



NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA

Tuesday, September 20, 2022 5:30 p.m.
Natrona County Courthouse, 200 North Center, Casper, Wyoming
2nd Floor, District Courtroom #1

Paul Bertoglio, Commissioner
Rob Hendry, Commissioner
Jim Milne, Commissioner
Peter Nicolaysen, Commissioner
Dave North, Commissioner

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF CONSENT AGENDA**
- V. CONTRACTS, AGREEMENTS, RESOLUTIONS**
- V. PUBLIC COMMENTS**
- VI. COMMISSIONER COMMENTS**
- VII. ADJOURNMENT**

Agendas are subject to amendments



**NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Paul Bertoglio, Commissioner
Rob Hendry, Commissioner
Jim Milne, Commissioner
Peter Nicolaysen, Commissioner
Dave North, Commissioner

CONSENT AGENDA

Tuesday, September 20, 2022 5:30 p.m.

Natrona County Courthouse, 200 North Center Street, Casper, Wyoming
2nd Floor, District Courtroom

I. APPROVAL OF SEPTEMBER 6, 2022 MEETING MINUTES

II. APPROVAL OF BILLS § 2,232,623.62

III. CONTRACTS, AGREEMENTS, RESOLUTIONS:

A. Amundsen Associates, LLC-Change Order #1 \$13,500.00 for Casper Mountain Trails Center

B. Contract between WY Department of Family Services (DFS) & NC BOCC – (TANF October 1, 2022 –September 30, 2023)

IV. BOARD APPOINTMENTS

A. Debera Siems-Central WY Seniors Services Board of Directors

V. STATEMENT OF EARNINGS: Clerk of Court \$29,420.96; Development \$32,871.48; R&B \$209.80; Lake \$8,047.30; County Clerk \$98,687.70; Lodging Tax \$559.83; Sales Tax \$399.87; Tower Lease Payment \$6,719.58

VI. TAXROLL CORRECTION 2022: DAVY, JONATHAN R (218.67);WALES, RONALD JTWROS(46.28);HARBAUGH, WAYNE E (162.25);ATCHLEY, JONATHAN H (325.00);BEECHER, GREGORY D (501.00);BEUVING, WESLEY BLAKE (325.00);BOAM, TRAVIS (325.00);BROWN, LEONARD M(325.00);BYER, SCOTT E (325.00);CLAIR, CHARLES ANDREW (325.00); KERRY V CLARK & GLORIA L CLARK JOINT LIVING TRUST(\$325.00);TIMOTHY P COLLING PROPERTIES (325.00); DAHILL, ANDREW S TRUSTEES (325.00);DE ROP, JAMES (325.00);DRANEY, MICHAEL A (325.00);ENDERS, TYLER R (325.00);GENOFF, DALE A (325.00);GILBERT, STEVEN V (325.00);GRANT, KRISTINA I (325.00);GURKIN, PATRICIA H (325.00);HARGAN, KARJANA A (325.00);GREGORY LYNN HAGER LIVING TRUST (325.00);HEDGES, DALLAS V(325.00);DARIN W DARLA E HOMER LIVING TRUST (325.00);JENKINS, JOSHUA C (325.00); JENNINGS, LUKE (325.00); JOHNSON, ALBERT E (125.00);KUHN, JEFFREY (325.00);BRUCE A LAWSON LIVING TRUST (500.00); MATTHEW F LEWIS LIBING TRUST (501.00); LINEWEBER, THOMAS E (324.00);LUDWIG, MATTHEW KARL (501.00); MANSOUR-FRIES , NADIA JANE (325.00); MASON, TODD (500.00); MC FALL, RICKY (125.00); MC KINNEY, TRISTAN (325.00);MUNDORF, DAVID (325.00);NOGLE, MARC O (325.00); NORBERG, MICHAEL A (325.00);POTTER, JAMES R (325.00);QUIROZ, JOSEPH P (125.00);ANTHONY E & WENDY RICH TRUST (325.00); SCOTT, KATHERINE L (325.00); SHAW, MICHAEL R (325.00); SHERRY, MARY LOU (325.00);STEARNS, JOHN L (325.00);STONE, ANDREW J (325.00); TERRY WAYNE STONE & MARGARET JO STONE LIVING TRUST (325.00);SWITZER, TIM D TRUSTEE (325.00); THRELKELD, PAUL M (324.00);TERRY D VINCENT LIVING TRUST; DEBRA Y VINCENT LIVING TRUST (125.00); WALKER, EVERETTD (325.00);WHAALLEN, RICHARD A (325.00); WILLMS, RICHARD (325.00);WILSON, JAMES S (325.00);WOODARD, TERRY L (325.00);ZIEGER, JEFFREY F (125.00); ZIEROLF, PAYTON C (325.00);BACH, PHILLIP P 300.00;BELL, CRYSTAL 200.00;BURY, ROBERT D 200.00; COPPERLEAF CUSTOM BUIDLERS OF WY 300.00; GILBERT, DUSTIN B 200.00;GROGAN, THOMAS M 200.00;JUAREZ, JUSTIN 425.00;KELLEY, DAVID M 200.00; LAMB, STEVEN 200.00; LESHER, STEVEN M 200.00; MC FALL, RICKY 200.00 ; MICHAEL, JOHN B ATTN: TAMMY MICHAEL 200.00; DIRK A MONTGOMERY LIVING TRUST & GILLIAN M JURKOFKY-MONTGOMERY LIVING TRUST 200.00; ODEGARD, LOREN M 200.00; RAGSDALE, JERRY L 200.00; RENEY, SHAWN 200.00;SANTISTEVAN, CAMERON 225.00;

SCHMIDT-O'CONNELL, MICHELLE L 225.00; SHREVE, GENTRY D 200.00; STEVENS, JOSHUA R 200.00; THOMAS, WILL J III 200.00; WILLIAMS, DOUGLAS A 200.00;

Agendas are subject to amendments

**BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
September 6, 2022**

The regular meeting of the Board of County Commissioners was brought to order at 5:30 p.m. by Chairman Paul Bertoglio. Those in attendance were Commissioner Jim Milne, Commissioner Peter Nicolaysen, Commissioners Dave North, County Attorney Eric Nelson, County Clerk Tracy Good and Michelle Maines, Commissioners' Assistant. Commissioner Rob Hendry was absent.

Consent Agenda:

Commissioner Nicolaysen moved for approval of the Consent Agenda as presented. Commissioner Milne seconded the motion. Motion carried.

Contracts, Agreements, Resolutions:

A. Resolution 29-22 Authorizing Wyoming Downs, llc. to Conduct Pari-Mutuel Wagering on Live Horse Racing, Historic Horse Racing, and Simulcast Events within NC, WY and Specifically at Split Happens/Sunrise Lanes, 4370 Poplar Street Casper, WY 82601

B. Resolution 27-22 Authorizing Wyoming Downs, llc. to Conduct Pari-Mutuel Wagering on Live Horse Racing, Historic Horse Racing, and Simulcast Events within NC, WY and Specifically at The Hangar Bar And Grill, 1410 Prairie Lane, Bar Nunn, WY 82601

C. Resolution 28-22 Authorizing Wyoming Downs, llc. to Conduct Pari-Mutuel Wagering on Live Horse Racing, Historic Horse Racing, and Simulcast Events within NC, WY and Specifically at Troopers Bar And Grill, 1801 East E Street Casper, WY 82601

Traci Lacock, Hirst Applegate, representing WY Downs gave a brief report/presented and answered questions.

Commissioner Milne moved to approve Resolution 29-22. Commissioner North seconded the motion. Motion carried.

Commissioner Milne moved to approve Resolution 27-22. Commissioner Nicolaysen seconded the motion. Motion carried.

Commissioner Milne moved to approve Resolution 28-22. Commissioner North seconded the motion. Motion carried.

Public Comments:

Chairman Bertoglio opened the floor to public comments. Hearing no further comments the floor was closed.

Commissioner Comments:

Chairman Bertoglio opened the floor to Commissioner Comments. Hearing no further comments the floor was closed.

Adjournment:

There being no further business to come before the Board of Commissioners, Chairman Bertoglio adjourned the meeting at 5:49 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

Paul C. Bertoglio, Chairman

ATTEST:

NATRONA COUNTY CLERK

Tracy Good, County Clerk

Newspaper listing for Bills 8/31/2022 through 9/13/2022

136 vendors listed

Total: \$ 2,232,623.62

A&I / ST OF WY ENT TECH \$25.75	KAUFMAN, JAHNA K \$400.00
ABC LEGAL SVCS \$178.00	KIESLER POLICE SUPPLY INC \$681.78
ACE HARDWARE \$19.98	LEE ENTERPRISES ADVERTISING \$266.20
ADVANCE STORES CO INC, DBA ADVANCE AUTO PARTS \$59.25	LEXISNEXIS MATTHEW BENDER- \$549.77
AFLAC PREMIUM HOLDING \$4024.95	M.A.D. TRANSPORTATION & TOWING \$7700.00
AG DEPT \$12673.00	MOORE, CHRISTOPHER dba PRINTWORKS \$3176.89
ALCOHOL & DRUG TESTING \$2260.00	MOSTELLO, ROBYN \$122.50
ALL AROUND TOWING & RECOVERY/CASPER \$7000.00	MOTOROLA SOLUTIONS INC \$8658.14
ALSCO \$427.18	MTN STATES LITHOGRAPHING \$24800.65
AMBI MAIL & MARKETING \$391.51	MULLEN, ROBERT L \$225.00
ARMIJO, SHEILA \$101.98	NATIONWIDE \$340.00
ASSESSOR \$61058.06	NELSON, JOSHUA \$63.03
AT&T MOBILITY \$2308.74	NORCO SEATTLE \$3274.89
ATLAS OFFICE PROD \$1738.14	ORCHARD TRUST \$24751.71
AXIS FORENSIC TOXICOLOGY \$780.00	OUTPATIENT RADIOLOGY \$593.04
B & B RUBBER STAMP SHOP \$271.30	POST AND ASSOCIATES \$4650.00
BAR D SIGN CO \$726.18	QUALITY OFFICE SOLUTIONS INC \$150.46
BENNETT, THOMAS L MD \$3600.00	R & B - LAKE \$25765.00
BLACK HILLS ENERGY \$882.21	R & B/ADMIN \$61230.60
BLOEDORN LUMBER \$161.33	R & B/PARKS DEPT \$21521.40
BOB BARKER INC \$1341.75	R & B/VEHICLE SVC \$17343.49
BRYAN, HEATHER \$103.95	REEVES, RICHARD \$111.96
CAPITAL BUSINESS SYS INC \$415.78	RICOH USA INC \$825.73
CASPER BUICK GMC CADILLAC \$49500.00	RISSLER, CYNTHIA \$46.88
CASPER- NC HEALTH DEPARTMENT \$455.00	RMP \$82634.93
CENTURYLINK \$6214.45	ROOTER SEWER SVC INC \$228.00
CITY OF CASPER \$5588.52	SECRETARY OF STATE \$60.00
CLARK, JAMES A \$109.38	SHAMROCK FOODS CO \$11823.38
CLERK OF COURT/ADMIN \$57818.56	SHEETS, RYAN \$67.50
CLERK OF DISTRICT COURT \$1920.00	SHERIFF/ADMIN \$344084.82
CLERK/ADMIN \$74128.08	SHERIFF/COURTHOUSE SECURITY \$68889.84
COCA-COLA BOTTLING CO \$170.25	SHERIFF/EMERGENCY MNGT \$11738.00
COMMISSION/ADMIN \$10416.65	SHERIFF/NEW JAIL \$419440.61
COMMISSION/COUNTY ATTORNEY \$26834.20	SMITH PSYCHOLOGICAL SVCS \$400.00
COMMISSION/COUNTY DEV \$33066.21	SOURCE OFFICE & TECHNOLOGY \$53.08
COMMISSIONER/ HR \$8333.33	SPECTRUM \$1118.60
COMMISSIONERS/MAINT. SALARIES \$30725.32	STAPLES & SUBSIDIARIES \$189.99
COMMUNICATION TECHNOLOGIES INC \$346.50	STOTZ EQUIPT \$13.96
CONCORDANCE HEALTHCARE SOLUTIONS \$237.07	SUMMIT FIRE & SECURITY \$9.75
CORONER \$21567.18	SWENSON, JANE MALSOM \$39.00
COWBOY CHEMICAL \$658.95	SYSO FOOD SVCS OF MONTANA \$395.28
CPS DISTRIBUTORS \$39.95	THE MASTER'S TOUCH \$21600.00
CROSSROADS COUNSELING \$5000.00	THOMAS Y PICKETT & \$5700.00
CROWE, WENDY \$290.89	THOMAS, RYAN \$55.53
CRUM ELECTRIC SUPPLY CO \$27.72	TREASURER \$63453.79
CSE \$46013.66	TROUGHTON, LANIE \$118.13
CY ACE HARDWARE \$104.23	UNITED TRUCK & EQUIPT \$157.44
DEWITT WATER SYS \$75.35	US FOODS INC \$9843.77
DOOLEY OIL/CASPER \$69.00	VERIZON \$2663.62
DRUG COURT \$18602.51	VITAL RECORDS CONTROL (VRC) \$83.93
ELECTION SYS & SOFTWARE \$790.60	VOLK, JEREMIAH \$265.19
ENERGY LABORATORIES INC \$52.00	WACO/CHEYENNE \$900.00
FASTENAL CO \$344.48	WASHINGTON NATIONAL INS \$1576.96
FERGUSON WATERWORKS #1116 \$75.64	WEAR PARTS INC \$299.15
FIRST INTERSTATE BANK \$32503.68	WESAW, JEROD RAY \$110.00
FREMONT MOTOR CASPER INC \$47404.00	WESTERN SIGN & DESIGN \$185.00
GALLS \$1284.28	WHIPPS, JAMES \$215.00
GREINER FORD OF CASPER \$439.34	WHITE'S MOUNTAIN MOTORS \$748.87
HITEK COMMUNICATIONS \$73237.40	WIDDOSS, JASON \$96.00
HOBART SALES & SVC \$177.00	WIMACTEL INC \$154.00
HOSE & RUBBER SUPPLY \$250.90	WISTISEN, JOSEPH \$60.00
ICMA RETIREMENT TRUST - 457 \$80.00	WY COUNTY ASSESSOR'S ASSOC \$200.00
INDUSTRIAL DISTRIBUTORS \$258.79	WY DEPT. OF WORKFORCE SVC \$13679.91
IT \$40337.09	WY LAW ENFORCEMENT ACADEMY \$846.00
JACOBSEN, JODDEE \$418.92	WY ORAL & MAXIOFACIAL SURGERY \$4185.00
JDC INVESTIGATIONS \$800.00	WY RETIREMENT SYS \$258187.92

JIVIDEN, KEN \$99.74
JOHNSON, BRETT \$886.45

WY SIGNS \$187.50
WY STEEL RECYCLING IRON & \$312.74



Natrona County Commissioners

200 North Center, Room 115
Casper, WY 82601
Phone (307) 235-9202
Fax (307) 235-9486

Paul Bertoglio, Commissioner
Rob Hendry, Commissioner
Jim Milne, Commissioner
Peter Nicolaysen, Commissioner
Dave North, Commissioner

September 20, 2022

Debera Siems
1470 Ivy Lane
Casper, WY 82609

RE: CENTRAL WYOMING SENIOR SERVICES BOARD

Dear Debera,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the Central WY Senior Services Board of Directors. The Commissioners have appointed you to fill the unexpired term ending December 31, 2024. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

Paul C. Bertoglio, Chairman
Board of Natrona County Commissioners

PCB/mlm

Additional Service Agreement #1

This **AMENDMENT** dated: September 7, 2022
(Insert this Amendment's effective date)

is made to the **AGREEMENT** dated March 15, 2022
(Insert the date of the Agreement between the Architect and the Owner)

BETWEEN the Architect:

Amundsen Associates, LLC
212 East 2nd Street
Casper, WY 82601

and the Owner:

Natrona County Board of County Commissioners
200 N. Center, Suite 115
Casper, WY 82601

for the following Project:

Casper Mountain Trails Center
(located at the old lodge site)

The Architect and the Owner agree that the terms and conditions governing the Architect's services and responsibilities under the Agreement referred to above shall be amended to include the Additional Services specified in this Amendment as an addition to the Architect's services and responsibilities under that Agreement.

Additional Services shall be described below:

Add Service #1 –

Building and site modifications as requested at a meeting on August 23, 2022, and a subsequent meeting on September 7, 2022.

The fee for the above work will be amended as follows:

Original Fee:	\$337,890.00
Add Service #1:	\$13,500.00
Revised Fee:	\$351,390.00


This Amendment entered into as of the day and year first written above.

OWNER

(Signature)

Paul Bertoglio-Chairman

ARCHITECT



(Signature)

Ronald Shosh, Jr., AIA – Principal Architect

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY
ERIC K. NELSON

BY: 
DATE: 9-13-22

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF FAMILY SERVICES
AND
NATRONA COUNTY COMMISSIONERS**

1. **Parties.** The parties to this Contract are Wyoming Department of Family Services (Agency), whose address is: 2300 Capitol Avenue, Third Floor, Hathaway Building, Cheyenne, Wyoming 82002, and Natrona County Commissioners (Contractor), whose address is: 200 North Center, Room 157, Casper, Wyoming 82601.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall operate the Temporary Assistance for Needy Families Community Partnership Initiative (TANF CPI), a community plan which will provide a continuum of services to Natrona County families as outlined in the Program Statement of Work, Attachment A, 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 October 1, 2022, or Effective Date, whichever is later, through September 30, 2023. 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 and in Attachment A. Total payment under this Contract shall not exceed eighty-five thousand, five hundred dollars (\$85,500.00). Payment shall be made monthly in accordance with the pay schedule in Attachment B, TANF CPI FFY23 Quarterly Report and Invoice, 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. The federal source of funding is TANF, CFDA #93.558.
 - 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. Provide the services described in Attachment A;

- B. Enhance sustainability beyond the funding period;
- C. Determine TANF eligibility for families participating in the program. Contractor shall ensure that the TANF Participant Application and Eligibility Form, Attachment C, which is attached to and incorporated into this Contract by this reference, shall be completed, including social security number, for each family being billed under this Contract or, upon Agency approval, an acceptable substitute, when determining eligibility for families participating in the program;
- D. Bill the Agency for funding no less than quarterly. The Contractor shall only bill for services provided to TANF eligible families. Contractor shall use the TANF CPI FFY23 Quarterly Report and Invoice, Attachment B, when submitting quarterly invoices. The quarterly invoice shall be submitted within thirty (30) days following the end of the quarter;
- E. Limit the administrative costs at ten percent (10%) of the program costs per invoice submission;
- F. Provide quarterly program performance reports to the Agency. Contractor shall validate all outcomes utilizing quantitative and qualitative data. The report in Attachment B shall be used for each quarterly report;
- G. Provide reporting that is sufficient to provide an audit trail for state or federal auditors to determine accuracy of direct and indirect costs. Reports shall be submitted within thirty (30) days following the end of each quarter;
- H. Not use funds to purchase non-tangible assets or to purchase or lease equipment. Leased equipment includes the rental of equipment for any period of time, computers or computing devices for agency use or for participants;
- I. Not use funds to provide cash, checks, cash equivalents or cash redeemable cards to individuals served by the program; and
- J. Obtain prior approval from the Agency for all budget changes which deviate from the submitted budget in Attachment A.

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

- A. Pay Contractor in accordance with Section 4 above;
- B. Instruct Contractor on eligibility for TANF funding;
- C. Monitor quarterly invoices and performance reports for accuracy and to ensure they meet the requirements of TANF and this Contract; and
- D. Monitor Contractor's efforts in securing other funding to ensure the program is sustainable after the funding period.

7. **Special Provisions.**

- A. Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.
- B. Environmental Policy Acts.** Contractor agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. Kickbacks.** Contractor 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 Contractor 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, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.

- G. 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.
- 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 Contractor 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, Contractor 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, Contractor 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.** Contractor 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.** Contractor 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 Contractor purchases ownership using funds awarded under this Contract. Contractor must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Contractor 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. Contractor 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, Contractor 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.** Contractor 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. Contractor 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.** Contractor 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 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, 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 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, Program Summary, consisting of thirty-six (36) pages; Attachment B, TANF CPI FFY23 Quarterly Report and Invoice, consisting of seven (7) pages; and Attachment C, TANF Participant Application and Eligibility Form, consisting of two (2) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- 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.

- 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. 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 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.
- Q. 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. § 9-2-3204(b)(iv).

- R. Insurance Requirements.** Contractor 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.
- S. 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.
- T. 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.
- U. 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.
- V. 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.
- W. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this 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.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

Z. 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.

AA. 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.

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

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

AGENCY:
Wyoming Department of Family Services

Korin A. Schmidt, Director

Date

Kristie Arneson, Economic Security Senior Administrator

Date

CONTRACTOR:
Natrona County Commissioners

Paul C. Bertoglio, County Commissioner Chairman

Date

Tracy Good, County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Meg Pope # 225902

Megan Pope, Senior Assistant Attorney General

9/12/22

Date

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY
ERIC K. NELSON

BY: Eric K. Nelson
DATE: 9-13-22