

AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

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

JULY 21, 2020

09:00 MEETING CALLED TO ORDER PLEDGE OF ALLEGIANCE

CONSENT AGENDA

- A. [Consent Agenda](#)
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PUBLIC COMMENT

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

OPEN GOVERNMENT

- C. 9:15 County Information

REGULAR BUSINESS

- | | |
|--|-------------------|
| D. 9:20 Horse Racing & Pari-Mutuel Wagering Resolution | Rochelle McGowan |
| E. 9:25 Change in Position Allocation Request, Fire Captain | Chief Jeff Bender |
| F. 9:30 Community Services Juvenile Board (CSJB) Contract | Jim Lyon |
| G. 9:35 Physical and Cyber Security Funding Contract | Charity Stewart |
| H. 9:40 Memorandum of Understanding, Wyoming Department of Health | Jane Glaser |
| I. 9:45 Wyoming Frontier Information (WYFI) Participation Agreement | Jane Glaser |
| J. 9:50 Resolution of Support, DOE Permitting Jordan Cove's Facility | Carol Seeger |
| K. 9:55 Gillette Area Leadership Institute (GALI) | Carol Seeger |
| L. 10:00 COVID-19 Grant Administered through OSLI | Carol Seeger |
| M. 10:05 Mass Notification System Service | David King |

BOARD OF EQUALIZATION

- N. [10:15 Order Dismissing Appeals](#) Carol Seeger

REGULAR BUSINESS

- O. [10:30 Gillette College](#) Carol Seeger

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RECESS

*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.

MANAGERS MEETING

P. 2:00 GAMB - Cottonwood Room

WORKSHOP II

Q. 2:45 EOG Resources - Chambers

ADJOURN

Consent Agenda

MINUTES

Board of Commissioners Special Meeting, June 29, 2020
Board of Commissioners Directors Workshop, July 6, 2020
Board of Commissioners Executive Session, July 6, 2020
Board of Commissioners Regular Meeting, July 7, 2020

MONTHLY REPORTS

Clerk of District Court – June 2020
Sheriff's Office – June 2020
Sheriff's Office, Detention – June 2020

PAYROLL PAYMENTS

June 27, 2020

LETTERS OF SUPPORT

Submission of letter of support for the issuance of a gaming license to 307 Horse Racing, LLC to operate live horse racing at the CAM-PLEX facilities.

Submission of letter of support for Visionary Broadband's application for broadband funding from the State of Wyoming's CARE's Funding allotment.

LINE ITEM TRANSFERS

Public Works

Transfer \$6,031 from 020.7085 District Support Grants to 020.7085.43 Oriva Hills I&S
Transfer \$2,019 from 020.7085 District Support Grants to 020.7085.39 Overbrook I&S
Transfer \$495 from 020.7085 District Support Grants to 020.7085.21 Rocky Point I&S

POSITION VACANCY JUSTIFICATIONS

Adult Treatment Court – Administrative Assistant
CAM-PLEX – Event Technician
Public Health – Administrative Assistant

REMOTE ACCESS REQUEST

Liz Edwards – Fair Coordinator

SCHOLARSHIPS

Approval of Abigail Music, Ryan Schmit, and Spencer Gauthier for the University of Wyoming 2020-2021 County Commissioners Scholarship and approval of up to \$3,000 (\$500 per semester, per student) from Operating Contingency 013.7531 for scholarships for Dezerae Cortez, Mikaela Easton, and Warren Carr.

Approval of Elizabeth Wood for the University of Wyoming 2020-2021 County Commissioners Renewal Scholarship and approval of up to \$6,000 (\$500 per semester, per student) from Operating Contingency 013.7531 for scholarships for Jessica Reyes-Castro, Emanuel Diaz, Cynthia Reyes, Jacque VanVleet, Madison Strohschein, and Wyatt Geis.

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HAND WARRANTS

Campbell County Clerk Tax Account	\$316,641.11
	AMOUNT
Campbell County Parks & Recreation Activity Fund	31.00
Campbell County Treasurer – HSA/FLX	43,792.65
Campco Federal Credit Union	276.01
Circuit Court of Campbell County	102.19
Jonna Blakesly	90.91
Great West Trust Company	35,741.66
Wyoming Child Support	1,724.39
Dana M. Miller	125.00
Circuit Court of Campbell County	40.00
Campbell County Sheriff Civil Account	50.00
Wyoming Retirement System	176.16

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

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Office of County Commissioners
June 29, 2020
Gillette, Wyoming

Special Meeting

The Campbell County Board of Commissioners met in a Special Meeting, Monday, June 29, 2020 at 11:00 AM.

The purpose of the Special Meeting was to consider approval for a proposed tax settlement agreement and for the discussion of the Gillette College funding and athletic programming.

Present were DG Reardon, Rusty Bell, Del Shelstad, Bob Maul, Colleen Faber, Commissioners; Susan F. Saunders, County Clerk, Troy Clements, County Assessor; Carol Seeger, Commissioners Administrative Director and Jenny Staeben. Present via telephone was Walter Eggers, with Holland and Hart.

Commissioner Bell moved to approve the property tax settlement agreement between Campbell County, the Campbell County Assessor, Carbon Creek, LLC and Powder River Midstream, LLC, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

The meeting was continued until 1:00 PM for discussion of the Gillette College funding and athletic programming.

The Commissioners reconvened into the Special Meeting at 1:00 PM.

Jenny Staeben arrived at the meeting at 1:20 PM.

Commissioner Bell moved to approve the submission of a letter to President Tribley, Vice President Oberlander and the Board of Trustees of the Northern Wyoming Community College District expressing concern of the recent decision for immediate termination of athletic programming at Gillette College and the method by which the decision was made. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Carol Seeger will start the process for forming a College District in Campbell County.

There being no further business to come before the Board, the meeting was adjourned at 2:45 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

DG Reardon, Chairman
Board of County Commissioners

Office of County Commissioners
July 6, 2020
Gillette, WY

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, July 6, 2020 at 1:30 PM.

Present were Del Shelstad, DG Reardon, Bob Maul, Colleen Faber, Commissioners; Susan F. Saunders, County Clerk; Brandy Elder, HR Director; Carol Seeger, Commissioners Administrative Director; Kevin Geis, Road and Bridge Director and Jenny Staeben, Deputy County Attorney. Commissioner Bell was absent from the meeting.

Discussion was held on position vacancy justifications for the CAM-PLEX, Children's Developmental Services, Extension Office and Sheriff's Office.

Discussion was held on liaison reports. Commissioners provided liaison reports.

Brandy Elder provided an update on the new range placement table and discussed volunteer programs.

Kevin Geis provided updates on mowing, cattle guards, dust control, road paving, chip sealing and CMAQ.

Carol Seeger discussed the Cares EDA grant for the Pronghorn Industrial Park. It was the consensus of the Commissioners to proceed with applying for the grant.

Discussion was held on office space for the Public Defender. It was the consensus of the Commissioners for the Public Defenders to utilize the office space located on the basement floor of the courthouse.

The commissioners convened into an executive session at 3:10 PM to discuss personnel and reconvened into their workshop at 3:30 PM.

Discussion was held on the open meetings law.

Commissioner Maul left the meeting at 3:35 PM.

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

Susan F. Saunders, Clerk
Board of County Commissioners

DG Reardon, Chairman
Board of County Commissioners

Office of County Commissioners
July 7, 2020
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, July 7, 2020. Chairman Reardon called the meeting to order at 9:00 AM. Scott Clem 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; Jenny Staeben, Deputy County Attorney and Carol Seeger, Commissioners Administrative Director.

The following consent agenda was presented:

MINUTES:

Board of Commissioners Directors Workshop, June 15, 2020
Board of Commissioners Budget Hearing, June 15, 2020
Board of Commissioners Regular Meeting, June 16, 2020
Board of Commissioners Museum Board Meeting, June 16, 2020
Board of Commissioners Lodging Tax Board Meeting, June 18, 2020

MONTHLY REPORTS:

Sheriff's Office – May 2020

PAYROLL PAYMENTS:

June 13, 2020
June 30, 2020

CANCELLATION/REBATE OF TAXES:

#4115 - 4126

AGREEMENTS:

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

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

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

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

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

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

COMMISSIONER DESIGNATED LIAISONS:

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

LETTER OF INVITATION:

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

LINE ITEM TRANSFERS:

Public Works - Transfer \$4,500 from 020.7085 District Support Grants to 020.7085.62 Little Thunder I&S; transfer \$200 from 083.7271.16 Pool Slide Inspection to 083.7271.16 Replace Rec Cen Water Softeners; transfer \$4,000 from 083.7271.16 Re-Tile Steam Rm to 083.7271.35 Rebuild Bell Nob Well Pumps; transfer \$10,000 from 083.7271.16 Re-Tile Steam Rm to 083.7277.36 Replace Courthouse Chiller; transfer \$4,000 from 083.7271.16 Patch Paint Pool Walls to 083.7271.16 Service Pool UV System

Road & Bridge - Transfer \$15,000 from 020.7238 Skid Loader to 020.7195 Motorgrader

MALT BEVERAGE PERMITS:

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

OFFICIAL BOND & OATH:

Rocky Point – Rebecca Ann Vondrak

Village of Heritage – Rebecca Ann Vondrak

POSITION VACANCY JUSTIFICATIONS:

CAM-PLEX – Box Office Personnel

CAM-PLEX – Senior Event Custodian

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

Extension Office – Horticulture Program Coordinator

Sheriff’s Office – Correctional Health Nurse

RANGE PLACEMENT TABLE:

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

HAND WARRANTS:

State of Wyoming – Department of Revenue & Taxation	\$2.00
Campbell County Sheriff Civil Account	100.00
WAG – Division of Criminal Investigation	15.00
Campbell County Clerk Tax Account	321,873.37
Campbell County Treasurer – HSA/FLX	44,929.59
Campbell County Parks & Recreation Activity Fund	31.00
Campco Federal Credit Union	276.01
Circuit Court of Campbell County	549.01
Great West Trust Company	35,576.66

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

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

Commissioner Shelstad moved to approve the vouchers as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

A I Distributors	Various Departments	\$2,859.25
Accuracy First Dg	County Sheriff	98.22
Accushape	Capital Outlay-Sheriff	2,205.00
Action Lock and Key	Various Departments	99.53
AdBay Com	Various Departments	1,512.50
Adels, Sharon	Fair-General Admin	300.00
Airpro	Maintenance/Custodial	525.70
Albertsons Fair	Fair-General Admin	153.45
Albin, Elizabeth A	Library-General Administration	179.40
Alignment Pros	County Sheriff	100.00
All American Publishing	Rockpile Museum - Gen Admin	350.00
AlSCO	Various Departments	1,679.14
Alternative Propane	Landfill	1,345.50
Amazon Courthouse	Various Departments	6,763.30
Amazon Library	Various Departments	2,659.54
American Eng. Testing	Publ Work Capital Construction	3,582.25
American Family Life	Campbell County General Fund	103.02
American Millennium	Commissioner's-Gen Cnty Costs	51.40
American Welding	P & R-Parks	1,483.72
Andreen, Amanda L.	Fair-General Admin	450.00
Andreen, Kenneth David	Fair-General Admin	200.00
Animal Medical Ctr	County Sheriff	359.50
Architectural Spec	Various Departments	2,908.64
ArchiveSocial	Commissioner's-Gen Cnty Costs	2,388.00
Arete Design Group	Various Departments	12,376.80
Armascost Trane Serv	Maintenance/Custodial	12,533.00
Arrow Printing Graphics	Various Departments	3,460.00
Associated Glass	Various Departments	7,777.73
ATT Airport	Northeast Wyoming Regional	208.89
ATT Assessor	County Assessor	101.15
ATT Children's Devel	Children's Dev Svc-Spec Ed	282.70
ATT Emergency Mgmt	Emergency Management	84.85

ATT Library	CCPL-Main Branch	36.80
ATT Park Recreation	Various Departments	99.00
AutoZone	County Sheriff	9.98
AVA Community Arts	1% Optional Sales Tax Fund	2,155.50
Axis Forensic Tox	County Coroner	956.00
B H Photo Video	Various Departments	1,080.76
Badger State Recover	Children's Dev Svc-Spec Ed	177.48
Baker, Gregory A.	County Sheriff	40.00
Balboa Peaks	Payments In Lieu of Taxes Fund	45,130.00
Barcodes	County Clerk	2,787.02
Bargreen Ellingson	Various Departments	465.92
Barney Graham	Commissioner's-Gen Cnty Costs	450.00
Barstad, Gwendolyn M.	Children's Dev Svc-Spec Ed	200.00
Basin Radio Network	Various Departments	7,467.60
Bauder, Trena R.	Children's Dev Svc-Spec Ed	300.00
Bear Creek Originals	Fair-General Admin	773.00
Bell Nob Golf Shop	P & R-Bell Nob Golf Course	3,349.16
Big D Oil Company	P & R-Wright Center	6.04
Big D Sanitation	Sheriff-Jail Facility	700.00
Big Horn Tire	Various Departments	2,888.53
Bighorn Hydraulics	Northeast Wyoming Regional	138.20
Bighorn Mtn Radio	Various Departments	45.00
Bishop, Judy	Fair-General Admin	300.00
Black Hills Energy Gas	Various Departments	15,650.36
Black Hills Pioneer	Various Departments	716.50
Blackstone Audio	CCPL-Main Branch	2,073.01
Bloedorn Lumber	Maintenance/Custodial	60.96
BLR	Human Resources	10,599.00
Bob Barker Company	Various Departments	517.61
Bobcat of Gillette	Various Departments	46,712.04
Bomgaars	Various Departments	1,146.06
Border States Elec	Various Departments	2,035.98
Boys Girls Club	1% Optional Sales Tax Fund	1,564.68
Brainfuse	CCPL-Main Branch	3,300.00
Breannas Bakery	Human Resources	66.00
Bridgeall Libraries	Library-General Administration	9,360.00
Briggs, Coleman B.	Fair-General Admin	722.05
Britton, Katrina F.	Fair-General Admin	566.80
Brogdon, Crystal	Fair-General Admin	450.00
Buffalo Bulletin	Various Departments	540.00
Buffalo Porta Potty	Road & Bridge	250.00
Burns McDonnell Eng	Various Departments	76,726.95
C B Operations	Northeast Wyoming Regional	400.34

Camelot Pet Castle	County Sheriff	86.00
Caplin Drysdale	Commissioner's-Gen Cnty Costs	11,945.53
Cash WA Distributing	Sheriff-Jail Facility	463.82
Casper Star Tribune	Various Departments	754.99
CBH CO OP	Various Departments	236.55
CC Conservation Dist	1% Optional Sales Tax Fund	150,000.00
CC Dist Ct Revolving Witness	State & Fed Mandated Costs	599.54
CC Fire Dept	1% Municipal Sales Tax Fund	913,980.97
CC Four H Council	1% Optional Sales Tax Fund	4,200.00
CC Health Misc	Various Departments	514.00
CC Historical Society	Rockpile Museum - Gen Admin	90.00
CC Master Gardeners	Extension Dept-Horticulture	700.00
CC Public Land Brd	1% Municipal Sales Tax Fund	234,045.00
CC School Dist Coop	Sheriff-Jail Facility	4,302.32
CC Senior Center	1% Optional Sales Tax Fund	27,034.00
CC Treasurer	Commissioner's-Gen Cnty Costs	15,340.44
CC Weed Pest	Various Departments	2,045.48
CCMH Patient Acct	County Attorney	81,086.37
CDW Government	Information Technology Service	239.45
CEM Sales & Service	Various Departments	6,740.49
Center Point Large	Library-General Administration	381.09
Centner, Julie M.	Sheriff-Jail Facility	100.00
Central CC I&S Dst	1% Optional Sales Tax Fund	2,875.00
CenturyLink Long Dis	Information Technology Service	846.06
CenturyLink Nine One	E911 Enhanced Fees	8,110.16
CenturyLink Phone	Various Departments	15,937.70
Charter Comm Cable	Various Departments	1,269.99
Chichester	1% Optional Sales Tax Fund	426.30
Chitwood, Cheryl E.	State & Fed Mandated Costs	67.96
Choice Advertising	Fair-General Admin	14,955.50
Chris Supply Co	Various Departments	1,759.67
Christensen, Erika	Fair-General Admin	425.00
Christensen, Marilyn	Fair-General Admin	150.00
City Gillette Bldg	Maintenance/Custodial	50.00
City Gillette Misc	Various Departments	4,000.00
City Gillette Utilities	Various Departments	86,349.46
Climb Wyoming	1% Optional Sales Tax Fund	1,149.42
CNA Surety	Various Departments	200.00
Coates, Rori	Fair-General Admin	100.00
Collection Prof	Children's Dev Svc-Gen Admin	70.00
Collins Comm	Various Departments	21,432.67
Communication Tech	Various Departments	8,206.00
Community Hospital	Sheriff-Jail Facility	2,113.59

Concordance Health	County Health Nurse	32.11
Contractors Supply	Various Departments	12,137.42
Cooks Correctional	Various Departments	295.69
Council Community Svc	Various Departments	17,480.06
Counseling Connect	Various Departments	5,091.00
CPS Distributors	P & R-Parks	977.50
Craig Distributing	Library-General Administration	138.18
Creative Information	Payments In Lieu of Taxes Fund	700.00
Crescent Electric	Maintenance/Custodial	699.39
Crum Electric Supply	Various Departments	1,351.48
CSS	Sheriff-24/7	104.00
CT Accessories	Fleet Sales Tax Funds	970.00
Cummins Sales Svc	Road & Bridge	10,389.48
Cummins, Ryan William	Fair-General Admin	300.00
Dads Truck and Auto	County Sheriff	320.50
Dakota Curling	P & R-Ice Skating	750.50
Dakota Playground	1% Optional Sales Tax Fund	150,000.00
Damian, Nicole L.	County Hcalth Nurse	101.20
Day Law	State & Fed Mandated Costs	275.00
Del City	Fleet Sales Tax Funds	3,893.55
Dell Marketing LP	Publ Work Capital Construction	312.68
Demco	Library-General Administration	1,484.08
Dennis Michaels	CCPL-Main Branch	2,000.00
Dermatec Direct	Sheriff-Jail Facility	1,106.99
Desert Mountain	Various Departments	107,893.25
Design Construction	Publ Work Capital Construction	41,235.30
Dexters Automotive	County Sheriff	530.00
DLT Solutions	County Assessor	2,346.30
DMC Wear Parts	Road & Bridge	700.00
Dog Waste Depot	P & R-Parks	144.83
Dominos Pizza Second St	Extension Dept-Home Economist	44.83
Douglas Budget	Various Departments	520.00
DRM	Various Departments	253,489.48
Dru Consulting	Commissioner's-Gen Cnty Costs	7,365.18
Duluth Trading Co	County Sheriff	327.50
Dunlap Photography	District Court	439.24
Dustbusters Enterprises	Publ Work Capital Construction	8,830.67
Eastman, Suzanne M.	Children's Dev Svc-Spec Ed	300.00
Eaton Corporation	Information Technology Service	3,216.00
Ecolab Pest	Various Departments	258.52
Ekstrom, Brooke L.	County Health Nurse	16.10
Election Systems	County Elections	145.57
Eliason, Shelly M.	Juvenile Probation	26.35

Employment Testing	Road & Bridge	315.00
Equitable Life	Campbell County General Fund	37.25
Espresso Lube	County Sheriff	669.53
Farmer Bros Co	Various Departments	1,621.10
Fastenal Company	Various Departments	978.18
Fedderson, Justin M.	County Sheriff	40.00
Federal Express	Various Departments	182.04
Federal Supply USA	Various Departments	59.70
FIB Mstrcrd Airport	Northeast Wyoming Regional	3,879.00
FIB Mstrcrd Library	Various Departments	489.51
FIB Mstrcrd Park Rec	Various Departments	4,639.27
Firemaster	Various Departments	2,002.00
First Natl Bnk Gil	Various Departments	165,063.11
First Natl Bnk Visa	Various Departments	33,397.92
Fleetpride	Landfill	388.34
Floyds Truck Center	Road & Bridge	715.24
Flying Colors	P & R-Parks	1,535.87
Flying Phoenix	1% Optional Sales Tax Fund	25,100.01
Forensic Medicine	County Coroner	10,000.00
Fox Ridge Sub I&S	1% Optional Sales Tax Fund	3,626.00
Frontier Precision	Public Works	185.00
Fry, Kimberly D.	Various Departments	925.29
Fuller, Carly	Fair-General Admin	300.00
Furman, Craig M.	County Sheriff	50.00
Gale Cengage Learn	Various Departments	4,356.71
Galls	County Sheriff	137.50
Gaylord Bros	Rockpile Museum - Gen Admin	837.83
Geis, Bobbi	Fair-General Admin	100.00
Gillette Abuse Refuge	1% Optional Sales Tax Fund	7,700.08
Gillette Med Imaging	County Coroner	896.25
Gillette Police	Prevention Management Org	998.00
Gillette.Printing	Various Departments	1,508.55
Gillette Reprod Hlth	CSBG	247.00
Gillette Steel	Various Departments	31,205.75
Gillette Winsupply	Various Departments	31,253.64
Glaxosmithkline	County Health Nurse	2,065.26
Goff, Susan A	Human Resources	317.40
Golf Core	P & R-Bell Nob Golf Course	1,166.50
Goodhire	Human Resources	168.23
Gorman, Jean	Fair-General Admin	100.00
Govens Farm Ranch	Various Departments	4,050.00
GPS Industries	P & R-Bell Nob Golf Course	430.00
GPSI Leasing II	P & R-Bell Nob Golf Course	38,184.00

Gray, James D.	Fair-General Admin	200.00
Grimms Pump Industrial	Maintenance/Custodial	178.20
Grossenburg Implemnt	P & R-Bell Nob Golf Course	523.74
GTI Golf Cars	Fair-General Admin	7,290.00
Hakert, Richard J.	Road & Bridge	5,385.60
Hansen, Connie K.	Women, Infant and Child	198.95
Harris Public Health	County Health Nurse	295.00
Hawkins	Various Departments	5,167.51
Heartland Kubota	P & R-Parks	2,088.19
Help Systems	Information Technology Service	1,607.79
Hensley, Derek A.	Fair-General Admin	500.00
Hensley, Shellie Ann	Fair-General Admin	200.00
Hieb, Michael J.	Sheriff-Jail Facility	118.59
High Glass Window	Maintenance/Custodial	3,836.00
Hills Products Group	Road & Bridge	2,360.82
Hladky Construction	Publ Work Capital Construction	52,233.73
Hobby Lobby	CCPL-Main Branch	3.49
Hoggatt, Meredith P.	Extension Dept-Horticulture	339.98
Homax Oil Sales	Various Departments	19,272.43
Home Depot Airport	Northeast Wyoming Regional	92.98
Home Depot Extension	Extension Dept-Horticulture	2,190.29
Home Depot Maint	Maintenance/Custodial	290.07
Home Depot Museum	Rockpile Museum - Gen Admin	30.43
Home Depot Parks Rec	Various Departments	3,452.67
Home Depot Sheriff	Various Departments	1,319.45
Home Fire Foods	Various Departments	575.00
Honnen Equipment	P & R-Bell Nob Golf Course	35.36
Houchen Bindery	Library-General Administration	140.90
Hub International	Various Departments	1,050.00
Huxtable, Anna M.	Fair-General Admin	200.00
IBM	Information Technology Service	17,800.45
IMEG	Publ Work Capital Construction	6,500.00
Inland Truck Parts	Road & Bridge	5,961.99
Innes, Julie	Fair-General Admin	100.00
Insight Public Sector	Capital Outlay-ITS	858.03
Instyle Magazine	CCPL-Main Branch	26.00
Interstate Batteries	Road & Bridge	207.90
Isenberger, Bob	Fair-General Admin	300.00
James Tire Service	P & R-Parks	908.30
Jims Heating AC Ref	Landfill	2,700.00
Jirdon Agrichemical	P & R-Parks	6,379.80
JLC Sign Graphic	P & R-Gen Adm	27.60
Johnstone Supply	Various Departments	267.17

Joslyn, Dane Harston	Fair-General Admin	200.00
Kanopy	CCPL-Main Branch	97.00
Karls TV	Maintenance/Custodial	162.20
Keyhole Broadcasting	Various Departments	710.00
Kimball Midwest	Road & Bridge	1,077.45
KLJ Engineering	Road & Bridge	2,186.42
Knecht Home Center	Various Departments	640.37
Knox, Dena Rae	Fair-General Admin	100.00
KSLT KLMP KTPT	Various Departments	300.00
KYDT Radio	Various Departments	304.00
Landons Greenhouse	P & R-Parks	1,357.48
Laundry Loops	Various Departments	210.50
Law Enforcement Target	County Sheriff	1,661.85
Lawriter	County Law Library	250.00
Lawson Products	P & R-Parks	249.57
Lazy Three S Rodeo	Fair-General Admin	4,750.00
Lesley, Douglas	State & Fed Mandated Costs	912.50
Levi Strohschein	CCPL-Wright Branch	67.50
Library Foundation	Library-General Administration	25.28
Lightning Lube	County Sheriff	104.00
Lile, Erin M.	Fair-General Admin	300.00
Little Thunder I&S	1% Optional Sales Tax Fund	4,500.00
Lone Tree Academics	Commissioner's-Gen Cnty Costs	13,500.00
Love, Brooke D.	Library-General Administration	25.30
Lowe Roofing	Various Departments	69,052.00
Lubben, Kurt M.	Sheriff-Jail Facility	241.50
Lubnau Law Office	State & Fed Mandated Costs	705.15
Lynns Auto Repair	County Sheriff	2,380.00
M G Oil	Various Departments	22,083.87
Mad Transportation	County Sheriff	450.00
Mainline Inform Sys	Information Technology Service	3,247.42
Mason, Brooke	Fair-General Admin	348.35
Mason, Veronica	Fair-General Admin	648.35
Maul, Deana	Fair-General Admin	200.00
McGinley, Connie	Fair-General Admin	200.00
McGinley, J.D.	Fair-General Admin	300.00
Meadow Gold Dairy	Children's Dev Svc-Preschool	483.87
Means First Ext W&S	Road & Bridge	121.85
Mechanical Design	Publ Work Capital Construction	400.00
Medical Arts Lab	Sheriff-Jail Facility	2,519.00
Menards Airport	Northeast Wyoming Regional	65.66
Menards Complex	Fleet Department	53.96
Menards Extension	Various Departments	1,072.70

Menards Fleet	Fleet Department	142.83
Menards Landfill	Landfill	379.25
Menards Maintenance	Various Departments	3,137.13
Menards Park Rec	Various Departments	1,906.03
Menards Public Works	Public Works	15.98
Menards Road Bridge	Road & Bridge	93.44
Menards Sheriff	Sheriff-Jail Facility	90.55
Merck Sharp Dohme	Various Departments	6,867.68
Michaels Construct	Publ Work Capital Construction	188,181.00
MidAmerica Books	CCPL-Main Branch	393.00
Midland Implement Co	Various Departments	1,628.06
Midwest Pest Mngmnt	Northeast Wyoming Regional	2,391.00
Midwest Tapes	Various Departments	1,173.17
Miller Welding	Road & Bridge	1,200.00
Moore, Irene	Library-General Administration	25.30
Morgan, Tobey J.	County Sheriff	200.00
Morris, Tailor	Fair-General Admin	150.00
Morrison Maicrlc	Various Departments	41,291.91
Motorola Solutions	Commissioner's-Gen Cnty Costs	3,689.58
MyBinding.Com	Library-General Administration	82.03
Myers, Aleesha	Fair-General Admin	300.00
Nada Appraisal Guide	Various Departments	160.00
NADA Evaluator	County Clerk	5,000.00
Nannemann Bros Auto	P & R-Parks	1,410.64
Naramore, James J MD	Sheriff-Jail Facility	1,000.00
Nelson Auto Glass	Road & Bridge	690.70
New Horizons Psych	City of Gillette Adult Drug Court	300.00
New Vision Auto Body	Fleet Sales Tax Funds	684.94
News Record	Various Departments	6,033.70
Nichols, Crystal A.	Human Resources	60.96
Norchem Drug Test	Various Departments	2,642.65
Norco	Various Departments	6,721.22
North Star Lighting	Fleet Sales Tax Funds	5,200.00
Northern Tool Equip	Landfill	874.96
OAG Flightview	Various Departments	476.92
Octane Garage	Fleet Department	105.93
Oedekoven, Sharyl	Fair-General Admin	100.00
Office Depot	Various Departments	8,744.64
Oilfield Machine	Maintenance/Custodial	60.00
Omni Digital Prod	Various Departments	1,355.00
Optum Bank	Human Resources	1,691.25
OReilly Auto Parts	County Sheriff	12.97
Oriental Trading Co	Various Departments	733.72

Outliers Creative	Various Departments	9,480.95
Overdrive	CCPL-Main Branch	1,496.60
Overhead Door Co	Maintenance/Custodial	1,151.00
Pacific Steel Recycling	Road & Bridge	170.47
Paintbrush Services	Various Departments	655.00
Par West Turf Serv	P & R-Bell Nob Golf Course	472.03
PB Global Airprt	Northeast Wyoming Regional	156.00
PB Global Attorney	County Attorney	173.04
PB Global Dist Ct	District Court	540.87
PB Global Sheriff	County Sheriff	173.04
Pearson Oil Co.	Commissioner's-Gen Cnty Costs	22,570.97
Penny Newman Grain	Publ Work Capital Construction	34,217.10
Pepsi of Gillette	Fair-General Admin	27.00
Personal Frontiers	Various Departments	9,291.30
Pete Lien Sons	Various Departments	978.13
Peterbilt of Wyoming	Various Departments	76,358.58
PFM Asset Management	Commissioner's-Gen Cnty Costs	9,486.26
PharmChem	Sheriff-24/7	2,827.35
Phillips, Ashley L.	Fair-General Admin	1,101.30
Pierce, Michelle	Extension Dept - Community Dev	625.00
Plains Tire Battery	County Sheriff	173.75
Plainsman Printing	Various Departments	10,317.13
Plant Shack	Various Departments	7,127.12
Playaway Library	CCPL-Main Branch	1,600.90
PMCH	Payments In Lieu of Taxes Fund	15,547.00
Pokeys BBQ Smoke	Fair-General Admin	200.00
Polar Refrigeration	Maintenance/Custodial	172.00
Positive Promotions	County Sheriff	1,900.35
Postage Phone Clerk	Various Departments	15,779.90
Postage Phone Dist	District Court	5,500.00
Postage Phone Public Hlth	County Health Nurse	3,000.00
Postage Phone Sheriff	County Sheriff	2,000.00
Powder River Ener Utilities	Various Departments	3,332.39
Powder River Exam	Various Departments	120.00
Powder River Heating	Various Departments	118,646.06
Powder River Worksafe	Human Resources	50.00
Power Equipment Co	Road & Bridge	2,520.68
Power Solutions	Various Departments	6,310.37
ProForce Law Enforcement	County Sheriff	1,000.00
Purvis Industries	Various Departments	312.77
Quadient	Library-General Administration	236.52
Quick Lube One	Various Departments	559.18
Quill Corporation	County Assessor	1,068.85

R B Tire	County Assessor	96.00
R R Products	Maintenance/Custodial	118.75
Rain Locker Car Wash	Various Departments	158.14
Ram Computer Supply	Various Departments	2,260.46
Ray Allen Manufacturing	County Sheriff	879.56
Razor City BMX	1% Optional Sales Tax Fund	1,000.00
Razor City Rental	Various Departments	259.23
Really Good Stuff	Library-General Administration	963.29
Record Supply	Various Departments	3,311.70
Recorded Books	CCPL-Main Branch	310.39
Recreation Supply	P & R-Wright Center	200.63
Reed, Sara E.	Fair-General Admin	200.00
Reeves, Cara M.	Rockpile Museum - Gen Admin	17.73
Respond First Aid	Northeast Wyoming Regional	121.95
Reynolds, Mandy M.	Extension Dept -EFNEP	17.92
Rhode Island Novelty	CCPL-Main Branch	153.75
Riley, Liberty	Fair-General Admin	200.00
Robinson, Celeste Renee	Various Departments	475.53
Rocky Mtn Business	Various Departments	17,191.87
Rocky Mtn Instrument	County Attorney	225.00
Rocky Mtn Puppets	Library-General Administration	2,000.00
Rocky Mtn Sunscreen	P & R-Bell Nob Golf Course	193.38
Rose City Label	County Sheriff	255.00
S S Builders	Various Departments	1,363,628.50
Sanofi Pasteur	Various Departments	8,118.83
Saur, Darlene	Fair-General Admin	100.00
Schaeffer Manufacturing	Various Departments	3,384.67
School Outfitters	Capital Outlay-Museum	1,721.58
Schutz Foss	Publ Work Capital Construction	48,075.92
Scott Brothers	Northeast Wyoming Regional	303.00
Second Chance Ministries	1% Optional Sales Tax Fund	866.37
SecurityMetrics	Information Technology Service	3,375.00
Sentinel Offender	Various Departments	463.60
Servall Uniform	Road & Bridge	961.29
ServiceWear Apparel	County Sheriff	123.64
Sherwin Williams	Various Departments	461.68
Sidwell Company	County Assessor	4,154.00
Signing Savvy	CCPL-Main Branch	500.00
Simpsons Printing	Various Departments	2,681.00
Sir Speedy	Various Departments	2,142.57
Sitech Wyoming	Landfill	1,164.28
Skaggs Companies	County Sheriff	618.85
Snow Crest Chemicals	Maintenance/Custodial	90.00

Snyder, Sondra	Fair-General Admin	100.00
Source Office Tech	Various Departments	7,694.36
Sowada, Felix	State & Fed Mandated Costs	687.50
Spearfish Chamber of Comm	Various Departments	700.00
Spencer Fluid Power	P & R-Parks	784.51
Sprint Aquatics	P & R-Wright Center	257.58
Stephens, Lin	Fair-General Admin	200.00
Steve Spangler	Library-General Administration	160.13
Stone Gates Est I&S	1% Optional Sales Tax Fund	5,048.13
Stotz Equipment	P & R-Bell Nob Golf Course	535.77
Strack	County Sheriff	614.36
Structural Dynamics	Publ Work Capital Construction	16,848.35
Stulken Law	State & Fed Mandated Costs	1,300.00
Successories	Human Resources	503.94
Sulzer Ems	Publ Work Capital Construction	27,504.97
Summit Companies	Maintenance/Custodial	142.00
Summit Food Services	Sheriff-Jail Facility	39,403.75
Summits and Crux	Rockpile Museum - Gen Admin	134.06
Sundance Times	Various Departments	325.00
Swank Movie Licensing	Library-General Administration	960.00
Sylvestri Custom	Prevention Management Org	22,112.50
Sysco Food Services	Children's Dev Svc-Preschool	4,854.76
T W Enterprises	Maintenance/Custodial	67.94
Teachers Corner Kids	Various Departments	541.68
Temperature Tech	Various Departments	38,757.00
Terrell Floor Cover	Maintenance/Custodial	500.00
Terry, Nancy	Fair-General Admin	200.00
Thales	Northeast Wyoming Regional	1,335.00
That Embroidery Place	Various Departments	1,876.54
The Grease Barrel	County Sheriff	46.00
The Range	P & R-Gen Adm	153.66
Thomson Reuters West	County Attorney	711.01
Three D Specialties	Road & Bridge	2,628.12
Thunder Basin Ford	Various Departments	2,866.29
Tollefsrud, Jeanette	Fair-General Admin	300.00
Total Construction	Road & Bridge	526.80
Tractor Supply	P & R-Bell Nob Golf Course	209.96
Traffic Signal Controls	Road & Bridge	140.00
Tri State Oil Reclaimers	Road & Bridge	412.50
Tru Tech Products	Various Departments	20.37
Tuttle, Johanna J.	Library-General Administration	23.00
Tyler Tech	Payments In Lieu of Taxes Fund	60,706.00
U S Post Treasurer	County Treasurer	17,506.90

Uline	Library-General Administration	836.14
Unique Management	Library-General Administration	62.65
United Central Indus	Various Departments	505.59
United Parcel Serv	County Sheriff	40.84
Universal Athletic	Various Departments	10,379.85
Urbin Law Office	State & Fed Mandated Costs	5,905.20
UW Business Office	Extension Dept-4-H Program	18,563.01
Verizon Adlt Drug Ct	Adult Drug Court	104.04
Verizon Attorney	County Attorney	31.95
Verizon Emergcy Mgmt	Emergency Management	38.52
Verizon Juv Prob	Various Departments	208.08
Verizon Public Hlth	County Health Nurse	250.17
Verizon Public Works	Various Departments	759.34
Verizon Sheriff	County Sheriff	2,080.52
Verizon Wireless	County Sheriff	50.00
Veto Enterprises	Fleet Sales Tax Funds	7,442.10
Visionary Broadband	Various Departments	5,867.18
Visitation Advocacy	1% Optional Sales Tax Fund	17,374.03
Vista Leasing Co	Various Departments	4,697.80
Vital Records Cont	Various Departments	373.07
Wallem, Kelly J.	County Attorney	113.30
Walmart Children Dev	Children's Dev Svc-Preschool	230.83
Walmart Clerk	County Clerk	39.00
Walmart Extension	Various Departments	1,261.27
Walmart Juv Prob	Juvenile Probation	43.64
Walmart Landfill	Landfill	22.84
Walmart Library	Various Departments	550.14
Walmart Park Rec	Various Departments	1,717.28
Walmart Public Hlth	Commissioner's-Grants	16.76
Walmart Sheriff	County Sheriff	38.56
Ward, Richard S.	Library-General Administration	21.00
Warne Chem Equip	Various Departments	3,097.40
Waste Connections	Various Departments	2,749.41
Water Guy	Maintenance/Custodial	750.00
Watson, Wade	Emergency Management	582.97
Western Stationers	Various Departments	2,295.60
Western Waste Sol	Various Departments	920.92
Weston Co Gazette	Various Departments	39.00
Weston Co Historical	Rockpile Museum - Gen Admin	40.00
Westwood Pharmacy	Sheriff-Jail Facility	999.29
WEX	Fleet Department	296.41
Whites Energy Motors	Various Departments	143.33
Whites Frontier Motors	Human Resources	1,000.00

Winland Car Wash	Various Departments	39.68
Wolf, Alex	Fair-General Admin	300.65
Wolters Kluwer	Various Departments	734.22
Work Warehouse	Human Resources	300.00
Workman, Jeremy	Fair-General Admin	1,592.60
Wright Community	1% Optional Sales Tax Fund	500.00
Wright Water Sewer	Various Departments	1,242.00
WY County Assessor Assoc	County Assessor	200.00
WY Dept Health Prevention	Various Departments	682.00
WY Enterprise Tech	County Treasurer	305.87
WY Envir Quality	1% Optional Sales Tax Fund	357.61
WY Family Services	Children's Dev Svc-Preschool	25.00
WY Retirement Life	Campbell County General Fund	576.00
WY Retirement System	Campbell County General Fund	435,716.73
WY Secretary State	Library-General Administration	60.00
WY State Library	Various Departments	28,000.00
Wyoming Ag News	Rockpile Museum - Gen Admin	295.00
Wyoming Behavioral	County Attorney	650.00
Wyoming County Comm	Commissioner's Executive	30,777.00
Wyoming Machinery	Various Departments	251,355.21
Wyoming Marine	P & R-Parks	1,070.81
Wyoming Peace Office	Sheriff-Jail Facility	20.00
Wyoming Rents	1% Optional Sales Tax Fund	100.00
Wyoming Starter & Alternator	Various Departments	157.00
Wyoming State Hist	Rockpile Museum - Gen Admin	660.00
Wyoming Water Sol	Various Departments	1,001.01
Y Environmental	Publ Work Capital Construction	29,187.04
Youth Awards Comm	Fair-General Admin	10,193.00
Youth Emergency Serv	Various Departments	28,398.21
Zamboni	P & R-Ice Skating	726.40
Zip Printing	Fair-General Admin	867.00
Zoom Video	Children's Dev-Early Head Start	519.19

The following are the claims for Part-Time Employees summarized by department for June 2020: Commissioners, \$145.00; Clerk, 5,361.04; Treasurer, 332.50; Sheriff, 8,277.12; Public Works, 3,283.75; Coroner, 2,390.00; Extension, 4,782.25; District Clerk of Court, 1,044.62; Museum, 780.00; Public Health, 6,468.54; Public Works-Custodians, 3,331.24; Children's Center, 5,777.88; Library, 52,792.01; Fair, 4,170.75; Parks & Recreation, 134,698.39

Public Comment was provided by Bill Fortner.

Tony Knievel, Chief Surveyor, provided information on projects GIS is working on for the public.

Commissioner Bell moved to adopt Resolution Number 2043 to place on the ballot at the November 3, 2020 General Election, a proposition to impose a four percent (4%) lodging tax within Campbell County, as set forth in Wyoming Statute 39-15-203(a)(ii). Commissioner Maul seconded the motion. Commissioner Bell - Aye, Chairman Reardon - Aye, Commissioner Maul - Aye, Commissioner Shelstad – Nay, Commissioner Faber – Nay. Carried.

Commissioner Faber moved to approve the Open Burning Restriction, Resolution Number 2044, effective July 8, 2020 at 12:01 am, as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the Order to Levy the Requisite Taxes for Fiscal Year 2020-21, pursuant to Wyoming Statute 39-13-102(g), and the Final Adopted Budget Levy, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the sole source purchase request for the Campbell County Sheriff's Office for design and installation of integrated video and audio surveillance system from Convergent Technologies in the amount not to exceed \$478,000, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve the permit for Dawson Geophysical Company to conduct a 3D geophysical survey for and on behalf of Carbon GeoCycle-University of Wyoming on Campbell County property at or near the North Landfill and in the Bypass Road right-of-way, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the District Support Grant Application for the Oriva Hills Improvement and Service District in an amount not to exceed \$6,031 from the Optional One Percent Sales Tax fund for delivery of 1,222 tons of J-base Limestone for Oriva Road, Gravel Road Priority 6, as recommended by the Campbell County Department of Public Works. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Maul moved to approve the District Support Grant Application for the Overbrook Improvement and Service District in an amount not to exceed \$2,019 from the Optional One Percent Sales Tax fund for application of 9,500 gallons of mag chloride dust control to their roads, Gravel Road Priority 6, as recommended by the Campbell County Department of Public Works. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the District Support Grant Application for the Rocky Point Improvement and Service District in an amount not to exceed \$594 from the Optional One Percent Sales Tax fund for application of 2,000 gallons of mag chloride dust control on Rocky Point Drive, Gravel Road Priority 6, as recommended by the Campbell County Department of Public Works. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve Resolution Number 2045 authorizing the submission of an application for Federal Funding through the Transportation Alternatives Program (TAP) administered by the Wyoming Department of Transportation for the Museum Pedestrian-

Activated Crosswalk System Project, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the BJA FY 20 Coronavirus Emergency Supplemental Funding Program Award Contract between the Office of Justice, U.S. Department of Justice (DOJ) and Campbell County in the amount of \$63,682, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the Community Forestry Cost-Share Program Agreement between the Wyoming State Forestry Division and Campbell County Parks and Recreation in the amount of \$3,355, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Jane Glaser, Public Health Director, provided an update on COVID-19.

Commissioner Shelstad moved to approve Amendment Two to the Agreement between Campbell County Public Health and University of Wyoming, Wyoming Survey & Analysis Center (WYSAC) to decrease the total dollar amount to \$3,782 and amend the responsibilities of WYSAC, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve the Grant Agreement between the Wyoming Department of Health, Public Division and Campbell County for substance abuse, tobacco, and injury and violence prevention programs in the amount not to exceed \$506,920, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve the FY 2020 Annual Compensation Agreements between the University of Wyoming and Campbell County for the two 4-H Extension Educators located in Campbell County, with an effective date of July 1, 2020 through June 30, 2021, as respectively presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to accept the resignation of Debra Hepp from the Natural Resource and Land Use Committee. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to appoint Jaime Tarver representing the Conservation District to the Natural Resource and Land Use Committee to serve an unexpired term, ending December 31, 2021. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the Contract between US Imaging, Inc. and Campbell County Clerk to scan land record books on-site in the amount of \$646,901.15, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve submission of the EDA CARES Act grant for the Pronghorn Industrial Park when completed, as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Discussion was held on the community college.

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 12:00 PAM. The next regular meeting of the Commissioners will be held Tuesday, July 21, 2020, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Susan F. Saunders, 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

Clerk of District Court
Monthly Statement
June 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 STATEMENT

Statement of the Earnings or Collections of Cheryl Chitwood as Clerk of District Court within and for the County of Campbell, State of Wyoming, for the month ending June, 2020, and reported to the Board of District Court within and for the County of Campbell, State of Wyoming, Cheyenne, WY.

CLERK, DISTRICT COURT,

Civil Fees	4-040-0000	\$	5,400.00
Probate Fees	4-041-0000	\$	125.00
Fines	5-001-0000	\$	17,714.95
Jury Fees	4-044-0000	\$	1,550.00
Miscellaneous Fees	4-043-0000	\$	3,204.82

Total Earnings

\$ 27,994.77

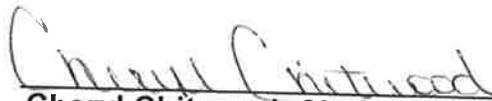
STATE OF WYOMING)

) ss

County of Campbell)

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

WITNESS my hand and seal this 6th day of July, 2020.


Cheryl Chitwood, Clerk

SHERIFF'S OFFICE
MONTHLY REPORT
JUNE 2020

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

The State of Wyoming } ss.
County of Campbell

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

County Clerk
By _____
Deputy

MONTHLY SHERIFF'S STATEMENT

Statement of the collections of **Scott Matheny** as Sheriff within and for the County of Campbell, State of Wyoming, for the month ending **June 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.

	5050.00
Service Fees	
Fingerprint Fees	425.00
Background Fees	45.00
Copy Fees	183.00
Notary Fees	2.00
Sheriff's Sale & Sheriff's Certificate Fees.....	220.00
Executions	0.00
COUNTY SHERIFF Concealed Firearm Permit Fees	795.00
Sex Offender Registration Fees	550.00
Salvage Vehicle Sales	0.00
Towing Fees	0.00
Foreclosure Sales	0.00
Misc. Refund	100.00
General Fund	0.00
E911	0.00
Town of Wright Reimbursement	0.00
Town of Wright 911	0.00
Campbell County Fire Department 911.....	0.00
Campbell County Health 911	0.00
WASCOP Grant	0.00
Campbell County School District SRO	156,700.00
SRO For 1-3 Qtrs 19/20	402,679.35
	\$566,749.35

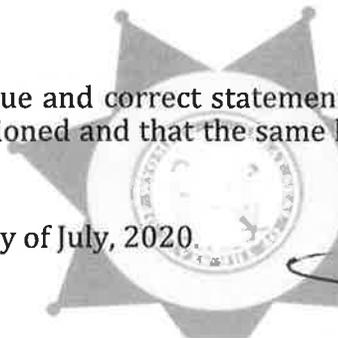
STATE OF WYOMING

§

COUNTY OF CAMPBELL

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

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



Scott Matheny

Sheriff of Campbell County

SHERIFF'S OFFICE -DETENTION
MONTHLY REPORT
JUNE 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 **June 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.

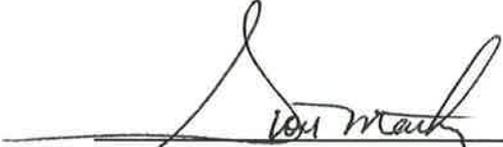
COUNTY SHERIFF

Probation Sanctions	\$960.00
CCCF Housing	\$1,980.00
10 Day Housing	\$195.00
Parolee Housing	\$2,535.00
Town of Wright Housing	\$85.00
U.A. Tests	28.00
Restitution	\$66.69
Housing-Other	\$130.00
City of Gillette Housing	\$1,250.00
U.S. Marshal Housing	\$1,950.00
Juvenile Housing	\$17,475.00
24/7 Program	\$9,684.00
TOTAL	\$36,338.69

*****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: 7/2/20


 Scott D. Matheny
 Campbell County Sheriff

PAYROLL PAYMENT

FOR THE PAY PERIOD (s) ENDING

June 27, 2020
_____, _____
_____, _____

We do hereby approve the County Payroll as presented this 21st day of July, 2020

Member

Member

Member

Member

Chairman



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
Robert Maul
Del Shelstad
Colleen Faber

July 21, 2020

Wyoming Gaming Commission
c/o Mr. Charles Moore, Executive Director
Energy II Building, Ste. 335
951 Werner Court
Casper, WY 82601

RE: Gaming License/307 Horse Racing, LLC

Dear Members of the Wyoming Gaming Commission:

This letter is submitted voicing the support of the Board of Campbell County Commissioners for the issuance of a gaming license to 307 Horse Racing, LLC to operate live horse racing at facilities located at Cam-Plex in Gillette, Wyoming.

When the entertainment venue of Cam-Plex was built, it included Morningside Park which was constructed for the primary purpose of conducting live horse racing. The facility continues to be maintained for live horsing, however, over the years the opportunities for hosting live horse races at the park have waned.

It is our understanding that 307 Horse Racing, LLC has entered into a five-year contract with Cam-Plex and has otherwise been cooperative with Cam-Plex staff in pursuing this endeavor at Cam-Plex facilities. Cam-Plex is excited at the prospect of once again being able to host live horse racing events.

The Board of Campbell County Commissioners likewise is very supportive of live horse racing once again coming to Morningside Park. It makes use of facilities that otherwise sit vacant and brings both entertainment and economic stimulus to our county.

Thank you for your consideration and if you have questions or we can further assist, please reach out to Carol Seeger, our Administrative Director.

BOARD OF CAMPBELL COUNTY COMMISSIONERS

D. G. Reardon, Chairman

Cc: Randy Greer



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
Robert Maul
Del Shelstad
Colleen Faber

July 21, 2020

ConnectWyoming Broadband Initiative
C/O Wyoming Business Council
214 W 15th Street
Cheyenne, WY 82002

Dear Sir or Madam:

This letter is written voicing the support of the Board of Campbell County Commissioners for Visionary Broadband's application for broadband funding from the State of Wyoming's CARE's Funding allotment. This application is highly supported for expansion of service in Campbell County.

The efforts of Visionary to improve and expand services in our area are very necessary as was evidenced during the closure of schools in Campbell County due to COVID requiring remote learning. Areas identified in Visionary's application for expanded service for Campbell County are areas where students had unreliable or non-existent service. The expansion proposed in Visionary's application is long overdue in bringing adequate services to our unserved and underserved people. Many of our area's households and businesses have far less than minimum broadband service of 25Mbps/3Mbps, and many have no access to service – at all.

The availability of fixed wireless or fiber providing services at or above the FCC definition, at affordable rates, will have an enormous impact in terms of safety, economic benefit, in addition to bringing broadband to our underserved area. The post-COVID environment will require adequate broadband and while we value all current service providers in the region, we recognize that some areas will never create the return-on-investment needed in order to provide broadband service to the minimum defined levels without this award.

Thank you for your consideration and if you have questions or we can assist further in this most worthwhile endeavor, please reach out to Carol Seeger, our administrative director.

BOARD OF CAMPBELL COUNTY COMMISSIONERS

D.G. Reardon, Chairman



OFFICE

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

TO: Board of Commissioners
FROM: Wendy Balo, Public Works
DATE: 7/7/2020
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$6,031	020.7085	District Support Grants	020.7085.43	Oriva Hills I & S

Explanation: Deliver and apply 1,122 tons of limestone on Oriva Rd between Penrose and Fitch



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

TO: Board of Commissioners
FROM: Wendy Balo, Public Works
DATE: 7/7/2020
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$2,019	020.7085	District Support Grants	020.7085.39	Overbrook I & S

Explanation: Applying 9,500 gallons of mag chloride on District roads for dust control



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

TO: Board of Commissioners
FROM: Wendy Balo, Public Works
DATE: 7/7/2020
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$495.00	020.7085	District Support Grants	020.7085.21	Rocky Point I&S

Explanation: Applying 2,000 gallons of mag chloride on Rocky Point Drive for dust control

Position Vacancy Justification

2020-052

Department:	Adult Treatment Court	Date:	07/13/2020		
Position Title:	Administrative Assistant				
Classification Band / Range:	104	Current Salary of Incumbent:	\$45,011.20		
Salary Range:	Min \$33,259.2	Mid \$41,568.76	Max \$49,882.51		
Justification for Hiring Position:	<p>The current administrative assistant has resigned effective 7/17/2020. The position has changed several times in the past 6 years. It started as a part-time drug court assistant position, then changed to full-time, back to part-time, and again to full-time all under the previous coordinator. There were other factors during the back and forth switches. The department had 1 full-time case manager and 1 coordinator in the beginning. The admin assist resigned, and the position was filled with part-time admin assistant/part-time grant specialist for commissioners. When that individual was transferred to full-time grants specialist the admin assistant was advertised and filled as a full-time position. A part-time case manager was later added which has since turned into a full-time case manager and now there are 2 full-time case managers. The admin assistant position consists of mostly data entry, creating court documents, and creating purchase orders. Additional duties have been added to assist the case managers with urinalysis collection in the past year. Budget duties used to consist of helping with the development of the budget and monitoring of the budget which has since been taken over by the current coordinator. The position has struggled to maintain a busy work schedule and I am now seeking to change this to an administrative assistant Band/Range 104 with up to 30 hours per week. This will keep that position full and busy with a 30-hour work week. The cut to ¾ time will allow for some relief to the budget which is mainly grant funded. With expected reduction in tax revenues and more potential cuts, I am being proactive to make this cut now to help reduce future cuts and stabilize the budget for expected future shortages</p>				
Termed Incumbent:	Resigned effective 7/17/2020				
Position Originated:	<i>Replacing employee at reduced hours</i>				
Funding Source for Position:	County: Yes/No	State: Yes/No	Federal: Yes/No	Other: Yes/No	Explain Other:
Status Code:	Full-Time Yes/No	Part-Time Yes/No	Number of Annual Hours:		<i>1560</i>
Reason for Vacancy:	Replacement due to Termination: Voluntary resignation relocation		Replacement due to Retirement:		New Position:

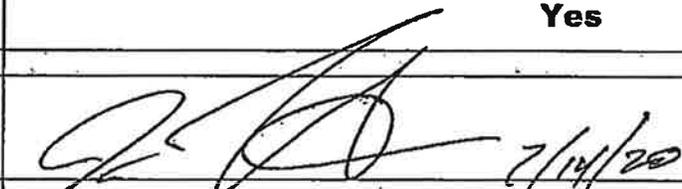
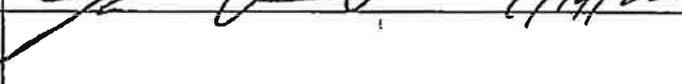
Position Vacancy Justification

Existing Budgeted Position:	Yes
Benefit Eligible:	Yes
Department Head Signature & Date	<i>Chad Bell</i> 7/13/2020
Commissioner Approval & Date:	

Feb 7/13/2020

Position Vacancy Justification

2020-053
St

Department:	CAM-PLEX			Date:	7/14/2020
Position Title:	Event Technician				
Classification Band / Range:	107	Current Salary of Incumbent:	\$40,601.60		
Salary Range:	Min \$19.52	Mid \$23.43	Max \$27.34		
Justification for Hiring Position:	Filling existing budgeted position due to voluntary termination.				
Incumbent:	[REDACTED]				
Position Originated:	1985				
Funding Source for Position:	County: Yes	State: No	Federal: No	Other: Yes	Explain Other: City - 20%
Status Code:	Full-Time Yes	Part-Time	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Voluntary Termination: X		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date					
Commissioner Approval & Date:					

2020-051

POSITION VACANCY JUSTIFICATION

Department:	Public Health	Date:	7/7/2020	
Position Title: Administrative Assistant				
Classification Band:	104	Current Salary:	59,737.60	
Salary Range:				
Minimum:	33,255.01	Mid-Point:	41,568.76	Maximum: 49,882.51
<p>Position Justification: The Financial Specialist, Senior position is being vacated due to a retirement of a long-term employee. A current employee will promote to this position leaving open an administrative assistant position that needs filled. The new administrative Assistant will start at a Classification Band 104. Public health has a total of three administrative staff members. One Administrative Assistant, which answers the phones, schedules appointments, and has the majority of contact with the public, one Administrative Assistant, Senior, which files medical insurance, Medicare, and Medicaid reimbursement, and manages patient health files, and one Financial Specialist Senior which enters payroll information, employee information, and grant information into J.D. Edwards/Tyler, assists in annual budget preparation, manages the administrative office, and orders supplies for the office.</p>				
Termed incumbent:	[REDACTED]			
Position Originated: Long term public health position				

Funding Source for Position:	County	X		State		WIC Program
	Federal			Other		(Please explain)
Classification:	Full Time	X	Part Time		Number of Hours	
	Exempt		Non-Exempt			
Reason for Vacancy:	Replacing Termination		New Position		Retirement X	
Existing Budgeted Position:	Yes	X	No		If No, Please explain:	

POSITION VACANCY JUSTIFICATION

Benefit Eligible:	Yes	<input checked="" type="checkbox"/>	No		Please explain:
Department Head Signature:	<i>Jane (M) Mason, MSN, RN, APHN-BC</i>				
Commissioner Approval:					

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

JM
7/8/2020

Campbell County Information Technology Services

Remote Access Request Agreement

(Fill out one form for each person requesting access)

Requestor: Liz Edwards.

Date: 7-13-2020

Title: Fair Coordinator

Company:

Address: P.O. Box 65 Gillette, WY 82717

Phone Number: 307-687-0200

Email: eaet3@ccgov.net

What system(s) are you requesting access to?

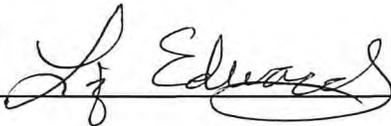
Fair shared drive(s) (10)

Justification for access

CC Fair + Sale

I hereby acknowledge I have received and read the Campbell County Remote Access Policy, and I agree to abide by all of its terms and conditions. A violation of the terms and conditions of the Policy may result in revocation of my remote access privileges and subject myself and/or my company to civil and criminal penalties.

Signature:



For Campbell County Use:

Approved: _____

Denied: _____

Reason for Denial:

The following page(s) contain the backup material for Agenda Item: [9:20 Horse Racing & Pari-Mutuel Wagering Resolution](#)

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING WYOMING DOWNS, LLC TO CONDUCT PARI-MUTUEL WAGERING ON LIVE HORSE RACING, HISTORIC HORSE RACING, AND SIMULCAST EVENTS WITHIN CAMPBELL COUNTY, WYOMING

WHEREAS, the Wyoming Legislature passed, and the Governor of the State of Wyoming signed into law changes to Wyoming Statutes, Title 11, Chapter 25, to allow for the addition of pari-mutuel wagering on historic races; and,

WHEREAS, the Wyoming Pari-mutuel Commission adopted rules that were filed with the Secretary of State on December 18, 2013 regulating pari-mutuel wagering on simulcast events, including historic races; and

WHEREAS, Wyoming Downs, LLC currently holds the necessary and appropriate permits issued by the Wyoming Pari-mutuel Commission to operate simulcasting facilities in the State of Wyoming; and,

WHEREAS, Wyoming Downs, LLC, currently operated two facilities in Campbell County located at 2212 Westover Road and 2009 S. Douglas Highway and desires to expand its operations in Campbell County, adding a satellite facility located at 2209 South Douglas Highway, Gillette, Wyoming, to include pari-mutuel wagering on live horse racing, historic horse racing and simulcast events;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE COUNTY OF CAMPBELL, WYOMING, that pursuant to W.S. §11-25-102(a)(vii)(B), the Campbell County Board of Commissioners approves Wyoming Downs, LLC to conduct pari-mutuel wagering on live horse racing, historic horse racing and simulcast events within Campbell County at facilities located at 2209 South Douglas Highway in addition to locations at 2212 Westover Road and 2009 S. Douglas Highway.

RESOLVED THIS _____ day of July, 2020.

ATTEST:

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

Susan Saunders, Campbell County Clerk

D.G. Reardon, Chairman



Corporate Offices
Wyoming Downs LLC
3611 S Lindell Road Ste 201
Las Vegas, NV 89103
T 702.362.3030
www.wydowns.com

Physical Race Track
Wyoming Downs
10180 Hwy 89 North
Evanston, WY 82930
T 307.789.7223 (RACE)

June 30, 2020

Campbell County Commission
Campbell County Commissioners
500 South Gillette Avenue Ste 1100
Gillette, WY 82718

***RE: July 7th, 2020 County Commission Meeting
Request for Resolution to conduct pari-mutuel simulcasting events at a new location in
Campbell County.***

Dear County Commissioners:

Wyoming Downs LLC respectfully submits information for your review in advance for consideration of and to approve a resolution from Campbell County allowing us to conduct pari-mutuel events as required by §W.S.11-25-110 at 2209 South Douglas Hwy, Gillette, WY. **(EXHIBIT A)** We respectfully request agenda inclusion for ***Tuesday, July 7th, 2020 or as soon thereafter as the commission meets.*** Should we be required to attend we would also be available for that.

The entity is Wyoming Downs LLC. Wyoming Downs currently conducts pari-mutuel simulcast wagering in Campbell County at 2212 Westover Road, Gillette WY through Resolution # 1830 and we are looking to open an additional OTB location in Campbell County at **2209 South Douglas Highway, Gillette, WY.**

In order to conduct pari-mutual simulcasting at a new location in Gillette, Wyoming Downs must provide a resolution from Campbell County permitting us to do business at the new location in the County. Pari-mutuel events are permitted by Wyoming Statute and were originally enacted in 1968. Pari-mutuel activity first started in Campbell County in 1981. **A 1% commission of the total amount wagered would be split 50/50 with Campbell County and Gillette.** The State of Wyoming Treasurer audits and distributes the funds.

Wyoming Downs Racetrack is located in Evanston and is the only privately owned racetrack in Wyoming. Live horse racing was conducted at Wyoming Downs for 14 days in 2019 and is currently approved to conduct live racing for 14 days in 2020. Wyoming Downs is authorized by the State of Wyoming to conduct events for the conduct of horse racing which includes racing, simulcasting, roping and a variety of horse events. We have a long history of conducting pari-mutuel business in Wyoming and have always conducted business in accordance with the rules and regulations of the Wyoming Gaming Commission (Formerly the Wyoming Pari-mutuel Commission). Wyoming Downs is required to be licensed annually by the WPC.

As far as the plan for Campbell County, a lease has been signed at 2209 South Douglas Hwy, Gillette, WY. This location will host the off track wagering (OTB) location which would offer pari-mutuel simulcasting and historical race events on various racetracks. Wyoming Downs would ensure that compliance with all county and city agency requirements are met. The leased area will feature televised races and the historic race terminals. The Wyoming Pari-mutuel Commission has approved United Tote and Amtote International as the totalizator vendor who is worldwide and the leader in the industry.

All Wyoming Downs LLC staff require background checks and fingerprinting by the Wyoming Gaming (Pari-mutuel) Commission as it's a strictly regulated industry by the State of Wyoming. We are governed by the State of Wyoming Gaming (Pari-mutuel) Commission which is appointed by the Governor.

Enrolled Act 46 - Historical events was authorized by the 2013 Wyoming legislature. The bill was signed by Governor Mead. The historical event terminal is also a tote terminal and operates wagering in the same manner as a standard tote terminal however it has interactive video components and bells and whistles. Historical Horse Race events will substantially benefit the Wyoming horse industry, increasing revenue to breeders, purses and race meets.

I may be contacted anytime at eric@wydowns.com or Mobile at 702.682.8918.

Respectfully,



Eric Nelson, Manager LLC
Wyoming Downs LLC

Attachments:

- | | |
|-----------|-------------------------------------|
| Exhibit A | Proposed Campbell County Resolution |
| | Proposed OTB Site information Sheet |
| | About Our Operation Info. Package |



CAMPBELL COUNTY - RESOLUTION TO OPERATE PARI-MUTUEL SIMULCAST

Location: 2209 South Douglas Hwy, Gillette, WY 82718 (known as Mingles)

To open approximately: July/August 2020

Proposed Business hours: 10:00am – 12:00am | 7 days

97 Historical Event Terminals

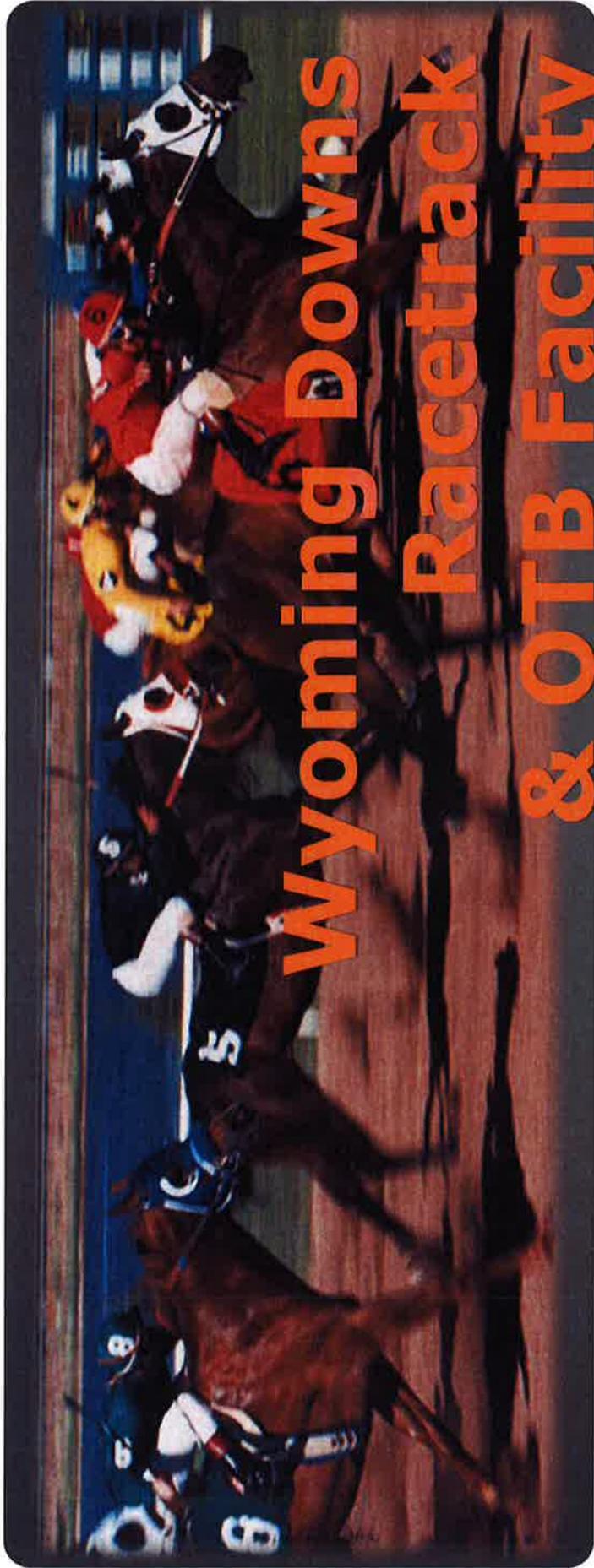
Historical Pari-mutuel Events was approved by the 2013 Legislature and signed by Governor Mead to benefit the Wyoming equine industry and agribusiness. The terminals show real races that have previously occurred. It allows the use new technology which provides opportunities for the consumer to participate in games of skill and judgment based on a database of 60,000 historical actual real races. This technology is currently being utilized in Kentucky and Arkansas and has hugely benefited the horse industry in those two states and saved their racing industry. The same pari-mutuel wagering system is utilized for historic races as with simulcast or live racing. Resolutions have been granted in Uinta, Albany, Laramie, Sheridan, Natrona, Sweetwater and Campbell counties. It was also approved by the Idaho legislature in 2013.

By statute, 1% of the total amount wagered attributable to historic pari-mutuel events goes to the city and/or county Wyoming Downs OTB is located in. The proposed location would split the commission 50/50.

Simulcast Racing

- Wyoming Downs Off Track Betting offers wagering on horse racing from tracks across North America seven days a week.
- Widescreen televisions display the races in the off track betting, whether it's for a big race day or to watch and wager on your favorite track.
- Plus add in exciting promotions to celebrate each sports season make the OTB a hub of constant activity and fun for patrons.





ABOUT OUR OPERATION

- Intent to operate leased space at 2209 South Douglas Hwy, Gillette
- Benefit to Campbell County and City of Gillette: 1% of gross revenue
 - Projected \$300,000 paid to Campbell County
 - Projected \$300,000 paid to City of Gillette



Contact Information

WYOMING DOWNS
Wyoming Corporate Office
1925 Harrison Drive
Evanston, WY 82930

Racetrack Physical Location
10180 Hwy 89 North
Evanston, WY 82930

Mailing Address:
3611 S Lindell Ste 201
Las Vegas, NV 89103

Contact: ERIC NELSON, Owner
Tel: (702) 362-3030 Ext 3
Mobile: (702) 682-8918
eric@wydowns.com

Rochelle McGowan Licensing Coordinator
Tel: (702)362-3030 Ext. 4
rmcgowan@wydowns.com

Proposed Gillette Business

Location:
Leased Space 2209 South Douglas
Gillette
Operate an OTB



Parimutuel wagering has been legal in Wyoming since 1968. Wyoming Downs OTB facilities have various locations throughout Wyoming. They offer the excitement of historical event terminals and wagering on simulcast horse and greyhound tracks.

Simulcast OTB

Wyoming Downs offers pari-mutuel wagering on horse racing from tracks across North America seven days a week.

Widescreen televisions display the races in the off track betting.

Whether it's for a big race day or to watch and wager on your favorite track, Wyoming Downs is the place to be for great simulcast action. Kentucky Derby, Preakness, Belmont Stakes, all of the big races will be offered.

Plus add in exciting promotions to celebrate each sports season make the OTB a hub of constant activity and fun for the patrons.

About Wyoming Downs

Wyoming Downs – Wyoming’s only private racetrack

Wyoming Downs was originally built and opened as a racetrack in 1985. To date, its investment in Wyoming is in excess of \$20 million dollars. It operates two business segments, Wyoming Downs, a racetrack in Evanston, Wyoming, and Wyoming Off-Track Betting (OTB), an off-track wagering system, which accepts wagers for out-of-state racetracks. Wyoming Downs OTB operates businesses in Evanston, Rock Springs, Laramie, Evansville, Sheridan, Gillette and Cheyenne. Wyoming Off-Track Betting (OTB) operates approximately 360 days per year. It accepts wagers on up to ten tracks per day. Under current state law, it is necessary to operate a live horseracing meet in order to operate simulcast locations. Wyoming Downs is the only privately owned racetrack in Wyoming. Our organization purchased it in 1998 and operated through 2006. We repurchased it in 2012.

The 2013 Wyoming Legislature passed Bill HB25 (Enrolled Act 46) which permits pari-mutuel wagering on historically held races through parimutuel terminals operating through RaceTech and Amtote.



Description and Location- Wyoming Downs Racetrack

Current Site Description

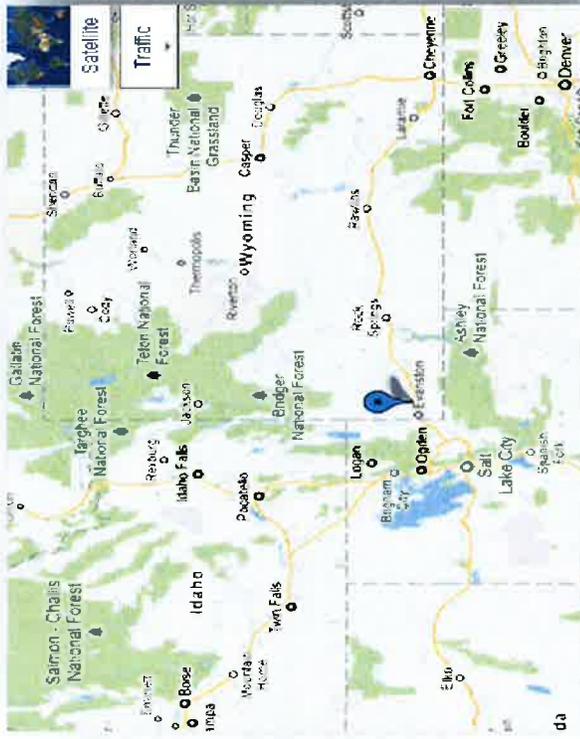
Wyoming Downs is situated on 186 acres, of which approximately 100+ acres is utilized to racing and the balance for pasture. The facilities feature: approximate 5,000 person grandstand; 7-1/2 furlong racing oval with 6 furlong and 550 chutes; race offices, horsemen's cafeteria; horsemen's RV park with 49 spaces with power, sewer and water. There are approximately 816 stalls with tack rooms. Wyoming Downs typically operates on weekends in the summer. The site has ample property for expansion.

Location

Wyoming Downs Racetrack is located on Highway 89, approximately 10 miles north of Evanston, Wyoming, in Uinta County, which is in the southwest corner of Wyoming along the Utah border. It is situated next to Bear River which is the newest incorporated town in Wyoming.

Major Cities Distances from Evanston

Salt Lake City	85 miles	Denver	471 miles
Cheyenne	357 miles	Montana	833 miles
Laramie	308 miles	Boise Idaho	378 miles



Pari-mutuel Licensing and Regulatory Compliance

The Wyoming Pari-mutuel Commission was established in 1967 , (now the Wyoming Gaming Commission), and is composed of seven members appointed by the Governor and confirmed by the Senate. All pari-mutuel is governed by Wyoming statute 11-25-101-113 and the Wyoming Gaming (Pari-mutual) Commission Rules and Regulations.

The primary goals of the Pari-Mutuel Commission are the protection of the wagering public and the health, safety and welfare of the participants in the events, both human and equine. The Commission strives to achieve this goal through an ongoing effort to improve the quality and integrity of Wyoming pari-mutuel events. This includes investigation of applicants for permits to conduct pari-mutuel events as well as applicants for license to participate in these events.

An Executive Director runs the day to day operations of the Wyoming Gaming (Pari-mutual) Commission. Their office is located in Casper, WY.

All Wyoming Downs employees and landlords go through a fingerprinting and background check by the State of Wyoming DCI and must be licensed annually.

The following page(s) contain the backup material for Agenda Item: [9:25 Change in Position Allocation Request, Fire Captain](#)

*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.

Request for Change in Position Allocation

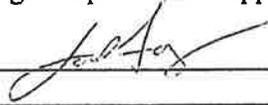
Current Classification Title of position if applicable: _____ Band/Range _____

Suggested Existing Classification Title for position: Captain Band/Range: FD3

Department Requesting Change in Allocation: Fire Department

Explain Request for Change in Allocation and effect on the budget: This additional Fire Captain will lead all facets of our seasonal wildland Firefighter program. Position will also assist B.C. of Training with entry level training, crew training, industrial training, shift coverage and overall training program assistance.

Effect on Budget: 2019-2020 budget surplus will be applied forward to 2020-2021 to support this position.

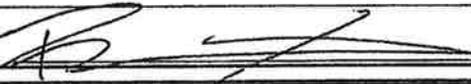
Department Head Signature:  Date: 7-13-2020

Submit this document to Human Resources/Risk Management Director for review. HR Director will forward to Budget Officer for review. Budget Officer will forward to the Commissioners' for approval. Please attach a list of actual job tasks to be performed and estimate the effect on the budget by Fiscal Year include source of funding.

Human Resources Review Date: 7-13-2020

Request is: Forwarded Returned

Reason for action: _____

Human Resources Signature: 

Budget Officer Review Date: _____ - _____ - _____

Request is: Forwarded Returned

Reason for action: _____

Budget Officer Signature: _____

County Commissioners Review Date: _____ - _____ - _____

Request is: Approved Denied

Chairperson Signature: _____ Date: _____

Distribution of Finalized Form: Original-HR: Copy-Classification File: Copy-Department Head

The following page(s) contain the backup material for Agenda Item: [9:30 Community Services Juvenile Board \(CSJB\) 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: Community Services Juvenile Board Grant Contract

DATE: 07/08/2020

Attached you will find a contract for the Community Services Juvenile Services Board (CJSB). These funds are utilized to provide services for the Community Services Juvenile Services Board. They are used by the Yes House for their 48 Hour Hold program and their Project Choice program; by the Juvenile Detention Center to obtain proper training for the juvenile detention center officers and by the Juvenile and Family Drug Court program for substance abuse and mental health components of their program. Normally this contract covers 2 fiscal years, but due to budget cuts in the program, they have only been funded for one year at this time in the amount of \$60,972.00. These funds come to the County from the Department of Family Services and are State funds. Jim Lyon will be presenting this contract.

Thank you!



WYOMING DEPARTMENT OF FAMILY SERVICES

June 8, 2020

Campbell County CJSB
500 S. Gillette Ave.
Gillette, WY 82716

RE: July 1, 2020 Community Juvenile Service Board Contracts & Funding

Dear Board Members,

As I'm sure you are aware, projected state revenues over the next biennium have declined significantly since the original 2021/2022 budget was established by the Wyoming State Legislature. As such, the Department of Family Services (DFS) has been tasked with evaluating current and planned spending of general fund dollars. To allow time for a thorough program and budget review without holding or suspending agreements, DFS has decided to move forward with executing the Community Juvenile Service Board contracts for a term of one (1) year rather than two (2) years. You will see that change reflected in the total contract amount. As work progresses on DFS' budget review, and to the extent any reductions impact the availability of program funding moving forward, you will receive notification at least thirty (30) days prior to the implementation of any change.

If you have any questions, please contact Brandon Schimelpfenig at brandon.schimelpfenig1@wyo.gov. We sincerely appreciate your patience with us as we navigate this unprecedented time.

Sincerely,


Lindsey D. Schilling
Senior Administrator, Social Services Division
WY Department of Family Services

per letter- adjusted
budget for 2021 w/
Susan.

Mark Gordon, Governor
Korin A. Schmidt, Director

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

1. **Parties.** The parties to this Contract are the State of Wyoming, Department of Family Services (Agency), whose address is: 2300 Capitol Avenue, Third Floor, Cheyenne, Wyoming 82002-0490, and Campbell County Board of County Commissioners (Contractor), whose address is: 500 South Gillette Avenue, Gillette, Wyoming 82716
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide services for the Community Juvenile Services Board per Wyo. Stat. § 14-9-108(a)(iv).
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from Effective Date or July 1, 2020, whichever is later, through June 30, 2021. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Section 5 below. Total payment under this Contract shall not exceed sixty thousand, nine hundred seventy-two dollars (\$60,972.00). Invoices shall be submitted on the Monthly Invoice form template, attached hereto as Attachment D, and incorporated herein by this reference. Payment shall be made based on actual expenditures pursuant to the Budget Proposal for July 1, 2020 through June 30, 2021, Attachment A, which is attached to and incorporated into this Contract by this reference. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.
 - C. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.
5. **Responsibilities of Contractor.** The Contractor agrees to:
 - A. Maintain a central intake and assessment of juveniles referred for services within the established service area, with an initial point of contact within the community;

- B. Provide services, available to all referred juveniles, which follow the tenants of Balanced and Restorative Justice, focused on accountability, competency development, and community safety. Juveniles in communities shall be provided services in at least one of each of the following areas:**
- (i) Accountability:**
 - (a) Victim-offender mediation and dialog;**
 - (b) Family group conferencing;**
 - (c) Peacemaking circles;**
 - (d) Financial restitution to victims;**
 - (e) Personal services to victims;**
 - (f) Community service;**
 - (g) Written or verbal apology to victims and other affected persons;**
 - (h) Community or neighborhood impact statements; or**
 - (i) Victim empathy groups or classes.**
 - (ii) Competency Development:**
 - (a) Work experience in jobs involving meaningful skills;**
 - (b) Service learning;**
 - (c) Participation in resource and action teams (problem solving for real issues);**
 - (d) Cognitive and decision making skills training;**
 - (e) Dispute resolution and mediation training and practice; or**
 - (f) Emotional control training.**

(c) April 15, 2021; covering the period of January 1, 2021 through March 31, 2021; and

(d) July 15, 2021; covering the period of April 1, 2021 through June 30, 2021.

G. Acknowledge that Agency reserves the right to request additional information from the Contractor that is not included in monthly or quarterly reports in a form prescribed by the Agency; and

H. Provide the Agency a copy of last annual compliance audit or last financial statement (whichever is appropriate) with submission of first invoice.

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

A. Pay Contractor in accordance with Section 4 above;

B. Provide technical assistance, consultation, and coordination as needed and requested by the Contractor;

C. Evaluate the performance of the Contractor;

D. Approve or disapprove invoices submitted by the Contractor for payment; and

E. Provide format for:

(i) Budget Proposal– Attachment A;

(ii) Strategic Plan form template – Attachment B, which is attached to and incorporated into this Contract by this reference;

(iii) Quarterly Report form template – Attachment C;

(iv) Monthly Invoice form template – Attachment D; and

(v) Quarterly ROM Data Point spreadsheet – Attachment E

7. **General Provisions.**

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

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms

"hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

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

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

- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject

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

- I. **Entirety of Contract.** This Contract, consisting of ten (10) pages; Attachment A, Budget Proposal for July 1, 2020 through June 30, 2021, consisting of four (4) pages; Attachment B, Strategic Plan Template, consisting of three (3) pages; Attachment C, Quarterly Report, consisting of one (1) page; Attachment D, Monthly Invoice form, consisting of one (1) page; and Attachment E, Quarterly ROM Data Point Spreadsheet, consisting of one (1) page, 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.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- K. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.
- L. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. **Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by

the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.

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

Agency: State of Wyoming, Department of Family Services, dfs.wyo.gov, fax number 307-777-3693.

Contractor: Campbell County Board of County Commissioners, fax number 307-687-6325.

- Q. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- R. Patent or Copyright Protection.** The Contractor 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 Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- S. Prior Approval.** This 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).

- T. Insurance Requirements.** Contractor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it carries traditional insurance coverage, and shall provide a letter verifying its coverage to the Agency.
- U. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- V. 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.
- W. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- X. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- Y. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- Z. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this 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.

- AA. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- BB. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- CC. 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.
- DD. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency. The Contractor'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.

8. **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:
STATE OF WYOMING, DEPARTMENT OF FAMILY SERVICES**

Korin A. Schmidt, Director

Date

Lindsey Schilling, Social Services Senior Administrator

Date

**CONTRACTOR:
CAMPBELL COUNTY BOARD OF COUNTY COMMISSIONERS**

DG Reardon, Chair

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Margaret A. R. Schwartz, Assistant Attorney General

Date

Attachment A

Wyoming Community Juvenile Services Boards

BUDGET PROPOSAL FOR JULY 1, 2020 THROUGH JUNE 30, 2022

* For CJSBs existing and in contract with DFS as of 01/01/2020

County:		Campbell
Submitted By:		Jim Lyon, Jr., Campbell County Juvenile and Family Drug Court/Juvenile Probation Office, Director
Line Items	Details/Information for Line Item	Amount Requested
ADMINISTRATIVE COSTS		
Salaries and Wages	Describe the positions and the salary each will receive in this line item.	N/A
Travel	List any costs associated with travel, both in state and out of state related to training, CJSB development, client related	N/A
Office Space	Indicate monthly rent and utilities for office space. Include number of offices and addresses of each.	N/A
Office Supplies	List the office supplies you will typically purchase with this line item.	N/A
Computer Hardware	List the computer hardware and software you will purchase with this line item. (Computer, printer, keyboard, mouse, screen, etc.)	N/A
Photocopier	List photocopier costs here. Include the purchase price of a photocopier if applicable as well as the cost of coples, paper, etc.	N/A
Postage	Indicate average monthly cost of postage.	N/A
Advertising	Indicate types of advertising used, the cost per/unit, what the advertising is for, and how often advertising is used.	N/A
Equipment Maintenance	Describe equipment, including make and model and year of equipment to be maintained using this line item. Describe types of maintenance needed.	N/A
Equipment Rental/Purchase	Describe equipment rented or purchased including make, model, year, what it will be used for and total cost. If rented on a month-to-month basis, include monthly cost.	N/A
Case Management System	List any costs associated with the case management system. Include data entry cost.	N/A
Professional Services Contract (Please Specify)	List all professional service contracts the court has entered into. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract.	N/A
Other Administrative Costs	List all other administrative costs. Include names, addresses, phone numbers if applicable. Specify amount of each and reason for cost.	N/A
Central Point of Intake	Describe costs for implementing and maintaining a central point of intake. Examples include hiring staff to administer the PACT Assessment, expenses associated with 24-hour intake (such as on-call expenditures), implementation of a central intake center.	
	The Central Point of Intake is established and operated through the County Attorney's Office. No funds are being requested for this area.	N/A
Diversion Detention/Shelter Care	Describe costs for the implementation and maintenance for a juvenile diversion program and expenses associated with the creation/maintaining of detention/shelter care standards. Examples include but are not limited to funding for juvenile diversion programs and funding for Alternatives to Detention programs.	
1. Alternative to Detention - 48-Hour Hold for Status Offenders	The 48-Hour Hold Program for Status Offenders at the YES House is an alternative to jail for status offenders and encompasses a preventative approach to incarceration. Services provided include counseling and family re-unification services as well as giving youth access to advocacy and supervision in a safe, structured environment. All efforts are made to place a child back in their home, with a relative or at the Crisis Shelter prior to placement in detention. The CJSB Program funding will allow continuation of the program by augmenting Crisis Shelter staff to enable sufficient supervision and support for at-risk youth residing in their care. The requested funding will be utilized for staffing.	\$45,000.00
2. Alternative to Detention - Project Choice	Project Choice staff will provide crisis intervention services and supervision to youth 18 and under, who need a safe environment or temporary hold if involved in status or non-status offenses. These services will be utilized when law enforcement cannot place a child in the custody of their parent/guardian or the youth is not appropriate for placement at the YES House Crisis Shelter due to disruptive, aggressive behaviors, suicidal tendencies or the need for emergency mental health services. Project Choice, one-on-one staffing, is provided in the least restrictive and most appropriate environment which includes: Law Enforcement Center, Campbell County Memorial Hospital, or the YES House. The requested funding will be utilized for staffing.	\$31,500.00
3. Alternative to Detention - Training for Juvenile Detention Officers	During this biennium the Campbell County Juvenile Detention Center will be continuing to develop juvenile detention officer competencies. State standards currently require juvenile detention officers to obtain 20 hours of juvenile specific training annually as opposed to Peace Officer Training Standards which only require 20 hours over two years. The funding request will be utilized to train Juvenile Detention Officers and/or other Continuum of Care staff, in Corrective Thinking or other equivalent training, Alternative to the Use of Restraints and Isolation on Juveniles, Mental Health Issues in a detention setting, and other issues effecting conditions of confinement that will impact a juvenile's re-entry into the community.	\$2,700.00
Non-Secure Continuum of Care	Describe costs associated with the development and implementation of a non-secure continuum of care. Examples include program costs for early intervention, diversion, community services, graduated sanctions and other services provided within the CJSB service area. Non-secure also includes aftercare and transition.	

Attachment A

6. Continuum of Care/Graduated Sanction - Juvenile & Family Drug Court Program	The Juvenile & Family Drug Court assists Campbell County in coming into compliance with the Juvenile Justice and Delinquency Prevention Act by offering an alternative to incarceration and other long-term residential placements for juveniles entering the criminal justice system due to their dependency on alcohol and other substances. The program involves both the juvenile and parents/guardians and includes weekly court appearances, intensive supervision probation, multiple weekly random drug testing, substance abuse treatment, individual and family counseling and use of immediate sanctions and incentives. Funding through the CJSB Program will ensure continuation of intensive supervision probation and both substance abuse and mental health treatment. The requested funding will be utilized to continue the substance abuse and mental health components as well as intensive supervision probation and administrative support for the program.	\$42,744.00
Identification of Other Funds	Describe costs associated with the identification of other funding. Examples include grant writing and other costs associated with the identification of other funding sources and operational costs.	
	During this biennium no additional expenses are requested in this project area. Since sustainability is CJSB's primary focus, the requested funds would be allocated to the requested areas above.	
MISCELLANEOUS EXPENSES (Please Specify)	Specify any expenses not yet listed. Describe each item in detail, specifying cost and reason for line item.	
	No additional expenses are requested for this line item at this time.	
Total Funding Request	Funding request for the entire funding period:	\$121,944.00

Attachment A

In-Kind Match

Community Juvenile Services Boards funding awards will be met with a fifteen percent (15%) in kind match from non-state funds. The match may include donations of expendable equipment, office supplies, workshop or education and training materials, workspace, or the monetary value of time contributed by professional and technical personnel and other skilled and unskilled labor. If the services provided are an integral and necessary part of the CJSB, the value placed on loaned or donated equipment may not exceed its fair market/rental value. The value placed on donated services must be consistent with the rate of compensation paid for similar work in the organization or the labor market. Fringe benefits may be included in the valuation. Volunteer services must be documented and, to the extent feasible, supported by the same valuation methods used by the recipient organization for its own employees. The value of donated space may not exceed the fair rental value of comparable space, as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality. The value for donated fungible goods shall be reasonable and not exceed the fair market value at the time of the donation. The basis for determining the value of personal services, materials, equipment, and space must be documented.

Total eligible amount requested:		\$121,944.00
Amount required for in-kind match:		\$18,291.60
Source of Match	Description	Value
Monetary value of time contributed by professional personnel:	Time spent per month calculated at two hours per month for Sheri England, Charlene Edwards, Erica Wood and Aspen Rech. Time spent per month calculated at one hour per month for Jane Glaser, Jim Hloucal, Kip Farnum, and Donna Morgan. Time spent per month calculated at three hours per month for Tatyana Walker for Fiscal monitoring/reporting. Time spent per month calculated at five hours per month for Jim Lyon, Jr. In addition, Jim Lyon Jr. and Erica Wood also compile and disseminate CJSB ROM data on a quarterly basis.	\$9,023.04
	Juvenile Probation Office Space = 824 square feet x \$12.00 / square foot = \$9,888.00. Computer for Administrative Assistant = \$1,000.00. Telephone for Administrative Assistant = \$145.00	\$11,033.00
	Jim Lyon, Jr. anticipates donating 20 hours of his time to the grant writing process = \$848.20. Megan Kincaid-Heidel anticipates donating 20 hours of her time to the grant writing process = \$426.60	\$1,274.80
Total Value of in-kind match:		\$21,330.84

Attachment B

Community Juvenile Services Board

Strategic Plan template

Central Intake and Assessment

1. Vision, Values, Mission
 - A. What is the Vision of the board:
 - B. What are the Values, Mission, and Philosophy?
2. Describe how the single entry process for the County per Wyo. Stat. § 14-6-203(f).
3. At what point will the Washington State Assessment be used in the Central Point of Intake?
 Initial appearance Receipt of referral to Prosecutor's Office Upon citation/referral
 - A. Who will administer the Washington State Assessment?
 County Probation Department of Family Services Diversion
 Law Enforcement Prosecutor's Office
4. Describe the provision for confidentiality ranging from intake to diversion as described in Wyo. Stat. § 14-6-203(g).
5. Describe the community's Strategic Central Intake and Assessment Plan:

Detention/Shelter Care

1. At what point in time is the JDRA administered to a child?
 - A. What is the determination for what youth will be assessed by the Juvenile Detention Risk Assessment?
 - B. Who will administer the Juvenile Detention Risk Assessment?
2. Describe the use of detention alternatives including shelter care, staff secure detention, or home monitoring:
3. How will twenty four (24) hour intakes be processed?
4. Describe the criteria for notification and involvement of parents/guardians ranging from intake to disposition.
5. Describe the community's Strategic Detention/Shelter Care/ 24 hour intake Plan:

Attachment B

Continuum of Care

1. Target Population:

A. Specific Ages targeted:

2. Assets/Needs

What does the cumulative prospective Board view as the primary issue facing the following areas. If needs are listed, please describe the plan to address the needs in the Continuum of Care strategic plan of this section (question 2):

A. Community:

1. Describe assets of community:

2. Describe needs of community:

B. Family:

1. Describe assets of services related to families in jurisdiction:

2. Describe needs of services related to families in jurisdiction:

C. School:

1. Describe assets of school:

2. Describe needs of school:

D. Youth:

1. Describe assets of services related to youth in jurisdiction:

2. Describe needs of services related to youth in jurisdiction:

E. Describe the strategic plan to address needs in each of the following areas:

1. Community:

2. Family:

3. School:

4. Youth:

F. Describe services available for the following risk levels:

1. Low risk youth:

2. Moderate risk youth:

3. Moderate-High risk youth:

4. High risk youth:

2. Describe the Continuum of Care strategic plan, detailing services available within the specific region, ranging from early intervention to transition from out-of-home placement.

Attachment B

Funding and Planning

1. **Who/what agency will be responsible for exploring other funding sources and operational costs for local juvenile services?**
2. **What will be the process to measure outcomes from CJSB efforts?**
3. **What is the sustainability plan for CJSB programs and planning efforts?**

Attachment C

Q1=Jan. 1--Mar 31	Q3=Jul. 1--Sept. 30	Wyoming Community Juvenile Services Board (CJSB) Quarterly Report Spreadsheet
Q2=Apr.1--Jun.30	Q4=Oct. 1--Dec. 31	
County:		
Quarter and Year:		

Please report on the following rates:

1) Placement Rates	Number of youth in out-of-home placements:	
	Average length of stay in placements:	
	Number of re-entries into placement:	
	Number of days in placement for all juveniles:	
2) Education Rates	Graduation Rates by school district:	
	School Attendance rates:	
	Statewide performance assessment rates:	
3) Juvenile Delinquency Rates	Using the Uniform Crime Report as prepared by the Wyoming Attorney General's Office, Division of Criminal Investigation:	
4) Detention Rates	Number of juveniles in detention:	
	Average length of stay in detention:	
	Number of re-entries into detention:	
	Number of days in detention for all juveniles:	
5) Case and Service Rates	Number of new adjudicated youth, as established by the Department of Family Services:	
	Number of youth receiving services in-home/community versus out-of-home placements and costs associated with the services (as established by Department of Family Services and the CJSB Single Point of Entry):	
	Number of juvenile offenders served and the dispositions of their cases as established by the CJSB Single Point of Entry (aggregate data only):	
	Scope of juvenile offender services identified or developed by the CJSB (established by the CJSB):	

Attachment D

MONTHLY EXPENDITURE REPORT FORM AND INVOICE

SUBMIT TO:
 Department of Family Services
 2300 Capitol Avenue, 3rd Floor
 Cheyenne, WY 82002

Name of project:
 Person completing form:
 Address:
 Phone number: Invoice # :

COST DESCRIPTION	MATCHING FUNDS	MONTHLY EXPENDITURES	YEAR-TO-DATE	BUDGETED AMOUNT	BALANCE
Administrative					
Personnel					
Rent / Mortgage					
Computers/equipment/maintenance					
Communication, Postage, Printing					
Supplies					
Travel					
Utilities					
Advertising					
Other					
Programs / Services					
(1)Contracted services/programs	Name:			Strategy area**:	
Administrative					
Direct services					
Other					
(2)Contracted service/program	Name:			Strategy area**:	
Administrative					
Direct services					
Other					
(3)Contracted service/program	Name:			Strategy area**:	
Administrative					
Direct services					
Other					
(4)Contracted service/program	Name:			Strategy area**:	
Administrative					
Direct Services					
Other					
TOTALS:					

Invoice expenditure total:
 Date submitted:
 Expenditures for Month/Year:
 Submit Payment to:

**Strategy area key:

CJSB areas:	1 = continuum of care	JDAI areas:	5 = collaboration	9 = case processing
	2 = central intake/assessment		6 = data	10 = special cases
	3 = detention		7 = screening tool	11 = racial disparities
	4 = funding		8 = alternatives	12 = detention conditions

SIGNATURE: _____

DATE: _____

Attachment D to the Contract between State of Wyoming, Department of Family Services and
 Campbell County Board of County Commissioners

The following page(s) contain the backup material for Agenda Item: [9:35 Physical and Cyber Security 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: Physical and Cyber Security Funding

DATE: 07/08/2020

Attached you will find a contract for the Wyoming Secretary of State's Office Physical and Cyber Security Funding request application. These funds will be used to install key fob access to doors in the elections office and equipment storage room, install three cameras within the elections office and equipment storage room and to increase physical security to the door in the basement of the courthouse. The award amount is \$19,228.34. These funds are State funds. Charity Stewart will be presenting this contract.

Thank you!

**CONTRACT BETWEEN
WYOMING SECRETARY OF STATE'S OFFICE
AND
CAMPBELL COUNTY CLERK'S OFFICE**

1. **Parties.** The parties to this Contract are the Wyoming Secretary of State's Office Agency), whose address is:122 W 25th St, Suites 100 and 101, Cheyenne, WY 82002-0020, and the Campbell County Clerk's Office (County), whose address is: 500 South Gillette Avenue, Suite 1600, P.O. Box 3010, Gillette, WY 82716/82717.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the County shall utilize the requested funding to a) install key fob access to doors in the elections office and equipment storage room; b) install three cameras within the elections office and equipment storage room; and c) increase the physical security to the door in the basement of the courthouse. Reference Attachment A – Campbell County's WYSOS Physical and Cyber Security Funding Request application, which is attached to and incorporated into this Contract by this reference.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from Effective Date through October 15, 2020. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the County for the services described in Section 5 below and Attachment A. Total payment shall not exceed nineteen thousand, two hundred twenty-eight dollars and thirty-four cents (\$19,228.34). Payment shall be made to the County once the Contract is effective.
 - B. No payment shall be made before the Effective Date of this Contract. Should the County 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 County performs its duties and responsibilities to the satisfaction of Agency.
 - C. Except as otherwise provided in this Contract, the County shall pay all costs and expenses, including travel, incurred by County or on its behalf in connection with County's performance and compliance with all of County's obligations under this Contract.
5. **Responsibilities of County.** The County agrees to:
 - A. Complete the project described in Attachment A.
 - B. Purchase the hardware and materials appearing in Attachment B – Estimate of Cost, which is attached to and incorporated into this Contract by this reference. The County shall implement such hardware and materials in the Campbell County

environment thereby further protecting Campbell County's voting equipment from physical threats and ensuring the integrity of upcoming elections.

- C. Within ten (10) days of completion of the project described in Attachment A, provide a report to the Agency which contains the following:
 - (i) Zero-balance receipt(s) for the purchase of the hardware and materials in Attachment B and the date on which the project was complete.
 - (ii) Information about how the completion of this project mitigates the County's risk in relation to elections as critical infrastructure.
 - (iii) Information about how the County plans to continue to mitigate cyber and physical security risks in relation to elections as critical infrastructure.

6. **Responsibilities of Agency.** The Agency agrees to pay County in accordance with Section 4 above.

7. **Special Provisions.**

- A. **Assumption of Risk.** The County shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the County's failure to comply with state or federal requirements. The Agency shall notify the County of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** County agrees all activities under this 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 sub-awards under the award.
- D. **Kickbacks.** County 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 County 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, County certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by County or its sub-grantees 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 County or its sub-grantees. 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 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 Contract.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the County 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, County 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, County 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.** County agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** County acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which County purchases ownership using funds awarded under this Contract. County must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** County agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. County agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, County shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification.** County hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. County should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- O. Program Income.** County shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.

8. General Provisions.

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

“hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The County 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 County which are pertinent to this Contract.
- 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 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 Contract or may award contracts to other grantees for work related to this Contract. The County shall cooperate fully with other grantees and the Agency in all such cases.
- G. Compliance with Laws.** The County shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this 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 County in the performance of this Contract shall be kept confidential by the County unless written permission is granted by the Agency for its release. If and when County receives a request for information subject to this Contract, 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 Contract.** This Contract, consisting of nine (9) pages; Attachment A, Campbell County’s WYSOS Physical and Cyber Security Funding Request

application, consisting of four (4) pages; and Attachment B, Estimate of Cost, 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 conflict between payment terms stated in the Contract and Attachment B and those stated in Attachment A, the payment terms stated in the Contract and Attachment B shall govern over those stated in Attachment A.

- J. Ethics.** County shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing County's profession.
- K. Extensions.** Nothing in this 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 County 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 County shall be free from control or direction over the details of the performance of services under this Contract. The County shall assume sole responsibility for any debts or liabilities that may be incurred by the County 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 County or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The County agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the County or the County's agents or employees as a result of this 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 County in the performance of this Contract. Upon termination of services, for any reason, County agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Patent or Copyright Protection.** The County recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the County or its sub-grantees will violate any such restriction. The County shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This 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., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- 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 County 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 County shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- 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 County fails to perform in accordance with the terms of this Contract.
- X. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- Y. **Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- Z. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- AA. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- BB. **Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the County of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

WYOMING SECRETARY OF STATE'S OFFICE

Karen L. Wheeler, Deputy Secretary of State

Date

COUNTY:
CAMPBELL COUNTY CLERK'S OFFICE

Susan G. Saunders, Campbell County Clerk
Authorized Signatory for County

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Bobbi K. Owen, Assistant Attorney General

7-2-2020
Date

Attachment A

Campbell County's WYSOS Physical and Cyber Security Funding Request Application

WYSOS Physical and Cyber Security Funding Request

This funding request is being submitted to the Wyoming Secretary of State's Office (WYSOS) for consideration of funding assistance to the county making application for physical and/or cyber security improvement funds.

Counties requesting WYSOS funding assistance must commit to implementing the related project prior to August 1, 2020.

Incomplete requests may not be considered.

1. County *

Campbell

2. Mailing Address *

PO Box 3010

3. Point of Contact Name *

Charity Stewart

4. Point of Contact Telephone *

307-686-1892

5. Point of Contact Email Address *

cds02@ccgov.net

6. Are you requesting funding assistance for physical security improvements or cyber security improvements? *

- Physical Security Improvements
- Cyber Security Improvements
- Both

7. If your project involves physical security improvements, please tell us which recommendations from the assessment report you are implementing.

Add key fob access to 2 doors in the elections office and 2 doors to the election equipment storage room located in the basement of the courthouse.

Add a total of 3 cameras to both locations and tie them into the already existing CCTV system at the courthouse.

Increase the physical security to the double door in the basement, including top and bottom bolts.

8. If your project involves cyber security improvements, please describe the project and how it supports elections and cyber security.

N/A

9. How will your project increase the capability or reduce vulnerabilities in protecting, preventing, responding, or recovering from an act of terrorism in relation to elections as critical infrastructure? *

These measures will further limit access to the secure areas where both election information and equipment are stored. Adding key fob entry provides a record of who enters the space and cameras provide further evidence, if needed.

10. What is the funding amount you are requesting? *

Supporting documentation such as quotes or bid information needs to be submitted to Andrea.Byrne@wyo.gov.

\$20,000

11. Milestones: Please submit a minimum of three (3) milestones. *

Milestones should represent a logical progression of the project to allow for realistic monitoring and management. Please include target dates for completion of each milestone.

1. Purchase necessary electronic equipment.
2. Add hardware to the basement double door.
3. Schedule installation of key fob entry and cameras.

Due to the current COVID-19 pandemic, we are unable to provide a proper timetable for the steps to be completed.

12. Are you currently utilizing, or have you utilized, any of the free DHS election cyber security services? *

Yes

No

13. If yes, describe which services and when those services started in your county.

Campbell County has signed up to receive regular updates and also plans to utilize the free cyber security review in the future.

14. Email Address of Respondent *

cds02@ccgov.net

This form was created inside of State of Wyoming.

Google Forms



Attachment B Estimate of Cost

IT OUTLET INC

Sales Proposal 54907

Date 6/4/2020

Terms NET 30

Valid for 30 days

SO 0

Customer	Ship To	Proposal By
CAMPBELL COUNTY WYOMING ATTN: ACCOUNTS PAYABLE 500 S. GILLETTE AVE #B700 GILLETTE, WY 82716 United States	CAMPBELL COUNTY WYOMING TECHNOLOGY SERVICES 500 S. GILLETTE AVE #B700 GILLETTE, WY 82716 United States	IT OUTLET INC 701 E 52nd St N Sioux Falls, SD 57104 United States
Attn: Lyle Foster	Attn: Lyle Foster	Attn: Justin Blom Fax: 855-275-4195 Email: jblom@itoutlet.com

Line	Item	Mfgr	Description	Qty	Unit Price	Extended
0001	01177-001	AXIS	M3057-PLVE 6 MEGAPIXEL NETWORK CAM Color, Monochrome - 65.62 ft Night Vision - H.264, MPEG-4 AVC, Motion JPEG - 3072 x 2048 - 1.60 mm - RGB CMOS - Cable - HDMI - Dome - Pole Mount, Recessed Mount, Corner Mount, Ceiling Mount, Pendant Mount, Parapet Mount, Wall Mount ILLUM VANDAL New	3	589.00	1,767.00

Your Price	\$ 1,767.00
-------------------	--------------------

All Currency Totals are in US Dollar

Full Name _____ Signature _____

You may use this form as a purchase order. Initial the items you want to purchase, enter Purchase Order (if any), sign, then mail, email or fax back to us

PO _____

TEMPERATURE TECHNOLOGY INC.

(TEM-TECH)

P. O. BOX 9063
RAPID CITY, SOUTH DAKOTA 57709
605-343-1144
FAX: 605-343-8446

SCOPE LETTER

DATE: June 1, 2020

JOB NAME: Campbell County Courthouse 3 Door Accesses

TO: Lyle

SCOPE: Provide and install all door hardware and door access controls for three doors in the Courthouse. Election Office doors and Ballot Storage door. All material, labor, checkout, and programming are included. Architectural Specialties number is included in this quote.

AMMENDMENTS ACKNOWLEDGED:

BASE BID: \$14,961.34

EXCLUSIONS:

TEMPERATURE TECHNOLOGY, INC.



Brad Ehresmann

Temperature Technology, Inc. is a Minority Owned Company

The following page(s) contain the backup material for Agenda Item: [9:40 Memorandum of Understanding, Wyoming Department of Health](#)

*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: Memorandum of Understanding

DATE: 07/15/2020

Attached is a Memorandum of Understanding from the Wyoming Department of Health. The purpose of this agreement is to set forth the terms and conditions in which the County shall utilize grant funds for public health personnel salaries to support contact tracing and other outbreak response activities. This grant is effective March 13, 2020 through December 30, 2020. The award amount is \$803,328.00. These are federal funds. Jane Glaser will be presenting this Memorandum.

Thank you!



Public Health Division
122 West 25th Street, 3rd Floor West
Cheyenne, Wyoming 82002
(307) 777-6004 • 866-571-0944
Fax (307) 777-8264 • www.health.wyo.gov



Michael A. Ceballos
Director

Mark Gordon
Governor

July 10, 2020

Ref: PHSS-2020-180

Campbell County
Jane Glaser, RN, MSN, APHN-BC, Nursing Director
2301 S 4-J Rd.
Gillette, WY 82718

Dear Ms. Glaser:

Enclosed are the Memorandum of Understanding (MOU), Attachment A, Statement of Work, and Attachment B, Business Associate Agreement, between the Wyoming Department of Health, Public Health Division, and Campbell County to utilize grant funds for public health personnel salaries to support contact tracing and other outbreak response activities, County Health Officer pay for outbreak response activities, and human SARS-CoV-2 testing costs.

Review the MOU and Attachments. Do not make any changes to the MOU or Attachments. Sign and date the MOU as indicated using BLUE INK. Stamped or electronic signatures are not accepted. Return the original signed/dated MOU and the original Attachments to me in the enclosed pre-paid, self-addressed FedEx Pak.

If you have questions regarding the MOU, contact Angie Van Houten, Community Health Section Chief at angie.vanhouten@wyo.gov or (307) 777-2067.

Sincerely,

A handwritten signature in blue ink, appearing to read "Debbie Driscoll".

Debbie Driscoll, Executive Assistant
Public Health Division

DJD/djd

Enclosures: MOU
Attachment A, Statement of Work
Attachment B, Business Associate Agreement

c: Angie Van Houten, MS, Chief, Community Health Section, Public Health Division

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

1. **Parties.** The parties to this Memorandum of Understanding (Agreement) are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, and Campbell County (County), whose address is: 500 South Gillette Avenue, Suite 1600, Gillette, Wyoming 82716. This Agreement concerns the Public Health Division.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the County shall utilize grant funds for public health personnel salaries to support contact tracing and other outbreak response activities, County Health Officer pay for outbreak response activities, and human SARS-CoV-2 testing costs.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The performance period of the Agreement is from March 13, 2020 through December 30, 2020. All services shall be completed during this term.

This Agreement may be extended twice by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

4. **Payment.**
 - A. The Agency agrees to pay the County for the services described in Section 5, below, and in Attachment A, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed eight hundred three thousand, three hundred twenty-eight dollars (\$803,328.00). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. County shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Total federal funds provided under Catalog of Federal Domestic Assistance (CFDA) Number 21.019 shall not exceed eight hundred three thousand, three hundred twenty-eight dollars (\$803,328.00).
 - B. No payment shall be made for work performed prior to March 13, 2020. Should the County fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the County performs its duties and responsibilities to the satisfaction of Agency.
 - C. When the County is working at a location requiring an overnight stay, the County shall be reimbursed at the rates set out in Wyo. Stats. §§ 9-3-102 and 9-3-103.

5. **Responsibilities of County.** The County agrees to:
- A. Provide the services and comply with the duties described in Attachment A.
 - B. Abide by the terms of the Business Associate Agreement (BAA), Attachment B, which is attached to and incorporated into this Agreement by this reference.

6. **Responsibilities of Agency.** The Agency agrees to:
- A. Pay County in accordance with Section 4 above.
 - B. Provide support as described in Attachments A.
 - C. Monitor and evaluate the County's compliance with the conditions set forth in this Agreement.

7. **Special Provisions.**

- A. **Assumption of Risk.** The County shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the County's failure to comply with state or federal requirements. The Agency shall notify the County of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** County agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** County certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If County breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- E. Limitations on Lobbying Activities.** By signing this Agreement, County certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by County or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, MOU, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by County or its 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 Agreement; and to observe personnel in every phase of performance of Agreement related work.
- G. Nondiscrimination.** The County shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the County and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Administration of Federal Funds.** County agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.* any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- K. Copyright License and Patent Rights.** County acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which County purchases ownership using funds awarded under this Agreement. County

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

- L. Federal Audit Requirements.** County agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. County agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, County shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- M. Non-Supplanting Certification.** County hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. County should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- N. Program Income.** County shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.
- O. Health Equity.** The County shall ensure that services are equitable to under-resourced, socially disadvantaged, and ethnically diverse groups; provide services that are culturally and linguistically appropriate; collect demographic information, to the extent practicable; and engage in partnerships with other public or private providers to eliminate health disparities and improve the health of all people.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement. After July 1, 2018, under § 35-1-243(c), the County may not amend this Agreement to change the system of under which PHN services are provided as described in Attachment A, unless the Agency consents to the amendment. The termination of a portion of this Agreement associated with Attachment A or the provision of PHN services constitutes a change to the system under which PHN services are provided under Wyoming Statute § 35-1-243(c).
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer

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

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

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

- I. Entirety of Agreement.** This Agreement, consisting of twelve (12) pages; Attachment A, Statement of Work, consisting of two (2) pages; and Attachment B, Business Associate Agreement, consisting of six (6) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control, with the exception of that contained in Attachment B, Business Associate Agreement.
- J. Ethics.** County shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing County's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The County shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the County shall be free from control or direction over the details of the performance of services under this Agreement. The County shall assume sole responsibility for any debts or liabilities that may be incurred by the County in

fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the County or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The County agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the County or the County's agents or employees as a result of this Agreement.

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

P. Ownership and Return of Documents and Information. Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the County in the performance of this Agreement. County is the official custodian and owns all data produced in the performance of any work outside the scope of this Agreement. Agency is not responsible for maintaining the privacy or security of County data produced and maintained in the performance of any work outside the scope of this Agreement. Upon termination of services, for any reason, County agrees to return all original and derivative information and documents owned by the Agency 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 either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

R. Insurance Requirements.

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

(ii) All policies shall be primary over any insurance or self-insurance program carried by the 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 sub-subrecipient, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the 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 Agreement shall be covered by workers’ compensation coverage obtained through the Wyoming Department of Workforce Services’ workers’ compensation program, if statutorily required. Employees brought into Wyoming from County’s home state to perform work under this Agreement shall be covered by workers’ compensation coverage obtained through the Wyoming

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

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;
 - (b) Bodily Injury by Disease: \$1,000,000.00 each employee; and
 - (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.
- (iii) Unemployment Insurance. The County shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The County shall supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage.
- (iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.
- (v) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the County's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Agreement, with minimum limits as follows:
- (a) \$1,000,000.00 each occurrence; and
 - (b) \$1,000,000.00 general aggregate.

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

- 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 expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has

sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the 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. Taxes.** The County shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. 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 County fails to perform in accordance with the terms of this Agreement.
- 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 Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Y. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- AA. 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.
- BB. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the County of an originally signed counterpart of this Agreement by facsimile or PDF shall be

followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION

Michael A. Ceballos, Director _____
Date

Stephanie Pyle, MBA _____
Date
Senior Administrator, Public Health Division

COUNTY: CAMPBELL COUNTY

Chairman, Campbell County Board of Commissioners _____
Date

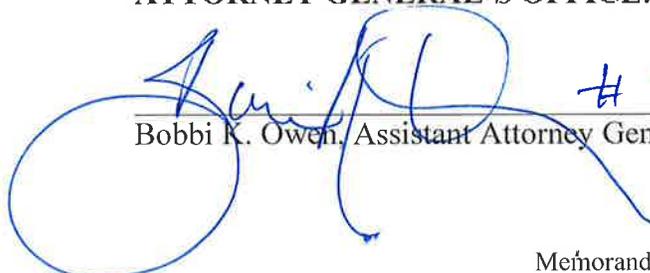
COUNTY ATTORNEY: APPROVAL AS TO FORM

Campbell County Attorney _____
Date

COUNTY CLERK'S ATTESTATION

Campbell County Clerk _____
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 # 204855 

Date
Bobbi K. Owen, Assistant Attorney General

**ATTACHMENT A
STATEMENT OF WORK
COVID Public Health Response**

General Description

This document is a Statement of Work (SOW) to define the use of funding from the Wyoming Department of Health, Public Health Division (Agency) for Campbell County's (County) public health response to the COVID pandemic and public health emergency.

Responsibilities of the County

The County agrees to:

A. Public Health Nursing:

1. Utilize funding to pay COVID related public health personnel expenses from March 13, 2020 through December 30, 2020.
2. Public health personnel costs could include, but are not limited to: staff over-time, personnel costs for temporary staff (can include benefits if included by county protocol), and personnel costs for staff that are redirected from their normal duties.
3. Other costs related to additional personnel. Could include but is not limited to cell phones and computers.

B. County Health Officer:

1. Provide funding from the Agreement to the appointed County Health Officer as payment for their COVID related County Health Officer duties.
2. Funding for the County Health Officer is allocated at twenty thousand dollars (\$20,000.00) to be paid to Dr. Kirtikumar Patel for hours spent working on COVID response.

C. COVID laboratory testing:

1. Counties will be given a budget for testing based on county population. Utilize funding to pay for human molecular SARS-CoV-2 testing. Under guidance and approval from the Agency (Wyoming CARES County Testing Funding Template and Invoice), testing costs could include: pay for personnel to implement and conduct expanded testing events, advertising costs for testing events, administration costs for sample collection and handling, supply costs, and other approved expenses. Funding should be used only for molecular tests for the detection of SARS-CoV-2; this funding is not approved for serologic testing at this time. This funding is available through December 30, 2020.
2. The Agency will provide the County with Wyoming CARES County Testing Funding Guidance, Template and Invoice, which is incorporated into the Agreement by this reference. The County will follow and use the Wyoming CARES County Testing Funding Guidance, Template, and Invoice to draft and submit a testing plan and submit invoices for payment.

Payment

The source of funds for the Agreement is Catalog of Federal Domestic Assistance (CFDA) Number 21.019, in the amount of eight hundred three thousand, three hundred twenty-eight dollars

**ATTACHMENT A
STATEMENT OF WORK
COVID Public Health Response**

(\$803,328.00). Additional funding may be available by request from the Agency and through Amendment of the Agreement as noted in the Agreement Section 8.A. Payment will be made following invoice in accordance with the Agreement. The County may request approval from the Agency to expend funding from one (1) purpose area to another purpose area within the Agreement. Funding is allocated as follows:

Purpose Area	Amount	Information needed on Invoice
A. Public Health Personnel	\$20,000.00	<ol style="list-style-type: none"> 1. Time period of expense (dates) 2. Names and titles of personnel paid 3. Description of costs per person (hours X cost)
B. County Health Officer	\$20,000.00	<ol style="list-style-type: none"> 1. Paid by Agency upon Agreement execution
C. COVID Laboratory Testing	\$763,328.00	<ol style="list-style-type: none"> 1. Completion of Wyoming CARES County Testing Funding Template and Invoice
		Total \$803,328.00

ATTACHMENT B
BUSINESS ASSOCIATE AGREEMENT BETWEEN
THE WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION AND
CAMPBELL COUNTY

1. **Purpose.** The Parties to this Contract agree that Contractor, Campbell County, is a Business Associate of the Wyoming Department of Health, Public Health Division (Agency), as defined by 45 CFR § 160.103; therefore, this attachment is mandatory for purposes of this Contract. This attachment seeks to satisfy the requirements for the privacy and security and transmission of protected health information found in 45 CFR Parts 160, 162, and 164 as well as applicable Wyoming state law. Applicable Wyoming state law may include, but is not limited to, Wyo. Stat. Ann. §§ 9-2-125 et seq. and applicable rules and regulations. These statutes, rules, and regulations are collectively referred to as the “Privacy and Security Rules.”
2. **Definitions.** The Parties agree that the definitions in 45 CFR Parts 160, 162, and 164 shall apply to the terms used in this attachment. For the purpose of this attachment, Contractor shall be known as the “Business Associate.”
3. **Responsibilities of Business Associate Pursuant to this Attachment.** Except as otherwise permitted or required by this attachment, the Business Associate may only create, receive, maintain, or transmit protected health information received from or on behalf of the Agency as necessary to coordinate or conduct human SARS-CoV-2 testing and outbreak activities (including but not limited to contract tracing) as set forth in the Contract, as required by law, or to carry out the proper management and administration or legal responsibilities of the Business Associate. Further, the Business Associate agrees:
 - A. To not create, receive, maintain, or transmit protected health information in a manner that would violate any provision of the Privacy and Security Rules, or other applicable federal, state, or local law.
 - B. To establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all protected health information that the Business Associate creates, receives, maintains, or transmits on behalf of the Agency and to prevent any use or disclosure of protected health information as provided by this attachment.
 - C. To comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information. The Business Associate shall provide notice of its designated security officer to the Agency within thirty (30) days following execution of this attachment.

- D. To limit its use, disclosure, or requests for protected health information to the extent practicable to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request.
- E. To secure all protected health information in its possession in accordance with the most current standards established by the Secretary of Health and Human Services under 13402(h)(2) of Public Law 111-5 on the Health and Human Services website.
- F. To notify the Agency of any use or disclosure of protected health information not provided for by this attachment, any security incident, or any breach of unsecured protected health information of which the Business Associate becomes aware.
 - i. Such notice shall include the identification of each individual whose protected health information has been, or is reasonably believed to have been subject to such use, disclosure, incident, or breach, a statement indicating whether the protected health information was secured or unsecured, and a description of any security measures used.
 - ii. A disclosure, incident, or breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to the Business Associate, or, by exercising reasonable diligence, would have been known to the Business Associate. The Business Associate shall be deemed to have knowledge of a disclosure, incident, or breach if the same is known, or, by exercising reasonable diligence, would have been known to any person (other than the person committing the disclosure, incident, or breach) who is an employee, officer, or other agent (determined in accordance with the federal common law of agency) of the Business Associate.
 - iii. All reports of breach involving unsecured protected health information by the Business Associate shall also include the most current contact information available for each individual whose protected health information has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by 45 CFR § 164.404 for the notification of individuals.
- G. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any subcontractor that the Business Associate uses to create, receive, maintain, or transmit protected health information on its behalf agrees to the same restrictions,

conditions, and requirements that apply to the Business Associate under the terms of this attachment.

- H. To conduct electronic transactions covered by 45 CFR Part 162 as a standard transaction as required by 45 CFR Part 162, and ensure that any agents, including subcontractors, also process electronic transactions as required therein.
- I. To make all protected health information received from the Agency or otherwise created, maintained, or transmitted on behalf of the Agency available to the Agency as necessary for the Agency to comply with an individual's request for access to protected health information under 45 CFR § 164.524, a public records request under Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205, or any other request that may be required by law. If the Business Associate receives such request for protected health information directly, it shall notify the Agency within three (3) business days following its receipt of such request. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for protected health information. The Parties' failure to reach an agreement regarding any such request prior to the timeframes specified in 45 CFR § 164.524 and Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205 shall be cause to terminate this Contract and all other contracts between the Parties.
- J. To make any amendments to protected health information in a designated record set held by the Business Associate or by any subcontractor or agent pursuant to 45 CFR § 164.526. Should the Business Associate receive such request directly, it shall notify the Agency prior to providing any response to the person requesting amendment. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for amendment to the protected health information. The Parties' failure to reach an agreement regarding any amendment prior to the timeframes specified in 45 CFR § 164.526 shall be cause to terminate this Contract.
- K. To make internal practices, books and records relating to the use and disclosure of protected health information received from or created or received by the Business Associate on behalf of the Agency available to the Agency or to the Secretary of Health and Human Services for purposes of determining the Agency's or Business Associate's compliance with the Privacy and Security Rules. The Business Associate shall notify the Agency if it provides such information to the Secretary.
- L. To document such disclosures of protected health information and information related to such disclosures as would be required for the Agency to respond to a request by an individual for an accounting of disclosures under 45 CFR § 164.528. The Business Associate shall comply with the Agency's request for such

information within seven (7) business days following the Agency's request. Should the Business Associate receive such request directly, it will notify the Agency. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for an accounting of disclosures. The Parties' failure to reach an agreement regarding any accounting of disclosures prior to the timeframes specified in 45 CFR § 164.528 shall be cause to terminate this Contract and all other contracts between the Parties.

- M. Unless otherwise provided, to provide notice within seven (7) business days of any event that triggers the Business Associate's obligation to notify the Agency.
- N. That Business Associate may be subject to civil and criminal penalties enumerated at sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320-6) with respect to violations of this attachment or the Privacy and Security Rules.
- O. To assume sole responsibility for its own compliance and the compliance of its workforce with the provisions of this section.

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

- A. To provide the Business Associate with the notice of privacy practices the Agency produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.
- B. To provide the Business Associate with any changes in, or revocation of, permission by an individual to use or disclose protected health information, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. To notify the Business Associate of any restriction to the use or disclosure of protected health information to which the Agency has agreed and which are applicable to the Business Associate, in accordance with 45 CFR § 164.522 and section 13405(a) of Public Law 111-5.
- D. To not request that the Business Associate use or disclose protected health information in any manner that would not be permissible under the Privacy and Security Rules if done by the Agency.
- E. To timely notify the Business Associate of any material violation of this attachment or material Privacy or Security violation by the Business Associate of which the

Agency becomes aware. The Agency shall specify a time for the Business Associate, within which the Business Associate must cure the violation, if cure is possible, or within which the Business Associate must end the violation.

5. Special Business Associate Provisions

- A. **Amendments.** If the Contract must be amended to ensure compliance with the Privacy and Security Rules, the Parties shall meet in good faith to agree upon such amendments. If the Parties cannot agree upon such amendments, then either party may terminate the Contract upon thirty (30) days' prior written notice to the other party.
- B. **Interpretation.** Any ambiguity in this attachment shall be resolved in favor of a meaning that permits the Parties to comply with the Privacy and Security Rules. Nothing in the Contract shall be construed to allow or require either Party to violate such rules.
- C. **Notices.** In addition to the notice provisions set forth in the Contract, notices arising out of or from the provisions of this attachment shall be in writing and shall be deemed provided to each respective party if by personal delivery or by, at least, first class United States mail, postage prepaid. Written notices to the Agency shall be provided to the attention of the Agency's designated representative for this Contract and, by separate mailing, to the WDH Compliance Office, 401 Hathaway Building, Cheyenne, Wyoming 82002.
- D. **Termination.** In addition to the termination provisions in the General Provisions section of this Contract, the Contract may be terminated for cause if the Business Associate materially violates the terms of this attachment.
 - i. **Material Violation of Attachment.** Any violation by the Business Associate of any provision of this attachment or any other contract with the Agency which involves the use or disclosure of protected health information, as determined by the Agency, shall constitute a material violation and shall entitle the Agency to terminate this Contract immediately, seek related remedies, and to terminate all other contracts which involve the Business Associate in the use or disclosure of protected health information, by notifying the Business Associate of such termination.
 - ii. **Cure.** If the Agency receives evidence of a material violation of the obligations set forth herein, or of the Business Associate's primary contracts with the Agency, and the Agency does not terminate this Contract pursuant to subsection "i" above, then the Agency may provide an opportunity to

cure or end such violation, as applicable, within a reasonable timeframe specified by the Agency. If the Business Associate's efforts to cure or end such violation are unsuccessful within the time specified, the Agency may terminate this Contract, where feasible, or if termination is not feasible, may report the Business Associate's violation to the Secretary of Health and Human Services or his designee.

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

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The following page(s) contain the backup material for Agenda Item: [9:45 Wyoming Frontier Information \(WYFI\) Participation 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.

Michael A. Ceballos, Director

Governor Mark Gordon

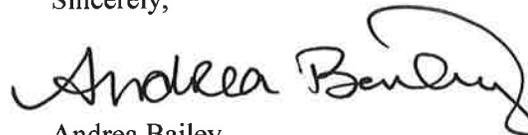
July 8, 2020

Campbell County
2301 South 4J Road
Gillette, Wyoming 82717

Enclosed is the WYFI Participation Agreement and attachment B with the Division of Healthcare Financing, Medicaid, containing two signature pages for your signature. Please provide the necessary signatures for your company, and return the Contract in its entirety in the FedEx return envelope which has been provided.

Thank you for your assistance and timeliness in completing this document. If you have any questions or comments, please contact Andrea Bailey at 307-777-7594 or andrea.bailey@wyo.gov.

Sincerely,



Andrea Bailey
HIT Provider Outreach Coordinator

ab

Enclosures: Participation Agreement, BAA

**WYFI PARTICIPATION AGREEMENT
BETWEEN
CAMPBELL COUNTY
AND
WYOMING DEPARTMENT OF HEALTH, DIVISION OF HEALTHCARE
FINANCING, WYOMING FRONTIER INFORMATION (WYFI)**

1. **Parties.** The Parties to this Wyoming Frontier Information (WYFI) Participant Agreement (Agreement) are Campbell County (Participant) whose address is: 2301 South 4J Road, Gillette, Wyoming 82717, and Wyoming Department of Health, Division of Healthcare Financing, Wyoming Frontier Information (WYFI), whose address is: 401 Hathaway Building, Cheyenne, Wyoming 82002.

2. **Participant Agreement.**

Purpose of Agreement. The Participant agrees to participate in the transmission of data through the Data Exchange. The WYFI will manage and administer the exchange of data through the Data Exchange in accordance with the Terms and Conditions of this Agreement and all other applicable laws and regulations. This Agreement sets forth the rights, duties, and obligations of each party in fulfilling their respective responsibilities. The Participant is one of many similarly-situated participants who are organizations that oversee and conduct, on their own behalf, on behalf of their Authorized Users, or both, electronic transactions or exchanges of health information among groups of persons or organizations; that have the organizational infrastructure and the legal authority to comply with the obligations in this Agreement; and that requires their Authorized Users to comply with applicable requirements in the Agreement.

2.1 Participant Agreement Required. Access to the Data Exchange and use of the services shall be granted upon completion of the WYFI registration process and execution of this Participation Agreement.

2.2 Execution of Agreement. Upon execution of the Agreement, Participant agrees to comply with the current WYFI Policy and Procedure Manual, and all program bulletins integrated into the WYFI Policy and Procedure Manual, which is incorporated into this agreement by this reference. These can be found on the Wyoming Department of Health website under the WYFI webpages.

3. **Term of the Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Agreement will continue until terminated in accordance with the terms of this Agreement.

4. **Definitions.**

Authorized User: An individual authorized by a Participant or WYFI to use the Data Exchange for a Permitted Use as described in Section 6.2 below.

Data: Protected health information, or information that identifies a patient, which is used, stored, or exchanged between Participants and Authorized Users with the Data Exchange. Protected health information is defined by the Health Insurance Portability and Accountability Act (HIPAA) Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E, and the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C, both as amended from time to time.

Data Exchange: The system that allows Participants and Authorized Users to electronically use, store, or exchange Data.

Internet Application: The Web application used by the Participant to access the Data Exchange, pursuant to the terms set forth in Section 10 below.

Participant: An entity, specifically identified in Section 1 above, that has entered into this Agreement.

Patient: An individual who has received or will receive treatment for healthcare services from a Participant, Authorized User, authorized users of other health information exchanges, or whose records are stored in a public registry.

Permitted Use: The reason for which Participants and Authorized Users may access Data in the Data Exchange, as limited by Section 6.2 below.

Software: The software licensed by WYFI to Participant for use in the Data Exchange, pursuant to the terms set forth in Section 10 below.

5. Authorized Users.

5.1 Requirements for Participants' Authorized Users. Participant shall verify, and certify to WYFI if reasonably requested, that each Authorized User has satisfied all requirements for Authorized Users described in the WYFI Policy and Procedure Manual.

5.2 No Use by Unauthorized Users. The Participant shall restrict access to the Data Exchange only to the Authorized Users that a Participant has identified and conveyed to WYFI.

5.3 Responsibility for Conduct of Participant and its Authorized Users. The Participant shall be solely responsible for all acts and omissions of the Participant and the Participant's Authorized Users, and all other individuals who access the Data Exchange by use of any password, identifier or log-on information received or obtained, directly or indirectly, lawfully or unlawfully, from the Participant or any of the Participant's Authorized Users, with respect to the Data Exchange, and all such acts and omissions shall be deemed to be the acts and omissions of the Participant.

5.4 Limited Rights of Authorized Users. An Authorized User shall have no rights to access the Data Exchange, other than access granted to the Authorized User by

WYFI or by the Participant on whose behalf the Authorized User accesses the Data Exchange. Any such rights of an Authorized User shall cease and terminate upon the removal of that Authorized User by WYFI or the Participant.

5.5 Sanction of Authorized Users. Each Participant shall require that all of its Authorized Users use the Data Exchange only in accordance with this Agreement and the WYFI Policy and Procedure Manual, including without limitation the provisions governing the confidentiality, privacy and security of protected health information. The Participant shall appropriately sanction, including up to termination of access or employment, any of its respective Authorized Users who fail to act in accordance with this Agreement or in accordance with the Participant's policies and procedures, as applicable.

6. Participant Rights Obligations.

6.1 Data Exchange. By engaging in the Data Exchange, Participant agrees that it shall comply with the terms of this Agreement and applicable laws and regulations and agrees that it shall ensure that its Authorized Users comply with the terms of this Agreement. Participant also agrees that Participant has secured any required Patient permission to access the Data Exchange as set forth in Section 6.6 (Patient Permission for Data Exchange and Treatment; Notice). Participant will make data available for the Data Exchange in accordance with the scope, format, and specifications set forth in the Participant Connection Criteria (Attachment A), which is attached to this Agreement and incorporated herein by this reference.

6.2 Permitted Use. Participant and its Authorized Users may use the Data Exchange, Services, and Data only as follows:

- a) Uses for Treatment, Payment and Health Care Operations (as those terms are defined in HIPAA); or
- b) Any other use that is permitted or required under HIPAA, the WYFI Policy and Procedure Manual, or other applicable law governing the use and disclosure of Data.
- c) To facilitate the implementation of "meaningful use" criteria as required under the American Recovery and Reinvestment Act of 2009 and its related federal regulations, as permitted by HIPAA.

6.3 Prohibited Uses. Participant shall not use or permit the use of the Data Exchange, Services, or Data for any purpose or use other than for the Permitted Uses set forth in Section 6.2 (Permitted Use). A Participant shall not use the Data Exchange, Services, or Data for any purpose or in any manner that is prohibited by HIPAA, the WYFI Policy and Procedure Manual, or other applicable law. No Participant or Authorized User may use the Data Exchange to perform comparative studies/analysis or data aggregation without written consent from the participant owning such Data.

- 6.4 Data Sources and Other Restrictions on Uses.** Participant acknowledges that the use and disclosure of certain Data may be subject to particular restrictions, including specific restrictions imposed by a participant, which may be more restrictive than the restrictions set forth in Section 6.3 (Prohibited Uses). Participant agrees that it will comply with any specific restrictions of which Participant is made aware by WYFI in connection with the receipt of Data.
- 6.5 No Limitation on Participant's Use of Its Own Data.** Nothing in this Section or elsewhere in these Terms and Conditions or the WYFI Manual is intended or will be deemed to limit Participant's use of its own data in any way.
- 6.6 Patient Permission for Data Exchange and Treatment; Notice.** The parties acknowledge that certain uses of Data, including without limitation Treatment, Payment and certain Health Care Operations (as defined by the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 164, Subpart E) do not require specific consent by a Patient under HIPAA. However, Participant is responsible for securing any Patient consent or authorization to access Data through the Data Exchange as required by the WYFI Manual, or as otherwise required by law.
- 6.7 System Operations.** Participant, at its own expense, will provide and maintain the equipment, software, services and testing necessary to effectively and reliably participate in the Data Exchange as set forth in Attachment A.
- 6.8 Privacy, Security, and Accuracy.** Participant will maintain sufficient safeguards and procedures, in compliance with the terms of this Agreement, WYFI Policy and Procedure Manual, and applicable laws, to maintain the security, privacy and accuracy of Data. Participant will promptly correct any errors discovered in Data it transmits to the Data Exchange and notify WYFI of any such corrections pursuant to the WYFI Policy and Procedure Manual.
- 6.9 Documentation of Information for Patient Treatment; Record Retention, Storage and Backup.** Participant will maintain at its own expense records of Data accessed through the Data Exchange and used for Patient Treatment. Participant will maintain these records for all periods required by law. Participant will determine the form for such records, which may include incorporation of Data into medical record electronically, by hard copy or by other form of summary, notation, or documentation.
- 6.10 Notification of Participant's Breach or Violation.** If Participant knows of an occurrence, activity or practice that constitutes a material breach or violation of the Agreement, Participant agrees to notify WYFI within five (5) business days of determining that such occurrence, activity or practice constitutes a material breach or violation of this Agreement and must take reasonable steps to cure the material breach or end the violation. If the steps are unsuccessful, WYFI may terminate the Agreement by written notice to Participant as referenced in Section 12.20.

7. **WYFI Obligations.**

7.1 **Services Provided by WYFI**

- a) **Exchange Operation.** WYFI will maintain and operate the Data Exchange. WYFI may contract with subcontractor to maintain and operate the Data Exchange or to provide support services. WYFI will require that its subcontractors comply with this Agreement, and all applicable laws and regulations.
- b) **Access to Exchange for Permitted Use.** WYFI will make the Data Exchange available to: (i) Participants and their Authorized Users who may access Data through the Data Exchange for a Permitted Use; (ii) Participants that provide Data for access through the Data Exchange; (iii) Individuals who have entered into an Authorized User Agreement with WYFI who may access Data through the Data Exchange for a Permitted Use; and (iv) Other health information exchanges to allow WYFI Participants, WYFI Authorized Users, and authorized users of other health information exchanges access to additional Data for a Permitted Use. Any change to Permitted Uses will be documented in the WYFI Policy and Procedure Manual.
- c) **Data Exchange Availability.** WYFI will make all reasonable efforts to make the Data Exchange available to Participants 24 hours a day, 7 days a week; however, the Data Exchange availability may be temporarily suspended for maintenance or unscheduled interruptions. WYFI will use its best efforts to provide reasonable advance notice of any such suspension or interruptions of Data Exchange availability and to restore Data Exchange availability. Data Recipients who are Health Care Providers are responsible for acquiring patient health information through other means during any periods when the Data Exchange is not available.
- d) **Support Services.** During the term of this Agreement, WYFI will provide support services to assist Participant in the installation, implementation, and maintenance and use of the Data Exchange and may establish a fee schedule for these services which will be posted at:

https://health.wyo.gov/healthcarefin/wyoming_frontier_information_wyfi/

Data Exchange technical support will be available during business hours. All support services will be subject to the WYFI fees set forth in Section 8 (Fees and Payment) and posted at:

https://health.wyo.gov/healthcarefin/wyoming_frontier_information_wyfi/

7.2 **WYFI Records; Use of Data.**

- a) **WYFI Records.** WYFI will maintain records relating to the operation of the Data Exchange, including records of the date, time and records accessed by a participant in each data exchange as set forth in the WYFI Policy and Procedure Manual. Except as provided above, WYFI will not maintain, and will not be responsible for either maintaining records of the content of any data exchange between participants or inspecting the content of Data.
- b) **WYFI Use and Disclosure of Information.** WYFI will not disclose Data or information relating to data exchanges to third parties except: (i) as provided by this Agreement; (ii) as required by law or subpoena; or (iii) as directed in writing by the originating party or intended recipient. WYFI may access Data and information relating to data exchanges only for the operation of the Data Exchange, testing, performance verification, de-identification of data for the purpose of analysis to inform policy and program funding needs, healthcare operations, public health activities permitted by law, patient safety, and investigations and actions relating to compliance with this Agreement, WYFI Policy and Procedure Manual and applicable laws and regulations.

7.3 Policies and Procedures. The WYFI Policy and Procedure Manual will govern WYFI's and Participant's activity on the Data Exchange, and the WYFI Policy and Procedure Manual is available at:

https://health.wyo.gov/healthcarefin/wyoming_frontier_information_wyfi/.

- a) **Changes to Policies and Procedures.** WYFI may change or amend the WYFI Policy and Procedure Manual from time to time at its discretion and will post notice of proposed and final changes at:

https://health.wyo.gov/healthcarefin/wyoming_frontier_information_wyfi/

WYFI will provide Participant notice of such changes to the WYFI Policy and Procedure Manual by electronic mail. Any changes will be effective sixty (60) days following adoption by WYFI, unless WYFI determines that an earlier effective date is required to address a legal requirement, a concern relating to the privacy or security of data or an emergency situation. WYFI also may postpone the effective date of a change if WYFI determines, in its sole discretion, that additional implementation time is required. Participant will have no ownership or other property rights in the WYFI Policy and Procedure Manual or other materials or services provided by WYFI.

- b) **Security.** WYFI will implement policies and procedures that are reasonable and appropriate to ensure that all data exchanges are authorized, to protect Data from improper access, tampering or unauthorized disclosure and to secure compliance with applicable laws and regulations. Such policies and procedures will include administrative procedures, physical security measures, and technical security services that are reasonably necessary to secure the Data. WYFI and Participant will comply with the security

policies and procedures established by WYFI in the WYFI Policy and Procedure Manual. WYFI will maintain sufficient safeguards and procedures, in compliance with HIPAA, to maintain the security and privacy of Data that is provided or accessed through the Data Exchange.

- c) **Investigations, Corrections, Reports.** The WYFI Policy and Procedure Manual includes policies and procedures for the investigation, resolution and reporting of Patient complaints, security breaches or other concerns relating to compliance with this Agreement, WYFI Policy and Procedure Manual, and applicable laws and regulations ("Compliance Concerns"). WYFI will provide notice to Participant, pursuant to WYFI policy and as required by law or regulation, of any Compliance Concern related to Participant's Authorized Users' use of the Data Exchange, and Participant will cooperate with WYFI in its investigation of any Compliance Concern and corrective action.

7.4 Obligations to Comply with Law. WYFI will comply with all federal, state and local laws applicable to WYFI. This includes Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act, codified at 42 U.S.C. §§ 17921-17954, and regulations issued by HHS to implement the HITECH Act, which are applicable to business associates, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations.

8. Fees and Payment

8.1 Program Fee. There will be no fees associated with this Agreement.

9. Proprietary Information. During the term of this Agreement, each party may have access to information about the other party that: (a) relates to past, present or future business activities, practices, protocols, products, services, information, content, and technical knowledge; and (b) has been identified as confidential (collectively, "Proprietary Information") by such party. For the purposes of this provision, Proprietary Information will not include Data.

9.1 Non-disclosure. The parties will: (a) hold Proprietary Information in strict confidence; (b) not make the Proprietary Information available for any purpose other than as specified in the Agreement, the Wyoming Public Records Act, or as required by law or subpoena; and (c) take reasonable steps to ensure that the Proprietary Information is not disclosed or distributed by employees, agents or consultants (who will have access to the same only on a "need-to-know" basis) to third parties in violation of this Agreement. If WYFI or Participant receives a request for Proprietary Information, the party receiving the request will provide the other party notice of the request and an opportunity to seek a protective order limiting the nature and scope of the information to be disclosed, and the disclosing party is only permitted to disclose Proprietary Information to the extent required by law.

9.2 Exclusions. Proprietary Information will not include information that: (a) at the time of disclosure, is known or becomes known or available to the general public through no act or omission of the receiving party; (b) was in the receiving party's lawful possession before it was provided to the receiving party by the disclosing party; (c) is disclosed to the receiving party by a third party having the right to make such disclosure; or (d) is independently developed by the receiving party without reference to the disclosing party's Proprietary Information

10. Software License.

10.1 Right to Use. WYFI grants to Participant for the term of this Agreement a royalty free, non-exclusive, non-transferable, non-assignable, non-sub-licensable, and limited right to use the software and internet applications provided by or through WYFI and identified by WYFI in its technical operation standards as defined in Attachment A for the sole purpose of participating in the Data Exchange under the terms and conditions of this Agreement. The software shall not be used for any other purpose whatsoever, and shall not otherwise be copied or incorporated into any other computer program, hardware, firmware, or product. The internet application(s) are offered "as is" and WYFI disclaims all representations and warranties of any kind, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose or warranty of title.

10.2 No Transfer or Modification. Participant will not sell, rent, sublicense, or otherwise share its right to use the internet application. Participant shall not modify, reverse engineer, decompile, disassemble, or otherwise attempt to learn the source code, structure, or ideas upon which Software is based.

11. Electronic Signatures.

11.1 Signatures and Signed Documents. Participant, at WYFI's request, will implement for its Authorized Users an electronic identification method consisting of symbols or codes that are to be affixed to or contained in a Data Exchange made by the Participant ("Signatures"). Participant agrees that any Signature of such party affixed to or contained in any data exchange will be sufficient to verify that the party originated such Data Exchange. Any properly transmitted Data Exchange made pursuant to this Agreement shall be considered a "writing" or "in writing" and any such Data Exchange when containing, or to which there is affixed, a Signature ("Signed Documents") shall be deemed for all purposes: (a) to have been "signed"; and (b) to constitute an original when printed from electronic files or records established and maintained in the normal course of business.

12. General Provisions.

- 12.1 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.
- 12.2 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.
- 12.3 Cooperation.** WYFI may award supplemental or successor contracts for work related to this Agreement. The Participant shall cooperate fully with other contractors and the WYFI in all such cases.
- 12.4 Compliance with Laws.** The Participant shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- 12.5 Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Participant in the performance of this Agreement shall be kept confidential by the Participant unless written permission is granted by WYFI for its release. If and when Participant receives a request for information subject to this Agreement, Participant shall notify WYFI within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYFI.
- 12.6 Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages; Attachment A, consisting of an Excel file named Participant Connection Criteria dated 2018 provided electronically to all parties, and Attachment B, Business Associate Agreement, consisting of six (6) page(s), represent(s) the entire and integrated Agreement between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control, with the exception of that contained in Attachment B, the Business Associate Agreement.
- 12.7 Ethics.** Participant 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 Participant’s profession.
- 12.8 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.
- 12.9 Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and

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

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

12.11 Nondiscrimination. The Participant 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.

12.12 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.

12.13 Notice of Sale or Transfer. The Participant shall provide WYFI with notice of any sale, transfer, merger, or consolidation of the assets of the Participant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If WYFI determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Participant's obligations under this Agreement, then WYFI may, at its discretion, terminate or renegotiate the Agreement.

12.14 Ownership and Return of Documents and Information. WYFI is the official custodian and owns all documents, data compilations, reports, computer programs, and other work provided to or produced by the WYFI in the performance of this Agreement. Participant owns all Data maintained in its electronic health record system and transmitted or received using Data Exchange services. Upon termination of services, for any reason, Participant agrees to return all original and derivative information and documents owned by WYFI to WYFI 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. Upon WYFI's verified receipt of such information, Participant agrees to physically and electronically destroy any residual WYFI-owned data, regardless of format, and any other storage media or areas containing such information. Participant agrees to provide written notice to WYFI confirming the destruction of any such residual WYFI-owned data.

- 12.15 Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- 12.16 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 Participant, shall identify WYFI as the sponsoring agency and shall not be released without prior written approval from WYFI.
- 12.17 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.
- 12.18 Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, Department of Health, Division of Healthcare Financing, and WYFI expressly reserve sovereign immunity by entering into this Agreement and the Participant expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 139101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- 12.19 Taxes.** The Participant 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.
- 12.20 Termination of Agreement.**
- a) **Violation of Law or Regulation.** If either WYFI or Participant determines that its continued participation in this Agreement would cause it to violate any law or regulation applicable to it, or would place it at material risk of suffering any sanction, penalty, or liability, then that party may terminate its participation in this Agreement immediately upon written notice to the other party.
 - b) **For Cause.** If WYFI or Participant determines that the other party or any of its employees, agents, or Authorized Users have breached this Agreement, then that party may terminate its participation in this Agreement on thirty (30) days advance written notice to the other party, provided that such notice

identifies such area of non-compliance, and such noncompliance is not cured within fifteen (15) days of receipt of the notice of non-compliance. WYFI may immediately terminate this Agreement upon written notice to Participant if WYFI determines that Participant or its Authorized Users, employees, or agents have used Data or the Data Exchange for any purpose other than the Permitted Use or in violation of security or privacy provisions under this Agreement or applicable laws and regulations.

- c) **Without Cause.** WYFI or Participant may terminate this Agreement without cause upon thirty (30) days advance written notice of termination to the other party.
- d) **Termination Process and Access to Exchange and Data.** Upon the effective date of termination of this Agreement, WYFI will cease providing access to the Data Exchange for the Participant and its Authorized Users, and Participant and its Authorized Users shall stop using the Data Exchange.

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

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

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

12.24 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.

12.25 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 Participant 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 WYFI.

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

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

PARTICIPANT: CAMPBELL COUNTY

Chairman, Campbell County Board of Commissions

Date

CAMPBELL COUNTY ATTORNEY: APPROVAL AS TO FORM

Campbell County Attorney

Date

COUNTY CLERK'S ATTESTATION

Campbell County Clerk

Date

**WYFI:
STATE OF WYOMING, DEPARTMENT OF HEALTH, DIVISION OF HEALTHCARE
FINANCING, WYOMING FRONTIER INFORMATION**

Teri Green, State Medicaid Agent

Date

WYOMING ATTORNEY GENERAL APPROVAL AS TO FORM:



Bobbi K. Owen, Assistant Attorney General



Date

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

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

PARTICIPANT: CAMPBELL COUNTY

Chairman, Campbell County Board of Commissions

Date

CAMPBELL COUNTY ATTORNEY: APPROVAL AS TO FORM

Campbell County Attorney

Date

COUNTY CLERK'S ATTESTATION

Campbell County Clerk

Date

**WYFI:
STATE OF WYOMING, DEPARTMENT OF HEALTH, DIVISION OF HEALTHCARE
FINANCING, WYOMING FRONTIER INFORMATION**

Teri Green, State Medicaid Agent

Date

WYOMING ATTORNEY GENERAL APPROVAL AS TO FORM:



Bobbi K. Owen, Assistant Attorney General



Date

**ATTACHMENT B
BUSINESS ASSOCIATE AGREEMENT BETWEEN
THE WYOMING DEPARTMENT OF HEALTH, WYOMING FRONTIER
INFORMATION (WYFI) AND
CAMPBELL COUNTY**

- 1. Purpose.** The Parties to this Participant Agreement agree that Wyoming Department of Health, Division of Healthcare Financing (Agency), is a Business Associate of Campbell County (Participant), as defined by 45 CFR § 160.103; therefore, this attachment is mandatory for purposes of this Participant Agreement. This attachment seeks to satisfy the requirements for the privacy and security and transmission of protected health information found in 45 CFR Parts 160, 162, and 164 as well as applicable Wyoming state law. Applicable Wyoming state law may include, but is not limited to, Wyo. Stat. Ann. §§ 35-2-605 et seq., 9-2-125 et seq., and applicable rules and regulations. These statutes, rules, and regulations are collectively referred to as the “Privacy and Security Rules.”
- 2. Definitions.** The Parties agree that the definitions in 45 CFR Parts 160, 162, and 164 shall apply to the terms used in this attachment. For the purpose of this attachment, Agency shall be known as the “Business Associate.”
- 3. Responsibilities of Business Associate Pursuant to this Attachment.** Except as otherwise permitted or required by this attachment, the Business Associate may only create, receive, maintain, or transmit protected health information received from or on behalf of the Participant as necessary to provide Wyoming Frontier Health Information Exchange services as set forth in the Participation Agreement, as required by law, or to carry out the proper management and administration or legal responsibilities of the Business Associate. Further, the Business Associate agrees:

 - A. To not create, receive, maintain, or transmit protected health information in a manner that would violate any provision of the Privacy and Security Rules, or other applicable federal, state, or local law.
 - B. To establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all protected health information that the Business Associate creates, receives, maintains, or transmits on behalf of the Participant and to prevent any use or disclosure of protected health information as provided by this attachment.
 - C. To comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information. The Business Associate shall provide notice of its designated

security officer to the Participant within thirty (30) days following execution of this attachment.

- D. To limit its use, disclosure, or requests for protected health information to the extent practicable to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request.
- E. To secure all protected health information in its possession in accordance with the most current standards established by the Secretary of Health and Human Services under 13402(h)(2) of Public Law 111-5 on the Health and Human Services website.
- F. To notify the Participant of any use or disclosure of protected health information not provided for by this attachment, any security incident, or any breach of unsecured protected health information of which the Business Associate becomes aware.
 - i. Such notice shall include the identification of each individual whose protected health information has been, or is reasonably believed to have been subject to such use, disclosure, incident, or breach, a statement indicating whether the protected health information was secured or unsecured, and a description of any security measures used.
 - ii. A disclosure, incident, or breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to the Business Associate, or, by exercising reasonable diligence, would have been known to the Business Associate. The Business Associate shall be deemed to have knowledge of a disclosure, incident, or breach if the same is known, or, by exercising reasonable diligence, would have been known to any person (other than the person committing the disclosure, incident, or breach) who is an employee, officer, or other agent (determined in accordance with the federal common law of agency) of the Business Associate.
 - iii. All reports of breach involving unsecured protected health information by the Business Associate shall also include the most current contact information available for each individual whose protected health information has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by 45 CFR § 164.404 for the notification of individuals.

- G. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any subcontractor that the Business Associate uses to create, receive, maintain, or transmit protected health information on its behalf agrees to the same restrictions, conditions, and requirements that apply to the Business Associate under the terms of this attachment.
- H. To conduct electronic transactions covered by 45 CFR Part 162 as a standard transaction as required by 45 CFR Part 162, and ensure that any agents, including subcontractors, also process electronic transactions as required therein.
- I. To make all protected health information received from the Participant or otherwise created, maintained, or transmitted on behalf of the Participant available to the Participant as necessary for the Participant to comply with an individual's request for access to protected health information under 45 CFR § 164.524, a public records request under Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205, or any other request that may be required by law. If the Business Associate receives such request for protected health information directly, it shall forward the request to the Participant to process within three (3) business days following its receipt of such request.
- J. To make any amendments to protected health information in a designated record set held by the Business Associate or by any subcontractor or agent pursuant to 45 CFR § 164.526. Should the Business Associate receive such request directly, it shall forward the amendment request to the Participant.
- K. To make internal practices, books and records relating to the use and disclosure of protected health information received from or created or received by the Business Associate on behalf of the Participant available to the Participant or to the Secretary of Health and Human Services for purposes of determining the Participant's or Business Associate's compliance with the Privacy and Security Rules. The Business Associate shall notify the Participant if it provides such information to the Secretary.
- L. To document such disclosures of protected health information and information related to such disclosures as would be required for the Participant to respond to a request by an individual for an accounting of disclosures under 45 CFR § 164.528. The Business Associate shall comply with the Participant's request for such information within seven (7) business days following the Participant's request. Should the Business Associate receive such request directly, it will forward the request to the Participant.

- M. Unless otherwise provided, to provide notice within seven (7) business days of any event that triggers the Business Associate's obligation to notify the Participant.
- N. That Business Associate may be subject to civil and criminal penalties enumerated at sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320-6) with respect to violations of this attachment or the Privacy and Security Rules.
- O. To assume sole responsibility for its own compliance and the compliance of its workforce with the provisions of this section.

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

- A. To provide the Business Associate with the notice of privacy practices the Participant produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.
- B. To provide the Business Associate with any changes in, or revocation of, permission by an individual to use or disclose protected health information, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. To notify the Business Associate of any restriction to the use or disclosure of protected health information to which the Participant has agreed and which are applicable to the Business Associate, in accordance with 45 CFR § 164.522 and section 13405(a) of Public Law 111-5.
- D. To not request that the Business Associate use or disclose protected health information in any manner that would not be permissible under the Privacy and Security Rules if done by the Participant.
- E. To timely notify the Business Associate of any material violation of this attachment or material Privacy or Security violation by the Business Associate of which the Participant becomes aware. The Participant shall specify a time for the Business Associate, within which the Business Associate must cure the violation, if cure is possible, or within which the Business Associate must end the violation.

5. Special Business Associate Provisions

- A. **Amendments.** If the Participant Agreement must be amended to ensure compliance with the Privacy and Security Rules, the Parties shall meet in good faith to agree

upon such amendments. If the Parties cannot agree upon such amendments, then either party may terminate the Participant Agreement upon thirty (30) days' prior written notice to the other party.

- B. **Interpretation.** Any ambiguity in this attachment shall be resolved in favor of a meaning that permits the Parties to comply with the Privacy and Security Rules. Nothing in the Participant Agreement shall be construed to allow or require either Party to violate such rules.
- C. **Notices.** In addition to the notice provisions set forth in the Participant Agreement, notices arising out of or from the provisions of this attachment shall be in writing and shall be deemed provided to each respective party if by personal delivery or by, at least, first class United States mail, postage prepaid. Written notices to the Participant shall be provided to the attention of the Participant's designated representative for this Participant Agreement and, by separate mailing, to the WDH Compliance Office, 401 Hathaway Building, Cheyenne, Wyoming 82002.
- D. **Termination.** In addition to the termination provisions in the General Provisions section of this Participant Agreement, the Participant Agreement may be terminated for cause if the Business Associate materially violates the terms of this attachment.
 - i. **Material Violation of Attachment.** Any violation by the Business Associate of any provision of this attachment or any other contract with the Participant which involves the use or disclosure of protected health information, as determined by the Participant, shall constitute a material violation and shall entitle the Participant to terminate this Participant Agreement immediately, seek related remedies, and to terminate all other contracts which involve the Business Associate in the use or disclosure of protected health information, by notifying the Business Associate of such termination.
 - ii. **Cure.** If the Participant receives evidence of a material violation of the obligations set forth herein, or of the Business Associate's primary contracts with the Participant, and the Participant does not terminate this Participant Agreement pursuant to subsection "i" above, then the Participant may provide an opportunity to cure or end such violation, as applicable, within a reasonable timeframe specified by the Participant. If the Business Associate's efforts to cure or end such violation are unsuccessful within the time specified, the Participant may terminate this Participant Agreement, where feasible, or if termination is not feasible, may report the Business

Associate's violation to the Secretary of Health and Human Services or his designee.

- iii. Effect of Termination. Upon termination of this Participant Agreement for any reason, the Business Associate shall return or destroy all protected health information, regardless of form so that the Business Associate retains no copies of protected health information received or created on behalf of the Participant. If return or destruction of all protected health information is not feasible, the Business Associate shall notify the Participant of the conditions that make return or destruction infeasible. Upon agreement between the parties that the return or destruction of the protected health information is infeasible, the Business Associate shall extend the protections of this attachment to such information, and further limit the use and disclosure of such information only to those purposes that make its return or destruction infeasible, for so long as the Business Associate maintains the information.
- iv. This provision applies equally to the Business Associate and any of its agents or subcontractors in possession or control of protected health information subject to this attachment.

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The following page(s) contain the backup material for Agenda Item: [9:50 Resolution of Support, DOE Permitting Jordan Cove's Facility](#)

*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.

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

RESOLUTION NO. _____

**A RESOLUTION OF SUPPORT FOR THE UNITED STATES DEPARTMENT OF ENERGY'S PERMITTING OF
JORDAN COVE'S FACILITY IN THE STATE OF OREGON**

WHEREAS Campbell County is highly invested in all forms of fossil energy to include coal, oil and natural gas; and

WHEREAS, the citizens and businesses of Campbell County thrive and flourish when our natural resources such as natural gas are developed and produced in our county and region; and

WHEREAS, the export of liquified natural gas from the Jordan Cove facilities in the State of Oregon may increase the prosperity of citizens of Campbell County, the State of Wyoming and the United States of America by providing a stable and secure form of safe and reliable energy to parts of the world suffering from energy poverty;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE COUNTY OF CAMPBELL, WYOMING, that the Board of Campbell County Commissioners hereby voice its support in the action of the United States Department of Energy in the permitting of Jordan Cove facilities located in the State of Oregon.

RESOLVED THIS _____ day of July, 2020.

ATTEST:

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

Susan Saunders, Campbell County Clerk

D.G. Reardon, Chairman

The following page(s) contain the backup material for Agenda Item: [10:05 Mass Notification System Service](#)

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



OFFICE

500 South Gillette Avenue
Suite 1100
Gillette, Wyoming 82716
(307) 686-7477 Office
(307) 687-6325 FAX
(307) 689-7477 Cell

COORDINATOR
David King

**Emergency Management
Agency**

dak41@ccgov.net

July 17, 2020

Campbell County Board of Commissioners
500 South Gillette Avenue
Suite 1100
Gillette, WY 82716

Dear Sirs,

On behalf of Campbell County Emergency Management Agency, I am recommending Campbell County enter into a contract with Everbridge to provide the county mass notification services for the next three years.

The first year would include a one-time implementation and setup fee of \$1,150.87 and the annual cost to the county for each year will be \$14,385.90. That cost is within the budgeted amount.

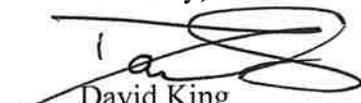
Campbell County's current contract with OnSolve, which provides us their CodeRed mass notification services, expires on August 1st.

CCEMA notified OnSolve in May we did not wish to have the contract automatically renew for another three years and we would be soliciting interest from vendors to provide this service for the coming year(s).

CCEMA contacted seven vendors and of those, three expressed interest and provided demonstrations of their systems this week to Deputy Coordinator Jerry Fitzner and myself. Those vendors included Everbridge, Hyper-Reach and OnSolve.

After reviewing the features and capabilities of all three systems, both of us believe Everbridge will be the easiest to use and will provide the best features and services.

Sincerely,



David King
Coordinator

Quotation

Prepared for:

David King
Campbell County, WY
600 W Boxelder Rd
Gillette WY 82718-5219
United States
Ph: 3076867477
Fax:
Email: dak41@ccgov.net

Quote #: Q-53096
Date: 7/15/2020
Expires On: 8/20/2020
Confidential

Salesperson: Nathan Russell
Phone:
Email: nathan.russell@everbridge.com

Contract Summary Information:

Contract Period:	36 Months
------------------	-----------

Contact Summary:

Household Count:	17,892
Employee Count:	

Year 1

Qty	Product Code	Description	GSA Classification	Price
46,341	101-11-11-0254-000	Mass Notification Base - Tier 2	GSA Product	USD 8,855.15
46,341	101-00-11-1060-000	Smart Weather Alerting (includes 1 location in base weather subscription) - Tier 2	GSA Product	USD 1,248.63
46,341	101-01-11-0206-000	Incident Management - Incident Communications - Tier 2	GSA Product	USD 2,141.06
46,341	101-01-11-1027-000	Everbridge Community Engagement - Tier 2	GSA Product	USD 2,141.06
Year 1 TOTAL:				USD 14,385.90

Year 2

Qty	Product Code	Description	GSA Classification	Price
46,341	101-11-11-0254-000	Mass Notification Base - Tier 2	GSA Product	USD 8,855.15
46,341	101-00-11-1060-000	Smart Weather Alerting (includes 1 location in base weather subscription) - Tier 2	GSA Product	USD 1,248.63
46,341	101-01-11-0206-000	Incident Management - Incident Communications - Tier 2	GSA Product	USD 2,141.06
46,341	101-01-11-1027-000	Everbridge Community Engagement - Tier 2	GSA Product	USD 2,141.06
Year 2 TOTAL:				USD 14,385.90

Year 3

Qty	Product Code	Description	GSA Classification	Price
46,341	101-11-11-0254-000	Mass Notification Base - Tier 2	GSA Product	USD 8,855.15
46,341	101-00-11-1060-000	Smart Weather Alerting (includes 1 location in base weather subscription) - Tier 2	GSA Product	USD 1,248.63
46,341	101-01-11-0206-000	Incident Management - Incident Communications - Tier 2	GSA Product	USD 2,141.06
46,341	101-01-11-1027-000	Everbridge Community Engagement - Tier 2	GSA Product	USD 2,141.06
Year 3 TOTAL:				USD 14,385.90

Pricing Summary:

Year One Fees:	USD 14,385.90
One-time Implementation and Setup Fees:	USD 1,150.87
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 15,536.77

Ongoing Fees:

Year Two Fees:	USD 14,385.90
Year Three Fees:	USD 14,385.90

Terms & Conditions

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of GSA Contract No. GS-35F-0692P and the GSA Approved End User License Agreement ("EULA"), the latter of which is attached hereto and incorporated by reference.
3. Subject to sales taxes where applicable.
4. The supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override GSA Contract No. GS-35F-0692P, or the EULA.

Supplemental Notes:

Line items above are the equivalent of MN Pro per our GSA price schedule.

Authorized by Everbridge:

Signature:

Date:

Name (Print):

Title:

To accept this quote, sign, date and return:

Signature:

Date:

Name (Print):

Title:

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!



Everbridge Mass Notification for State and Local Government (BASE)

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Usage*

Unlimited Domestic Emergency Alerts and Testing Messages

Unlimited Domestic Non-Emergency Alerts Messaging

*Usage above applies to notifications generated through the Everbridge Manager user interface. Automated notifications are subject to additional fees.

Core Platform Access

Unlimited Administrators for web-based portal to initiate messages, reporting, and administration

Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, etc.)

Three (3) Organization with unlimited nested static and dynamic groups

Access to Everbridge Elastic Infrastructure for message delivery

Custom branded community opt-in portal with custom fields and opt-in subscriptions

Flexible role-based access controls to manage user permissions

Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

Access to Auto-Translate and Missing Person Message Guides

Key Notification Features

Integrated GIS/Map-based, rule-based, group-based, or individual contact selection

Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages

One-screen broadcast creation workflow to speed message creation and reduce human error

Everbridge Network to access situational intelligence & notifications shared by other public and private groups

Publish notifications directly Facebook and Twitter

Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'

Publish notifications directly to the Smartphones of residents and employees via ContactBridge

Access to IPAWS for authorized agencies

Contact filtering based on custom criteria

Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)

Automatic address geo-coding for contacts

Organization specific customizable caller ID, greetings, and broadcast settings

SMPP based SMS text messaging

Multi-language Text to Speech Engine and Custom Voice Recording

Real-time reporting for improved situational awareness and easier after action analysis

5 Live Operator Message Initiations per year

Interactive Dashboard for Organizational Activity Summary

Unlimited Notification Templates

Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API

Bulk Contact Management Automation via Secure FTP

Audio Bulletin Board

4 Everbridge basic conference bridge codes

Set-up, Implementation & Support

Up to 10 total hours of a dedicated Implementation Specialist during a Standard Implementation

Self Service Administrative Set-up, Configuration and Default Preferences

Initial Member Data Upload and Test Broadcast Support

Unlimited Access to Everbridge University classes

24x7 Customer Support (phone, web, email)

Global Support/Operations Centers for Redundant Live Support



Everbridge Incident Communications

Delays and errors in operational communications happen every day increasing recovery times, impacting revenue and increasing risk. Everbridge Incident Communications automates your notification procedures by allowing users to select pre-defined messages and processes to use for a specified incident and then determining the correct list of stakeholders and responders.

Access

1 (one) Incident Management Organization Unlimited
Incident Administrator and User seats

Key Features

- Unlimited Incident Templates *
- Incident Templates supporting different messages & delivery settings based on notification phase (New, Update, Close)
- Multi-step workflow that prompts users to add required incident details
- Incident communication logging for all broadcast and confirmations
- Incident journal to capture additional details not included in incident communications
- Reporting of all incident communications details and responses in a PDF format
- Custom reports analyze incident communications effectiveness
- Communication broadcasts and confirmations include audit trails and timestamps
- Search across incidents using status, user, type and date
- Real-time incident dashboard for operators showing all open incidents
- 4 Everbridge basic conference bridge codes

Set-up, Implementation, and Support

- Up to 10 total hours of a dedicated Implementation Specialist inclusive of Mass Notification Implementation
- Self Service Administrative Set-up, Configuration and Default Preferences
- Initial Member Data Upload and Test Broadcast Support
- Unlimited Access to Everbridge University classes
- 24x7 Customer Support (phone, web, email)
- Global Support/Operations Centers for Redundant Live Support Dedicated Account Manager

*** Messaging Minutes consumed by Telephone, SMS Text, Pager & Fax broadcast paths are not included**

For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.

SMART WEATHER

Monitor real-time weather information while automatically notifying contacts



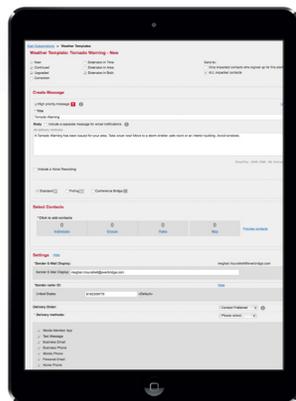
KEY FUNCTIONALITY



- + Accurate weather warnings with specific start times and timely closing of alerts.



- + Precise meteorologist drawn polygons and geographical zones to identify weather impacted locations. Select contacts in affected areas using a map that identifies weather impacted locations.



- + Customized message content based on weather type, severity, location and audience.

SMART WEATHER SATELLITE AND INFRARED DISPLAYS



- + Infrared displays allow for even more precise location-specific weather alerts so notifications get to the right people with speed and accuracy.



- + New weather layers provide near real time weather monitoring (within the last 5 minutes), making it easier to alert key stakeholders.

About Everbridge

Everbridge is a leading unified critical communications platform trusted by corporations and communities of all sizes that need to reach the right people for immediate action, collaboration, and decision-making. Connecting millions of people and internet-connected devices, the company provides reassurance that secure, compliant messages are delivered, locally and globally, received and responded to, no matter the recipient's location. Everbridge is based in Boston, Los Angeles, San Francisco, Beijing and London.

For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.



DS_Smart_Weather_8.15.1

VISIT WWW.EVERBRIDGE.COM
CALL +1-818-230-9700

Everbridge Community Engagement (SLG)

The Community Engagement solution supports easy opt-in capabilities for both public and private events. Gathering opt-ins, whether the general public or internal stakeholders, can be very difficult. With mobile keywords, large groups of people can easily opt-in to a database by texting a keyword. Additionally, the Visitor Engagement solution allows you to publish event-focused web pages to increase the visibility and safety of your event.

Usage
<ul style="list-style-type: none"> • Unlimited email messages • Unlimited Facebook & Twitter postings • Unlimited SMS Messages within the United States
Core Platform Access
<ul style="list-style-type: none"> • Unlimited administrators for web-based portal to initiate messages, reporting and administration • Unlimited number of keyword opt-in recipients • Access to five event keywords • Access to public and private event web pages that are integrated with the Member Portal and can include registration widgets and social sharing options (so visitors can share your notifications to their social networks)
Key Notification Features
<ul style="list-style-type: none"> • Publish event-based notifications via email and SMS • Publish event-based notifications directly to Facebook and Twitter • Publish event-based notifications directly to event web pages • Publish event-based notifications directly to Member Portal • Automatic opt-in expirations • Zip Code opt-in functionality for residents • Google Public Alerts integration • SMPP based SMS text messaging • Messaging templates to speed up communications • SMS, email, delivery reporting
Set-up, Implementation & Support
<ul style="list-style-type: none"> • Self-service administrative set up, configuration and default preferences • Initial member data upload and test broadcast support • Unlimited access to Everbridge University classes • 24x7 customer support (phone, web, email) • Global support/operations centers for redundant live support



Standard Implementation Scope

Welcome to Everbridge! You're likely ready to get started and begin rolling-out your system. As your Implementations Team, there are a few things we'd like you to know before we reach out and kick things off. Below, you'll find a topical breakdown of what to expect during your onboarding with us:

Preplanning – During Preplanning, Everbridge will configure the account and organization(s), complete with recommended settings. Access will be provided to the organization's main contact. Success will be measured by the client's ability to access their Everbridge account. Clients will also have access to online training and have the ability to load in contacts and send a notification prior to the project kickoff discussion.

Project Launch – During our first call, Everbridge will outline the available onboarding resources and discuss client use cases and project timeline. There will also be a system tour/demo and on-boarding specialists will walk through how to create other users in the system. Success will be measured by the client's understanding of the project scope, and validated by their ability to access the system and learning materials. A first message will also be sent.

- **Who Needs to Be Involved:**
 - o **Required:** Project Lead
 - o **Suggested:** Data Resource (affiliated with HR System of Record), Admin-Level Message Senders/Department Stakeholders
- **After the Call:** Work with Data Resource to get a sample data file configured for testing during the Data Support discussion. Build preliminary user access to Everbridge.

Data Support – During the onboarding process there will be discussions on data options (groups/rules/geo targeting) for selecting who gets a message. We will also discuss options for uploading and maintaining contact data (manual upload, SFTP, API, and/or Opt-in portal as is applicable for the client use case). Success will be measured based on the successful identification of client needs. Either an initial database will be loaded, or a portal will be created for allowing people to self-register. An upload demonstration will also occur.

- **Who Needs to Be Involved:**
 - o **Required:** Project Lead
 - o **Suggested:** Data Resource (affiliated with HR System of Record)
- **After the Call:** Validate data management strategy (manual, Portal, SFTP, or API). Ensure that a subset of data (test group) is loaded prior to the next call.

***Note:** Everbridge Implementations will advise on best practices for data formatting and uploads, but will not perform any SFTP setup, or API coding/setup on behalf of the client, unless Professional Services Technical Hours have been sold in conjunction and the need has been scoped with Professional Services management.



Notifications Support – At least 2 sample messages will be sent during the implementation. Everbridge will also provide an in-depth overview of messaging tools purchased including the features, settings, template options and post notification overview. Success will be measured by the client showing they are able to send their own sample messages that go 1) to the intended people and 2) look and sound as intended by the message sender.

- **Who Needs to Be Involved:**
 - o **Required:** Project Lead
 - o **Suggestion:** Admin-Level Message Senders/Department Stakeholders
- **After the Call:** Create, send, and manage at least one test message from the Everbridge system to a targeted group or rule. Create at least one notification template/message template.

Access Support – An overview of the access Roles will be provided. Recommendations will be provided based on client use case(s). Success will be measured by the core team having access to the Everbridge system, and having the ability to create custom roles, as needed.

- **Who Needs to Be Involved:**
 - o **Required:** Project Lead
 - o **Suggested:** Admin-Level Message Senders/Department Stakeholders
- **After the Call:** Create custom Group Manager, Dispatcher, Incident Operator, or Data Manager roles (as applicable) for different departmental users.

On-Boarding Completion – On-boarding will be completed once all aforementioned topics are introduced, discussed, and reviewed by the client and their on-boarding specialist. The onboarding process will conclude with a Transition Call, which will be attended by the customer point-of-contact, Implementation Specialist, and Account Manager. This discussion will facilitate the introduction to the Account Manager, and will signify the end of the implementation.

- **Who Needs to Be Involved:** Project Owner
- **After the Call:** Pat yourself on the back! Your implementation is complete. Begin working with your Account Manager to develop roll-out plans and branding strategies to get Everbridge the attention it deserves at your organization.

Time Allotment:

Our primary goal is your success, and we've allocated plenty of time to make that happen. Per your contract, your implementation is inclusive of 10 remote hours, to be used within 60 days. These 10 remote hours will be used for the topical, consultative sessions outlined above, and can also be used to help further your understanding of best practices, adoption strategies, etc. Should you feel that more time is necessary once the 10 hours have been used or expired, your Implementation Specialist and Account Manager will outline the best options moving forward and will help to secure the support that you need.



Key Players:

Project Lead

- Main contact
- Project manager for implementing Everbridge Suite
- Generally one or two people
- Oversees entire Everbridge setup process for the organization

System Administrators

- Key decision makers for system set up
- Proficient in your organization's use of the Everbridge system
- Responsible for day-to-day system administration
- Generally one or two people
- Involved in all Everbridge setup activities

Super Users

- Key system users
- Expected to be the heaviest users of Everbridge system and maintain familiarity with the system
- Optional group, generally 4-5 individuals
- Involved in some Everbridge setup activities, usually around creating and sending notifications.

Users

- System end users
- Typically involved in sending messages and reporting on message results
- End users are typically an organization's largest group and will vary in size depending on how Everbridge is being used

IT/Networking Specialist(s)

- Ensures technical requirements for Everbridge system use are met
- Resource for setting up single sign on and integrations
- One or more individuals, depending on need and expertise

Data Manager

- May assist with procuring or managing Everbridge data feeds
- Provides access to data source(s)
- One or more individuals, depending on need and expertise

Stakeholder

- Interested parties with no direct project responsibilities
- Typically executive or managerial level
- Generally slated to receive project updates as needed
- Group size will vary

The following page(s) contain the backup material for Agenda Item: [10:15 Order Dismissing Appeals](#)

*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: Board of Commissioners

FROM: Carol Seeger
Commissioners Administrative Director

RE: Campbell County Board of Equalization

DATE: July 21, 2020

Accompanying this memo please find two orders dismissing Taxpayer appeals currently pending before the Campbell County Board of Equalization.

One pertains to Carbon Creek, LLC and Powder River Midstream and an order of dismissal is being presented due to the settlement of all pending matters consistent with earlier action of the Board of County Commissioners approving a settlement agreement which settled outstanding matters for tax years 2016, 2017, 2018 and 2019.

The second order pertains to appeals by Powder River Coal Company for tax year 2020. The Taxpayer has notified the Board that it has resolved its dispute with the Assessor and no longer wishes to proceed before the Board. Accordingly, an order of dismissal is presented for your approval.

Approval of both orders will vacate the hearings currently scheduled before the Board of Equalization on July 27 and July 29.

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

IN THE MATTER OF THE APPEAL OF
CARBON CREEK ENERGY, LLC
(Property Tax Notices 2019)

Docket No. 2019-03

IN THE MATTER OF THE APPEAL OF
POWDER RIVER MIDSTREAM, LLC
(Property Tax Notices 2019)

Docket No. 2019-04

IN THE MATTER OF THE APPEAL OF
**CARBON CREEK ENERGY, LLC, AND
POWDER RIVER MIDSTREAM, LLC**
(Property Tax Notices 2016, 2017, 2018)

Docket No. 2019-05

ORDER DISMISSING APPEALS WITH PREJUDICE

THIS MATTER having come before the Board upon the Joint Motion to Dismiss filed by counsel for the Taxpayer and the Assessor for the reason that the parties have reached a settlement resolving all issues contained in the above referenced appeals;

IT IS, THEREFORE, ORDERED that the above referenced appeals are hereby dismissed with prejudice with each party bearing its own fees and costs incurred in these matters.

DATED THIS _____ day of July, 2020.

**CAMPBELL COUNTY BOARD
OF EQUALIZATION**

BY: _____
D.G. Reardon, Chairman

ATTEST:

Susan Saunders, Clerk

Distribution:
Nicholas H. Carter & Derek Thrall
Walter F. Eggers
Troy Clements

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

IN THE MATTER OF THE APPEAL OF
Powder River Coal Company
(Property Tax Year 2020)

Docket Nos. 2020-01, 02 and 03

ORDER DISMISSING APPEALS WITH PREJUDICE AND VACATING HEARING

THIS MATTER having come before the Board upon the Settlement and Waiver submitted by the Taxpayer advising that the Assessor and Taxpayer have resolved their dispute regarding the fair market value of Taxpayer's property for tax year 2020 and is waiving its right to further proceedings in this matter;

IT IS, THEREFORE, ORDERED that the above referenced appeals are hereby dismissed with prejudice and the hearing scheduled for July 29, 2020 is hereby vacated.

DATED THIS _____ day of July, 2020.

**CAMPBELL COUNTY BOARD
OF EQUALIZATION**

BY: _____
D.G. Reardon, Chairman

ATTEST:

Susan Saunders, Clerk

Distribution:
Jill Cospers
Troy Clements

The following page(s) contain the backup material for Agenda Item: [10:30 Gillette College](#)

*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.

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE SUBMISSION AN APPLICATION FOR THE CREATION OF A COMMUNITY
COLLEGE DISTRICT AND CREATION OF A TASK FORCE**

WHEREAS Wyoming Statute §21-18-312 authorizes the formation of a community college district by submission of an application if minimal prerequisites are satisfied; and

WHEREAS, Campbell County satisfies the prerequisites in that Campbell County has an assessed valuation of not less than \$100,000,000 with the actual assessed valuation for fiscal year 2020-2021 being \$2,242,015,313 and there are more than 1,500 students regularly enrolled in grades 9 through 12 with the actual number being 8,750 ; and

WHEREAS, the application must be in a form prescribed by the Community College Commission; and

WHEREAS, the Board deems it expediate to create a task force to assist in the application process;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE COUNTY OF CAMPBELL, WYOMING, that the Board of Campbell County Commissioners hereby authorizes the submission of an application for the creation of a community college district with the district boundaries to encompass the boundaries of Campbell County and designates the following individuals to serve on a task force to assist in the development of the application and supporting materials: See Attached Exhibit A

RESOLVED THIS _____ day of July, 2020.

ATTEST:

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

Susan Saunders, Campbell County Clerk

D.G. Reardon, Chairman