accordance with 2 C.F.R. § 200.345 (Collection of amounts due), if not paid within 90 calendar days after demand, DOC may reduce a debt owed to the Federal Government by:

1. Making an administrative offset against other requests for reimbursement;

2. Withholding advance payments otherwise due to the non-Federal entity; or
3. Taking any other action permitted by Federal statute.

The foregoing does not waive any claim on a debt that DOC may have against another entity, and all rights and remedies to pursue other parties are preserved.

b. DOC debt collection procedures are set out in 15 C.F.R. Part 19. In accordance with 2 C.F.R. § 200.345 (Collection of amounts due) and 31 U.S.C. § 3717, failure to pay a debt owed to the Federal Government must result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Commerce entities will transfer any Commerce debt that is delinquent for more than 120 calendar days to the U.S. Department of the Treasury's Financial Management Service for debt collection services, a process known as cross-servicing, pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12, and 15 C.F.R. § 19.9. DOC may also take further action as specified in DOC ST&C A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions). Funds for payment of a debt must not come from other Federally-sponsored programs, and the DOC may conduct on-site visits, audits, and other reviews to verify that other Federal funds have not been used to pay a debt.

.02 Late Payment Charges

a. Interest will be assessed on the delinquent debt in accordance with section 11 of the Debt Collection Act of 1982, as amended (31 U.S.C. § 3717(a)). The minimum annual interest rate to be assessed is the U.S. Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm and also published by the Department of the Treasury in the *Federal Register* (<http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR>) and in the *Treasury Financial Manual Bulletin*. The assessed rate must remain fixed for the duration of the indebtedness.

b. Penalties will accrue at a rate of not more than six percent per year or such other higher rate as authorized by law.

c. Administrative charges, i.e., the costs of processing and handling a delinquent debt, will be determined by the Commerce entity collecting the debt, as directed by the Office of the Chief Financial Officer and Assistant Secretary for Administration.

.03 Barring Delinquent Federal Debtors from Obtaining Federal Loans or Loan Insurance Guarantees

Pursuant to 31 U.S.C. § 3720B and 31 C.F.R. § 901.6, unless waived by DOC, the DOC is not permitted to extend financial assistance in the form of a loan, loan guarantee, or loan insurance to any person delinquent on a nontax debt owed to a Federal agency. This prohibition does not apply to disaster loans.

.04 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived by the DOC, a debtor who has a judgment lien against the debtor's property for a debt to the United States is not eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

F. CONFLICT OF INTEREST, CODE OF CONDUCT AND OTHER REQUIREMENTS PERTAINING TO DOC FINANCIAL ASSISTANCE AWARDS, INCLUDING SUBAWARDS AND PROCUREMENTS ACTIONS

.01 Conflict of Interest and Code of Conduct

a. DOC Conflict of Interest Policy. In accordance with 2 C.F.R. § 200.112 (Conflict of interest), the non-Federal entity must disclose in writing any potential conflict of interest to the DOC or pass-through entity. In addition, a non-Federal entity will establish and maintain written standards of conduct that include safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of an award. It is the DOC's policy to maintain the highest standards of conduct and to prevent real or apparent conflicts of interest in connection with DOC financial assistance awards.

b. A conflict of interest generally exists when an interested party participates in a matter that has a direct and predictable effect on the interested party's personal or financial interests. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. A conflict also may exist where there is an appearance that an interested party's objectivity in performing his or her responsibilities under the project is impaired. For example, an appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, an interested party is unable to render impartial assistance, services or advice to the recipient, a participant in the project or to the Federal Government. Additionally, a conflict of interest may result from non-financial gain to an interested party, such as benefit to reputation or prestige in a professional field. For purposes of the DOC Conflict of Interest Policy, an interested party includes, but is not necessarily limited to, any officer, employee or member of the board of directors or other governing board of a non-Federal entity, including any other parties that advise, approve, recommend, or otherwise participate in the business decisions of the recipient, such as agents, advisors, consultants, attorneys, accountants or shareholders. This also includes immediate family and other persons directly connected to the interested party by law or through a business arrangement.

c. Procurement-related conflict of interest. In accordance with 2 C.F.R. § 200.318 (General procurement standards), non-Federal entities must maintain written standards of conduct

covering conflicts of interest and governing the performance of their employees engaged in the selection, award and administration of contracts. *See* paragraph F.04 of these Standard Terms (Requirements for Procurements).

.02 Nonprocurement Debarment and Suspension

Non-Federal entities must comply with the provisions of 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which set forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

.03 Requirements for Subawards

The recipient or pass-through entity must require all subrecipients, including lower tier subrecipients, to comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth herein. *See* 2 C.F.R. § 200.101(b)(1) (Applicability), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§ 200.330-332 (Subrecipient monitoring and management).

.04 Requirements for Procurements

a. States. Pursuant to 2 C.F.R. § 200.317 (Procurements by states), when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State must comply with 2 C.F.R. § 200.322 (Procurement of recovered materials), and ensure that every purchase order or other contract includes any clauses required by 2 C.F.R. § 200.326 (Contract provisions).

b. Other Non-Federal Entities. All other non-Federal entities, including subrecipients of a State, must follow the requirements of 2 C.F.R. §§ 200.318 (General procurement standards) through 200.326 (Contract provisions) which includes the requirement that non-Federal entities maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

.05 Whistleblower Protections

This award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information), which generally provide that an employee or contractor (including subcontractors and personal services contractors) of a non-Federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a

Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

- a. A Member of Congress or a representative of a committee of Congress.
- b. An Inspector General.
- c. The Government Accountability Office.
- d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court or grand jury.
- g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities and contractors under Federal awards and subawards must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

.06 Small Businesses, Minority Business Enterprises and Women's Business Enterprises

In accordance with 2 C.F.R. § 200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms), the recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus areas firms are used when possible. DOC encourages non-Federal entities to use small businesses, minority business enterprises and women's business enterprises in contracts under financial assistance awards. The Minority Business Development Agency within the DOC will assist non-Federal entities in matching qualified minority business enterprises with contract opportunities. For further information visit MBDA's website at <http://www.mbda.gov>. If you do not have access to the Internet, you may contact MBDA via telephone or mail:

U.S. Department of Commerce
Minority Business Development Agency
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230
(202) 482-0101

G. NATIONAL POLICY REQUIREMENTS

.01 United States Laws and Regulations

This award is subject to the laws and regulations of the United States. The recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

.02 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. The recipient agrees to comply with the non-discrimination requirements below:

a. Statutory Provisions

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
3. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

For purposes of complying with the accessibility standards set forth in 15 C.F.R. § 8b.18(c), non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards), which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects;

5. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance; and
6. Any other applicable non-discrimination law(s).

b. Other Provisions

1. Parts II and III of E.O. 11246 (Equal Employment Opportunity, 30 FR 12319),⁴ which requires Federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of E.O. 11246 and Department of Labor regulations implementing E.O. 11246 (41 C.F.R. § 60-1.4(b)).
2. E.O. 13166 (65 FR 50121, Improving Access to Services for Persons with Limited English Proficiency), requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them. The DOC issued policy guidance on March 24, 2003 (68 FR 14180) to articulate the Title VI prohibition against national origin discrimination affecting LEP persons and to help ensure that non-Federal entities provide meaningful access to their LEP applicants and beneficiaries.

c. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*, provides that it is an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination based on religion, "a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities."

.03 LOBBYING RESTRICTIONS

a. Statutory Provisions

Non-Federal entities must comply with 2 C.F.R. § 200.450 (Lobbying), which incorporates the provisions of 31 U.S.C. § 1352; and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with the DOC regulations published at 15 C.F.R. Part 28, which implement the New Restrictions on Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award and require the disclosure of the use of non-Federal funds for lobbying. Lobbying includes attempting to improperly influence, meaning any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter, either directly or indirectly. Costs incurred to improperly influence are unallowable. *See* 2 C.F.R. § 200.450(b) and (c).

⁴ As amended by E.O. 11375(32 FR 14303), E.O. 11478 (34 FR 12985), E.O. 12086 (43 FR 46501), E.O. 12107 (44 FR 1055), E.O. 13279 (F67 FR 77141), E.O. 13665 (79 FR 20749), and E.O. 13672 (79 FR 42971).

b. Disclosure of Lobbying Activities

Any recipient that receives more than \$100,000 in Federal funding and conducts lobbying with non-federal funds relating to a covered Federal action must submit a completed Form SF-LLL (Disclosure of Lobbying Activities). The Form SF-LLL must be submitted within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The recipient must submit any required Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer.

.04 Environmental Requirements

Environmental impacts must be considered by Federal decision makers in their decisions whether or not to approve: (1) a proposal for Federal assistance; (2) the proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Each non-Federal entity must comply with all environmental standards, to include those prescribed under the following statutes and E.O.s, and must identify to the awarding agency any impact the award may have on the environment. In some cases, award funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit additional environmental compliance information sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

a. The National Environmental Policy Act (42 U.S.C. §§ 4321 *et seq.*)

The National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) implementing regulations (40 C.F.R. Parts 1500 through 1508) require that an environmental analysis be completed for all major Federal actions to determine whether they have significant impacts on the environment. NEPA applies to the actions of Federal agencies and may include a Federal agency's decision to fund non-Federal projects under grants and cooperative agreements when the award activities remain subject to Federal authority and control. Non-Federal entities are required to identify to the awarding agency any direct, indirect or cumulative impact an award will have on the quality of the human environment, and assist the agency in complying with NEPA. Non-Federal entities may also be requested to assist DOC in drafting an environmental assessment or environmental impact statement if DOC determines such documentation is required, but DOC remains responsible for the sufficiency and approval of the final documentation. Until the appropriate NEPA documentation is complete and in the event that any additional information is required during the period of performance to assess project environmental impacts, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit the appropriate environmental information and NEPA documentation sufficient to enable DOC to make an assessment on any impacts that a project may have on the environment.

b. The National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*)

Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. § 470f) and the Advisory Council on Historic Preservation (ACHP) implementing regulations (36 C.F.R. Part 800) require that Federal agencies take into account the effects of their undertakings on historic properties and, when appropriate, provide the ACHP with a reasonable opportunity to comment. Historic properties include but are not necessarily limited to districts, buildings, structures, sites and objects. In this connection, archeological resources and sites that may be of traditional religious and cultural importance to Federally-recognized Indian Tribes, Alaskan Native Villages and Native Hawaiian Organizations may be considered historic properties. Non-Federal entities are required to identify to the awarding agency any effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Non-Federal entities may also be requested to assist DOC in consulting with State or Tribal Historic Preservation Officers, ACHPs or other applicable interested parties necessary to identify, assess, and resolve adverse effects to historic properties. Until such time as the appropriate NHPA consultations and documentation are complete and in the event that any additional information is required during the period of performance in order to assess project impacts on historic properties, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit any information sufficient to enable DOC to make the requisite assessment under the NHPA.

Additionally, non-Federal entities are required to assist the DOC in assuring compliance with the Archeological and Historic Preservation Act of 1974 (54 U.S.C. § 312502 *et seq.*, formerly 16 U.S.C. § 469a-1 *et seq.*); Executive Order 11593 (Protection and Enhancement of the Cultural Environment, May 13, 1971); Executive Order 13006 (Locating Federal Facilities on Historic Properties in Our Nation's Central Cities, May 21, 1996); and Executive Order 13007 (Indian Sacred Sites, May 24, 1996).

c. Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands)

Non-Federal entities must identify proposed actions in Federally defined floodplains and wetlands to enable DOC to decide whether there is an alternative to minimize any potential harm.

d. Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")

Non-Federal entities must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and E.O. 11738 (38 FR 25161), and must not use a facility on the Excluded Parties List (EPL) (located on the System for Award Management (SAM) website, SAM.gov) in performing any award that is nonexempt under 2 C.F.R. § 1532, and must notify the Program Officer in writing if it intends to use a

facility that is on the EPL or knows that the facility has been recommended to be placed on the EPL.

e. The Flood Disaster Protection Act (42 U.S.C. §§ 4002 *et seq.*)

Flood insurance, when available, is required for Federally assisted construction or acquisition in flood-prone areas. Per 2 C.F.R. § 200.447(a), the cost of required flood insurance is an allowable expense, if it is reflected in the approved project budget.

f. The Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*)

Non-Federal entities must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the reviews required under the Endangered Species Act, as applicable.

g. The Coastal Zone Management Act (16 U.S.C. §§ 1451 *et seq.*)

Funded projects must be consistent with a coastal State's approved management program for the coastal zone.

h. The Coastal Barriers Resources Act (16 U.S.C. §§ 3501 *et seq.*)

Only in certain circumstances can Federal funding be provided for actions within a Coastal Barrier System.

i. The Wild and Scenic Rivers Act (16 U.S.C. §§ 1271 *et seq.*)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

j. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f *et seq.*)

This Act precludes Federal assistance for any project that the EPA determines may contaminate a sole source aquifer so as to threaten public health.

k. The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*)

This Act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and provides that non-Federal entities give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

l. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, commonly known as Superfund) (42 U.S.C. §§ 9601 *et seq.*) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note *et seq.*)

These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community

involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

m. Executive Order 12898 (“Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations”)

Federal agencies are required to identify and address the disproportionately high and adverse human health or environmental effects of Federal programs, policies, and activities on low income and minority populations.

n. The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)

Non-Federal entities must identify to DOC any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with the National Marine Fisheries Service (NMFS) regarding the potential effects of their actions, and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency procedures previously established under NEPA, the ESA, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

o. Clean Water Act (CWA) Section 404 (33 U.S.C. § 1344)

CWA Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

p. Rivers and Harbors Act (33 U.S.C. § 407)

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

q. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order 13186 (Responsibilities of Federal Agencies to Protect Migratory Birds, January 10, 2001)

Many prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote

conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

r. Executive Order 13112 (Invasive Species, February 3, 1999)

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

s. Fish and Wildlife Coordination Act (16 U.S.C. § 661 *et seq.*)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the U.S. Fish and Wildlife Service and fish and wildlife agencies of states must be consulted whenever waters of any stream or other body of water are “proposed or authorized, permitted or licensed to be impounded, diverted... or otherwise controlled or modified” by any agency under a Federal permit or license.

.05 OTHER NATIONAL POLICY REQUIREMENTS

a. Buy-American Preferences

Strengthening Buy-American Preferences for Infrastructure Projects. Recipients of covered programs (as defined in Executive Order 13858, 31 January 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or sub-award that is chargeable under this Award.

b. Criminal and Prohibited Activities

1. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money (including money representing grants, loans, or other benefits).
2. The False Claims Amendments Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious, or fraudulent statement, representation, or claim against the United

States must be subject to imprisonment of not more than five years and must be subject to a fine in the amount provided by 18 U.S.C. § 287.

3. The Civil False Claims Act (31 U.S.C. §§ 3729 - 3733), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.

4. The Copeland Anti-Kickback Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland Anti-Kickback Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and implementing regulations issued at 15 C.F.R. Part 11, which provides for fair and equitable treatment of displaced persons or of persons whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

6. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limits the political activities of employees or officers of state or local governments whose principal employment activities are funded in whole or in part with Federal funds.

7. To ensure compliance with Federal law pertaining to financial assistance awards, an authorized representative of a non-Federal entity may be required to periodically provide certain certifications to the DOC regarding Federal felony and Federal criminal tax convictions, unpaid federal tax assessments, delinquent Federal tax returns and such other certifications that may be required by Federal law.

c. Drug-Free Workplace

The non-Federal entity must comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and DOC implementing regulations published at 2 C.F.R. Part 1329 (Government wide Requirements for Drug-Free Workplace – Financial Assistance), which require that the non-Federal entity take certain actions to provide a drug-free workplace.

d. Foreign Travel

1. Each non-Federal entity must comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.

2. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as

when a U.S. flag air carrier is unavailable or use of U.S. flag air carrier service will not accomplish the agency's mission.

3. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website <http://www.gsa.gov/portal/content/103191>. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website <http://www.state.gov/e/eeb/tra/>.

4. If a foreign air carrier is anticipated to be used for any portion of travel under a DOC financial assistance award the non-Federal entity must receive prior approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer must make the final determination and notify the non-Federal entity in writing (which may be done through the recipient in the case of subrecipient travel). Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which any non-Federal entity improperly used a foreign air carrier.

Note: When using code-sharing flights (two or more airlines having flight numbers assigned to the same flight) involving U.S. flag carriers and non-U.S. flag carriers, the airline symbol and flight number of the U.S. flag carrier must be used on the ticket to qualify as a U.S. flag carrier (e.g. "*Delta Airlines Flight XXXX, operated by KLM*"). Conversely, if the ticket shows "[*Foreign Air Carrier*] XXX, operated by Delta," that travel is using a foreign air carrier and is subject to the Fly America Act and must receive prior approval from the Grants Officer as outlined in paragraph G.05.d.4.

e. Increasing Seat Belt Use in the United States

Pursuant to E.O. 13043 (62 FR 19217), non-Federal entities should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented, or personally owned vehicles.

f. Federal Employee Expenses and Subawards or Contracts Issued to Federal Employees or Agencies

1. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in-kind goods or services for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, DOC policy may prohibit the acceptance of gifts, including travel payments for federal employees, from non-Federal entities regardless of the source. Therefore, before award funds may be used by Federal employees, non-Federal entities must submit requests for approval of such action to the Federal Program Officer who must review and make a recommendation to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing (generally through the recipient) of the final determination.
2. A non-Federal entity or its contractor may not issue a subaward, contract or subcontract of any part of a DOC award to any agency or employee of DOC or to other Federal employee, department, agency, or instrumentality, without the advance prior written approval of the DOC Grants Officer.

g. Minority Serving Institutions Initiative

Pursuant to E.O.s 13555 (White House Initiative on Educational Excellence for Hispanics) (75 FR 65417), 13592 (Improving American Indian and Alaska Native Educational Opportunities and Strengthening Tribal Colleges and Universities) (76 FR 76603), and 13779 (White House Initiative to Promote Excellence and Innovation at Historically Black Colleges and Universities) (82 FR 12499), DOC is strongly committed to broadening the participation of minority serving institutions (MSIs) in its financial assistance programs. DOC's goals include achieving full participation of MSIs to advance the development of human potential, strengthen the Nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. DOC encourages all applicants and non-Federal entities to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

h. Research Misconduct

The DOC adopts, and applies to financial assistance awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Non-Federal entities that conduct extramural research funded by DOC must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Non-Federal entities also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Non-Federal entities must notify the Grants Officer of any allegation that meets the

definition of research misconduct and detail the entity's inquiry to determine whether there is sufficient evidence to proceed with an investigation, as well as the results of any investigation. The DOC may take appropriate administrative or enforcement action at any time under the award, up to and including award termination and possible suspension or debarment, and referral to the Commerce OIG, the U.S. Department of Justice, or other appropriate investigative body.

i. Research Involving Human Subjects

1. All proposed research involving human subjects must be conducted in accordance with 15 C.F.R. Part 27 (Protection of Human Subjects). No research involving human subjects is permitted under this award unless expressly authorized by specific award condition, or otherwise in writing by the Grants Officer.

2. Federal policy defines a human subject as a living individual about whom an investigator (whether professional or student) conducting research (1) Obtains information or biospecimens through intervention or interaction with the individual, and uses, studies, or analyzes the information or biospecimens; or (2) Obtains, uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

3. DOC regulations at 15 C.F.R. Part 27 require that non-Federal entities maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the non-Federal entity (generally through the recipient) must submit appropriate documentation to the Federal Program Officer for approval by the appropriate DOC officials. As applicable, this documentation must include:

i. Documentation establishing approval of an activity in the project by an Institutional Review Board (IRB) under a Federal wide Assurance issued by Department of Health and Human Services or other Federal agency guidelines (*see also* 15 C.F.R. § 27.103);

ii. Documentation to support an exemption for an activity in the project under 15 C.F.R. § 27.104(d);

iii. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form;

iv. Documentation of an IRB approval of continuing review approved prior to the expiration date of the previous IRB determination; and

v. Documentation of any reportable events, such as serious adverse events, unanticipated problems resulting in risk to subjects or others, and instances of noncompliance.

4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved

in writing by the Grants Officer. In accordance with 15 C.F.R. § 27.118, if research involving human subjects is proposed after an award is made, the non-Federal entity must contact the Federal Program Officer and provide required documentation. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

j. Care and Use of Live Vertebrate Animals

Non-Federal entities must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. §§ 2131 *et seq.*) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations (9 C.F.R. Parts 1, 2, and 3); the Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*); Marine Mammal Protection Act (16 U.S.C. §§ 1361 *et seq.*) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. §§ 4701 *et seq.*) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any DOC financial assistance award unless authorized by the Grants Officer.

k. Management and Access to Data and Publications

1. In General. The recipient acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by recipients, may be used by the DOC in conducting reviews and evaluations of its financial assistance programs. For this purpose, recipient information and data may be accessed, reviewed and evaluated by DOC employees, other Federal employees, Federal agents and contractors, and/or by non-Federal personnel, all of who enter into appropriate or are otherwise subject to confidentiality and nondisclosure agreements covering the use of such information. Recipients are expected to support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with DOC and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), recipients are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained relating to a DOC financial assistance award.

2. Scientific Data. Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

3. Publications, Videos, and Acknowledgment of Sponsorship.

i. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to federally-funded

projects (e.g., scientific research). Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

ii. Non-Federal entities may be required to submit a copy of any publication materials, including but not limited to print, recorded, or Internet materials, to the funding agency.

iii. When releasing information related to a funded project, non-Federal entities must include a statement that the project or effort undertaken was or is sponsored by DOC and must also include the applicable financial assistance award number.

iv. Non-Federal entities are responsible for assuring that every publication of material based on, developed under, or otherwise produced pursuant to a DOC financial assistance award contains the following disclaimer or other disclaimer approved by the Grants Officer:

This [report/video/etc.] was prepared by [recipient name] using Federal funds under award [number] from [name of operating unit], U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the [name of operating unit] or the U.S. Department of Commerce.

1. Homeland Security Presidential Directive

If the performance of this DOC financial assistance award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (for purpose of this term “routine access” is defined as more than 180 calendar days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the DOC will conduct a check with U.S. Citizenship and Immigration Services’ (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a financial assistance award must comply with DOC personal identity verification procedures that implement Homeland Security Presidential Directive 12 (Policy for a Common Identification Standard for Federal Employees and Contractors), Federal Information Processing Standard (FIPS) PUB 201, and OMB Memorandum M-05-24. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements listed in the term below. The recipient must insert the following term in all subawards and contracts when the subaward recipient or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

The subrecipient or contractor must comply with DOC personal identity verification procedures identified in the subaward or contract that implement Homeland Security

Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.

The subrecipient or contractor must account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by DOC: (1) When no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee's employment; (3) Upon subaward or contract completion or termination.

m. Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

1. This clause applies to the extent that this financial assistance award encompasses activities that involve export-controlled items.
2. In performing this financial assistance award, a non-Federal entity may participate in activities involving items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The non-Federal entity must establish and maintain effective export compliance procedures at DOC and non-DOC facilities, including facilities located abroad, throughout performance of the financial assistance award. At a minimum, these export compliance procedures must include adequate restrictions on export-controlled items, to guard against any unauthorized exports, including in the form of releases or transfers to foreign nationals. Such releases or transfers may occur through visual inspection, including of technology transmitted electronically, and oral or written communications.
3. Definitions
 - i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application. The export (shipment, transmission, or release/transfer) of export-controlled items may require a license from DOC.
 - ii. Deemed Export/Re-export. The EAR defines a deemed export as a release or transfer of export-controlled items (specifically, technology or source code) to a foreign person (foreign national) in the U.S. Such release is "deemed" to be an export to the foreign person's most recent country of citizenship or permanent residency (*see* 15 C.F.R. § 734.13(a)(2) & (b)). A release may take the form of visual inspection or

oral or written exchange of information. See 15 C.F.R. § 734.15(a). If such a release or transfer is made abroad to a foreign person of a country other than the country where the release occurs, it is considered a deemed re-export to the foreign person's most recent country of citizenship or permanent residency. See 15 C.F.R. § 734.14(a)(2). Licenses from DOC may be required for deemed exports or re-exports. An act causing the release of export-controlled items to a foreign person (e.g., providing or using an access key or code) may require authorization from DOC to the same extent that an export or re-export of such items to the foreign person would. See 15 C.F.R. § 734.15(b).

4. The non-Federal entity must secure all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that the export of such items, including in the form of release or transfer to foreign persons, is prevented, or licensed, as required by applicable Federal laws, E.O.s, and/or regulations, including the EAR.
5. As applicable, non-Federal entity personnel and associates at DOC sites will be informed of any procedures to identify and protect export-controlled items from unauthorized export.
6. To the extent the non-Federal entity wishes to release or transfer export-controlled items to foreign persons, the non-Federal entity will be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports. Failure to obtain any export licenses required under the EAR may subject the non-Federal entity to administrative or criminal enforcement. See 15 C.F.R. part 764.
7. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, E.O.s or regulations.
8. Compliance with this term will not satisfy any legal obligations the non-Federal entity may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports and re-exports of defense articles and services subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including the release of defense articles to foreign persons in the United States and abroad.
9. The non-Federal entity must include the provisions contained in this term in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve research or other activities that implicate export-controlled items.

n. The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), as amended, and the implementing regulations at 2 C.F.R. Part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if any non-Federal entity engages in certain activities related to trafficking in persons. The DOC hereby incorporates the following award term required by 2 C.F.R. § 175.15(b):

Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;*
- ii. Procure a commercial sex act during the period of time that the award is in effect; or*
- iii. Use forced labor in the performance of the award or subawards under the award.*

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or*
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— (A) Associated with performance under this award; or (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension – Nonprocurement), as implemented by DOC at 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension).*

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

- i. Associated with performance under this award; or*
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension – Nonprocurement), as implemented by DOC at 2 C.F.R. Part 1326, (Nonprocurement Debarment and Suspension).*
- c. Provisions applicable to any recipient.**
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.*
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:*
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and*
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.*
 - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.*
- d. Definitions. For purposes of this award term:**
 - 1. “Employee” means either:*
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or*
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.*
 - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.*

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25;

ii. Includes: (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b); and (B) A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

o. The Federal Funding Accountability and Transparency Act (FFATA) (31 U.S.C. § 6101 note)

1. **Reporting Subawards and Executive Compensation.** Under FFATA, recipients of financial assistance awards of \$25,000 or more are required to report periodically on executive compensation and subawards, as described in the following term from 2 C.F.R. Part 170, Appendix A, which is incorporated into this award:

Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111–5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. *the total Federal funding authorized to date under this award is \$25,000 or more;*
- ii. *in the preceding fiscal year, you received—*
 - (A) *80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and*
 - (B) *\$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and*
- iii. *The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)*

2. *Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:*

- i. *As part of your registration profile found at the System for Award Management (SAM) website located at SAM.gov.*
- ii. *By the end of the month following the month in which this award is made, and annually thereafter.*

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—*

- i. *in the subrecipient's preceding fiscal year, the subrecipient received—*
 - (A) *80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and*
 - (B) *\$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and*

ii. *The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)*

See also 2 C.F.R. § 200.300(b).

2. *Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:*

i. *To the recipient.*

ii. *By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.*

d. **Exemptions.** *If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.*

e. **Definitions.** *For purposes of this award term:*

1. *Entity means all of the following, as defined in 2 C.F.R. Part 25:*

i. *A Governmental organization, which is a State, local government, or Indian tribe;*

ii. *A foreign public entity;*

iii. *A domestic or foreign nonprofit organization;*

iv. *A domestic or foreign for-profit organization; and*

v. *A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.*

2. *Executive means officers, managing partners, or any other employees in management positions.*

3. *Subaward:*

i. *This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.*

ii. *The term does not include your procurement of property and services needed to carry out the project or program. For further explanation, see Sec. __.210 of the attachment to OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).*

iii. *A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.*

4. *Subrecipient means an entity that:*

i. *Receives a subaward from you (the recipient) under this award; and*

ii. *Is accountable to you for the use of the Federal funds provided by the subaward.*

5. *Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):*

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.*

iii. *Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.*

iv. *Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.*

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. *Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.*

2. **System for Award Management (SAM) and Unique Entity Identifier Requirements.**

Under FFATA, recipients must obtain a unique entity identifier, currently known as the Data Universal Numbering System (DUNS) number, maintain an active registration in the SAM database, and notify potential first-tier subrecipients that no entity may receive a first-tier subaward unless the entity has provided its DUNS number to the recipient, as described in 2 C.F.R. Part 25, Appendix A, which is incorporated into this award:

System for Award Management (SAM) and Unique Entity Identifier Requirements

a. Requirement for SAM Registration. Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

b. Requirement for Unique Entity Identifier. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its Unique Entity Identifier, currently known as the DUNS number, to you.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier, currently known as the DUNS number, to you.

c. Definitions for purposes of this award term:

1. SAM is the comprehensive system into which the Central Contractor Registration (CCR) system was migrated and is part of the overall Integrated Award Environment (IAE). The information previously maintained in CCR is now contained within the Entity Management area in SAM.gov.

2. DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:

- i. A Governmental organization, which is a State, local government, or Indian Tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization; and
- v. A Federal agency, but only as a subrecipient under an award or subaward to a recipient.

4. *Subaward:*

- i. *This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.*
- ii. *The term does not include your procurement of property and services needed to carry out the project or program. For further explanation, see Sec. __.210 of the attachment to OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).*
- iii. *A subaward may be provided through any legal agreement, including an agreement that you consider a contract.*

5. *Subrecipient means an entity that:*

- i. *Receives a subaward from you under this award; and*
- ii. *Is accountable to you for the use of the Federal funds provided by the subaward.*

See also 2 C.F.R. § 200.300(b).

p. Recipient Integrity and Performance Matters (Appendix XII to 2 C.F.R. Part 200)

Reporting of Matters Related to Recipient Integrity and Performance

1. **General Reporting Requirement.** If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. **Proceedings About Which You Must Report** Submit the information required about each proceeding that:
 - i. **Is relating to the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;**
 - ii. **Reached its final disposition during the most recent five-year period; and**

iii. Is one of the following:

- (A) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (C) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (D) Any other criminal, civil, or administrative proceeding if:
 - I. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - II. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - III. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency. During any period when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions. For purposes of this award term and condition:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes:

(A) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(B) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

q. Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

1. Unless there is an actual rescission of funds for specific grant or cooperative agreement obligations, non-Federal entities under Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Non-Federal entities are advised that ongoing activities by Federal employees involved in grant or cooperative agreement administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.

2. All award actions will be delayed during a government shutdown; if it appears that a non-Federal entity's performance under a grant or cooperative agreement will require agency involvement, direction, or clearance during the period of a possible government shutdown, the Program Officer or Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise non-Federal entities that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, non-Federal entities whose ability to withdraw funds is subject to prior agency approval, which in general are non-Federal entities that have been designated high risk, non-Federal entities under construction awards, or are otherwise limited to reimbursements or subject to agency review, will be able to draw funds down from the relevant Automatic Standard Application for Payment (ASAP) account only if agency approval is given and coded into ASAP prior to any government shutdown or closure. This limitation may not be lifted during a government shutdown. Non-Federal entities should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Non-Federal entities whose authority to draw down award funds is restricted may decide to suspend work until the government reopens.

3. The ASAP system should remain operational during a government shutdown. Non-Federal entities that do not require any Grants Officer or agency approval to draw down advance funds from their ASAP accounts should be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will still apply notwithstanding a government shutdown (see section B.02.b.1 of these terms).

The following page(s) contain the backup material for Agenda Item: [10:40 Commitment to Veteran Support and Outreach Act, Letter of Support](#)

*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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October 6, 2020

Rep. Liz Cheney
416 Cannon House Office Building
Washington DC 20515

RE: Commitment to Veteran Support and Outreach (CVSO) Act

Dear Representative Cheney:

Please accept this letter as the voice of support for the Commitment to Veteran Support and Outreach Act.

This bill would provide much needed financial support to local communities so that they may better serve veterans in accessing services by increasing the number of County Veteran Service Officers. It is our understanding this bill was introduced on December 19, 2019 via bi-partisan effort. The bill has been endorsed by the National Association of County Officials and has been a legislative priority of this organization of which the Board of Campbell County Commissioners has been actively involved.

Wyoming has the largest number of veterans per capita than any other state in the country, making this legislation impactful to the State of Wyoming. We encourage your support of the bill and your consideration of sponsorship of the bill when introduced in the House.

Thank you for your consideration and if we can answer questions or assist, please do not hesitate to contact our office.

Sincerely,

D.G. Reardon
Chairman