



NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA

Paul Bertoglio, Commissioner
Forrest Chadwick, Commissioner
Rob Hendry, Commissioner
Brook Kaufman, Commissioner
Jim Milne, Commissioner

Tuesday, June 16, 2020 5:30 p.m.
Natrona County Courthouse, 200 North Center, Casper, Wyoming
Large Courtroom, 2nd Floor

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

Agendas are subject to amendments



**NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Paul Bertoglio, Commissioner
Forrest Chadwick, Commissioner
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Jim Milne, Commissioner

CONSENT AGENDA

Tuesday, June 16, 2020 5:30 p.m.

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

I. APPROVAL OF JUNE 2, 2020 MEETING MINUTES

II. APPROVAL OF BILLS \$2,965,547.82

III. CONTRACTS, AGREEMENTS, RESOLUTIONS:

A. Resolution 21-20 Establishing Change in Precinct Boundaries

C. MOU for FEMA Reimbursement Due to COVID

D. Bridle Trail Improvements & Recommendation - 383 Construction

E. Contract between the WY Department of Family Services, Child Support Program & NC BOCC

F. CenturyLink Contract-Fiber+ Enterprise Data Package: Courthouse, NCFPD, NCDC, R&B,
Fairgrounds, Coroner

G. CenturyLink Contract-IQ networking Internet Port

H. CenturyLink Contract-Fiber+ Internet Bundle Offer

IV. STATEMENT OF EARNINGS: Development \$15,514.90; County Clerk \$101,230.50; Lake
\$18,449.00; R&B \$121.30; Parks \$2,017.46

V. BOARD APPOINTMENTS

A. Bill Knight-Appointment to the Memorial Hospital Board of Trustees (MHBOT) (term ending 12-31-2023)

B. Catherine Carr-Appointment to the NC Public Library Board of Trustees (NCPLBOT) (term ending 12-31-2023)

C. Tiffany Gamble-Reappointment to the NC Travel & Tourism Council (NCTTC) (term ending 6-30-2023)

VI. TAXROLL CORRECTION 2019: CHRISTENSEN BARNHART & CO LLC \$-303.30

TAXROLL CORRECTION 2018: CHRISTENSEN BARNHART & CO LLC \$-376.63

TAXROLL CORRECTION 2017: CHRISTENSEN BARNHART & CO LLC \$-307.89

TAXROLL CORRECTION 2016: CHRISTENSEN BARNHART & CO LLC \$-307.89

**TAXROLL CORRECTION 2015: CHRISTENSEN BARNHART & CO LLC \$-307.89; ENCORE
ENERGY PARTNERS OPER LLC \$-121,69.43**

TAXROLL CORRECTION 2014: CHRISTENSEN BARNHART & CO LLC \$-307.89

TAXROLL CORRECTION 2013: CHRISTENSEN BARNHART & CO LLC \$-307.89

Agendas are subject to amendments

BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
June 2, 2020

The regular meeting of the Board of County Commissioners was brought to order at 5:30 p.m. by Chairman Rob Hendry. Those in attendance were Commissioner Chairman Paul Bertoglio, Commissioner Jim Milne, Commissioner Brook Kaufman, Commissioner Forrest Chadwick, County Attorney Eric Nelson, County Attorney and Commissioners' Assistant Michelle Maines.

Consent Agenda:

Commissioner Chadwick moved for approval of the Consent Agenda. Commissioner Kaufman seconded the motion. Motion carried.

Public Hearing:

CUP20-2 & VC20-1

Jason Gutierrez, Development Director reported this is a Conditional Use Permit (CUP) to allow a 240-MW Utility Scale Solar Energy System on a portion of 2,150 acres of land, north of Casper and west of Bar Nun. This request also includes VC20-1 a Variance by Dinosolar, LLC to reduce the eastern setback from 1.25 miles to .63 miles from a residential zoning district.

Speaking in favor: John Masterson, Legal Representative for Dinosolar (Casper), Christine Mikell, representing Enyo Renewable Energy (Utah), Shane Porter, WLC (Casper), Chester France, Steve Barrett, Spencer Martin, Evelyn, Ron

Speaking in opposition: Will Reece, WPDN Legal Representative for Russell Woods, Russell Wood, Glenn Januska, representing the NCIABOT (Casper), Shellie Burnett (Casper), Becky Walsh (Casper), Sean O'Brien (Casper), Tom Van Kleef (Casper)

Commissioner Chadwick moved for approval of the Conditional Use Permit 20-2 to include the staff finding of facts and the Planning & Zoning Commission's recommendations; with the addition of a review of the Westwinds Right of Way to ensure project goes through the project area adequately and avoids the wetlands. Commissioner Bertoglio seconded the motion. Motion carried

Commissioner Bertoglio moved for approval of the Variance Change 20-1 with a setback of 500 feet from a residential Zoning District. Commissioner seconded the motion. Motion carried.

Public Comments:

Chairman Hendry opened the floor to Public Comments.

Sean O'Brien (Casper)

Hearing comments the floor was closed.

Commissioner Comments:

Chairman Hendry opened the floor to Commissioner Comments.

Hearing no further comments the floor was closed.

Adjournment:

There being no further business to come before the Board of Commissioners, Chairman Hendry adjourned the meeting at 8:37p.m.

Robert L. Hendry, Chairman

ATTEST:

NATRONA COUNTY CLERK

Tracy Good

Newspaper listing for Bills 5/27/2020 through 6/9/2020

140 vendors listed

Total: \$ 2,965,547.82

4IMPRINT INC \$361.02	INFORM DIAGNOSTICS INC \$580.00
71 CONSTRUCTION \$191.40	INFORMATION TECHNOLOGY \$39848.33
ABLE EQUIPT CO \$52772.00	JIVIDEN, KEN \$121.92
ACE HARDWARE \$89.71	KIESTER, JILL \$26.25
AFLAC PREMIUM HOLDING \$3197.26	LIFETIME HEALTH & FITNESS \$909.26
AGRICULTURE DEPARTMENT \$8130.65	LINCARE INC \$88.95
AIRGAS USA \$613.00	MERCER FAMILY RESOURCE CENTER \$20804.81
ALCOHOL & DRUG TESTING \$2558.40	MISSION COMMUNICATIONS \$1182.33
ALSCO \$384.99	MOTOROLA SOLUTIONS INC \$12611.68
AMAZON CAPITAL SVCS \$562.74	MTN STATES LITHOGRAPHING \$206.54
AMBI MAIL & MARKETING \$16291.94	MULLEN, ROBERT L \$75.00
ANIXTER \$349.64	NADA USED CAR GUIDE, A DIV OF JD POWER \$4390.00
ARROWHEAD HEATING \$167.00	NATIONAL TEST SYS \$1426.50
ASSESSOR \$48096.69	NC EMPLOYEE \$336294.30
ATLAS OFFICE PROD \$1251.27	NC TREASURER \$339936.68
AXIS FORENSIC TOXICOLOGY \$478.00	NC WEED & PEST \$25.00
B & B RUBBER STAMP SHOP \$34.16	NORCO SEATTLE \$4342.98
BENNETT, THOMAS L MD \$9000.00	ON THE HOOK \$2100.00
BLOEDORN LUMBER \$77.45	ORCHARD TRUST \$9869.44
BROWN LAW OFFICE P.C. \$5650.80	OUTPATIENT RADIOLOGY \$744.75
CA STATE DISBURSEMENT \$378.00	OVERHEAD DOOR CO \$180.00
CAPITAL BUSINESS SYS \$578.29	PEDEN'S INC \$72.00
CASPER- NC HEALTH DEPARTMENT \$58688.17	PRECISION DYNAMICS CORPORATION \$1039.97
CASTEEL II, ROBERT S \$5616.80	PROJECT LIFESAVER INTERNATIONAL \$1028.83
CENTRAL FAIR AND RODEO \$66480.49	PRONGHORN & WELDING FABRICATIONS \$5800.00
CENTURYLINK \$8990.36	PSI DIGITAL IMAGING SOLUTIONS \$8425.00
CHILD SUPPORT ENFORCEMENT \$53958.05	RICOH USA INC \$896.52
CIRCUIT COURT OF THE SEVENTH \$1447.63	RMI \$5740.40
CITY OF CASPER \$46.00	RMP \$1228.41
CIVICPLUS \$13798.81	ROAD & BRIDGE - LAKE \$26416.65
CLERK OF COURT/ADMINISTRATION \$43871.53	ROAD & BRIDGE/ADMINISTRATION \$70254.85
CLERK OF DISTRICT COURT \$7876.54	ROAD & BRIDGE/PARKS DEPT \$10323.10
CLERK/ADMINISTRATION \$61747.41	ROAD & BRIDGE/VEHICLE SVC \$16236.25
COCA-COLA BOTTLING CO \$188.75	SHAMROCK FOODS CO \$15611.87
COLETEN WRAY-ROSS \$100.00	SHERIFF/ADMINISTRATION \$287854.13
COLONIAL LIFE & ACCIDENT INS \$73.47	SHERIFF/COURTHOUSE SECURITY \$60739.00
COMMISSION/ADMINISTRATION \$10416.65	SHERIFF/EMERGENCY MANAGEMENT \$10610.00
COMMISSION/COUNTY ATTORNEY \$24331.93	SHERIFF/NEW JAIL \$444736.06
COMMISSION/COUNTY DEVELOPMENT \$36166.86	SILVA CEMENT WORKS \$2516.00
COMMISSIONER/ HR \$7083.34	SOURCE OFFICE & TECHNOLOGY \$740.67
COMMISSIONERS/MAINT. SALARIES \$26376.56	SPECIALIZED PATHOLOGY CONSULTANTS PC \$1475.00
COMMUNICATION TECHNOLOGIES INC \$7028.40	SPECTRUM \$1235.97
CONCORDANCE HEALTHCARE SOLUTIONS \$476.09	STERLING TALENT \$124.86
CONVERGEONE INC \$1357.80	STRYKER SALES CORPORATION \$16399.26
CORNERSTONE PROGRAMS CORP \$146861.00	SUTHERLANDS \$496.43
CORONER \$18093.42	TLC CLEANING \$800.00
COTTON, TIMOTHY C PC \$7470.96	TREASURER \$50031.45
COWBOY CHEMICAL \$676.95	UNITED STATES POSTAL SVC \$364.00
CRUM ELECTRIC SUPPLY CO \$67.68	UNITED WAY OF NC \$80.00
CST \$1928.40	US FOODS \$2251.44
DENNIS SUPPLY CO \$106.62	VERIZON \$1914.29
DEWITT WATER SYS \$385.00	VITAL RECORDS CONTROL (VRC) \$74.30
DISTAD, ERIC A \$3000.00	VOLIN, ANNE \$39.74
DRIVEN POWER SPORTS INC \$44.99	WARRIOR KIT SAFETY & SURVIVAL GEAR \$4507.70
DRUG COURT \$19122.03	WASHINGTON NATIONAL INS \$2133.30
DRUG TESTING SVCS NC \$126.00	WEAR PARTS INC \$11.80
E & F TOWING TRANS & RECOVERY \$9996.00	WESTERN SIGN & DESIGN \$810.00
EAGLE UNIFORM & SUPPLY CO \$1035.03	WESTERN WY LOCK & SAFE \$101.90
EMERGENCY MEDICAL PHYSICIANS \$919.00	WILLOUGHBY, PHILLIP T. \$8250.00
EXTENDATA \$596.42	WIMACTEL INC \$154.00
FEDERAL EXPRESS \$36.57	WOOD, CINDI ATTNY AT LAW \$5665.60
FERGUSON ENT #109 \$932.08	WSFP WESTERN STATES FIRE PROT. DBA \$2155.00
FIRST INTERSTATE BANK \$200.98	WY BEVERAGE INC \$270.00
FREMONT MOTOR CASPER INC \$32817.00	WY CHILD SUPPORT STATE DISBURSEMENT UNIT \$685.00
FUGRO USA LAND \$9672.62	WY DEPT. OF WORKFORCE SVC \$17154.03
GALLS \$303.12	WY MACHINERY CO \$14744.41

GRAINGER \$754.12
HARDEN, CHAD E \$5565.00
HEALTHSMART BENEFIT SOL \$960.00
ICMA RETIREMENT TRUST - 457 \$155.00

WY OFFICE PROD \$383.70
WY ORAL & MAXIOFACIAL SURGERY \$4465.00
WY RETIREMENT SYS \$233558.17
WY STEEL RECYCLING IRON & \$15.00

RESOLUTION 21-20

RESOLUTION ESTABLISHING CHANGE IN PRECINCT BOUNDARIES

WHEREAS, W.S. §22-7-102 sets out the procedure for the Board of County Commissioners of Natrona County, Wyoming to make changes to precinct boundaries within the county; and

WHEREAS, it is necessary to amend boundary lines to move the E1/2, Tracts 34 and 35, South Garden Creek Acres No. 2 Addition, Tracts 14-31, Inclusive, South Garden Creek Acres No. 2 Addition, and Tracts 1-10, and the South Portion of 11, South Garden Creek Acres Addition as included in the Casper Municipal Ordinance 34-19, from District/Precinct 9-1.6 to District/Precinct 1-9.3, and

WHEREAS, it is necessary to amend boundary lines to move the Green Valley Mobile Home Park, comprising 14 acres, more or less, as included in Casper Municipal Ordinance 26-19 from District/Precinct 2-8.4 to District/Precinct 2-8, and

WHEREAS, it is necessary to amend boundary lines to move portions of Sections 1, 2, 3, 10, 11, and 12, Township 33 North, Range 80 West, and portions of Sections 6 and 7, Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, as described in Mills Town Ordinance 741, from District/Precinct 8-2 to District/Precinct 8-1, District/Precinct 8-4 to District/Precinct 8-1.2, and District/Precinct 2-8.4 to District/Precinct 8-1.3, and

WHEREAS, these proposed changes were published for two consecutive weeks prior to finalization by the Board of County Commissioners at its regular June 2, 2020, and certified mailings were sent to the county chairperson of each political party; and

WHEREAS, the proposed changes meet the criteria of W.S. §22-7-103 that changes to precinct boundaries coincide with changes to the boundaries of the municipalities or wards therein, and meet the interest and convenience of the greatest number of electors, and have been recommended by Tracy Good, Natrona County Clerk.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of County Commissioners of Natrona County Wyoming, established the election districts as shown by the attached Polling Places, Natrona County, Wyoming” for this election year.

DATED this 16th day of June, 2020.

BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING

Robert L. Hendry, Chairman

ATTEST:

Tracy Good, County Clerk

Approved as to form:

Eric K. Nelson

MEMORANDUM OF UNDERSTANDING FOR FEMA REIMBURSEMENT DUE TO COVID

1. **PARTIES**. The parties to this Memorandum of Understanding ("MOU") are Natrona County ("Natrona County") and the Casper Natrona County Health Department ("CNCHD"), collectively referred to as "Agencies". The parties' respective contact information is:

Casper Natrona County Health Dept.
475 S Spruce
Casper, WY 82601

Natrona County
Natrona County Emergency Management
200 North Center St.
Casper, WY 82601

2. **PURPOSE OF MOU**. The purpose of this MOU is to provide one point of contact for the submission of a grant for the FEMA Public Assistance COVID-19 grant for the Agencies. Natrona County shall be the primary point of contact with FEMA.

3. **NATRONA COUNTY'S OBLIGATIONS.**

- A. Natrona County shall collect all requests and information necessary for reimbursement through the FEMA Covid-19 grant from the Agencies.
- B. Natrona County shall proceed to apply for one disbursement from FEMA on behalf of the Agencies.
- C. In the event that any specific cost is denied reimbursement by FEMA, Natrona County shall apprise the Agency of the rejection.
- D. Upon receipt of funds from FEMA, Natrona County shall account for said funds and disburse them to the Agencies as appropriate.

4. **Agencies' Obligations.**

- A. Each Agency shall supply such information as reasonably requested by Natrona County in order to submit requests for reimbursement to FEMA.
- B. Each Agency making a claim for funds shall submit such paperwork necessary for FEMA to determine eligibility.

5. **Effective Date and Term of MOU.** This MOU becomes effective upon the date of the last required signature. This MOU remains in effect for thirty-six (36) months or until all eligible funds have been disbursed by FEMA or until terminated by an Agency as indicated herein.

6. **Standard Provisions.**

- A. **Governmental Immunity.** No party waives and all parties specifically retain all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et seq., and all other immunity and the right to assert immunity and all other defenses.
- B. **Amendment.** Any change to this MOU must be in writing signed and dated by all parties.

- C. **Applicable Law and Venue.** The laws of the State of Wyoming govern the interpretation and enforcement of this MOU. The courts in the State of Wyoming have jurisdiction over this MOU and the parties. A court in Natrona County, Wyoming is the proper venue for any legal action involving this MOU.
- D. **Assignment and Collateral.** The parties will not assign, transfer any right, or delegate any responsibility of this MOU nor use this MOU as collateral without prior written consent of the other party.
- E. **Audit.** If one party authorizes an audit that includes this MOU, the other party will cooperate with the auditor and provide its records related to this MOU to the auditor as requested.
- F. **Conflict of Interest.** The parties will not engage in any activity which could result in a conflict of interest or the appearance of a conflict of interest related to this MOU.
- G. **Entire MOU.** This three page document contains the entire agreement between the parties regarding the subject of this MOU and supersede all prior written and oral communications.
- H. **Force Majeure.** A party will not be liable for failure to perform in accordance with this MOU if such failure to perform arises out of a cause beyond the party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, an act of a public enemy, epidemic disease, earthquake, fire, flood, freight embargo, quarantine, and unusually severe weather. This provision is effective only if the nonperforming party takes reasonable steps to minimize effects of its nonperformance.
- I. **Headings.** Headings in this MOU are for reference only and are not to be used to construe any part of this MOU.
- J. **Indemnification.** Each party is responsible for liability arising from its own conduct and associated legal fees, costs, and damages. No party indemnifies the other.
- Q. **Independent Entity.** Each party is an independent entity and solely responsible for its own actions, debts, and other liabilities. Neither party will incur any debt or other liability on behalf of the other party. Each party will determine the means and manner of its performance under this MOU.
- K. **Notice.** A party will give notice to the other party by certified mail sent to the respective address given in this MOU or by an email acknowledged by a director, supervisor, or official of the non-sending party.
- L. **Signature.** Each person signing below is authorized to sign this MOU on behalf of her/his entity.
- M. **Termination.**
- i. **Notice.** Any party may withdraw from this MOU upon 30 days' notice to Natrona County and other Agencies. Upon a request by a majority of participating Agencies to terminate this agreement, the Agreement shall terminate immediately and all monies shall be returned to the depositing Agency.

- N. **Third Party Beneficiary.** The parties do not intend this MOU to create any third party beneficiary.
- O. **Time.** Time is of the essence in performance of this MOU.
- P. **Waiver.** If a party waives a breach by the other party of a provision of this MOU, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach does not constitute a waiver.

Each party to this MOU, through its undersigned authorized representative(s), agrees to the provisions in this MOU.

Casper Natrona County Health Department

Anna M. Krider, M.S. OTR/L Executive Director

Attest

Sammy Smith

**THE BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING**

Robert L. Hendry, Chairman

Attest:

Tracy Good, County Clerk

Approved as to form:

Natrona County Attorney



Natrona County Parks Department

538 SW Wyo Blvd
PO Drawer 848
Mills, WY 82644
(307) 235-9325; 265-2743 (f)

June 3, 2020

Natrona County Board of Commissioners
200 North Center Street
Casper, Wyoming 82601

Subject: *Bridle Trail Improvements, Award Recommendations*

Chairman Hendry:

On May 28, 2020 two bids were received from 383 Const. and Grizzly Excavation & Construction on the above referenced project. 383 Construction submitted a bid of \$81,500.00.

Both bids reviewed were correct and responsive. Attached is a copy of the bid tabulation summary for your review.

I recommend awarding 383 Const. the contract for this project for the bid amount of \$81,500.00

Sincerely
Timothy D. Petrea CPRP
Director
Parks Recreation and Leisure Services
Natrona County



CASPER
200 PRONGHORN
CASPER, WY 82601
P: 307-266-2524

June 1, 2020

Natrona County Board of Commissioners
200 North Center Street
Casper, Wyoming 82601

RE: *Bridle Trail Improvements, Award Recommendations*

Chairman Hendry:

On May 28, 2020 two bids were received from 383 Const. and Grizzly Excavation & Construction on the above referenced project. 383 Construction submitted a bid of \$81,500.00.

Both bids reviewed were correct and responsive. Attached is a copy of the bid tabulation summary for your review. We recommend awarding 383 Const. the contract for this project for the bid amount of \$81,500.00.

Enclosed with this letter is the *Notice of Award* I have prepared for your signature. Please sign and return to me and I will deliver to the contractor.

Please contact me with any questions.

Sincerely,
WLC Engineering, Surveying, and Planning

Matt Williams, P.E.
Project Manager

Encl.

CHEYENNE

RAWLINS

DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

BID TABULATION 5/28/20
Natrona Co.--Bridle Trail Improvements

ITEM	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST	HOJUT/383 CONST		GRIZZLY CONSTRUCTION	
					UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
MOBILIZATION	LS	1	\$5,000.00	\$5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00
MISCELLANEOUS FORCE ACCOUNT	FA	2500	\$1.00	\$2,500.00	\$ 1.00	\$ 2,500.00	\$ 1.00	\$ 2,500.00
UNCLASSIFIED EXCAVATION	LS	1	\$15,000.00	\$15,000.00	\$ 56,880.00	\$ 56,880.00	\$ 94,500.00	\$ 94,500.00
4' ROAD W-BASE	SY	280	\$40.00	\$11,200.00	\$ 10.50	\$ 2,940.00	\$ 24.00	\$ 6,720.00
RETAINING WALL WITH HANDRAIL	LF	110	\$485.00	\$53,350.00	\$ 38.00	\$ 4,180.00	\$ 261.00	\$ 28,710.00
RECLAMATION	LS	1	\$2,500.00	\$2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 6,200.00	\$ 6,200.00
				\$89,550.00	\$	\$ 81,500.00	\$	\$ 147,630.00

NOTICE OF AWARD

TO: 383 Construction
(Bidder)

Dated: June 1, 2020

ADDRESS: PO Box 1613, Douglas, WY 82633

CONTRACT: Bridle Trail Improvements

PROJECT: Bridle Trail Improvements

OWNER'S CONTRACT NO.: N/A

You are notified that your bid dated May 28, 2020 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for **Bridle Trail Improvements**

(indicate total work, alternates or sections or work awarded)

The Contract Price of your contract is *Eighty-one Thousand, Five Hundred Dollars and Zero Cents (\$81,500.00)*

(Insert appropriate data if unit prices are used. Change language for cost-plus contracts.)

3 copies of each of the proposed Contract Documents (except drawings) accompany this Notice of Award. 3 sets of the drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, that is by July 1, 2020

1. Deliver to Owner fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature on (X)].

2. (List other conditions precedent).
Provide **three (3)** copies each of the Certificates of Insurance listing the Owner and the Engineer as additional insured; Worker's Compensation Coverage; and Unemployment Insurance Coverage; Performance and Payment Bonds

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

Natrona County Board of Commissioners
(Owner)

By: _____

Chairman
(Title)

Copy to ENGINEER
(Use Certified Mail,
Return Receipt Requested)

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the Board of Natrona County Commissioners Natrona hereinafter referred to as the "Owner," and _____, hereinafter referred to as the "Contractor."

WHEREAS, the Natrona County Road and Bridge Dept. is desirous of installing new road base and drainage improvements on Coates Road; and,

WHEREAS, _____, is able and willing to provide those services specified as **Bridle Trail Improvements**.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for completion of the **Bridle Trail Improvements** hereinafter referred to as the "Work".

The "Work" is described as the INSTALLATION OF APPROXIMATELY 280 SY ROAD BASE, UNCLASSIFIED EXCAVATION, RETAINING WALL CONSTRUCTION AND RECLAMATION.

ARTICLE 2. ENGINEER.

The Project has been designed by WLC Engineering, Surveying, and Planning, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion shall include all Work required to make the project operational for its intended use including all, grading, retaining wall construction and seeding.
- 3.2 The Work will be substantially completed by September 30, 2020, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions by October 15, 2020.
- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly,

instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Seven Hundred and Fifty Dollars (\$750) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of _____ **Dollars** (\$ _____), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

- 5.1 Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made so the current retainage is equal to ten percent (10%) of the Work complete
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Contractor may request that the Owner withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price with approval of the Project Engineer.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety percent (90%) of the Work completed. Owner shall withhold five percent (10%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment. The Contractor may request that the Owner only withhold such amounts necessary so the total retainage is

equal to five percent (5%) of the Total Contract Price with approval of the Project Engineer.

- 5.1.4 Should amounts owed by the Contractor to the County for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the County's general credit policy, those amounts may be deducted from the payment being made by the County to the Contractor pursuant to this agreement.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to Natrona County Board of Commissioners. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of

the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Addenda No. _____.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 Technical Specifications.
- 8.10 Notice of Award.
- 8.11 Notice to Proceed.
- 8.12 Minutes of Pre-Bid Conference, if any.
- 8.13 Contract Drawings, consisting of 7 sheets, with the sheet bearing the following general title: **Bridle Trail Improvements.**
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.

8.16 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

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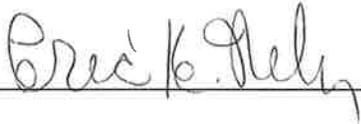
ARTICLE 10. GOVERNMENTAL CLAIMS ACT

The Owner 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. The Owner specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this _____ day of _____, 2020.

APPROVED AS TO FORM:
(Bridle Trail Improvements)



CONTRACTOR:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:
NATRONA COUNTY BOARD OF
COUNTY COMMISSIONERS

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

**CONTRACT BETWEEN THE WYOMING DEPARTMENT OF FAMILY SERVICES,
CHILD SUPPORT PROGRAM AND
NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS**

1. **Parties.** The parties to this Contract are the Wyoming Department of Family Services, Child Support Program (Agency), whose address is: 2300 Capitol Avenue, Hathaway Building, 5th Floor, Suite C, Cheyenne, Wyoming 82002, and Natrona County Board of County Commissioners, (Natrona County), whose address is: 201 North David Street, 5th Floor, Casper, Wyoming 82601.

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which Natrona County shall provide a child support program in full compliance with Title IV-D of the Social Security Act, 42 U.S.C. 561 *et seq.* (Title IV-D) and federal law in the Fifth Judicial District. The child support program shall provide effective and efficient operations of the Title IV-D program which included but are not limited to: child support enforcement services to collect child support and medical support, locating absent parents, establishing paternity, establishing child support orders, modifying existing orders for both Wyoming and intergovernmental cases. This Contract is entered into pursuant to Wyo. Stat. § 20-6-106.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2020 or the Effective Date, whichever is later, through June 30, 2022. All services shall be completed during this term.

4. **Payment.**
 - A. The Agency agrees to pay Natrona County for the services described in Section 5 below. Total payment under this Contract shall not exceed two million, sixty-two thousand, eight hundred four dollars and sixty-five cents (\$2,062,804.65), including travel based on Natrona County's operating budget, which is incorporated herein by this reference. Payment shall be made after submission of monthly invoice in advance of services, pursuant to Wyo. Stat. § 16-6-602. Natrona County shall submit invoices to ensure that payments may be made in conformance with this Contract.

 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should Natrona County fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as Natrona County performs its duties and responsibilities to the satisfaction of the Agency.

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

- D. Natrona County office rent increases shall be agreed upon between the parties through amendment to the Contract upon documentation of the rent increase issued by the landlord and upon approval of the Agency.
- E. This Contract is funded with state general funds and federal Title IV-D funds, CFDA #93.563.

5. **Responsibilities of Natrona County.** Natrona County agrees to:

- A. Operate a child support program under the direction and supervision of the Agency in the Seventh Judicial District, according to Title IV-D and pursuant to Wyo. Stat. § 20-6-106. Natrona County is established for the purpose of carrying out that responsibility on a regional basis. Cooperation has been established between Natrona County and the State pursuant to Wyo. Stat. § 16-1-101.
- B. Operate the existing child support program in the judicial district and fully comply with the provisions of federal and state laws, Title IV-D, 45 CFR Chapter III, State promulgated rules, and State policy. Natrona County shall be responsible and accountable for the proper operation of such program for all ongoing and backlogged cases.
- C. Operate a child support program that fully complies with standards set forth in the Code of Federal Regulations (CFR). All state audits and reviews shall be conducted under the standards set forth in the CFR. Failure to comply with the requirements of the CFR may result in Contract termination. Natrona County shall, on its own initiative and at its own cost, keep fully informed about all federal and state laws, all local by-laws, regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or Natrona County that in any way affects those engaged or employed in child support enforcement, or in any way affects the conduct of child support enforcement.
- D. Upon the effective date of this Contract, continue working all cases located in the Seventh Judicial District.
- E. Employ a qualified full-time district manager experienced in customer service, community relations, case management, personnel actions, general welfare programs, administration management, fiscal management, contract management, Title IV-D requirements, provisions of federal and state laws, CFR, state promulgated rules and procedures, state policy, and state administration in all aspects of child support enforcement requirements. The district manager shall be on site for the duration of this Contract except for temporary absences of short duration. Natrona County, as opposed to the State of Wyoming, shall ensure the district manager is properly insured and protected against personal liability as relates to personnel and supervisory responsibilities.

- F.** Ensure the District Manager or a representative attends Agency meetings when requested. Unless urgency dictates, the Agency shall normally provide a two (2) week notice of required meetings.
- G.** Ensure that Natrona County's district manager shall oversee the enforcement of this Contract on a day-to-day basis and shall be responsible for the following:
 - (i)** Maintaining and improving the existing child support program at the district level which complies fully with the provisions of federal and state laws and Title IV-D, as amended, Title 45 of the Code of Federal Regulations (CFR), both incorporated herein by reference, and be responsible and accountable for the proper operation of such program for all cases;
 - (ii)** Administering case management services by adhering to all of the requirements provided in the laws, regulations, rules, plans, policies and requirements cited within the Contract;
 - (iii)** Retaining all case files for three (3) years after closure and then destroying them in accordance with the Internal Revenue Service (IRS) Publication 1075.
- H.** If a Natrona County attorney resigns or is terminated or has his or her status as a Special Assistant Attorney General terminated or revoked, obtain the approval of the Wyoming Attorney General's Office, through the Agency, before hiring a new attorney to represent the State in IV-D matters.
- I.** Natrona County employees shall become members of committees and participate in special projects and information research at the request of the Agency.
- J.** Represent the Agency in judicial and administrative hearings and carry out the Agency responsibilities in matters of child support enforcement in all cases governed by Title IV-D. Natrona County shall vigorously advocate the interests of the Agency consistent with provisions of the Wyoming Code of Professional Responsibility. Natrona County shall notify the Agency of any judicial or administrative decision or settlement agreement that adversely affects the Agency interests within two (2) business days of judicial decision or settlement agreement. Natrona County agrees not to enter into any settlement that results in loss of revenue to the Agency, without consent of the Agency. The Agency may request Natrona County's assistance in the preparation of an appeal.
- K.** Accept case referrals from the Agency, other state or territory agencies, international jurisdictions and tribal child support programs. Natrona County shall provide online application information or form to any caretaker or noncustodial parent of a child who desires Title IV-D services.

- L. Use the Parental Obligation System for Support Enforcement (POSSE) as the exclusive computer system for all child support operations and input necessary data as directed by the Agency.
- M. Have the sole responsibility of automation and software determined by Natrona County to be necessary to perform Natrona County's obligations under this Contract, outside of that provided by the Agency. Software that is not necessary to perform Natrona County's obligations under this Contract shall not be installed on any POSSE child support computer without the approval of the Agency. Natrona County shall only use computers and printers, provided by the Agency. Telecommunication requirements shall be coordinated through the Agency prior to implementation to ensure continuity of service. Natrona County-installed software shall not require any change or modification to state-furnished hardware or software. Installed software shall not interfere with state network operation. Natrona County shall coordinate with the Agency with regard to copier purchasing or leasing.
- N. Coordinate with the Agency to ensure all state-purchased property is properly placed on state inventory records. Natrona County shall inventory all state-purchased property on an annual basis and provide a copy of the inventory to the Agency. No computer equipment, furniture, or other items necessary to provide services performed under this Contract shall be moved or transferred to any other office without obtaining permission from the Agency. All state-purchased equipment shall be returned to the Agency's physical control upon termination of this Contract. Formal inventory by at least one (1) official of Natrona County and one (1) official of the Agency shall be jointly conducted to ensure all inventoried equipment is identified for return to the state. Each official shall sign the state record of inventory verifying all equipment is in Natrona County's possession.
- O. Establish and maintain complete, organized physical case files, until electronic document imaging is complete, in addition to those records maintained on POSSE for all referrals and other applications for Title IV-D services and in accordance with Agency policy. Natrona County shall use the files solely for child support purposes and safeguard the files as provided for in federal and state laws and in IRS regulations pertaining to confidentiality.
- P. Review all cases and assign cases into appropriate case management categories as agreed upon between Natrona County and the Agency.
- Q. Provide excellent customer service within all normal business hours and answer questions including, but not limited to the child support program and the collection and distribution of support payments. Natrona County shall only communicate with the parties to child support cases regarding specific case information if the parties provide a written statement authorizing Natrona County to communicate with someone else. Natrona County shall be

responsive to customer questions and needs in a timely and friendly manner. Natrona County shall refer all inquiries not directly related to the child support program to the appropriate agency or field office.

- R. Participate in any initiatives the Agency requests Natrona County to participate in. These initiatives include but are not limited to Motivational Interviewing and the Work Initiative Network (WIN).
- S. Ensure complaint procedures are conspicuously posted for customer reference. Natrona County shall work diligently to resolve customer complaints on a local district level. Natrona County shall ensure complaint handling is expedient, addresses each part of a complaint, provides factual information for the complainant, and is addressed in a manner understood by the complainant. Natrona County shall provide a monthly detailed report of complaints to the state IV-D Director. Ongoing complaints could be a basis for the Agency to request a corrective action plan.
- T. Follow Agency complaint policy and procedures.
- U. File all support orders with the appropriate Clerk of District Court.
- V. Close Title IV-D cases according to 45 CFR 303.11.
- W. Provide training for its staff which shall include training on the technical, operational and communications skills necessary for performing job duties. Training shall include the following areas: employee orientation, technical operations, customer service, fundamentals of child support and case management.
- X. Comply with the CFR regarding hospital-based programs in establishing paternity at the time of a child's birth. Natrona County shall contact all birthing hospitals within the judicial district of Natrona County and make initial contact with hospital administrators; provide an overview of in-hospital paternity establishment as presented by the Federal Office of Child Support Enforcement; provide training on use of state forms; and provide an on-going liaison to assist hospitals in developing formal in-hospital paternity establishment programs.
- Y. Consult with the Agency and obtain written approval for any settlements of state's arrears in accordance with Agency policy.
- Z. Refer cases of suspected fraud related to retained child support and receipt of public assistance to the Agency Eligibility Integrity Unit.
- AA. Cooperate fully with any data collection and evaluation activities required by the Agency regarding services performed under this Contract.

- BB.** Secure relevant information and file a proof of claim with the bankruptcy court on behalf of the Agency when Natrona County receives notice an obligor has filed a bankruptcy petition. Natrona County shall represent the Agency in lien foreclosure actions and obtain relief from automatic stays in bankruptcy proceedings where appropriate. All actions must be filed in a timely manner as specified in law and required by the court.
- CC.** Provide and maintain clean and welcoming offices.
- DD.** Maintain strict standards of confidentiality and physical security of records in accordance with federal and state laws. Any information provided by the Agency relative to applicants or recipients of public assistance is to be used only for the administration of this Contract or in any investigation, prosecution or criminal or civil proceeding conducted pursuant to this Contract. Natrona County shall provide safeguards to restrict the use or disclosure of any information concerning such applicants or recipients for purposes stated in this section. The safeguards provided shall prohibit disclosure of any information on child support applicants or recipients that identifies their name or address. Federal and state tax-related information shall be treated as confidential and shall be used solely for purposes of administering the child support program.
- EE.** Ensure that personnel with authorized access to tax information shall complete the IRS Security training on safeguarding Federal Tax Information (FTI) annually and forward any necessary documents to the Agency state office within 30 (days) of a request.
- FF.** Ensure that Natrona County's employees shall not access any database or system with other state agencies or entities for any purpose not directly related to the performance of this Contract.
- GG.** Ensure services are available and provided within time frames prescribed by federal and state law, state promulgated rules and procedures, state policy, CFR, and subsequent policy issued by the Federal Office of Child Support Enforcement, for all applicable Title IV-D cases. These services shall include:
- (i) Intake. Activities associated with initial child support case opening activities include providing and accepting applications for service, establishment of necessary case information on POSSE, and verification of information. In all cases involving the application for public assistance, Natrona County shall provide an intake interview with the applicant and shall determine whether the applicant has cooperated with the child support program sufficiently to receive a public assistance grant.
 - (ii) Location. Natrona County shall verify a residence or employer address where the noncustodial parent may be served or where mail can be sent, if different. Natrona County shall utilize local, state, and federal locate

resources. Location efforts include assisting the Agency in locating noncustodial parents for other jurisdictions.

- (iii) Establishing Paternity, Child Support, and Medical Support Obligations. Natrona County shall use appropriate legal remedies to secure court orders of paternity, child support, and medical support. In any contested action by the alleged father, a request for paternity testing shall be filed. In attempts to establish a legal obligation to support, Natrona County shall petition for support in accordance with the state child support guidelines and shall petition for a specific amount due per month. Petitions must also include a request for the immediate use of income withholding on all new support orders. Natrona County shall also petition the court to establish a legal obligation for medical support of the child in the form of health insurance in every case if the child does not have medical insurance other than Medicaid.
- (iv) Enforcement. Natrona County shall use all appropriate legal remedies to enforce all orders of child and medical support including spousal support when it is contained in the same order with child support and the child due the child support continues to reside with the parent due the spousal support. Enforcement remedies to be utilized shall include, but not be limited to: income withholding on all new and modified orders as well as cases with delinquencies, use of the federally required National Medical Support Notice, contempt proceedings, attachment of assets, garnishments, liens, bonds, execution on judgments, license suspension, IRS full collection services, and submittal of information to the Agency for federal prosecution.
- (v) Review and Modification of Orders. Natrona County shall conduct reviews for modification for changes in the amount of the support order according to federal regulations, state law and state policy. All petitions to modify orders, if not so ordered, shall include a request for income withholding, medical support and any outstanding arrearages.
- (vi) Medical Support. Natrona County shall petition for medical support including health insurance. Natrona County shall gather health insurance information regarding the noncustodial parent's and custodial parent's health insurance policies, provide such information as appropriate to the custodial parent, enforce orders for medical support, and request insurance providers notify Natrona County and the Clerk of the District Court if coverage is dropped. Natrona County shall pursue recovery of medical arrears as required by the Agency.
- (vii) Provision of Services in Intergovernmental Title IV-D Cases. Natrona County shall comply with requirements of 45 CFR 303.7(b) & (c) and all revisions, and the Uniform Interstate Family Support Act, Wyo. Stat. § 20-4-139 et seq. when initiating interstate Title IV-D cases and in cases where

Wyoming is the responding state.

- HH.** Acknowledge that no attorney-client relationship shall exist between Natrona County or Natrona County's employees and an applicant/recipient of Title IV-D services, a child, a custodial or noncustodial parent, or an alleged father.
- II.** Provide a corrective action plan within sixty (60) business days of the date of any letter from the Agency specifying a program deficiency, and take necessary corrective action within ninety (90) business days of the date of any letter from the Agency specifying a program deficiency. Any corrective action plan requiring more than ninety (90) business days to implement must be approved by the Agency. Any corrective action plan determined unacceptable by the Agency shall be revised by Natrona County within fifteen (15) business days of receiving notification from the Agency of any unacceptable corrective action plan.
- JJ.** Upon termination of this Contract, return or transfer all physical and automated files and property purchased under this Contract to the Agency or an Agency-directed agency. In cases of Contract termination and subsequent Contract award, Natrona County shall provide a written transition plan to the Agency for approval by the Agency.
- KK.** Maintain the following minimum information in all case files:
 - (i)** Referral or application document;
 - (ii)** Copies of all correspondence, evidence and legal documentation; and
 - (iii)** Copies of all pleadings, stipulations, court orders, and communication with either parent, Agency or other states.
- LL.** Enter data into POSSE, which shall include recording of any contact with the IV-D customer or intergovernmental agency, including date, reason and outcome of contact and the recording of any intergovernmental activity including dates and outcomes of actions or contact.
- MM.** Establish and maintain professional working relationships with Agency, the judiciary, Clerks of District Court (CDC), district/Natrona County prosecuting attorneys, local field offices and all stakeholders involved in child support enforcement activities.
- NN.** Unless transmitted through the CDC office or the State Disbursement Unit, collect and remit to the state any fees required to be charged under federal or state law, regulation or policy.
- OO.** Provide monthly reports to the Agency detailing all expenditures incurred by Natrona County.

- PP. Obtain advance, written approval, from the Agency's IV-D Director or Financial Services Administrator before the purchase of any single equipment item at a cost exceeding five hundred dollars (\$500.00).
- QQ. Acknowledge that, if the Attorney General's Office communicates with Natrona County's attorney regarding an issue or matter relating to special assistant attorney general status, the Deputy Attorney General shall notify Natrona County's Agreement executive. If Natrona County seeks to have its attorney appointed as a Special Assistant Attorney General, it shall make a request in writing to the IV-D Director, who shall coordinate said appointment with the Attorney General's Office.

6. **Performance Definitions and Provisions.**

- A. **Performance-Based Contract.** This Contract is a performance-based agreement. Performance standards shall be measured by judicial district, unless otherwise specified below.
- B. **Measure of Performance.** Performance under this Contract shall be measured by reasonable progress, unless otherwise specified below. Reasonable progress is defined as any positive increase from the baseline number in each of the performance measure categories.
- C. **Baseline Numbers.** Agency shall establish a baseline to implement performance standards for State Fiscal Year (SFY) 2021 using data from SFY 2020 as reported from July 1, 2019 through June 30, 2021, and for SFY 2022 using data from SFY 2021 as reported from July 1, 2021 to June 30, 2022. The baseline shall be Natrona County's performance measure in each performance category as reported by the state office using performance calculations from POSSE.
- D. **Measurement Periods.** Contract performance shall be measured by performance standards on a quarterly basis for Paternity Establishment, Title IV-D Cases with Child Support Orders Established and Current Child Support Distributed, and on an annual basis for Cases Paying Toward Arrearages and Cost Effectiveness.

7. **Failure to Meet Performance Standards.**

- A. **Notice of Failure to Meet Performance Measures.** Agency shall notify Natrona County within thirty (30) days of the end of the previous quarter or the end of the previous state fiscal year, depending on period of measure for each performance measure, as to the need for any corrective action plan. Notice shall be provided to Natrona County in writing specifying the areas in which a corrective action plan is necessary.

- B. Failure to Meet Performance Measures.** Natrona County shall provide a corrective action plan within thirty (30) days of the notice from Agency that there has been a failure to meet any performance measure and Natrona County is below the goal listed in the performance measure. The cases paying towards arrears and cost effectiveness performance measures shall be measured annually and a corrective action plan shall be made a part of any subsequent Contract.

8. Natrona County Performance Standards.

- A. Paternity Establishment.** This performance standard shall be measured by the total number of children in open Title IV-D cases with paternity established or acknowledged in the judicial district divided by the total number of children in open Title IV-D cases who were born out of wedlock in the judicial district. Natrona County shall make reasonable progress toward achieving at least ninety percent (90%) of open Title IV-D cases with paternity established or acknowledged
- B. Title IV-D Cases with Child Support Orders Established.** This performance standard shall be measured by the total number of open Title IV-D cases with child support orders established in the judicial district divided by the total number of open Title IV-D cases in the judicial district. Natrona County shall make reasonable progress toward achieving at least eighty percent (80%) of child support orders established.
- C. Current Child Support Distributed.** This performance standard shall be measured by the total amount of Current child support distributed on Title IV-D cases in the judicial district divided by the total amount of current child support due on Title IV- D cases in the judicial district. Natrona County shall make reasonable progress toward achieving at least eighty percent (80%) Current child support distributed.
- D. Cases Paying Toward Arrearages.** The review period for this performance standard shall be the state fiscal year. This performance standard shall be measured by the total number of open Title IV-D cases in which past-due child support was collected in the judicial district divided by the total number of open Title IV-D cases with child support arrearages due in the judicial district. Natrona County shall make reasonable progress toward achieving at least eighty percent (80%) open Title IV-D cases paying child support arrearages.
- E. Cost Effectiveness.** This performance standard measures the cost effectiveness of Natrona County's collection of child support payments and shall be measured by the annual amount of Title IV-D collections in the judicial district divided by the annual amount of payment to Natrona County under this Contract. Natrona County shall maintain a cost effectiveness measure of at least five dollars (\$5.00) collected for every one dollar (\$1.00) spent.

9. **Responsibilities of Agency.** Agency is the single state Agency charged with administration of the child support enforcement plan and program under Title IV-D in the State of Wyoming, pursuant to Wyo. Stat. § 20-6-106. Federal regulations and the Title IV-D State Plan generally prescribe the methods and procedures for implementing and carrying out the program. Any reference in this agreement to Title IV-D is intended as a reference to implementing materials, as well as the Act, unless a contrary intention is clear. The Agency agrees to:
- A. Pay Natrona County in accordance with Section 4 above.
 - B. Be responsible for administration of the State Plan and supervising and directing Natrona County's administration of child support services.
 - C. Acknowledge that the Personal Responsibility Work Opportunity Reconciliation Act of 1996 (Public Law 104-193) requires Agency to have in effect a single statewide operational automated data processing and information retrieval system which is able to monitor, account for and control, on a statewide basis, all the support establishment, enforcement, review and modification, paternity establishment, medical support and collections data within the state for inclusion in a Agency case registry. Agency shall deliver training and support to Natrona County for Agency's enhancement to the operation and maintenance of cases on POSSE.
 - D. Provide Natrona County with current, updated, accurate and verifiable performance percentages on a quarterly basis.
 - E. Reimbursement Natrona County for all costs related to filing fees, service of process fees, genetic testing services, clerk of district court copies, appellate fees, reporting fees, transcript fees, court reporter fees and other agreed direct costs associated with case processing which are requested by Natrona County in compliance with Agency directives and upon proper documentation and submittal of invoice. All invoices shall clearly indicate the Title IV-D case number, name of the noncustodial and custodial parent, description of service(s) rendered and signed by an authorized person. Reimbursement of these costs is in addition to the Contract total in Section 4.A, above.
 - F. Provide and maintain all computers used for child support enforcement program purposes, hardware and software that comply with Agency standards and that are required for the child support enforcement program , connectivity to the state POSSE system and the network for connectivity necessary for the use of the state POSSE system .
 - G. Approve or disapprove of requests for purchases over five hundred dollars (\$500.00) within five (5) working days.
 - H. Take every effort to assist in the increase of collections and the sustainability of

POSSE.

10. **Special Provisions.**

- A. **Assumption of Risk.** Natrona County shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Natrona County's failure to comply with state or federal requirements. The Agency shall notify Natrona County of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Natrona County agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Natrona County certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Natrona County breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. **Limitations on Lobbying Activities.** By signing this Contract, Natrona County certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Natrona County or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, 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 Natrona County or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and

consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.

- G. Nondiscrimination.** Natrona County shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for Natrona County and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Contract, Natrona County certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Natrona County agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- K. Administration of Federal Funds.** Natrona County agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Natrona County acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or

otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Natrona County purchases ownership using funds awarded under this Contract. Natrona County must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.

- M. Federal Audit Requirements.** Natrona County agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Natrona County agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, Natrona County shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification.** Natrona County hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Natrona County should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- O. Program Income.** Natrona County shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.
- P. Natrona County's Employees Requirements.** In performance of this Contract, Natrona County agrees to comply with and assume responsibility for compliance by their employees with the following requirements:
- (i) All work will be done under the supervision of Natrona County or their employees.
 - (ii) Natrona County and Natrona County's employees with access to or who use federal tax information shall meet the background check requirements defined in the IRS Publication 1075.
 - (ii) Any Federal returns or return information (returns or return information) made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the

performance of this Contract. Disclosure to anyone other than an officer or employee of Natrona County will be prohibited.

- (iii) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (iv) No work involving Federal tax information furnished under this agreement will be subcontracted without prior written approval of the IRS.
- (v) The Agency will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.
- (vi) The Agency will have the right to void the Contract if Natrona County fails to provide the safeguards described above.

Q. Criminal/Civil Sanctions.

- (i) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as five thousand dollars (\$5,000.00) or imprisonment for as long as five years, or both, together with the costs of prosecution. Such a person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than one thousand dollars (\$1,000.00) with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)1.
- (ii) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as one thousand dollars (\$1,000.00) or imprisonment for as

long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of one thousand dollars (\$1,000.00) for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

- (iii) Additionally, it is incumbent upon Natrona County to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of Natrona County, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than five thousand dollars (\$5,000.00).
- (iv) Granting a contractor access to FTI shall be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors shall maintain their authorization to access FTI through annual recertification. The initial certification and recertification shall be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see IRS Publication 1075, Exhibit 4, Sanctions for Unauthorized Disclosure and Exhibit 5, Civil Damages for Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter shall also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10 of IRS publication 1075) For both the initial certification and the annual certification, Natrona County should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

- R. Inspection.** The IRS and the Agency, with twenty-four (24) hour notice, shall have the right to send its inspectors into the offices and plants of Natrona County to inspect facilities and operations performing any work with FTI under this

contract for compliance requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that have access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where Natrona County is found to be noncompliant with contract safeguards.

11. 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. Natrona County shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of Natrona County which are pertinent to this Contract.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify Natrona County at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to

other contractors for work related to this Contract. Natrona County shall cooperate fully with other contractors and the Agency in all such cases.

- G. Compliance with Laws.** Natrona County shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by Natrona County in the performance of this Contract shall be kept confidential by Natrona County unless written permission is granted by the Agency for its release. If and when Natrona County receives a request for information subject to this Contract, Natrona County shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Contract.** This Contract, consisting twenty-two (22) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- J. Ethics.** Natrona County shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Natrona County's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. 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.** Natrona County shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, Natrona County shall be free from control or direction over the details of the performance of services under this Contract. Natrona County shall assume sole responsibility for any debts or liabilities that may be incurred by Natrona County in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing Natrona County or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. Natrona County agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will insure to the benefit of Natrona County or Natrona County's agents or employees as a result of this Contract.
- O. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by Natrona County in the performance of this Contract. Upon termination of services, for any reason, Natrona County agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Patent or Copyright Protection.** Natrona County recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by Natrona County or its subcontractors will violate any such restriction. Natrona County shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

- S. Insurance Requirements.** Natrona County is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- T. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and Natrona County expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. Taxes.** Natrona County shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if Natrona County fails to perform in accordance with the terms of this Contract.
- X. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- Y. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

- AA. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- BB. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by Natrona County of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

12. **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:

The Wyoming Department of Family Services, Child Support Program

Korin A. Schmidt, Director

Date

Kristie Arneson
Economic Security Senior Administrator

Date

NATRONA COUNTY:

Natrona County Board of County Commissioners

Rob Hendry, Chairman

Date

Natrona County Attorney



Eric Nelson, Attorney

6-15-2020
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



f: _____
Margaret A.R. Schwartz
Assistant Attorney General

6/15/2020
Date



Customer Name: **NATRONA COUNTY - WY**
 Order #: **Q-00997114**
 Order Generation Date: **5/27/2020 5:46:00 AM**
 Cutoff/Expiration Date: **7/11/2020**
 Currency: **USD**

Customer Information	Account Information	Prepared By
Name: NATRONA COUNTY - WY Primary Contact: Eileen Hill Primary Contact Phone: Primary Contact Email: ehill@natronacounty-wy.gov Billing Contact: Billing Contact Phone: Billing Contact Email:	BPID: 608373 Billing Account: Billing Address: Contract ID#: New (Internal Use Only)	Name: Ellen Scott Phone: Email: ellen.c.scott@centurylink.com

Order

*Missing Coroner @
6550 W. 10th RD*

Pricing Table

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
Fiber+ Enterprise Data	1	200 N CENTER ST CASPER WY 82601	IQ Networking Port - Private	Standard 500M Months credited: 2 Months	60 Months	\$755.00	\$500.00	\$425.00
Building Extension	1		Building Extension		60 Months	\$0.00	\$0.00	
	1		Business Essentials - Standard	Includes 20 Licenses	60 Months	\$0.00	\$0.00	
Fiber+ Enterprise Data	1	555 N ROBERTSON RD CASPER WY 82604	IQ Networking Port - Private	Standard 100M	60 Months	\$585.00	\$500.00	\$450.00
Building Extension	1		Building Extension		60 Months	\$0.00	\$0.00	
	1		Business Essentials - Standard	Includes 20 Licenses	60 Months	\$0.00	\$0.00	
Fiber+ Enterprise Data	1	1100 BRUCE LN CASPER WY 82601	IQ Networking Port - Private	Standard 100M	60 Months	\$585.00	\$500.00	\$450.00
Building Extension	1		Building Extension		60 Months	\$0.00	\$0.00	
	1		Business Essentials - Standard	Includes 20 Licenses	60 Months	\$0.00	\$0.00	
Fiber+ Enterprise Data	1	538 SW WYOMING BLVD MILLS WY 82644	IQ Networking Port - Private	Standard 100M	60 Months	\$585.00	\$500.00	\$450.00
Building Extension	1		Building Extension		60 Months	\$0.00	\$0.00	
	1		Business Essentials - Standard	Includes 20 Licenses	60 Months	\$0.00	\$0.00	
Fiber+ Enterprise Data	1	2011 FAIRGROUNDS RD CASPER WY 82604	IQ Networking Port - Private	Standard 100M Months credited: 2 Months	60 Months	\$585.00	\$500.00	\$450.00
Building Extension	1		Building Extension		60 Months	\$0.00	\$0.00	
	1		Business Essentials - Standard	Includes 20 Licenses	60 Months	\$0.00	\$0.00	
Service Sub Total:						\$3,095.00	\$275.00	

"Terms and Conditions for Fiber+ Enterprise Data Package"

CenturyLink provides Fiber+ Enterprise Data Package services under: (a) the Fiber+ Enterprise Data Package Attachment ("Attachment") and (b) the Domestic CenturyLink IQ Networking, Local Access, and Rental CPE Service Exhibits.

The Fiber+ Enterprise Data Package type appears in the first "Fiber+ Enterprise Data" row under the "Service Attributes" column of the above table. The details for CenturyLink IQ Networking appear in the first "Fiber+ Enterprise Data" row under the "Service Details"

column (port type) and under the "Service Attributes" column (port bandwidth) of the above table. The Local Access bandwidth details appear in the first "Fiber+ Enterprise Data" row under the "Service Attributes" column of the above table. The package pricing includes the Local Access MRC and the Rental CPE MRC. CenturyLink will provide the rental equipment while Customer purchases the Services from CenturyLink. CenturyLink may provide equipment from various manufacturers at its discretion. The Rental CPE maintenance is ProMET® On-Site Standard (8x5, on-site, next business day) maintenance unless "Pro MET 24x7 Professional" appears in the "Service Details" column of the above table. If "Pro MET 24x7 Professional" appears in the "Service Details" column of the above table, the Rental CPE maintenance is ProMET® On-Site Premium (24x7, on-site, 4-hour response) maintenance for that location. There is an additional MRC for ProMET® On-Site Premium maintenance. Customer's site must qualify for ProMET® On-Site Premium maintenance.

Upgrade/MACD pricing and Other Charges are per the online Rate Sheet located at:
http://www.centurylink.com/legal/FiberPlus_offers/FiberPlus_offers_Rate_Sheet_v1.pdf ("Rate Sheet").

As part of the Service provisioning process, CenturyLink will identify whether Customer's Local Access functionality is IP Connection as described in the Local Access service-specific terms. If it is, Customer agrees to use the CenturyLink IQ Networking Internet Port only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. If the IP Connection Local Access functionality is used in conjunction with a CenturyLink IQ Networking Private Port, Customer must, so long as the Private Port is used, either: (iii) have entered into an agreement or amendment directing Customer to the Network-Based Security ("NBS") service-specific terms and use NBS with the Private Port or (iv) use the Private Port in conjunction with an interconnected Internet Port in a multi-site configuration. In either case, Customer agrees the arrangement will be configured so each Private Port connection will be used consistent with the wireline broadband Internet access usage limitations noted in (i) and (ii) above.

No Resale. Customer warrants: 1) Services are for its own use and 2) it will not resell the Services or extend any Services for a fee to others, regardless of whether it qualifies as a reseller under the Telecommunications Act of 1996 or under state law.

If Customer orders Building Extension Service, the Building Extension Service Service Schedule applies. A copy of the Building Extension Service Service Schedule is available upon request.

Customer is currently eligible to receive the following optional business applications provided by CenturyLink with the Fiber+ Enterprise Data Package at no additional charge. Customer will receive a URL and temporary log-in credentials to access Control Center once Customer's order is submitted. Customer will need to sign on and change these credentials within 24 hours. Once Customer's circuit is live, Customer will be able to log in to the Management Console using those Control Center credentials. By signing on and activating the applications, Customer will be accepting the terms and conditions for usage of those applications. These optional business applications are governed by the terms and conditions found at <https://apps.centurylink.com/terms-conditions> and not by this Agreement.

Optional Business Applications Included at No Additional Charge	Quantity/Details
Microsoft Office 365 from CenturyLink	20 Business Essential licenses, includes email w/ 50GB storage
Basic Web Hosting with Site Builder Tools	10GB Storage
DNS Registration	1 Included
Data Backup for PC and Laptop (not applicable to servers)	20 Licenses at 10GB each
Cloud Fax	250 Inbound/Outbound Pages
Search Engine Submission	Attracta

Customer may purchase additional CenturyLink business applications services at the following website:
<https://apps.centurylink.com/login>. Additional charges will apply

VPC Credit Offer Table (see Terms and Conditions below)

Product	Service Address	Service Details	Service Attributes	Term (Months)	Credit Amount per Month	Credit Period
Fiber+ Enterprise Data	200 N CENTER ST CASPER WY 82601	IQ Networking Port - Private	Standard 500M Months credited: 2 Months	60 Months	\$755.00	2 Months
Building Extension		Building Extension		60 Months	\$0.00	2 Months



		Business Essentials - Standard	Includes 20 Licenses	60 Months	\$0.00	2 Months
Fiber+ Enterprise Data	2011 FAIRGROUNDS RD CASPER WY 82604	IQ Networking Port - Private	Standard 100M Months credited: 2 Months	60 Months	\$585.00	2 Months
Building Extension		Building Extension		60 Months	\$0.00	2 Months
		Business Essentials - Standard	Includes 20 Licenses	60 Months	\$0.00	2 Months
Total Credits per Month for All Eligible Bundles / Packages / Service:					\$1,340.00	

Terms and Conditions for VP Checkbook Credit Offer ("VPC Credit Offer")

Customer is eligible to receive the credits for the Eligible Bundles, Packages or Services listed in the VPC Credit Offer Table(s). If applicable, separate tables will be shown for each Eligible Service, Eligible Bundle and Eligible Package. CenturyLink provides the VPC Credit Offer set forth in each table under the additional terms and conditions, which are incorporated into the Agreement by this reference, found at <http://www.centurylink.com/legal/rmgctae/VPCCredit.pdf>. CenturyLink reserves the right to amend these terms and conditions effective upon posting to the Web site. Customer's continued receipt of the VPC Credit Offer constitutes acceptance of any changes.

Credit Amount per Month ("Credit Amount"). Credit Amount is the monthly credit shown in the table(s) applicable to the Eligible Service or to a single Eligible Bundle or Eligible Package purchased by Customer of the type indicated. If applicable, separate lines will appear in the table(s) for each component of an Eligible Service, Eligible Bundle and Eligible Package receiving a credit. Services, features, optional add-ons or other additional charges included in the VPC Credit Offer Table(s) above without a Credit Amount in the Credit Amount per Month column are not eligible to receive a credit. Credit Amount excludes any taxes, fees and surcharges.

Credit Period. Credit Period is the number of months shown in the table(s) Customer receives the Credit Amount for the applicable Eligible Service, Eligible Bundle and Eligible Package. Credit Amounts will cease upon expiration of the Credit Period.

Service(s) Total for Services priced in this Order		
	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
Total	\$ 3,095.00	\$ 275.00

Terms and Conditions Governing This Order

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by CenturyLink ("CenturyLink"), as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to CenturyLink) this document and returning it to CenturyLink.
2. Prior to installation, CenturyLink may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.
3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services.
4. The Service identified in this Order is subject to the CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) or Service Exhibit(s) between CenturyLink Communications, LLC and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a CenturyLink Master Services Agreement with CenturyLink Communications, LLC but has executed a services agreement for applicable services with an affiliate of CenturyLink ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If CenturyLink and Customer have not executed a CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, CenturyLink's current standard Master Service Agreement/Service Schedule(s) as of the date of this Order will govern, copies which are available upon request. The CenturyLink invoicing entity is the entity providing Services.

Notwithstanding anything in any Affiliate Agreement to the contrary, CenturyLink will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. CenturyLink will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. Unless otherwise provided in a Service Attachment, at the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from CenturyLink. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than CenturyLink's uncured default or if CenturyLink terminates due to Customer's uncured default, then Customer will pay CenturyLink's standard early termination liability charges as identified in the CenturyLink Master Service Agreement, Affiliate Agreement, Service Exhibit or Service Schedule. "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement, for non-government customers (each, a CenturyLink Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from CenturyLink will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by CenturyLink, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a CenturyLink provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to CenturyLink that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a per month property tax surcharge and (b) a per month cost recovery fee to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.centurylink.com/taxes> or the RSS, if indicated by the applicable Service Schedule(s) or Service Exhibit(s).

8. Customer will pay CenturyLink's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside CenturyLink's standard interval duration (available upon request and (b) ancillary charges for additional activities, features or options. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer will pay such charges.

**ADDENDUM TO
RELEVANT CUSTOMER ORDER**

This Addendum ("Addendum") effective as of the last signature date (the "Addendum Effective Date"), by and between **CenturyLink Communications, LLC** ("CenturyLink") and **Natrona County - WY** ("Customer"), modifies the Quote/Customer Order having Order Number: Q-00997114 with an Order Generation Date of: 5/27/2020 (the "Relevant Customer Order"), that Customer is executing contemporaneously with this Addendum and a copy of which is attached hereto.

WHEREAS, the parties wish to augment the Relevant Customer Order to incorporate revised terms applicable to the same.

NOW THEREFORE, the parties agree to modify the Relevant Customer Order in the following limited respects:

1. Notwithstanding anything to the contrary in the Relevant Customer Order the following language is added to the Terms and Conditions Governing this Order as Section 10:

10. Confidentiality. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party. Each party will use reasonable efforts to protect the other's Confidential Information and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement.

2. The following language is added to the Terms and Conditions Governing this Order as Section 11:

11. Governmental Immunity. Customer does not waive governmental immunity and specifically retains all immunities and defenses provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et seq.

3. **Limitation.** This Addendum shall apply to the Customer Order and shall have no applicability to any other Customer Order(s) that Customer may have submitted or may submit to CenturyLink in the future.

These terms and conditions have been read, are understood, and are hereby accepted.

**ADDENDUM TO
RELEVANT CUSTOMER ORDER**

CenturyLink Communications, LLC ("CenturyLink")

Natrona County - WY ("Customer")

By _____

By _____

Name _____

Name _____

Title _____

Title _____

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY

BY: *Eric K. Helm*
DATE: 6-15-2020



Customer Information	Account Information	Prepared By
Name: NATRONA COUNTY - WY Primary Contact: Eileen Hill Primary Contact Phone: (307) 235-9622 Primary Contact Email: ehill@natronacounty-wy.gov Billing Contact: Billing Contact Phone: Billing Contact Email:	BPID: 608373 Billing Account: Billing Address: Contract ID#: New (Internal Use Only)	Name: Justin Lombardi Phone: (602) 865-0171 Email: justin.lombardi@centurylink.com

Order

Pricing Table

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
IQ Networking	1	200 N CENTER ST CASPER WY 82601	IQ Networking Port - Internet	Tiered 1000BT 300 Mbps	36 Months	\$654.00	\$325.00	\$325.00
Local Access	1	200 N CENTER ST CASPER WY 82601	ELA Native Single- CoS Low	CenturyLink (CLPA) GIG E 300M	36 Months	\$546.00	\$0.00	
Service Sub Total:						\$1,200.00	\$0.00	

"Terms and Conditions for Domestic CenturyLink IQ Networking Internet Port"

Service. CenturyLink provides CenturyLink IQ Networking Internet Port Service ("Internet Port" or "Service") under the Internet Services Service Schedule. Each Internet Port has a Minimum Service Term of 12 months. Service will not be provided at a residential address. CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Customer, but CenturyLink will remain responsible to Customer for Service delivery and performance. Any references to a Revenue Commitment, Contributory Charges, or Renewal Order will not apply to Internet Ports. "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Customer must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink.

Scheduled Maintenance and Local Access. Customer may request a specific Local Access provider ("Preferred Provider") for Off-Net Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by CenturyLink. If Customer selects a Preferred Provider and CenturyLink is unable to use Customer's Preferred Provider for a specific Service Address as designated in this Quote, then the rate for Service at that Service Address may be subject to change.

Scheduled maintenance will not normally result in Service interruption. If scheduled maintenance requires Service interruption, CenturyLink will use commercially reasonable efforts to minimize such interruptions and provide notice to Customer. If third-party local access services are required for the Services, Customer will: (a) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (b) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (c) where a related Service is disconnected, provide CenturyLink a written disconnection firm order commitment from the relevant third-party provider. CenturyLink may re-provision any local access circuits from one off-net provider to another or to the CenturyLink owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

Customer may request additional wiring from the demarcation point to Customer's network interface equipment (where available). If Customer requests additional wiring, CenturyLink will notify Customer of the charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the additional wiring. Additional wiring could entail electrical or optical cabling into (a) existing or new conduit or (b) bare placement in drop down ceilings, raise floors, or mounted to walls/ceiling. Once Service is accepted by Customer, the additional wiring then becomes property of and maintained by Customer. CenturyLink will maintain Service to the demarcation point only. Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point.

If Customer orders Diversity Enhancement or Diversity Backhaul, the Domestic Network Diversity Service Exhibit applies. A copy of the Domestic Network Diversity Service Exhibit is available upon request.



If Customer orders Building Extension Service, the Building Extension Service Service Schedule applies. A copy of the Building Extension Service Service Schedule is available upon request.

Cancellation and Termination Charges. Either party may terminate an individual Service: (a) with 60 days' prior written notice to the other party, or (b) for Cause. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (i) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (ii) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment). If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Service Term, then Customer will pay the Cancellation Charges set forth below, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Service Term, all Services are deemed terminated, and Customer will pay the Cancellation Charges set forth below, in addition to any and all charges that are accrued but unpaid as of the termination date.

CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

Service(s) Total for Services priced in this Order		
	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
Total	\$ 1,200.00	\$ 0.00

Terms and Conditions Governing This Order

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by CenturyLink ("CenturyLink"), as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to CenturyLink) this document and returning it to CenturyLink.
2. Prior to installation, CenturyLink may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.
3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services.
4. The Service identified in this Order is subject to the CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) or Service Exhibit(s) between CenturyLink Communications, LLC and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a CenturyLink Master Services Agreement with CenturyLink Communications, LLC but has executed a services agreement for applicable services with an affiliate of CenturyLink ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If CenturyLink and Customer have not executed a CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, CenturyLink's current standard Master Service Agreement/Service Schedule(s) as of the date of this Order will govern, copies which are available upon request. The CenturyLink invoicing entity is the entity providing Services.

Notwithstanding anything in any Affiliate Agreement to the contrary, CenturyLink will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. CenturyLink will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. Unless otherwise provided in a Service Attachment, at the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from CenturyLink. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than CenturyLink's uncured default or if CenturyLink terminates due to Customer's uncured default, then Customer will pay CenturyLink's standard early termination liability charges as identified in the CenturyLink Master Service Agreement, Affiliate Agreement, Service Exhibit or Service Schedule. "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement, for non-government customers (each, a CenturyLink Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.
6. All transport services ordered from CenturyLink will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by CenturyLink, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a CenturyLink provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to CenturyLink that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.
7. Charges for certain Services are subject to (a) a per month property tax surcharge and (b) a per month cost recovery fee to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.centurylink.com/taxes> or the RSS, if indicated by the applicable Service Schedule(s) or Service Exhibit(s).
8. Customer will pay CenturyLink's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside CenturyLink's standard interval duration (available upon request and (b) ancillary charges for additional activities, features or options. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer will pay such charges.



9. Charges/Orders. CenturyLink will charge Customer the rates for the Services shown above. If Customer changes any of the Bundle/Package or Service Details or moves a Service Address, these rates will not apply. Rates and charges for Service elements not identified appear in the applicable terms and conditions. Existing services, bundles, offers, or packages will continue to be governed by the terms and conditions incorporated by attachment or reference when previously added to the Agreement. If the Agreement does not allow for rates to be set forth in a quote, this Order amends the Agreement to include CenturyLink-approved signed quotes as a method to order the Services listed above. Despite anything to the contrary in the Service-specific terms and conditions and for purposes of this Order only, NRCs are NOT waived unless this Order expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary in the Existing Agreement or Agreement. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

Customer: NATRONA COUNTY - WY

Authorized Signature

Name Typed or Printed

Title

Date

**ADDENDUM TO
RELEVANT CUSTOMER ORDER**

This Addendum ("Addendum") effective as of the last signature date (the "Addendum Effective Date"), by and between **CenturyLink Communications, LLC** ("CenturyLink") and **Natrona County - WY** ("Customer"), modifies the Quote/Customer Order having Order Number: Q-00977385 with an Order Generation Date of: 6/12/2020 (the "Relevant Customer Order"), that Customer is executing contemporaneously with this Addendum and a copy of which is attached hereto.

WHEREAS, the parties wish to augment the Relevant Customer Order to incorporate revised terms applicable to the same.

NOW THEREFORE, the parties agree to modify the Relevant Customer Order in the following limited respects:

1. Notwithstanding anything to the contrary in the Relevant Customer Order the following language is added to the Terms and Conditions Governing this Order as Section 10:

10. Confidentiality. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party. Each party will use reasonable efforts to protect the other's Confidential Information and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement.

2. The following language is added to the Terms and Conditions Governing this Order as Section 11:

11. Governmental Immunity. Customer does not waive governmental immunity and specifically retains all immunities and defenses provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et seq.

3. **Limitation.** This Addendum shall apply to the Customer Order and shall have no applicability to any other Customer Order(s) that Customer may have submitted or may submit to CenturyLink in the future.

These terms and conditions have been read, are understood, and are hereby accepted.

**ADDENDUM TO
RELEVANT CUSTOMER ORDER**

CenturyLink Communications, LLC ("CenturyLink")

Natrona County - WY ("Customer")

By _____

By _____

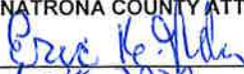
Name _____

Name _____

Title _____

Title _____

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY

BY: 
DATE: 6-15-2020



Customer Name: **NATRONA COUNTY - WY**
 Order #: **Q-0099861**
 Order Generation Date: **5/26/2020 8:09:52 AM**
 Cutoff/Expiration Date: **7/10/2020**
 Currency: **USD**

Customer Information	Account Information	Prepared By
Name: NATRONA COUNTY - WY Primary Contact: Primary Contact Phone: Primary Contact Email: Billing Contact: Billing Contact Phone: Billing Contact Email:	BPID: 608373 Billing Account: Billing Address: Contract ID#: New (Internal Use Only)	Name: Zinnia Bustillos Phone: Email: zinnia.bustillos@centurylink.com

Order

Pricing Table

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
Fiber+ Internet	1	200 N CENTER ST CASPER WY 82601		Adtran Netvanta 5660 Standard 50M	60 Months	\$109.00	\$99.00	\$99.00
	1		Business Essentials - Standard	Includes 10 Licenses	60 Months	\$0.00	\$0.00	
Building Extension	1		Building Extension		60 Months	\$0.00	\$0.00	
	1		Pro MET 24x7 Professional	Standard 50M 24x7	60 Months	\$40.00	\$0.00	
Service Sub Total:						\$149.00	\$0.00	

"Terms and Conditions for Fiber+ Internet Bundle Offer"

CenturyLink provides Fiber+ Internet services under: (a) the Fiber+ Internet Package Attachment ("Attachment") and (b) the Domestic CenturyLink IQ Networking, Local Access, and Rental CPE Service Exhibits. The Attachment and Service Exhibits applicable to Customers purchasing Fiber+ Internet services for wholesale purposes are found at http://www.centurylink.com/legal/FiberPlus_Wholesale.pdf.

The Fiber+ Internet Package type appears in the first "Fiber+ Internet" row under the "Service Attributes" column of the above table. The CenturyLink IQ Networking port is an Internet Port. The port bandwidth details appear in the first "Fiber+ Internet" row under the "Service Attributes" column of the above table. The Local Access bandwidth details appear in the first "Fiber+ Internet" row under the "Service Attributes" column of the above table. The package pricing includes the Local Access MRC and the Rental CPE MRC. CenturyLink will provide the rental equipment while Customer purchases the Services from CenturyLink. CenturyLink may provide equipment from various manufacturers at its discretion. The Rental CPE maintenance is ProMET® On-Site Standard (8x5, on-site, next business day) maintenance unless "Pro MET 24x7 Professional" appears in the "Service Details" column of the above table. If "Pro MET 24x7 Professional" appears in the "Service Details" column of the above table, the Rental CPE maintenance is ProMET® On-Site Premium (24x7, on-site, 4-hour response) maintenance for that location. There is an additional MRC for ProMET® On-Site Premium maintenance. Customer's site must qualify for ProMET® On-Site Premium maintenance.

Upgrade/MACD pricing and Other Charges are per the online Rate Sheet located at: http://www.centurylink.com/legal/FiberPlus_offers/FiberPlus_offers_Rate_Sheet_v1.pdf ("Rate Sheet"). These rates may not apply if Service is being purchased for wholesale purposes.

As part of the Service provisioning process, CenturyLink will identify whether Customer's Local Access functionality is IP Connection as described in the Local Access service-specific terms. If it is, Customer agrees to use the CenturyLink IQ Networking Internet Port only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. If the IP Connection Local Access functionality is used in conjunction with a CenturyLink IQ Networking Private Port, Customer must, so long as the Private Port is used, either: (iii) have entered into an agreement or amendment directing Customer to the Network-Based Security ("NBS") service-specific terms and use NBS with the Private Port or (iv) use the Private Port in conjunction with an interconnected Internet Port in a multi-site configuration. In either case, Customer agrees the arrangement will be configured so each Private Port connection will be used consistent with the wireline broadband Internet access usage limitations noted in (i) and (ii) above.

No Resale. Customer warrants: 1) Services are for its own use and 2) it will not resell the Services or extend any Services for a fee to Opportunity ID#: 57265792



others, regardless of whether it qualifies as a reseller under the Telecommunications Act of 1996 or under state law, unless Service is purchased for wholesale purposes.

If Customer orders Building Extension Service, the Building Extension Service Service Schedule applies. A copy of the Building Extension Service Service Schedule is available upon request.

Customer is currently eligible to receive the following optional business applications provided by CenturyLink with the Fiber+ Internet Bundle at no additional charge. Customer will receive a URL and temporary log-in credentials to access Control Center once Customer's order is submitted. Customer will need to sign on and change these credentials within 24 hours. Once Customer's circuit is live, Customer will be able to log in to the Management Console using those Control Center credentials. By signing on and activating the applications, Customer will be accepting the terms and conditions for usage of those applications. These optional business applications are governed by the terms and conditions found at <https://apps.centurylink.com/terms-conditions> and not by this Agreement.

Customer's site must qualify for ProMET® Premium On-Site Maintenance.

Optional Business Applications Included at No Additional Charge	Quantity/Details
Microsoft Office 365 from CenturyLink	10 Business Essential licenses, includes email w/ 50GB storage
Basic Web Hosting with Site Builder Tools	5GB Storage
DNS Registration	1 Included
Data Backup for PC and Laptop (not applicable to servers)	10 Licenses at 10GB each
Cloud Fax	20 Inbound/Outbound Pages
Search Engine Submission	Attracta

Customer may purchase additional CenturyLink business applications services at the following website: <https://apps.centurylink.com/login>. Additional charges will apply

Pricing Table

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
IQ SIP Trunk	1	200 N CENTER ST CASPER WY 82601		Seat Band: 151+ Seats Total Session Band: 1-100 Sessions	60 Months	\$0.00	\$0.00	
	46		Enterprise Session		60 Months	\$644.00	\$0.00	
	500		Standard Seat		60 Months	\$90.00	\$0.00	
	1		Auto Attendant(s)		60 Months	\$14.95	\$10.00	\$10.00
	60		Basic White Page Listing		60 Months	\$117.00	\$0.00	
	500		Enhanced E911 Service (per TN)		60 Months	\$50.00	\$0.00	
	1		Hunt Group(s)		60 Months	\$4.95	\$10.00	\$10.00
Service Sub Total:						\$920.90	\$0.00	

"Terms and Conditions for CenturyLink IQ SIP Trunk Service"

CenturyLink IQ SIP Trunk terms and conditions are located in the CenturyLink IQ SIP Trunk Service Exhibit.

1. CenturyLink IQ SIP Trunk Pricing. CenturyLink will charge Customer and Customer will pay the rates set forth in this Order and in the SIP Trunk Rate Sheet located at <http://www.centurylink.com/legal/IQSIP/ALaCarteRatesv1.pdf>. In the event of a conflict, the following order of precedence will apply in descending order of control: this Order, the SIP Trunk Rate Sheet, and any other pricing documents.

1.1 Seat Pricing. Seat pricing tables are found in the Rate Sheet for SIP Trunk Service. Customer will review the seat range pricing in the SIP Trunk Rate Sheet before making modifications in the VoIP portal.

1.2 CTAC Customer Support. Pricing for CTAC customer support is located in the Rate Sheet for SIP Trunk Service. Charges are not prorated. Service is subject to availability.

1.3 Additional Charges. Please see the Rate Sheet for SIP Trunk Service for additional charges, which includes the terms and pricing for the LD/TF Offer, Upgrade/MACD, session types and other charges. Any reference to "Basic White Page Listing" in the table above is also known as "Basic business white page listing" in the SIP Trunk Rate Sheet.



Customer Name: **NATRONA COUNTY - WY**
 Order #: **Q-00999861**
 Order Generation Date: **5/26/2020 8:09:52 AM**
 Cutoff/Expiration Date: **7/10/2020**
 Currency: **USD**

1.4 MACD. In the event customer chooses to move, add, change or delete an IQ SIP Trunk or a portion of such Service, Customer must access the VoIP portal at <https://centurylink.com/voip> to place orders. Modifications made by Customer in the VoIP portal may impact pricing for Services ordered under this Order.

1.5 911. Service is subject to the 911 Emergency Service Acknowledgment below.

911 EMERGENCY SERVICE ACKNOWLEDGMENTS:

Customer Initials: _____

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE GENERAL 911 LIMITATIONS IN THE "911 EMERGENCY SERVICES-VOIP" SECTION OF THE TERMS AND CONDITIONS APPLICABLE TO ALL VoIP SERVICES AND THE SERVICE-SPECIFIC 911 LIMITATIONS IN THE PROVISIONS APPLICABLE TO MY VoIP SERVICE (COLLECTIVELY, "VoIP PROVISIONS") IN THE APPLICABLE SERVICE EXHIBIT ATTACHED TO THE CENTURYLINK MASTER SERVICE AGREEMENT OR, AFFIIATE AGREEMENT. IF I HAVE NOT EXECUTED A CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFIIATE AGREEMENT THEN I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE GENERAL 911 LIMITATIONS IN THE "911 EMERGENCY SERVICES-VOIP" SECTION OF THE TERMS AND CONDITIONS APPLICABLE TO ALL VoIP SERVICES AND THE SERVICE-SPECIFIC 911 LIMITATIONS IN THE PROVISIONS APPLICABLE TO MY VoIP SERVICE (COLLECTIVELY, "VoIP PROVISIONS") IN THE CURRENT STANDARD SERVICE EXHIBIT THAT IS EFFECTIVE AS OF THE DATE OF THIS ORDER.

Service(s) Total for Services priced in this Order		
	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
Total	\$ 1,069.90	\$ 0.00

Terms and Conditions Governing This Order

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by CenturyLink ("CenturyLink"), as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to CenturyLink) this document and returning it to CenturyLink.

2. Prior to installation, CenturyLink may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services.

4. The Service identified in this Order is subject to the CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) or Service Exhibit(s) between CenturyLink Communications, LLC and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a CenturyLink Master Services Agreement with CenturyLink Communications, LLC but has executed a services agreement for applicable services with an affiliate of CenturyLink ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If CenturyLink and Customer have not executed a CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, CenturyLink's current standard Master Service Agreement/Service Schedule(s) as of the date of this Order will govern, copies which are available upon request. The CenturyLink invoicing entity is the entity providing Services.

Notwithstanding anything in any Affiliate Agreement to the contrary, CenturyLink will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. CenturyLink will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. Unless otherwise provided in a Service Attachment, at the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from CenturyLink. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than CenturyLink's uncured default or if CenturyLink terminates due to Customer's uncured default, then Customer will pay CenturyLink's standard early termination liability charges as identified in the CenturyLink Master Service Agreement, Affiliate Agreement, Service Exhibit or Service Schedule. "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement, for non-government customers (each, a CenturyLink Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from CenturyLink will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by CenturyLink, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a CenturyLink provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to CenturyLink that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a per month property tax surcharge and (b) a per month cost recovery fee to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.centurylink.com/taxes> or the RSS, if indicated by the applicable Service Schedule(s) or Service Exhibit(s).

8. Customer will pay CenturyLink's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside CenturyLink's standard interval duration (available upon request and (b) ancillary charges for additional activities, features or options. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer will pay such charges.

**ADDENDUM TO
RELEVANT CUSTOMER ORDER**

This Addendum ("Addendum") effective as of the last signature date (the "Addendum Effective Date"), by and between **CenturyLink Communications, LLC** ("CenturyLink") and **Natrona County - WY** ("Customer"), modifies the Quote/Customer Order having Order Number: Q-00999861 with an Order Generation Date of: 5/26/2020 (the "Relevant Customer Order"), that Customer is executing contemporaneously with this Addendum and a copy of which is attached hereto.

WHEREAS, the parties wish to augment the Relevant Customer Order to incorporate revised terms applicable to the same.

NOW THEREFORE, the parties agree to modify the Relevant Customer Order in the following limited respects:

1. Notwithstanding anything to the contrary in the Relevant Customer Order the following language is added to the Terms and Conditions Governing this Order as Section 10:

10. Confidentiality. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party. Each party will use reasonable efforts to protect the other's Confidential Information and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement.

2. The following language is added to the Terms and Conditions Governing this Order as Section 11:

11. Governmental Immunity. Customer does not waive governmental immunity and specifically retains all immunities and defenses provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et seq.

3. **Limitation.** This Addendum shall apply to the Customer Order and shall have no applicability to any other Customer Order(s) that Customer may have submitted or may submit to CenturyLink in the future.

These terms and conditions have been read, are understood, and are hereby accepted.

**ADDENDUM TO
RELEVANT CUSTOMER ORDER**

CenturyLink Communications, LLC ("CenturyLink")

Natrona County - WY ("Customer")

By _____

By _____

Name _____

Name _____

Title _____

Title _____

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY

BY: Eric K. Hill
DATE: 6-15-2020

June 16, 2020

Bill Knight, PC
139 W. 2nd Street, Suite 1C
Casper, WY 82601

RE: MEMORIAL HOSPITAL BOARD OF TRUSTEES

Dear Bill,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the Memorial Hospital Board of Trustees. The Commissioners have appointed you to serve on this Board filling the term ending June 30, 2023. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

Robert L. Hendry, Chairman
Board of Natrona County Commissioners

RLH/mlm

cc: Serena Cobb
Paul Mongold

June 16, 2020

Catherine Carr
16212 Maverick Drive
Casper, WY 82601

RE: NC PUBLIC LIBRARY BOARD OF TRUSTEES

Dear Catherine,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the NC Public Library Board of Trustees. The Commissioners have appointed you to serve on this Board filling the term ending June 30, 2023. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

Robert L. Hendry, Chairman
Board of Natrona County Commissioners

RLH/mlm

cc: Lisa Scroggins

June 16, 2020

Tiffany Gamble
Laughing Out Loud, LLC
PO Box 50790
Casper, WY 82605

RE: NC TRAVEL & TOURIMS COUNCIL

Dear Tiffany Gamble,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the NC Travel & Tourism Council. The Commissioners have reappointed you to serve on this Board filling the term ending June 30, 2023. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

Robert L. Hendry, Chairman
Board of Natrona County Commissioners

RLH/mlm

cc: Brook Kaufman