NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS

SPECIAL MEETING AGENDA

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

Tuesday, June 30, 2020 11:00 a.m.
Natrona County Courthouse, 200 North Center, Casper, Wyoming
Commissioners' Meeting Room, 1st Floor

I. CALL MEETING TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF CONSENT AGENDA

V. PUBLIC HEARING

A. Resolution 22-20 Transfer of Funds (TOF)

VI. COMMISSIONER COMMENTS

VII. ADJOURNMENT

agenda is subject to amendment

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

NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS

CONSENT AGENDA

Tuesday, June 30, 2020 11:00 a.m.
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming
Commissioners' Conference Room, 1st Floor

I.

II. CONTRACTS, AGREEMENTS, RESOLUTIONS

A. Lifetime Benefit Solutions: Continuation Coverage Administrative Services Agreement; Business Associate Agreement; Schedule A (Rate Sheet) Continuation Coverage Administration Service Agreement between NC and Lifetime Benefits Solutions, Inc. Effective July 1, 2020

B. Resolution 22-20 Placing Partial Fire Closure Restriction on NC, WY, Due to Extreme Fire Danger

C. Agreement between CivicPlus, LLC and NC

D. MOU for FEMA Reimbursement Due to COVID-NCFPD

III. BOARD APPOINTMENTS

A. Dr. Andy Dunn- Appointment to the City-County Board of Health (term ending June 30. 2025)

IV. LICENSE

A. Mountain Park Builders-Opportunity Blvd-Approach-lic. #29-20-12

B. Mountain Park Builders-Legacy Dr.-Approach-lic. #29-20-13

V. STATEMENT OF EARNINGS: Mtn/Parks $4690.00; Planning $59.370.75; Lake $38,177.00; Clerk of Court $16,652.00

VI. TAXROLL CORRECTIONS 2017: TEREX ENERGY CORP $4970.16
TAXROLL CORRECTIONS 2019: GRIFFITHS OIL LLC $-916.86; SYNERGY OFFSHORE LLC $-10,22.01; GERALD DEAN GRAYSON JR & JULIA ANN GRAYSON LIVING TRUST $-151.53; WATTIS RANCH LLC $-3,204.82; WATTIS, GRAY LEE TRISUREE $-8,516.59; HEARTLAND BUSINESS CREDIT $-261.24; BECKER DEVELOPMENT LLC $-24,003.33; TRI MAX BUILDERS LLC $5,011.04; BECKER DEVELOPMENT $-12833.45; SOMERSET CAPITAL GROUP, LTD $-20.12; IPARRAGUIRE, CARLOS $-3,470.66; OUR TOWN CASPER $-2.19

agenda is subject to amendment

Lifetime
BENEFIT SOLUTIONS

CONTINUATION COVERAGE
ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (the "Agreement") is between Lifetime Benefit Solutions, Inc. ("LBS"), a New York Corporation with a principal place of business at 333 Butternut Drive, Syracuse, NY 13214 and **Natrona County** (hereinafter referred to as the "Employer"), with a principal place of business at 200 North Center Street, Casper, WY 82601 concerning the Employer's welfare benefit plan (the "Plan"). This Agreement is effective as of **July 1, 2020** (the "Effective Date").

In consideration of the mutual covenants contained herein, the Employer and LBS agree as follows.

1. **Purpose.** The Employer desires LBS assistance from LBS in the administration of the continuation of coverage provisions applicable to the Plan pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), applicable state group health continuation coverage laws ("State Continuation Coverage") and the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), as applicable. As used in this Agreement: the general term "Continuation Coverage" refers to COBRA, State Continuation Coverage, and USERRA; the term "qualified beneficiary" refers to any person entitled to elect continued group health coverage under any such law; and the term "qualifying event" refers to an event which entitles such person to elect continued group health coverage under any such law; unless the context indicates otherwise.

2. **Effective Date; Term.** LBS shall provide to the Employer the administrative services specified in this Agreement, as of the Effective Date. The Agreement will remain in effect for a period of one year from the Effective Date, and shall renew automatically for consecutive twelve (12) month terms on the anniversary of the Effective Date unless earlier terminated in accordance with Section 12 or 16 of this Agreement.

3. **Consideration; Payment; Taxes and Fees.** As consideration for the performance of administrative services by LBS under this Agreement, the Employer will pay to LBS the fees set forth on each LBS invoice within thirty (30) days of the date of the invoice. Fees will be calculated in accordance with the fee schedule attached to this Agreement as Schedule A. The fees specified on Schedule A will remain in force for a period of one (1) year from the Effective Date of this Agreement. All fees incurred after that period will be subject to change by LBS upon sixty (60) days' prior written notice to the Employer. Employer shall be responsible to pay or reimburse LBS for all taxes applicable to the transitional reinsurance program under the Affordable Care Act or similar initiatives. In the event taxes or fees related to Comparative Effectiveness Research (CER), the Patient-Centered Outcomes Research Institute, or similar initiatives, are applicable to this Agreement, then Employer shall be responsible to pay or reimburse LBS for all taxes and fees applicable to such programs. LBS reserves the right to fund

these tax payments or fees by adjusting its administrative fees to pay such taxes or fees upon written notice to Employer.

4. **Reports.** Upon request from the Employer and pursuant to reasonable instructions provided by Employer, LBS shall make available to Employer any reports necessary for the Employer to calculate and pay all taxes and fees applicable to Comparative Effectiveness Research (CER), the Patient-Centered Outcomes Research Institute, or similar initiatives that require counts of covered persons.

5. **Notification and Election Procedures.** The following procedures are agreed upon by the Employer and LBS to facilitate the proper administration of Continuation Coverage by LBS on behalf of the Employer.

(a) Upon the occurrence of each qualifying event as determined by the Employer consisting of the divorce or legal separation of an employee, or a child's loss of dependent status under the Plan, the Employer will notify LBS of the qualifying event in writing at the address designated by LBS by completing and submitting to LBS a qualifying event fact sheet supplied to the Employer by LBS, electronic file in an approved file format or information entered into the LBS system via the employer portal. The qualifying event fact sheet/file/information must be submitted to LBS within thirty (30) days after the earlier of receipt by the Employer of notification of the event or the date the Employer becomes aware (or should have become aware) of the event. The Employer will also provide to LBS all information and data needed for LBS to notify the qualified beneficiary of his or her rights and obligations under Continuation Coverage.

(b) Upon the occurrence of each qualifying event consisting of the termination or reduction in hours of an employee's employment, or an employee's entitlement to Medicare benefits, or the death of an employee, the Employer will notify LBS of the qualifying event in writing at the address designated by LBS by completing and submitting to LBS a qualifying event fact sheet, electronic file in an approved file format or information entered into the LBS system via the employer portal. The qualifying event fact sheet/file/information must be submitted to LBS within thirty (30) days after the earlier of receipt by the Employer of notification of the event or the date the Employer becomes aware (or should have become aware) of the event. The Employer will provide to LBS on the fact sheet, file or by information entered into the LBS employer portal: the employer's name, the name of each qualified beneficiary, the name of the Plan, the date of the qualifying event and the type of qualifying event so LBS can notify each qualified beneficiary of his or her right to elect Continuation Coverage.

(c) Upon the occurrence of an employee leaving employment to perform military service that is subject to USERRA, the Employer will notify LBS of this fact in writing at the address designated by LBS by completing and submitting to LBS a qualifying event fact sheet, electronic file in an approved file format, or information entered into the LBS system via the employer portal. The qualifying event fact sheet/file/information must be submitted to LBS within thirty (30) days after the earlier of receipt by the Employer of notification of the event or the date the Employer becomes

aware (or should have become aware) of the event. The Employer will provide to LBS on the fact sheet, file or by information entered into the LBS system: the employer's name, the name of each qualified beneficiary, the name of the Plan, the date of the event and the type of event so LBS can notify the qualified beneficiary of his or her rights and obligations under Continuation Coverage.

(d) LBS will program into its computer system all pertinent information and data supplied by the Employer for purposes of Continuation Coverage notification and will provide, within fourteen (14) days of receipt of a qualifying event fact sheet, electronic file in an approved file format or information entered into the LBS Continuation Coverage system via the employer portal, a Continuation Coverage notification and election form to each qualified beneficiary either by first-class mail or by certified mail, return receipt requested, at the option of the Employer.

(e) If LBS does not receive a qualified beneficiary's completed notification and election form in a timely manner, or if a qualified beneficiary notes upon the form an intention to decline Continuation Coverage, LBS shall, on the date of expiration of the sixty (60) day election period, close the file maintained by LBS with respect to the qualified beneficiary.

(f) If a qualified beneficiary properly elects Continuation Coverage by submitting an appropriate notification and election form to LBS within the sixty (60) day election period, LBS will provide to the qualified beneficiary confirmation of the election to continue coverage, along with an invoice for Continuation Coverage premium(s) due from the date of termination of benefits under the Plan. The confirmation form utilized by LBS will indicate the expiration date of the forty-five (45) day period for payment of the first premium(s), including any retroactive payments owed.

(g) LBS will notify the Employer in writing (or provide a report) of a qualified beneficiary's written election to continue or decline Continuation Coverage, or failure to make a Continuation Coverage election on a timely basis.

☐ The Employer will then be responsible for notifying the insurance carrier(s) that the qualified beneficiary's coverage is to be continued or discontinued.

☒ LBS, on behalf of the Employer, will be responsible for notifying the insurance carrier(s) that the qualified beneficiary's coverage is to be continued or discontinued.

Employer will also be granted access to the reporting information on LBS' employer portal and described in Section 14(b).

6. **Payment of Premiums.**

(a) LBS will collect all premium payments due from each qualified beneficiary, plus the applicable administrative fee. (In cases in which no specific administration fee is expressly set by law, the administrative fee shall be agreed upon by LBS and the Employer.) If the first premium payment is not received within forty-five (45) days from the date of the election, LBS will close the qualified beneficiary's file and notify the Employer immediately so that the Employer may, in turn, notify the insurance carrier(s). If the first Continuation Coverage premium payment is received within forty-five (45) days from the date of election, LBS will establish a billing schedule for the qualified beneficiary that will be maintained for the duration of the qualified beneficiary's Continuation Coverage. Each invoice provided to a qualified beneficiary by LBS will specify the premium owed and the due date.

(b) All premium administrative fees collected by LBS shall be paid over to the Employer on a monthly basis.

☒ LBS shall hold in trust for the Employer, and shall forward to the Employer or the Employer's designee, on a bi-weekly basis, all premium payments received from the Employer's qualified beneficiaries, along with such other information as shall be required under this Agreement. The Employer will then pay directly to the insurance carrier(s) all premium payments due for the coverage of its qualified beneficiaries and reconcile with the carrier(s).

☐ LBS will pay directly to the insurance carrier(s) all premium payments received from the Employer's qualified beneficiaries, along with such other information as shall be required under this Agreement and reconcile with the carrier(s).

7. **Open Enrollment.** In the event that the Plan permits a periodic election of benefits ("open enrollment"), LBS will provide to the Employer, approximately ten (10) business days prior to the commencement of the open enrollment period, a list of names and addresses of all qualified beneficiaries covered under the Plan. The Employer will then send annual election forms to each qualified beneficiary on the list. At the close of the open enrollment period, the Employer will notify LBS of any changes in the coverage selected by the qualified beneficiaries.

8. **Employer Obligations.**

(a) The Employer will be responsible for complying with all federal or state law requirements, as applicable, that have not been specifically delegated to LBS under this Agreement, and for determining whether an individual whose group health coverage under the Plan would otherwise terminate is entitled to Continuation Coverage.

9. **Other Legal Requirements.** The Employer will be solely responsible for complying with all applicable state law and federal law requirements relating to the timely remission of premiums to insurance carrier(s) and the timely notification of the exact dates of employment termination and termination of coverage in connection with any qualifying

event. LBS assumes no liability for such compliance or for compliance with any other legal requirements imposed upon Employer now or in the future, except as specifically set forth in this Agreement.

10. **Changes in Rate.** In the event of any change in the premium rate(s) charged for Continuation Coverage, the Employer will notify LBS in writing of the change at least thirty (30) days prior to the effective date of the change. LBS will then provide to each qualified beneficiary, by first-class mail, written notice of the rate change.

11. **Changes in Benefits.** In the event of any substantive change in the Plan, the Employer will notify LBS in writing at least thirty (30) days prior to the effective date of the change in benefits. LBS will provide the Employer with a list of names and addresses of all qualified beneficiaries covered under the Plan, to enable the Employer to send a new summary of benefits and coverage, summary plan description or summary of material modification and identification cards to the qualified beneficiaries affected by the change. The Employer will be solely responsible for providing summaries of benefits and coverage, summary plan descriptions or summaries of material modification and identification cards to the qualified beneficiaries covered under the Plan.

12. **Conversion.** At, or shortly before the end of the applicable maximum period for Continuation Coverage, LBS will send to each qualified beneficiary a notice of the right to convert to a direct payment contract, if and as prescribed by applicable law, rule, or regulation.

13. **Non-Disclosure Obligations.**

"Confidential Information." For purposes of this Agreement, Confidential Information shall mean all individual identifiable employee information, including social security number, name, date of birth, etc.

LBS agrees:

(a) to protect and safeguard the Confidential Information against unauthorized use, publication, or disclosure.

(b) not to use any of the Confidential Information except for the Purpose of this Agreement.

(c) not to reveal, report, publish, disclose, transfer, or otherwise use any of the Confidential Information except as specifically authorized by the Employer in accordance with this Agreement, or as required by law.

(d) to restrict access to the Confidential Information to those LBS officers, directors, and employees who clearly need such access to carry out the Purpose.

(e) to advise each of the persons to whom LBS provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use,

publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Employer, any of the Confidential Information.

(f) to comply with any other reasonable security measures requested in writing by the Employer.

Exceptions. The confidentiality obligations hereunder shall not apply to Confidential Information which: is, or later becomes, public knowledge other than by a breach of the provisions of this Agreement; is in the possession of LBS; or is independently received by LBS from a third party, with no restrictions on disclosure.

Return of Confidential Information. LBS agrees, upon termination of this Agreement, to promptly return to the Employer all Confidential Information.

14. **Collection and Provision of Historical Data.**

(a) LBS will monitor the status of all Continuation Coverage qualified beneficiaries covered under the Plan, and will provide to each such qualified beneficiary, as prescribed by law, rule, or regulation, a notification and election form in the event of notification of any subsequent qualifying event by Employer that may affect the qualified beneficiary's coverage under the Plan.

(b) Employer will be granted access to the following monthly Continuation Coverage reporting information on LBS' employer portal or, upon Employer's request, LBS will provide the Employer with such information in a written monthly report:

(i) the names of all Continuation Coverage enrollees with respect to whom any Continuation Coverage premium payments were received by LBS in the preceding calendar month, and the amounts received;

(ii) the names of all qualified beneficiaries who elected to continue Continuation Coverage in the preceding calendar month, and the type of coverage selected; and

(iii) the names of all qualified beneficiaries whose Continuation Coverage was terminated in the preceding calendar month, the reason for each termination of coverage, and a brief coverage history on each such qualified beneficiary (including all dates of events, notifications, and Continuation Coverage premium payments).

(c) With respect to state continuation coverage and USERRA qualified beneficiaries, LBS will monitor the status of the each such qualified beneficiary's Plan coverage and will provide the services and information described in Subsections (a) and (b) above as agreed upon by the Employer and LBS.

(d) LBS shall provide access to its employer portal without representation or warranty of any kind, and further, access to LBS' employer portal is not represented or guaranteed to be error free or uninterrupted.

(e) Employer must provide written notification to LBS' of the Employer's employees that are to be granted access to LBS' employer portal. In the event that there is a change to the list of employees granted access to LBS' employer portal, the Employer must provide written notification to LBS within 2 business days after the effective date of such change.

15. **Liability; Indemnification.**

(a) The Employer will be solely responsible for notifying LBS on a timely basis of each qualifying event that entitles one or more qualified beneficiaries to Continuation Coverage. The Employer will also be solely responsible for providing LBS with all information and data needed for LBS to notify qualified beneficiaries of their rights and obligations under Continuation Coverage. The Employer will also be responsible for providing LBS with all information and data needed for providing a general notice, if applicable, and a Continuation Coverage unavailability notice.

(b) In the event that the Employer fails to notify LBS of a qualifying event or fails to provide LBS with accurate information and data needed for LBS to notify qualified beneficiaries of their rights and obligations under Continuation Coverage, the Employer agrees to defend with competent counsel, indemnify, and hold LBS harmless from and against any and all damages, liabilities, losses, costs, claims, penalties, and expenses (including reasonable attorneys' fees) incurred by LBS and arising out of such failure. In the event that the Employer fails to defend an action arising out of such failure, LBS shall have the right to defend and control the defense of the action, and the Employer shall promptly reimburse LBS for all reasonable costs and expenses incurred by LBS in conducting the defense (including reasonable attorneys' fees).

(c) In the event that LBS, its agents, or its employees fail to perform as provided in this Agreement and such failure is due to LBS', its agents', or its employees' gross negligence or intentional misconduct, LBS shall defend with competent counsel, indemnify, and hold the Employer harmless from and against any and all damages, liabilities, losses, costs, claims, penalties, and expenses (including reasonable attorneys' fees) incurred by the Employer and arising out of such failure. In the event that LBS fails to defend the Employer as provided above, the Employer shall have the right to defend and control defense of any action as described above, and LBS shall promptly reimburse the Employer for all reasonable costs and expenses incurred by the Employer in conducting the defense (including reasonable attorneys' fees).

16. **Termination.**

(a) This Agreement may be terminated by either party upon sixty (60) days' prior written notice to the other party as set forth in Section 17 of the Agreement.

(b) Notwithstanding the right of either party to terminate this Agreement in accordance with subsection (a) above, each party shall have the right to terminate this Agreement upon the occurrence of any of the following events: (i) the other party fails to comply with any material term of this Agreement and such failure shall continue for fifteen (15) days after receipt of written notice specifying the nature of the failure; or (ii) the other party becomes insolvent or files for reorganization or makes an assignment for the benefit of creditors; or (iii) any application is filed by or against the other party to have such party adjudicated bankrupt or insolvent or for such party's reorganization, composition, or arrangement among creditors, and the application is approved by the court or the proceeding is not dismissed within sixty (60) days after is institution.

17. **Notices.** All notices and other communications from one party to the other shall be in writing and shall be deemed received when delivered in person or three (3) business days after such notice or other communication is deposited in an official receptacle of the United States Postal Service for delivery by first-class mail, postage prepaid, addressed to the other party at the address specified below or to such other address as the party may subsequently specify by notice:

If to LBS: Lifetime Benefit Solutions, Inc.
333 Butternut Drive
Syracuse, NY 13214
Attn: President
Copy to: COBRA Department

If to the Employer: Natrona County
200 North Center Street #115
Casper, WY 82601

If the Employer contact information listed above changes, the Employer is required to provide written notification of such change to LBS within thirty (30) days following the effective date of such change.

18. **Legal Counsel.** The Employer will be responsible for obtaining independent legal advice pertaining to any provision of this Agreement, or any obligation that may be imposed upon the Employer pursuant to the Agreement.

19. **Severability.** The invalidity or unenforceability of any provision of this Agreement will not in any way affect the validity or enforceability of any other provision.

20. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of New York.

21. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, understandings, or representations, whether oral or written, by either party.

22. **Amendment; Waiver; Assignment.** No provision of this Agreement will be amended or waived except by a subsequent written document signed by both parties, and this Agreement may not be assigned by either party without the prior written consent of the other, provided, however, that either party may assign its rights and obligations under this Agreement to any purchaser of all or a substantially all of its assets.

23. **Binding Effect**. This Agreement is binding upon, and shall inure to the benefit of the parties and their successors and permitted assigns.

24. **Jurisdiction; Venue.** Jurisdiction of any litigation with respect to this agreement will be in New York, with venue in a court of competent jurisdiction in Onondaga County.

******Balance of Page Intentionally Left Blank******
******Signature Page to Follow******

The parties' assent to this Agreement as of the date set forth at the beginning is confirmed by their signatures below.

Lifetime Benefit Solutions, Inc.:

By: _____

Print Name: Lori Florack

Title: President

Date: _____

Natrona County:

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY

Y: _____
ATE: 6-26-2020

Rev. 12/2016
Lifetime Benefit Solutions, Inc.

Lifetime
BENEFIT SOLUTIONS

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA"), effective upon execution, is between **Natrona County** with its principal place of business at 200 North Center Street, Casper, WY 82601 ("Organization"), and Lifetime Benefit Solutions, Inc., with a principal place of business at 333 Butternut Drive, Syracuse, NY 13214 ("Business Associate").

Organization and Business Associate are parties to one or more agreements pursuant to which Business Associate has agreed to provide certain services on Organization's behalf ("Agreement").

This BAA supersedes any prior BAA or similar terms incorporated into one or more Agreements between the Organization and the Business Associate.

Organization and Business Associate execute this BAA to comply with the requirements of the implementing regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as modified by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), otherwise known as the "HIPAA Rules." Specifically, the HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations ("CFR") Part 160 and Part 164. The HIPAA Privacy Rule is the Standards for Privacy of Individually Identifiable Health Information at 45 CFR, Part 160 and Part 164, subparts A and E. The HIPAA Security Rule is the HIPAA Security Standards (45 CFR Parts 160 and 164, Subpart C). The HIPAA Breach Notification Rule is the Notification in the Case of Breach of Unsecured Protected Health Information, as set forth at 45 CFR Part 164 Subpart D. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Rules.

1. Privacy of Protected Health Information.

   (a) Permitted Uses and Disclosures. Business Associate is permitted to use and disclose Protected Health Information that it creates or receives on Organization's behalf or receives from Organization (or another business associate of Organization) and to request Protected Health Information on Organization's behalf (collectively, "Organization's Protected Health Information") only as follows:

      (i) Functions and Activities on Organization's Behalf. To perform functions, activities, services, and operations on behalf of Organization, consistent with the HIPAA Rules, as specified in the Agreement.

      (ii) Business Associate's Operations. For Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, provided that, with respect to disclosure of Organization's Protected Health Information, either:

A) The disclosure is Required by Law; or

B) The Business Associate obtains reasonable assurances from the person or entity to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person or entity; the person or entity will use appropriate safeguards to prevent unauthorized access to, use, or disclosure of the Protected Health Information, and the person or entity in possession of the Protected Health Information immediately notifies the Business Associate of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached; or

C) The Protected Health Information is de-identified.

(b) Minimum Necessary. Business Associate will, in its performance of the functions, activities, services, and operations specified in Section 1(a) above, make reasonable efforts to use, to disclose, and to request of the Organization only the minimum amount of Organization's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request. In addition, Business Associate also agrees to follow appropriate minimum necessary policies in the performance of its obligations under this BAA. This minimum necessary requirement does not apply to:

(i) Disclosure to or request by a health care provider for Treatment;

(ii) Use for or disclosure to an individual who is the subject of Organization's Protected Health Information, or that individual's personal representative;

(iii) Use or disclosure made pursuant to an authorization compliant with 45 CFR § 164.508 that is signed by an individual who is the subject of Organization's Protected Health Information to be used or disclosed, or by that individual's personal representative;

(iv) Disclosure to DHHS in accordance with Section 5(a) of this BAA;

(v) Use or disclosure that is Required by Law; or

(vi) Any other use or disclosure that is excepted from the minimum necessary limitation as specified in 45 CFR § 164.502(b)(2).

(c) Prohibition on Unauthorized Use or Disclosure. Business Associate will neither use nor disclose Organization's Protected Health Information, except as permitted or required by this BAA or in writing by Organization or as Required by Law. This BAA does not authorize Business Associate to use or disclose

Organization's Protected Health Information in a manner that will violate the 45 CFR Part 164, Subpart E "Privacy of Individually Identifiable Health Information" ("Privacy Rule") if done by Organization, except as set forth in Section 1(a)(ii) of this BAA.

(d) Sale of PHI. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except where permitted by the Agreement and consistent with applicable law.

(e) Marketing. Business Associate shall not directly or indirectly receive payment for any use or disclosure of PHI for marketing purposes except where permitted by the Agreement and consistent with applicable law.

(f) Information Safeguards.

(i) Privacy of Organization's Protected Health Information. Business Associate will implement appropriate administrative, technical, and physical safeguards to protect the privacy of Organization's Protected Health Information. The safeguards must reasonably protect Organization's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule, 45 CFR Part 164, Subpart E and this BAA, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this BAA.

(ii) Security of Organization's Electronic Protected Health Information. Business Associate will implement administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Organization's behalf as required by the Security Rule, 45 CFR Part 164, Subpart C. Business Associate shall implement policies and procedures and meet the Security Rule documentation requirements.

(g) Subcontractors and Agents. Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this BAA or in writing by Organization to disclose Organization's Protected Health Information, to provide reasonable assurances that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to Organization's Protected Health Information that are applicable to Business Associate under this BAA.

2. Compliance with Transaction Standards. If Business Associate conducts in whole or part electronic Transactions on behalf of Organization for which DHHS has established Standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 CFR Part 162. Business Associate will not enter

into any Trading Partner Agreement in connection with the conduct of Standard Transactions on behalf of Organization that:

(a) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;

(b) Adds any data element or segment to the maximum defined data set;

(c) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or

(d) Changes the meaning or intent of the Standard Transaction's implementation specification.

3. Individual Rights.

(a) Access. Business Associate will, within twenty (20) calendar days following Organization's request, make available to Organization or, at Organization's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies Organization's Protected Health Information in a designated record set about the individual that is in Business Associate's custody or control, consistent with the requirements of 45 CFR § 164.524.

(b) Amendment. Business Associate will, upon receipt of written notice from Organization, promptly amend or permit Organization access to amend any portion of Organization's Protected Health Information in a designated record set, so that Organization may meet its amendment obligations under 45 CFR § 164.526.

(c) Disclosure Accounting. So that Organization may meet its disclosure accounting obligations under 45 CFR § 164.528:

i) Disclosures Subject to Accounting. Business Associate will record the information specified in Section 3(c)(iii) below ("Disclosure Information") for each disclosure of Organization's Protected Health Information, not excepted from disclosure accounting as specified in Section 3(c)(ii) below, that Business Associate makes to Organization or to a third party.

ii) Disclosures Not Subject to Accounting. Business Associate will not be obligated to record Disclosure Information or otherwise account for the following disclosures of Organization's Protected Health Information:

A) That occurred before April 14, 2003;

B) For Treatment, Payment or Health Care Operations activities;

C) To an individual who is the subject of Organization's Protected Health Information disclosed, or to that individual's personal representative;

D) Pursuant to an authorization compliant with 45 CFR § 164.508 that is signed by an individual who is the subject of Organization's Protected Health Information disclosed, or by that individual's personal representative;

E) For notification of and to persons involved in the care or payment related to the health care of an individual who is the subject of Organization's Protected Health Information disclosed and for disaster relief;

F) To law enforcement officials or correctional institutions in accordance with 45 CFR § 164.512(k)(5);

G) For national security or intelligence purposes in accordance with 45 CFR § 164.512(k)(2);

H) In a Limited Data Set;

I) Incident to a use or disclosure that Business Associate is otherwise permitted to make by this BAA; and

J) Otherwise excepted from disclosure accounting as specified in 45 CFR § 164.528.

iii) Disclosure Information. With respect to any disclosure by Business Associate of Organization's Protected Health Information that is not excepted from disclosure accounting by Section 3(c)(ii) above, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

A) Disclosure Information Generally. Except for repetitive disclosures of Organization's Protected Health Information as specified in Section 3(c)(iii)(B) below and for disclosures for large Research studies as specified in Section 3(c)(iii)(C) below, the Business Associate must record Disclosure Information as required by the HIPAA Privacy Rule for each accountable disclosure, including but not limited to: (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of Organization's Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

B) Disclosure Information for Repetitive Disclosures. For repetitive disclosures of Organization's Protected Health Information that

Business Associate makes for a single purpose to the same person or entity (including Organization), the Disclosure Information that Business Associate must record is either the Disclosure Information specified in Section 3(c)(iii)(A) above for each accountable disclosure, or (i) the Disclosure Information specified in Section 3(c)(iii)(A) above for the first of the repetitive accountable disclosures, (ii) the frequency, periodicity, or number of the repetitive accountable disclosures, and (iii) the date of the last of the repetitive accountable disclosures.

C) Disclosure Information for Large Research Activities. For disclosures of Organization's Protected Health Information that Business Associate makes for particular Research involving 50 or more individuals and for which an Institutional Review Board or Privacy Board has waived authorization during the period covered by an individual's disclosure accounting request, the Disclosure Information that Business Associate must record is (i) the name of the Research protocol or activity, (ii) a plain language description of the Research protocol or activity, including its purpose and criteria for selecting particular records, (iii) a brief description of the type of Organization's Protected Health Information disclosed for the Research, (iv) the dates or periods during which Business Associate made or may have made these disclosures, including the date of the last disclosure that Business Associate made during the period covered by an individual's disclosure accounting request, (v) the name, address, and telephone number of the Research sponsor and of the researcher to whom Business Associate made these disclosures, and (vi) a statement that Organization's Protected Health Information relating to an individual requesting the disclosure accounting may or may not have been disclosed for a particular Research protocol or activity.

iv) Availability of Disclosure Information. Unless otherwise provided by applicable law, Business Associate will maintain the Disclosure Information for at least six (6) years following the date of the accountable disclosure to which the Disclosure Information relates.

Business Associate will make the Disclosure Information available to Organization within thirty (30) days following Organization's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

(d) Restriction Agreements and Confidential Communications. Business Associate will comply with any agreement that Organization makes that either (i) restricts use or disclosure of Organization's Protected Health Information pursuant to 45 CFR § 164.522(a), or (ii) requires confidential communication about Organization's Protected Health Information pursuant to 45 CFR § 164.522(b), provided that Organization notifies Business Associate in writing of

the restriction or confidential communication obligations that Business Associate must follow. Organization will promptly notify Business Associate in writing of the termination or alteration of any such restriction agreement or confidential communication requirement.

4. Privacy Obligation Breach and Security Incidents.

(a) Reporting.

i) Privacy Breach. Business Associate will promptly advise the Organization of any use or disclosure of Organization's Protected Health Information not permitted by this BAA or in writing by Organization. Business Associate will provide initial notification to the Organization, following discovery and without unreasonable delay, but in no event later than three (3) business days following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by the Breach Notification Regulation. This obligation to notify shall include any unauthorized acquisition, access, use, or disclosure, even where Business Associate has determined that such unauthorized acquisition, access, use, or disclosure does not compromise the security or privacy of such information, unless such acquisition, access, use or disclosure is excluded from the definition of breach in 45 CFR 164.402(2). Business Associate shall cooperate with Organization in investigating the Breach and in meeting the Organization's obligations under the Breach Notification Regulation and any other security breach notification laws.

ii) In addition, following the initial notification referenced above, the Business Associate shall report any actual or reasonably suspected Breach to the Organization. Such report shall include the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate will make the report to Organization's Privacy Officer not more than ten (10) business days after Business Associate learns of such non-permitted use or disclosure, or promptly thereafter as information becomes available. Business Associate's report will at least:

A) Provide a brief description of what happened, including the date of the breach and the date of discovery of the breach, if known;

B) Provide a description of the types of Unsecured Protected Health Information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

C) Identify any steps individuals should take to protect themselves from potential harm resulting from the breach; and

D) Include a brief description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches.

iii) Security Incidents. Business Associate will report to Organization any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of Organization's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. If any such security incident resulted in a disclosure of Organization's Protected Health Information not permitted by this BAA, Business Associate must provide the notice and report as required by Section 4(a)(i) and (ii) above.

Notwithstanding the foregoing, the parties hereby agree that this BAA is sufficient notification of the occurrence of multiple, unsuccessful security incidents including but not limited to attempted penetration of Business Associate's firewalls by computer viruses, attempted computer system hacks and other unsuccessful attacks on Business Associate's security and data infrastructure. Business Associate shall provide specific details on any such unsuccessful security incident upon Organization's specific request.

(b) Termination of Agreement.

i) Right to Terminate for Breach. Either Party may terminate this BAA if it determined that the Other Party has breached a material provision of this BAA and, upon written notice to the Breaching Party of the breach, the Breaching Party fails to cure the breach within a reasonable period of time not to exceed thirty (30) days without the express, written consent of the Non-Breaching Party. The Non-Breaching Party may exercise this right to terminate this BAA by providing the Breaching Party with written notice of termination, stating the failure to cure the breach of the BAA that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in the notice of termination. If for any reason the Non-Breaching Party determines that the Breaching Party has breached the terms of this BAA and such breach has not been cured, but the Non-Breaching Party determines that termination of the Agreement is not feasible, Organization may report such breach to the U.S. Department of Health and Human Services.

ii) Obligations on Termination.

Upon termination of this BAA for any reason, Business Associate shall return, or at Organization's request, destroy all Protected Health Information that Business Associate still maintains in any form, and shall retain no copies of such Protected Health Information, except that Business Associate may maintain one copy for archival purposes to verify that it provided the services under the contract. If return or destruction is not feasible, Business Associate shall retain the Protected Health Information, subject to all of the protections of this BAA, and shall make no further use of such Protected Health Information.

(c) Indemnity. Either Party ("Indemnifying Party") shall indemnify, hold harmless and defend Other Party and its employees, officers and directors (each an "Indemnified Party") for any third party claim against agents allegedly resulting from any unauthorized use or disclosure of Protected Health Information by the Indemnifying Party's acts or omissions in violation of applicable law or this BAA (each a "PHI Breach Claim"). The selection of counsel, the conduct of the defense of any lawsuit and any settlement shall be within the sole control of the Indemnifying Party. The Indemnifying Party shall, at its sole cost and expense: (i) defend the Indemnified Parties from and against such PHI Breach Claim, and (ii) indemnify and hold the Indemnified Parties harmless from any damages or expenses (including reasonable attorney's fees) actually and finally awarded against an Indemnified Party for a PHI Breach Claim, or any settlement of a PHI Breach Claim made in lieu of further litigation.

5. Organization's Obligations.

(a) Organization shall notify Business Associate of Organization's Notice of Privacy Practices, including any limitation(s) in accordance with 45 CFR 164.520, to the extent the Notice of Privacy Practices and/or such limitation(s) may affect Business Associate's use or disclosure of Protected Health Information.

(b) Organization shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Organization shall notify Business Associate of any amendment or restriction to use or disclosure of Protected Health Information that Organization has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of the Protected Health Information.

(d) Organization shall ensure that any Secured Protected Health Information, as defined under the HITECH Act and guidance promulgated thereunder, transmitted by Organization to Business Associate shall be secured by a

technology standard that is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

(e) Organization shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule, the Security Rule, or the HIPAA Final Rule, except as permitted pursuant to the provisions of Section 1 of this BAA.

6. General Provisions.

(a) Inspection of Internal Practices, Books, and Records. Business Associate will make its internal practices, books, and records relating to its use and disclosure of Organization's Protected Health Information available to DHHS to determine Organization's compliance with the Privacy Rule, 45 C.F.R. Part 164, Subpart E, and the Security Rule.

(b) Definitions. The terms "Covered Entity," "Electronic Protected Health Information," "Protected Health Information," "Standard," "Trading Partner Agreement," and "Transaction" have the meanings set out in 45 CFR § 160.103. The term "Standard Transaction" has the meaning set out in 45 CFR § 162.103. The term "Required by Law" has the meaning set out in 45 CFR § 164.103. The terms "Health Care Operations," "Payment," "Research," and "Treatment" have the meanings set out in 45 CFR § 164.501. The term "Limited Data Set" has the meaning set out in 45 CFR § 164.514(e). The term "use" means, with respect to Protected Health Information, utilization, employment, examination, analysis or application within Business Associate. The terms "disclose" and "disclosure" mean, with respect to Protected Health Information, release, transfer, providing access to or divulging to a person or entity not within Business Associate. For purposes of this BAA, Organization's Protected Health Information encompasses Organization's Electronic Protected Health Information. Any other capitalized terms not identified here shall have the meaning as set forth in the HIPAA Rules.

(c) Amendment to Agreement. Upon the compliance date of any final regulation or amendment to final regulation promulgated by DHHS that affects Business Associate's use or disclosure of Organization's Protected Health Information or Standard Transactions, the Agreement and this BAA will automatically amend such that the obligations imposed on Business Associate remain in compliance with the final regulation or amendment to final regulation.

Any other amendment or waiver of this BAA shall require a separate writing executed by the parties that expressly modifies or waives a specific provision(s) of this BAA.

7. Conflicts. The terms and conditions of this BAA will override and control any conflicting term or condition of Agreement. All non-conflicting terms and conditions of Agreement remain in full force and effect.

8. No Third Party Beneficiaries. Organization and Business Associate agree that there are no intended third party beneficiaries under, or other parties to, this BAA.

9. Governing Law; Jurisdiction; Venue. This BAA will be governed by and construed in accordance with the laws of the State of New York. Any action brought under this BAA will be brought in a court of competent jurisdiction venued in the County of Onondaga, State of New York.

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****Signature page to follow****

IN WITNESS WHEREOF, Organization and Business Associate execute this BAA in multiple originals to be effective on the last date written below.

Lifetime Benefit Solutions, Inc.:

By: _____

Name: Lori Florack

Title: President

Date: _____

Natrona County:

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY

Y: _____
ATE: 6-26-2020

Lifetime
BENEFIT SOLUTIONS

Schedule A (Rate Sheet)
to
Continuation Coverage Administrative Services Agreement
between
Natrona County and Lifetime Benefit Solutions, Inc.
Effective July 1, 2020

CLIENT SET-UP FEES

Implementation (One-Time Fee) (Includes a computer set-up fee of all client plans, rates, and locations)	$250.00
Monthly Administration	$0.00 PE/PM Minimum $25.00 / Month
Current Continuee Conversion	$0.00 / Continuee

FEES

Lifetime Benefit Solutions offers several options, allowing the client to elect various types of notification.

COBRA-SPECIFIC RIGHTS NOTIFICATION

Notification by First-Class Mail (Per Qualifying Event and per Qualifying Beneficiary)	Included in Above Rate
-or-	
Notification by Certified, Return-Receipt Mail (Per Qualifying Event and per Qualifying Beneficiary)	$0.25 Additional PE/PM Fee Minimum Increased to $75 / Month
General Notice With Acceptable Electronic Format	Included in Above Rate
General Notice – Manually	Included in Above Rate
General Notice to Current Population Open Enrollment Mailing	$2.00 / Notice $5.00 / Mailing

BILLING

Invoice Remittance System	Included in Above Rate

PREMIUM COLLECTION

Continuee Premium Payments Sent to Client Biweekly (Lifetime Benefit Solutions forwards 2% Administration Fee from Continuees to Client, if applicable)	Included in Above Rate

Lifetime
BENEFIT SOLUTIONS

THREE-WAY CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made as of **July 1, 2020** ("Effective Date") by and among Lifetime Benefit Solutions, Inc. ("LBS"), with its principal place of business at 333 Butternut Drive, Syracuse, NY 13214, **Natrona County,** with its principal place of business at 200 North Center Street, Casper, WY 82601 ("Group"), and **Novo Benefits, LLC,** with its principal place of business at 11755 E. Peakview Avenue, Suite 250, Englewood, CO 80111 ("Consultant").

Now, therefore, for and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the parties agree as follows:

1. Purpose

a. Group has contracted with Consultant to provide certain consulting and/or broker services related to **Natrona County** all as more particularly described in the consulting/auditing/broker/independent contractor agreement executed by Group and Consultant (the "Agreement").

b. Group and Consultant hereby represent and warrant to LBS that prior to LBS undertaking any obligations under this Confidentiality Agreement, Group and Consultant shall execute and comply with the terms of a separate written HIPAA business associate agreement, obligating the parties to comply with privacy and security safeguard obligations with respect to protected health information. Group and Consultant agree to amend such separate agreement as necessary or advisable from time to time to comply with and reflect current or future legislation, regulations or rule relating to HIPAA. Group and LBS are parties to a HIPAA business associate agreement.

c. To enable Consultant to perform its obligations under the Agreement, Group has requested, and hereby authorizes, LBS to provide to Consultant certain information, which may include Confidential Information and protected health information, pertaining to Group, the confidentiality of which must be maintained, and which must be protected from further disclosure and unauthorized use.

2. "Confidential Information" Defined; No Warranties

a. For purposes of this Confidentiality Agreement, the term "Confidential Information" means all confidential and proprietary information of a party, including, but not limited to, all: information concerning patents, patent applications, trade secrets, ideas, models, samples, techniques, sketches, designs, drawings, works of authorship, art work, improvements, inventions, equipment, processes, apparatuses, algorithms, software programs, software systems, software source documents, data communications and other technology; information concerning research, experimental

work, development, engineering, design details, specifications, purchasing, or manufacturing of current, future, or proposed products and services; and information concerning finances, investors, employees, customers, know-how related to networking, business and contractual relationships, business forecasts, procurement requirements, sales, merchandising, business strategies and plans, marketing plans and pricing; and other trade secrets or confidential information of a party's clients, vendors, suppliers, or distributors, concerning their respective businesses. Confidential Information shall also include any notes, analyses, reports, copies, compilations or other material or documents prepared by a party, or other person on a party's behalf, which is based in whole or in part on Confidential Information. "Confidential Information" does not include information that becomes available to Consultant on a non-confidential basis from a source other than LBS or Group, provided that such information is not known by Consultant to be proprietary or such source is not known by Consultant to be bound by a confidentiality agreement or other obligation of secrecy to LBS, Group or another party. Group's and Consultant's use and disclosure of protected health information shall be exclusively governed by the business associate agreement.

b. Neither Group nor LBS makes any representation or warranty as to the accuracy or completeness of information provided to Consultant pursuant to this Confidentiality Agreement.

3. Limitations on Use and Disclosure

Consultant will not, in any manner or for any reason whatsoever, directly or indirectly:

a. use all or any portion of the Confidential Information for any purpose other than solely for the performance of its obligations under the Agreement;

b. except as set forth in this Confidentiality Agreement, disclose or otherwise make available in any manner or form to any person or entity (including, without limitation, Group) all or any portion of the Confidential Information; or

c. take any action or fail to take or abstain from taking any action the effect of which would cause Confidential Information to be disclosed or otherwise made available in a manner inconsistent with Consultant's obligations under this Confidentiality Agreement.

4. Permissible Use and Disclosure

a. Consultant may report to Group pursuant to the terms of the Agreement.

b. Consultant may disclose Confidential Information to its employees only on a need-to-know basis, provided that Consultant:

i. directs its employees to use the Confidential Information solely for the purpose of fulfilling its obligations under the Agreement;

ii. informs its employees of the confidential nature of the Confidential Information; and

iii. directs and causes its employees to treat Confidential Information confidentially, as required of Consultant under this Confidentiality Agreement.

c. Consultant may utilize subcontractors in performing its services under the Agreement. Consultant may disclose Confidential Information to its subcontractors only on a need-to-know basis, provided that Consultant:

i. directs its subcontractors to use the Confidential Information solely for the purpose of fulfilling Consultant's obligations under the Agreement;

ii. informs its subcontractors of the confidential nature of the Confidential Information; and

iii. directs and causes its subcontractors to treat the Confidential Information confidentially, as required of Consultant under this Confidentiality Agreement.

d. Consultant will provide LBS with prompt written notice, upon LBS' request, of all employees and subcontractors to whom Confidential Information was disclosed.

5. Notice of Improper Use or Disclosure

Except as may be required under HIPAA, Consultant will notify LBS within the longer of 24 hours or one (1) business day, upon learning of any use or disclosure of Confidential Information in contravention of this Confidentiality Agreement. The notice will include to whom and for what purpose the Confidential Information was used or disclosed, the specific Confidential Information used or disclosed, and the circumstances surrounding the use or disclosure.

6. Safeguards

Consultant will implement appropriate safeguards to ensure that Confidential Information is not used or disclosed in a manner inconsistent with this Confidentiality Agreement. Such safeguards shall include, at a minimum, written standards and procedures that meet industry standards and comply with all applicable laws and regulations pertaining to the storage, access and transmission of Confidential Information to/by persons otherwise authorized to have access to it under the terms of this Confidentiality Agreement. Upon reasonable notice, LBS will have the right, at any time and from time to time, to audit Consultant's books and records and to conduct on-

site inspections of Consultant's operations, as necessary for LBS to ensure Consultant's compliance with the foregoing. Consultant will fully cooperate with LBS in the conduct of such audits and inspections at no charge.

7. Requested/Required Disclosures

Unless disclosure is permitted under this Confidentiality Agreement, if Consultant is required (by deposition, interrogatory, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Consultant will provide LBS with notice thereof (by telephone, fax or any other reasonable form of communication) within the longer of 24 hours or one (1) business day of the request or demand, and before responding, so that LBS may seek an appropriate protective order or other appropriate remedy. Consultant will furnish only that minimally necessary portion of the Confidential Information that LBS specifically authorizes Consultant to disclose, or that Consultant is legally required to disclose.

8. Return of Confidential Information

Upon LBS' request, or in the event that the Agreement or this Confidentiality Agreement is terminated, Consultant will promptly return to LBS all written material containing or reflecting any Confidential Information. The return of such material will not relieve Consultant of its obligations under this Confidentiality Agreement. In any event, Consultant will not retain any copies, extracts or other reproductions in whole or in part of such written material or any other Confidential Information. All documents, memoranda, notes and other writings whatsoever prepared by Consultant or its agents based on information reflected in the Confidential Information will be destroyed, and the destruction will be certified in writing to LBS by an authorized officer supervising the destruction. In the event that return or destruction of any material containing or reflecting any Confidential Information is infeasible, Consultant may not further use or disclose the Confidential Information and will certify in writing to LBS that it will not use or disclose Confidential Information.

9. Remedies for Breach

a In the event of any breach or threatened breach of this Confidentiality Agreement, LBS will be entitled to all legal and equitable remedies, including specific performance, without requirement of proof of actual damages or threat of actual damages. Consultant and Group each agree to indemnify, hold harmless, and defend with competent counsel, LBS, from and against any claim, action, proceeding, loss, damages, costs, expenses (including, without limitation, reasonable attorneys' fees) or liabilities resulting from its use or disclosure of Confidential Information in connection with this Confidentiality Agreement.

b. In the event that LBS determines, in its sole discretion, that Consultant has violated a material term of this Confidentiality Agreement, LBS will be entitled to immediately cease providing Confidential Information to Consultant, and to invoke one or more of the remedies available under this Confidentiality Agreement or at law or in equity.

10. Survival

The rights and obligations of the parties set forth in this Confidentiality Agreement will survive the termination of the Agreement or this Confidentiality Agreement in any event.

11. No Third Party Beneficiaries

LBS, Group, and Consultant agree that there are no intended third party beneficiaries under, or other parties to, this Confidentiality Agreement.

12. Modification/Waiver

This Confidentiality Agreement may be modified or waived only by a separate writing executed by the parties that expressly modifies, or waives a specific provision of, this Confidentiality Agreement. Consultant will abide by any modifications made to this Confidentiality Agreement by LBS for the purpose of maintaining compliance with any statutory, regulatory or other legal requirement.

13. Governing Law; Jurisdiction; Venue

This Confidentiality Agreement will be governed by and construed in accordance with the laws of the State of New York. Any action brought under this Confidentiality Agreement will be brought in a court of competent jurisdiction venued in the County of Onondaga, State of New York.

****Balance of page intentionally left blank****
****Signature page to follow****

The parties' assent to the terms of this Confidentiality Agreement is confirmed by their authorized signatures below as of the Effective Date.

Lifetime Benefit Solutions, Inc.:

By: _____

Print Name: Lori Florack

Title: President

Natrona County:

By: _____

Print Name: _____

Title: _____

Novo Benefits, LLC:

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY

Y: Eric K. Nelson
ATE: 6-26-2020

RESOLUTION NO. 23-20

RESOLUTION PLACING **PARTIAL FIRE** CLOSURE RESTRICTIONS ON NATRONA COUNTY, WYOMING, DUE TO EXTREME FIRE DANGER

WHEREAS, the Natrona County Fire Warden, after consultation with the Natrona County Fire District, the Casper Mountain Fire District, and the Bureau of Land Management have agreed to recommended the **partial closing** of all areas within the boundaries of Natrona County, Wyoming, to open burning and other fire related activities on all private and county lands in Natrona County; and

WHEREAS, the Bureau of Land Management has imposed a fire closure resolution on BLM lands in Natrona County, Wyoming; and

WHEREAS, Natrona County is currently approaching drought conditions and fire danger is extremely high; and

WHEREAS, W.S. §§ 35-9-301 and 302 provide authority to the Board of County Commissioners in the State of Wyoming, if certain conditions are met, to "…close the area to any form of use by the public or may limit such use upon the recommendation of the county fire warden, including prohibition of any type of open fire…for such period of time as the board of county commissioners may deem necessary and proper;" and

WHEREAS, Natrona County has the inherent power and authority to regulate, limit and prohibit activities and uses of lands and premises owned by Natrona County, Wyoming, or in which Natrona County holds a legal interest; and

WHEREAS, based upon the recommendation of the Natrona County Fire Warden, and the information provided by him to this Board of County Commissioners, it is deemed necessary and proper to prohibit and limit the use of open fires and incendiary devices in Natrona County, Wyoming, for so long as high fire danger conditions continue to exist.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Natrona County, Wyoming, that effective commencing **July 1, 2020**, the open burning and other fire related activities on all private, county, and, to the extent not inconsistent with other closure orders such as State or Federal, lands in Natrona County, Wyoming, is hereby placed under restriction as follows:

1. Trash and refuse is to be burned only in containers provided with spark arrestors in a 10 foot cleared area between the hours of 8:00 a.m. and 11:00 a.m. only in areas approved for this type of burning.

2. Wood fires must be contained in established fire rings. Building or using any open fie or camp fire, except within fire rings or grates at developed campgrounds, or within fully enclosed stoves grills or in stoves using pressurized liquid gas is prohibited.

3. Charcoal fires within enclosed grills are permitted; however, the discarding of the hot coals in a manner that will cause an ignition of a fire is prohibited.

4. No person shall throw or drop any lighted match, cigar, cigarette or other burning substance in combustible material (weeds or brush) or in the close proximity of combustible materials.

5. No smoking, except within an enclosed vehicle or building, a developed recreation site, or while stopped in an area of least 3 feet in diameter that is barren or cleared of all flammable material.

6. Discharging and detonation of fireworks, explosives requiring fuses blasting caps or exploding targets are prohibited without an approved permit.

7. No acetylene cutting torches or electric arc welding except in areas devoid of all vegetation in a ten foot area.

8. No propane or open fire branding activities except in corral areas in ranch complexes considered to be improved and cleared of all vegetation matter.

9. No fire or open flame allowed in unimproved areas.

10. No operation of chainsaws without a properly installed USDA or SAE approved spark arrestor and either a 5lb. or larger dry chemical fire extinguisher or an adequate supply of water and a shovel in case of a fire. These fire tools may be kept with the operator's gas supply, but must be available in the immediate vicinity of the chainsaw operations.

11. There will be no slash pile burning on Casper Mountain. Landowners on Casper Mountain with slash pile cleanup can take their slash to Tower Hill, which has been designated for receipt and disposal of slash materials.

12. Additional restrictions on allowed uses, in particular areas, may be imposed due to adverse weather, range and fuel conditions (i.e. Red Flag Days), at the discretion and advice of the County Fire Warden, Natrona County Fire District and Casper Mountain Fire District.

13. Religious organizations or entities seeking an exemption from the fire restrictions for religious ceremonies must make application to the County Fire Warden for the exemption and provide details as to the nature of the ceremony and proposed safety precautions to minimize the risk of fire danger.

BE IT FURTHER RESOLVED, that the penalties provided in W.S. § 35-9-304 may be improved for violations of this resolution, to wit: A fine not to exceed One Hundred Dollars ($100) or imprisonment in the Natrona County Jail not to exceed thirty (30) days, or both such fine and imprisonment.

BE IT FURTHER RESOLVED that the Natrona County Fire Warden shall notify the Wyoming State Forester at 2211 Dey Avenue, Cheyenne, WY 82002, of the partial closure and restrictions provided in this resolution as well as any and all subsequent modifications hereto and/or recision hereof.

BE IT FURTHER RESOLVED that this fire closure shall stay in effect until further notice from the Natrona County Fire Warden.

DATED this 30th day of June 2020.

THE BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING

ATTEST:

_____
Rob Hendry, Chairman

_____
Tracy Good, County Clerk

CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Master Services Agreement:
Natrona County

THIS Master Services Agreement ("Agreement") is agreed to by and between CivicPlus, LLC., d/b/a CivicPlus ("CivicPlus") and Natrona County;("Client") (referred to individually as "Party" and jointly as "Parties") and shall be effective as of the later date of signing indicated at the end of this Agreement ("Effective Date").

RECITALS

I. WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

II. WHEREAS, Client wishes to engage in a relationship with CivicPlus for such services and/or license for the development and use of proprietary software developed and owned by CivicPlus;

III. WHEREAS, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. This Agreement shall commence on the date set forth below and shall remain in full force and effect during the term of any associated or attached Statement of Work ("SOW") between CivicPlus and Client. This Agreement and any associated or attached SOW will continue under the conditions set forth herein until terminated by either Party as specifically authorized herein.

2. Either Party may terminate this Agreement or any associated SOW at the end of the SOW term by providing the other Party with 60 days' written notice prior to the SOW renewal date.

3. Upon termination of this Agreement or any associated or attached SOW, the licenses granted for such relevant SOW by Section 15, below, will terminate; Client shall cease all use of the CivicPlus Property (as defined herein) associated with the terminated SOW.

4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, for any reason, prior to payment in full being made by Client for work completed by CivicPlus, any outstanding invoices or future planned billing for the development of Client's chosen government management platform and/or services, as defined in the SOW ("Project Development"), shall immediately become due in full.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the SOW in consideration of the fees owed by Client in described in the same SOW. Multiple and successive SOW may be entered into and shall be attached hereto. Such SOWs are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 27.

Invoicing & Payment Terms

6. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet, to be filled out and submitted by Client. Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change. Upon request CivicPlus will mail invoices, and the Client will be charged a $5.00 convenience fee.

7. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or $5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).

8. If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued, and the Client website, modules, interfaces or portals will no longer be active until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment.

9. If the Client requests a change in the timeline set forth and agreed upon at the beginning of the services, and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, consultant fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed $1,000 per CivicPlus resource per trip. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement ("Customer Content").

11. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any Project Development.

13. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

Intellectual Property & Ownership

14. Intellectual Property of any software or other original works created by or licensed to CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of

any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

15. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in Section 14, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

Indemnification

16. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its partners, employees, and agents, directly associated with this Agreement and the operations and installation of software contemplated by this Agreement. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the other Party.

Client Responsibilities

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the service received by the Client.

18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.

19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' personal data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and User names. Client will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Client data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any electronic communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.

21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any of the services or CivicPlus Property.

Limitation of Liability

22. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Services Fee paid by Client in the year prior to such claim of liability.

23. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

24. The liabilities limited by Section 22 and 23 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Force Majeure

25. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

26. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents

27. The following, if applicable, are to be attached to and made part of this Agreement:

a. Any Addendum and/or Amendments to this Agreement signed by both Parties;

b. Exhibit A - Statement(s) of Work;

b. Service Agreement Sales Forms;

c. Service Agreements previously executed between the Parties; and

d. Custom Development / Retainer Agreement

28. In the event of conflict with an attachment to this Agreement, this main body of this Agreement will govern. Notwithstanding the foregoing, no SOW or other attachment incorporated into this Agreement after execution of this main body of this Agreement will be construed to amend this main body unless it specifically states its intent to do so and cites the section or sections amended.

29. This Agreement and all attachments hereto sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter.

Interlocal Purchasing Consent

30. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus' sole discretion, this Agreement and any attached SOWs may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

Miscellaneous Provisions

31. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

32. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.

33. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

34. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client	CivicPlus
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Please sign and email to Megan Underwood at underwood@civicplus.com or fax to

Sign and E-mail the
entire
contract with exhibits to:

mailto:contracts@civicplus.com

Signature pages sent without the entire contract attached will not be accepted. We will e-mail a counter-signed copy of the contract back to you once we begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager

302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

Master Service Agreement and Statement of Work

Addendum

THIS Master Services Agreement and Statement of Work Addendum ("Addendum") hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement and/or Statement of Work ("Agreements") and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the "Special Terms"), as described below. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. ADDITIONAL TERMS

35. **Governmental Immunity.** Client 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.

2. AMENDMENTS

The terms and conditions of the Agreement are hereby amended as follows:

Document and Section	Amended Language

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Addendum.

Client	**CivicPlus**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY
Y: Fred K. Ahlm
ATE: 6-25-2020

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 Natrona County Fire Protection District ("NCFPD"), collectively referred to as "Agencies". The parties' respective contact information is:

Natrona County Fire Protection District PO Box 820 Mills, WY 82644	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.

Natrona County Fire Protection District

_____

Attest

_____

GEORGE E. TIRMAN JR. VC NCFDBT

THE BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING

_____
Robert L. Hendry, Chairman

Attest:

_____
Tracy Good, County Clerk

Approved as to form:

_____
Natrona County Attorney

COUNTY OF NATRONA, STATE OF WYOMING LICENSE NO. 29-20-12

LICENSE

Date 6-9-2020 Road Opportunity BLVD

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF NATRONA, STATE OF WYOMING, (hereinafter called the "Board", hereby grants a license to Mountain Peak Builders

(hereinafter called the "Licensee"), to construct, maintain, use and operate _____ (hereinafter called the "Facility"), located in Section _____ Township _____ N, Range W, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated _____, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

This license is granted upon such express terms and conditions as are inserted below, and should the Licensee at any time violate any of the said terms or conditions herein contained or use or attempt to use said facility for any other or different purpose than that above specified, or refuse or fail to comply with any rule or direction of the County Road and Bridge Superintendent, made by said Superintendent under his general supervisory powers of control and supervision of county roads for the use and safety of the general public, then the Board may, at its option, immediately revoke this license.

This license is subject to the following conditions:

FIRST. The work of constructing, altering and maintaining of the Facilities shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee and under supervision of, and to satisfactorily meet the specifications of the County Road and Bridge Superintendent. Such work of construction, alteration and maintenance of the Facility shall be done in such a manner as to in no way interfere with the use, operation and maintenance by the County of Natrona of a county road for county road purposes, and in such manner as to in no way endanger the general public in use of said county road right-of-ways.

SECOND. The said Licensee shall give to the Board, through the County Road & Bridge Superintendent, at least ten days notice, in writing, before entering upon the county road right-of-way for the purpose of construction or alteration of the Facility or to make necessary repairs, except in case of genuine emergency requiring immediate repair, then in that event, the Licensee shall notify the Board, through the County Road & Bridge Superintendent, or local maintenance authority immediately enter upon the county road right-of-way and make necessary repairs. Licensee shall be responsible for any repairs necessary to road or right-of-way for 180 days after completion of construction.

THIRD. The said Licensee agrees to forever indemnity and defend the Board, their agents or employees, against and save them harmless from all liability for damage to property or injury to or death of persons, including all costs and expenses incident hereto, arising wholly or in part from or in connection with the existence of, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use or removal of the said Facility as it pertains to county road property.

FOURTH. The Board reserves the right to use, occupy and enjoy its right-of-way for a county road and for county road purposes, in such manner and at such times as it shall desire, the same as if the instrument had not been executed by it. If any such use shall at any time necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee, at the sole expense of said Licensee, upon the demand of the Board, through the County Road & Bridge Superintendent, and neither the Board nor the County of Natrona shall be liable to the said Licensee on account thereof, or on account of any damage growing out of any use which the County of Natrona or the Board, or either of them, may make of its said right-of-way.

FIFTH. The Board shall have the right at any time to revoke this license by the giving of thirty (30) days notice in writing to the said Licensee, and at the expiration of the time limited by said notice, or upon the express revocation of this license for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the Board, through the County Road & Bridge Superintendent, remove said Facility and each and every part thereof, hereby authorized, from the premises of the county road right-of-way and leave said premises in the same condition in which they were before the installation of said Facility. Upon the refusal or failure of the Licensee so to do, the Board may remove the Facility and each and every part thereof and restore the county road right-of-way to the same condition as before the granting of this license, and the Licensee hereby agrees promptly to pay to the County of Natrona the cost of said removal of the Facilities, and each and every part thereof.

SIXTH. The County of Natrona and the Board, for the purpose of this licensee, hereby disclaims any representation or implication that it retains any title in any county road right-of-way other than a perpetual easement for road purposes for so much land as described by the instrument coveying such easement. The Licensee by these present accepts notice and agrees that any expenses or damages incurred by said Licensee as a result of this disclaimer shall be borne by said Licensee at no expense whatsoever to the Board or the County of Natrona. It shall be also understood that on Access Facility Highways, ingress and egress shall be limited to those locations as designated by the Board, or their Designated Representative, and shown on plans on file in the office of the County Road Department and County Surveyor

SEVENTH. The waiver of any breach of any of the terms or conditions of this Licensee shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver of any such term or condition, all of which shall be and remain in full force and effect, as to the future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

EIGHTH. The said Licensee agrees to locate underground facilities when needed by the County or other users for future construction and maintenance activities. This location information will include the marking of the facility on the ground, as specified by W.S. §37-12-301 et seq., with the appropriate color and including the nature and elevation of the utility and shall be tied both horizontally and vertically, by coordinates, by a licensed land surveyor to a public land survey corner. This information shall be shown on plans created by the utility company or facility owner and a copy will be sent to the Natrona County Surveyor's Office in Casper, Wyoming. **Costs for identifying and locating the facility will be the responsibility of the utility company or facility owner on County right-of-ways.**

No official or employee of the County of Natrona, other that the Board of County Commissioners, shall have authority to waive any term or condition herein contained. Any amendments to this license agreement shall be in writing, signed by the licensee and designated representative of the county commissioners.

Date of Commencement ASAP
(Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion July 30 2020
(County Road & Bridge Superintendent must be notified within five (5) days after construction)

IN WITNESS WHEREOF, The Board of County Commissioners, has caused this license to be executed on the _____ day of _____, A.D., 19 _____.

COUNTY OF NATRONA

By Michael D. Hayes 6/15/2020
Road & Bridge Superintendent

By _____
County Surveyor

By _____
Chairman of the Board of County Commissioners

ATTEST:

_____
County Clerk

The undersigned, the Licensee mentioned in the forgoing License, hereby accepts the same, subject to the terms and conditions contained therein.

ATTEST:

_____
Secretary

_____
President

(the original instrument must recorded in the County Clerks office by Licensee)

ORIGINAL - RECORDING FILE, YELLOW - COMMISSIONERS, PINK - COUNTY SURVEYOR, GOLDENROD - LICENSEE

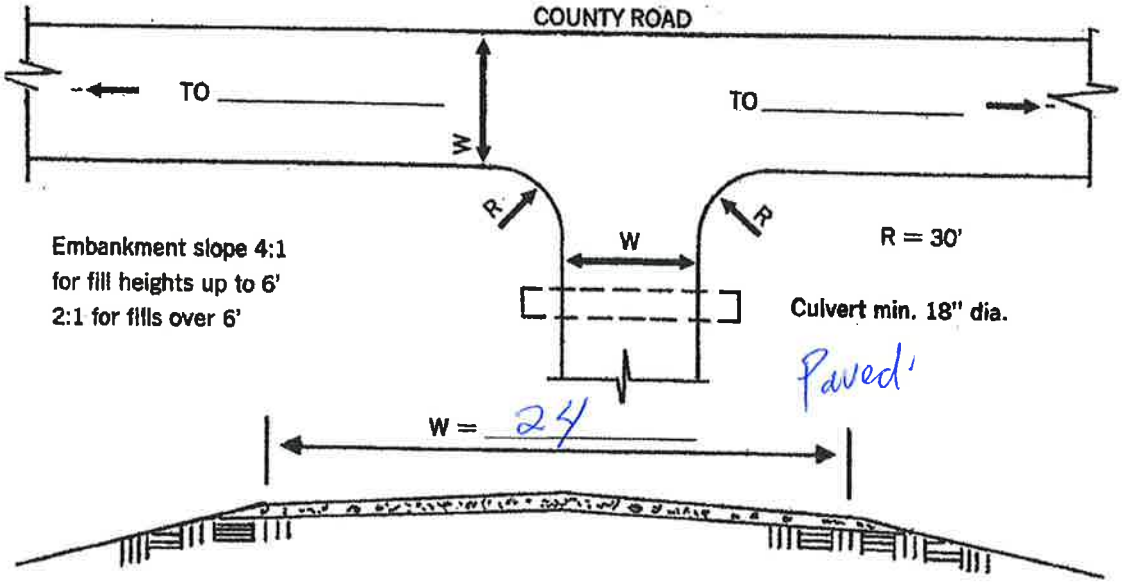
29-20-12

COUNTY OF NATRONA

APPLICATION FOR AN APPROACH

Applicant: Mountain Peak Builders

Address: P.O. Box 1052 Gillette wy 82717 Phone 307-939-3333



Furnish the Following Information:

1) Location: Section _____, Township _____ North, Range _____ West.

2) County Road Designation Opportunity BLVD

3) Surface of County Road Concrete
(Surface of approach must be same as surface of County Road.)

4) Soil Type Gravel

5) Sight Distance on County Road _____

6) Reason for Approach Ease of access to Property

7) Requirements:

A) Approach must meet specifications for construction and surfacing of subdivision roads and streets.

B) All disturbed areas must be seeded with a mixture and using methods approved by County Road Superintendent.

C) Any changes to the approach required because of change to the County Road will not be the responsibility of the County.

Approved:

Michael D. Hafer 6/19/2020
Road & Bridge Superintendent

Applicant 6-2-20
Date

County Surveyor

Registered Engineer or Land Surveyor — Date

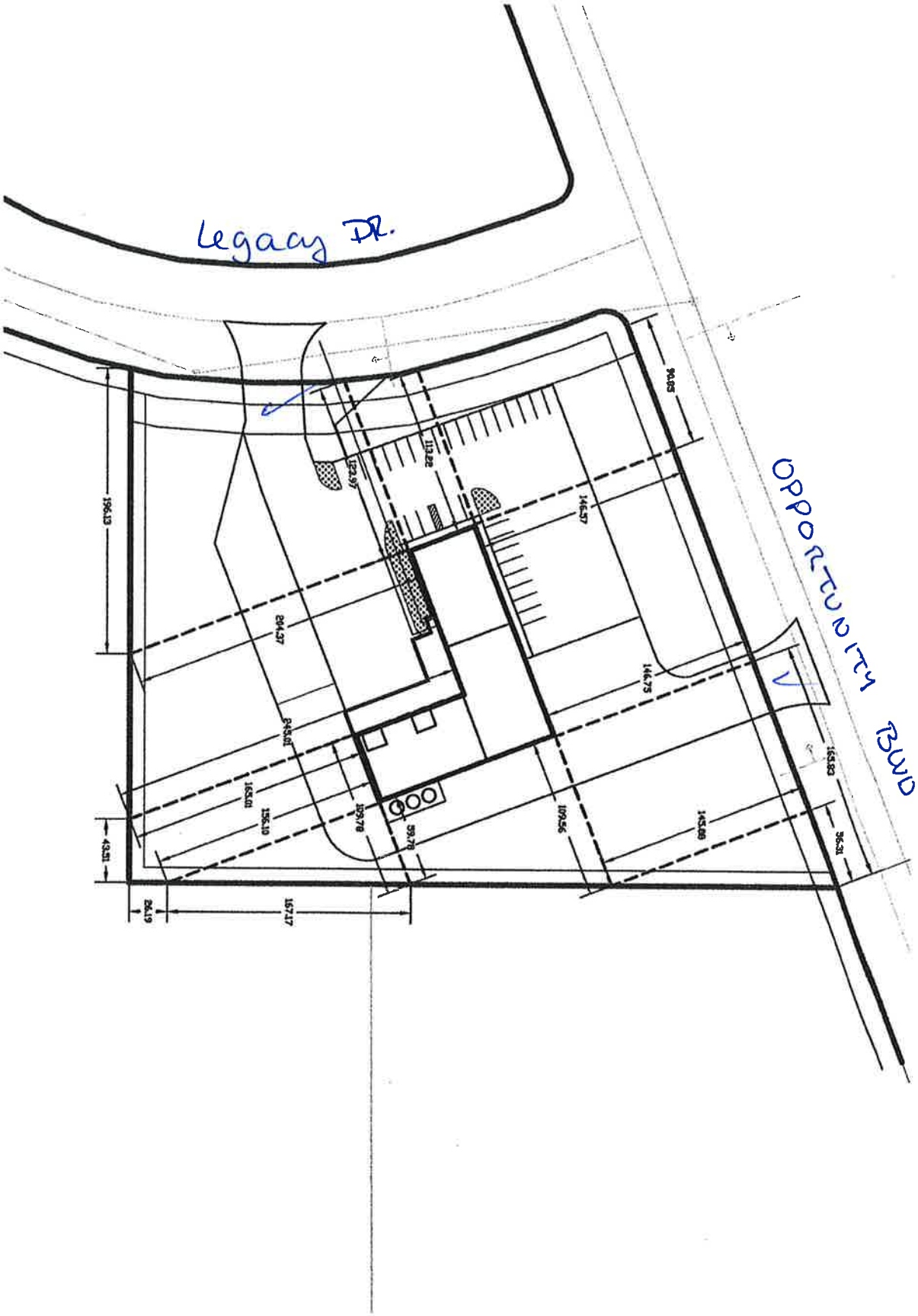
County Commissioner

Approval Date: _____

Completion Date: _____

COMMISSIONERS

29-20-12


Legacy DR.
OPPORTUNITY BLVD
90.85
165.93
36.31
145.00
109.56
146.75
146.57
113.22
152.97
196.13
264.37
248.01
165.01
156.10
159.70
59.70
43.51
26.19
167.17

COUNTY OF NATRONA, STATE OF WYOMING LICENSE NO. 29-20-13

LICENSE

Date 6-9-2020 Road Legacy Dr

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF NATRONA, STATE OF WYOMING, (hereinafter called the "Board", hereby grants a license to Mountain Peak Builders

(hereinafter called the "Licensee"), to construct, maintain, use and operate _____ (hereinafter called the "Facility"), located in Section _____ Township _____ N, Range _____ W, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated _____, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

This license is granted upon such express terms and conditions as are inserted below, and should the Licensee at any time violate any of the said terms or conditions herein contained or use or attempt to use said facility for any other or different purpose than that above specified, or refuse or fail to comply with any rule or direction of the County Road and Bridge Superintendent, made by said Superintendent under his general supervisory powers of control and supervision of county roads for the use and safety of the general public, then the Board may, at its option, immediately revoke this license.

This license is subject to the following conditions:

FIRST. The work of constructing, altering and maintaining of the Facilities shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee and under supervision of, and to satisfactorily meet the specifications of the County Road and Bridge Superintendent. Such work of construction, alteration and maintenance of the Facility shall be done in such a manner as to in no way interfere with the use, operation and maintenance by the County of Natrona of a county road for county road purposes, and in such manner as to in no way endanger the general public in use of said county road right-of-ways.

SECOND. The said Licensee shall give to the Board, through the County Road & Bridge Superintendent, at least ten days notice, in writing, before entering upon the county road right-of-way for the purpose of construction or alteration of the Facility or to make necessary repairs, except in case of genuine emergency requiring immediate repair, then in that event, the Licensee shall notify the Board, through the County Road & Bridge Superintendent, or local maintenance authority immediately enter upon the county road right-of-way and make necessary repairs. Licensee shall be responsible for any repairs necessary to road or right-of-way for 180 days after completion of construction.

THIRD. The said Licensee agrees to forever indemnity and defend the Board, their agents or employees, against and save them harmless from all liability for damage to property or injury to or death of persons, including all costs and expenses incident hereto, arising wholly or in part from or in connection with the existence of, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use or removal of the said Facility as it pertains to county road property.

FOURTH. The Board reserves the right to use, occupy and enjoy its right-of-way for a county road and for county road purposes, in such manner and at such times as it shall desire, the same as if the instrument had not been executed by it. If any such use shall at any time necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee, at the sole expense of said Licensee, upon the demand of the Board, through the County Road & Bridge Superintendent, and neither the Board nor the County of Natrona shall be liable to the said Licensee on account thereof, or on account of any damage growing out of any use which the County of Natrona or the Board, or either of them, may make of its said right-of-way.

FIFTH. The Board shall have the right at any time to revoke this license by the giving of thirty (30) days notice in writing to the said Licensee, and at the expiration of the time limited by said notice, or upon the express revocation of this license for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the Board, through the County Road & Bridge Superintendent, remove said Facility and each and every part thereof, hereby authorized, from the premises of the county road right-of-way and leave said premises in the same condition in which they were before the installation of said Facility. Upon the refusal or failure of the Licensee so to do, the Board may remove the Facility and each and every part thereof and restore the county road right-of-way to the same condition as before the granting of this license, and the Licensee hereby agrees promptly to pay to the County of Natrona the cost of said removal of the Facilities, and each and every part thereof.

SIXTH. The County of Natrona and the Board, for the purpose of this licensee, hereby disclaims any representation or implication that it retains any title in any county road right-of-way other than a perpetual easement for road purposes for so much land as described by the instrument coveying such easement. The Licensee by these present accepts notice and agrees that any expenses or damages incurred by said Licensee as a result of this disclaimer shall be borne by said Licensee at no expense whatsoever to the Board or the County of Natrona. It shall be also understood that on Access Facility Highways, ingress and egress shall be limited to those locations as designated by the Board, or their Designated Representative, and shown on plans on file in the office of the County Road Department and County Surveyor

SEVENTH. The waiver of any breach of any of the terms or conditions of this Licensee shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver of any such term or condition, all of which shall be and remain in full force and effect, as to the future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

EIGHTH. The said Licensee agrees to locate underground facilities when needed by the County or other users for future construction and maintenance activities. This location information will include the marking of the facility on the ground, as specified by W.S. §37-12-301 et seq., with the appropriate color and including the nature and elevation of the utility and shall be tied both horizontally and vertically, by coordinates, by a licensed land surveyor to a public land survey corner. This information shall be shown on plans created by the utility company or facility owner and a copy will be sent to the Natrona County Surveyor's Office in Casper, Wyoming. **Costs for identifying and locating the facility will be the responsibility of the utility company or facility owner on County right-of-ways.**

No official or employee of the County of Natrona, other that the Board of County Commissioners, shall have authority to waive any term or condition herein contained. Any amendments to this license agreement shall be in writing, signed by the licensee and designated representative of the county commissioners.

Date of Commencement ASAP
(Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion July 30 2020
(County Road & Bridge Superintendent must be notified within five (5) days after construction)

IN WITNESS WHEREOF, The Board of County Commissioners, has caused this license to be executed on the _____ day of _____ A.D., 19 _____.

COUNTY OF NATRONA

By Michael D Hughes 6/19/2020
Road & Bridge Superintendent

By _____
County Surveyor

By _____
Chairman of the Board of County Commissioners

ATTEST:

_____
County Clerk

The undersigned, the Licensee mentioned in the forgoing License, hereby accepts the same, subject to the terms and conditions contained therein.

ATTEST:

_____
Secretary

_____
President

(the original instrument must recorded in the County Clerks office by Licensee)

ORIGINAL - RECORDING FILE, YELLOW - COMMISSIONERS, PINK - COUNTY SURVEYOR, GOLDENROD - LICENSEE

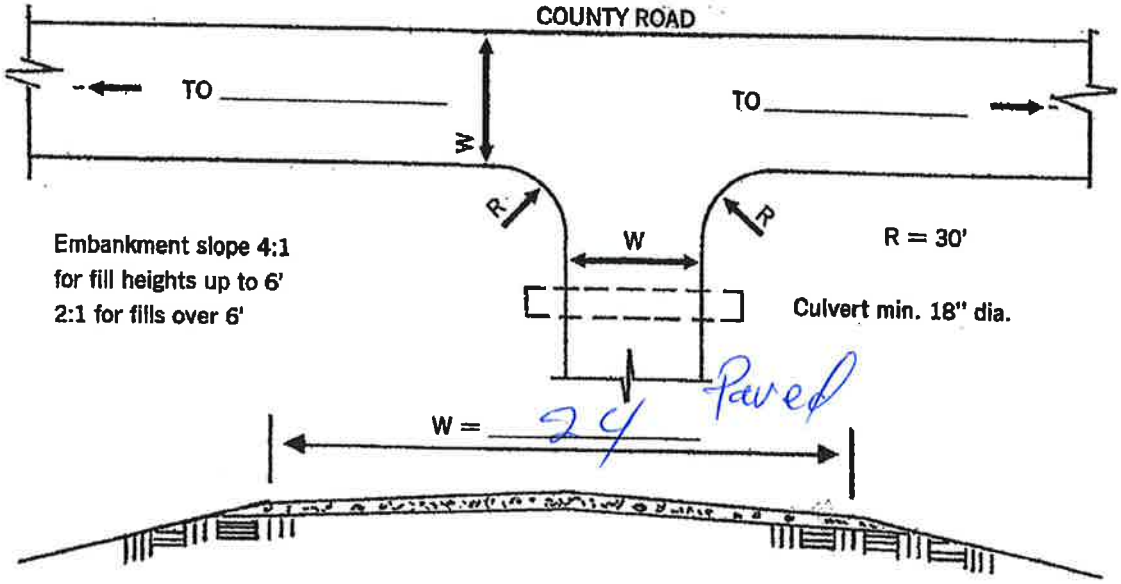
29-20-13

COUNTY OF NATRONA

APPLICATION FOR AN APPROACH

Applicant: Mountain Peak Builders

Address: P.O. Box 1052 Gillette Wy 82717 Phone 307-939-3333



Furnish the Following Information:

1) Location: Section _____, Township _____ North, Range _____ West.

2) County Road Designation Legacy DR

3) Surface of County Road Concrete
(Surface of approach must be same as surface of County Road.)

4) Soil Type Gravel

5) Sight Distance on County Road _____

6) Reason for Approach Ease of access to Property

7) Requirements:

A) Approach must meet specifications for construction and surfacing of subdivision roads and streets.

B) All disturbed areas must be seeded with a mixture and using methods approved by County Road Superintendent.

C) Any changes to the approach required because of change to the County Road will not be the responsibility of the County.

Approved:

Michael D. Hafling 6/9/2020
Road & Bridge Superintendent

6-2-20
Applicant — Date

County Surveyor

Registered Engineer or Land Surveyor — Date

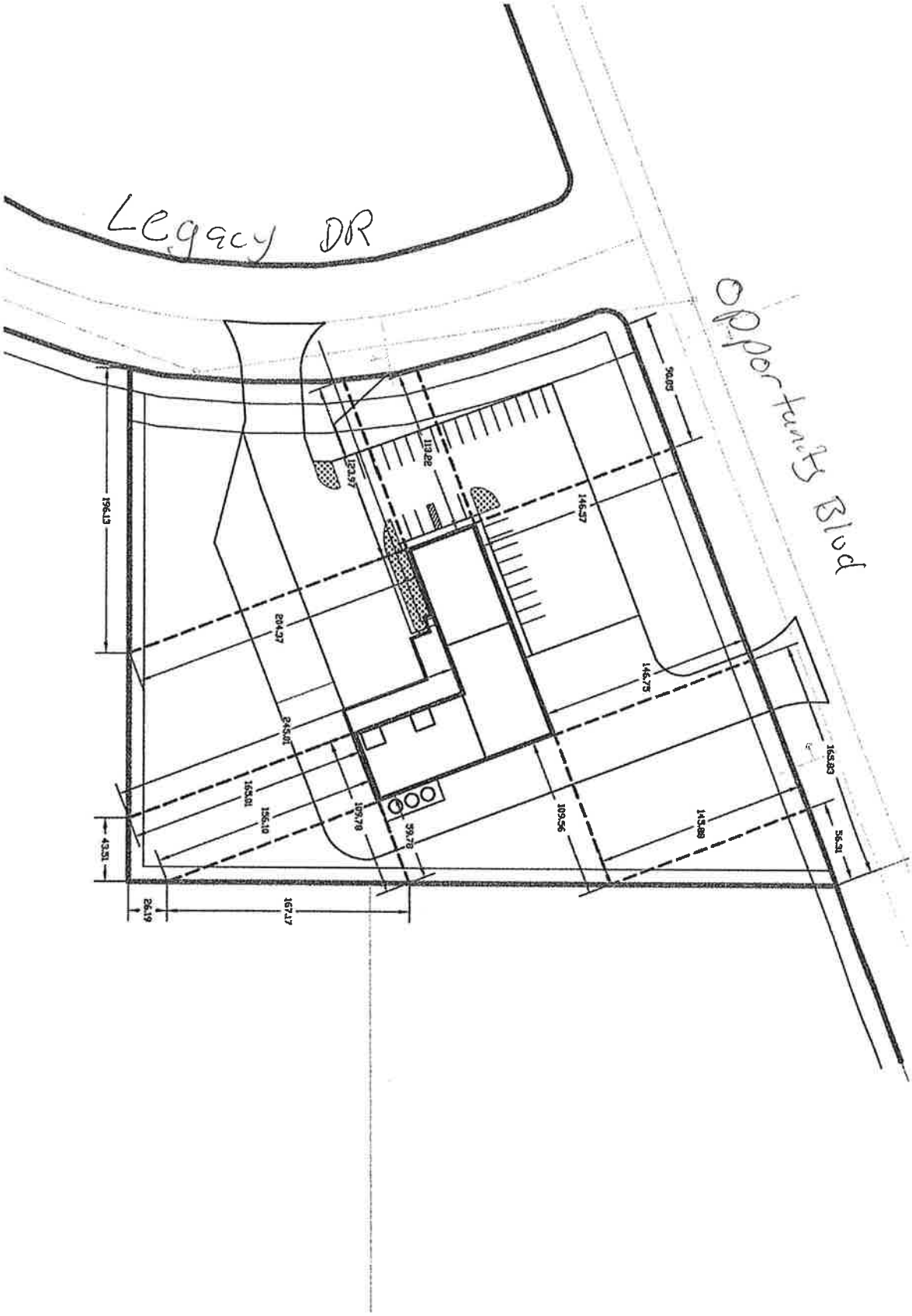
County Commissioner

Approval Date: _____

Completion Date: _____

COMMISSIONERS

29-20-13


Legacy DR
Opportunity Blvd
90.09
165.83
56.31
146.70
145.88
146.57
109.56
118.82
127.97
109.79
39.78
204.37
245.07
165.01
156.10
196.17
43.31
26.19
167.17

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

Paul Bertoglio
Forrest Chadwick
Robert Hendry
Brook Kaufman
Jim Milne

June 30, 2020

Andy Dunn, MC MS MHA
4121 Otter
Casper, WY 82604

RE: CITY-COUNTY BOARD OF HEALTH

Dear Dr. Dunn,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the City-County Board of Health. The Commissioners have appointed you to serve on this Board filling the term ending June 30, 2025. 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: Anna Kinder

RESOLUTION NO. 22-20

WHEREAS, certain offices and departments of Natrona County have received unanticipated revenue or need to transfer funds from one line item to the other in the fiscal year ending June 30, 2020; and

WHEREAS, it is proposed to make transfers of funds to supplement the following funds; and

WHEREAS, no protests were received regarding such transfer.

NOW THEREFORE, in consideration of the premises, be it resolved that the transfer be approved as follows:

FROM:	Unanticipated Revenue	$598,046.28
TO:		
	Coroner Consultant/Autopsies 7031-006-06	$30,500.00
	Child Support Enforcement Legal Notice Publications 7501-005-26	$107,733.51
	Commissioners/Health Building Maintenance Capital Improvements 9000-005-39	$40,000.00
	Commissioners/Projects, Grants Victim Services Training & Equipment 8436-005-34	$6,655.84
	Commissioners/Projects, Grants 2019 JAG Grant 8434-005-34	$10,538.54
	Commissioners/Projects, Grants Juvenile Services Grant 9243-005-34	$83,883.27
	Commissioners/Projects, Grants Coroner Grant 9269-005-34	$16,399.26
	Commissioners/Projects, Grants Economic Development/EDJB 9279-005-34	$169,228.16
	Commissioners/Projects, Grants Fairground Improvement Project 9284-005-34	$62,127.77

	Commissioners/Projects, Grants Impact Assistance/Cedar Springs 9286-005-34	$63,272.93
	Commissioners/General Accounts Dues/Convention Expenses 7602-005-33	$2,207.00
	Drug Court Drug Testing 8122-600-66	$5,500.00
FROM:	Balance Sheet Cash Reserve	$23,000.00
TO:	Commissioners/Maintenance Salaries Salaries 7001-005-22	$23,000.00
FROM:	1% Cash Reserve	$2,054,143.01
TO:	1% Optional Sales Tax Reserve Projects 9399-013-73	$2,054,143.01

DATED this 30th day of June 2020

BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING

_____
Rob Hendry, Chairman

ATTEST:

_____
Tracy Good, County Clerk

NOTICE OF HEARING

Notice is hereby given of a public hearing on the proposed transfer of funds to supplement the following funds in the amount shown:

FROM:	Unanticipated Revenue	$598,046.28
TO:		
	Coroner Consultant/Autopsies 7031-006-06	$30,500.00
	Child Support Enforcement Legal Notice Publications 7501-005-26	$107,733.51
	Commissioners/Health Building Maintenance Capital Improvements 9000-005-39	$40,000.00
	Commissioners/Projects, Grants Victim Services Training & Equipment 8436-005-34	$6,655.84
	Commissioners/Projects, Grants 2019 JAG Grant 8434-005-34	$10,538.54
	Commissioners/Projects, Grants Juvenile Services Grant 9243-005-34	$83,883.27
	Commissioners/Projects, Grants Coroner Grant 9269-005-34	$16,399.26
	Commissioners/Projects, Grants Economic Development/EDJB 9279-005-34	$169,228.16
	Commissioners/Projects, Grants Fairground Improvement Project 9284-005-34	$62,127.77
	Commissioners/Projects, Grants Impact Assistance/Cedar Springs 9286-005-34	$63,272.93

	Commissioners/General Accounts Dues/Convention Expenses 7602-005-33	$2,207.00
	Drug Court Drug Testing 8122-600-66	$5,500.00
FROM:	Balance Sheet Cash Reserve	$23,000.00
TO:	Commissioners/Maintenance Salaries Salaries 7001-005-22	$23,000.00
FROM:	1% Cash Reserve	$2,054,143.01
TO:	1% Optional Sales Tax Reserve Projects 9399-013-73	$2,054,143.01

The said hearing will be held at the County Commissioners meeting room, Natrona County Courthouse 200 North Center, Casper, Wyoming on the 30th day of June 2020 at 11:00 a.m. at which time any and all persons interested may appear and be heard respecting such transfer of funds. Dated at Casper, Wyoming, this 24th day of June 2020.

BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING
Rob Hendry, Chairman

ATTEST:

Tracy Good, County Clerk
Publish: June 29, 2020

Memorandum

To: County Commissioner's, Tom Doyle, Treasurer

From: Tracy Good/County Clerk Good

Date: 6/26/2020

Re: Transfer of Funds

Please do the following transfers:

FROM:	Balance Sheet Cash Reserve	$ 23,000.00
TO:	Commissioners Maintenance Salaries Salaries/7001-005-22	$ 23,000.00

This transfer if for Maintenance overtime that was not anticipated.

FROM:	Unanticipated Revenue	$598,046.28
TO:	Child Support Enforcement Legal Notice Publications/7501-005-25	$107,733.51
	Drug Court Drug Testing/8122-600-66	$ 5,500.00
	Commissioners/Projects, Grants Victim Services Training & Equip./8436-005-34	$ 6,655.84
	Commissioners/Projects, Grants 2019 JAG Grant/8434-005-34	$ 10,538.54
	Commissioner/Projects, Grants Juvenile Services Grant/9243-005-34	$ 83,883.27
	Commissioners/Projects, Grants	

Economic Development/EDJPB/9279-005-34	$169,228.16
Commissioners/Projects, Grants Coroner Grant/9269-005-34	$ 16,399.26
Commissioners/Projects, Grants Fairground Improvement Project/9284-005-34	$ 62,127.77
Commissioners/Projects, Grants Impact Assistance Cedar Springs/9286-005-34	$ 63,272.93

These transfers are for grant reimbursements and pass throughs for the State Offices.

TO:	Coroner/Consultant/Autopsies/7031-006-06	$ 30,500.00

This transfer is for the increased amount of autopsies conducted.

Commissioners/Health Bldg. Maint. Capital Improvements/9000-005-39	$ 40,000.00

This transfer if for the purchase of a generator at the Health Building. The City of Casper is sharing this cost with the County.

Commissioners/General Accounts Dues/Convention Expenses/7602-005-33	$ 2,207.00

This transfer is for WACO contributions from Rocky Mountain Power.

FROM:	1% Cash Reserve	$2,054,143.01
TO:	1% Optional Sales Tax Reserve Projects/9399-013-73	$52,842.00

This is for 1% reserve projects.

Thank you.

DATE: June 24, 2020

TO: TRACY GOOD
NATRONA COUNTY CLERK

CC: TOM DOYLE
NATRONA COUNTY TREASURER

FROM: GUS O. HOLBROOK
NATRONA COUNTY SHERIFF

RE: TRANSFER OF FUNDS

Please find attached a copy of the respective check or EFT document for the listed transactions. All original checks have been delivered to Tom Doyle, Natrona County Treasurer, for deposit in the general fund. All EFT transactions have been confirmed by Tom Doyle, Natrona County Treasurer, to be on deposit in the general fund of Natrona County.

TOTAL TRANSFER ITEMS	TOTAL AMOUNT TO TRANSFER
3	$17,194.38

ACCOUNT TRANSFER SUMMARY		
ACCOUNT LINE	ACCOUNT NAME	TOTAL TO TRANSFER
8434-005-34	JUSTICE ASSISTANCE GRANT 2019	$10,538.54
8436-005-34	VICTIM SERVICES TRAINING & EQUIPMENT	$6,655.84

TRANSFER ITEM	CHECK/EFT	TOTAL AMOUNT	FUNDS RECEIVED FROM	PURPOSE OF FUNDS	
1	EFT DATE 01/08/2020	$3,327.92	STATE OF WYOMING DIVISION OF VICTIM SERVICES	THESE FUNDS REPRESENT THE ONGOING GRANT FUNDING FOR OUR VICTIM SERVICES PROGRAM.	
	TRANSFER TO ACCOUNT LINE		ACCOUNT NAME	AMOUNT	BUDGET
	8436-005-34		VICTIM SERVICES TRAINING & EQUIPMENT	$3,327.92	GRANTS & PROJECTS

TRANSFER ITEM	CHECK/EFT	TOTAL AMOUNT	FUNDS RECEIVED FROM	PURPOSE OF FUNDS	
2	EFT DATE	$10,538.54	DEPARTMENT OF JUSTICE OFFICE OFJUSTICE PROGRAMS	THESE FUNDS WERE DRAWN DOWN TO PAY FOR BALLISTIC VESTS FOR SRT AND MEDICAL SUPPLIES.	
	TRANSFER TO ACCOUNT LINE		ACCOUNT NAME	AMOUNT	BUDGET
	8434-005-34		JUSTICE ASSISTANCE GRANT	$10,538.54	GRANTS & PROJECTS

TRANSFER ITEM	CHECK/EFT	TOTAL AMOUNT	FUNDS RECEIVED FROM	PURPOSE OF FUNDS	
3	EFT DATE 01/30/20	$3,327.92	STATE OF WYOMING DIVISION OF VICTIM SERVICES	THESE FUNDS REPRESENT THE ONGOING GRANT FUNDING FOR OUR VICTIM SERVICES PROGRAM.	
	TRANSFER TO ACCOUNT LINE		ACCOUNT NAME	AMOUNT	BUDGET
	8436-005-34		VICTIM SERVICES TRAINING & EQUIPMENT	$3,327.92	GRANTS & PROJECTS

BANK OF THE WEST
BNP PARIBAS GROUP

STATE OF WYOMING - DIVISION OF VICTIM SERVICES
8436-005-34 $3,327.92
7764-005-34 $0.00

THESE FUNDS REPRESENT THE ONGOING GRANT FUNDING FOR OUR VICTIM SERVICES PROGRAM

Customer: Natrona County Treasurer

Account Statement
Reported Period: 01-31-2020- 01-31-2020
Generated: 02-05-2020 07:35:12 AM PST

Credits

Date	Amount	Description		
01/02	$163.83	ELECTRONIC DEP STATE OF WYOMING STATE WYO	010220	PPD
01/02	630.39	ELECTRONIC DEP STATE OF WYOMING STATE WYO	010220	PPD
01/02	4,105.36	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5169187202001010730000 1	010220 10303	CCD
01/02	32,023.70	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5167412201912310730590 1	010220 10303	CCD
01/02	37,270.59	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5167422201912310734000 1	010220 33176	CCD
01/02	50,182.14	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5164453201912300732300 1	010220 33176	CCD
01/02	115,663.02	ELECTRONIC DEP STATE OF WYOMING STATE WYO	010220	PPD
01/02	862,416.13	E-DEPOSIT 00		
01/03	2,351.41	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT	010320 33176	CCD

Statement of Account
January 1, 2020 - January 31, 2020
[redacted]
Page 2

NATRONA COUNTY TREASURER
GENERAL ACCOUNT
PO BOX 2290
CASPER WY 82602-2290

Credits Continued

Date	Amount	Description		
		5169188202001010730300 1		
01/03	8485,232.20	E-DEPOSIT 00		
01/06	14,062.48	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5172117202001020731000 1	010620 10303	CCD
01/06	37,503.49	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5172124202001020732000 1	010620 33176	CCD
01/06	177,814.04	ELECTRONIC DEP STATE OF WYOMING STATE WYO	010620	PPD
01/06	307,146.03	E-DEPOSIT 00		
01/07	270.00	ELECTRONIC DEP TYLER TECHNOLOGI NATRONA	010720 NATRONA	CCD
01/07	400.00	ELECTRONIC DEP SSA TREAS 310 MISC PAY RMR*IV*20200102-INCENTIVE-PMT*AI*400*400*0\	010720 836000113280400	CCD
01/07	3,941.51	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5175220202001030731300 1	010720 10303	CCD
01/07	51,289.79	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5175222202001030732000 1	010720 33176	CCD
01/07	1,099,585.20	E-DEPOSIT 00		
01/08	3,327.92	ELECTRONIC DEP STATE OF WYOMING STATE WYO	010820	PPD
01/08	6,170.89	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5179835202001060734000 1	010820 10303	CCD
01/08	56,123.74	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5179831202001060733000 1	010820 33176	CCD
01/08	172,684.28	E-DEPOSIT 00		
01/09	4,461.25	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5182956202001070731000 1	010920 10303	CCD
01/09	44,282.13	ELECTRONIC DEP STATE OF WYOMING STATE WYO	010920	PPD
01/09	49,399.76	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5182952202001070730300 1	010920 33176	CCD
01/09	179,977.99	E-DEPOSIT 00		
01/10	1,359.49	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5186072202001080731310 1	011020 10303	CCD
01/10	10,538.54	ELECTRONIC DEP DOJ TREAS 310 MISC PAY RMR*IV*2019DJBX0286**10538.54\	011020 836000113150400	CCD
01/10	28,370.36	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT	011020 33176	CCD

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Statement of Account
January 1, 2020 - January 31, 2020
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Page 3

NATRONA COUNTY TREASURER
GENERAL ACCOUNT
PO BOX 2290
CASPER WY 82602-2290

Credits Continued

Date	Amount	Description

(2)

BANK OF THE WEST
BNP PARIBAS GROUP

Customer: Natrona County Treasurer

Account Statement
Reported Period: 01-31-2020- 01-31-2020
Generated: 02-05-2020 07:35:12 AM PST

JUSTICE ASSISTANCE GRANT
8434-005-34 $10,538.54

THESE FUNDS WERE DRAWN DOWN TO PAY FOR BALLISTIC VESTS FOR SRT AND MEDICAL SUPPLIES.

Credits

Date	Amount	Description		
01/02	$163.83	ELECTRONIC DEP STATE OF WYOMING STATE WYO	010220	PPD
01/02	630.39	ELECTRONIC DEP STATE OF WYOMING STATE WYO	010220	PPD
01/02	4,105.36	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 516918720200101073000001	010220 10303	CCD
01/02	32,023.70	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 516741220191231073059 01	010220 10303	CCD
01/02	37,270.59	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 516742220191231073400 01	010220 33176	CCD
01/02	50,182.14	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 516445320191230073230 01	010220 33176	CCD
01/02	115,663.02	ELECTRONIC DEP STATE OF WYOMING STATE WYO	010220	PPD
01/02	862,416.13	E-DEPOSIT 00		
01/03	2,351.41	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT	010320 33176	CCD

Statement of Account
January 1, 2020 - January 31, 2020
[redacted]
Page 2

NATRONA COUNTY TREASURER
GENERAL ACCOUNT
PO BOX 2290
CASPER WY 82602-2290

Credits Continued

Date	Amount	Description		
		516919820200101073030 01		
01/03	$485,232.20	E-DEPOSIT 00		
01/06	14,062.48	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 517211720200102073100 01	010620 10303	CCD
01/06	37,503.49	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 517212420200102073200 01	010620 33176	CCD
01/06	177,814.04	ELECTRONIC DEP STATE OF WYOMING STATE WYO	010620	PPD
01/06	307,146.03	E-DEPOSIT 00		
01/07	270.00	ELECTRONIC DEP TYLER TECHNOLOGI NATRONA	010720 NATRONA	CCD
01/07	400.00	ELECTRONIC DEP SSA TREAS 310 MISC PAY RMR*IV*20200102-INCENTIVE-PMT*AI*400*400*0\	010720 836000113280400	CCD
01/07	3,941.51	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 517522020200103073130 01	010720 10303	CCD
01/07	51,289.79	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 517522220200103073200 01	010720 33176	CCD
01/07	1,099,585.20	E-DEPOSIT 00		
01/08	3,327.92	ELECTRONIC DEP STATE OF WYOMING STATE WYO	010820	PPD
01/08	6,170.89	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 517983520200106073400 01	010820 10303	CCD
01/08	56,123.74	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 517983120200106073300 01	010820 33176	CCD
01/08	172,684.28	E-DEPOSIT 00		
01/09	4,461.25	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 518295620200107073100 01	010920 10303	CCD
01/09	44,282.13	ELECTRONIC DEP STATE OF WYOMING STATE WYO	010920	PPD
01/09	49,399.76	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 518295220200107073030 01	010920 33176	CCD
01/09	179,977.99	E-DEPOSIT 00		
01/10	1,359.49	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 518607220200108073131 01	011020 10303	CCD
01/10	10,538.54	ELECTRONIC DEP DOJ TREAS 310 MISC PAY RMR*IV*2019DJHX0286**10538.54\	011020 836000113150400	CCD
01/10	28,370.36	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT	011020 33176	CCD

Soc Sec

Vic Svcs

JAG 3787

Statement of Account
January 1, 2020 - January 31, 2020
[redacted]
Page 3

NATRONA COUNTY TREASURER
GENERAL ACCOUNT
PO BOX 2290
CASPER WY 82602-2290

Credits Continued

Date	Amount	Description

(3)

BANK OF THE WEST
BNP PARIBAS GROUP

Customer: Natrona County Treasurer

Account Statement
Reported Period: 01-31-2020- 01-31-2020
Generated: 02-05-2020 07:35:12 AM PST

STATE OF WYOMING - DIVISION OF VICTIM SERVICES
8436-005-34 $3,327.92
7754-005-34 $0.00

THESE FUNDS REPRESENT THE ONGOING GRANT FUNDING FOR OUR VICTIM SERVICES PROGRAM

NATRONA COUNTY TREASURER
GENERAL ACCOUNT
PO BOX 2290
CASPER WY 82602-2290

Credits Continued

Date	Amount	Description			
		5218649202001220733000 1			
01/24	$161,187.19	E-DEPOSIT 00			
01/27	1,397.06	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5221769202001230731300 1	012720	10303	CCD
01/27	4,853.15	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5224851202001240730000 1	012720	10303	CCD
01/27	24,557.08	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5221781202001230733300 1	012720	33176	CCD
01/27	95,450.19	ELECTRONIC DEP STATE OF WYOMING STATE WYO	012720		PPD
01/27	175,411.02	E-DEPOSIT 00			
01/28	4,260.00	ELECTRONIC DEP STATE OF WYOMING STATE WYO	012820		PPD
01/28	32,520.16	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5229391202001270730000 1	012820	33176	CCD
01/28	71,756.04	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5224874202001240734000 1	012820	33176	CCD
01/28	128,571.54	E-DEPOSIT 00			
01/29	1,452.38	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5229399202001270732000 1	012920	10303	CCD
01/29	3,705.00	ELECTRONIC DEP STATE OF WYOMING STATE WYO	012920		PPD
01/29	102,983.72	E-DEPOSIT 00			
01/30	1,108.17	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5232522202001280730300 1	013020	10303	CCD
01/30	3,327.92	ELECTRONIC DEP STATE OF WYOMING STATE WYO	013020		PPD
01/30	21,023.78	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5232523202001280731000 1	013020	33176	CCD
01/30	141,474.00	E-DEPOSIT 00			
01/31	2,720.17	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5235636202001290730300 1	013120	10303	CCD
01/31	5,568.27	ELECTRONIC DEP STATE OF WYOMING STATE WYO	013120		PPD
01/31	12,635.00	ELECTRONIC DEP STATE OF WYOMING STATE WYO	013120		PPD
01/31	35,876.02	ELECTRONIC DEP VITALCHEK NETWOR PAYMENT 5235649202001290733300 1	013120	33176	CCD
01/31	422,160.89	E-DEPOSIT 00			

95 credits for a total of $9,455,362.01

3786, 3749, 3774, DFS 3470, 3750, VicSvcs 3793

Statement of Account
January 1, 2020 - January 31, 2020
[redacted]
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NATRONA COUNTY TREASURER
GENERAL ACCOUNT
PO BOX 2290
CASPER WY 82602-2290

Deposits

Date	Amount	Date	Amount	Date	Amount
01/02	$18,255.81	01/13	$19,105.27	01/23	$10,128.04
01/03	25,754.51	01/14	14,393.83	01/24	16,381.29
01/06	20,257.76	01/15	17,293.67	01/27	23,785.27
01/07	16,519.02	01/16	8,303.56	01/28	15,823.48
01/08	10,007.04	01/17	13,646.88	01/29	12,845.33
01/09	8,185.96	01/21	29,260.05	01/30	14,443.45
01/10	9,634.16	01/22	15,240.93	01/31	11,175.52

21 deposits for a total of $330,440.83

Withdrawals

Date	Amount	Description			
01/15	$5,015,867.17	OUTGOING WIRE OUTGOING WIRE REFERENCE # 200115002859 WIRE DEBIT SENDING BANK REFERENCE # WT20011402588298			
01/29	1,000.00	BANK DEBIT BANK DEBIT REFERENCE # W-1860664			0000
01/31	320,098.35	ELECTRONIC DBT IRS	USATAXPYMT	013120	270043180434060 CCD

3 Withdrawals for a total of $5,336,965.52

Checks Paid