

INFORMATION PACKET

Friday, June 23, 2023



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C.A.S.P.E.R.

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

The Grid
Working Draft of Council Meeting Agendas

June 27, 2023 Councilors Absent: Engebretsen			
Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Follow-up		4:30	5 min
Homeless Coalition	Direction Requested	4:35	30 min
Optional 1% Tax (Tentative)	Direction Requested	5:05	20 min
Ordinance Regarding Feeding Turkeys	Direction Requested	6:25	20 min
Rec Enterprise Business Plans Part 1 (Golf & Hogadon)	Direction Requested	6:45	30 min
Judge Evaluation Form	Direction Requested	7:15	10 min
Station 3 Roof	Direction Requested	7:25	20 min
Agenda Review	Direction Requested	7:45	10 min
Legislative Review		7:55	10 min
Council Around the Table (Parade Dog Walkers & Donate Life)	Direction Requested	8:05	20 min
Approximate Ending Time:			8:25

WEDNESDAY, July 5, 2023 Councilors Absent:					
Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Pre-Meeting: Donate Life (Tentative approval needed)					
Approval of 6/16 Emergency Meeting Minutes					C
Approval of 6/20 Minutes					C
Est PH - JTL Group Inc Addition Subdivision (July 18)					C
Est PH - Elkhorn Village Addition No. 3 (July 18)					C
Est PH - Annexation of JTL Group Inc. Addition (Sept 5)					C
Est PH - Annexation of Elkhorn Village Addition No. 3 (Sept 5)					C
3rd Reading - Adoption of 2023 National Electric Code			N		
3rd Reading - Chinook LAD			N		
Continued Resolution - Coffman Ave Improvements				N	
Authorizing Amendment #1 to the License Agreement with NCWOCS MPL 33 - Year Sites Tower Holdings LLC for an Existing Wireless Communication Facility Located at 1903 North Poplar Street.				C	
Authorizing an Agreement with Myers & Sons Construction LLC for the Sam H. Hobbs Waste Water Treatment Plant (WWTP) Secondary Treatment Facilities Rehabilitation, Phase 2.				C	
Authorize an Improvement Contract with the Property owners at 5000 Chinook Trail Road, Casper, WY 82602.				C	
Authorizing an Agreement with Treto Construction, LLC, in the amount of \$2,481,335.00, for the Westridge Improvements Phase 1, Project No. 21-065.				C	
Authorizing an Agreement with Pinnacle Construction, Inc., in the Amount of \$424,880.00 for the Fire Station No. 3 Roof Replacement, Project No. 19-034.				C	
Authorizing a Procurement of Goods Agreement with Z&M Enterprise, LLC for UV Disinfection System Components for use at the Wastewater Treatment Plant in the amount not to exceed \$74,377.00.				C	
Authorize an Amendment to the Revocable License Agreement with Natrona County, for Installation of Protective Bollards. The Amendment allows Sidewalk Planters as part of the Agreement.				C	
Authorize Revocable License Agreement with Centurylink Communications, LLC., dba Lumen Technologies Group, for Installation and Maintenance of a Fiber Optic Line.				C	

Agreement for Elevator Maintenance Services with Kone Corporation (tentative)				C	
Approving the Senior Center Lease				C	
Approving the Replat Creating the North Casper Addition No. 3 and the Associated Subdivision Agreement.				C	
Exec Session: Land					

July 11, 2023 Councilors Absent:			
Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Follow-up		4:30	5 min
Code Enforcement – Potential Code Changes	Direction Requested	4:35	40 min
Rec Enterprise Business Plans Part 2 (Fort Caspar, Rec Center, Ice Arena & Aquatics)	Direction Requested	5:15	60 min
MOU School District and City for Youth Volleyball	Direction Requested	6:15	30 min
Council Goals	Direction Requested	6:45	45 min
Agenda Review		7:30	20 min
Legislative Review		7:50	20 min
Council Around the Table		8:10	20 min
Approximate Ending Time:			8:30

Tuesday, July 18, 2023 Councilors Absent:					
Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Pre-Meeting:					
Approval of 7/5 Minutes					C
Public Hearing - JTL Group Inc Addition Subdivision		N			
Public Hearing - Elkhorn Village Addition No. 3		N			
Sponsorship & Naming Rights Global Spectrum (tentative)				C	
SMOU School District for Youth Volley Ball				C	
Evansville Texas Street Extension Study Approval				C	

July 25, 2023 Councilors Absent:			
Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Follow-up		4:30	5 min
		4:35	
Agenda Review			20 min
Legislative Review			20 min
Council Around the Table			20 min
Approximate Ending Time:			

August 1, 2023 Councilors Absent:					
Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Approval of 7/18 Minutes					C
2nd Reading - JTL Group Inc Addition Subdivision			N		
2nd Reading - Elkhorn Village Addition No. 3			N		

August 8, 2023 Councilors Absent:			
Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Follow-up		4:30	5 min
Agenda Review			20 min
Legislative Review			20 min
Council Around the Table			20 min
Approximate Ending Time:			

August 15, 2023 Councilors Absent:					
Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Approval of 8/1 Minutes					C
3rd Reading - JTL Group Inc Addition Subdivision			N		
3rd Reading - Elkhorn Village Addition No. 3			N		

August 22, 2023 Councilors Absent:			
Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Follow-up		4:30	5 min
Budget Amendment #1 FY24			
Agenda Review			20 min
Legislative Review			20 min
Council Around the Table			20 min
Approximate Ending Time:			

Future Agenda Items

Council Items:

Item	Date	Estimated Time	Notes
Formation of Additional Advisory Committees			
Excessive Vehicle Storage			
Graffiti Abatement & Alternatives			
Safe Place Program Implementation & Resolution			
Livability/Marketing Follow-up			
Special Event Permitting Process			
Camping Ordinance & SOP Follow-up			
One Cent Funding Application Process Debrief			
One Cent Allocation Compliance Follow-up			
General Businesses Licenses			
Snow Route Declarations			Late Summer
Snow Plow Ordinance			Late Summer
Funding for Sidewalk Repairs/Homeowner			
Parking Garage Update from Republic			
Naming City Equipment			Summer
Liquor License Incentive and Responsible Sales Program			
Wyoming 211			
Youth Commission (Discrimination)			
Municipal Judge Evaluation			

Staff Items:

CBC Public Safety Design			July
Downtown Parking Kiosks			
City Inspectors Authority/Oversight of Licensed Contractors			
Speed Limit Ordinance Review			August
Unpaid Utility Ordinance Amendment			
Part 2 Ford Wyoming Center			September
Judge's Quarterly Update	September 5 December 5	15 minutes	Recurs Quarterly
Parks Master Plans MOU's			
Community Readiness Application for Utility Installation Around FWC/Sports Ranch			
Casper Mountain Property Easement Request			
North Platte Development Plan			August
Banner Health & Fire Agreement			July (Tentative)

Potential Topics-- Council Thumbs to be Added:

Future Regular Council Meeting Items:

Annexation of JTL Group Inc. Addition	PH 9/5; 2nd reading - 9/19; 3rd reading - 10/3		
Annexation of Elkhorn Village Addition No. 3	PH 9/5; 2nd reading - 9/19; 3rd reading - 10/3		
Budget Amendment #1	PH Resolution 9/5		
Executive Session: Personnel	9/19/2023		

Retreat Items:

Economic Development and City Building Strategy

June 23, 2023

MEMO TO: J. Carter Napier, City Manager **acw**

FROM: Cindie Langston, Acting Public Services Director
Alex Sveda, P.E., City Engineer

SUBJECT: Updated Cost Information Related to Agreement with JTL Group, Inc. dba Knife River, in the amount of \$1,972,626.50, and a deduct change order in the amount of \$119,015.00, for a revised contract price of \$1,853,611.50 for the Coffman Avenue Skyridge to W. 25th Street, Project No. 19-030.

Meeting Type & Date
Council Meeting
July 5, 2023

Action Type
Additional Information

Recommendation:

That Council, by resolution, authorize an Agreement with JTL Group, Inc. dba Knife River, for construction of the Coffman Avenue Skyridge to W. 25th Street, Project No. 19-030, for the base bid amount of \$1,972,626.50, with a deduct change order in the amount of \$119,015.00, for a revised contract price of \$1,853,611.50. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$92,680.50, for a total project amount of \$1,946,292.00.

Summary:

On May 16, 2023, the City of Casper received two (2) bids for the Coffman Avenue Skyridge to W. 25th Street, Project No. 19-030. The bids received are as follows:

Contractor	Location	Base Bid
Knife River Construction	Casper, Wyoming	\$1,972,626.50
Andreen Hunt Construction	Casper, WY	\$2,155,620.00

The project includes concrete curbwalk improvements, the removal and replacement of 810 feet of watermain, 210 feet of sanitary sewer main, 4 sanitary manholes, 104 feet of storm sewer, and asphalt mill & overlay from Skyridge Road to Hanway Avenue. Construction of the improvements is to be substantially completed by June 14, 2024.

Deduct Change Order No. 1 (CO1) is recommended to reduce the total contract amount closer to available funding. Portions of the concrete curbwalk work and asphalt mill & overlay work were both eliminated for a savings of \$119,015.00. The total amount of CO1 is \$119,015.00.

A comparison of the cost estimate and the low bid (with CO1 applied) is summarized below:

Division Work	Estimate Totals	Bid Totals	Overages
Streets	\$1,146,000.00	\$1,247,515.00	\$101,515.00
Water	\$124,002.00	\$515,103.00	\$391,101.00
Sewer	\$30,760.00	\$210,008.50	\$179,248.50
Total	\$1,300,762.00	\$1,972,626.50	\$671,864.50

Due to the rising material costs of asphalt as well as water and sewer utility material costs, the disparity between the original cost estimate and the low bid of \$1,972,626.50 was \$671,864.50.

The \$671,864.50 overages are 12% in labor costs and 88% in materials costs. The costs of water and sewer PVC piping, valves, fittings, etc. has exponentially increased in the past four (4) years and labor similarly has increased significantly since 2020.

Financial Considerations:

Funding for this project will be from the following combination:

1. Optional One Percent #16 Funds for Streets in the amount of \$1,183,250.40
2. Optional One Percent #16 Funds for Water in the amount of \$548,354.35
3. Optional One Percent #16 Funds for Sanitary Sewer in the amount of \$214,687.25

Oversight/Project Responsibility:

Mark Harris, P.E., Associate Engineer II

Attachments:

Resolution

Agreement

Exhibit "A" – Bid Form

Exhibit "B" – Bid Schedule

Exhibit "C" – Revised Bid Schedule

CO1



Contractors Licensing and Appeals Board Meeting Minutes from: June 15, 2023

MEMBERS PRESENT:

Scott Warren
Steven Walkin
Sean Lijewski

MEMBERS ABSENT:

Jeremiah Holtus
Travis Briggs
Jak Hollinger
Ian Alvstad

CITY COUNCIL:

None Present

CITY STAFF PRESENT:

Justin Scott
Deeann Miller

CALL MEETING TO ORDER:

The Board meeting for June was cancelled due a lack of quorum.

MONTHLY REPORT UPDATE:

Attached is the May Building report.

Commercial Construction Update:

Below is a breakdown of the 12 major commercial projects that are in progress:

Note: All projects are not included in this list; smaller projects including remodeling, alterations and additions may not be listed.

- LDS Temple (3011 Independence Dr.) Interior connections and finish are in process. Stone veneer is being installed and the steeple structure is being framed.



- Liberty Square Apartment Complex, 60 units (1100 S. Beverly St), Bld. A is complete and waiting on the electrical service gear to energize the building. Building B Towers 1-3, and the Community Center, interior finishes are in process. The anticipated completion for this project is the end of June 2023 for Building A and the Community Center, and the end of June to beginning of July 2023 for Building B. The availability of the electrical service equipment is the reason that this project is being held up.
- Wal-Mart East Interior Remodel (4400 E. 2nd St.) Fire pump and sprinkler piping in process.
- Casport Mint, (170 Star Lane) Phase 1 is nearing completion, mezzanine office areas are in trim phases, this project has been divided into 7 phases. The 2nd machine is installed and operational. Phase II is being designed and scheduled to begin shortly.
- La Cocina Restaurant (4110 Centennial Hills) Interior and exterior finishes are in process. Kitchen equipment is currently holding up the completion date which is anticipated to be near the end of June.
- Alma Business Bld. (260 W. 1st St, Old Bakery) T.C.O. was issued for the front business portion of the building. The residential portion is anticipated to be finished shortly.
- Nolan Phase II (225 S. David St. Condominiums) Interior and exterior finishes are in process for all three units.
- Jump Craze (SE Wyoming Blvd near E 21st St) The permit has been issued. Site work and foundation is in process.
- Harbor Freight Expansion (Sunrise Mall) Final finishes are in process.
- Discount Tire (4990 E. 2nd St near the Residence Inn) Site work is in process and the foundation has been poured, CMU walls are in process.
- Johnstone Supply (3100 E. Yellowstone) A T.C.O. for occupancy was issued. They are awaiting service gear for permanent power. Once permanent power is established they will be issued a C.O.
- 307 Chiropractic (5980 Enterprise Dr near Menards) Site work is in process and the foundation has been poured. Framing is in process.

Projects Completed:

- There were no major commercial projects completed this month.

Approved projects not started:

- Blackmore Market Place Shops (5081 E. 2nd St.)
- Wyoming Food for Thought (Old North Casper School)
- City Hall Project SAFE



New Projects Submitted for Approval:

- Core/Shell Building (Next to Marshals, Newport Rd.)
- Fairfield by Marriott (West D St)

Anticipated Projects:

- WYO Sports Ranch (near the Events Center) 133,000 sq. ft. indoor sports facility.

Demolition Projects:

- YMCA – Old YMCA is in the process of being demolished. The site will be paved for additional parking and the East existing gym is to remain.

NEW BUSINESS:

None

LICENSE APPLICATIONS:

- Scott Warren, Steven Walkin, and Sean Lijewski voted in person to approve all applicants to test. Jeremiah Holtus, Ian Alstad, Jak Hollinger, and Travis Briggs approved all applicants to test via e-mail correspondence.

General Contractors:

Adam Bram: ABBA Properties – Class II General Contractor

Benjamin Warren: Class III General Contractor

Mechanical Applications:

Trevor Tyree – Mechanical Journeyman – Current city apprentice since 2021

Plumbing Applications:

None

COMPLAINTS:

None

UNSAFE STRUCTURES ORDINANCE:

None

COMMENTS:

None



ADJOURN:

None

Respectfully Submitted,

Justin Scott, Secretary

From: Liz Becher

Sent: Thursday, June 22, 2023 11:31 AM

To: Renee Jordan-Smith <rjordansmith@casperwy.gov>

Cc: Carter Napier <cnapier@casperwy.gov>

Subject: For the Info Packet: City's Executive Team plants community gardens at LifeSteps Campus

Last Wednesday, June 7th, members of the City's Executive team planted the community gardens at Life Steps Campus. The Campus is owned by the City of Casper and managed by the Casper Housing Authority. The community gardens provide fresh produce for the residents on the Campus, as well as opportunities to tend the gardens and socialize.

The team weeded and prepared the 16 garden beds, before planting the vegetable plants and sowing in seeds.

The gardens will have tomatoes, cilantro, celery, squash, cucumber, oregano, corn, cabbage, beets, kale, green beans, zucchini, sweet peppers, and peas.

It was a wonderful experience and everyone is looking forward to watching the garden grow!













Forced Clean Up/1500 Blk of Westridge Pl
June 14th, 2023

Code Enforcement Staff;

Craig Collins; Code Enforcement Manager

Amber Jividen; Code Enforcement Supervisor

Justine Tuma & Kyle Brock; Code Enforcement Officers

Law Enforcement Standby

Officer Husted, overtime costs \$120.94

E and F Wrecker

2 Wreckers @ \$150 per tow = \$300.00

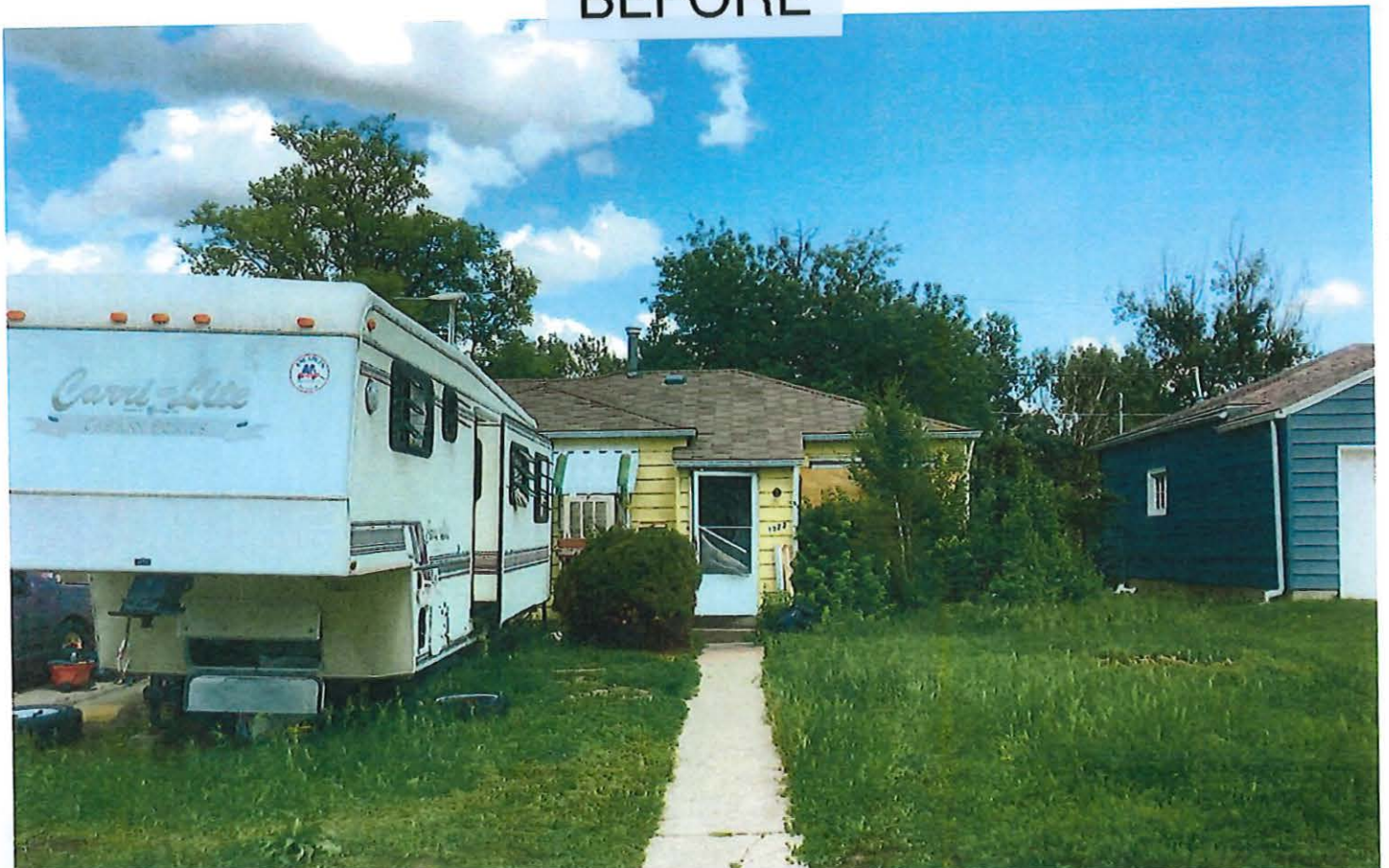
AAA Landscaping

Staff of 8 employees, awaiting an invoice



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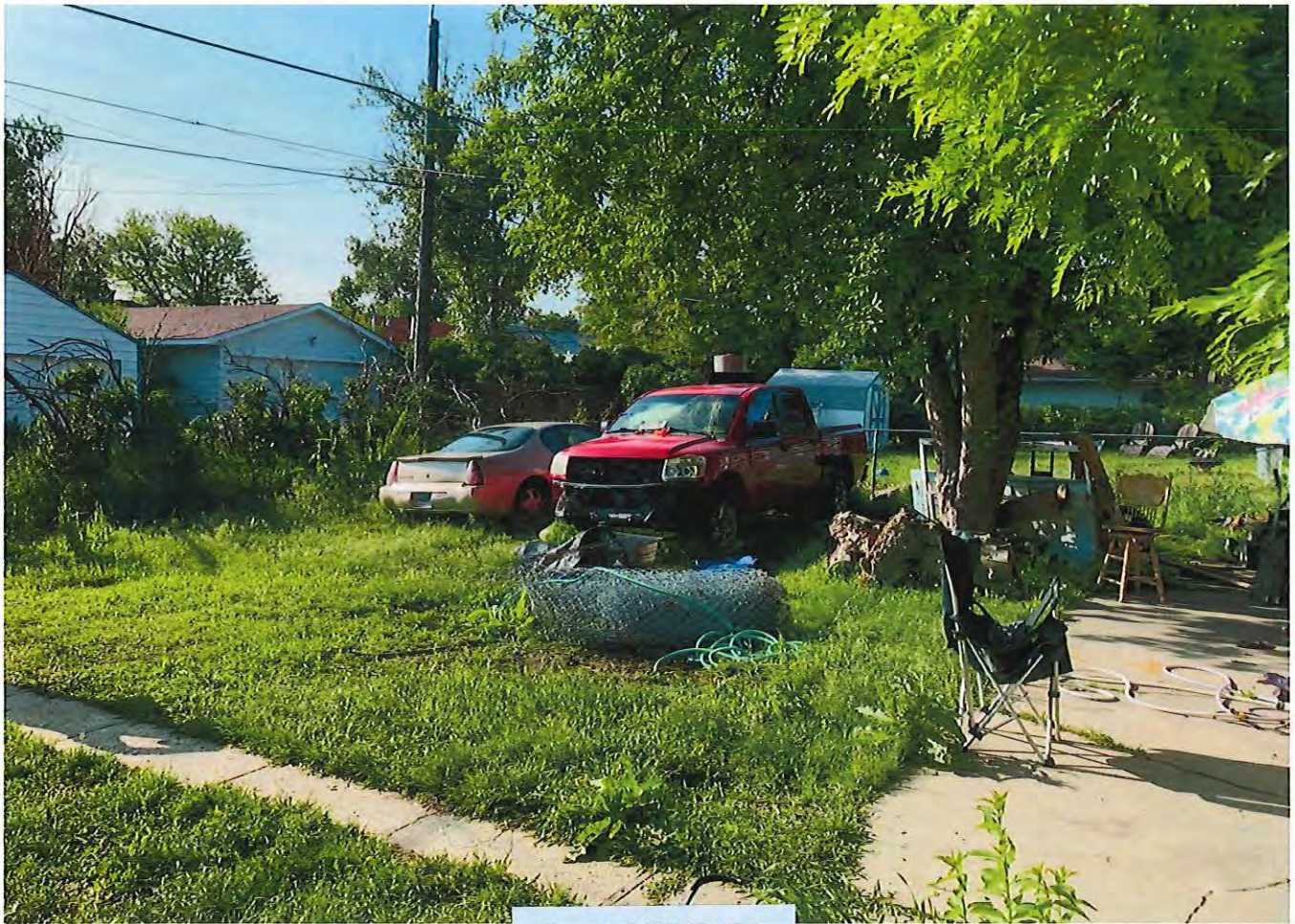
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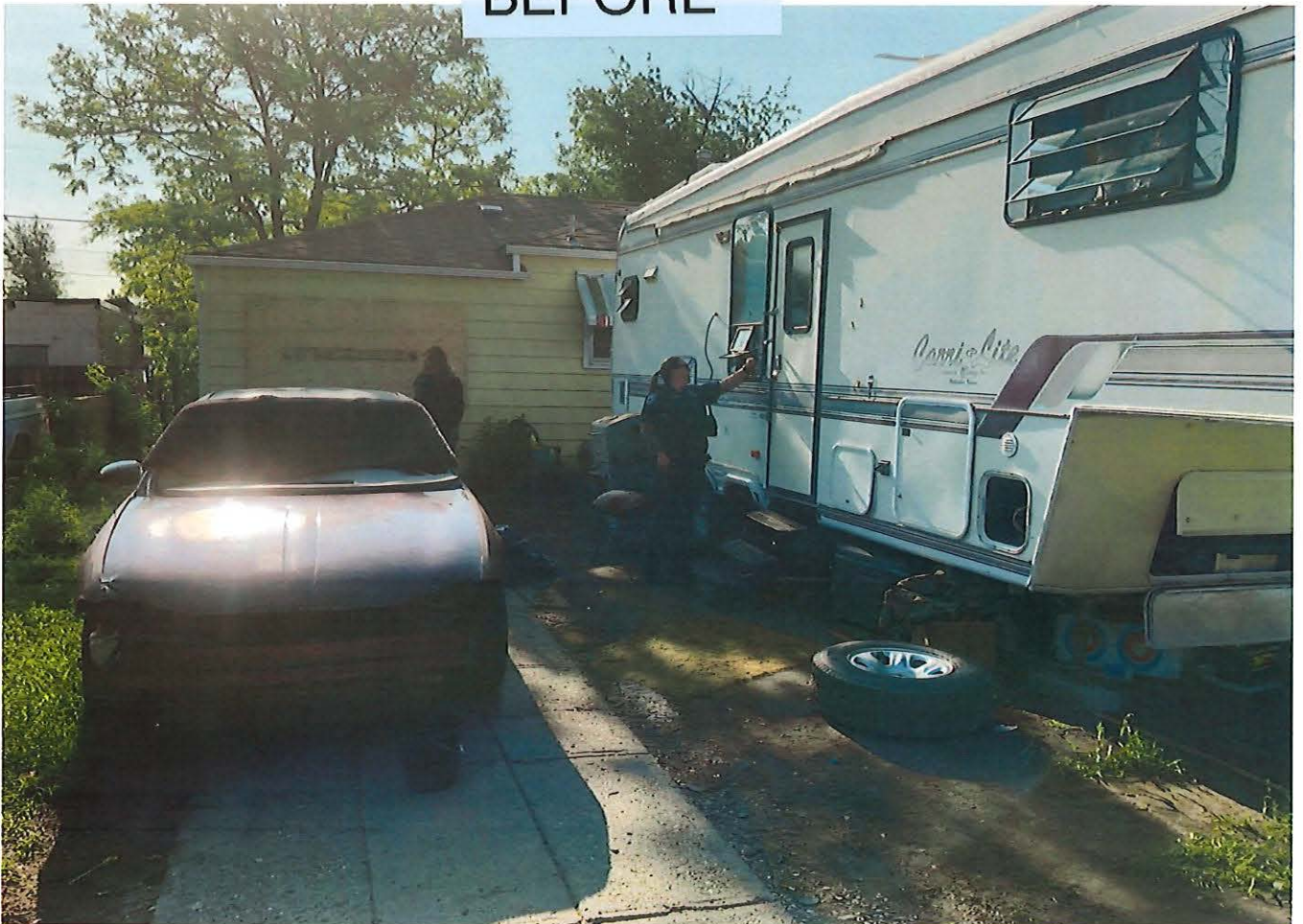


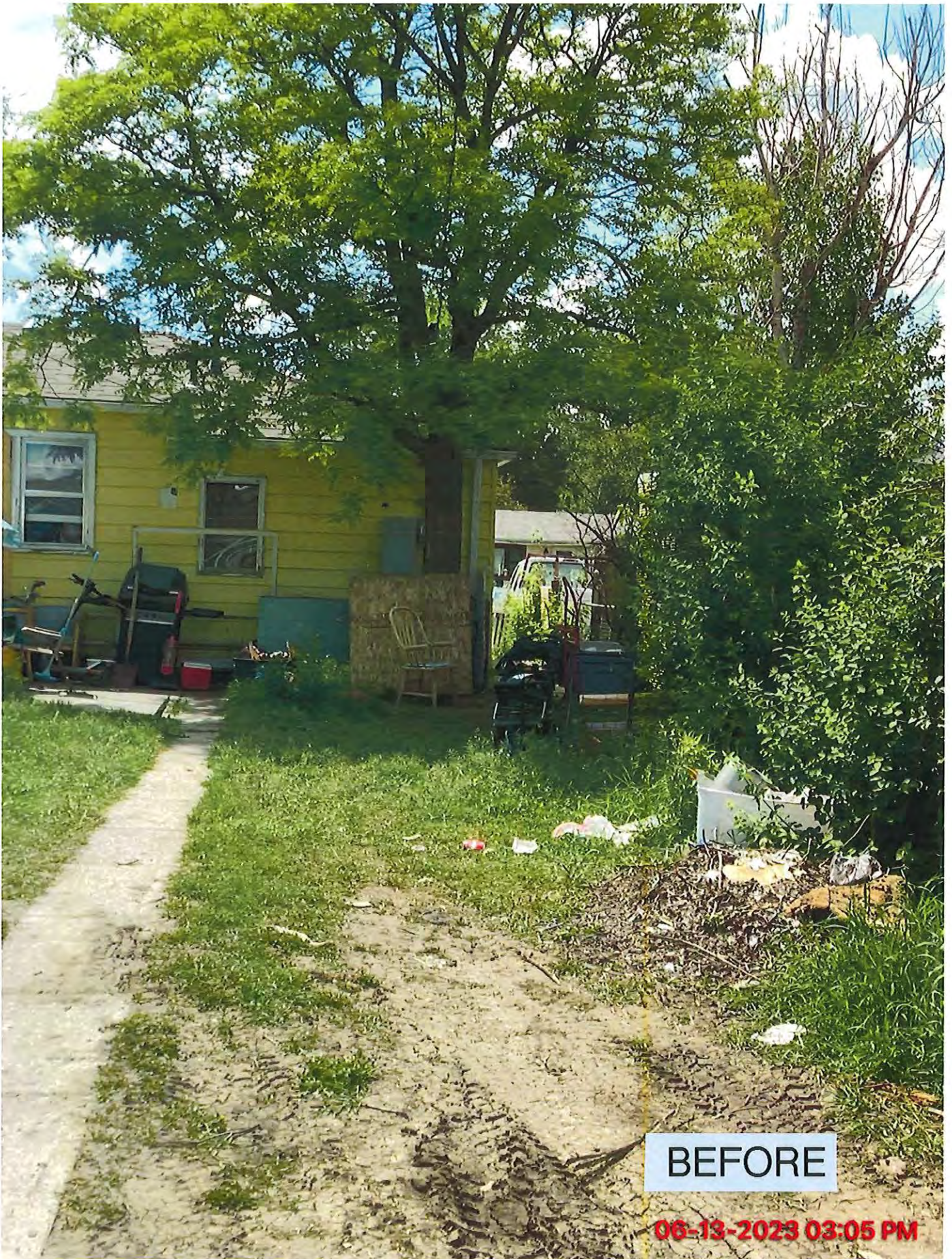
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06-13-2023 03:05 PM







201 MANAGEMENT OVERSIGHT COMMITTEE
MEETING MINUTES

REPRESENTATIVES:

City of Casper: Bruce Martin – Member, City of Casper Public Utilities
Krista Johnston – Wastewater Collection/Stormwater Manager
Megan Lockwood – Wastewater Treatment Plant Manager
Janette Brown – Administrative Secretary III

Evansville: Robert Lewallen, Member

Mills: Casey Coates – Member
Mike Coleman

Natrona County: Mike Haigler – Member

Wardwell: Dan Sabrosky – Chairman – Member

Bar Nunn: Ray Catellier – Vice Chairman – Member

Others: Charlie Chapin – Legal Council

ABSENT: Liz Becher – Secretary – Member, City of Casper P & CD
Andrew Beamer – Public Services Director

TIME, DATE: 9:00 a.m., June 15, 2022
Sam Hobbs Regional Wastewater Treatment Plant

AGENDA:

- * 1. Consider minutes of the June 10, 2021 meeting
- * 2. Regional Wastewater System 2021-2022 Cost Schedule – July 2021 – March 2022
- * 3. 201 RWWS Flow Measurement Update
- * 4. Discuss Proposed FY22-23 Regional Wastewater Budget
 - a. 201 RWWS Budget
 - b. Method of Allocation of Regional Costs
- 5. WWTP Operations Update
- 6. Update of Projects (Not covered in FY22 Budget)
 - a. WWTP Emergency Power Project – Completed
 - b. NPSS Interceptor Project – Awarded
 - c. Boiler Installation – Awarded

201 MANAGEMENT OVERSIGHT COMMITTEE
MEETING MINUTES

7. Adjournment

Chairman Coleman called the meeting to order at 9:00 a.m. and introductions of those in attendance were made.

1. Chairman Coleman announced that he is no longer able to serve on the Committee as his role with the City of Mills has changed. Chairman Coleman introduced Mr. Casey Coates, Public Works Supervisor for the City of Mills and stated that Mr. Coates will be his replacement on the Committee. Chairman Coleman stated that Chairman elections will need to take place.

A motion was made by Vice Chairman Catellier and seconded by Committee Member Haigler to nominate Committee Member Sabrosky as Chairman. Motion passed.

The meeting was turned over to Chairman Sabrosky.

2. Chairman Sabrosky asked for a motion to approve the minutes from the June 10, 2021 meeting. A motion was made by Vice Chairman Catellier and seconded by Committee Member Lewallen to approve the minutes of the June 10, 2021 meeting. Motion passed.
3. Mr. Martin asked the Committee to reference the 2021-2022 Cost Schedule as of March 31, 2022. Mr. Martin stated that the FY21-22 Budget is \$6.265 M. Mr. Martin stated that the Cost Schedule shows the actual budget spent for the first three quarters of the fiscal year based on the "Interagency Agreement." Mr. Martin stated that since the 4th Quarter is not over yet, estimated expense totals are shown. Mr. Martin stated that the estimate for the fiscal year is expected to be \$300,000 less than expected.

Vice Chairman Catellier asked why the budget estimate will be \$300,000 less. Mr. Martin stated that chemicals for the Indian Paintbrush lift station have been difficult to get, less electricity has been used, and some capital items have been moved into the Operations Budget.

4. Mr. Martin asked the Committee to reference the Five Year Flow Measurements. Mr. Martin stated that these are the percentages of flows by month for each entity. Mr. Martin stated that the 201 billing is based on the total flow. Mr. Martin stated that each meter station has an ultrasonic flow meter that is monitored continuously by the WWTP Operators. Mr. Martin stated that the flows are recorded daily and the meter is calibrated monthly. Mr. Martin stated that if anything doesn't look right on the readings, the meter is checked. Mr. Martin stated that the recorded flows are used to determine the flow percentages for each entity.
5. Mr. Martin asked the Committee to reference the Budget Narrative for Fiscal Year 2023. Mr. Martin stated that the WWTP Budget is driven by new and replacement capital projects much more than by operational expenditures. Mr. Martin stated that

201 MANAGEMENT OVERSIGHT COMMITTEE

MEETING MINUTES

the new and replacement capital expenditures generally follow the WWTP Fund Capital Improvement Plan (CIP).

Mr. Martin reviewed the Preliminary WWTP FY23 Budget:

Revenue

- a) Septic Tank/Commercial Sump Waste Charges - \$350,000 and \$90,000 – These amounts are unchanged from the FY22 budget and represents the Septic Tank Waste Charge and Sump Waste Charge revenue. This is hauled waste brought to the WWTP.
- b) Intergovernmental User Charges - \$6,277,805 – This represents an increase of \$14,568 from the FY22 Budget.

Personnel Services

- a) Personnel Costs - \$1,688,237 – This is an increase of \$150,088 from the FY2022 budget. The increase anticipates a 3.5% COLA, raises, and natural progressions. There are newer Operators that will be gaining their licenses.

Materials and Supplies

- a) General Supplies and Materials - \$129,000 – This is an increase of \$9,000 from the FY22 budget. Slight increases were seen in lubricants, machinery supplies, and other structures/building supplies. General Supplies and Materials includes the following:
 - \$ 3,000 – Office Supplies
 - \$ 5,000 – Misc. Supplies
 - \$10,000 – Safety Equipment and Supplies
 - \$ 9,000 – Lubricants
 - \$65,000 – Machinery Supplies
 - \$ 5,000 – Small Tools and Supplies
 - \$12,000 – Lab Supplies
 - \$20,000 – Other Structures/Building Supplies
- b) Postage and Printing - \$3,000 – This amount is unchanged from the FY2022 budget.
- c) Electricity - \$360,000 – This is an increase of \$10,000 from the FY2022 budget.
- d) Natural Gas - \$72,000 – This is an increase of \$1,000 from the FY2022 budget. Mr. Martin stated that everyone has seen an increase in this line item, but the WWTP is able to use digester gas to help heat the WWTP.

201 MANAGEMENT OVERSIGHT COMMITTEE
MEETING MINUTES

- e) Gas/Fuel - \$15,000 – This amount is unchanged from the FY2022 budget.
 - f) Chemicals - \$356,000 – This is an increase of \$8,000 from the FY2022 budget. Chemicals have seen a large increase in costs.
 - g) Lift Station Supplies - \$14,000 – This amount is unchanged from the FY2022 budget.
 - h) Technology Supplies - \$7,500 – This amount is unchanged from the FY2022 budget.
 - i) Maintenance/Repair - \$170,000 – This is an increase of \$25,000 from the FY2022 budget. The increase is seen in the UV disinfection equipment line. Included are:
 - \$75,000 – UV Disinfection Equipment – was \$50,000
 - \$10,000 – Meter Station Components
 - \$75,000 – Plant Valves and Piping – for failing valves
 - \$10,000 – Lighting System Components – upgrading to LED
- These items were included in Capital, but were moved to Operations.
- j) Clothing Allowance - \$2,000 – This is an increase of \$800 from FY2022. More employees are using, and there was a change in the policy.

Contractual Services

- a) Professional Services - \$25,000 – This amount is unchanged from the FY2022 budget. This line is for instrumentation repair.
- b) Investment Services - \$6,121 – This is a decrease of \$8,110 from the FY2022 budget.
- c) Maintenance Agreements - \$46,000 – This is an increase of \$7,840 from the FY2022 budget. Slight increases are seen in all of the following items that includes:
 - \$ 6,000 – CMMS Software – corrective maintenance
 - \$ 3,000 – Operations Data Tracking Software
 - \$ 1,000 – Laser Alignment Tool Calibration
 - \$ 2,000 – Fire Sprinkler System Inspection
 - \$ 2,000 – Fire Extinguisher Inspection/Exchange – mandatory testing
 - \$ 3,000 – HVAC Service
 - \$ 4,000 – Crane Inspections – mandated by OSHA
 - \$ 2,000 – Copier Maintenance/Lease

201 MANAGEMENT OVERSIGHT COMMITTEE

MEETING MINUTES

- \$ 1,000 – Lab Equipment Certification – required annually
 - \$ 2,000 – Instrumentation – Contractual – Outside Contractor
 - \$20,000 – Professional Cleaning Services
- d) Other Contractual - \$46,000 – This amount is a decrease of \$103,500 from the FY2022 budget. While increases were seen in most of the items listed below, FY22 included digester cleaning in the amount of \$110,000. Other Contractual contains the following:
- \$ 1,000 – Legal Services
 - \$ 35,000 – NCCD Funding Agreements
 - \$ 2,000 – Railroad Easements
 - \$ 5,000 – Other Misc. Contractual
 - \$ 3,000 – Public Outreach

Vice Chairman Catellier asked how often the digester cleaning takes place. Mr. Martin stated that digester cleaning takes place every five years.

- e) Interdepartmental Services - \$547,048 – The FY2023 budget represents a decrease of \$110,399 from the FY22 budget. This line item represents transfers to the General Fund for services such as Human Resources, Administrative Services (Billing & Collection), Information Technology, GIS Services, City Attorney Fees, Buildings & Grounds, Central Records, Central Garage, and City Administration Fees. Mr. Martin stated that this is the Fund share of work completed and is based on number of employees or number of work orders.
- f) Laundry and Towel Service - \$8,200 – This is an increase of \$200 over the FY2022 budget.
- g) Testing - \$40,000 – This is a \$10,000 increase from the FY2022 budget and is for DEQ/EPA lab testing requirements. There has been a spike in lab costs.

Other Costs

- a) Travel/Training - \$8,000 – This is a \$500 increase from the FY2022 budget. The increase is for new Operator training to gain certifications. This is a Level IV WWTP and all Operators must have Level IV certifications.
- b) Insurance and Bonds - \$54,802 – This represents an increase of \$14,961 from the FY2022 budget.

Utility Expense

- a) Communication - \$28,000 – This is a decrease of \$800 from the FY2022 budget. The decrease is from converting some remote stations to radio from CenturyLink.

201 MANAGEMENT OVERSIGHT COMMITTEE
MEETING MINUTES

Debt Service

- a) Principal Payment - \$743,917 – This reflects the Principal amounts for four CWSRF loans per the amortization schedules.

- CWSRF Loan #27 (2008 WWTP Imp.) - \$580,796
- CWSRF Loan #128 (Biosolids Turner) - \$ 13,737
- CWSRF Loan #127 (Phase I WWTP Imp–Bar Screen) - \$ 90,802
- CWSRF Loan #127S (Emergency Power Supply) - \$ 58,582

- b) Interest Expense - \$316,981 – This reflects the Interest expense for CWSRF loans per the amortization schedules.

- CWSRF Loan #27 (2008 WWTP Imp.) - \$ 92,749
- CWSRF Loan #128 (Biosolids Turner) - \$ 0
- CWSRF Loan #127 (Phase I WTP Imp) - \$122,278
- CWSRF Loan #127S (Emergency Power Supply) - \$101,954

Capital Revenues

- a) System Development Charges – \$190,000 – This amount is unchanged from the FY2022 budget.

Capital – New

- a) Light Equipment - \$90,000 – Dump Truck Purchase – Small dump to haul dried waste to the Landfill.

Capital – Replacement

- a) Buildings – None for FY2023.

- b) Improvements Other Than Buildings – \$2,210,000 – This includes:

- Lift Station Generator Replacement – \$90,000 – The existing emergency generators are 30+ years old and require replacement.
- HVAC System Replacements - \$150,000 – This is to replace HVAC units on the dewatering building. These are rooftop units.
- DAFT Pressure Tank Replacement - \$40,000 – This is to replace one DAFT pressure tank. One DAFT tank was replaced in FY22 and one will be replaced in FY23.
- AB Basin Cleaning and Diffuser Replacement - \$80,000 – These have not been able to be isolated in the past. Valve gates were installed, and one Diffuser will be replaced each year.

201 MANAGEMENT OVERSIGHT COMMITTEE MEETING MINUTES

- Sludge Conveyor - \$100,000 – This amount is to rehab the existing sludge conveyor and augers. This is very maintenance intensive.
 - Secondary Rehab Phase 2 - \$1,500,000 – This is to replace the 48-inch mixed liquor piping. Phase 1 Rehab – may be able to use ARPA funds as the MCC project is designed and ready to bid out.
 - Transformer Replacement - \$75,000 – This is to replace the Operations building transformer. This transformer is at the end of life and is critical equipment.
 - Secondary Concrete Repair - \$25,000 – This is to repair the concrete stairs on the Secondary building. Critical replacements are to be done. More concrete repairs are to be done in the out years.
 - RWWS Interceptor Rehab - \$150,000 – This annual amount is for rehabilitation on RWWS interceptors and manholes.
- c) Intangibles – None this year.
- d) Light Equipment – \$227,000 – This is for the following:
- Unanticipated Equipment Replacements - \$125,000 – This is to replace critical equipment that fails unexpectedly during the year. This is an old Wastewater Treatment Plant where equipment will fail unexpectedly needing immediate replacement or renovation.
 - Utility Cart Replacement - \$15,000 – There are four utility carts used at the WWTP for sampling, maintenance, etc. This is to replace one utility cart.
 - Skidsteer - \$75,000
 - Roll-off Box Replacement - \$12,000 – The WWTP owns three of these roll-off boxes that are used to haul dewatering sludge to the Landfill.
- e) Heavy Equipment – None this year.
- f) Technologies – \$175,000 – Computers were moved to the Operations budget, larger technologies are in the Capital Budget. This is for the following:
- AB Blower Control Upgrade - \$150,000 – This is to upgrade the existing HMI's and PLC's for the blowers. These will be upgraded to Ethernet.
 - Lift Station Upgrade to Radio - \$25,000 – Sewage Lift Station Communication Upgrade. Communications failures with current equipment.

Summary

Anticipated Operating Revenue for the WWTP Fund decreased by \$14,952 from the FY22 budget. The decrease is due to a reduction of earned interest on investments. While User Fees increased slightly, that amount was offset by the reduced interest amount. The FY23 WWTP Fund operations expenses are 0.35% above the FY22 budget. Increases are projected for personnel expense, materials and supplies,

201 MANAGEMENT OVERSIGHT COMMITTEE

MEETING MINUTES

electricity, and equipment repair. These increases are offset by a significant decrease in Interdepartmental expense.

Major capital projects for FY23 include the second phase of the Secondary Rehabilitation Project, HVAC unit replacement, and the Aeration Blower Controls Upgrade Project. The FY23 WWTP Fund capital budget is \$781,000 more than last fiscal year.

On the horizon, in the next 10 – 15 years, major process changes may be necessary at the WWTP to accommodate Nutrient and Selenium removal due to regulatory action. DEQ estimates this may be ten years out.

Mr. Martin reviewed the FY23 Budget Computation of 201 Regional Wastewater System Charges with the Committee.

Mr. Martin stated that calculations are based on the “Interagency Agreement” with the amounts to be allocated to the member entities.

Mr. Martin stated that the RWWS Expense budget detail is a big component, along with the Capital expenses.

Mr. Martin stated that Direct Costs for Operation & Maintenance is \$3,454,969.

Mr. Martin stated that costs for Wastewater Collection for work done on the RWWS system is \$1,026,989.

Mr. Martin stated that Replacement Capital Expense is \$2,111,000.

Mr. Martin stated that Sewer Administration costs are calculated per the “Interagency Agreement” and are \$468,094 less City of Casper fees of \$309,695, for a total Administration Cost to be allocated of \$158,399.

Mr. Martin stated that credit is applied for Revenue.

Mr. Martin stated that the Total 201 Charges to be Allocated in FY2023 is \$6,277,805. Mr. Martin stated that this is close to the same as last year.

Chairman Sabrosky asked if the Committee needed to approve or recommend approval of the budget. Mr. Martin stated that it would be appreciated if the Committee would make a motion to accept the budget.

A motion was made by Vice Chairman Catellier and seconded by Committee Member Haigler to accept the FY2023 RWWS budget. Motion passed.

Mr. Martin asked the Committee to reference the Method of Allocation of Regional Costs. Mr. Martin stated that this has the breakdown of costs that will be allocated to each entity based on percentage of flows.

201 MANAGEMENT OVERSIGHT COMMITTEE
MEETING MINUTES

6. Mr. Martin turned the time over to Ms. Lockwood for the WWTP Operations Update.

Ms. Lockwood stated that two new Operators were hired in March to replace two resigning Operators. Ms. Lockwood stated that the WWTP is now fully staffed.

Ms. Lockwood stated that the WWTP had no permit violations and remained in full compliance for the year. Ms. Lockwood stated that the WWTP is continuing to remove over 85% BOD, TSS, and ammonia.

Ms. Lockwood stated that the WWTP is operating on one centrifuge due to the second centrifuge being out for repair. Ms. Lockwood stated that after working out paperwork issues, the centrifuge is estimated to be returned in October. Mr. Martin stated that because of the dollar amount for the repairs to the centrifuge, a contract had to be approved before the work could proceed. Mr. Martin stated that once the contract made it through Council, the centrifuge repairs were put at the bottom of the contractor's repair list. Mr. Martin stated that they are now waiting on parts to complete the repairs.

Ms. Lockwood stated that the WWTP is currently operating on one wasting pump. Ms. Lockwood stated that a second pump was ordered last fall and a ship date is expected at any time.

Ms. Lockwood stated that Phillips 66 conducted a hydrotest on a pipeline from here to Billings. Ms. Lockwood stated that the water was tested and the IPP Supervisor gave permission to discharge to the sanitary sewer to be received at the WWTP as the test results were well below limits.

Ms. Lockwood stated that the WWTP permitted a new Significant Industrial User, which is a truck tank washing facility. Ms. Lockwood stated that it was originally permitted to Polar, which was purchased by Quala.

The time was turned over to Ms. Johnston for the RWWS Lift Station and Pipeline Update.

Ms. Johnston stated that staff performed some Quickview inspections of regional lines and some manhole inspections of regional manholes to identify Capital project needs and priorities.

Ms. Johnston stated that staff is hoping to install some equipment on one of the sewer trucks so that larger diameter pipe can be cleaned. Ms. Johnston stated that the equipment will allow for decanting to a downstream manhole while vacuuming up debris.

Ms. Johnston stated that the North Platte Sanitary Sewer Project is starting.

201 MANAGEMENT OVERSIGHT COMMITTEE
MEETING MINUTES

7. In Project Updates:

- a) Mr. Martin stated that the WWTP Emergency Power Project has been completed. Mr. Martin stated that this project took a couple of years to complete. Mr. Martin stated that there were issues when the emergency generator was started up, but they were worked out.
- b) Mr. Martin stated that the North Platte Sanitary Sewer Project was awarded to Insituform. Mr. Martin stated that this is another project that could be submitted for ARPA funding.
- c) Mr. Martin stated that the Boiler Installation was awarded to Sheet Metal Specialties. Mr. Martin stated that during the bid process, fire code issues were discovered. Mr. Martin stated that the project bids came in very high so funds were added to the project and it was rebid. Mr. Martin stated that bids came in over budget and additional funds had to be added to the project once again.

8. Mr. Martin stated that Ms. Lockwood is available after the meeting if any Committee Members are interested in taking a tour of the WWTP.

A motion was made by Vice Chairman Catellier and seconded by Committee Member Haigler to adjourn the meeting at 9:40 a.m. Motion passed.


Secretary



CITY OF CASPER-NATRONA COUNTY HEALTH DEPARTMENT
BOARD OF HEALTH MEETING

UPDATED JUNE 15, 2023

Virtual by Zoom or **in person in the ELKHORN Conference Room**

ZOOM LINK: <https://us02web.zoom.us/j/83373952427>

Phone: 1 253 215 8782 **Passcode:** 83373952427

5:30 PM

Additional items to be added- approval to add*

I. AGENDA/MINUTES

a. Previous Meeting Minutes/Notes

- i. APRIL meeting minutes*
- ii. MAY MEETING CANCELLED

II. BUDGET/FINANCIAL

a. FINANCIALS

- i. APRIL Financials*
- ii. May Financials*
- iii. FY24 PROPOSED BUDGET*
- iv. Commitment of \$1M from WYOSTAR account for New CNCHD Building*

III. BOARD

a. Next Meeting Date

- i. **Proposed Meeting Date JULY 20, 2023***
- ii. Board vacancies
 - 1. Dr. Caroline Kirsch-County
 - 2. Mike Cometto*-City
- iii. Employee Handbook -ongoing
- iv. Board Retreat
 - 1. Approval of Minutes*
- v. Executive Session*

IV. HEALTH OFFICER

- i. Health Officer Report

V. DIVISION REPORTS

a. ADMINISTRATION-Anna

i. General Administration

1. Reporting grid-updated, please review
2. Strategic Planning MAPP (Mobilizing for Action through Planning and Partnerships -TABLED
3. Building update
4. Employee Market Study
 - a. Job descriptions, Handbook, SOPs, Market Study, onboarding, performance evaluation-ongoing
5. Smart HR*
6. Wyoming Department of Health Education opportunity/Wyoming Department of Health Workforce Development
7. Job announcements
 - a. Nurse/HIV Case Management
 - b. Disease Intervention Specialist
 - c. WYAETC
 - d. CLINIC NURSE
8. CHCCW MOU*
9. Colorado Mesa MOU*
10. GIS Agreement*
11. Wyoming Department of Health funding
12. Mills and WIC

b. COMMUNITY PREVENTION-Hailey

- i. Community Prevention
- ii. Wyoming Cancer Resource Services (WCRS)
 1. Amendment-Ratify*
- iii. Wyoming Cancer Coalition (WYCC)
- iv. Healthy Heart/Healthy U
- v. Wyoming AIDS Education and Training Center

c. ENVIRONMENTAL HEALTH-Ruth

- i. Food Rule-tabled until July

d. NURSING PROGRAMS

- i. DISEASE PREVENTION CLINIC-Amanda
 1. Site Visit
- ii. ADULT HEALTH PROGRAM-Mary Ann
 1. Expedition
 2. HIV Case Management
- iii. MATERNAL CHILD HEALTH PROGRAM- Tonya

- e. **PUBLIC HEALTH PREPAREDNESS- Tammy**
 - i. Preparedness Contract-ratify*
 - ii. CHO Contract-ratify*
- f. **City of Casper/City of Mills/County Liaison**
- g. **Board Member Reports**
- h. **ADJOURN**



CITY OF CASPER-NATRONA COUNTY HEALTH DEPARTMENT

BOARD OF HEALTH MEETING

APRIL 20TH, 2023

5:30 PM

Present in person or by Zoom: Anna Kinder, Dr. Dowell, Tia Hansuld, Maryann Lempke, Amanda May, Ruth Heald, Tonya Nolen, Hailey Bloom, Tammy Smith, Dr. Nelson, Dr. Jimada, Commissioner Nicolaysen, Councilwomen Harkins and Jared Holbrook.

I. AGENDA/MINUTES

a. Previous Meeting Minutes/Notes

i. MARCH meeting minutes*

Ms. Hansuld motioned to approve the March 2023 Board of Health meeting minutes. Mr. Cometto seconded, motion passed.

II. BUDGET/FINANCIAL

a. FINANCIALS

i. MARCH Financials*

Mr. Cometto motioned to approved the March 2023 financials. Ms. Hansuld seconded, motion passed.

ii. Payment History Report

General discussion and review were completed of the Payment History Report.

iii. WYOSTAR Transfer*

Mr. Cometto motioned to transfer 79,700.00 dollars to the WYOSTAR account.

iv. FY24 PROPOSED BUDGET*

Ms. Cometto would like to see a one-page summary sheet comparing current budget with proposed next year budget. Board would like to discuss the proposed budget at a board retreat. Ms. Cometto motioned to table the budget approval until the May meeting. Ms. Hansuld seconded, motion passed.

III. BOARD

a. Next Meeting Date

i. **Proposed Meeting Date May 18th, 2023***

Ms. Hansuld motioned for the next Board of Health meeting to be May 18th, 2023 at 5:30 p.m. Mr. Cometto seconded, motion passed.

ii. Board Bylaws*

Ms. Hansuld motioned to approved the Board of Health Bylaws with discussed changes. Mr. Cometto seconded, motion passed.

iii. Board vacancies

Ms. Kinder reported that she has received an application for the physician vacancy from Dr. Kirsch. Ms. Kinder is waiting for her resume and will then forward it to the board of health for review. Ms. Kinder stated that the Board can then give it recommendation and move forward with the process. Ms. Kinder stated that the second vacancy is a City appointment. Mr. Cometto stated that he will be submitting his letter applying for reappointment soon.

iv. Employee Handbook*

General discussion and questions on the handbook followed. Ms. Hansuld motioned to table approval or the Employee Handbook until the retreat has been completed. Mr. Cometto seconded, motion passed.

v. Board Retreat

Dr. Nelson stated that dates will me decided and scheduled soon as there are many items that need to be discussed.

IV. HEALTH OFFICER

i. Health Officer Report

Dr. Dowell not much going on at this point. Dr. Dowell reported that the state is looking at waste water surveillance for infectious disease. Dr. Dowell reported that other states have used this to track polio outbreaks and COVID. Dr. Dowell reported that the state will have more information in August.

V. DIVISION REPORTS

a. **ADMINISTRATION-Anna**

i. **General Administration**

1. Reporting grid-updated, please review
2. Strategic Planning MAPP (Mobilizing for Action through Planning and Partnerships -TABLED
3. Building update

Mr. Kinder reported that the RFP is out and today April 20, 2023 all questions on the RPF had to be submitted by 5:00 p.m. Ms. Kinder reported that all application are due by May 5, 2023. Ms. Kinder reported that there will be a interview committee of 7 people and interview will take place on May 23, 2023.

Commissioner Nicolaysen reported that commissioners finalized the land contract on April 18, 2023 meeting. Commissioner Nicolaysen then spoke at the City meeting on April 18, 2023 in support of the land at 12th and Conwell. The city should finalize the land at the May 27th, 2023 city meeting. General discussion followed. Ms. Kinder stated that the plan is to open the building February 2026.

4. Employee Market Study

- a. Job descriptions, Handbook, SOPs, Market Study, onboarding, performance evaluation
Ms. Kinder reported that she continues to work on the SOP, Market Study, onboarding, and performance evaluation. Ms. Kinder would like to have them ready for the Board retreat.
- 5. Wyoming Department of Health Education opportunity
Ms. Kinder reported that this opportunity can be used for our staff. Ms. Kinder she will be looking into how the department can utilize this program.
- 6. Job announcements
 - a. Nurse/HIV Case Management
Ms. Kinder reported that we have had not applications since it has been posted and this is very frightening to have no applications.
- 7. Gambling-County Commissioners
Ms. Kinder reported that the County Commissioners have decided to accept this funding but the state has not given any further information at this time.

b. COMMUNITY PREVENTION-Hailey

- i. Community Prevention
Ms. Bloom reported that she attended the Governor's Summit on Mental Health and continues to work on the grant deliverables.
- ii. Wyoming Cancer Resource Services (WCRS)
Ms. Bloom stated that Ms. Quick has started her Healthy U class for cancer patient and has 17 people attending.
- iii. Wyoming Cancer Coalition (WYCC)
Ms. Bloom reported that Ms. Reed has attended the Rural Health conference and work on grant deliverables.
- iv. Healthy Heart/Healthy U
Ms. Bloom reported that we are sending Ms. Reed and Ms. Schiller to the American Heart Association Rural Health Summit in Dallas Texas in May.
- v. Wyoming AIDS Education and Training Center
Ms. Bloom reported that Ms. Schiller just completed her tour with Dr. Sweet around the state will lots of success.

c. ENVIRONMENTAL HEALTH-Ruth

- i. Voluntary National Retail Food Regulatory Program Standards-Discussion
Ms. Heald reported that she continues to work on a local food rule. Laramie and Teton county have their own food rule while Natrona County works under the State of Wyoming food rule. Ms. Heald reported that Laramie and Teton county has adopted the manager certification rule the FDA implemented in 2013 and the State of Wyoming has not implemented. Ms. Heald reported that having our own food rule would allow for implementation of changes quicker for the county.

General discussion followed. The Board of Health would like Ms. Heald to continue to work on adopting local food rules for Natrona county. Ms. Health will meet with the local owner and operators and present the information before setting public comment period. Dr. Dowell stated that he fully supports having a local food rule.

ii. Serve Safe

Ms. Heald reported that we are now providing all the materials and staff for the Serve Safe training. Ms. Heald reported that the next training has 15 participants. Ms. Heald would like to analysis what it now costs for us have this training and possibly increase the cost of the class. Currently the class cost 150.00 dollars but we are not getting any support outside the agency like we have had in the past. Ms. Heald will complete the analyses of the cost and report this back to the Board of Health at the May meeting.

Ms. Heald reported that Ms. Strong has passed her REHS tests and the department now has 3 REHS specialists.

d. NURSING PROGRAMS

i. DISEASE PREVENTION CLINIC-Amanda

1. Site Visit

Ms. May reported that the clinic is preparing for the Title X site visit on April 25 and 26, 2023.

2. Title X Contract

Ms. Kinder reported that we just received this the contract that has a start date of April 1, 2023. Ms. Kinder stated that county attorney will review this contract. Mr. Cometto motioned to approve the contract on the contingency that the County Attorney has not issues. Ms. Hansuld seconded, motion passed.

ii. ADULT HEALTH PROGRAM-Mary Ann

Ms. Lembke reported very active March with 110 LT101 being completed. April has slowed a bit with only 56 so far this month. Ms. Lembke will be happy when the new nurse is hired.

1. Expedition

Ms. Lembke reported that Expedition has been very active. Ms. Lembke reported that we have completed testing at drug court, taught classes at the high schools, and completed Blood borne pathogens training at the Sheriffs office. Ms. McCabe has been working on project for the state to provide food or cleaning boxes statewide for HIV waiver clients.

2. HIV Case Management

Ms. Lembke reported that we have currently 38 active clients.

iii. MATERNAL CHILD HEALTH PROGRAM- Tonya

1. Site Visit

Ms. Nolen reported that MCH will have a site visit with the state on Monday April 24, 2203. Ms. Nolen reported no other items at this time.

e. PUBLIC HEALTH PREPAREDNESS- Tammy

1. Site Visit

Ms. Smith reported that the state of Wyoming completed the on-compliance site visit on April 18, 2023. Ms. Smith reported that the visit went well with no issues and took less time than they thought they would need. Ms. Smith reported that Ms. Trimmer just returned from respiratory fit training in Anniston last week. Ms. Smith reported that the training went well and Ms. Trimmer learned a lot of new information. Ms. Smith reported that the preparedness staff will be going to Atlanta next week for the National Preparedness Conference. This is a yearly conference where they will find a lot on new information and trends in the country.

f. City of Casper/City of Mills/County Liaison

No reports from on of the officials.

g. Board Member Reports

No Reports from any of the Board Members.

h. Adjourn

Ms. Hansuld motioned to adjourn the Board of Health meeting at 6:25 p.m. Ms. Cometto seconded, motion passed.

CASPER-NATRONA COUNTY HEALTH DEPARTMENT

Statement of Operations - Actual vs. Budget

For the Ten Months Ending April 30, 2023

	April				YTD				
	Actual	Budget	Variance	Prior Year Actual	Actual	Budget	Variance	Prior Year Actual	Annual Budget
Revenue:									
TAX REVENUE (COUNTY)	55833.37	55754.84	78.53	55833.33	558333.70	557548.40	785.30	558333.30	669058.00
TAX REVENUE (CASPER)	47914.33	47916.67	(2.34)	47916.87	479144.10	479166.70	(22.60)	479167.70	575000.00
TAX REVENUE (MILLS)	0.00	0.00	0.00	0.00	11250.00	0.00	11250.00	0.00	0.00
1% REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25000.00	0.00
GRANT REVENUE	145317.95	188178.56	(42860.61)	384686.64	1718281.49	1881785.60	(163504.11)	3376789.54	2258142.84
GENERATED REVENUE	84795.16	59509.69	25285.47	88211.36	857905.00	595096.90	262808.10	1180664.02	714116.72
STATE NURSING REVENUE	0.00	38602.76	(38602.76)	0.00	347424.75	386027.60	(38602.85)	347424.75	463233.00
INTEREST AND INVESTMENT INCOME	7080.60	666.67	6413.93	386.39	38487.07	6666.70	31820.37	4297.84	8000.00
Total Revenue	340941.41	390629.19	(49687.78)	577034.59	4010826.11	3906291.90	104534.21	5971677.15	4687550.56
Expenditures:									
OUTSTANDING PURCHASE ORDERS	(33533.00)	0.00	33533.00	(8049.88)	(74.32)	0.00	74.32	14872.84	0.00
REGULAR SALARIES	174930.04	190770.11	15840.07	176652.77	1737689.14	1907701.10	170011.96	1931301.07	2289241.30
BENEFITS-EMPLOYMENT TAXES	16902.57	19400.08	2497.51	16953.56	163245.57	194000.80	30755.23	179188.58	232800.23
BENEFITS-WY RETIREMENT	32269.90	34451.27	2181.37	31875.57	309646.99	344512.70	34865.71	293383.38	413415.00
BENEFITS-MEDICAL INSURANCE	42648.62	52032.94	9384.32	40402.08	432093.82	520329.40	88235.58	389136.80	624395.32
CONTRACT LABOR	10619.05	15566.68	4947.63	20152.20	118039.75	155666.80	37627.05	219450.28	186800.00
HEALTH OFFICER	0.00	2466.67	2466.67	0.00	22199.67	24666.70	2467.03	22199.67	29600.00
ADVERTISING	132.60	575.00	442.40	0.00	1287.30	5750.00	4462.70	0.00	6900.00
AUTO EXPENSES	562.96	1761.06	1198.10	834.68	3762.84	17610.60	13847.76	13170.32	21132.58
ED PUBLIC	5296.23	4880.80	(415.43)	200.00	46197.15	48808.00	2610.85	107200.60	58569.43
ED EMPLOYEE CONFERENCE/TUITION	2770.38	5550.00	2779.62	18143.19	26651.93	55500.00	28848.07	53637.45	66599.86
EMPLOYEE MEDICAL TESTING	0.00	43.33	43.33	90.00	383.00	433.30	50.30	887.00	520.00
EQUIPMENT MAINTENANCE	879.48	692.91	(186.57)	0.00	6093.73	6929.10	835.37	6126.44	8315.00
EQUIPMENT PURCHASE	117.54	2695.83	2578.29	38456.35	12782.55	26958.30	14175.75	263501.09	32350.00
EQUIP COPY EXPENSE	2671.80	1610.24	(1061.56)	1530.39	15059.11	16102.40	1043.29	17544.22	19323.01
INSURANCE	0.00	1666.67	1666.67	0.00	0.00	16666.70	16666.70	25351.00	20000.00
LICENSE/PROFICIENCY	0.00	20.83	20.83	0.00	0.00	208.30	208.30	0.00	250.00
MARKETING	11721.28	12883.93	1162.65	12386.21	120593.24	128839.30	8246.06	200580.77	154607.17
MEETING EXPENSE	4061.67	1636.85	(2424.82)	2010.00	21905.04	16368.50	(5536.54)	16416.53	19642.25
MILEAGE	0.00	72.90	72.90	0.00	667.90	729.00	61.10	14.56	875.00
MISC EXPENSE	0.00	199.98	199.98	104.94	6646.41	1999.80	(4646.61)	6290.29	2400.00
PERIODICAL/BOOKS	0.00	140.01	140.01	0.00	765.97	1400.10	634.13	483.78	1680.00
PRINTING EXPENSE	0.00	8.33	8.33	0.00	0.00	83.30	83.30	0.00	100.00
POSTAGE	934.10	702.09	(232.01)	409.52	5935.68	7020.90	1085.22	5010.63	8425.00
RENT EXPENSE	5788.32	1541.66	(4246.66)	2714.42	30453.00	15416.60	(15036.40)	20323.61	18500.00
REIMBURSEMENT	5593.46	7497.66	1904.20	178039.79	93812.97	74976.60	(18836.37)	720169.73	89971.86
RETURNED CHECKS AND BAD DEBTS	13.50	6.25	(7.25)	34.80	139.78	62.50	(77.28)	291.70	75.00
SOFTWARE	9623.69	4074.99	(5548.70)	6440.78	40633.55	40749.90	116.35	56380.71	48900.00
SUPPLIES	37102.73	19827.88	(17274.85)	35617.65	281867.74	198278.80	(83588.94)	259052.59	237934.24
TELEPHONE	3774.05	3395.02	(379.03)	3701.44	36701.90	33950.20	(2751.70)	35704.23	40740.15
TESTS	2920.87	2375.01	(545.86)	3084.02	27773.14	23750.10	(4023.04)	24878.73	28500.00
UTILITIES	2748.48	1583.33	(1165.15)	2535.06	25256.12	15833.30	(9422.82)	20513.73	19000.00
NON GRANT EXPENSE	115.68	0.00	(115.68)	48098.88	17385.89	0.00	(17385.89)	98380.69	0.00
Total Expenditures	340666.00	390130.31	49464.31	632418.42	3605596.56	3901303.10	295706.54	5001443.02	4681562.40
Revenue Over(Under) Expenditures	275.41	498.88	(223.47)	(55383.83)	405229.55	4988.80	400240.75	970234.13	5988.16



City of Casper-Natrona County Health Department
Board of Health Work Session

May 8th, 2023
3pm-5pm

Present in person: Mike Cometto, Jared Holbrook, Christie Nelson, Tia Hansuld and via Zoom: Matthew Wold.

This was a work session to address the Personnel Handbook and discussion about the budget.

Personnel Handbook- reviewed each page, the red indicated a change, highlighted information needed to be updated once final approval- mostly page numbers.

- Minor corrections to sentence structure
- Discussed Dress Code and further defined Business Casual
- Confidentiality- Christie will provide additional examples to further update this section. Jared noted that federal laws will supersede what we do with the handbook. Need further clarification on the “need to know” for healthcare providers.
- Discussed Employment Outside of CNCHD- generally prohibited due to the necessity for emergency response. Discussed current funding structure is requiring some to have additional jobs to make ends meet. Currently states that they have to notify the department with additional employment. CNCHD reserves the right to be the primary employer.
- Breaks- wants to ensure people are taking breaks- they must be taken. Some discussion occurred about missing lunch and leaving early. They recognize the challenging position this places on the managers- need to establish procedure and stay with it.
- Discussed Timekeeping, Schedule and Overtime. Explained the current process. The Board has requested the Director investigate time clock options. Recognize the need to document time for grants. Board identified the start time every morning has become lax. They would like to be able to see time tracked more in real time.
- Under time, would like to have more break down of exempt and non-exempt.
- Need to further clarify the section under eligibility for new hires/ part time and enrollment.
- Need to clarify- Employees absent from work over 30 days due to workers’ comp injuries may be responsible for their medical insurance costs at the COBRA rate?
- Update the Holidays to say the Board of Health approves the following recognized holidays and change Spring Break to Good Friday.

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- Under Employment of Relatives to add the employee and relative will not be in direct managerial or supervisory positions.
- Discussed Job postings- will remove whole sentence about posting internally for 7 days.
- Under vehicles- change wording to Employees involved in an accident will be subject to a drug/alcohol test.

Discussed Budgets.

Currently there is a minimum compensation budget and a mid-level compensation budget. The budget is balance at minimum compensation- but does not include a navigator. The Mid-level is approximately \$300,000 over budget with everyone getting to a mid-level. This also does not include the navigator position. It has been discussed utilizing a set amount from reserves. Director Kinder expressed concern about conversations that the City has indicated no change in funding and questioning the funding of the health department. Both the City and County received requests for a 10% increase.

Mike requested to have a summary of both budgets and will work to get from Tammy. Voting on approval of the budget is on hold until he has the chance to review.

Discussed having another Board retreat in August, post NACCHO conference.

Meeting adjourned at 530pm.

CASPER-NATRONA COUNTY HEALTH DEPARTMENT

Statement of Operations - Actual vs. Budget

For the Eleven Months Ending May 31, 2023

	May				YTD				
	Actual	Budget	Variance	Prior Year Actual	Actual	Budget	Variance	Prior Year Actual	Annual Budget
Revenue:									
TAX REVENUE (COUNTY)	55833.37	55754.84	78.53	55833.33	614167.07	613303.24	863.83	614166.63	669058.00
TAX REVENUE (CASPER)	47914.33	47916.67	(2.34)	47916.87	527058.43	527083.37	(24.94)	527084.57	575000.00
TAX REVENUE (MILLS)	0.00	0.00	0.00	0.00	11250.00	0.00	11250.00	0.00	0.00
1% REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25000.00	0.00
GRANT REVENUE	159205.33	188178.56	(28973.23)	110808.81	1877486.82	2069964.16	(192477.34)	3487598.35	2258142.84
GENERATED REVENUE	71222.97	59509.69	11713.28	130794.19	929127.97	654606.59	274521.38	1311458.21	714116.72
STATE NURSING REVENUE	0.00	38602.76	(38602.76)	0.00	347424.75	424630.36	(77205.61)	347424.75	463233.00
INTEREST AND INVESTMENT INCOME	52.37	666.67	(614.30)	430.01	38539.44	7333.37	31206.07	4727.85	8000.00
Total Revenue	334228.37	390629.19	(56400.82)	345783.21	4345054.48	4296921.09	48133.39	6317460.36	4687550.56
Expenditures:									
OUTSTANDING PURCHASE ORDERS	8388.19	0.00	(8388.19)	(11052.04)	8313.87	0.00	(8313.87)	3820.80	0.00
REGULAR SALARIES	166462.66	190770.11	24307.45	356064.40	1904151.80	2098471.21	194319.41	2287365.47	2289241.30
BENEFITS-EMPLOYMENT TAXES	16306.46	19400.08	3093.62	34152.84	179552.03	213400.88	33848.85	213341.42	232800.23
BENEFITS-WY RETIREMENT	30079.74	34451.27	4371.53	30414.17	339726.73	378963.97	39237.24	323797.55	413415.00
BENEFITS-MEDICAL INSURANCE	41520.32	52032.94	10512.62	41531.60	473614.14	572362.34	98748.20	430668.40	624395.32
CONTRACT LABOR	33078.68	15566.68	(17512.00)	13035.63	151118.43	171233.48	20115.05	232485.91	186800.00
HEALTH OFFICER	0.00	2466.67	2466.67	0.00	22199.67	27133.37	4933.70	22199.67	29600.00
ADVERTISING	0.00	575.00	575.00	0.00	1287.30	6325.00	5037.70	0.00	6900.00
AUTO EXPENSES	2191.79	1761.06	(430.73)	975.44	5954.63	19371.66	13417.03	14145.76	21132.58
ED PUBLIC	1588.53	4880.80	3292.27	3155.00	47785.68	53688.80	5903.12	110355.60	58569.43
ED EMPLOYEE CONFERENCE/TUITION	14230.51	5550.00	(8680.51)	8571.58	40882.44	61050.00	20167.56	62209.03	66599.86
EMPLOYEE MEDICAL TESTING	0.00	43.33	43.33	20.00	383.00	476.63	93.63	907.00	520.00
EQUIPMENT MAINTENANCE	58.59	692.91	634.32	0.00	6152.32	7622.01	1469.69	6126.44	8315.00
EQUIPMENT PURCHASE	63.08	2695.83	2632.75	4924.26	12845.63	29654.13	16808.50	268425.35	32350.00
EQUIP COPY EXPENSE	1947.36	1610.24	(337.12)	1683.42	17006.47	17712.64	706.17	19227.64	19323.01
INSURANCE	0.00	1666.67	1666.67	0.00	0.00	18333.37	18333.37	25351.00	20000.00
LICENSE/PROFICIENCY	0.00	20.83	20.83	0.00	0.00	229.13	229.13	0.00	250.00
MARKETING	39105.91	12883.93	(26221.98)	22045.16	159699.15	141723.23	(17975.92)	222625.93	154607.17
MEETING EXPENSE	4153.92	1636.85	(2517.07)	2464.45	26058.96	18005.35	(8053.61)	18880.98	19642.25
MILEAGE	1646.97	72.90	(1574.07)	0.00	2314.87	801.90	(1512.97)	14.56	875.00
MISC EXPENSE	2335.89	199.98	(2135.91)	(800.00)	8982.30	2199.78	(6782.52)	5490.29	2400.00
PERIODICAL/BOOKS	0.00	140.01	140.01	0.00	765.97	1540.11	774.14	483.78	1680.00
PRINTING EXPENSE	0.00	8.33	8.33	0.00	0.00	91.63	91.63	0.00	100.00
POSTAGE	363.94	702.09	338.15	975.12	6299.62	7722.99	1423.37	5985.75	8425.00
RENT EXPENSE	219.90	1541.66	1321.76	5218.94	30672.90	16958.26	(13714.64)	25542.55	18500.00
REIMBURSEMENT	4249.89	7497.66	3247.77	11596.51	98062.86	82474.26	(15588.60)	731766.24	89971.86
RETURNED CHECKS AND BAD DEBTS	13.40	6.25	(7.15)	12.90	153.18	68.75	(84.43)	304.60	75.00
SOFTWARE	2199.90	4074.99	1875.09	4785.60	42833.45	44824.89	1991.44	61166.31	48900.00
SUPPLIES	12842.13	19827.88	6985.75	13049.32	294709.87	218106.68	(76603.19)	272101.91	237934.24
TELEPHONE	4860.26	3395.02	(1465.24)	3400.36	41562.16	37345.22	(4216.94)	39104.59	40740.15
TESTS	2630.02	2375.01	(255.01)	3671.86	30403.16	26125.11	(4278.05)	28550.59	28500.00
UTILITIES	1963.52	1583.33	(380.19)	1875.91	27219.64	17416.63	(9803.01)	22389.64	19000.00
NON GRANT EXPENSE	8672.00	0.00	(8672.00)	40243.08	26057.89	0.00	(26057.89)	138623.77	0.00
Total Expenditures	401173.56	390130.31	(11043.25)	592015.51	4006770.12	4291433.41	284663.29	5593458.53	4681562.40
Revenue Over(Under) Expenditures	(66945.19)	498.88	(67444.07)	(246232.30)	338284.36	5487.68	332796.68	724001.83	5988.16

General Description

This document is a Statement of Work (SOW) to identify and describe important milestones and deliverables for City of Casper-Natrona County Health Department (Subrecipient) as part of the County Health Officer (CHO) Contract with the Wyoming Department of Health, Public Health Division (Agency). The goal of the project is to provide supplemental funding to the Subrecipient for payment to the CHO to ensure the appointed CHO provides additional support to the Subrecipient and the Subrecipient's Public Health Nursing Office in relation to public health emergency preparedness and response.

These supplemental funds and the additional duties that are required to obtain the funding will strengthen the local and county response to public health emergencies as well as ensure clinical and medical guidance and leadership in public health emergency matters in supporting the existing public health infrastructure within the county.

Payment

The source of funds for this Contract is the Cooperative Agreement from Centers for Disease Control and Prevention Catalog (CDC) of Federal Domestic Assistance (CFDA) No. 93.069, in the amount of ten thousand dollars (\$10,000.00).

- A. Restrictions upon funding are as follows:
- a. Subrecipient may not use funds for research.
 - b. Subrecipient may not use funds for clinical care except as allowed by law.
 - c. Subrecipient may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
 - d. Generally, Subrecipient may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
 - e. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
 - f. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - i. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
 - ii. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment

ATTACHMENT A
PUBLIC HEALTH PREPAREDNESS AND RESPONSE COUNTY HEALTH OFFICER STATEMENT OF WORK

of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.

B. General restrictions

- a. Subrecipient may supplement but not supplant existing state or federal funds for activities described in the budget.
 - b. Payment or reimbursement of backfilling costs for staff is not allowed.
 - c. None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or one hundred eighty-nine thousand, six hundred dollars (\$189,600) per year.
 - d. Funds may not be used to purchase or support (feed) animals for labs, including mice.
 - e. Funds may not be used to purchase a house or other living quarters for those under quarantine. Rental may be allowed with approval from the CDC Office of Grants Services.
 - f. Subrecipient may (with prior approval) use funds for overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from CDC OGS.
- C. All expenditures must support and relate to this Attachment A, Public Health Preparedness and Response County Health Officer Statement of Work.

TIMELINE AND DELIVERABLES

The following table shows specific tasks, milestones, completion dates, and estimated payments. This includes work to support the county in public health emergency preparedness and response.

Timetable and Deliverables for Subrecipient			
Description	Months	Cost	Date
CHO Duties	Three (3)	Estimated one quarter (1/4) payment	Upon execution of the Contract
The Subrecipient shall appoint a CHO and establish procedures to ensure the CHO performs the following:			
1. The CHO shall provide support and expertise to Subrecipient's emergency planners as needed to ensure the Subrecipient is prepared for public health emergencies. Any exceptions to this provision must be approved by the State Health Officer of the			

Wyoming Department of Health (SHO). Expected time spent is one (1) hour per two (2) month period.

2. The CHO shall work in conjunction with the SHO, the Subrecipient, and the Subrecipient's Public Health Nursing (PHN) Office during public health emergencies. As such, the CHO is expected to participate in meetings or conference calls with the Agency or local officials as needed for the public health response. Expected time spent is variable depending on emergencies.
3. The CHO shall participate in scheduled meetings, in person or via conference call, with the SHO and fellow county health officers to discuss issues of statewide concern. These meetings will be scheduled quarterly and the CHO shall attend a minimum of two (2) per year. Additional meetings may be warranted as determined by the SHO. An attempt will be made by the Subrecipient to schedule one (1) of these meetings during the annual Wyoming Public Health Association meeting. The CHO is encouraged to attend the annual Wyoming Public Health Association meeting, which is usually a three (3) day commitment. The CHO shall be reimbursed for attendance at this meeting by the Agency, if funding is available and with prior approval, up to the amount prescribed for the traveler's destination at the federal standard per diem rate per day. Anticipated time spent is a minimum of two (2) hours and a maximum of thirty-two (32) hours per Contract term.
4. The CHO shall participate in a one (1) hour, monthly meeting with the Subrecipient's PHN Office in order to review medical plans and contingencies, the protocols for events, the role of public health in county emergencies, and other issues of concern.
5. The CHO shall participate in various exercises that may be scheduled in the county. Expected time is four (4) hours per Contract.
6. The CHO is encouraged to develop and maintain a close working relationship with the Subrecipient's Local Emergency Planning Committee (LEPC). Attendance at the meetings is strongly encouraged. Expected time spent is variable depending on meeting frequency in the county.
7. The CHO shall determine, in coordination with the Subrecipient's PHN Manager, Public Health Response Coordinator, and other local emergency planners, what role the CHO will have in the local emergency response incident management structure. If the CHO is identified as filling a command or general staff position in the county Incident Command System (ICS), appropriate training must be obtained (the Agency can assist with finding appropriate training). If the CHO is identified to fill a role in the county Emergency Operations Center, the CHO must work with the PHN Office and the county Emergency Management/Homeland Security Coordinator to identify and obtain appropriate training. Expected time spent is variable depending on the identified role of the CHO.

ATTACHMENT A
PUBLIC HEALTH PREPAREDNESS AND RESPONSE COUNTY HEALTH OFFICER STATEMENT OF WORK

8. The CHO shall submit a progress report by January 31, 2024 and July 31, 2024. Template progress report will be emailed to the Subrecipient and CHO prior to report deadlines. The January payment will only be made once the CHO progress report has been submitted.

Description	Months	Cost	Date
Subrecipient Duties	Twelve (12)	N/A	Upon execution of the Contract

The Subrecipient shall notify the Agency if there is a change in the physician appointed as the CHO.

The Subrecipient shall provide a financial report to the Agency at the conclusion of the Contract summarizing the payment of funds to the CHO.

If funds are not expended, they will be returned to the Agency within thirty (30) days of the final day of this Contract.

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99-08

STATEMENT OF POLICY

Food System Safety

Policy

The National Association of County and City Health Officials (NACCHO) supports the development of a science-based and fully funded food safety system. It should ensure local health department participation in all areas of food safety as a means to reduce foodborne illness.

Safety in the Food System and the Role of Local Health Departments

NACCHO supports the following:

- The critical role that local health departments play as the first line of defense in preventing foodborne illness at the local level.
- Local health departments' role in working with local retail food establishments to reduce foodborne illness through education efforts, inspections, licensing, training, and technical assistance.
- Effective interaction among local health departments and their state and federal counterparts to enhance the food safety system.
- Enhanced local health department workforce training to identify risks associated with purveying food to the public through active inspection and education programs.
- Policies that enhance and improve education for consumers, food handlers, retail food establishments, and other sectors of the food industry at the local level to prevent foodborne illness and intentional food contamination.
- Adoption of the most recent Food and Drug Administration (FDA) Model Food Code to promote best practices for the safety and protection of food served at retail establishments and in food service.
- Adoption and promotion of the use of the FDA Voluntary National Retail Food Regulatory Program Standards (Retail Program Standards) as a mechanism for continuous quality improvement for local food regulatory programs.
- Local health department involvement in the Partnership for Food Protection, the Food Safety Modernization Act (FSMA) working groups, Conference for Food Protection, and other relevant advisory groups aimed at preventing foodborne disease outbreaks.
- Initiatives to prepare for the food safety and security challenges associated with climate change.
- Paid sick leave to promote health by encouraging sick restaurant and food service employees to stay home and limit the spread of foodborne disease (see NACCHO's policy statement 11-07 Paid Sick Leave).
- Recognition of the local health department role in foodborne illness outbreak response efforts (See NACCHO's policy statement 13-07 Foodborne Disease Outbreak).



Response).

- Federal efforts to phase out the non-therapeutic use of critical antimicrobial drugs and growth hormones in food-producing animals (see NACCHO's policy statement 12-09 Antimicrobials in Animals).
- Local and state health department reporting of data from outbreak investigations to CDC's foodborne illness outbreak surveillance systems (National Outbreak Reporting System (NORS); National Environmental Assessment Reporting System (NEARS))^{1,2}
- Upholding existing state and local food safety regulatory foundations. NACCHO does not support any deregulation of food safety through cottage foods, specifically the deregulation of foods requiring time and temperature control for food safety, specialized processes, and other Hazard Analysis Critical Control Point (HACCP) processes.

Funding Local Health Department Actions to Prevent Foodborne Disease

In funding for local health department actions to prevent foodborne disease, NACCHO:

- Supports enhanced federal, state, and local funding for local health departments to meet the basic food safety capacity and infrastructure needs for routine public health activities related to food safety education and food retail and manufacturing inspection.
- Urges Congress to appropriate funds to support activities authorized in the Food Safety Modernization Act.
- Supports increased federal and state funding for foodborne-illness research, a student education subsidy, and training for the current and future local public health workforce as effective means to protect people from disease and enhance prevention of foodborne illnesses at the local level and throughout the larger food safety system.
- Supports additional federal, state, and local funding to build and improve communications, coordination, and partnerships throughout the food safety system.
- Supports the practice of fee-for-services to ensure continued local funding for retail food inspections and recognition that the retail food industry supports these activities.
- Endorses the inspector and inspection ratio as described in the Retail Program Standard's Standard 8: Program Support and Resources.

Justification

Foodborne illness in the United States is estimated to cause 48 million cases of illness, over 128,000 hospitalizations, and 3,000 deaths each year.³ Salmonella alone costs \$365 million annually in direct medical expenses.⁴ While everyone is susceptible to foodborne disease, 60 million Americans are especially vulnerable to foodborne illness. These populations include children, pregnant women, people with disabilities, the elderly, and individuals with compromised immune systems.⁵ Preventing foodborne illness remains one of public health's greatest challenges.

Protecting food safety in the retail setting is an important component of any food safety system. About a third of all meals are eaten outside of the home, meaning that almost half of all consumer food expenditures go toward food made in the retail setting (restaurants, delis, etc.).⁶ Furthermore, more than half of the foodborne illness outbreaks that occur each year are associated with food produced in the retail setting.⁷ Critical risk factors such as poor personal hygiene, improper food handling, and contaminated food surfaces and equipment remain a significant problem in the retail setting and affect the safety of food at the local level.⁸

It is crucial that local health departments work with local retail food establishments such as schools, restaurants, nursing homes, and grocery stores to reduce the risk of foodborne disease at the local level. According to a 2016 survey of local health departments conducted by NACCHO, 79% of local health departments regulate food service establishments and 77% conduct food safety education activities.⁹

Paid sick leave for food service workers and health department inspection staff could help to limit the spread of foodborne disease in retail food establishments. For example, the CDC found that infected food workers transmitted 70% of foodborne noroviruses.¹⁰ According to the Department of Labor, 75% of hospitality and food service workers do not have paid sick leave.¹¹ In a survey conducted of food workers, nearly 90% responded that they went to work sick. Of those who went to work sick, 45% said they worked because they could not afford to lose pay.¹²

In order to work effectively with retail food establishments, local health departments need a legal framework that is cognizant of local independence, fully funds the work they do, and enables them to apply “practical, science-based guidance and enforceable provisions for mitigating risk factors known to cause foodborne illness.”¹³ Expanding resources at the local level helps prevent potential foodborne outbreaks and control the spread of illness. Federal funds allocated to local health departments for food safety have been modest. Increased financial support is necessary to help local health departments continue to further enhance their surveillance, investigation, and control of foodborne disease outbreaks.

The FDA Food Code provides a model that state and local governments can adopt to ensure that their licensing and inspections programs are using the most up-to-date, scientific approaches to guide their food regulatory program requirements. Furthermore, as local health departments strive for excellence within their food regulatory programs, the FDA Program Standards provides a continuous quality improvement mechanism that local health departments can implement. The FDA Retail Program Standards recommend a staffing level of one full-time equivalent (FTE) devoted to food for every 280–320 inspections performed. Inspections for purposes of this calculation include routine inspections, re-inspections, complaint investigations, outbreak investigations, compliance follow-up inspections, risk assessment reviews, process reviews, variance process reviews, and other direct establishment contact time such as on-site training.¹⁴ Less than 3% of jurisdictions enrolled in the Retail Program Standards have been verified as meeting this recommended level of staffing.¹⁵

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Record of Action

Proposed by NACCHO Food Safety Workgroup

Approved by NACCHO Board of Directors November 7, 1999

Updated March 2008

Updated May 2013

Updated October 2016

Updated February 2020



National Environmental Health Association

303-756-9090

720 S. Colorado Blvd., Suite 1000-N, Denver, CO 80246-1926

staff@neha.org

The National Environmental Health Association (NEHA) represents more than 6,700 governmental, private, academic, and uniformed services sector environmental health professionals in the U.S. and its territories and internationally. NEHA is the profession's strongest advocate for excellence in the practice of environmental health as it delivers on its mission to build, sustain, and empower an effective environmental health workforce.

Policy Statement on the Adoption and Implementation of the Current Food and Drug Administration's *Food Code*

July 2019

Policy Sunset: July 2022

Foodborne illness is a serious public health problem in the U.S. (Scharff, 2010). The Centers for Disease Control and Prevention (CDC) estimate that foodborne illness causes approximately 48 million illnesses, 128,000 hospitalizations, and 3,000 deaths in the U.S. each year (CDC, 2018). To address food safety and foodborne illness, the Food and Drug Administration (FDA) developed the *Food Code*, a set of guidelines for regulating the retail and food service industry (U.S. Department of Health and Human Services, 2017).

The economic and financial burdens of foodborne illness have been thoroughly evidenced. The annual economic burden of foodborne illness in the U.S. is estimated to be \$36 billion (Minor et al., 2015). Estimation of this burden includes costs such as medical care, hospitalized care, chronic illness, and death (Hoffman, Macculloch, & Batz, 2015). Outbreaks can cost retail food establishments up to \$2.6 million (Bartsch, Asti, Nyathi, Spiker, & Lee, 2018). In 2015, a major chain restaurant had several foodborne illness outbreaks related to *E. coli*, *Salmonella*, and norovirus that gained significant media attention. These outbreaks resulted in sales dropping by 14.6% and revenue decreasing by 6.8% (Bartsch et al., 2018).

The National Environmental Health Association (NEHA) believes that complete adoption of the current *Food Code* in retail food establishments will likely reduce the incidence of foodborne illnesses. NEHA recognizes that wide jurisdictional variability exists in the adoption and implementation of the current FDA *Food Code*.

NEHA recommends the complete adoption and implementation of the current *Food Code* by all federal, state, local, tribal, and territorial governmental agencies to promote the most current knowledge on food safety.

NEHA recommends the following for federal, state, local, tribal, and territorial governmental agencies:

- Ensure that jurisdictions have the appropriate funding, resources, and guidance needed to implement the most current FDA *Food Code* and understand the cross-cutting benefits for consumers, industry, and regulatory agencies from adoption.
- Ensure that food safety jurisdictions at all levels of government and territorial government agencies are considered in decision-making conversations around the adoption and implementation of the most current FDA *Food Code*.
- Enroll in the Voluntary National Retail Food Regulatory Program Standards and comply with Standard 1 (Regulatory Foundation), which is an important component of a comprehensive strategic approach to help ensure the safety and security of the food supply at the retail level.
- Encourage use of the inspection form in the most current version of the FDA *Food Code* Annex 7 to ensure consistent violation language across all jurisdictions in the U.S.
- Participate in the Conference for Food Protection to provide perspective and insight into the challenges faced by jurisdictions when updating to the most current FDA *Food Code*.

Analysis

FDA's *Food Code* is a model code for safeguarding public health and represents FDA's best advice for a uniform system of provisions that address the safety and protection of food offered at retail food and food service industries (FDA, 2019). Historically, model codes were developed to assist state and local governments initiate and maintain effective programs for the prevention of foodborne illness. Today, FDA's purpose in maintaining an updated model *Food Code* is to assist food control jurisdictions at all levels of government by providing them with a scientifically sound, technical, and legal basis for regulating the retail segment of the food industry (FDA, 2017a). There are more than 3,000 state, local, tribal, and territorial government agencies that have the primary responsibility of regulating retail food and food service industries in the U.S. (FDA, 2019).

The *Food Code* is not law or a mandated regulation. It is a model code and a useful reference document that provides uniform guidance on food safety and sanitation for federal, state, local, tribal, and territorial agencies. These agencies regulate food service operations in institutions such as restaurants, retail food stores, food vendors, schools, hospitals, assisted-living facilities, nursing homes, and childcare centers (Marcason, 2014). Industry and government officials have long recognized the advantages of a well written, scientifically sound, and up-to-date model code (FDA, 2017a). Conformance with acceptable procedures and practices is far more likely when regulatory officials "speak with one voice" about what is required to reduce foodborne illness and protect the public health, why it is important, and what compliance alternatives might be acceptable (FDA, 2017a).

As the retail food industry evolves, the *Food Code* is updated with evidence-based methods for combatting risk factors related to foodborne illness. From 1997–2019, seven editions of the *Food Code* have been released. FDA issues a new edition of the *Food Code* every 4 years and supplementals are released in the intervening 2 years to reflect the most current research (Marcason, 2014). Local and tribal organizations might not be required to use the same version as their surrounding state

jurisdictions and are able to create unique regulations. Therefore, there is a wide variety of editions and unique regulations in place across the country.

Depending on which version of the *Food Code* is adopted, agencies will have differing requirements for restaurants and other food establishments. For example, there are variations in provisions addressing proper staff training, restaurant inspection reporting, and recommended temperatures for safe food consumption. Varying versions and application differences in the *Food Code* can cause confusion in requirements and lapses in national food safety standards and the prevention of foodborne illness.

Besides the public health costs, there is substantial evidence that the economic and financial costs of foodborne illness can be astronomical. The U.S. Department of Agriculture's (USDA) Economic Research Service (ERS) has estimated the cost of foodborne illnesses from 15 major pathogens that are responsible for more than 95% of illnesses and deaths from foodborne illnesses. ERS's mean estimate of the total annual cost of foodborne illness from noroviruses in 2013 was over \$2.2 billion (U.S. Department of Agriculture [USDA], 2017). Overall, the economic impact for foodborne illness associated with the 15 pathogens studied was calculated to be \$14.1–\$15.2 billion annually (USDA, 2017). The uniform adoption of the *Food Code*, due to the inclusion of provisions for reducing foodborne illness outbreaks, will likely reduce costs for restaurants, states, consumers, and the country.

Justification

Collectively and individually, FDA, USDA's Food Safety and Inspection Service, and CDC work with federal, state, local, tribal, and territorial agencies to ensure that consumers are protected from foodborne illness. Each agency seeks to address the control of foodborne illness risk factors through various studies and initiatives, many of which stem from public health provisions within the *Food Code*.

FDA's Voluntary National Retail Food Regulatory Program Standards define what constitutes a highly effective and responsive program for the regulation of food service and retail food establishments. The standards provide a foundation and system upon which all regulatory programs can build by promoting continuous improvement of food safety inspection programs. These standards promote the adoption of evidence-based rules and regulations, such as the *Food Code*, for retail food regulatory programs to follow. Enrollment in the program increases communication between FDA and federal, state, local, tribal, and territorial governments. It also encourages national uniform adoption of the most current *Food Code*.

CDC has identified five risk factors associated with foodborne illness in the retail food industry: poor personal hygiene, improper food holding temperatures, contaminated equipment, inadequate cooking temperatures, and food obtained from unsafe sources (CDC, 1996). More than one half of foodborne illness outbreaks are connected to restaurants or other commercial food outlets (Angelo, Nisler, Hall, Brown, & Gould, 2017).

To avoid these risk factors and improve the safety of commercial kitchens, Shaw (2017) recommended training workers in food management courses and food handling programs, conducting self-inspections, conducting third-party inspections, and using temperature logs. These risk-reducing actions are associated with lower levels of foodborne illness (Shaw, 2017). Implementation of the current version of the *Food Code* ensures that new evidence-based knowledge is being applied to address these risk factors and that the most current food safety management systems and protocols are being followed in commercial kitchens.

Food safety management systems are a set of actions (e.g., procedures, training, and monitoring) intended to promote food safety and decrease foodborne illness within retail food establishments. The U.S. has multiple food safety management systems with varying degrees of implementation and requirements throughout the country (FDA, 2018). One way to provide physical, written evidence that a retail food establishment is following the *Food Code* is the development and implementation of standard operating procedures. Standard operating procedures for a retail food establishment improve areas such as food safety, staff training tools, references for staff, consistency in processes, and reduction of mistakes (Truitt, 2018).

Trained and certified food employees are instrumental in developing and maintaining a successful food safety management system. Having a certified food protection manager on staff is associated with many benefits, including better inspection scores, fewer foodborne illness outbreaks, safer food preparation practices, and cost-effectiveness (Lipcsei & Kambhampati, 2016). The *Food Code* provides guidelines for the assignment of responsibility, demonstration of knowledge, and certification of food protection managers, which strengthen food safety management systems (FDA, 2017b). Uniform adoption of the current version of the *Food Code* would create a level regulatory landscape as a foundation to a nationwide food safety management system that promotes food safety and likely decreases foodborne illness.

In 2016, CDC released a report focused on determining whether food establishments were meeting four provisions from the 2013 *Food Code*: 1) preventing ill staff from working for at least 24 hours after symptoms ceased, 2) preventing bare hand contact with ready-to-eat foods, 3) requiring food service staff to wash their hands, and 4) requiring at least one staff member to become a certified food protection manager. The report found only 17 states had adopted all four of these provisions (Lipcsei & Kambhampati, 2016). Lack of compliance with these items is associated with food safety issues, including norovirus outbreaks from contaminated food (CDC, 2014). Additionally, poor hand hygiene has been shown to be a significant cause of food contamination and only one third of employees wash their hands when they should (Lipcsei & Kambhampati, 2016). Uniform adoption of the current version of the *Food Code* ensures these food safety protective measures are in place for a retail food establishment to achieve compliance.

Although use of the *Food Code* is not legally mandated, NEHA recommends complete adoption and implementation of the most current version. Benefits associated with complete adoption of the current *Food Code* include ensuring better retail food service compliance, reliance on up-to-date scientific knowledge, and improved public health performance of restaurants. In addition, adoption of the current version is associated with improved consumer knowledge and reduced costs to society (FDA, 2017a). Provisions in the *Food Code* also support many of the objectives of Healthy People 2020, a set of national public health promotion goals established by the U.S. Department of Health and Human Services. Nationwide uniform implementation of the most current version of the *Food Code* ensures that evidence-based research used to promote food safety will reduce the incidence of foodborne illness and the economic burden associated with foodborne illness for industry, health agencies, and the public.

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Drafted by: NEHA Committee Members

Eric Bradley, MPH, REHS, CPS, DAAS, Environmental Health Coordinator, Scott County Health Department, IA

Mary Cartagena, Team Leader, Retail Food Policy Team, Center for Food Safety and Applied Nutrition/Office of Food Safety, MD

Casey Gardner, MESH, REHS, CP-FS, Environmental Health Technical Specialist/District Standardization Officer, Peninsula Health District

Donald Howell, Director of Operations Services and Quality Assurance, Huddle House Restaurants

Adam Kramer, MPH, ScD, RS, CFS, U.S. Public Health Service, Water, Food, and Environmental Health Services Branch, Centers for Disease Control and Prevention, Atlanta, GA

Glenda R. Lewis, MSPH, Director, Retail Food Protection Staff, Center for Food Safety and Applied Nutrition /Office of Food Safety, MD

Jeff Tarrant, CDR, U.S. Public Health Service

D'Ann L. Williams, MS, DrPH, LEHS, Chief, Center for Food Emergency Response and Defense, Maryland Department of Health, Baltimore, MD

AFFILIATION AGREEMENT
BETWEEN COLORADO MESA UNIVERSITY AND
CASPER NATRONA COUNTY HEALTH DEPARTMENT

This Agreement is made effective as of the most recent signature set forth below (the “Effective Date”) by and between State of Colorado acting by and through the Board of Trustees of Colorado Mesa University for the use and benefit of Colorado Mesa University, hereinafter referred to as "University" and Casper Natrona County Health Department hereinafter referred to as "Agency".

WITNESSETH:

WHEREAS, University offers all pre-approved graduate and undergraduate healthcare related programs offered by the Departments of Health Sciences and Kinesiology including but not limited to Nursing, EMS, and Radiologic Sciences, Medical Lab Technology, Phlebotomy, Medical Office Assistant, Surgical Technology, Physician Assistant Program (PA Program), Occupational Therapy Program (OT Program), Physical Therapy Program (PT Program), and Athletic Training Program (AT Program).

WHEREAS, University offers to enrolled students all pre-approved graduate and undergraduate programs offered by the Department of Social and Behavioral Sciences.

WHEREAS, Agency has agreed to support the educational goals and objectives of the related programs

WHEREAS, University desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations; and

WHEREAS, Agency has agreed to make its facility available to University for such purposes; and

WHEREAS, this Agreement supersedes and terminates any prior agreements between the parties relating to any Department of Health Sciences or Kinesiology Affiliation Agreements and any other services or items provided hereunder.

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

1. RESPONSIBILITIES OF UNIVERSITY

- a. University shall be responsible for the implementation and operation of the clinical component of its Programs at Agency, which Programs shall be approved in advance by Agency. Such responsibilities shall include, but be limited to, the following:
 - i. Orientation of students to the clinical experience at Agency;
 - ii. Provision of classroom theory and practical instruction to students prior to the clinical assignments at Agency;
 - iii. Preparation of student/patient assignments and rotation plans for each student and coordination of same with Agency;

- iv. Continuing communication with Agency regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
 - v. Supervision of students and their performance at Agency;
 - vi. Performance of such other duties as may from time to time be agreed to between University and Agency.
- b. All students, faculty, employees, agents and representatives of University participating in the Programs at Agency (the "Program Participants") shall be accountable to the Agency's President (or CEO) or his/her designee.
- c. University shall maintain for itself appropriate liability insurance coverage in accordance with Colorado law. University is insured for general liability in accordance with the provisions of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S.
- d. University and Agency agree that Agency is not responsible for any Workers' Compensation or disability claim filed by a student or faculty member of University. The parties agree that the students are not employees of Agency and are not covered by Agency Workers' Compensation. University will provide workers' compensation coverage as required by law for Students and School Representatives while such persons are at the Agency.
- e. Students in the Student Program shall pass a medical examination prior to their participation in the Program. This requirement does not apply to students in the PA Program, OT Program, or PT Program.
- f. University shall require the students to dress in accordance with dress and personal appearance standards approved by University. Such standards shall be in accordance with Agency's standards regarding same.
- g. All faculty provided by University shall be duly licensed, certified, or otherwise qualified, to participate in the Programs at Agency. University shall have a specially designated staff for the performance of the services specified herein. University and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Agency and any rules and regulations of University, as may be in effect from time to time. Neither University, nor any Program Participant, shall interfere with or adversely affect the operation of Agency or the performance of services therein.
- h. Receive and provide Agency with documentation of training from the University on the Health Insurance and Portability and Accountability Act of 1996 ("HIPAA") and patient privacy standards as approved by Agency, and receive and document additional training from Agency on the Agency's HIPAA and patient privacy policies. The parties agree that Students and School Representative shall sign Agency Confidentiality

Statement and shall be considered part of the Agency's workforce solely for HIPAA training and sanction purposes.

- i. At least three (3) weeks prior to any Student's clinical experience at a Agency, provide Agency with the names of the Student(s) and all information and documentation required by this Agreement, including without limitation, criminal background checks, drug screens, professional liability and health insurance, workers compensation coverage, immunization information and health status. Students in the PT Program and OT Program shall not be required to provide professional liability insurance.

2. RESPONSIBILITIES OF AGENCY

- a. Agency shall accept the students assigned to the Programs by University and cooperate in the orientation of all Program Participants to Agency. Agency shall provide the opportunities for such students, who shall be supervised by University and Agency, to observe and assist in various aspects of patient care, Agency shall coordinate University's rotation and assignment schedule with its own schedule. Agency shall at all times retain ultimate control of their facility and responsibility for patient care.
- b. Upon the request of University, Agency shall assist University in the evaluation of each student's performance in the Programs. However, University shall at all times remain solely responsible for the evaluation and grading of students.
- c. Emergency care will be provided by the facility to students if they are injured at the site.
- d. To orient the student with respect to policies and procedures at all Preceptor's and facilities' sites where students will accompany Preceptor and with which students are expected to comply (e.g., HIPAA and OSHA), including, but not limited to, those policies and procedures that promote personal safety and security measures and workplace security and to take reasonable steps to ensure personal security and safety of students while accompanying the Preceptor.
- e. To recognize that the student is on a learner status and to ensure that students do not render patient care beyond the realm of educational value and as permitted by professional standards.
- f. To ensure students are not used as a substitute for clinical or administrative staff during their supervised clinical practice experience.

3. MUTUAL RESPONSIBILITIES. The parties shall cooperate to fulfil the following mutual responsibilities:

- a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Agency.

- b. Any courtesy appointments to faculty or staff by either the University or Agency shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. LIABILITY

- a. University shall be liable for claims, costs, and damages arising out of or related to any alleged negligent acts or omissions of the University, its employees, students, agents or representatives in the performance of its obligations under this Agreement. However, notwithstanding any other provision of this Agreement, nothing herein shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims or injuries to persons or property arising out of the negligence of the State of Colorado, University, and their officials, agents, and employees is controlled and limited by the provisions of §§24-10-101, et seq., C.R.S., as now or hereafter amended, and §§24-30-1501, et seq., C.R.S., as now or hereafter amended. The provisions of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the State of Colorado, University, and their officials, agents, and employees in accordance with the above-cited laws. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement will be construed as: (i) as an express or implied acceptance by the State of Colorado or the University of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq.; (ii) a pledge of the full faith and credit of the State of Colorado; or (iii) as the assumption by the State of Colorado or the University of a debt, contract, or liability in violation of Article XI, Section 1 of the Constitution of Colorado. In addition, the University shall not be liable for its Students to the extent the Student provides and is covered by his/her own professional liability insurance.
- b. Agency shall be liable for claims, costs, damages and liability of any kind whatsoever, arising out of or related to any alleged negligent acts or omissions of Agency, its employees, students, interns, agents or representatives in the performance of its obligations under this Agreement.

5. WITHDRAWAL OF PROGRAM PARTICIPANTS

Agency may request University to withdraw a student from the Agency when his or her clinical performance is unsatisfactory to Agency or his or her behavior, in Agency's discretion, is disruptive or detrimental to Agency and/or its patients. It is understood that only University can dismiss the student from the Program.

6. INDEPENDENT CONTRACTOR

The parties hereby acknowledge that they are independent contractors, and neither the University nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Agency. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the

parties hereto. University shall be liable for its own debts, obligations, acts and omissions. No Program Participant shall look to Agency for any salaries, insurance or other benefits.

7. **NON-DISCRIMINATION**

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Programs, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

8. **CONFIDENTIALITY**

a. University and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Agency and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Agency. Agency understands that this Agreement is a public record available for public inspection and copying under the Colorado Public Records Act., §§24-72-201, et seq., C.R.S. and expressly agrees that University's disclosure of its terms pursuant to the Public Records Act is not a breach of this Agreement.

b. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, (FERPA) and that a student's consent generally must be obtained before releasing personally identifiable information from such records to anyone other than University.

9. **TERM: TERMINATION**

This Agreement shall be effective for an initial period of one year and shall thereafter automatically renew for additional one-year periods unless either party shall terminate this Agreement as provided herein. Notwithstanding the foregoing, either party may terminate this Agreement upon not less than six (6) months' written notice to the other, provided that any student in the midst of an assignment in the Program when notice is given will be permitted to complete the assignment before the termination can take effect. No student may begin a clinical experience at Agency after notice has been given unless that student's assignment can be completed prior to the termination date.

10. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. **SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. **CAPTIONS**

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

13. **NO WAIVER**

Any failure of a party to enforce that Party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

14. **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

15. **ASSIGNMENT: BINDING EFFECT**

University may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Agency. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

16. **NOTICES**

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Agency: Casper Natrona County Health Department
475 S. Spruce St.
Casper, WY 82601
Department Name/Title

If to University: Colorado Mesa University
Dept. of Kinesiology & Dept. of Health Sciences
ATTN: Department Chair
1100 North Avenue
Grand Junction, CO 81501-3122

With Copies To: Colorado Mesa University
ATTN: Lori Brownlee
1100 North Avenue
Grand Junction, CO 81501-3122

or to such other persons or places as either party may from time to time designate by written notice to the other.

17. EXECUTION OF AGREEMENT

This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

AGENCY: Casper Natrona County Health
Department

The State of Colorado acting by and
through the Board of Trustees of Colorado
Mesa University for the use and benefit of
COLORADO MESA UNIVERSITY:

By: _____
(Signature)

By: _____
Principal Representative

Date: _____

Name: _____
(please print)

Title: _____
(please print)

Date: _____

**AMENDMENT TWO TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
CITY OF CASPER-NATRONA COUNTY HEALTH DEPARTMENT**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002 and City of Casper-Natrona County Health Department (Contractor), whose address is: 475 South Spruce Street, Casper, Wyoming 82601. This Amendment concerns the Wyoming Cancer Program.
2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Contract between the Agency and the Contractor. The purpose of this Amendment is to: a) increase the total Contract dollar amount by ninety-five thousand dollars (\$95,000.00) to three hundred sixty-two thousand, three hundred dollars (\$362,300.00); b) extend the term of the Contract through June 29, 2024; and c) amend the responsibilities of the Contractor by replacing Attachment A-1, Revised Statement of Work with Attachment A-2, Second Revised Statement of Work, to reflect budgetary and timeline changes.

The original Contract, dated July 1, 2020, required the Contractor to coordinate the Wyoming Cancer Resource Services (WCRS) Regional Coordinator Program for a total Contract amount of one hundred seventy-eight thousand, two hundred dollars (\$178,200.00) with an expiration date of June 30, 2022.

Amendment one, dated February 2, 2022, amended the original Contract to: a) increase the total Contract dollar amount by eighty-nine thousand, one hundred dollars (\$89,100.00) to two hundred sixty-seven thousand, three hundred dollars (\$267,300.00); b) extend the term of the Contract through June 30, 2023; and c) amend the responsibilities of the Contractor by replacing Attachment A, Statement of Work with Attachment A-1, Revised Statement of Work, to reflect budgetary and timelines changes.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**

- A. The second sentence of Section 3 of the original Contract is hereby amended to read as follows:

“The term of this Contract is from July 1, 2020 through June 29, 2024.”

- B. The second sentence of Section 4.A of the original Contract is hereby amended to read as follows:

"The total payment under this Contract shall not exceed three hundred sixty-two thousand, three hundred dollars (\$362,300.00)."

5. **Amended Responsibilities of the Contractor.** The responsibilities of the Contractor are hereby amended as follows:

A. As of the Effective Date of this Amendment, Attachment A-1, Revised Statement of Work, which was attached to Amendment One is superseded and replaced by Attachment A-2, Second Revised Statement of Work, which is attached to this Amendment and incorporated into the original Contract by this reference. All references to "Attachment A-1" in the original Contract, and in any amendments thereto, are amended to read: "Attachment A-2".

6. **Amended Responsibilities of the Agency.**

Responsibilities of the Agency have not changed.

7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

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

8. **General Provisions.**

A. **Entirety of Contract.** The original Contract, consisting of ten (10) pages; Attachment A, Statement of Work, consisting of five (5) pages; Attachment B, Business Associate Agreement, consisting of six (6) pages; Amendment One, consisting of three (3) pages; Attachment A-1, Revised Statement of Work, consisting of five (5) pages; this Amendment Two, consisting of three (3) pages; and Attachment A-2, Second Revised Statement of Work, consisting of four (4) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

AGENCY:

Wyoming Department of Health, Public Health Division

Stefan Johansson, Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

CONTRACTOR:

City of Casper-Natrona County Health Department

Christie Nelson, Board Chairman

Date

Anna Kinder, Executive Director

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 # 230317

Cole R. White, Assistant Attorney General

04-17-2023

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is by and between:

Casper-Natrona County Health Department (CNCHD), and Community Health Center of Central Wyoming (“CHCCW”).

I. PURPOSE

The purpose of the MOU is to allow the CNCHD use of the large conference room on the North side of the building in the case the CNCHD building is not habitable or accessible.

II. LOCATIONS

Activities herein will occur at the site(s) listed below:

**Community Health Center of Central Wyoming
5000 Blackmore Road
Casper, Wyoming 82609**

III. BACKGROUND

- A.** CHCCW is a Federally Qualified Health Center (“FQHC”), which provides services to include Family Medicine, Urgent Care, Veteran Urgent Care Services, Women’s Health, Pediatrics, Dentistry, Radiology, Lab, Pharmacy and Behavioral Health Services.
- B.** CNCHD provides immunizations, Covid-19 vaccines and information, Tuberculosis testing and control, family planning, sexual health and sexually transmitted infections clinical services, immigration physicals, travel evaluations, case management and community education.

IV. TERMS OF AGREEMENT

- A.** This MOU shall commence on the date of last signature of the parties (the “Effective Date”) and shall continue for one (1) year, thereafter (the “Initial Term”). This MOU will be automatically renewed for successive twelve (12) month periods after the expiration of the Initial Term (each, an “Extended Term”); provided, however, that any Extended Term may be terminated upon (a) the full execution of a new agreement between the parties covering the same services; or (b) not less than forty-five (45) days’ prior written notice of termination by either party to the other party during the Extended Term.
- B.** Either party may terminate this MOU, without cause, by providing not less than forty-five (45) days’ prior written notice stating the intended date.
- C.** Either party may terminate this MOU, with cause, upon breach by the other party of any material provision of this MOU, provided that to effect such termination, the non-breaching party must give the breaching party written notice specifying the nature of the breach after which the breaching party shall then have fifteen (15) days to remedy the breach and confirm its conduct to this MOU. If such corrective action is not taken

within the time specified, this MOU shall terminate at the end of the fifteen (15) day period without further notice or demand.

- D.** Either party may also terminate this MOU immediately by written notice to the other party upon the occurrence of any of the following event: (a) the other party's license in the State lapses or is denied, suspended, revoked, terminated, relinquished or made subject to terms of probation or other restriction; (b) the other party loses its Medicare certification; or (c) the other party closes or ceases patient care operations to such an extent that patient care cannot be carried out adequately.

VI. PARTIES' RIGHTS AND RESPONSIBILITIES

A. CNCHD shall

- a. provide notification of CHCCW of the need to use the room.
- b. CNCHD will leave the room in the condition it was initially given.
- c. Provide a liaison to CHCCW
- d. Comply with all HIPAA regulations

B. CHCCW shall

- a. Provide a point of contact to CNCHD
- b. Provide CNCHD access to the building and conference room
- c. Provide tables and chairs
- d. Allow the use of multi-media in the room
- e. Comply with all HIPAA regulations

- C. Equipment Damage.** If any items in the conference room are damaged, CNCHD will pay for the replacement of that item at fair market value.

- D. No Agency.** CHCCW will not act as CNCHD's representative or agent and will not make public representations on CNCHD's behalf. CNCHD will not act as CHCCW public representative or agent and will not make public representations on CHCCW's behalf.

- E. Liability Insurance.** Each party shall provide to the other party proof of liability coverage for all claims arising out of its activities under this MOU which may result in bodily injury and death, and from damage to or destruction of the property of others, including loss of use thereof, in an amount of no less than two hundred fifty thousand dollars (\$250,000) per claimant and five hundred thousand dollars (\$500,000) per occurrence.

VII. CONDITIONS

- A.** Each party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other party and the other party's directors, officers, members, affiliates and employees, from and against any and all claims, demands, liabilities, losses, damages, cost and expenses, including reasonable attorneys' fees, resulting from the acts or omissions of the Indemnifying Party or any of the Indemnifying Party's affiliates, employees or agents. This Section shall survive the termination of this MOU.

B. CHCCW and CNCHD agree

- a. That any notice, or communication required, permitted, or desired to be given hereunder, shall be in writing and shall be personally given or mailed by U.S. mail, or nationally recognized overnight courier addressed as follows:

If to **CNCHD**:

Casper-Natrona County Health Department

Attn: Anna Kinder, MS

Executive Director

475 S. Spruce Street

Casper, Wyoming 82601

If to **CHCCW**:

Community Health Center of Central Wyoming

Attn: Carl J. Harris

Chief Executive Officer

5000 Blackmore Road

Casper, Wyoming 82609

Any party may change its' address for the purpose of this Section by giving written notice of the change thereof to the other party.

VI. GOVERNING LAW

- A. Each party shall comply with all applicable federal and state laws, rules, and regulations, including without limitation those laws and regulations governing the maintenance of medical records and confidentiality of patient information as well as with all standards promulgated by any relevant accrediting agency.
- B. The parties expressly agree that nothing contained in this MOU shall require either party to refer or admit any Patients to, or order any goods or services from the other, or otherwise affect the right of Patients to their freedom of choice of provider. Notwithstanding any unanticipated effect of any provision of the MOU, neither party will knowingly or intentionally conduct itself in such a manner to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. § 1320a-7b).
- C. CHCCW shall not assign or transfer this MOU in whole or in part, or assign or delegate any of the party's rights, duties, or obligations under this MOU, in each case without the prior written consent of CNCHD, and any assignment, transfer or delegation without such consent shall be null and void.
- D. This MOU may not be amended or modified except by the mutual written agreement of the parties. This MOU may each be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. This MOU is entered into for the sole benefit of the parties. Nothing contained herein or in the parties’ course of dealings shall be construed as conferring any third-party beneficiary status on any person or entity not a party to this MOU.

COMMUNITY HEALTH CENTER
OF CENTRAL WYOMING

CASPER-NATRONA COUNTY PUBLIC
HEALTH DEPARTMENT

By: _____
Carl J. Harris
Chief Executive Officer

By: _____
Anna Kinder
Executive Director

Date _____

Date _____

Contract #: **230956****Entry Date:** 5/1/2023 2:42:49 PM**Department:** Wyoming Department of Health, Public Health Division**Agency Contact:** Roub, Sheryl**Phone:** 7777146**Other Agency Contact:**WYOMING ATTORNEY
GENERAL'S OFFICE

MAY 08 2023

Tyler M. Renner
APPROVED AS TO FORM

Client Comments:
<p dir="ltr" style="line-height:1.56;margin-top:10pt;margin-bottom:0pt;">Base Contract between PHPR and City of Casper-Natrona County. Approved under template # 230003. Template # 12 of 23.</p>
<div>
</div>

Contractor/Vendor Name: City of Casper-Natrona County Health Department**Contract Title:** Casper Natrona County Base**Contract Type:** General Services - Federal Funds**Contract Amount:** 228000.0000**Contract Effective Date:** 7/1/2023 12:00:00 AM**Contract Expiration Date:** 6/30/2024 12:00:00 AM

Status: AG Approved as to Form

RETURN VIA: Ink Signature - Pick-up

Assigned Attorney: Cole White

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
CITY OF CASPER-NATRONA COUNTY HEALTH DEPARTMENT**

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, and City of Casper-Natrona County Health Department (Subrecipient), whose address is: 475 South Spruce, Casper, Wyoming 82601. This Contract concerns the Public Health Preparedness and Response Unit.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall develop public health emergency preparedness and response capability in the jurisdiction through implementation of the Centers for Disease Control and Prevention Public Health Preparedness Capabilities.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The Performance Period of this Contract is from July 1, 2023, through June 30, 2024. All activities and services must be completed during this term.

This Contract 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 Subrecipient for the services described in Section 5, below, and in Attachment A, Public Health Preparedness and Response Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed two hundred twenty-eight thousand dollars (\$228,000.00) of which one hundred twenty-three thousand dollars (\$123,000.00) is for funding public health preparedness activities and one hundred five thousand dollars (\$105,000.00) is for funding Cities Readiness Initiative activities. Payment shall be made in accordance with Attachment A and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices by the end of the month following expenses incurred in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. No payment shall be made for work performed outside the Performance Period of this Contract. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of the Agency.

- C. When the Subrecipient is working at a location requiring an overnight stay, the Contractor shall be reimbursed at the rates set out in Wyo. Stats. §§ 9-3-102 and 9-3-103.

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

- A. Provide the services described in Attachment A; and
- B. Abide by the terms of: the SAFECOM Guidance on Emergency Communications Grants - Fiscal Year 2021; Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal, and Territorial Public Health; and Public Health Emergency Preparedness Operational Readiness Review Guidance (PHEP ORR), all of which are incorporated into this Contract by this reference.

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

- A. Pay Subrecipient in accordance with Section 4 above.
- B. Provide support as described in Attachment A.
- C. Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.

7. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or

- (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. **Limitations on Lobbying Activities.** By signing this Contract, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.
- G. **Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- H. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. **Suspension and Debarment.** By signing this Contract, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are

any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Contract. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- O. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Subrecipient shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other subrecipients for work related to this Contract. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.

- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Contract, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Contract.** This Contract, consisting of nine (9) pages; and Attachment A, Public Health Preparedness and Response Statement of Work, consisting of fourteen (14) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. 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 Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Subrecipient shall be free from control or direction over the details of

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

- O. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Contract shall not be binding upon either party, 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).
- S. Insurance Requirements.** Subrecipient 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 Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Contract.
- X. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- Y. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- AA. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- BB. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Subrecipient of an originally signed counterpart of this Contract by facsimile or PDF shall be

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:

Wyoming Department of Health, Public Health Division

Stefan Johansson, Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

SUBRECIPIENT:

City of Casper-Natrona County Health Department

Board Chairman, Natrona County Board of Health

Date

Executive Director,
City of Casper-Natrona County Health Department

Date

NATRONA COUNTY ATTORNEY: APPROVAL AS TO FORM

Natrona County Attorney

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for:  #230956

Cole R. White, Assistant Attorney General

05-08-2023

Date

Contract #: 230921**Entry Date:** 4/29/2023 8:40:07 PM**Department:** Wyoming Department of Health, Public Health Division**Agency Contact:** Roub, Sheryl**Phone:** 7777146**Other Agency Contact:** Heather TottinghamWYOMING ATTORNEY
GENERAL'S OFFICE

MAY 08 2023

Tyler M. Renner
APPROVED AS TO FORM**Client Comments:**
Contractor/Vendor Name: City of Casper-Natrona County
Health Department**Contract Title:** Casper Natrona County CHO**Contract Type:** General Services - Federal
Funds**Contract Amount:** 10000.0000**Contract Effective Date:** 7/1/2023 12:00:00 AM**Contract Expiration Date:** 6/30/2024 12:00:00 AM**Status:** AG Approved as to Form**RETURN VIA:** Ink Signature - Pick-up**Assigned Attorney:** Cole White

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
CITY OF CASPER-NATRONA COUNTY HEALTH DEPARTMENT**

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, and City of Casper-Natrona County Health Department (Subrecipient), whose address is: 475 South Spruce, Casper, Wyoming 82601. This Contract concerns the Public Health Preparedness and Response Unit, Public Health Nursing Unit, and Infectious Disease Epidemiology Unit.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall ensure its appointed County Health Officer (CHO) provides additional support to the Subrecipient's Public Health Nursing Office in relation to public health preparedness and response.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The Performance Period of the Contract is from July 1, 2023, through June 30, 2024. All services shall be completed during this Performance Period.
4. **Payment.**
 - A. The Agency agrees to pay the Subrecipient for the services described in Section 5, below, and in Attachment A, Public Health Preparedness and Response County Health Officer Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed ten thousand dollars (\$10,000.00). Funding will be distributed every three (3) months in four (4) payments of two thousand, five hundred dollars (\$2,500.00) on July 1 2023, October 1, 2023, January 1, 2024, and April 1, 2024 Subrecipient must match ten percent (10%) of total federal funding. The match may be provided directly or through donations from public or private entities and may be in cash or in kind. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of the match.
 - B. No payment shall be made for work performed outside the Performance Period of this Contract. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
 - C. When the Subrecipient is working at a location requiring an overnight stay, the Subrecipient shall be reimbursed at the rates set out in Wyo. Stats. §§ 9-3-102 and 9-3-103.
5. **Responsibilities of Subrecipient.** The Subrecipient agrees to:

A. Provide the services described in Attachment A.

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

A. Pay Subrecipient in accordance with Section 4 above.

B. Provide support as described in Attachment A.

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

7. **Special Provisions.**

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

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

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

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

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

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

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

E. **Limitations on Lobbying Activities.** By signing this Contract, Subrecipient

certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.
- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Contract, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding

agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.

- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Contract. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- O. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Subrecipient shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other subrecipients for work related to this Contract. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Contract, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Contract.** This Contract, consisting of nine (9) pages; and Attachment A, Public Health Preparedness and Response County Health Officer Statement of

Work, consisting of four (4) pages, represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. 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 Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Contract.

- O. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Contract shall not be binding upon either party, 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).
- S. Insurance Requirements.** Subrecipient 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 Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity.

The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:

Wyoming Department of Health, Public Health Division

Stefan Johansson, Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

SUBRECIPIENT:

City of Casper-Natrona County Health Department

Board Chairman, Natrona County Board of Health

Date

Executive Director,
City of Casper-Natrona County Health Department

Date

NATRONA COUNTY ATTORNEY: APPROVAL AS TO FORM

Natrona County Attorney

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for:  #230921

Cole R. White, Assistant Attorney General

05-08-2021

Date

Mike Cometto

Casper, WY 82609

May 16, 2023

Mr. Carter Napier
City Manager
200 N. David
Casper, WY 82601

Mr. Napier and Member of the Casper City Council:

I am writing to inform you and the members of the City Council that I am interested in continuing to serve on the Casper-Natrona County Health Department Board of Directors. I have had the pleasure to serve on the Board for the past 10 years and with the current new health department building in process I would love to be able to be a part of that process and see it come to fruition. I also believe that the Department provides a tremendous and necessary service with the City of Casper and Natrona County. I believe they have proved that with the response they had handling the COVID pandemic over the last several years.

It would be an honor for me to be reappointed to the Board of Directors.

Please let me know if/when my reappointment to the Board is approved.

Sincerely,



Mike Cometto

CC: Mrs. Anna Kinder, Executive Director

**CITIZEN APPLICATION FOR APPOINTMENT
TO A NATRONA COUNTY COMMITTEE/COMMISSION/BOARD**

ALL INFORMATION ON THIS FORM IS PUBLIC RECORD

Please return to:

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

PLEASE TYPE OR PRINT CLEARLY

NAME Kirsch Caroline F
(Last) (First) (MI)

PREFERRED ADDRESS HOME WORK X
1522 East "A" St

CITY/TOWN Casper ZIP 82601

HOME PHONE # _____ MOBILE PHONE # 307-321-5316

EMPLOYER University of Wyoming Family Medicine Residency
OCCUPATION Physician

BUSINESS PHONE # 307-234-6161 EMAIL ADDRESS ckirsch7@uwyo.edu

I am interested in serving on one or more of the following Board of Natrona County (Please prioritize if more than one checked.)

- | | |
|--|--|
| <input type="checkbox"/> Amoco Reuse Agreement JPB-3 yr term | <input type="checkbox"/> Hall of Justice JPB-3 yr term |
| <input type="checkbox"/> Casper Re-Entry Center Community Brd-3 yr term | <input type="checkbox"/> Historic Preservation Commission-3 yr term |
| <input type="checkbox"/> Central WY Fair Board-5 yr term | <input type="checkbox"/> Juvenile Planning Commission-3 yr term |
| <input type="checkbox"/> Central WY Senior Services BOD-3 yr term | <input type="checkbox"/> Memorial Hospital BOT-3 yr term |
| <input type="checkbox"/> Central WY Regional Water System JPB-3 yr term | <input type="checkbox"/> Metro Animal Control Facility JPB-3 yr term |
| <input type="checkbox"/> Citizen's Transportation Advisory Comm.-3 yr term | <input type="checkbox"/> Metropolitan Planning Commission-3 yr term |
| <input checked="" type="checkbox"/> City-County Board of Health-5 yr term | <input type="checkbox"/> Airport BOT-5 yr term |
| <input type="checkbox"/> Economic Development JPB-3 yr term | <input type="checkbox"/> Library Board-3 yr term |
| <input type="checkbox"/> CNFR-No term | <input type="checkbox"/> Planning & Zoning Commission-3 yr term |
| <input type="checkbox"/> Community Action Partnership of NC-4 yr term | <input type="checkbox"/> Travel & Tourism Council-3 yr term |
| <input type="checkbox"/> Detention Center JPB-3 yr term | <input type="checkbox"/> Weed & Pest Control District-4 yr term |
| <input type="checkbox"/> Fire Fighters of NC-3 yr term | <input type="checkbox"/> NC Parks Board |

____ Planning & Development Board of Appeals-3 yr
term

____ Predator Management District BOD-3 year term

____ Vista West/West Gate JPB-3 yr term

What education or special training do you have which you feel particularly fits you for the appointment to this position?

Family medicine physician with a
special interest in Community / preventative medicine.

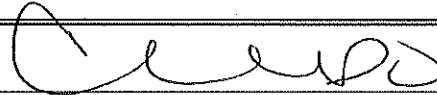
What work experience or other experience do you have which will be beneficial in carrying out the responsibilities of this position?

work with underserved / marginalized
individuals within Casper

Referred by: Self _____ Other _____

Please submit with a resume, letter of introduction, and references. Thank you for your interest to serve on a Natrona County Board. You will be contacted regarding interview dates and times. It is possible there may be more candidates than Board opening available, we encourage you to re-apply for consideration for consideration on future Board appointments.

SIGNATURE OF APPLICANT



DATE

3/21/23

Caroline F. Kirsch, D.O.

1522 East “A” Street

Casper, WY 82601

Office: 307-234-6161

ckirsch1@uwyo.edu

Education

2010-2011	Family Medicine Faculty Development Fellowship – University of North Carolina at Chapel Hill
2007-2010	University of Wyoming Family Medicine Residency at Casper
2002-2007	New York College of Osteopathic Medicine Doctor of Osteopathy Program
1996-2002	University of Wyoming, Zoology/Physiology B.S. Program
1995-1996	University of Kentucky, Sociology Ph.D. Program – No Degree
1993-1995	University of Wyoming, Sociology M.A. Program
1988-1993	University of Wyoming, Sociology B.S. Program and Women’s Studies B.A. Program

Employment

2010 – Present	Associate Program Director/ Director of Osteopathic Education / Associate Clinical Professor - University of Wyoming Family Medicine Residency Program at Casper
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Medical Licensure and Controlled Substance Registration

Licensed Through

June 30, 2023 Wyoming State Board of Medicine

June 30, 2023 Wyoming Controlled Substance Registration

December 31, 2023 DEA Controlled substance Registration

University Service - University of Wyoming Family Medicine Residency

Director of Osteopathic Education
Resident Recruiting Committee
Didactic Education Coordinator
Faculty Development Coordinator
Graduate Medical Education Committee
Privileging Committee
EHCW Quality Assurance Committee
Performance Management Committee

Professional/Community Service

Medical Director Casper College
Partner with Natrona County Health Department to promote PrEP throughout the state
Moderator – United Church of Christ – Casper

Professional Membership and Activities

American Academy of Osteopathy
American Osteopathic Association
American College of Osteopathic Family Physicians
American Academy of Family Practice
Association of Osteopathic Directors and Medical Educators
Wyoming Medical Society
Natrona County Medical Society

Clinical Practice Service Activities

Peer Review Committee
Patient Relations Committee
Controlled Substance Initiative
PCMH/Quality Improvement Committee

Research and Scholarship

Kirsch, Caroline F. DO. Gender Affirming Care for Rural Primary Care Providers. Wyoming Association of Physicians Assistants. January 2023.

Wang, Kevin MD; Kirsch, Caroline F. DO; Gina Sequeira MD. Patient-Centered Care for Gender Diverse Individuals. Wyoming Medical Society. October 2022.

Gleason, Tori DC; Carolyn Wolf-Gould MD; Kirsch, Caroline F. DO; Micol Rothman MD; and Danielle Loeb MD, MPH. Beyond City Lights: Increasing Access to Rural-Based Care. World Professional Association for Transgender Health. September 2022.

Kirsch, Caroline F. DO; Anne Wilson; Beth Robitaille. Development and Implementation of Gender Affirmation Clinic in a Family Medicine Residency Program and FQHC. Alliance Chicago and Health Choice Network Virtual Educational Conference. October 2021.

Kirsch, Caroline F. DO; Hornecker, Jamie PharmD; Mauer, Burl MSW. What is the most effective therapy for childhood attention deficit hyperactivity disorder (ADHD)? Evidence Based Practice. 2015;18(2);14.

Dolbier, Candice DO; Kirsch, Caroline F. DO. In a perimenopausal woman, what is the best way to diagnose menopause? Evidence Based Practice. 2015;18(1):11. (Student Author)

Darlington, Erin DO; Kirsch, Caroline F. DO. What is the best evaluation for angioedema and urticaria? Evidence Based Practice. 2014;17(12):7. (Student Author)

Merchant, James Tyler DO; Kirsch, Caroline F. DO. Is bromocriptine an effective therapy for obesity? Evidence-Based Practice. 2018;21(7):E4-E5. (Student Author)

Melville, Brian Tyler DO; Kirsch, Caroline F. DO. What is the effect of electronic health records on malpractice claims? Evidence-Based Practice. 2017;20(4):13-14. (Student Author)

General Description

The parties to the Contract are the Wyoming Department of Health, Public Health Division (Agency) and City of Casper-Natrona County Health Department (Subrecipient). This Statement of Work (SOW) pertains to and is managed by the Public Health Preparedness and Response Unit (PHPR). This document is a SOW to identify and describe deliverables and payment structure for the development of public health emergency preparedness and response capability in the jurisdiction through the implementation of the Centers for Disease Control and Prevention Public Health Preparedness Capabilities. Deliverables have been developed from the Centers for Disease Control and Prevention (CDC) *Public Health Emergency Preparedness and Response Capabilities – October 2018* document and the *PHEP Operational Readiness Review Guidance – February 2022* (PHEP ORR) dated March, 2022, which are incorporated into the Contract by this reference.

The requirements articulated in this SOW represent known preparedness requirements articulated by CDC and PHPR. The Agency retains the right to change the deliverables as outlined below upon execution of a contract amendment under Section 8.A of the Contract, based on any additional requirements or information that may come from the CDC. Additional requirements or changes will be articulated to the Subrecipient as soon as possible, once PHPR receives this information. Failure to meet these requirements and show progress in all requirements may affect future funding for the Agency, and in turn, preparedness and response funding for the Subrecipient. Deliverables must be completed by the due date; payments will only be made once all deliverables are met for the prior quarter. PHPR staff is available to facilitate planning activities and provide technical assistance.

The Subrecipient's Public Health Response Coordinator (PHRC) is typically assigned the responsibility of addressing the deliverables listed below. However, the Subrecipient is responsible for meeting these requirements whether the Subrecipient has identified a PHRC or not.

Payment

- A. The source of funds for this Contract is via a Cooperative Agreement from the Centers for Disease Control and Prevention Catalog of Federal Domestic Assistance (CFDA) No. 93.069, in the amount of two hundred twenty-eight thousand dollars (\$228,000.00) of which one hundred twenty-three thousand dollars (\$123,000.00) is for funding public health preparedness activities and one hundred five thousand dollars (\$105,000.00) is to be used exclusively to address Federal Cities Readiness Initiative requirements related to the Strategic National Stockpile.

The Agency agrees to pay the Contractor for the services described in this SOW. For the Period of Performance, total payment under this Contract shall not exceed two hundred twenty-eight thousand dollars (\$228,000.00) of which one hundred twenty-three thousand dollars (\$123,000.00) is for funding public health preparedness activities and one hundred five thousand dollars (\$105,000.00) is to be used exclusively to address Federal Cities Readiness Initiative requirements related to the Strategic National Stockpile.

B. Subrecipient must match ten percent (10%) of total federal funding awarded to the Subrecipient. Match may be provided directly or through donations from public or private entities and may be in cash or in kind, fairly evaluated, including equipment, or services. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of such non-federal contributions.

C. Restrictions on funding are:

- a. Subrecipient may not use funds for research.
- b. Subrecipient may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- c. Generally, Subrecipient may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- d. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- e. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - i. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
 - ii. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.

D. General restrictions:

- a. Subrecipient may supplement but not supplant existing state or federal funds for activities described in the budget.
- b. Payment or reimbursement of backfilling costs for staff is not allowed.
- c. None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or \$189,600 per year.
- d. Funds may not be used to purchase or support (feed) animals for labs, including mice.
- e. Funds may not be used to purchase a house or other living quarters for those under quarantine. Rental may be allowed with approval from the CDC Office of Grants Services.

- f. Subrecipient may (with prior approval) use funds for overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from CDC OGS.

E. Lobbying

- a. Other than for normal and recognized executive-legislative relationships, PHEP funds may not be used for:
 - i. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
 - ii. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
 - iii. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC Subrecipient (http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf).

F. Construction and Major Renovations

- a. Subrecipient may not use funds for construction or major renovations. Generally, Subrecipient may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly justified in the budget.

G. Passenger Road Vehicles

- a. Funds cannot be used to purchase over-the road passenger vehicles.
- b. Funds cannot be used to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.
- c. Subrecipient can (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts during times of need.
- d. Additionally, PHEP grant funds can (with prior approval) be used to make transportation agreements with commercial carriers for movement of materials, supplies and equipment. There should be a written process for initiating transportation agreements (e.g., contracts, memoranda of understanding, formal written agreements, and/or other letters of agreement). Transportation agreements should include, at a minimum:
 - i. Type of vendor

- ii. Number and type of vehicles, including vehicle load capacity and configuration
- iii. Number and type of drivers, including certification of drivers
- iv. Number and type of support personnel
- v. Vendor's response time
- vi. Vendor's ability to maintain cold chain, if necessary to the incident
- vii. This relationship may be demonstrated by a signed transportation agreement or documentation of transportation planning meeting with the designated vendor. All documentation should be available to the CDC project officer for review if requested.

H. Transportation of Medical Materiel

- a. Funds can (with prior approval) be used to procure leased or rental vehicles for movement of materials, supplies and equipment.
- b. Subrecipient can (with prior approval) use funds to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads.
- c. Subrecipient may purchase basic (non-motorized) trailers with prior approval from the CDC.

I. Procurement of Food and Clothing

- a. Funds may not be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, coats, or T-shirts. Purchase of vests to be worn during exercises or responses may be allowed.
- b. Funds may not be used to purchase food.

J. Vaccines

- a. Subrecipient may, with prior CDC approval, use funds to purchase caches of antibiotics for use by public health responders and their households to ensure the health and safety of the public health workforce during an emergency response, or an exercise to test response plans. Funds may not be used to supplant other funding intended to achieve this objective.
- b. Subrecipient may, with prior CDC approval, use funds to purchase caches of vaccines for public health responders and their households to ensure the health and safety of the public health workforce.

- c. Subrecipient may, with prior CDC approval, use funds to purchase caches of vaccines or ancillary supplies for select critical workforce groups to ensure their health and safety during an exercise to validate response plans.
- d. Subrecipient must document in their submitted exercise plans the use of vaccines for select critical workforce personnel before CDC will approve the vaccine purchase.
- e. Subrecipient may not use PHEP funds to supplant other funding intended to achieve these objectives. Subrecipient of PHEP-funded vaccines (within the context of the exercise) may include:
 - i. Persons who meet the criteria in the CDC-Advisory Committee on Immunization Practices (CDC/ACIP) recommendations www.cdc.gov/vaccines/acip/index.html for who should receive vaccine;
 - ii. Persons who are not eligible to receive the vaccine through other entitlement programs such as Medicare, Medicaid, or the Vaccines for Children (VFC) program.
 - 1. VFC-eligible children or Medicare beneficiaries may participate in the exercise; however, they should be vaccinated with vaccine purchased from the appropriate funding source.
- f. PHEP funds may not be used to purchase vaccines for seasonal influenza mass vaccination clinics or other routine vaccinations covered by ACIP schedules. PHEP funds may not be used to purchase influenza vaccines for the general public.

Subrecipient may not use funds for clinical care except as allowed by law. For the purposes of this NOFO, clinical care is defined as "directly managing the medical care and treatment of individual patients." PHEP-funded staff may administer MCMs such as antibiotics or vaccines as a public health intervention in the context of an emergency response or an exercise to test response plans. CDC does not consider this clinical care since it is not specific to one.

K. Laboratory Supplies

- a. Instruments, reagents and supplies for the following are not generally purchased with PHEP funding:
 - i. Instruments, reagents and supplies for testing seasonal influenza;
 - ii. Instruments, reagents and supplies for testing rabies;
 - iii. Instruments, reagents and supplies for routine food testing (surveillance);
 - iv. Instruments, reagents and supplies for testing vaccine preventable diseases (e.g. measles, mumps, etc.)

- v. Instruments, reagents and supplies for routine testing of vector-borne illnesses (both clinical and vector surveillance);
- vi. Routine drug screening of laboratory staff; and
- vii. Influenza vaccines (for the general public).

Because Subrecipient receive substantial assistance from CDC through other programs, Subrecipient should ensure these line items are funded under the appropriate program

- L. All expenditures must support and relate to this SOW.
- M. Subrecipient cannot use funds for bonuses or incentives.
- N. A PHRC hired during this performance period will be reimbursed at an amount not to exceed twenty-seven dollars (\$27.00) per hour and benefits not to exceed forty percent (40%) of the salary without prior approval from the PHPR Manager no less than 30 days prior to implementing the salary adjustment.
- O. A PHRC hired prior to this performance period will be reimbursed at the rate approved by PHPR Manager in 2023 - 2024 budget discussions.
- P. During a federal or state declared emergency, Subrecipient will provide distribution of Personal Protective Equipment (PPE), dispensing of medical countermeasures, or vaccines in a manner which will be determined at the time of delivery.

Timeline and Deliverables

The following table shows specific tasks, milestones, completion dates, and estimated payments. The Deliverables Guidance Matrix for July 1, 2023 through June 30, 2024 will be distributed to Subrecipient prior to July 1, 2023. All required deliverable documentation must be submitted to the PHPR established folders on the Contract Reporting Tool (CRT), including invoices for reimbursement, Public Health Nursing Informatics (PHNI) report, and quarterly match summary. Agency will provide a naming convention for posting required documentation to receive credit for the deliverables.

Recurring deliverables to be completed once per quarter:
Domain 1: Strengthen Community Resilience (Capabilities 1 and 2) <ul style="list-style-type: none">1. Support assessment of at-risk populations, which could include validating data, surveying the jurisdiction community, or fully participating in a state-led at-risk workgroup.2. Distribute Healthcare Preparedness Program training announcements to Healthcare Coalitions (HCC), hospitals, and other healthcare stakeholders.

3. Include those with Access and Functional Needs (AFN), and groups who work on their behalf including the HCC in preparedness planning, training, exercises, and responses to public health emergencies.
4. Collaborate with local partners and stakeholders to include those who represent AFN populations to identify how communications will be conducted prior to, during, and following an incident or event.

Domain 2: Strengthen Incident Management (Capability 3)

1. New PHRCs, Public Health Nurse Managers (PHNM) and Health Department Directors (HDD) will attend CRT and fiscal training within thirty (30) days of hire.
2. Submit the quarterly match summary by completing the match spreadsheet on the CRT. Submit supporting documentation either from the PHNI system if PHPR time is tracked or another method if the Subrecipient does not use PHNI to track PHPR support and upload to CRT. Due dates are as follows: Q1 due October 31, 2023; Q2 due January 31, 2024; Q3 due April 30, 2024; and Q4 due July 31, 2024.
3. Subrecipient shall submit invoices and supporting fiscal documentation by the end of the month following expenses incurred in sufficient detail to ensure that payments may be made in conformance with this Contract. If the jurisdiction is not in compliance with required deliverables, invoices may not be paid until deliverables are complete.
4. Attend monthly joint PHRC and PHPR calls. If the PHRC cannot attend, another person from that jurisdiction must attend or review the recording within 5 days.
5. PHNMs and HDDs or designee are to meet with PHRC quarterly to review progress, review deliverables, and complete the progress report. Submit a progress report to the CRT after PHNM or HDD review and approval.
6. Archive all plans and critical documentation to the CRT in a folder established by PHPR for continuity of operations.
7. Upload quarterly drill data collection sheets to the CRT.

Domain 3: Strengthen Information Management (Capabilities 4 and 6)

1. Review, update, and validate quarterly all alerting and notification groups and members, including public health staff who are part of the incident command system.
2. Review, update, maintain lists of local physicians, hospital personnel, nurses and other partners in collaboration with PHPR for inclusion in Wyoming Alert and Response Network (WARN) public health alerts.
3. Review and update public health after-hours contact information quarterly or as changes occur.
4. Respond monthly to statewide (WyoLink) radio drills and maintain documentation using the ICS Form 309.
5. Update list of current spokesperson, local media contacts, and public information officer quarterly or as it changes.

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)

1. Manage and maintain a stockpile of PPE and respirators for their respective jurisdiction that meets or exceeds 2014 PHN PPE Guide or stocking levels identified during COVID-19 response. Stockpile will be based on current and potential threats. Order from the state warehouse throughout the year to assist with stock rotation. PHN offices cannot backfill other entities from the office stockpile.

Description	Months	Cost	Date
Quarter 1 requirements due no later than September 30, 2023.	Three (3)	Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.	Upon submission of monthly invoices

Domain 1: Strengthen Community Resilience (Capabilities 1 and 2)

1. Utilize the Threat and Hazard Identification and Risk Assessment (THIRA) identified gaps in all hazards planning. Address these gaps through training, partner planning and coordination efforts, the identification of needed resources and equipment with quotes, an ongoing improvement plan or in relevant response plans.
2. Review, maintain, and update as appropriate current demographic data and post a list of languages spoken in Subrecipient jurisdiction on the CRT.

Domain 2: Strengthen Incident Management (Capability 3)

1. Complete CRT training prior to September 30, 2023 requirement for PHRCs, PHNMs, and HDDs or designee.
2. Local jurisdictions, CRIs and tribal partners will attend one of the following 4-hour, WYOLINK regional training sessions: Cheyenne July 11, Gillette July 31, Cody Sept 12, and Lander Sept 26.
3. Review, maintain, and update Administrative Preparedness Plan or similar documents that describe fiscal and administrative authorities and practices.

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)

1. Local jurisdictions, CRIs and tribal partners will attend one of the following 20-hour regional training sessions on EMSupply: Cheyenne July 11, Gillette July 31, Cody Sept 12, Lander Sept 26.

Quarter 2 requirements due no later than December 31, 2023.	Three (3)	Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.	Upon submission of monthly invoices
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Domain 1: Strengthen Community Resilience (Capabilities 1 and 2)

1. Engage with Emergency Management to identify partners or stakeholders who represent and assist those who may be transportation disadvantaged.

Domain 3: Strengthen Information Management (Capabilities 4 and 6)

1. Develop and maintain a documented process for the cycle of maintenance and testing of primary and secondary communication platforms every six (6) months.
2. Develop and disseminate at least two (2) culturally appropriate situational awareness and education messages for each language spoken in the jurisdiction based on demographic data.
3. Take appropriate HIPAA training to ensure access to identified emPOWER data.

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)

1. Conduct MCM dispensing (antivirals) or vaccination activities to improve planning, readiness and staff training levels.
2. Participate in pre-Operational Readiness Review (ORR) face to face or virtual meeting to assess program readiness and ability to meet PHEP ORR “established” status before CDC deadline of June 30, 2024.
3. Establish and update inventory of PPE, MCM, and equipment in EMSupply

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)

1. Describe in the relevant plan the process to identify potential types and number of volunteers, required for Point of Dispensing (POD), Dispensing Vaccination Clinics (DVC), shelters, or congregate settings.
2. Identify three (3) public health staff, emergency operations center, or emergency management staff to have access to the EMResource. One (1) of the three (3) public health staff identified will be the PHNM or HDD.

Domain 6: Biosurveillance (Capabilities 12 and 13)

1. Review the Agency’s WDH 24/7 Emergency Notification Line training webinar prior to November 1, 2023. Public Health Response Coordinators (PHRCs) will be familiar with reporting suspicious powder, reportable disease, and adverse events to the State of Wyoming.

Quarter 3 requirements due no later than March 31, 2024.	Three (3)	Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.	Upon submission of monthly invoices
<p>Domain 1: Strengthen Community Resilience (Capabilities 1 and 2)</p> <ol style="list-style-type: none"> 1. Update public health COOP plan or incorporate COOP activities into other plans to support community recovery following an event or incident. <p>Domain 2: Strengthen Incident Management (Capability 3)</p> <ol style="list-style-type: none"> 1. Maintain, review and update the roster of key roles within jurisdictional public health incident management structure (general and command staff roles). 			

2. Submit asset inventory no later than January 31, 2024. Provide updated inventory reports for single items costing five hundred dollars (\$500) or more.

Domain 3: Strengthen Information Management (Capabilities 4 and 6)

1. Document compliance with *SAFECOM Guidance on Emergency Communications Grants - Fiscal Year 2021*.
2. Develop, maintain, review, and update a Crisis and Emergency Risk Communications that includes a Job Action Sheets for the PIO or spokesperson, message templates, and dissemination procedures that include consideration for AFN populations.

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)

1. Conduct a thorough review of the ORR in preparation for state level site visit and assessment scheduled for Q4.
2. Conduct or participate in a PHPR developed or facilitated CHEMPACK Tabletop Exercise (TTX).

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)

1. Develop, review, update, or maintain a Volunteer Management Plan or a Concept of Operations (CONOPS) on how volunteers will be obtained to address potential public health responses.
2. Develop and maintain procedures for information exchange between public health and the medical sector to include: operational status, staffing levels, bed status, medical services status, and patient census using EMResource.
3. Develop, review, maintain, or update Job Action Sheets for all public health public health incident management team positions, (POD, VAC) volunteer positions based on POD/VAC plan.
4. Update or complete Volunteer Management Plan/Procedures, include all requirements in the ORR.
5. Identify a volunteer management system (VMS) and backup system.

Quarter 4 requirements due no later than June 30, 2024	Three (3)	Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.	Upon submission of monthly invoices
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Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)

1. Collaborate with the PHRC Responder Safety and Health workgroup, PHRCs, HPP, HCCs, and other partners to further refine Responder Safety and Health guidelines, to include lessons learned from the COVID-19 response.
2. Review, maintain, and adhere to the Respiratory Protection Program (RPP), and conduct N95 fit testing for all staff assigned an N95 respirator, initially and annually. Including

those assigned a Powered Air Purifying Respirator (PAPR) unless decided otherwise by the licensed medical provider who completed the medical evaluation.

3. Distribute PPE or countermeasures as required for a public health response or to meet ORR exercise requirements.
4. Local jurisdictions, CRIs and tribal partners will gather and collect relevant information to complete a full ORR assessment.
5. Ensure critical workforce support is addressed within applicable plans including the Medical Countermeasures Plan.
6. Ensure storage and distribution centers have adequate warehousing capacity and capability for all hazards responses.
7. Participate in a PHEP ORR assessment by PHEP in preparation for a four (4) hour site visit and ORR assessment, either in person or virtually.

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)

1. Participate in sharing volunteer management: best practices, and response resources on the CRT - Local Jurisdictions Volunteer Best Practice Share Folder.
2. In collaboration with community partners maintain, develop, review, or update the Family Reunification Plan.
3. In collaboration with community partners, address BP4 AFN exercise improvement plan by maintaining, developing, reviewing, or updating congregate locations and POD or DVC plans with inclusion of AFN populations.
4. Review and update shelter surveillance forms to ensure inclusion of AFN, mental and behavioral health survey questions.

Annual requirements due no later than June 30, 2024

It is highly recommended that these activities be completed early in the Contract period.

1. Prior to the end of quarter 4 review, and update, all jurisdictional public health plans that have an MCM or vaccine distribution and dispensing component using the latest PHEP ORR guidance. The following jurisdiction plans will be reviewed and updated accordingly:
 - a. Medical Countermeasures Plan
 - b. Emergency Operations Plan (public health)
 - c. Emergency Support Function #8
 - d. Pandemic Influenza Response Plan
 - e. Communications Plan
 - f. Crisis and Emergency Risk Communications Plan
 - g. Non-Pharmaceutical Interventions Plan
 - h. Continuity of Operations Plan
 - i. Security Plan (related to PODS, (LDS) and Regional Distribution Sites (RDS)
2. Prior to the end of quarter 4 conduct the following drills: Site Activation, Facility Set-Up of a Local Distribution Site (LDS), POD, or DVC site and complete an After Action Report (AAR) and Improvement Plan.

3. Participate in no less than two (2) Essential Elements of Information (EEI) drills to ensure the ability to rapidly share and exchange information with key partners. One (1) drill before December 31, 2023 and the other before June 20, 2024.
4. Annually maintain PHPR owned PortaCount equipment by appropriately storing, transporting, and ensuring annual calibration and necessary repairs are completed with TSI Incorporated.
5. Include PIO or spokesperson and HCCs in all situational awareness, information sharing, training, drills, and exercises.
6. Participate in performance measurement data collection activities.
7. Complete two (2) volunteer assembly drills in conjunction with other drills or exercises. One (1) must be for a POD/VAC using the VMS and other using the backup VMS.
8. Coordinate a minimum of two planning meetings the first prior to December 31, 2023 and the other before June 30, 2024 with whole community partners as identified in the PHPR capabilities to include mental/behavioral health providers for sharing plans, soliciting needs, and obtaining feedback.
9. Engage with Healthcare Coalition partners and other public health partners regarding public health roles to ensure understanding and agreement of those roles during medical surge.
10. During BP5 local, CRI, and tribal jurisdictions will respond to two (2) after-hours 24x7 number call down drills. One (1) prior to December 31, 2023 and the second prior to June 30, 2024. Contact must be made with PHRC, Public Health Nursing (PHN) staff, or other 24x7 designated point of contact within 60 minutes of initial contact.
11. Conduct three (3) immediate no-notice Staff Notification and Assembly Drills (SNA); assembling the six (6) key incident command roles within 60 minutes. The three (3) types of assembly drills that must be conducted are physical, virtual, and a combination of both physical/virtual.
12. Conduct annual access functional needs exercise with partners, utilizing the ORR for guidance on developing, conducting, and reporting the exercise.
13. Post draft After Action Reports (AAR) and Improvement Plans (IP) to the CRT within 120 days after every TTX, Functional Exercise (FE), Full-Scale Exercise (FSE), incident or event involving a public health response.
14. Participate in jurisdictional Integrated Preparedness Planning Workshop (IPPW) with emergency management. If not conducted by emergency management then the Subrecipient will conduct an ESF 8 IPPW.
15. Provide additional supporting documentation upon request for verification of deliverables.
16. As requested, update inventory of PPE, Medical Countermeasure (MCM), and equipment in EMSupply.
17. Review, maintain, update, or develop a volunteer management plan or concept of operations.
18. Participate in virtual or onsite Subrecipient monitoring site visits. Complete Subrecipient monitoring requirements by established deadlines.

- a. Onsite: nine (9) onsite local jurisdictions are Park, Big Horn, Hot Springs, Washakie, Sheridan, Johnson, Campbell, Crook, and Weston counties. If onsite visits are not possible, jurisdictions will complete a virtual monitoring visit with the compliance coordinator.
 - b. Virtual Site Visit: fourteen (14) local jurisdictions are Albany, Carbon, Converse, Fremont, Goshen, Laramie, Lincoln, Natrona, Niobrara, Park, Platte, Sublette, Sweetwater, Teton, Uinta, and Washakie counties. Compliance visits will be scheduled by the compliance coordinator for a virtual site visit.
19. In collaboration with local partners review operations and security needs at the following:
 1. LDS
 2. RDS
 3. PODS
20. All PHRCs, PHNMs or HDDs hired during the contract period will attend WARN training within thirty (30) days of hire.
21. Continue development of jurisdictional public health incident management command capability through training, drills, and exercises to better equip the team for activating, operating, and managing a public health emergency that includes pandemic influenza, anthrax response, POD or DVC operations, sheltering, and AFN/DIP/VP.
22. Track and report the number of times a year the public health EOC is activated and the number of times the county EOC is activated if public health is involved.
23. Distribute training and exercise announcements to HPP, HCCs, hospitals, healthcare, and AFN partners and stakeholders.
24. Update and maintain documented process for the cycle of maintenance and testing of (primary and secondary) communication platforms every six months.
25. Using lessons learned from the COVID-19 response review, update, and train the mobilization and demobilization plans with a focus on vaccination clinics and MCM PODS.
26. PHRC (or local designee) will attend in-person all Face2Face meetings as scheduled.
27. Compose, update, and maintain all mandatory policies including but not limited to:
 - a. nepotism policy
 - b. travel policy
 - c. discrimination policy
 - d. drug-free workplace policy
 - e. conflict of interest policy
 - f. whistleblower policy

Training requirements due no later than June 30, 2024

It is highly recommended that these activities be completed early in the Contract period.

ATTACHMENT A
PUBLIC HEALTH PREPAREDNESS AND RESPONSE STATEMENT OF WORK

1. Prior to registering for courses at Emergency Management Institute (EMI) (Emmitsburg), Center for Domestic Preparedness (CDP) (Anniston) approval must be obtained through the PHPR Training Coordinator.
2. Attend the CPG 101 course or E/L0103 Planning: Emergency Operations course.
3. Attend the SNS course at the Center for Domestic Preparedness, Anniston, AL by June 30, 2024, if available, within one (1) year of hire.
4. Participate in Empower Data training when offered.
5. Attend training on the new alerting and notification software by December 2023.
6. Ensure all Public Health PIOs or spokesperson complete recurring public information training not to exceed every five (5) years.
7. Complete training for the developing and management of volunteers.
8. Complete HHS/ASPR Access and Functional Needs Web-Based Training.
9. Attend PPHPR planning, training, awareness calls and webinars.
10. Complete required training as identified throughout the budget period.
11. Address and track areas identified for improvement.

Cities Readiness Initiative (CRI) requirements due no later than June 30, 2024

1. Adhere to CRI specific requirements listed in the most current PHEP ORR Guidance.
2. Conduct a Dispensing Throughput Drill (DTD). This drill requirement can be met with a dispensing FSE, an incident, or an event that dispensed MCMs.
3. Establish online accounts for PHEP ORR platform PHEP Online Reporting and Tracking System (PORTS) if available.
4. Attend a PPHPR sponsored, one day training and familiarization session for PORTS.
5. Submit all required forms and supporting documentation into PORTS or CRT as applicable.

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Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # 00319184.0



REGIONAL GOVERNMENT ENTERPRISE AGREEMENT (RG1)

This Agreement is by and between City of Casper ("Managing Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Managing Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Managing Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Publisher, ArcGIS Network
 Analyst, ArcGIS Schematics, ArcGIS Workflow
 Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D
 Analyst, ArcGIS Spatial Analyst, ArcGIS
 Geostatistical Analyst, ArcGIS Network Analyst,
 ArcGIS Schematics, ArcGIS Workflow Manager,
 ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 500 ArcGIS Online Viewers
 500 ArcGIS Online Creators
 62,500 ArcGIS Online Service Credits
 500 ArcGIS Enterprise Creators
 7 ArcGIS Insights in ArcGIS Enterprise
 7 ArcGIS Insights in ArcGIS Online
 100 ArcGIS Location Sharing for ArcGIS Enterprise
 100 ArcGIS Location Sharing for ArcGIS Online
 5 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 5 ArcGIS Utility Network User Type Extensions (Enterprise)
 5 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside of this Agreement	

*Additional sets of backup media may be purchased for a fee

Managing Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN MANAGING CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

This Agreement authorizes the entities listed in Attachment 1 (each an "Authorized Entity") to use Products listed in Table A, provided Authorized Entity signs and returns an executed Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this Agreement. Managing Customer may not Deploy any Products to an Authorized Entity until Managing Customer has received and sent to Esri the executed Authorized Entity Acknowledgment Statement.

Term of Agreement: Three (3) years, February 8, 2024 - February 7, 2027

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Casper
(Managing Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

MANAGING CUSTOMER CONTACT INFORMATION

Contact: Denise Wyskup

Address: 200 N David St

City, State, Postal Code: Casper, WY, 82601

Country: USA

Quotation Number (if applicable): Q-489948

Telephone: (307) 235-8455

Fax: _____

E-mail: dwyskup@casper.wy.gov

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Customer" means Managing Customer and Authorized Entity.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Managing Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Managing Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Managing Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement. Additionally, Esri grants to Managing Customer the right to Deploy for Customer's internal use, provided prior to Deploying to an Authorized Entity, Esri receives a signed copy of the Authorized Entity Acknowledgment Statement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Managing Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference

registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Managing Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

3.6 Termination of an Individual Authorized Entity. Esri may terminate the license rights of a particular Authorized Entity for material breach without terminating this Agreement with Managing Customer. The breaching Authorized Entity will be given a period of thirty (30) days from the date of written notice to cure any material breach. Upon the termination of an Authorized Entity, all Products Deployed to the Authorized Entity will also terminate. Managing Customer shall reasonably cooperate with Esri in termination of an Authorized Entity for material breach of this Agreement, including enforcement of the Agreement with respect to such Authorized Entity. There will be no reduction in the Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this Agreement.

3.7 Termination by Authorized Entity. If an Authorized Entity no longer desires to participate in this Agreement, the Authorized Entity may terminate; however, there will be no decrease in the Fee as a result.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of

Products by providing written notice to Managing Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Managing Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Managing Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Managing Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions

as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Managing Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Managing Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Managing Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Managing Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Managing Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Managing Customer interest at a monthly rate equal to the lesser of one percent

(1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Managing Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.
 - d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Managing Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Managing Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements.** Esri does not require Managing Customer to issue a purchase order. Managing Customer may submit a purchase order in accordance with its own process requirements, provided that if Managing Customer issues a purchase order, Managing Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Managing Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- a. All orders pertaining to this Agreement will be processed through Managing Customer's centralized point of contact.
 - b. The following information will be included in each Ordering Document:
 - (1) Managing Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's

organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will uninstall, remove, and destroy or transfer the Products to Customer.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

ATTACHMENT 1 AUTHORIZED ENTITY LIST

1. Authorized Entity Name: County of Natrona
Contact Name: Eileen Hill
Address: 200 N Center St
Suite 105 Casper, WY 82601
Phone: (307) 235-9351 or 9622
E-mail: ehill@natrona-county-wy.gov
2. Authorized Entity Name: Natrona County Health Department
Contact Name: Anna Kinder
Address: 475 S Spruce St
Casper, WY 82601
Phone: (307) 577-9722
E-mail: akinder@cnchd.org
3. Authorized Entity Name: Town of Mills
Contact Name: Sabrina Kemper
Address: 240 Chamberlin Rd
Mills, WY 82644
Phone: (307) 439-1254
E-mail: skemper@mills.wy.gov
4. Authorized Entity Name: Town of Evansville
Contact Name: Chad Edwards
Address: PO Box 58 1235 Curtis St
Evansville, WY 82636
Phone: (307) 234-16530
E-mail: Cedwards@evansville.wy.gov
5. Authorized Entity Name: Town of Bar Nunn
Contact Name: Kalista Schwarzerk
Address: 4820 N Wardwell Industrial Ave
Bar Nunn, WY 82601
Phone: (307) 237-7269
E-mail: kali@townofbarnunn.com
6. Authorized Entity Name: Natrona County Fire District
Contact Name: Brian Oliver
Address: PO Box 820
Mills, WY 82644
Phone: (307) 234-8826
E-mail: boliver@natrona-county-wy.gov
7. Authorized Entity Name: Town of Edgerton
Contact Name: Cindy Aars
Address: 311 N Second St
Edgerton, WY 82635
Phone: (307) 437-6763
E-mail: 2awnote@stconnect.net
8. Authorized Entity Name: Casper/Natrona County International Airport
Contact Name: Glenn Samuska
Address: 8500 Airport PKY
Casper, WY 82604
Phone: (307) 472-6688 ext 12
E-mail: gsamuska@itlpcasper.com

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

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Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

County of Natrona
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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Accepted and Agreed:

Natrona County Health Department
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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Accepted and Agreed:

Town of Mills
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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Accepted and Agreed:

Town of Evansville
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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Accepted and Agreed:

Town of Bar Nunn _____
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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Accepted and Agreed:

Natrona County Fire District
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Town of Edgerton
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Casper/Natrona County International Airport
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 1 TO REGIONAL
GOVERNMENT ENTERPRISE AGREEMENT (RG1)
Regional Government Enterprise Agreement No. 00319184.0**

This Amendment No. 1 to the *Regional Government Enterprise Agreement (RG1)* is made and entered into this 8th day of February, 2024, by and between Environmental Systems Research Institute, Inc. ("ESRI"), with an address of 380 New York Street, Redlands California, 92373-8100, and the City of Casper, Wyoming ("Customer"), a Wyoming municipal corporation with an address of 200 North David Street, Casper, Wyoming 82601. Throughout Amendment No. 1, ESRI and Customer may be individually referred to as "Party" or together as "Parties."

RECITALS

A. The Parties want to enter into the three-year *Regional Government Enterprise Agreement* ("RG1").

B. The RG1 does not have Wyoming Governmental Claims Act provisions.

C. In consideration of the Customer executing the RG1, ESRI agrees to add Wyoming Governmental Claims Act language to the Agreement by this Amendment No. 1.

D. Amendment No. 1 shall be executed contemporaneously with the Agreement, and remain in full force throughout the term of the RG 1 and any subsequent amendments to it.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree by and between them as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment No. 1.

2. ADDITION OF SECTION 10. WYOMING GOVERNMENTAL CLAIMS ACT

Section "10. WYOMING GOVERNMENTAL CLAIMS ACT" is hereby added to the RG1 as follows:

10. WYOMING GOVERNMENTAL CLAIMS ACT

The Customer does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Customer specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

3. RATIFICATION

The terms and conditions of the RGI, as modified by Amendment No. 1, are ratified by the parties and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Amendment No. 1 as of the day and year above.

APPROVED AS TO FORM



ATTEST

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Bruce Knell
Mayor

WITNESS

Printed Name: _____
Title: _____

**ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE**


Timothy Brazeal (May 8, 2013 15:54 PM)

Printed Name: Timothy Brazeal
Title: Manager, Commercial and Government Contracts

Enterprise Agreement

Final Audit Report

2023-05-08

Created:	2023-05-08
By:	Martino Lazzaroni (mlazzaroni@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnOV0kYOklu8nhXcFvbUI5EbxBTYaxUQi

"Enterprise Agreement" History

-  Document created by Martino Lazzaroni (mlazzaroni@esri.com)
2023-05-08 - 10:36:10 PM GMT
-  Document emailed to Timothy Brazeal (Tbrazeal@esri.com) for signature
2023-05-08 - 10:45:41 PM GMT
-  Email viewed by Timothy Brazeal (Tbrazeal@esri.com)
2023-05-08 - 10:50:53 PM GMT
-  Document e-signed by Timothy Brazeal (Tbrazeal@esri.com)
Signature Date: 2023-05-08 - 10:54:57 PM GMT - Time Source: server
-  Agreement completed.
2023-05-08 - 10:54:57 PM GMT



HCMToGo Mobile

Human Capital Management. When and Where You Want It.

Mobile Application Overview

The HCMToGo mobile application provides managers and employees with immediate access to their human capital management (HCM) solution, wherever they may be.

This app — available for Apple and Android devices — is **designed to delight and built to engage** the modern mobile workforce. The HCMToGo mobile app provides a responsive, intuitive user interface that lets employees and managers address common HR, timekeeping, and payroll tasks as quickly and easily on mobile as they could on their desktops. This app is the first step in creating a unified HCM experience across all devices, ensuring that anyone in your organization can meet their human capital management needs anytime and anywhere those needs arise. The new experience will be implemented in phases on desktop and mobile in 2018.

Application Features Include:

Employees

- Punch in/out and change cost centers with GPS coordinates
- Punch offline
- Access employee profile, job, and organizational information
- Submit timesheets and request time off
- View and manage schedule — Request changes to, swap, or request open shifts
- View time-off and leave-of-absence calendars
- View accrual balances
- View current benefits elections
- Enroll in new benefits or change benefits during open enrollment and life change events
- Complete questionnaires and receive notifications
- View pay statements, set up direct deposit, and view W-2s or 1099s

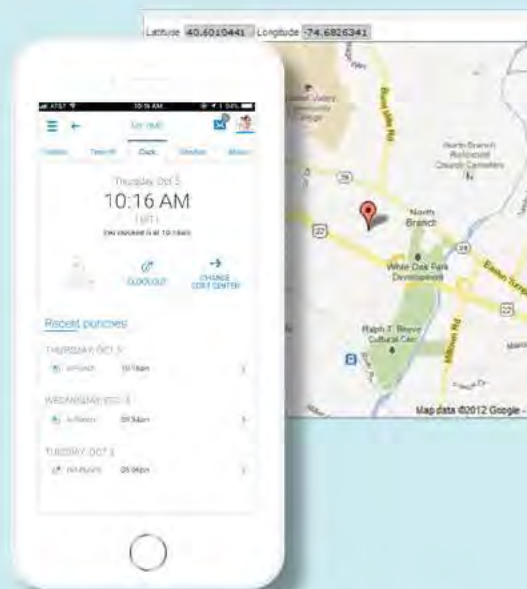
Managers

- Approve time-off, leave-of-absence, and schedule change requests
- Get full timesheet access to make timesheet corrections, review employee entries, approve timesheets, and manage your team's time end-to-end while on the go
- View several core reports (read only)
- View all team members in one intuitive display and quickly access employee profiles, time-off requests, timesheets, pay statements, and other key details from a central location

HR departments reach **51 percent** more employees when they invest in self-service, mobile, and help desk solutions.¹ Our HCM solution is helping build this engagement with our mobile-first design approach.



¹ Sierra-Cedar, 2015–2016 HR Systems Survey 18th Annual Edition: Innovation, Insights, and Strategy (2015) at 52.



Restrict Employee Punches Based on Location

The HCMTToGo mobile application provides known location geofencing, which enables an organization to restrict an employee from clocking in from just anywhere. If the application is configured, an administrator can restrict employees from clocking in outside the radius of a defined location, down to a tenth of a mile. The radius can be determined as a general location, which can restrict all employee punches, or be specific to a cost center.



Instant Access to Information

The HCMTToGo mobile application delivers easy and immediate access to information that managers and employees need to access on a frequent basis in a format that stays familiar and engaging regardless of the device it appears on. From high-level summary to in-depth data exploration, the insights your organization needs to succeed are readily available wherever and whenever you need them.



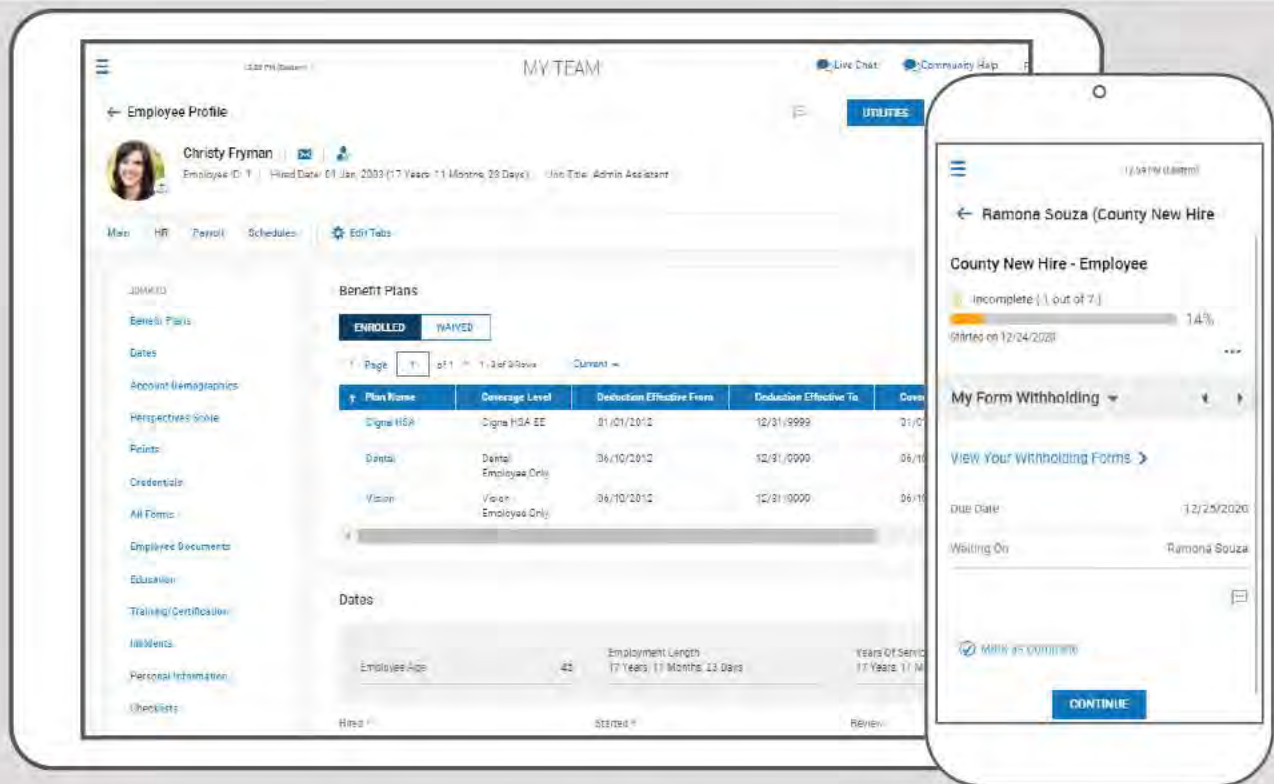
Application Included at No Additional Charge

The mobile application is included with our HCM product suite at no additional charge and is available in the Apple and Android application markets. Employees can use the app to check and manage schedules, punch in and out even while offline, place time-off requests, review paychecks, enroll in/check benefits, and more.

Human Resources

Eliminate paperwork and inefficiencies so you can build transparent, compliant people processes.

HR enables organizations to automate core HR functions, including onboarding and benefits management, while providing a single database that stores and tracks all employee information in one place. Automated workflows, configurable forms and reports, and real-time access to accurate and consistent employee information helps you reduce your administrative workload and minimize compliance risk.



Flexible workflows

Our flexible workflow engine provides visual drag-and-drop tools to easily model your current business processes and policies. This enables you to streamline routine tasks such as approvals, updates, changes, and more.



Engaging employee experiences

Reduce paperwork and streamline talent processes by providing a best-in-class employee experience. Enable employees and managers to complete forms, update their information, review requests, and more through our modern self-service tools and mobile application.



Comprehensive analytics

As a single solution, Our HCM solution offers one employee record. Because all employee information is in one location, you can create comprehensive reports and track key analytics that provide valuable information to your organization for more informed decision making.

Key benefits

For HR professionals

Streamline HR processes by eliminating duplicate data entry and manual processes

Improve compliance and mitigate risk with automatic updates to comply with the latest regulation changes

Reduce the administrative burden of processing employee changes and updates

Reduce time-to-hire and welcome new hires with seamless recruiting and onboarding solutions

Simplify benefits management for multiple plan types

Gain strategic insights through real-time reporting at the click of a button

Drive employee engagement with comprehensive talent management solutions

For employees

Get easy, instant access and manage personal information, including life changes

Better understand benefits and self-enroll in the options that are best for them

Easily complete onboarding forms from any device

Grow their careers with access to training, feedback, and internal opportunities

Share their experiences, sentiments, and needs through anonymous surveys

Stay up-to-date on important organizational information through push, email, or SMS notifications

Key features of HR

- Custom workflows and checklists
- Standard and custom forms
- HR document storage and retrieval tracking
- Onboarding, preboarding, and offboarding
- Skills and certifications tracking
- Position control and budgeting
- Automated step and grade pay schedules
- Benefits enrollment and defined eligibility
- Mass editing tools
- Incident tracking and management
- Asset management
- Organizational charts and employee directories
- Organizational news, announcements, and events
- Custom forms creator
- Auto-populated EEO, VETS, OSHA, and new-hire reporting
- Workers' compensation tracking and management
- Engagement surveys with sentiment analysis
- SMS, email, and in-application push notifications
- Employee self-service mobile application

Smart-HR

220 S Broadway Ave
Suite 100 #2
Rochester, MN 55904

Date May 11, 2023
Invoice C97-2023

To: Casper Natrona County Health

of Employees 33

PER EMPLOYEE PER MONTH FEES			
Employees	Human Resources	PEPM	Monthly
33	Human Resources Module	\$3.95	\$130.35
	Features Include: Applicant Tracking, New Hire/Term Checklists, Performance Management, Training/Certification Tracking, Incident Tracking, Ability to Upload HR/Medical files to Employee Profile		
Employees	Time and Labor Management (TLM)	PEPM	Monthly
33	Time and Labor Management Module	\$4.00	\$132
	Features Include: Real time data, Web Clock, Mobile App Clock, Shift Premiums, Manage Exceptions Real Time(missed punches), Accrual Tracking, PTO Request/Approval, Flows directly into payroll		

IMPLEMENTATION FEE			
	Implementation & Setup Fee	Per Employee	Total
33	Implementation Fee	\$15.00	\$495
	Features Include: System Configuration, Setup and Training.		

Implementation & Setup Total	\$495
6 Month Total	\$1,574
Total Due	\$2,069.10

Time

Streamline time tracking with **consistent, fair rules.**

Time enables organizations to simplify and automate routine tasks, including approving timesheets, correcting exceptions, responding to time-off requests, and managing schedules with flexible workflows. A robust pay calculation engine, automated notifications, configurable reports, and real-time access to accurate time information help you minimize compliance risk.



Consistent, Fair Rules

With Time, our robust pay calculation engine provides a comprehensive set of rules to easily model your current policies and align with federal and state regulations. This ensures your policies are enforced consistently and fairly across all your employees, minimizing compliance risk.



Accurate Data Capture

Collect data from a variety of sources, including timeclocks, telephony, web entry, and mobile. Whether you have a dispersed workforce or all employees in one location, you can mix and match how you collect data based on your organization's needs.



Real-Time Visibility

An easy-to-use, configurable dashboard allows managers to track key data and perform common tasks on one screen, driving more-informed decision making. Automated notifications and alerts provide additional visibility into actions that need to be taken in order to align with operational goals.

Key benefits

For HR professionals and managers

Drive efficiencies by simplifying routine time and attendance tasks.

Improve compliance and mitigate risk with automatic updates to available pay rules.

Reduce the administrative burden of managing employee attendance and accruals.

Assign and track employees' schedules with ease.

Gain strategic insights through real-time reporting at the click of a button.

Stay ahead of the curve with proactive notifications to help you align with organizational goals.

For employees

Get easy, instant access to important information, including timesheets and schedules.

Enjoy multiple user-friendly ways to enter and review time information, including by timeclock, web, and mobile.

Easily manage time-off requests, schedules, timecards, overtime requests, and more via a curated employee portal.

Key features of Time

- Drag-and-drop custom workflows
- Robust pay calculation engine
- Exception management
- Automated points tracking
- Open absence tracking
- Timesheet management
- Flexible, configurable time allocation
- Mass editing tools
- Robust, real-time reporting with auto-distribution
- Comprehensive, configurable dashboard
- Multiple, user-friendly timesheet formats
- Data collection via timeclock, telephony, web, and mobile
- Geofencing capabilities
- Offline punch capture
- Schedule creation manager
- Automated, proactive SMS, email, and in-application push notifications
- Mobile-friendly employee and manager self-service

Attachment A, Statement of Work

General Description

This document identifies and describes important milestones and deliverables for the Contract between City of Casper-Natrona County Health Department (Contractor) and Wyoming Department of Health, Public Health Division (Agency). The goal of the Contract is to coordinate cancer control efforts at the regional level.

Timeline and Deliverables

The following outline delineates specific tasks, milestones, and completion dates.

Task	Description	Timeline
1. Budget and Invoicing		
1.A	<p>Contractor will provide an annual breakdown of the proposed budget and justification narrative for this project clearly stating details for costs of all projects and major deliverables for the project period not to exceed eighty-nine thousand, one hundred dollars (\$89,100.00) per year.</p> <ul style="list-style-type: none">i. Salary or Personnel cost including fringe should not exceed fifty-nine thousand, forty dollars (\$59,040.00) of the budget.ii. Indirect expenses should not exceed eight (8) percent of the budget subtotal. Indirect expenses include those the organization may incur that cannot be specifically accounted for or attributed to the grant including: a portion of the cost for utilities, administration, management, or facilities.iii. Funding through this grant may not supplant existing activities in any way, nor are those funds to supplant projects that were previously funded through another source.iv. Budget shall include travel for Contractor to attend two (2) technical assistance trainings each year and two (2) Wyoming Cancer Coalition (WYCC) meetings each year.v. In the event annual funds are not expended completely, the Contractor may request carryover of remaining annual funds to year two (2) funding period. The Agency shall review and approve or deny the carryover request within thirty (30) business days.vi. Budgets must be approved in writing by Agency prior to implementation.	<p>Year one (1) within thirty (30) days of execution of the Contract.</p> <p>Year two (2) by June 1, 2021.</p>

1.B	<p>Contractor will provide a detailed description of cost sharing sources by name and estimated amount for each year. Identify a minimum of ten (10) percent cost sharing to ensure collaborative support for project goals. Contractor will identify minimum of ten (10) percent cost sharing on monthly invoice.</p> <p>Contractor agrees to supply supporting documentation when requested by Agency within fifteen (15) business days of request.</p>	<p>Year one (1) within thirty (30) days of execution of the Contract.</p> <p>Year two (2) by June 1, 2021.</p>
1.C	<p>Contractor will establish a working toll-free telephone number to ensure all residents in the region have access to project services.</p> <p>Contractor will maintain the toll-free telephone number for the duration of the Contract.</p>	<p>Within thirty (30) days of execution of the Contract and ongoing.</p>
1.D	<p>Contractor will provide project staff with access to office space, facsimile machine, computer(s), and a printer. Computer equipment will have adequate capabilities for e-mail, internet, and Microsoft Word, Excel, and PowerPoint.</p>	<p>Within thirty (30) days of execution of the Contract and ongoing.</p>
1.E	<p>Contractor will submit invoices in sufficient detail to ensure payments can be made in conformance with this Contract.</p> <p>Contractor agrees to supply supporting documentation when requested by Agency within fifteen (15) business days of request.</p>	<p>By the 15th of each month.</p>
1.F	<p>Contractor will create and maintain an inventory and supply tracking system to track items purchased with Contract funding such as equipment, computers, office furniture, and promotional items. Tracking system shall be updated at least monthly.</p> <p>Contractor agrees to supply supporting documentation when requested by Agency within fifteen (15) business days of request.</p>	<p>Within thirty (30) days of execution of the Contract and ongoing.</p>

Task	Description	Timeline
2. Workplan Objectives		
2.A	<p>Workplan will include implementation of a minimum of one (1) evidence-based intervention in collaboration with a health system. If applicable, organizations are allowed and encouraged to implement interventions within their own health system.</p> <p>Agency will guide projects and outline the workplan for the Contractor. For each year of the Contract, the workplan will outline the implementation of evidence-based intervention (EBI) projects related to the following topics:</p> <ul style="list-style-type: none"> i. Breast Cancer Screening ii. Cervical Cancer Screening iii. Colorectal Cancer Screening iv. HPV Vaccination v. Skin Cancer Prevention vi. Survivorship and Quality of Life vii. Radon Education <p>All workplan activities shall include:</p> <ul style="list-style-type: none"> i. Cancer Surveillance Data or Behavioral Risk Factor Surveillance Survey Data ii. Evaluation Plan iii. Target/Priority Population(s) based on available data iv. Promotion of health equity to aid in the reduction of health disparities through cancer control activities. 	<p>Year one (1) within thirty (30) days of execution of the Contract.</p> <p>Year two (2) by June 1, 2021.</p>
2.B	Contractor will build and maintain diverse regional partnerships to improve cancer prevention and control activities in the region and create opportunities for collaboration.	Within thirty (30) days of execution of the Contract and ongoing.

Task	Description	Timeline
3. Communications and Media Plan		
3.A	<p>Contractor will develop a marketing plan for each year for colorectal cancer, breast cancer, skin cancer, HPV vaccination, cervical cancer, and lung cancer.</p> <p>All media, including Power Point presentations must be sent to Agency ten (10) days prior of publication for approval by Agency.</p>	<p>Year one (1) within thirty (30) days of execution of the Contract.</p> <p>Year two (2) by June 1, 2021.</p>
3.B	<p>Contractor may purchase promotional items with grant funding at their discretion in alignment with workplan activities.</p> <p>All promotional items must be appropriate for all activities so items can be used for all events and include the toll-free telephone number.</p>	As needed.
3.C	<p>Contractor may utilize social media platforms for marketing and media. Social media guidance will be provided in the Contractor manual.</p> <p>All social media messaging must abide by the guidance in the Contractor manual.</p>	As needed.

Task	Description	Timeline
4. Patient Navigation and Reducing Barriers		
4.A	<p>Contractor will serve as point-of-contact for Wyoming residents needing local, regional, state and national cancer information within region. Contractor will identify and maintain a current listing of local, regional, state and national resources to reduce structural barriers within region.</p> <p>Contractor will provide navigation for those seeking cancer screenings, or treatment services by reducing structural barriers.</p> <p>Contractor will provide navigation for those seeking cancer screenings or treatment services by referring individuals to the Agency.</p> <p>Contractor will guide those seeking navigation through to a completed screening with available resources.</p>	Within thirty (30) days of execution of the Contract and ongoing.

Task	Description	Timeline
5. Additional Projects		
5.A	Contractor may participate in the Fecal Immunochemical Testing (FIT) Kit Program. Agency will provide project supplies. Contractor agrees to distribute FIT kits to eligible Wyoming residents as outlined in the Contractor manual.	Within thirty (30) days of execution of the Contract and ongoing.
5.B	Contractor may distribute home radon test kits to Wyoming residents as outlined in Contractor manual. Agency will provide home radon test kits and marketing materials.	Within thirty (30) days of execution of the Contract and ongoing.

Task	Description	Timeline
6. Data and Reporting		
6.A	Contractor agrees to supply relevant data when requested by Agency utilizing timeline and templates outlined in the Contractor manual.	Within fifteen (15) business days of request.
6.B	Contractor shall accommodate Agency site visits to inspect all reporting mechanisms and to ensure Contract deliverables are being met.	As determined by Agency staff.
6.C	Throughout the duration of this Contract, Contractor shall communicate with Agency staff via phone or web conferences, email, or other means to discuss progress on deliverables and address issues that arise out of the implementation of Contract deliverables and expectations.	Ongoing
6.D	Agency will provide policies, procedures, templates and guidance documents detailing expectations from Contractor and outlining project reporting requirements. This information will be provided in the Contractor manual which may be updated periodically.	Within thirty (30) days of execution of the Contract and ongoing.



Wyoming Cancer Program
Public Health Division
122 West 25th Street, 3rd Floor West
Cheyenne, WY 82002
(307) 777-3699 • 800-264-1296
Fax (307) 777-3765 • www.health.wyo.gov



Stefan Johansson
Director

Mark Gordon
Governor

April 21, 2023

Ref: CCD-2023-161

Anna Kinder
City Of Casper-Natrona County Health Dept.
475 South Spruce Street
Casper WY 82601

Dear Mr. Kinder:

Enclosed is the Amendment between the Wyoming Department of Health, Public Health Division, Wyoming Cancer Program and City of Casper-Natrona County Health Department. The purpose of this Amendment is to Increase the total contract amount by 95,000.00 and extend the term of the Contract.

Review the Amendment and Attachment. Do not make any changes to the Amendment or Attachment. Sign and date the Contract as indicated using **BLUE INK**. Stamped or electronic signatures are not accepted. Return the original signed/dated Contract and the original Attachment to me in the enclosed envelope. You will need to affix postage.

If you have questions regarding the Contract, please contact Jessica Rizzuto, Wyoming Cancer Program Outreach and Education Manager, Jessica.Rizzuto1@wyo.gov, or 307-777-7362.

Sincerely,

Allison Groendal, Administrative Assistant
Wyoming Cancer Program

Enclosures: Amendment
Attachment A, Statement of Work

c: Jessica Rizzuto, Cancer Program Outreach and Education Manager

***CENTRAL WYOMING REGIONAL WATER SYSTEM
JOINT POWERS BOARD***

MEETING PROCEEDINGS

May 16, 2023

A public meeting of the Central Wyoming Regional Water System Joint Powers Board (Board) was held Tuesday, May 16, 2023 at 11:30 a.m., in the Joint Powers Board Conference Room, Regional Water Treatment Plant, 1500 SW Wyoming Boulevard, Casper, WY.

Board Members Present - Chairman King, Vice-Chairman Bertoglio, Secretary Waters, Treasurer Cathey and Board Members Knell, North and Pollock. Board Member Sabrosky was absent.

City of Casper – Bertoglio, Cathey, Knell, Pollock, Andrew Beamer, Bruce Martin, Jill Johnson, Tom Edwards, Mark Anderson, Janette Brown

Natrona County – North

Salt Creek Joint Powers Board – King

Wardwell Water & Sewer District –

Pioneer Water & Sewer District – Waters

Poison Spider Improvement & Service District –

Wyoming Water Development Office -

Sandy Lakes Estates –

Lakeview Improvement & Service District -

33 Mile Road Improvement & Service District –

Mile-Hi Improvement and Service District –

Central Wyoming Groundwater Guardian Team (CWGG) –

Others — Charlie Chapin – Williams, Porter, Day & Neville, P.C.

The Board meeting was called to order at 11:35 a.m.

1. In Announcements, Mr. Martin stated that today is Mr. Beamer's last RWS meeting, as he is retiring June 16, 2023. The Board congratulated Mr. Beamer on his retirement and thanked him for his many years of service.

2. Chairman King asked for a motion to approve the minutes from the April 18, 2023 Regular meeting. A motion was made by Board Member Knell and seconded by Board Member North to approve the minutes from the April 18, 2023 Regular meeting. Motion put and carried with Treasurer Cathey abstaining from the vote.
3. Mr. Martin informed the Board there were no additional vouchers added to the voucher listing that was sent out in the agenda packet.

Mr. Martin stated that voucher 8576 for Sage in the amount of \$1,125.00 is for the annual software renewal for BusinessWorks.

Mr. Martin stated that voucher 8579 for Energy Laboratories, Inc. in the amount of \$96.00 is for metals testing for the WTP Raw Water Intake Pipe Recoating Project.

Mr. Martin stated that voucher 8580 for Energy Management Corporation in the amount of \$6,954.33 is for labor and materials to wire the High Service Valve Actuator replacements.

Mr. Martin stated that voucher 8581 for Intuit Market in the amount of \$222.66 is for checks for the RWS Operations account.

Mr. Martin stated that voucher 8574 for the Casper Star Tribune in the amount of \$566.16 is for the second advertisement for bid of the WTP 42" Steel Waterline Replacement Project No. 21-045. Mr. Martin stated that there were no bidders on the project either time it was put out for bid as contractors are unable to get pricing on 42" pipe. Mr. Martin stated that a meeting will be held later this week to determine where to go from here on this project.

Treasurer Cathey asked how it will affect advertising for projects since the Casper Star Tribune will only be printing three days a week starting June 13th. Ms. Brown stated that the Casper Star Tribune will only be printing on Tuesdays, Thursdays, and Saturdays, but will have the online advertisements and stories all week, so it should not impact advertising projects too much. Treasurer Cathey stated that the newspapers will also be delivered through the mail. Board Member Knell stated that this is due to the expansion of their offices. Mr. Martin stated that he believes staff will still use them, but the publication dates for advertisements may have to be adjusted.

Mr. Martin stated that the vouchers are in good order and recommended approval of vouchers 8573 through 8581 in the amount of \$339,802.36.

Chairman King asked for a motion to approve the May 2023 vouchers. A motion was made by Board Member Knell and seconded by Board Member North to approve the May 2023 voucher listing to include voucher numbers 8573 through 8581 in the amount of \$339,802.36. Motion put and carried.

4. Mr. Martin asked the Board to reference the Water Production chart on the screen. Mr. Martin stated that there were 157 MG of water produced in April, which is 12 MG below the five-year average of 169 MG.

Mr. Martin stated that year to date water production for April was 3.09 BG, which is 179 MG above the five-year average of 2.91 BG. Mr. Martin stated that it continues to be a very good year for water production.

Mr. Martin stated that Water Utility Charges for FY23 is \$6,889,071, which is approximately \$896,643 more than last year at the same time. Mr. Martin stated that the increase is due to the rate increase for FY23, and the above average water sales.

Mr. Martin stated that Interest Earned is a total of \$179,269 for the fiscal year. Mr. Martin stated that this is due to the WYOStar I and II investment accounts.

Mr. Martin stated that Reimbursable Contract Expense is \$3,118,039. Mr. Martin stated that the current figure also includes the April Operations Reimbursement. Mr. Martin stated that this line item is on track for where it was expected to be at this point in the fiscal year.

Chairman King asked for a motion to approve the April 2023 Financial Report as presented. A motion was made by Board Member Pollock and seconded by Secretary Waters to approve the April 2023 Financial Report as presented. Motion put and carried.

5. The time was turned over to Mr. Edwards to give the WTP Operations Update.

Mr. Edwards stated that production is averaging 7.5 MGD for the month. Mr. Edwards stated that the Surface Water Plant is being operated as needed.

Mr. Edwards stated that Maintenance staff has been prepping Actiflo and the Surface Water Plant for the summer season.

Mr. Edwards stated that new valve actuators were installed on the Surface Water High Service pumps.

Mr. Edwards stated that staff is currently rebuilding Ground Water High Service Pump No. 5.

Mr. Edwards stated that staff installed new CL17 chloramine analyzers on both the Surface Water and Ground Water systems.

Mr. Edwards stated that turbidimeter heads were replaced on Caisson 1 and Caspar 20.

Mr. Edwards stated that turbidimeters were repaired on Caspar 7, 10, 22, and Morad 4.

Mr. Edwards stated that the air handler in the North Chem Building was repaired.

Mr. Edwards stated that all the old copper piping that was attached to the old actuators was removed.

Mr. Edwards stated that the motor on the North Chem Building exhaust fan was replaced.

Mr. Edwards stated that some HOA switches were replaced on the well house fans.

Mr. Edwards stated that staff cleaned the gates at the Raw Water Building.

Mr. Edwards stated that Carr Coatings completed the sand blasting and painting of the Surface Water High Service and the Raw Water Manifold piping.

Mr. Edwards stated that Riley Industrial came out and did spot repairs to the paint inside the 2.6 MG tank. Mr. Edwards stated that the paint is curing, but it is hoped to have the tank back in service by the end of the week.

Mr. Edwards stated that Energy Management was on site to wire the valve actuators.

Mr. Edwards stated that he received an update from Waters and Son regarding the front gate actuators. Mr. Edwards stated that the actuators did ship out so hopefully the project will start soon.

Mr. Edwards stated that the HVAC Chiller Project is still waiting on materials to arrive. Mr. Edwards stated that the estimated start date of the project is July or August.

Board Member Knell asked how the well project is going. Mr. Edwards stated that there was a kick-off meeting for the Well Project a week or so ago, and the construction will start in the fall. Mr. Martin stated that was for the WWDC Wellfield Management Plan that was discussed. Board Member Knell stated that he thought the work was going to be done during the summer while the WTP is pulling water from the river. Mr. Martin stated that WWDC Wellfield Management Plan will be looking at the entire wellfield. Mr. Martin stated that rehabilitation will be done on some of the wells, but the timing has to be right as the wells can't be taken out of service when the WTP is in high production. Mr. Martin stated that Caisson 2 is bad enough that it could be taken out of service for rehabilitation in the hopes that it could be brought back in service with a higher production rate.

Vice-Chairman Bertoglio asked about the Surface Water Plant being used as needed. Mr. Edwards stated that this is the time of year when people are just starting to water their grass, and with the rain that was experienced recently, production tapered off. Mr. Edwards stated that in a couple of weeks the Surface Water Plant will be on for the rest of the summer.

The time was turned over to Mr. Anderson for the Transmission System Update.

Mr. Anderson stated that the weekly security checks and tank sampling continue to be completed.

Mr. Anderson stated that staff sprayed all the tank and booster sites for weeds for the first go around. Mr. Anderson stated that hopefully this is a good start on keeping the weeds down.

Mr. Anderson stated that all the booster stations have been prepared for summer and are

ready to go.

Mr. Anderson stated that he is still waiting on the structural engineer to look at Mountain View Tank. Mr. Anderson stated that he had hoped to have a report for the Board today. Mr. Anderson stated that the tank is still out of service.

Mr. Anderson stated that the watermain at 151 Salt Creek had to be shut off yesterday as there was a service line leak on Wardwell's side that had to be repaired.

Mr. Anderson stated that Salt Creek Booster Pump No. 1 developed a leak on the casing right at the floor plate. Mr. Anderson stated that Midwest/Edgerton are aware of the leak and are getting a welder to put a patch on there. Mr. Anderson stated that depending on the corrosion that is there, the patch may fix it. Mr. Anderson stated that more information will be available once it is looked at.

Mr. Anderson stated that the Actiflo drying bed was cleaned out and the sludge was hauled to the Landfill. Mr. Anderson stated that the Actiflo lagoons were cleaned out and the sludge was put in the drying beds. Mr. Anderson stated that the lagoons are ready to be used for most of the summer.

6. In Public Comment, Board Member Knell stated that the City of Casper released a statement about ten minutes ago that the annual water quality report met and exceed all EPA water quality standards, and the report will be inserted in the water bills this month. Mr. Martin stated that what spurred the press release is that a lab from Colorado sent out flyers to Natrona County residents which told them they needed to have their water tested. Mr. Martin stated that at the very bottom of the flyer in small print it says that the lab is not affiliated with the local utility. Mr. Martin stated that he believes this company is ultimately looking to sell water filtration devices. Mr. Martin stated that staff felt that this was a good time for the press release which informed residents that the water in the system is monitored 24/7/365 and meets and/or exceeds EPA regulations. Mr. Martin stated that there is no reason to have private testing done on the municipal water supply. Mr. Martin stated that he believes this was just a marketing ploy.

Board Member Pollock left the meeting at 11:50 a.m.

7. There was no Old Business.
 - a. There was no Other Old Business.
8. In New Business:
 - a. Mr. Martin stated that the Board entered into an agreement with Engineering Associates for design and construction administration services for the Caisson #2 Well Rehab Project. Mr. Martin stated that project went out to bid in 2021. Mr. Martin stated that two bids were received; both were over budget. Mr. Martin stated that at that time it was decided to reject the bids and add more money to the budget in FY23 and then go back out to bid. Mr. Martin stated that in the meantime, the Board was successful in applying for and receiving an ARPA grant

in the amount of \$1.5 M for well rehabilitation. Mr. Martin stated that the idea for the grant was to be able to rehabilitate all three Caisson wells.

Mr. Martin stated that now that the grant is secured, staff went back to Engineering Associates and asked for an amendment to their contract to include Caissons 1 and 3. Mr. Martin stated that Engineering Associates came back with a proposal of \$64,012.35 to add design and construction administration services for Caissons 1 and 3 to the contract.

Mr. Martin stated that Caisson 2 is the worst well as production is down to 300 gpm, where it used to be over 1,000 gpm. Mr. Martin stated that staff is anxious to get this one rehabbed.

Mr. Martin stated that there are only a couple of companies that do rehab on Ranney Collector wells, so depending on the timeline of when they can get here to do the work, it could be shut off for a couple of weeks.

Board Member Knell asked if it was the consensus that these wells are silted in. Mr. Martin stated that they are silted in, and there is mineral build up on the screens. Mr. Martin stated that the Caissons also have valves that need to be replaced. Mr. Martin stated that it has been so long since the Caissons have been rehabbed that it is uncertain what will be found once they start the rehab.

Secretary Waters asked what the original bid was for the Caisson 2 rehab. Mr. Martin stated that the original bid for Caisson 2 rehab was approximately \$500,000.

Mr. Martin stated that the original design contract was \$40,250.

Vice-President Bertoglio asked how deep the Caisson wells are. Mr. Martin stated that they are 35 - 40 feet deep, and run laterals under the river.

A motion was made by Secretary Waters and seconded by Board Member North to approved Amendment No. 1 with Engineering Associates for design and construction administration for the Caisson #2 Rehab, Project No. 21-040 for a price increase of \$64,012.35, bringing the contract total to \$104,262.35. Motion put and carried.

- b. Mr. Martin stated that for the last couple of months the Board has discussed the Capital Budget and the Operations Budget. Mr. Martin stated that this month the Board will review the preliminary rate model for setting Wholesale Water Rate for FY24. Mr. Martin stated that the Board sets the rate every year. Mr. Martin stated that the Board will approve the budget and rate at the June meeting.

Mr. Martin stated that the following assumptions were made in the development of the wholesale water rate model:

- Starting fund balance information obtained from the FY22 audit.
- The model assumes a 2.5% rate increase effective July 1, 2024. This can be adjusted in the rate model per Board discussion.
- The model assumes 0.5% rate of growth in the RWS over the next five years. This is the amount recommended in the WTP Facilities Plan.
- The model assumes a 5% rate of inflation for 5 years.
- The model uses a five-year rolling average for projected water production. Annual water production varies based on climatic conditions and any required watering restrictions.
- The recommended minimum RWS fund reserves are calculated in accordance with the RWS Fund Reserves Policy as adopted by the Board in February of 2021.
- Rates developed by these models include rate adjustments needed for new and replacement capital facilities above that obtained from the system investment charges, reserves, grants and loans. The rate models are driven by new and replacement capital projects more than operations expenditures.
- Mr. Martin stated there are a couple of big projects in the rate model; one is the Disinfection Upgrade Project for \$15 M, and the other is \$2 M for upgrades to the Raw Water Facility. Mr. Martin stated that SRF loan applications will be submitted for both these projects.
- Mr. Martin stated that pay off of the City loan in FY24 also impacts the rate.

Mr. Martin asked Ms. Johnson to run the rate model while he goes through a couple of items. Mr. Martin stated that the black line is the required reserve amount set by policy. Mr. Martin stated that the green line is a 10% buffer above the required reserve amount. Mr. Martin stated that the idea behind the buffer amount is to operate the fund without dipping into reserves all the time. Mr. Martin stated that the blue line is the fund balance. Mr. Martin stated that the idea is to keep the fund balance above minimum required reserves.

Mr. Martin stated that the model has all the expected revenues and expenses included in it. Mr. Martin stated that FY25 jumps up quite a bit as this is when the Disinfection Upgrade Project is anticipated to begin. Mr. Martin stated that it is offset in the revenues due to the expectation of an SRF loan.

Mr. Martin stated that FY26 is a bit higher as it contains the \$2 M Raw Water Project. Mr. Martin stated that it is anticipated at this time that this project will also be funded with an SRF loan. Mr. Martin stated that with most SRF loans you can get 25% Principal Forgiveness, with 2.5% Interest.

Mr. Martin stated that the rate increase is projected, but can be manipulated. Mr. Martin stated that a 2.5% rate increase would change the amount from \$2.24 per thousand gallons to \$2.30 per thousand gallons, an increase of six cents per thousand gallons.

Mr. Martin showed the Board where the Growth Rate, and Rate of Inflation could be changed to manipulate the model.

Mr. Martin stated that staff tends to look in the out years as an indicator of rate increases needed. Mr. Martin turned the discussion over to the Board.

Board Member Knell stated that he assumes that staff has played with the model, and is recommending a 2.5% rate increase. Mr. Martin stated that staff has looked at the model, but it is up to the Board on what they would like to see in the rate model.

Board Member Knell asked that 2% be put in across the board. After looking at the change in the graph, Board Member Knell stated that 2% didn't bother him.

Secretary Waters asked that 3% be put in across the board. Mr. Martin stated that the rate of inflation can also be changed if the Board wishes.

Secretary Waters stated that he thinks the rate of inflation is going to keep going up. Board Member Knell stated that he just read an article that said for the first time ever, U.S. consumers charged over \$1 Trillion on their credit cards. Board Member Knell stated that tells him that people have not adjusted how they are living their lives beyond their means and are now transferring it into the credit industry. Board Member Knell stated that he figures that it will all come crashing down in five to seven months. Board Member Knell stated that he doesn't think the Board should go any lower than 5% on the rate of inflation. Board Member Knell stated that the fund balance should be between the reserve requirement and the 10% buffer. Board Member Knell stated that the Board should not be in the business of having a large cushion.

Treasurer Cathey stated that with all the inflation, and even with loans, the Board will still have to come up with matching funds, and asked if the rate increase needs to stay at 2.5% or even go to 3% in order to have the reserves available in FY28 when the payments have to be made. Treasurer Cathey asked if the Board stays at 2.5% now, will the rate have to increase to 4% or 5% in the out years. Mr. Martin stated that when an SRF loan is used, it doesn't usually require matching funds. Mr. Martin stated that if an ARPA grant or Bi-Partisan Infrastructure funding is used, it does require matching funds. Mr. Martin stated that the SRF loan could be used as the matching funds, and then the Board would not have to borrow as much, but the SRF loan has to be in place before you can apply for the grants. Treasurer Cathey stated that he just didn't want to fall short of funds for the projects.

Board Member Knell stated that even if a 2% increase is done, there is still a peak in FY24, and is a four cent increase on the rate. Board Member Knell stated that the less we can be invasive on the customer pocketbooks the better.

Mr. Martin stated that the peak that is shown in FY24 is mostly from the payoff of the City loan, so there is less expense in FY24, and the new loans are anticipated

in the out years.

Vice-Chairman Bertoglio stated that the key to the out years is how much it's going to cost, and where the funding is going to come from. Vice-Chairman Bertoglio stated that there are a whole bunch of unknowns in there at this point. Vice-Chairman Bertoglio stated that the Board could go to WWDC and potentially get the Disinfection Upgrade Project in the Omnibus Bill. Mr. Martin stated that he spoke to WWDC and they said they would not fund the Disinfection Upgrade Project as it is a treatment project, not a transmission project.

Vice-Chairman Bertoglio stated that if the Board goes with 2% this year, and then goes back to 2.5%, it will keep reserves above the line. Board Member Knell stated that the Board needs to stay above the black line, not the green line, as the green line is just a buffer.

Board Member Knell asked to see a 0% increase for FY24, and then 3% for the out years. After the rate model was updated, Board Member Knell stated that there is no reason to have an increase this year.

Treasurer Cathey stated that it is just kicking the rate increases down the road. Board Member Knell stated that you can charge five cents per thousand right now, or charge seven cents two years from now.

Vice-Chairman Bertoglio asked when the Board will have the preliminary cost on the UV Project. Mr. Martin stated that the preliminary design report that was sent to EPA is where staff got the cost of \$15 M for the project. Mr. Martin stated that we won't get into the actual design until funding is secured. Vice-Chairman Bertoglio stated that the engineers still think it will cost the \$15 M. Mr. Martin stated that is correct, that is the cost for both UV and Ozone. Mr. Martin stated that if he remembers correctly, the cost of the UV system is \$4 M or \$5 M, and the rest is for the Ozone system.

Board Member Knell stated that to look at things, the rate can be left at 2.5% across the board, and the Wholesalers will pay six cents per thousand for the next four years, or we can hold still right now and do a 3% increase next year and they will only pay seven cents for three years. Board Member Knell stated that it is saving them money in the long run, and the Board is still meeting their goal. Board Member Knell stated that he doesn't like rate increases in a high inflation time if it's not necessary, and the fact that the City loan is being paid off this year, it is not necessary, but he will leave it to the Board.

Chairman King stated that he wished we didn't have to wait until next month, as everyone is putting their budgets together now. Mr. Martin stated that what the Board decides today will be brought for approval in June.

Board Member Knell stated that he is proposing the 0% rate increase right now as it will save the customers money in the long run over four years by going 0% and then 3%. Board Member Knell stated that he is fearful that over the next fiscal

year we're going to hit inflation like a wall, and if we can keep costs down in every area that we can for the wholesalers, which keeps it down for the constituents, we will be better off. Board Member Knell stated that by FY24 everyone will have to re-budget how they operate their homes and families, and this will be giving them just a little bit of help to do that in his opinion.

Vice-Chairman Bertoglio asked how much additional revenue is generated from a 2% increase. Ms. Johnson stated it is approximately \$167,000. Vice-Chairman Bertoglio asked how much the electrical bill runs. Mr. Martin stated that the WTP electric bill is approximately \$350,000 per year. Vice-Chairman Bertoglio stated that is the big wild card for him as electricity is not going to go down. Mr. Martin stated that there are also other variables, as the water revenue is based on a five-year average and it could go up or down.

Vice-Chairman Bertoglio stated that his issue is that if a case is made for a 0% rate increase, you can still make the case that 0% could be done the next year, then all of the sudden you get hit with a 5% or 6% increase. Secretary Waters stated that he goes along with that, as he likes to see a steady small increase rather than a large increase. Secretary Waters stated that it is easier on budgets as well. Board Member North stated that he feels it is better to be consistent with small increases.

Vice-Chairman Bertoglio stated that the major unknown is the capital costs each year.

Treasurer Cathey stated that he likes 2%, for FY24 and 2.5% for the out years as it gets back to the same slope where the trend is projected for expenses and reserves.

Board Member Knell stated that he doesn't like it, the green line is not needed, as we don't need a 10% cushion.

Vice-Chairman Bertoglio stated that he is concerned as the WTP is getting older. Board Member Knell stated that major repairs and UV will use loans, so trying to plan for that, it is always better to borrow the funds. Board Member Knell stated that we just need to have three months of operating expense, debt service, and capital. Board Member Knell stated that it isn't about building up a nest egg for when something bad happens, because when that happens, we will need something entirely different.

Mr. Martin stated that the Board needs to keep in mind that not all capital projects will go out for funding. Mr. Martin stated that smaller projects come out of reserves. Secretary Waters stated that you also have to understand that not all loans that are applied for will be granted.

Board Member Knell stated that he just wants to look at it from all the angles. Board Member Knell stated that we have to keep in mind that people pay their bills to fund these accounts and they are already getting blasted from everyone

else, and if we don't have to, we shouldn't do an increase. Board Member Knell stated that it is up to the Board, but he would not vote for an increase.

Ms. Johnson stated that the inflation factor was reduced from 6% to 5%, which is where it is currently nationwide, but if it goes back up, the Board might not have enough money to get through the year. Board Member Knell stated that he thinks this year there will be a rise in inflation. Ms. Johnson input 7% inflation rate in the model. The Board had Ms. Johnson make several changes to the rate model for review.

Vice-Chairman Bertoglio asked what the City is discussing for wage increases. Ms. Johnson stated that there are several proposals that will be taken to Council, but nothing has been approved. Ms. Johnson stated that a 3.5% raise is being proposed within the range, the range would not change. Ms. Johnson stated that Fire and Police would get a step, which is a 5% increase.

Secretary Waters stated that he doesn't like the idea of going with a larger increase in the out years. Secretary Waters stated that he likes a more consistent increase, even if there is no increase for FY24.

Board Member Knell stated that it all hinges on the inflation rate.

Vice-Chairman Bertoglio stated that if the rate isn't raised every year, and you go a year without, that's what drives it up in the out years.

Board Member Knell stated that the only reason he wants to go with no increase this year is that the Board knows for a fact that it won't hurt for this next fiscal year. Board Member Knell stated that because the City loan is being paid off, there will be a spike regardless of what is done, so it gives the Board a year to find out where inflation is going instead of guessing. Board Member Knell stated that there will obviously be rate increases down the road as the cost of doing business is a reality. Board Member Knell stated that when we don't necessarily have to have an increase, he hates the idea of doing it.

Secretary Waters asked Ms. Johnson to input 1% for FY24, and 2.5% for the out years with a 5% inflation factor. Secretary Waters stated that he is comfortable with this scenario, and he doesn't like to see the balance of the reserves at the minimum required.

Treasurer Cathey stated that he is comfortable with the same scenario.

Chairman King asked what the rate would be with the 1% increase. Mr. Martin stated that it would be \$2.26 per thousand.

Additional scenarios were input to the rate model and discussed.

Secretary Waters stated that he still likes the 1% increase. Secretary Waters stated that the Board just can't keep a finger on the inflation rate as it changes so

often.

Treasurer Cathey asked what was used for the inflation rate last year. Ms. Johnson stated that it was 6%.

Board Member Knell stated that this next year is the perfect storm for not having an increase.

Vice-Chairman Bertoglio stated that the peak in FY24 is only due to the City loan pay off, then we start burning through reserves.

Board Member Knell stated that if the Board can give the customers a break, they should.

Vice-Chairman Bertoglio stated that he prefers small increases each year. Board Member North stated that he thinks people respond better to small increases.

Mr. Martin stated that the rate model changes each year based on expenses, inflation, audit numbers, etc.

Vice-Chairman Bertoglio stated that he prefers to see the reserve balance and the reserve minimum requirement not converge.

Board Member Knell stated that if the Board has to go to a 5% rate increase next year, it would be easier to sell to the customers by saying that there wasn't a raise last year, as opposed to telling them they've had a rate increase every single year.

Secretary Waters stated that he would feel confident in speaking to his customers and telling them that the Board is looking at the rates down the road, and it was held at 1% instead of having it at 2.5% this year, and down the road it may have to be bumped to 4% or 5%, but the Board is trying to level the increases out.

After much discussion on different rate model scenarios, it was the consensus of the Board to bring a 1% rate increase for FY24, with 2.5% for the out years in the rate model to the June meeting for consideration.

Chairman King asked what the rate would be with the 1% increase. Mr. Martin stated that it would be \$2.26 per thousand gallons.

c. In Other New Business:

- i. Mr. Martin stated that last month during the budget discussion, the Board requested more information on how Internal Services are figured. Mr. Martin stated that at that point, they were increasing across the board. Mr. Martin stated that there have been a lot of changes to the General Fund Budget since the last meeting.

Mr. Martin stated that Ms. Johnson put together a comparison of Internal

Services between FY23 and FY24 for the Board, and asked the Board to reference it on the screen. Mr. Martin stated that Internal Services are the Enterprise Fund payment to the General Fund for things like City Council, City Manager, City Attorney, Finance, Human Resources, and an average of Utility Worker II and Utility Worker III for work on the Regional Water system.

Mr. Martin stated that the comparison shows the Total Budget, the percent and dollar amount allocated to Enterprise Funds, and the percent and dollar amount that is allocated to Fund 202, WTP Operations Fund by fiscal year.

Mr. Martin stated that the comparison shows the percent of change for each General Fund budget from FY23 to FY24, and the percent of change to the WTP Operations Fund 202 budget from FY23 to FY24.

Mr. Martin stated that at the meeting last month there were increases across the board, but a lot of changes were made in the last month. Mr. Martin stated that City Council shows a \$1,714 decrease; City Manager's Office shows a \$6,124 decrease as an employee was moved from the City Manager's Office to Finance; City Attorney shows an increase of \$1,443 due to an added Law Clerk; Finance shows an increase of \$1,086 due to the employee moved from the City Manager's Office; Human Resources shows an increase of \$3,768 and is based on the number of staff in Fund 202 – FY23 was 10 employees, FY24 is 14 employees; average cost of Utility Worker II and Utility Worker III increase of \$6,288 based on the anticipated 3.5% wage adjustment.

Mr. Martin stated that Internal Services has an overall decrease of 7.9%, or \$4,726. Mr. Martin stated that one thing that is not listed on the comparison is IT services. Mr. Martin stated that it was discussed with the Board previously that computers are no longer budgeted separately, it will be more of a service from the IT Department. Mr. Martin stated that this was an increase of approximately \$4,500, so is pretty much a wash in the end for Internal Services between FY23 and FY24.

Mr. Martin stated that hopefully this gives the Board a better understanding of how Internal Services works. Mr. Martin stated that this will all be looked at again next month before the Board approves it.

- ii. Secretary Waters asked if there was anything new about Wardwell Water & Sewer District and Bar Nunn as far as Wardwell being dissolved.

Mr. Chapin stated that he requested executed copies of all the documents required by State Statutes to dissolve a water district. Mr. Chapin stated that we didn't get executed copies, we received unexecuted copies. Mr. Chapin asked if Mr. Martin received a full set of executed documents. Mr. Martin stated that Mr. Brauer sent some copies of executed documents

earlier this week.

Mr. Chapin stated that in his opinion there are a number of questions. Mr. Chapin stated that first of all, it has been clearly articulated in the documentation that it is Wardwell's intent to sell water to Mills. Mr. Chapin stated that what that looks like, he doesn't know. Vice-President Bertoglio asked if that is in the documents. Mr. Chapin stated that is correct.

Board Member Knell asked how can they sell anything if they are dissolving. Mr. Chapin stated that Bar Nunn is going to sell water to Mills, he misspoke.

Vice-Chairman Bertoglio stated that there aren't any transmission lines out there. Mr. Martin stated that he thinks they are referencing the area where Mills annexed a portion of Wardwell's district. Board Member North stated that area is up Salt Creek Highway, just south of the by-pass. Board Member North stated that is the only area Mills annexed that has Wardwell lines in it.

Secretary Waters asked how they can dissolve Wardwell and Bar Nunn assume only what they want to assume from Wardwell. Mr. Chapin stated that the State Statutes say that a water district can only service within its area, which raises a bunch of interesting questions. Mr. Chapin stated that Bar Nunn is significantly smaller than the Wardwell District. Mr. Chapin stated that he doesn't know if they expect the County to pick up that area. Board Member North stated that he doesn't think the County can serve that area. Vice-Chairman Bertoglio stated that the County can't sell water.

Mr. Chapin stated that the statutes refer to the County if it's not within the municipal boundaries of the city. Vice-Chairman Bertoglio stated that the courts said that counties cannot sell water. Mr. Chapin stated that he understands that, he is just telling the Board what the statute says.

Board Member Knell stated that he guesses that it will come to the Board to service that area. Mr. Chapin stated that then the question becomes what is the procedure by which they make application to join the Board. Mr. Chapin stated that at the time the Board was set up, everyone was in unison. Board Member Knell asked if there were guidelines to follow. Mr. Chapin stated that there were not.

Mr. Chapin stated that there are a number of questions as to whether they followed the statutes with regard to the dissolution. Mr. Chapin stated that he has kept quiet because he wasn't sure what the attitudes of the Board Members are on this subject. Mr. Chapin stated that he was asked to look at a couple of things, and he did. Mr. Chapin stated that he is waiting on some direction from the Board.

Board Member Knell stated that he did not want to speak for the whole Board, but he would have to see the financial impacts, what it would do to the Board financially, and are there impacts that will cost the Board a bunch of money, etc. before the Board would be able to make a recommendation.

Secretary Waters stated that he has thought about this for quite a while. Secretary Water stated that we had an entity that was a part of this Board that was selling water to Bar Nunn. Secretary Waters stated that his opinion is that there were a group of people that went in and got elected to Wardwell's board. Secretary Waters stated that now those people have changed the direction of Wardwell's board, and want to dissolve it. Secretary Waters stated that Bar Nun is not a member of Regional Water. Secretary Waters stated that they are trying to backdoor their way in to buying water from Regional Water without sharing any of the costs, or any of the infrastructure that Regional Water has built, that has been established and maintained. Secretary Waters stated that it's a process that they are going through that he just thinks that the Board should be raising their hand and saying wait a minute, that isn't going to happen unless you come to this Board and say this is what they are willing to do to buy their water from Regional Water. Secretary Waters stated that as he understands it now, Wardwell is going to sell to Bar Nunn, like it has been, but some of that area is going to be in limbo as to who is going to maintain it, who is going to supply water, and how they are going to get water to them. Secretary Waters stated that he doesn't think that is right, that the State is letting that happen.

Board Member Knell stated that he's not sure they are, as statutorily, he's not sure Bar Nunn can sell water outside of their boundary. Mr. Chapin stated that's one of the arguments. Mr. Chapin stated that as a practical matter, the dissolution has already occurred. Mr. Chapin stated that Bar Nunn is handling all the money, they are sending the bills, and doing the operations of Wardwell. Mr. Chapin stated that Wardwell doesn't exist except in name only.

Vice-Chairman Bertoglio stated that if Wardwell dissolves, and their boundaries dissolve, then Bar Nunn cannot sell water to Mills as they don't have transmission lines. Board Member Knell stated that it is also out of their boundary, so statutorily, they can't legally sell them water.

Secretary Waters asked what happens to the distribution lines that are in the ground that Wardwell was utilizing to get water to their customers. Vice-Chairman Bertoglio stated that Regional Water will still supply water to them. Vice-Chairman Bertoglio stated that there are two lines that come under the Interstate there. Vice-Chairman Bertoglio stated that Mills annexed that area illegally, but that is a different story.

Secretary Waters stated that he isn't sure who controls that at the State

level, but it doesn't look right, or smell right, and sure doesn't taste right, right now. Secretary Waters asked that if there is a fire at the upper end of what was annexed by Mills, are they going to be able to protect their people.

Mr. Chapin asked Vice-Chairman Bertoglio who Regional Water would sell water to. Vice-Chairman Bertoglio stated that was a good question. Vice-Chairman Bertoglio stated that they can't technically dissolve without the consent of Regional Water and the State, because they are signatories to the loans. Mr. Chapin stated that is true.

Secretary Waters stated that Wardwell has obligations out there and here, and it's like they are just pulling their hands out.

Mr. Chapin stated that they have a plan, but he doesn't know what it is.

Board Member Knell stated that his guess is that it is all going to end up under the purview of the Board long term. Vice-Chairman Bertoglio stated that he hopes that whatever is left of Wardwell would be reconstituted as an Improvement District, and then they just have to figure out who pays the bills between Bar Nunn and Wardwell. Vice-Chairman Bertoglio stated that they can go in there and install some valving, but all it's doing is costing tax payers money, as it is working fine right now as long as we read our few meters, and they give us the money.

Treasurer Cathey stated that there is a financial obligation that Wardwell has and in theory, their partial ownership of the WTP. Vice-Chairman Bertoglio stated that as long as there are loans outstanding, those loans are collateralized with the system, and as signatories of the system, the revenue that is collected is the guarantee for the loans.

Board Member Knell asked if Bar Nunn is making the payment on behalf of Wardwell to the Board since they are collecting the revenue from the customers. Mr. Martin stated that the invoice is still under Wardwell's name, and a Wardwell check is being used to pay it. Mr. Chapin stated that Bar Nunn has taken over the finances and opened a separate account for Wardwell.

Vice-Chairman Bertoglio asked if there is anything the Board needs to do, such as a letter asking for clarification. Mr. Chapin stated that Mr. Martin was approached by Mr. Brauer and asked when does the Board want him to come and talk about where Wardwell is in the process. Mr. Chapin stated that might be the opportunity to have him come out and have a meeting.

Mr. Chapin asked when the election will take place out in Wardwell/Bar Nunn. Mr. Martin stated that it has to take place between 90 and 120 days after they notified the County. Mr. Chapin asked if Wardwell/Bar Nunn

has notified the County. Board Member North stated he is not aware of them notifying the County.

Board Member Knell stated that the Board needs to get a foot in the door somewhere as the Board is the one that stands to lose the most. Mr. Chapin agreed and said that would be his recommendation.

Mr. Martin stated that when Mr. Brauer sent the documents, he offered to come update the Board. Mr. Martin stated that it would be a good opportunity for the Board to ask these questions.

Mr. Chapin stated that part of this whole thing, is that Bar Nunn has to assume the obligations of Wardwell. Mr. Martin stated that he thinks that is what Bar Nunn is looking at, to assume everything that Wardwell had, all their obligations, they are vying to simply change the name from Wardwell to Bar Nunn, is how they make it sound.

Mr. Chapin stated that the money was loaned based on the financial stability of the entities that comprised the Board at that time.

Board Member Knell stated that it is his guess that Bar Nunn could back that, and that their financials are in order enough to be able to slide right in there. Board Member Knell stated that in that case, if they are taking the debt and everything else, the Board is not out anything, and they just need to keep buying the water from the Board.

Mr. Chapin stated that there are some customers that will not be taken care of under the current structure. Board Member Knell stated that those customers would probably just become direct customers of Regional Water. Mr. Martin stated that the Board can only sell water wholesale to entities, and not retail to individual customers. Board Member Knell stated that there is going to have to be some kind of district set up there. Treasurer Cathey stated that is what Vice-Chairman Bertoglio was talking about, an improvement district. Mr. Martin stated that in the documentation that was sent, there was some reference about an improvement district being set up.

Board Member Knell stated that it would behoove someone to go have a conversation with someone on the behalf of the Board, because the Board does have interests that need to be protected. Board Member Knell stated that to just ignore them and wait until it is too late is not appropriate. Board Member Knell stated that he thinks the Board needs to direct Mr. Chapin to go have a meeting and start having a conversation on behalf of the Board so everyone understands where they stand and how this is going to look and how it's going to work.

Vice-Chairman Bertoglio stated that Mr. Chapin should get with Mr. Brauer and lay out the Board's concerns and see what he comes up with

and then have him come back and talk to the Board.

Chairman King asked for a motion to have Mr. Chapin enter into discussions with Wardwell, Bar Nunn, and Mr. Brauer regarding the dissolution of Wardwell Water and Sewer District as it relates to the Board.

A motion was made by Secretary Waters and seconded by Board Member Knell to direct Mr. Chapin to enter into discussions with Wardwell, Bar Nunn, and Mr. Brauer regarding the dissolution of Wardwell Water and Sewer District as it relates to the Board. Motion put and carried.

9. In the Chairman's Report, Chairman King stated that Mr. Beamer will be retiring on June 16th, and thanked him for his service as it has been a pleasure working with him.

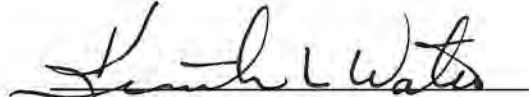
Chairman King stated that he will be out of town June 3rd – June 10th.

Chairman King stated that the next meeting will be held on June 20, 2023.

A motion was made by Board Member North and seconded by Vice-Chairman Bertoglio to adjourn the meeting at 1:14 p.m. Motion put and carried.



Vice-Chairman


Secretary

AGENDA

LGBTQ ADVISORY COMMITTEE

Friday, June 23, 2023 - 3:30 p.m. – 4:30 p.m.

Casper Business Center – 123 W 1st St. – 5th Floor Meeting Room

OR

Virtually

[Click here to join the meeting](#)

Meeting ID: 276 631 725 51

Passcode: Vmd5PY

Phone: 1-872-242-7817

Conference ID: 794 927 831#

1. Approve May 19, 2023, Meeting Minutes
2. Natrona County School Partnership Updates – Vickie Skates
3. Casper Police Department Updates/Requests – Sgt. Stedillie/Sgt. Broneck
4. City of Casper Human Resources Partnership Updates – Nicole Carlson
5. Casper Pride Survey Results
6. County-wide Non-Discrimination Ordinance Initiative Updates
7. Superintendent of Public Instruction Cabinet Update - Councilor Pollock
8. Other Business
 - o Update/share contact information
9. Adjourn

Next Meeting: July 21, 2023, 3:30 p.m.

Casper Business Center

123 W. 1st St

5th Floor Big Meeting Room (near Suite 555 – HR/City Clerk Offices)



CITY OF CASPER LGBTQ ADVISORY COMMITTEE MEETING

Friday, May 19, 2023, 3:30 p.m.

City Hall, Downstairs Meeting Room, and Microsoft Teams Online

MINUTES

The meeting began at 3:30 p.m. with the attendance of Councilor Pollock; City of Casper staff member, Heidi Rood; and the following committee members: Alex Petrino, Darrell Wagner, David Esposito, Gage Williams, Kate Allen, Kelly Stiefvater, Riley Jourgensen, and Skylar Cooper.

Absent: Councilor Pacheco; Casper Police Department Liaisons, Sergeant Stedillie and Sergeant Broneck; Natrona County School District Representative, Vickie Skates; and committee members: Christy Jourgensen, Brooke Ostrander, and Hollie Brogan.

Approve February 17, 2023 and March 17, 2023 Meeting Minutes

Motion to approve February 17, 2023 and March 17, 2023 meeting minutes made by Darrell Wagner and seconded by Alex Petrino with no objections.

Natrona County School Partnership Updates

Due to a City technology issues, Vickie Skates reported an update via email.

Vickie will be transitioning back to her other job around July and believes Amy Rose will be the new contact. Vickie will verify the details and invite Amy to sit in at the June meeting.

Non-Discrimination Ordinance – Countywide

David spoke with Sabrina at the Town of Mills and she didn't seem to be interested in pursuing an ordinance. She will speak to the Mayor and get back to David.

Suggestion to include a question on the survey for the June Pride event to see if surrounding communities in the County have concerns and/or needs for an ordinance.

Gillette is on their 3rd reading of a non-discrimination ordinance and councilors are receiving death threats to change their vote.

Casper Pride Planning - June 10, 2023 10am – 3pm

- Gage has ordered swag for the table.
- Gage will draft a survey to use at the event.
- Heidi sent an email to City staff to coordinate the banner.
- Darrell will email the official line-up.
- Shifts to volunteer at the table will be emailed to the group. Tentatively, 9am – 1pm (Christy/Kelly) and 1pm – 4pm (Skylar/Kate).



Trans-Gender Name Changes

Kate said she is currently offering resources for no fee to assist with trans-gender name changes. She did confirm it is a state statute requirement to publish in a newspaper of general circulation in the county (typically \$300 average cost), plus \$140 filing fee.

Other Business

- There is an interested individual in joining the committee and upon review of the roster there are officially 11 members, with one vacancy. Gage will encourage the interested person to apply.
- Heidi will update the City's website with the Chair/Co-Chair email address of: lgbtqcasperwyo@gmail.com
- Darrell will be out of state for 8 weeks beginning June 12th. He will attend meetings virtually during that time.
- Councilor Pollock was invited to participate on a committee for the Superintendent of Public Instruction.

The meeting was adjourned at 4:25 p.m.

Next Meeting Date

June 23rd 2023, 3:30 p.m.

Casper Business Center
123 W. 1st St

5th Floor Big Meeting Room (near Suite 555 – HR/City Clerk Offices)

Natrona County Travel & Tourism Council

AGENDA Tuesday, June 27, 2023 – 11:30 a.m. Visit Casper- Casper WY

Zoom Link

<https://us02web.zoom.us/j/84964625073?pwd=OW1XU0wxVDFaNTU2TTQ0S3BYeVdDUT09>

Meeting ID: 849 6462 5073

Passcode: **838861**

I. Call to Order – Tiffany Gamble

A. Introductions

II. Roll Call

(Meetings: Attended/Excused/Absent/Held)

Cole Montgomery, City of Casper	(5/0/0/5)
Ken Thoren, Town of Edgerton	(4/1/0/5)
Lisa Engebretsen, City of Casper	(4/0/1/5)
Mike Cevasco, Town of Midwest	(5/0/0/5)
Renee Penton-Jones, Natrona County	(5/0/0/5)
Sabrina Kemper, Town of Mills	(5/0/0/5)
Tassma Powers, City of Evansville	(3/0/0/5)
Tiffany Gamble, Natrona County	(4/1/0/5)
Tom Brauer, Town of Bar Nunn	(3/0/2/5)

III. Consent Agenda:

- A. Agenda
- B. Minutes: May 23, 2023
- C. Performance Figures

IV. Old Business:

- A. Impact Grants Reporting
- B. Marketing Coop Reporting

V. New Business:

- A. Public Hearing – FY23/24 Budget Approval
- B. Election/Selection of Board Officers
- C. Tourism Master Plan Workshop Recap

VI. Communications Reports

- A. Staff Reports
- B. Lightning Bug Public Relations - *Tia Troy*

VII. Sales Report – *Luke Gilliam*

VIII. Council Comments

IX. Public Comments

X. Next meeting: **Tuesday, August 22, 2023 @ 11:30 a.m.**

XI. Executive Session

XII. Adjournment

Natrona County Travel & Tourism Council

Visit Casper

PUBLIC MEETING MINUTES TUESDAY, MAY 23, 2023 CASPER, WYOMING

I. **CALL TO ORDER**

Mrs. Penton-Jones called the public meeting of the Natrona County Travel and Tourism Council to order Tuesday, May 23, 2023, at 11:35 a.m. Roll call determined the presence of a quorum.

II. **ROLL CALL**

Present: Renee Penton-Jones, Natrona County
Ken Thoren, Town of Edgerton
Cole Montgomery, City of Casper
Sabrina Kemper, City of Mills
Mike Cevasco, Town of Midwest
Lisa Engebretsen, City of Casper
Tassma Powers, Town of Evansville

Excused: Tiffany Gamble, Natrona County

Absent: Tom Brauer, Town of Bar Nunn

Also Present: Tyler Daugherty, CEO
Terri Weinhandl, Executive Assistant
Dave North, Natrona County Commissioner*
Kyle Gamroth, City of Casper Councilor**

* Arrived at 11:42 a.m.

** Arrived at 11:50 a.m.

CONSENT AGENDA

III. Mrs. Penton-Jones asked for a motion to approve the consent agenda.

Moved by Mr. Cevasco, seconded by Mrs. Engebretsen, carried without dissent to approve the consent agenda. (Exhibit 1)

OLD BUSINESS

IV. **NATIONAL TRAVEL & TOURISM WEEK RECAP**

Mr. Daugherty thanked everyone who participated in the week's events. The scheduled events went well with a meet and greet kickoff at Frontier Brewery the week prior for general managers and directors of sales in the lodging and hospitality field to make introductions with new faces.

Monday

Visit Casper participated in a career panel at Natrona County High School with five representatives from the tourism/hospitality industry, and Tina Hobelheinrich from the

Chamber of Commerce. The panel talked with approximately 50 students about how they got into tourism, what they love about it, and how the students can get into the industry themselves. Hopefully both high schools will participate in 2024.

Wednesday

Ms. Troy from Lightning Bug Public Relations put on marketing and public relations workshops for Visit Casper partners, addressing the impact that marketing and public relations have on tourism.

Friday

The annual Visit Casper breakfast was held at the Nicolaysen Art Museum. Mr. Daugherty gave an introduction presentation and showed a promo video for the WYO Sports Ranch complex, followed by a guest panel discussion on sports tourism with Mr. Trevor Wilson, WHSAA Associate Commissioner, Jessica Hastings, Operations Manager for McMurry Companies and WYO Sports Ranch Board Member, Kirk Goodman, General Manager of the Ford Wyoming Center, and Tiffany Funk, Regional Manager for the JJM Group Hotels and Treasurer of Proud to Host the Best.

Visit Casper announced the post card drawing winner at the breakfast presentation.

No FAM tours took place due to the delayed delivery of the Visit Casper bus.

The Wyoming Office of Tourism (WOT) released their findings for tourism in 2022.

- Wyoming welcomed approximately 7.5 million visitors, spending \$4.5 billion with Wyoming businesses, supporting 33,000 jobs in state. The number of visitors was down from 2021.
- Natrona County welcomed 746,310 overnight visitors, spending \$349.6 million with local businesses, generating 2,810 jobs in Natrona County.
- The \$349.6 million spent in Natrona County generated \$16.8 million in state and local taxes.
- Each household in Natrona County would have to write a check for \$510 to make up the \$16.8 million in taxes from visitor spending.

Visit Casper will update their website with the WOT 2022 numbers.

Mr. Cevalasco asked with fewer 2022 travelers spending more money, is it a sign in the change of demographics. Mr. Daugherty said that the numbers represent the WOT's best estimate and the flooding in Yellowstone obviously effected travel. Ms. Troy shared those fewer travelers spending more is consistent across the west for 2022, namely neighboring states Montana, Colorado, and South Dakota.

NEW BUSINESS

V. PUBLIC HEARING – FY 22/23 BUDGET AMENDMENT

Mrs. Penton-Jones called for a motion to open the public hearing for the purpose of the FY 22/23 budget amendment.

Moved by Mr. Montgomery, seconded by Mrs. Kemper, carried without dissent to open the public hearing at 11:42 a.m.

No public was in attendance.

Mrs. Penton-Jones called for discussion.

Lodging tax revenue for FY 22/23 will exceed \$2M and with the 90% spend requirement the budget amendment is the result of an increase in lodging tax revenue. The biggest reason for the budget amendment was due to the staffing gap after three staff members resigned in April and May and the time it took to fill those vacant positions. Adjustments were made in marketing, social media, print advertisements, employee benefits, and admin. Items listed in blue are those line items that were adjusted.

No further discussion.

Mrs. Penton-Jones called for a motion to approve the proposed FY 22/23 budget amendment.

Moved by Mr. Thoren, seconded by Mr. Montgomery, carried without dissent to approve the budget amendment.

Mrs. Penton-Jones called for a motion to close the public hearing.

Moved by Mr. Thoren, seconded by Mrs. Kemper, carried without dissent to close the public hearing at 11:46 a.m.

VI. **BY-LAWS AMENDMENTS**

The By-laws committee (Mrs. Powers, Mr. Cevalasco and Mrs. Engebretsen) prepared their recommendations, and the document was forwarded to Crowley & Fleck for review.

Small/minor changes were made. Board officers will now be elected in June so the new offices will start in July to coincide with the new fiscal year.

Mrs. Kemper asked if there was a revision date. Mr. Daugherty pointed out the revision date of May 23, 2023 appears on the last page.

Mrs. Penton-Jones called for a motion to approve the revised By-laws.

Moved by Mrs. Engebretsen, seconded by Mrs. Powers, carried without dissent to approve the revised By-Laws.

VII. **PRELIMINARY FY 24 BUDGET**

Mr. Daugherty said he was sharing the proposed FY 24 budget for everyone to review. The lodging tax estimate is conservative based on past lodging tax amounts.

There are currently 7 budget classes. Invoices are sometimes split between classes making it hard to track exactly where funds are spent. In the new budget year, there will be condensed classes for better tracking of spending, namely:

- Admin

- Grants
- Sales
- Marketing
- Destination Development

Visit Casper is budgeting to exceed over \$2M in lodging tax revenue this next fiscal year.

There are a few new line items that will need to be added:

- Welcome Kiosk with merchandise
- Bus expenses

Mr. Thoren inquired more about the bus. Mr. Daugherty is hoping for delivery around July 1 and will move forward with getting the bus wrapped. He plans to provide the bus for hop on-hop off tours, mural tours, FAM tours, sales tours, shuttle services, and bus rentals.

Visit Casper purchased the bus and will lease it to the City of Casper for \$1 annually. Visit Casper will carry insurance and secure drivers who have taken the city driver's training course and hold a Class B license.

Visit Casper also has an additional \$600,000 in destination development grant funds from the Wyoming Office of Tourism.

The proposed budget allows for amendments if need be. Visit Casper is in a good spot with the budget proposed with what funds are in savings plus the \$600,000. It offers a lot of flexibility if the lodging tax revenue goes south over the fiscal year.

The FY 24 budget is tabled until the June meeting.

VIII. **MARKETING CO-OP PROGRAM**

Visit Casper will issue 10 - \$,2500 grants to local businesses in the travel, tourism and hospitality industries to market their businesses. These monies will allow the recipients to control their marketing efforts and decide when they advertise, where they advertise and what media format they choose to advertise. The intent is to issue checks by the end of the fiscal year.

COMMUNICATION REPORTS

IX. **STAFF REPORTS**

Mr. Daugherty reported that next fiscal year the board will no longer receive individual staff reports. Future reports will be department-based for Sales, Marketing, and Analytics to allow for better monthly tracking.

- Sales
 - What our annual events are.
 - What leads we have.
 - The number of people coming to an event.
- Marketing
 - Where we are placing ads.

- What our website hits are for.

Mr. Thoren commented that he enjoys the updates on all the work that is being done.

X. **LIGHTNING BUG PUBLIC RELATIONS**

- Ms. Troy conducted two workshops during National Travel & Tourism week.
- She brought five journalists to Casper the week of May 15.
- Three influencers will be in Casper promoting CNFR, and the rodeo red carpet event at the Ford Wyoming. A journalist from Good Housekeeping will also be at CNFR.
- Beginning to promote the Central Wyoming Fair and Rodeo.
- Airbase news release.

XI. **SALES REPORT**

Mr. Gilliam said that the sales team has mostly been a department of one. The focus has been different for the last few years pursuing large impact driven sports events. As the Sales department grows, as Amanda Sewell gets more involved with state association groups and rocky mountain business, they want to make sure how they report makes sense from what they are doing a daily basis and on a long-term basis.

The Sales team is relaunching partner communication through the extranet which is the backside portal into Simpleview for partners, sharing in a more streamlined and way that makes sense. Sales will be putting together an internal document with department goals to meet on a weekly basis, and a monthly basis. They will include all different segments of business in the summary.

XII. **COUNCIL COMMENTS**

Mr. Cevalasco shared a summary of what is occurring in Midwest with regard to the water tower and infrastructure, and status of Wind Henge. A meeting will take place May 23 to plan for Salt Creek Days.

Mrs. Penton-Jones asked if NIRA will be recognizing the NCTTC board at CNFR. Mr. Gilliam will reach out to Ms. Sewell to confirm.

Visit Casper will send the board a reminder about the rock star balcony at CNFR.

XIII. **PUBLIC COMMENTS**

Mr. Gamroth shared that Wednesday, May 24, the city council will hold special work session to discuss the roof replacement for the aquatic center and get an update on the fund raising for the second sheet of ice. They will also meet on the grant applications.

Visit Casper will host a customer value optimization (CVO) workshop with Madden Media on Friday, June 23. The marketing plan and organization and 2021 master plan will be addressed, and how it can be implemented. More information to come.

XIV. **NEXT MEETING:** Tuesday, June 27, 2023 at 11:30 a.m.

XV. **EXECUTIVE SESSION**
None.

XVI. **ADJOURNMENT**
Moved by Mrs. Powers, seconded by Mrs. Kemper, carried without dissent to adjourn at 12:14 p.m.

Tiffany Gamble, Chair

Cole Montgomery, Secretary

Natrona County Travel & Tourism Council
Statement of Revenue and Expenses w/Previous Year Comparison
May 2023

	May 23	May 22	\$ Change
Ordinary Income/Expense			
Income			
4000 · Lodging Tax Deposits	158,631.32	154,800.64	3,830.68
4010 · CTA Income	81.00	108.00	-27.00
4090 · Interest	7,062.05	404.84	6,657.21
Total Income	165,774.37	155,313.48	10,460.89
Gross Profit	165,774.37	155,313.48	10,460.89
Expense			
5000 · Administration			
5001 · Office Expense			
5110 · Telephone & Internet	849.90	279.95	569.95
5120 · Copier Lease/Copier Supplies	377.67	133.48	244.19
5130 · Office Supplies	483.67	296.09	187.58
5135 · Subscriptions	646.44	2,585.65	-1,939.21
5140 · Printing	154.50	0.00	154.50
5150 · Vehicle Expense	314.78	249.67	65.11
5160 · Equipment & Furniture	1,547.00	2,475.00	-928.00
5170 · Professional & Insurance	2,145.40	9,056.66	-6,911.26
5180 · Rent/Maintenance	5,192.00	4,985.00	207.00
5190 · Utilities/Services	38.06	366.55	-328.49
5200 · Bank Charges	98.34	97.98	0.36
5220 · Information Distribution	531.41	13,879.05	-13,347.64
Total 5001 · Office Expense	12,379.17	34,405.08	-22,025.91
5600 · Administration Staff			
5612 · Salaries	39,365.00	29,308.26	10,056.74
5622 · Contract Salaries	0.00	4,860.00	-4,860.00
5642 · Payroll Taxes	3,011.43	2,242.10	769.33
5652 · Employee Benefits	4,094.22	6,925.81	-2,831.59
5654 · Staff Training/Education	-492.00	-383.12	-108.88
Total 5600 · Administration Staff	45,978.65	42,953.05	3,025.60
Total 5000 · Administration	58,357.82	77,358.13	-19,000.31
5800 · Grants/Sponsorships			
5830 · Unencumbered Grants/Sponsorship	20,700.00	35,000.00	-14,300.00
Total 5800 · Grants/Sponsorships	20,700.00	35,000.00	-14,300.00
6000 · Sales			
6110 · Promotional Items	56.39	3,370.06	-3,313.67
6115 · Printing	0.00	219.75	-219.75
6125 · Staff Travel	3,407.28	2,273.63	1,133.65
6130 · Board/Partner Travel	325.53	95.58	229.95
6135 · Business Development	1,301.22	2,741.53	-1,440.31
6140 · Business Retention	2,500.00	5,030.11	-2,530.11
6145 · FAM Tours	0.00	67.32	-67.32
6155 · Public Relations	22,157.20	4,667.75	17,489.45
6165 · Event Expense	2,651.40	852.49	1,798.91
6170 · Memberships	616.79	6,540.00	-5,923.21
6175 · Sponsorships	1,560.00	500.00	1,060.00
Total 6000 · Sales	34,575.81	26,358.22	8,217.59
7000 · Advertising/Marketing			
7610 · Banners/Displays/Signs	2,641.95	365.65	2,276.30
7625 · Digital/Social Marketing	16,946.90	6,604.00	10,342.90
7630 · Content Production	5,052.49	1,260.00	3,792.49
7635 · Website	10,529.50	5,139.75	5,389.75
Total 7000 · Advertising/Marketing	35,170.84	13,369.40	21,801.44
Total Expense	148,804.47	152,085.75	-3,281.28
Net Ordinary Income	16,969.90	3,227.73	13,742.17
Net Income	16,969.90	3,227.73	13,742.17

May Performance Figures

<u>Lodging Tax</u>				2023	2022	<u>% Change</u>	
	<u>2023</u>	<u>2022</u>	<u>% Change</u>	<u>Calendar YTD</u>	<u>Calendar YTD</u>		
	\$158,631.32	\$154,800.64	2.5%	\$1,820,103.70	\$1,647,296.39	10.5%	Source: WY Department of Revenue

<u>Lodging</u>	2023			2022			
	<u>Weekday</u>	<u>Weekend</u>	<u>Total</u>	<u>Weekday</u>	<u>Weekend</u>	<u>Total</u>	
Occupancy Rate	61.5%	70.5%	63.9%	63.1%	74.7%	66.1%	Source: Smith Travel Research
Average Room Rate	\$102.82	\$106.76	\$103.91	\$94.87	\$106.16	\$98.15	

<u>Media Coverage</u>		
Reach	1,220,184	
Advertising Value	\$11,286.70	
Editorial Value	\$16,123.85	Source: Lightning Bug Public Relations

Social Media

Visit Casper	FACEBOOK				Source: Visit Casper
	Reach	New Likes	Engagement	Engagement Rate	
	556,837	63	53,224	9.6%	
	INSTAGRAM				Source: Visit Casper
	Reach	New Followers	Engagement	Engagement Rate	
120,875	135	1,987	1.6%		
5150' Local	PAID PROMOTIONS *				*Source: The Bark Firm Benchmark averages: Facebook Click Through Rate (CRT) 0.9%
	Reach		Clicks	Click Through Rate	
	436,620		23,425	5.4%	
	FACEBOOK				Source: Visit Casper
	Reach	New Likes	Engagement	Engagement Rate	
9,140	12	823	9.0%		
	INSTAGRAM				Source: Visit Casper
	Reach	New Likes	Engagement	Engagement Rate	
	5,946	97	970	16.3%	

2023-2024 Proposed		Administration 4000 & 5000	Grants	5800 Sales	6000 Marekting	7000	Destination Development 8100	2023-2024 Budget	2022-2023 Budget	2021-2022 Budget	2020-2021 Budget
REVENUE											
4000	Lodging Tax	\$ 2,000,000.00						\$ 2,000,000.00	\$ 1,775,000	\$ 1,566,335	\$ 1,257,178
4005	Grant Income							\$ -			
4010	CTA Income	\$ 2,500.00						\$ 2,500.00	\$ 1,000	\$ 1,000	\$ -
4040	Reimbursement Income							\$ -			
	CARES GRANT							\$ -	\$ -	\$ 577,781	\$ 421,581
4090	Interest							\$ -	\$ 600	\$ 600	\$ -
4110	Proud to Host the Best	\$ 25,000.00						\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -
XXXX	Welcome Kiosk	\$ 3,000.00						\$ 3,000.00			
XXXX	Bus Rental	\$ 2,500.00						\$ 2,500.00			
	Total Revenue	\$ 2,033,000.00	\$ -	\$ -	\$ -	\$ 600,000.00	\$ 2,033,000.00	\$ 1,801,600.00	\$ 2,170,716.82	\$ 1,678,758.70	
EXPENSE											
5000	OFFICE/ADMINISTRATIVE (AD)										
5110	Telephone/Internet	\$ 12,000.00						\$ 12,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00
5120	Copier/Copier Supplies	\$ 6,000.00						\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 7,000.00
5130	Office Supplies	\$ 7,500.00						\$ 7,500.00	\$ 6,000.00	\$ 4,000.00	\$ 5,000.00
5135	Subscriptions	\$ 60,000.00						\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 30,042.89
5140	Printing	\$ 1,000.00						\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
5150	Vehicle Expense	\$ 1,000.00						\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 1,500.00
5160	Equipment/Furniture	\$ 7,500.00						\$ 7,500.00	\$ 7,500.00	\$ 6,500.00	\$ 1,000.00
5170	Professional/Insurance	\$ 60,000.00						\$ 60,000.00	\$ 60,000.00	\$ 40,000.00	\$ 47,000.00
5180	Rent/Maintenance	\$ 63,000.00						\$ 63,000.00	\$ 60,000.00	\$ 60,000.00	\$ 55,000.00
5190	Utilities/Services	\$ 2,000.00						\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00
5200	Bank Charges	\$ 2,000.00						\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,400.00
5210	Renewal Fees	\$ 8,000.00						\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 9,000.00
5220	Information Distribution	\$ 21,000.00						\$ 21,000.00	\$ 21,000.00	\$ 35,000.00	\$ 11,500.00
XXXX	Bus	\$ 14,145.00						\$ 14,145.00			
XXXX	Welcome Kiosk	\$ 6,500.00						\$ 6,500.00			
	TOTAL	\$ 271,645.00	\$ -	\$ -	\$ -	\$ -	\$ 271,645.00	\$ 239,500.00	\$ 229,100.00	\$ 179,442.89	
5600	EMPLOYEE BENEFITS (AD)										
5612	Salaries	\$ 499,355.00						\$ 499,355.00	\$ 542,592.03	\$ 527,815.48	\$ 469,602.81
5615	Bonuses	\$ 25,000.00						\$ 25,000.00			
5622	Contract Services	\$ 5,000.00						\$ 5,000.00			
5642	Payroll Taxes	\$ 50,000.00						\$ 50,000.00	\$ 33,600.00		
5652	Employee Benefits	\$ 40,000.00						\$ 40,000.00	\$ 30,000.00	\$ 10,000.00	\$ 25,000.00
5654	Staff Trainging	\$ 30,000.00						\$ 30,000.00			
XXXX	Employee Merch	\$ 5,000.00						\$ 5,000.00			
	TOTAL	\$ 654,355.00	\$ -	\$ -	\$ -	\$ -	\$ 654,355.00	\$ 606,192.03	\$ 537,815.48	\$ 494,602.81	
5800	Grants and Sponsorships (??)										
5830	Grant Funds		\$ 200,000.00								
	TOTAL	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 115,000.00	
6000	SALES (MC)										
6110	Promotional Items			\$ 12,900.00				\$ 12,900.00	\$ 12,600.00	\$ 9,100.00	\$ 6,100.00
6115	Printing			\$ 7,600.00				\$ 7,600.00	\$ 7,600.00	\$ 7,600.00	\$ 8,600.00
6120	Tradeshow Registration			\$ 15,000.00				\$ 15,000.00	\$ 13,000.00	\$ 9,600.00	\$ 7,200.00
6125	Staff Travel			\$ 25,000.00				\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 17,000.00
6130	Board/Partner Travel			\$ 5,000.00				\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 2,275.00
6135	Business Development			\$ 40,000.00				\$ 40,000.00	\$ 25,000.00	\$ 15,000.00	\$ 2,500.00
6140	Business Retention			\$ 15,000.00				\$ 15,000.00	\$ 5,000.00	\$ 15,000.00	\$ 20,000.00
6145	FAM Tours/Site Visits			\$ 5,000.00				\$ 5,000.00	\$ 7,500.00	\$ 15,000.00	\$ 2,500.00
6150	Research/Planning			\$ 40,000.00				\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 15,000.00
6155	Public Relations			\$ 95,000.00				\$ 95,000.00	\$ 91,000.00	\$ 47,100.00	\$ 50,000.00
6165	Event Expense			\$ 25,000.00				\$ 25,000.00	\$ 25,000.00	\$ 16,000.00	\$ 36,000.00
6170	Memberships			\$ 10,000.00				\$ 10,000.00	\$ 10,100.00	\$ 9,000.00	\$ 8,100.00
6175	Sponsorships			\$ 40,000.00				\$ 40,000.00	\$ 32,000.00	\$ 28,400.00	\$ 6,900.00
	TOTAL	\$ -	\$ -	\$ 335,500.00	\$ -	\$ -	\$ 335,500.00	\$ 300,300.00	\$ 238,300.00	\$ 182,175.00	
7000	ADVERTISING/MARKETING (MK)										
7610	Banners/Displays/Signs				\$ 20,000.00			\$ 20,000.00	\$ 18,000.00	\$ 5,000.00	\$ 2,500.00
7615	Print Advertisements				\$ 60,000.00			\$ 60,000.00	\$ 24,500.00	\$ 50,000.00	\$ 30,000.00
7620	Billboards/Out of Home				\$ 2,500.00			\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 10,000.00
7622	Broadcast Media				\$ 2,500.00			\$ 2,500.00	\$ 2,500.00	\$ 3,420.00	\$ -
7623	Film Casper				\$ 5,000.00			\$ 5,000.00	\$ 5,000.00		
7625	Digital/Social Marketing				\$ 226,500.00			\$ 226,500.00	\$ 182,000.00	\$ 115,000.00	\$ 83,757.00
7630	Content Production				\$ 85,000.00			\$ 85,000.00	\$ 75,407.97	\$ 98,600.00	\$ 35,000.00
7635	Website				\$ 80,000.00			\$ 80,000.00	\$ 62,700.00	\$ 62,700.00	\$ 62,700.00
7640	2024 Visitor Guide				\$ 60,000.00			\$ 60,000.00	\$ 48,000.00	\$ 48,000.00	\$ 60,000.00
7642	Visit Casper Business Challenge/Marketing Co-op				\$ 30,000.00			\$ 30,000.00	\$ 35,000.00		
	TOTAL	\$ -	\$ -	\$ -	\$ 571,500.00	\$ -	\$ 571,500.00	\$ 455,607.97	\$ 387,720.00	\$ 283,957.00	
TOTAL EXPENSES		\$ 926,000.00	\$ 200,000.00	\$ 335,500.00	\$ 571,500.00	\$ -	\$ 2,033,000.00	\$ 1,801,600.00	\$ 1,592,935.48	\$ 1,255,177.70	
NET INCOME							\$ -	\$ -	\$ 577,781.34	\$ 423,581.00	

2023-2024 Budget	
INCOME	
4000 - Lodging Tax	\$ 2,000,000.00
4005 - Grant Income	\$ -
4010 - CTA Income	\$ 2,500.00
4040 - Reimbursement Income	\$ -
4090 - Interest	\$ -
4110 - PHTTB-Reimbursements	\$ 25,000.00
xxxx - Welcome Kiosk Merch	\$ 3,000.00
xxxx - Bus Rental	\$ 2,500.00
TOTAL INCOME	\$ 2,033,000.00
EXPENSE	
<i>5000 - Administration</i>	
5001 - Office Expense	
5110 - Telephone and Internet	\$ 12,000.00
5120 - Copier Lease	\$ 6,000.00
5130 - Office Supplies	\$ 7,500.00
5135 - Subscriptions	\$ 60,000.00
5140 - Printing	\$ 1,000.00
5150 - Vehicle Expense	\$ 1,000.00
5160 - Equipment & Furniture	\$ 7,500.00
5170 - Professional & Insurance	\$ 60,000.00
5180 - Rent/Maintenance	\$ 63,000.00
5190 - Utilities	\$ 2,000.00
5200 - Bank Charges	\$ 2,000.00
5210 - Renewal Fees	\$ 8,000.00
5220 - Information Distribution	\$ 21,000.00
xxxx - Bus	\$ 14,145.00
xxxx - Welcome Kiosk Merch	\$ 6,500.00
TOTAL 5001 - Office Expense	\$ 271,645.00
<i>5600 - Administration Staff</i>	
5612 - Salaries	\$ 499,355.00
5615 - Bonuses	\$ 25,000.00
5622 - Contract Services	\$ 5,000.00
5642 - Payroll Taxes	\$ 50,000.00
5652 - Employee Benefits	\$ 40,000.00
5654 - Staff Training	\$ 30,000.00
xxxx - Employee Merch	\$ 5,000.00
TOTAL 5600 - Administration Staff	\$ 654,355.00
<i>5800 - Grants/Sponsorships</i>	
5830 - Unencumbered Grants/Sponsorships	\$ 200,000.00
TOTAL 5800 - Grants/Sponsorships	\$ 200,000.00
<i>6000 Sales</i>	
6110 - Promotional Items	\$ 12,900.00
6115 - Printing	\$ 7,600.00
6120 - Tradeshow Registration	\$ 15,000.00
6125 - Staff Travel	\$ 25,000.00
6130 - Board/Partner Travel	\$ 5,000.00
6135 - Business Development	\$ 40,000.00
6140 - Business Rentention	\$ 15,000.00
6145 - FAM Tours	\$ 5,000.00
6150 - Research	\$ 40,000.00
6155 - Public Relations	\$ 95,000.00
6165 - Event Expense	\$ 25,000.00
6170 - Memberships	\$ 10,000.00
6175 - Sponsorships	\$ 40,000.00
TOTAL 6000 - Sales	\$ 335,500.00
<i>7000 Advertising/Marketing</i>	
7610 - Banners/Displays/Signs	\$ 20,000.00
7615 - Print Advertisments	\$ 60,000.00
7620 - Billboard/Out of Home	\$ 2,500.00
7622 - Broadcast Media	\$ 2,500.00
7623 - Film Casper	\$ 5,000.00
7625 - Digital/Social Marketing	\$ 234,000.00
7630 - Content Production	\$ 85,000.00
7635 - Website	\$ 80,000.00
7640 - Visitors Guide	\$ 52,500.00
7642 - Visit Casper Business Challenge/Marketing	\$ 30,000.00
TOTAL 7000 - Advertising/Marketing	\$ 571,500.00
90% of Total Projected Revenue	\$ 1,829,700.00
TOTAL EXPENSE	\$ 2,033,000.00
NET INCOME	\$ -
DIFFERENCE Projected Expense vs. 90%	\$ (203,300.00)



Staff Reports June 2023

CEO REPORT

- **Ken Thoren:**

- I special thanks to Ken Thoren and his commitment to our board for the past three years. Ken made me feel welcome when I joined the team in December 2022, always had a smile on his face, and offered up great support and input. Thank you, Ken.

- **Committee Updates:**

- By-Laws: Bylaws were amended in our May meeting.
- Budget: You will see a proposed budget for FY24 in your June packet.
- DMF: We have meetings scheduled to update hotels and others on the program and progress has been positive. I hope to have a more in-depth recap at our next board meeting.

- **Marketing Co-op Program:**

- We had strong interest in the program, and I think it will only get more competitive as attractions, restaurants, hotels, and our other partners find out about the opportunity. We will be awarding 10 recipients yet this FY. Personally, I am excited about the potential of this program and how it will engage our partners. I'd also like to stress how good of a job staff did to roll the concept out, push out the information, review, etc. in a very short timeframe.

- **New Bus:**

- The bus has finally arrived, and the city is working to inspect and inventory it. Once that process is complete, it will be scheduled for wrapping. Once the wrap is complete, we can begin to utilize the bus for our needs and offer for our client's needs.

- **Tourism Master Plan Workshop:**

- In partnership with Madden Media, we will be leading a workshop to review our 2021 Masterplan. Our intent is to gather community leaders, stakeholders, and other passionate individuals to assess the current plan and identify areas for improvement and enhancement.

- **Wilson Campaign:**

- Staff began collecting videos, photos, and voiceover assets for our Wilson Campaign. Logan and Morgan committed their time on June 19-21 to make this happen. We captured content along NPR trails, the trails center, local eating establishments, Three Crowns, Oil City Axe, the airport, and many more.
- We will begin to incorporate and roll out content into our marketing once we have had a chance to edit and review.



SALES & DEVELOPMENT REPORT

Luke Gilliam

Since the last board meeting, we have been hard at work reworking our lead sharing system and processes.

Within Simpleview, we want to make sure information that has been stored for almost a decade is up to date and actionable for our hotel partners. We are combing through each account to best understand its value in our system, and then we are recreating how we process lead info and share it.

Our goal is to provide a soft lead share on July 1 to get feedback and adjust our process.

As we refocus on various sales segments outside of sports and city-wide opportunities, this will hopefully provide our hotel partners with potential business on state and regional levels.

Amanda has been working incredibly hard to both take care of CNFR as it comes to town and dive into state sales, as well as close out the grant cycle.

We are looking forward to a busy summer of events, new sales efforts, and exciting developments in Casper!

MARKETING REPORT

Wayne Stewart

Throughout June we continued our marketing efforts to promote CNFR and drive ticket sales.

I have continued building and finalizing our FY24 marketing budget and we have officially signed off on our digital marketing buy with Madden Media, so we have been working with them to ensure all digital efforts are ready starting July 1.

Our first content shoot with Logan Wilson is June 19-21st and a lot of prep work has been going into it to ensure it goes smoothly. Along with building the shoot schedule and coordinating with businesses/locations, I have also been writing scripts and working with Logan's agent to get everything approved.

We have started the email audit process with Madden Media, which involves their email marketing specialists cleaning our database and restructuring our lists so that we can hopefully see a higher ROI from our email marketing efforts.

Amanda Sewell

- Executed Pride Run with 59 runners



- CNFR day sheet volunteer slots are full for the week
- Rockstar Balcony party is planned and ready to go
- Working on jumping into Sales w/Luke
- Hoping to get approval from NCORC to begin working on the project proposal and grant for Hells Half Acre Trailhead project
- Finished the 23-24 grant cycle with 32 applicants.
 - 24 were awarded funding
 - 8 were not but most received in-kind marketing

Angie Volzke

In the past month I have been working on the Carvertise design that will be at a few set event locations in the Denver area. With that comes a handout that has additional information. I have also been designing shirt ideas for the kiosk and have a few we plan to use.

I have various other smaller projects like poster design, smaller ads, and working on obtaining my drone license.

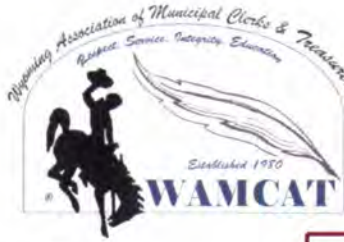
Liz Bowers

This month focused mainly on preparation for all our big events in June: Visit Casper Marathon, Casper Pride Run, College National Finals Rodeo, and NIC Fest.

There was great turnout for High School State Track which I covered for Proud to Host the Best. I was able to capture a lot of fresh graphics for that event which were helpful for promotion this year and will make it easier to promote this coming year as well.

We put together a great Social Media takeover on our 5150' pages with Chelsea Combe for CNFR week to promote the new Rodeo Red Carpet event June 16-17th as visitors enter the rodeo.

Due to a recent broken leg, I've been working out of the office but want to express my gratitude for the great teamwork and support I've received here!



Wyoming Association of Municipal Clerks & Treasurers

Respect Service Vision Pride

PRESIDENT

Angela Johnson, MMC, CPFA, ACPFIM
IIMC Region VIII Director
PO Box 38
Meeteetse, WY 82433
307-868-2278
meeteetse@ctrwest.net

VICE-PRESIDENT

Tiffany Brando, MMC, SHRM-CP, MBA
270 N. Clark St.
Powell, WY 82435
307-754-6903
tbrando@cityofpowell.com

TREASURER

Teresa Montgomery, CMC, ACPFIM
38 South Badger Road
Rolling Hills, WY 82637
307-436-5348
clerk_treasurer@rollinghillswy.org

SECRETARY

Kelley Millar CMC, CPFA, ACPFIM
PO Box 203
725 2nd Street
Upton, WY 82730
307-468-2441
kelley.millar@townofupton.com

PAST PRESIDENT

Penny Robbins, CMC, CPFA
P.O. Box 249
Mountain View, WY 82939
307-782-3100
admin@mtvwy.com

BOARD MEMBERS

Kristin Watson, CMC, SHRM-CP
816 North Federal Boulevard
Riverton, WY 82501
307-856-2227
kwatson@rivertonwy.gov

Mandi Fraughton
PO Box 249
Mountain View, WY 82939
307-782-3100
mfraughton@mtvwy.com

Michele Richlin, MMC, CPFIM
113 1st Avenue W
Deaver, WY 82421
307-664-2736
deavertownclerk@gmail.com

Tammy Taylor, CMC
PO Box 417
219 South 3rd Street
Glenrock, WY 82637
307-436-9294 x3
ttaylor@glenrock.org

Paula Strohschein
PO Box 70
395 Lariat Way
Wright, WY 82732
307-464-1666 x102
paula@wrightwyoming.com

Cecilia Good, CMC, MBA, RP
55 Grinnell Plaza
Sheridan, WY 82801
307-674-6483
cgood@sheridanwy.gov

June 5, 2023

Dear Mayors, Council Members, City/Town Administrators and WAMCAT Members:
The Wyoming Association of Municipal Clerks and Treasurers (WAMCAT) is a professional organization providing educational opportunities for Wyoming municipal clerks and treasurers. It is within this organization that outstanding members are recognized for his or her accomplishments and contributions to their respective municipality and its government. Each year, the distinguished honor of WAMCAT of the Year is bestowed upon a well-deserving individual who is recognized for outstanding performance and achievements. Included with this communication is information concerning nominee criteria and an official nomination form for use in nominating the Clerk, Treasurer, or Clerk/Treasurer from your community to be considered for this award.

Please submit the nomination form and any supporting documentation no later than July 28, 2023 to:

WAMCAT Awards Committee Chair
c/o Lori Hughes
PO Box 5
Ten Sleep, WY 82442
Or email: tensleeptown@gmail.com

Announcement of the award recipient will be made at the annual banquet during the Wyoming Municipal Institute to be held on Thursday, September 28, 2023, at Casper College, Casper, WY. If you have any questions regarding the nomination process, please contact me at 307-366-2265 at your convenience.

Warmest regards,

Lori Hughes
2022 WAMCAT of the Year Award Chair, Town of Ten Sleep

Enclosures (2)

WYOMING ASSOCIATION OF MUNICIPAL CLERKS & TREASURERS NOMINATION FOR WAMCAT OF THE YEAR AWARD

PURPOSE:

This award is intended to identify and recognize a member of WAMCAT whose service accomplishments during the year have made the most significant contribution to the objectives of WAMCAT, the clerks, treasurers, finance officers, the improvements of municipal government in Wyoming, and the member's own community.

QUALIFICATIONS:

Nominees for the award must have been a member of WAMCAT for at least two years and must be in good standing in the organization.

NOMINATIONS:

Nominations may be made by members of WAMCAT, Mayors, Council members, City Managers or City Administrators .

LETTERS OF SUPPORT:

Letters of support will be accepted from organizations and individuals that have knowledge of the candidate's qualifications.

NOMINATION PROCESS:

Persons nominating a WAMCAT member for the award should complete the attached nomination form and mail, with any supporting documentation to the following address by July 28, 2023 to WAMCAT Award, c/o Lori Hughes, Clerk/Treasurer, Town of Ten Sleep, PO Box 5, Ten Sleep, WY 82442.

SELECTION PROCESS:

1. Nomination forms will be reviewed for completeness. The person making the nomination may be called by a committee member if additional information is needed about the nominee.
2. A panel of five judges and two alternates, if necessary, will be appointed by the WAMCAT President to consider the nominees . Alternates will be used to fill in for absences during judging and to eliminate conflicts of interest.
3. No judge shall sit on the panel if a candidate for the award is from the hometown of the judge.
4. Completed forms will be submitted to the judges prior to the annual meeting held during the Wyoming Municipal Institute.
5. Judging for the nominees will be based on the following criteria:
 - Contribution to the operation of municipal government (50%)
 - Contribution to municipal relations (25%)
 - Contribution to the profession, WAMCAT, and personal professional development (25%)

WYOMING ASSOCIATION OF MUNICIPAL CLERKS & TREASURERS BOARD OF DIRECTORS

AWARDS COMMITTEE

The Awards Committee is responsible for selecting, from the applications received, recipients of the WAMCAT of the Year Award.

QUALIFICATIONS:

Committee Chair must have been the recipient of the previous year's award.

RESPONSIBILITIES:

1. Review nominations for the WAMCAT of the Year Award and select the recipient for that year.
2. Obtain plaques and other items of recognition.

NUMBER OF COMMITTEE MEMBERS:

There will be a minimum of five (5) members selected by the WAMCAT President.

SPECIFIC ACTIVITIES:

1. Contact WAMCAT President to obtain names of committee members.
2. Contact committee members to set up date and time of meeting for review of nominations and selection of award recipient.
3. Order plaque for recipient of award from Wyoming Trophy and Engraving in Cheyenne, WY. (NOTE: The WAMCAT emblem is on file with this vendor and no additional setup fees are required).
4. Notify the Mayor or Manager of the recipient's town/city and invite them to attend the awards ceremony.

OFFICIAL NOMINATION FORM

Directions: Answer each of the following questions listed below. If additional space is needed, attachments may be included. Please be as factual as possible and personal history is optional and will be used only for the presentation and press releases.

Full name of Nominee:		
City/Town:		
Address:		
City:	State:	Zip:
Phone:		Email:

Title of position held:	
Number of years in position:	
Number of years in WAMCAT:	
Participation in WAMCAT Offices and/or Committees:	
Professional Certifications:	

Personal History (Optional):

Marital Status: _____ Number of Children: _____

List any personal information desired such as hobbies, interests, skills, past employment, etc. Attach additional pages if necessary.
