NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS

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

AGENDA

Tuesday, July 7, 2020 5:30 p.m.
Natrona County Courthouse, 200 North Center, Casper, Wyoming
2nd Floor, District Courtroom #1

I. CALL MEETING TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF CONSENT AGENDA

V. PUBLIC HEARINGS
A. FY 2020-2021 Budget Approval Resolution 24-20

VI. PUBLIC COMMENTS

VII. COMMISSIONER COMMENTS

VIII. ADJOURNMENT

agendas are subject to amendments

NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS

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CONSENT AGENDA

Tuesday, July 7, 2020 5:30 p.m.
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming
2nd Floor, District Courtroom #2

I. APPROVAL OF JUNE 16, 2020 MEETING MINUTES
APPROVAL OF JUNE 30, 2020 SPECIAL MEETING MINUTES

II. APPROVAL OF BILLS - $2,438,017.09

III. CONTRACTS, AGREEMENTS, RESOLUTIONS

A. Contract between State of WY, Department of Family Services (DFS) and the NC BOCC
B. Administrative Services Agreement-NC Employees Plan Sponsor & Administrator
C. Annual Compensation Agreement-Horticulture Programming
D. Annual Compensation Agreement-4 H Youth Development Programming
E. Resolution 25-20 Authorizing WY Downs, LLC to Conduct Pari Mutuel Wagering on Live Horse Racing, Historic Racing, and Simulcast Events within NC, WY

IV. STATEMENT OF EARNINGS

Development	$7159.00
Lake	$271,037.00
Mountain/Parks	$4,485.00
Cooperative Extension	$240.00

V. TAXROLL CORRECTION 2019: BARCLAY, BRADLEY $-2,968.70

agendas are subject to amendments

BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
June 16, 2020

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

Consent Agenda:

Commissioner Chadwick moved for approval of the Consent Agenda omitting item D. Bridle Trail Improvements & Recommendation - 383 Construction for further discussion. Commissioner Kaufman seconded the motion. Motion carried.

Commissioner Chadwick moved for approval of item D. Bridle Trail Improvements & Recommendations contingent upon the ability to get easement across Christman property. Commissioner Bertoglio seconded the motion.

County Attorney Nelson and Tim Petrea, NC Parks Director both gave a report on the Bridle Trail Improvements & Recommendation - 383 Construction.

Motion carried.

Public Comments:

Chairman Hendry opened the floor to Public Comments.

Keith Tyler (Casper), Travis Westnitzer (Casper), Howard Chrsitman (Casper), Gregory Hurst (Casper), Tracy Lamont (Casper), Doug Irvine (Casper).

Hearing comments the floor was closed.

Commissioner Comments:

Chairman Hendry opened the floor to Commissioner Comments.

Hearing no further comments the floor was closed.

Adjournment:

There being no further business to come before the Board of Commissioners, Chairman Hendry adjourned the meeting at 6:29 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

_____

Robert L. Hendry, Chairman

ATTEST:

NATRONA COUNTY CLERK

_____

Tracy Good

BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
JUNE 30, 2020

The special meeting of the Board of County Commissioners was brought to order at 11:00 a.m. by Chairman Hendry. Those in attendance were Commissioner Paul Bertoglio, Commissioner Jim Milne, Commissioner Forrest Chadwick, Commissioner Brook Kaufman, County Clerk Tracy Good and Commissioners' Assistant Michelle Maines.

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

Public Hearing:
Resolution 22-20 Transfer of Funds (TOF)

Clerk Good gave a brief report on the transfer of funds.

Chairman Hendry opened the public Hearing.

Hearing no comments in favor or opposition, Chairman Hendry closed the public hearing.

Commissioner Chadwick moved for approval of Resolution 22-20 Transfer of Funds. Commissioner Kaufman seconded the motion. Motion carried.

Adjournment:

There being no further business to come before the Board of Commissioners, Chairman Hendry adjourned the meeting at 11:10 a.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

_____
Robert L. Hendry, Chairman

ATTEST:

NATRONA COUNTY CLERK

_____
Tracy Good

Newspaper listing for Bills 6/10/2020 through 7/7/2020

215 vendors listed

Total: $ 2,438,017.09

12-24 CLUB INC	$2815.33
609 CONSULTING	$33449.54
71 CONSTRUCTION	$1969.40
AAA LANDSCAPING	$4900.00
AAA NCNU	$770.00
ABC LEGAL SVCS	$85.00
ACTION GLASS	$1457.42
ADAMSON POLICE PROD	$23480.00
ADVANTAGE MICRO CORP	$1064.05
AFLAC PREMIUM HOLDING	$3197.26
AIRGAS USA	$286.02
ALCOHOL & DRUG TESTING	$16667.67
ALL AROUND TOWING & RECOVERY	$9100.00
ALL OUT FIRE	$120.00
ALSCO	$375.90
AMAZON CAPITAL SVCS	$159.20
AMBI MAIL & MARKETING	$7307.08
AMERI-TECH EQUIPT CO	$16318.12
ATLAS OFFICE PROD	$3491.29
AUDIES SMALL ENGINE	$22.85
AXIS FORENSIC TOXICOLOGY	$478.00
B & B RUBBER STAMP SHOP	$93.35
BATTERIES PLUS BULBS OF CASPER	$77.75
BENNETT, THOMAS L MD	$1800.00
BILA, JORDAN	$70.00
BLACK HILLS ENERGY	$6790.30
BLAKEMAN PROPANE	$410.48
BOBCAT OF CASPER	$549.11
BROWN LAW OFFICE P.C.	$5626.00
BUSH-WELLS SPORTING GOODS	$720.00
CA STATE DISBURSEMENT	$378.00
CAPITAL BUSINESS SYS	$1716.58
CAPITAL BUSINESS SYS INC	$329.98
CASPER CONTRACTOR'S SUPPLY INC	$1408.22
CASPER FIRE EXTINGUISHER	$25.00
CASPER- NC HEALTH DEPARTMENT	$885.00
CASPER TIRE INC	$14624.77
CASTEEL II, ROBERT S	$5656.65
CEC INC	$930.00
CENTRAL FAIR AND RODEO	$369157.44
CENTURYLINK	$1661.06
CIRCUIT COURT OF THE SEVENTH	$1677.72
CITY OF CASPER	$6942.06
CIVIL ENGINEERING PROFESSIONALS	$9672.79
CLERK OF DISTRICT COURT	$6649.94
COASTAL CHEMICAL CO	$3583.73
COCA-COLA BOTTLING CO	$88.00
COLONIAL LIFE & ACCIDENT INS	$73.47
COMMUNICATION TECHNOLOGIES INC	$8893.45
COMMUNITY ACTION PARTNERSHIP OF NC	$40420.50
COMTRONIX	$573.00
CONCORDANCE HEALTHCARE SOLUTIONS	$769.79
CONVERGEONE INC	$25541.96
CONVERSE COUNTY SO	$1860.00
CORNERSTONE PROGRAMS	$24.03
COTTON, SCOTT	$83.43
COTTON, TIMOTHY C PC	$7729.26
COWBOY AUTO SPA	$9.75
COWBOY CHEMICAL	$3954.75
CROSS FIVE CATTLE COOLERS	$348.00
CROWLEY FLECK PLLP	$13313.00
CRUM ELECTRIC SUPPLY CO	$401.76
CST	$197.16
DECKER AUTO GLASS	$534.50
DEWITT WATER SYS	$258.30
DK HAULING DBA VIKING CRANE	$80.00
JOHN DEERE FINANCIAL	$432.93
JOHNNY APPLESEED INC	$155.60
KAUFMAN, JAHNA K	$375.00
KIESTER, JILL	$125.00
KIMBALL MIDWEST	$1113.96
KISTLER TENT & AWNING CO	$144.00
LIFETIME HEALTH & FITNESS	$909.26
LOWER & CO PC	$750.00
LUM STUDIO	$4590.00
M.A.D. TRANSPORTATION & TOWING	$7700.00
MAO PHARMACY INC	$7919.82
MARK'S PLUMBING PARTS	$544.50
MCMURRY READY MIX	$16020.67
MOORE, CHRISTOPHER dba PRINTWORKS	$258.18
MOSS SADDLES BOOTS & TACK	$340.00
MOUNTAIN WEST OILFIELD BODY DBA ALPINE	$23.96
MR R'S AUTO SALVAGE	$105.00
MTN STATES LITHOGRAPHING	$1854.54
NACAA-NATL ASSOC CNTY AG AGENTS	$1033.75
NAPA AUTO PARTS	$6600.12
NC EMPLOYEE	$334215.32
NC FIRE PROTECTION	$30000.00
NC IMPREST ACCOUNT S/O	$560.91
NC ROAD & BRIDGE IMPREST FUND	$62.13
NC TREASURER	$327791.61
NC WEED & PEST	$52.40
NISSAN OF CASPER	$17134.00
NORCO SEATTLE	$5253.08
NORTON ROSE FULBRIGHT US LLP	$33039.45
ON THE HOOK	$2800.00
ORCHARD TRUST	$10134.41
OUTPATIENT RADIOLOGY	$163.38
PACIFIC STEEL & RECYCLING	$114.00
PARTSMASTER NCH CORPORATION	$365.70
PEDEN'S INC	$592.00
POST AND ASSOCIATES	$5050.00
PROCESS SVC OF WY INC	$2160.00
PRONGHORN & WELDING FABRICATIONS	$5800.00
PURVIS INDUSTRIES, LTD	$175.42
QUALITY OFFICE SOLUTIONS INC	$222.48
RECONNECT	$418.50
REED SMITH	$4957.80
RELENTLESS	$2396.00
RICOH USA INC	$135.16
RMI	$276.80
RMP	$37057.75
RT COMMUNICATIONS INC	$39.83
RUSSELL INDUSTRIES	$679.54
SAM'S CLUB/SYNCHRONY BANK	$64.32
SHAMROCK FOODS CO	$5849.34
SHOWTIME INDUSTRIES	$1074.00
SINCLAIR FLEET TRACK	$490.66
SIX ROBBLEES' INC	$38.07
SMITH, JUSTIN	$1933.75
SOURCE OFFICE & TECHNOLOGY	$3567.85
SPECTRA	$2000.00
SPECTRUM	$1237.95
STAPLES	$94.95
STERLING TALENT	$138.66
STEWART & STEVENSON	$1076.43
STOTZ EQUIPT	$107.19
STRAND, AMANDA	$100.00
SUMMIT ELECTRIC	$269.46
SUTHERLANDS	$665.20
SYS CONSULTING INC	$15760.00
TERMINIX OF WY	$150.00

DOOLEY OIL/CASPER	$54602.32
DOT FHWA	$6903.04
DRUG TESTING SVCS NC	$715.00
E & F TOWING TRANS & RECOVERY	$6570.00
EAGLE UNIFORM & SUPPLY CO	$507.59
EIDE BAILLY LLP	$1733.15
ELITE EDGE FIREARMS TRAINING	$660.00
ENTENMANN-ROVIN CO	$125.00
EXTENDATA	$72.42
FASTENAL CO	$134.99
FEDERAL EXPRESS	$10.32
FERGUSON WATERWORKS #1116	$123.60
FIRST CALL COMMUNICATIONS	$85.00
FIRST INTERSTATE BANK	$25937.93
FLOYD'S TRUCK CENTER	$220964.00
FREMONT MOTOR CASPER INC	$30663.98
FUGRO USA LAND	$30870.96
G.A. SLEEP	$120.00
GASTROENTEROLOGY ASSOCIATES PC	$7613.00
GBS GRO BUSINESS SOLUTIONS	$232.94
GRAINGER	$1229.56
GREEN'S SEWER & DRAIN SVC	$190.00
GREENUP, JENNIFER L	$5000.00
GROCE, NOHORA	$40.00
HARBOR FREIGHT TOOLS	$61.97
HARDEN, CHAD E	$5565.00
HEALTHSMART BENEFIT SOL	$944.00
HENSLEY BATTERY	$522.70
HIGH PLAINS POWER INC	$746.96
HOFFMAN, DONNA	$375.00
HOOD'S EQUIPT	$51.99
HOSE & RUBBER SUPPLY	$39.88
IBM CORPORATION	$1116.04
ICMA RETIREMENT TRUST - 457	$155.00
IDENTIFIX INC	$1428.00
INCAPTION INC	$4574.26
INDUSTRIAL DISTRIBUTORS	$364.43
INLAND TRUCK PARTS & SVC	$2009.49
INTERSTATE ALL BATTERY	$381.35
J.D. POWER AND ASSOCIATES	$421.00
JACOBSEN, JODDEE	$825.09
THE MASTER'S TOUCH	$147.65
THOMSON REUTERS	$504.00
TLC CLEANING	$23700.00
TOWN OF MILLS/UTILITY SVC	$374.36
TRACKED OUTDOORS	$427.91
UNITED WAY OF NC	$80.00
UNIVERSITY OF WY/COLL OF AG BUS.	$8937.12
US FOODS	$2666.58
UW COOP EXT SERV	$150.00
VERIZON	$3350.49
VITAL RECORDS CONTROL (VRC)	$761.83
VOTEC CORPORATION	$4800.00
WAGNER'S OUTDOOR OUTFITTERS	$106.58
WARRIOR KIT SAFETY & SURVIVAL GEAR	$284.48
WASHINGTON NATIONAL INS	$2133.30
WASTE CONNECTIONS OF WY	$13516.16
WEAR PARTS INC	$329.57
WESTERN WY LOCK & SAFE	$1608.30
WILLOUGHBY, PHILLIP T.	$8500.00
WIMACTEL INC	$154.00
WIRRENGA, KARLENE	$53.97
WLC ENGINEERING	$24182.54
WONDER WASH	$16.20
WOOD, CINDI ATTNY AT LAW	$5694.15
WORTHINGTON, LENHART & CARPENTER,	$152.75
WY BEVERAGE INC	$270.00
WY CHILD SUPPORT STATE DISBURSEMENT UNIT	$685.00
WY COUNTY ASSESSOR'S ASSOC	$200.00
WY DEPT OF WORKFORCE SVCS	$13753.03
WY DEPT. OF WORKFORCE SVC	$16998.54
WY MACHINERY CO	$66327.84
WY OFFICE PROD	$30.60
WY ORAL & MAXIOFACIAL SURGERY	$3900.00
WY RENTS	$1070.00
WY RETIREMENT SYS	$232787.88
WY SIGNS	$1276.84
WY STOCK GROWERS ASSOC	$220.00
WYCSA	$960.00
YANKTON COUNTY SHERIFF'S OFFICE	$52.50
ZERBE-ALME, KELLIE DBA ALL AREA PROCESS SVC	$800.00

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

1. **Parties.** The parties to this Contract are the State of Wyoming, Department of Family Services (Agency), whose address is: 2300 Capitol Avenue, Third Floor, Cheyenne, Wyoming 82002-0490, and Natrona County Board of County Commissioners (Contractor), whose address is: 200 North Center St., Casper, Wyoming 82601.

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide services for the Community Juvenile Services Board per Wyo. Stat. § 14-9-108(a)(iv).

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from Effective Date or July 1, 2020, whichever is later, through June 30, 2021. All services shall be completed during this term.

4. **Payment.**

   A. The Agency agrees to pay the Contractor for the services described in Section 5 below. Notwithstanding the total amount set forth in Attachment A, Budget Proposal for July 1, 2020 through June 30, 2022, which is attached to and incorporated into this Contract by this reference, total payment under this Contract shall not exceed eighty-four thousand, six hundred thirty-four dollars ($84,634.00), which constitutes the costs of one (1) year of services pursuant to the budget set forth in Attachment A. Invoices shall be submitted on the Monthly Invoice form template, attached hereto as Attachment D, and incorporated herein by this reference. Payment shall be made based on actual expenditures, as described in Attachment A, made between July 1, 2020, and June 30, 2021. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.

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

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

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

A. Maintain a central intake and assessment of juveniles referred for services within the established service area, with an initial point of contact within the community;

B. Provide services, available to all referred juveniles, which follow the tenants of Balanced and Restorative Justice, focused on accountability, competency development, and community safety. Juveniles in communities shall be provided services in at least one of each of the following areas:

(i) Accountability:

(a) Victim-offender mediation and dialog;

(b) Family group conferencing;

(c) Peacemaking circles;

(d) Financial restitution to victims;

(e) Personal services to victims;

(f) Community service;

(g) Written or verbal apology to victims and other affected persons;

(h) Community or neighborhood impact statements; or

(i) Victim empathy groups or classes.

(ii) Competency Development:

(a) Work experience in jobs involving meaningful skills;

(b) Service learning;

(c) Participation in resource and action teams (problem solving for real issues);

(d) Cognitive and decision making skills training;

(e) Dispute resolution and mediation training and practice; or

(f) Emotional control training.

(iii) Community Safety:

(a) Monitored school attendance;

(b) Monitored employment attendance;

(c) Monitored program attendance;

(d) Supervised community work service;

(e) Supervised recreation;

(f) Community guardians;

(g) Day reporting;

(h) Electronic monitoring;

(i) House arrest with random checks; or

(j) Random urinalysis.

C. Maintain a continuum of non-secure community services;

D. Identify and utilize alternative funding sources for local juvenile services:

E. Provide services per Wyo. Stat. § 14-9-106 and as specified in the Community Juvenile Services Board Application Budget included in Attachment A;

F. Provide quarterly reports as specified in Attachment C, which is attached to and incorporated into this Contract by this reference, using the Microsoft Excel spreadsheet provided by the Agency. Contractor shall also provide cumulative data regarding the Results Oriented Management (ROM) data points in Attachment E, which is attached to and incorporated into this Contract by this reference.

(i) Quarterly reports must be submitted to the Agency according to the following schedule on or before:

(a) October 15, 2020; covering the period of July 1, 2020 through September 30, 2020;

(b) January 15, 2021: covering the period of October 1, 2020 through December 31, 2020;

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

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

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

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

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

A. Pay Contractor in accordance with Section 4 above:

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

C. Evaluate the performance of the Contractor;

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

E. Provide format for:

(i) Budget Proposal– Attachment A;

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

(iii) Quarterly Report form template – Attachment C;

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

(v) Quarterly ROM Data Point spreadsheet – Attachment E

7. **General Provisions.**

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

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract.

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

E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.

G. **Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or

produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

I. **Entirety of Contract.** This Contract, consisting of ten (10) pages; Attachment A, Budget Proposal for July 1, 2020 through June 30, 2022, consisting of three (3) pages; Attachment B, Strategic Plan Template, consisting of three (3) pages; Attachment C, Quarterly Report, consisting of one (1) page; Attachment D, Monthly Invoice form, consisting of one (1) page; and Attachment E, Quarterly ROM Data Point Spreadsheet, consisting of one (1) page, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

J. **Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.

K. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.

L. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

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

N. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express

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

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

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

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

Contractor: Natrona County Board of County Commissioners, paul.fritzler@wyo.gov.

Q. **Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

R. **Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

S. **Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

T. **Insurance Requirements.** Contractor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.

U. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.

V. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

W. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

X. **Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

Y. **Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

Z. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall

not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

AA. Time is of the Essence. Time is of the essence in all provisions of this Contract.

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

CC. Waiver. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

DD. Counterparts. This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency. The Contractor's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the Agency within five (5) business days shall be considered a material breach and may result in immediate termination of this Contract by the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:
STATE OF WYOMING, DEPARTMENT OF FAMILY SERVICES

Korin A. Schmidt, Director — Date

Lindsey Schilling, Social Services Senior Administrator — Date

CONTRACTOR:
NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

Rob Hendry, Chair — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for: Margaret A. R. Schwartz, Assistant Attorney General — 6/18/2020 Date

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY
Y:
ATE: 6-29-2020

Administrative Services Agreement

Natrona County Employees

Plan Sponsor & Administrator

Blue Cross Blue Shield of Wyoming
Claims Supervisor

ADMINISTRATIVE SERVICES AGREEMENT
NATRONA COUNTY

This Agreement is entered into by and between Blue Cross Blue Shield of Wyoming ("BCBSWY") and Natrona County Employees ("Natrona County") and pertains to an employee welfare benefit plan ("Plan") which has been established and is maintained by Natrona County, as Plan Sponsor and Plan Administrator, for the benefit of its Participants and Beneficiaries.

SECTION A. – DEFINITIONS

1. "Access Fee" – See Attachment "B" to this Agreement.

2. "Agreement" means this Administrative Services Agreement and the related Attachments.

3. "Beneficiary" means the dependents of Participants who are eligible to participate in the Plan, under terms of the Plan or by operation of law, and designated by the respective Participants as entitled to benefits.

4. "Benefit Document" is the document detailing the health care benefits administered by BCBSWY under the terms of this Agreement and the Plan.

5. "BlueCard® Program" means the nationwide program coordinated by the Blue Cross and Blue Shield Association that enables Participants and Beneficiaries to reduce claims filing paperwork and take advantage of available local Provider networks, medical discounts, and cost-saving measures when they receive care outside of the state of Wyoming.

6. "Business Day" means a day on which BCBSWY's home office in Cheyenne, Wyoming, is open and transacting business, and excludes Saturdays, Sundays, and public holidays.

7. "Calendar Day" means any consecutive twenty-four (24) hour day running from midnight to midnight.

8. "Cash Flow Protection Service" means monies advanced by BCBSWY to Natrona County for payment of Participant and Beneficiary claims, which are expected to be covered by an individual excess loss insurer. All monies advanced, whether or not covered by stop loss coverage, will be an advance to Natrona County and it shall have final responsibility and liability for repayment to BCBSWY. Monies will only be advanced for amounts to cover claims eligible for payment under the terms of the Schedule of Benefits.

9. "COBRA" means those provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1985, and amendments thereto, relating to continuous health benefits coverage for individuals whose coverage under group health plans is terminating.

10. "ERISA" means the federal act entitled the Employee Retirement Income Security Act of 1974, and amendments thereto, that provides certain rights to Participants and Beneficiaries of certain employee benefit plans.

11. "Excess Loss Insurer" means such company as may be selected by Natrona County to provide reinsurance and/or stop-loss coverage.

12. "Host" – See Attachment "B" to this Agreement.

13. "Participant" means any employee or former employee eligible to be covered under the terms of the Plan and who elects to be covered under the Plan.

14. "Provider" is the person or entity providing health care services or supplies eligible for payment under the Plan.

15. "Schedule of Benefits" means the document(s) describing the Participants' and Beneficiaries' obligation to pay a deductible and to make co-payments up to a maximum for benefits otherwise covered in the Benefit Document. The Schedule of Benefits also establishes the annual maximum benefit amount, sets forth any optional benefits provided under the Plan, and sets forth any limitations to benefits and/or exclusions to coverage.

16. "Stop Loss Claim" means a claim presented to the Excess Loss Insurer for payment in accordance with the terms and conditions of the reinsurance and/or stop-loss coverage contract(s) between Natrona County and the Excess Loss Insurer.

17. "Timely" means the time specifically set forth to perform the acts within this Agreement. If no time is provided within this Agreement to perform an act, then the term "timely" shall be construed to be a maximum of ten (10) calendar days from the event necessitating the action.

SECTION B. -- PERFORMANCE BY BCBSWY

Administrative Services: BCBSWY shall:

1(a). Cooperate with Natrona County in the design, development and revision of the Plan and the Benefit Document by providing assistance and advice as requested by Natrona County;

2(a). Prepare appropriate identification cards for Participants and Beneficiaries;

3(a). Develop and maintain administrative and record keeping systems;

4(a). Prepare appropriate forms for the processing of requests for payment of benefits according to the terms of the Plan;

5(a). Prepare monthly and annual claims reports for use by Natrona County in the financial management of the Plan;

6(a). Cooperate with Natrona County regarding a summary list of Participant and Beneficiary benefits from the Benefit Document;

7(a). Provide to Participants and Beneficiaries, as necessary, the administrative services provided for by paragraphs 2 and 4 above; and

8(a). Provide to Natrona County, on a monthly basis, a billing list indicating all current Participants and Beneficiaries. Natrona County agrees to review the accuracy of such billing list and process any additional enrollment transactions as necessary to correct any inaccuracy with a response to BCBSWY.

Benefit Payment Services: BCBSWY shall process requests for payment of benefits and shall, in accordance with the terms and conditions of the Benefit Document and the Plan:

1(b). Provide suitable facilities, personnel and instructions for payment of benefits;

2(b). Develop procedures in consultation and cooperation with Natrona County for Natrona County to certify the eligibility of Participants and Beneficiaries under the Plan;

3(b). Determine the validity of each request for payment of benefits, make appropriate investigations and adjust claims as necessary pursuant to the terms and conditions of this Agreement and the Plan;

4(b). Pay benefits in accordance with the Benefit Document, with BCBSWY's standard benefit payment practices and with any benefit administration procedures specified by Natrona County and agreed upon by BCBSWY;

5(b). Provide Natrona County with advice on any disputed or questionable request for payment, provide Natrona County with a written report of its findings, including the basis for its actions, and refer such request to Natrona County for consideration and final decision;

6(b). Provide other supplemental services to Natrona County as set forth in Attachment C to this Agreement;

7(b). The parties acknowledge and agree that BCBSWY is not, nor is it considered by BCBSWY or Natrona County to be, the Plan Administrator or Plan Sponsor of the Plan under ERISA;

8(b). Benefits paid may be calculated on an alternative reimbursement arrangement as determined by BCBSWY and Provider. By accepting the alternative payment method, Natrona County shares in the savings differential, or will pay it's pro rata share of any assessment, penalty, shortage, adjustment or other required payment incurred by BCBSWY under the alternative payment method. Natrona County also agrees it will accept and abide by the terms of any agreement between a Provider and BCBSWY, including but not limited to agreements for payment of services rendered by the Provider. Refer to Attachment B for information regarding the handling of fees charged for accessing the BlueCard® Program;

9(b). The only claims which are eligible for processing are those claims which are: (a) incurred by Participants and Beneficiaries after the effective date, and during the term, of this Agreement; and (b) received by BCBSWY during the term of this Agreement; and (c) received by BCBSWY within twelve (12) months of the date on which the related medical services or supplies were rendered;

10(b). BCBSWY provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims;

11(b). At any time payment to BCBSWY is past due, processing of claims by BCBSWY may be immediately suspended and no further claims shall be paid until Natrona County is current in its payments to BCBSWY; and

12(b). BCBSWY agrees to hold Natrona County harmless for any breach of confidentiality by BCBSWY of a Participant's or Beneficiary's records, including but not limited to costs, attorney fees, fines, penalties or interest, damages, judgments, settlements, or administrative expenses.

SECTION C. -- PERFORMANCE BY NATRONA COUNTY

Natrona County shall:

1. Provide to BCBSWY an approval of the Benefit Document;

2. Provide to BCBSWY a detailed description of any contemplated revisions in the Plan and appropriate amendments for attachment to the Benefit Document should any revisions actually be put into effect;

3. Provide to BCBSWY on a timely basis, and no less frequently than monthly, all Participants and Beneficiaries newly entitled to benefits under the Plan, including all data as may be needed to enable BCBSWY to determine the benefits to which each Participant and Beneficiary may become entitled, in accordance with the provisions of the Benefit Document. Following the initial enrollment, additional Participants and Beneficiaries may be added in accordance with the terms of the Benefit Document. Deletions or additions by Natrona County to the list of Participants and Beneficiaries shall be transmitted by Natrona County to BCBSWY on a timely basis and no less frequently than monthly;

4. Determine the eligibility of Participants and Beneficiaries to receive benefits;

5. Remit to BCBSWY, in consideration of services performed by BCBSWY, the fees, charges and paid claims as detailed in Section D and Attachment A of this Agreement;

6. Pay any and all premium taxes, licenses and fees now or hereafter levied by any governmental authority upon Natrona County, or via fees or assessments levied against BCBSWY as the Claims Supervisor for Natrona County (e.g. immunization assessments);

7. In the event of termination of this Agreement in accordance with Paragraphs 1 and 3 of Section G of this Agreement, forward to BCBSWY reimbursement for all run-out claims payments made on Natrona County's behalf, along with any applicable run-out processing fees (as set forth in Attachment A to this Agreement);

8. Provide to BCBSWY written specifications of any special reporting requirements, as requested by Natrona County, subject to the terms, if any, set forth in Attachment C to this Agreement;

9. Natrona County or its designee other than BCBSWY shall be solely responsible for complying with all aspects of ERISA. This includes, without limitation: maintenance of the Plan pursuant to a written plan document; publication, distribution and required updating of the Summary Plan Description, summary annual report and summary of material modifications; preparation and filing of Form 5500 annual reports, all other reporting and disclosure requirements with respect to BCBSWY; and maintaining adequate funding, as required, to support the Plan, including funding until all claims and/or Plan liabilities, if any, have been

satisfied after this Agreement terminates. Natrona County will also be responsible for providing covered Participants, Beneficiaries and BCBSWY with the document(s) that describe(s) the Plan and with sufficient copies of any summary document(s) describing, among others, Participant and Beneficiary eligibility requirements, Plan benefits, limitations, exclusions, and waiting periods;

10. Natrona County shall be responsible for complying with COBRA. BCBSWY assumes no responsibility for COBRA compliance under the Plan unless stated in Attachment C to this Agreement, or otherwise agreed to by the parties in writing;

11. In the event a federal or state law or regulation mandates that Natrona County make changes to the benefits of the Plan, or to the eligibility of Participants and Beneficiaries, those mandated changes will become effective either at the time the law or regulation becomes effective, as a minimum, or on the date Natrona County specifies, if appropriate, provided BCBSWY receives ninety (90) calendar days prior written notice of such date specified by Natrona County. Such changes will be subject to any resultant charges to be paid by Natrona County in accordance with BCBSWY's usual and customary practice;

12. Natrona County agrees to hold BCBSWY harmless for any breach of confidentiality by Natrona County of a Participant's or Beneficiary's records, including but not limited to costs, attorney fees, fines, penalties or interest, damages, judgments, settlements, or administrative expenses; and

13. Natrona County, or its designee other than BCBSWY, shall be responsible for the status of the Plan under state and federal law.

SECTION D -- FUNDING ARRANGEMENTS

1. BCBSWY will notify Natrona County, on or before Wednesday of each week, of the paid claims which shall consist of all claims paid on behalf of Natrona County that have not been previously billed. The paid claims shall be due and payable upon giving of such notice to Natrona County.

2. On the Wednesday following the last Friday of each calendar month, and concurrent with notification of claims paid as set forth in Paragraph 1 of this Section D, BCBSWY shall notify Natrona County of any applicable fees due and payable that have not been previously billed. Such fees shall be due and payable upon giving of such notice to Natrona County.

3. Before the Friday immediately following notification to Natrona County of the amount due and payable for claims paid and any applicable fees, Natrona County shall initiate a payment to BCBSWY through the electronic billing system by recurring payment allowing funds to be pulled from a designated account. The amount of this payment will equal the paid claims as set forth in Paragraph 1 of this Section, and any applicable fees then due and payable, as set forth in Paragraph 2 of this Section and Attachment A to this Agreement. In the event BCBSWY does not receive full and complete payment of any and all amounts due and payable, for any reason, all obligations of BCBSWY under this Agreement shall terminate in accordance with Section G, Paragraph 2 of this Agreement.

SECTION E -- GENERAL PROVISIONS

1. Right to Change. BCBSWY shall have the right to change the Administrative Fee effective on the anniversary of the Effective Date of the Agreement (see Section F) of each year, upon giving not less than thirty (30) calendar days prior written notice to Natrona County.

   BCBSWY shall also have the right to change the Administrative Fee, to the extent deemed necessary by BCBSWY and agreed to by Natrona County, whenever increased administrative expenses are incurred because of a modification of the Benefit Document or this Agreement which expands the scope of services provided by BCBSWY.

2. Cash Flow Protection Services (CFPS). Natrona County elects to purchase Cash Flow Protection Service from BCBSWY as set forth in Attachment A to this Agreement.

   Any conduct on the part of Natrona County that delays payment from its excess loss insurer may result in BCBSWY billing Natrona County for any monies advanced.

   Natrona County shall have final responsibility and liability for payment of monies advanced to it by BCBSWY through its CFPS and for payment of the monthly CFPS Fee as set forth in Attachment A to this Agreement. BCBSWY shall not forgive any such advancement of monies for any reason including Natrona County ceasing operations.

3. Independent Contractor and Agent Status. BCBSWY, in performing its obligations hereunder, shall be acting as agent of Natrona County and the rights and responsibilities of the parties hereto shall be determined in accordance with the law of agency except as otherwise herein provided. BCBSWY is not the partner, joint venturer, or employee of Natrona County but, instead, is an independent contractor with respect to this Agreement. For the purposes of ERISA and any applicable State legislation of similar nature, Natrona County shall be deemed the Plan Administrator and Plan Sponsor.

4. Funding Responsibility. Natrona County shall have final responsibility and liability for payment of benefits in accordance with the provisions of the Benefit Document. BCBSWY shall not be liable for funding of such benefits, and shall not insure or underwrite the Plan. BCBSWY shall be responsible only for the performance of services identified in Section B and Attachment C of this Agreement.

5. Indemnification Generally. BCBSWY agrees to indemnify Natrona County and hold Natrona County harmless against any and all loss, damage and expense with respect to this Agreement, resulting from or arising out of the dishonest, fraudulent or criminal acts of BCBSWY and its employees and agents, acting alone or in collusion with others. BCBSWY shall not be held responsible for any liability allegedly arising out of its actions made pursuant to the terms and conditions of this Agreement, so long as BCBSWY shall fulfill its responsibilities and perform its designated services hereunder in a reasonable manner considering all the circumstances. In particular, BCBSWY shall not be liable for the payment or denial of any claims, in whole or in part, when such payment or denial is authorized by a good faith interpretation of the documents describing the benefits in the Benefit Document. Any liability resulting from such payment or denial shall accrue solely to Natrona County and the defense of any such claimed liability shall be the primary and sole responsibility of Natrona County. Natrona County

agrees to indemnify BCBSWY and hold BCBSWY harmless against any or all loss or damage occasioned by BCBSWY's denial of a claim.

6. Reliance on Information Provided. BCBSWY shall be entitled to rely on all information provided by Natrona County and its agents and representatives as being true and correct. BCBSWY is not responsible for the accuracy of any information provided by Natrona County, including eligibility and election transactions for Participants and Beneficiaries. Natrona County agrees to hold BCBSWY harmless, and indemnify BCBSWY for any losses, from any inaccuracy of information contained in any enrollment transaction.

7. Participant and Beneficiary Listings. Natrona County agrees to provide BCBSWY, on an as-requested and timely basis, with a current and updated listing of all Participants and Beneficiaries, which will be maintained at BCBSWY. Natrona County will be responsible for all costs and expenses associated with failure to maintain an accurate and current listing with BCBSWY, unless such costs and expenses are due to an error on BCBSWY's part.

8. Incorrect Payments. If any payment shall have been made hereunder to an ineligible Participant or Beneficiary, or if it shall be determined that more than the correct amount has been paid by BCBSWY, BCBSWY shall use reasonable efforts to attempt to recover the payments. Natrona County agrees that BCBSWY's obligation under this paragraph is satisfied if BCBSWY makes a single written demand of the Participant or Beneficiary at their last known address. BCBSWY shall not be required to initiate court proceedings for any such recovery. If BCBSWY should be unsuccessful in recovering the payments, BCBSWY shall so notify Natrona County in order that it may take such action as may be available to it.

9. Experts and Legal Counsel. BCBSWY may seek the services of experts, in performing its obligations hereunder, at the expense of BCBSWY. BCBSWY shall consult with Natrona County or legal counsel designated by Natrona County when legal or extraordinary benefit matters seem to be involved. The defense of any legal action on a claim for benefits shall be the obligation of Natrona County.

10. Reliance on Communications Received. BCBSWY shall be entitled to rely upon any communication believed by BCBSWY to be genuine and to have been signed or presented by the proper party or parties.

11. Notice. Neither party shall be bound by any notice, amendment, direction, or request that is required under the terms of Section G or Paragraph 12 of Section E of this Agreement unless and until it has been sent by Certified U.S. Mail, Federal Express, or like express or delivery service providing package tracking and delivery verification services, prepaid and properly-addressed, to the other party at its office listed below. All such notices shall be effective on the date of deposit with the United States Postal Service, Federal Express, or like express or delivery service.

BCBSWY U.S. Mail	BCBSWY Delivery	NATRONA COUNTY U.S. Mail	NATRONA COUNTY Delivery
P.O. Box 2266 Cheyenne, WY 82003	4000 House Ave. Cheyenne, WY 82001	200 N. Center St., #115 Casper, WY 82601	200 N. Center St., #115 Casper, WY 82601

12. Independent Corporation. Natrona County, on behalf of itself and the Participants and Beneficiaries, hereby expressly acknowledges its understanding that this Agreement constitutes a contract solely between Natrona County and BCBSWY, that BCBSWY is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, the Association permitting BCBSWY to use the Blue Cross and Blue Shield Service Marks in the State of Wyoming, and that BCBSWY is not contracting as the agent of the Blue Cross and Blue Shield Association. Natrona County further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than BCBSWY and that no person, entity, or organization other than BCBSWY shall be held accountable or liable to Natrona County or any other person, entity, or organization for any of BCBSWY's obligations to Natrona County created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of BCBSWY other than those obligations created under other provisions of this Agreement.

13. Applicable Law & Proper Venue. This Agreement shall be construed and enforced according to the laws of the State of Wyoming, without reference to the conflict of laws provisions thereof. Any action brought under or related to this Agreement or the performance of any duties or obligations hereunder shall be properly brought in the District Court of the First Judicial District of Wyoming in Cheyenne, Wyoming, or in the United States Court for the District of Wyoming in Cheyenne, Wyoming.

14. Entire Agreement. This Agreement, together with any exhibits, attachments and/or amendments appended hereto, constitutes the entire Agreement between the parties. No promises, terms, conditions or obligations other than those contained in this Agreement shall be valid or binding. Any prior agreements, statements, promises, negotiations, inducements or representations, either oral or written, made by either party or agent of either party that are not contained in this Agreement are of no force and effect. No modification of the terms or provisions of this Agreement shall be effective unless evidenced by a written amendment hereto, signed by an authorized officer or a duly authorized employee of Natrona County and BCBSWY, unless the change is mandated by law.

15. Confidentiality. All Participant and Beneficiary records shall be kept confidential and considered proprietary. Because Natrona County may have access to claims history information and responsibility for claims adjudication, Natrona County shall be responsible for any breach of confidentiality in its access, review or use of such information.

16. Incorporation by Reference. This Agreement hereby incorporates by reference the terms and conditions of the Benefit Document. In the event of a conflict between the terms of this Agreement and the Benefit Document, this Agreement's language shall be applied and will control.

17. Waiver. Failure of either party at any time to require performance by the other party of any provision of this Agreement shall not be deemed to be a continuing waiver of that provision or a waiver of any other provision of this Agreement.

18. Paragraph Headings. The headings of paragraphs and sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

20. Incentive Programs. The parties acknowledge that BCBSWY may, from time-to-time, receive incentives or other benefits from Stop Loss carriers such as conferences, social events, or compensation if BCBSWY enrolls in a program based on new production and renewal persistency.

SECTION F -- DURATION OF AGREEMENT

This Agreement shall take effect on July 1, 2020 ("Effective Date"), and shall automatically renew on each subsequent anniversary date for an additional twelve (12) month period, unless terminated pursuant to Section G.

SECTION G -- TERMINATION OF AGREEMENT

1. Either BCBSWY or Natrona County may terminate this Agreement by giving to the other, at least thirty (30) calendar days prior to the date of termination, written notice of its intention to terminate the Agreement.

2. The Agreement shall automatically terminate:

   a. If any governmental authority enacts a law or interprets existing law to prohibit the continuance of this Agreement, upon the effective date of such law or interpretations; or

   b. If any fee or remittance, as provided in Section D, remains unpaid to BCBSWY past the due date, provided BCBSWY has notified Natrona County in writing of intent to cancel. If no payment has been received from Natrona County within five (5) calendar days of the notification of intent to cancel, written notification of cancellation will be sent to Natrona County by BCBSWY; or

   c. Immediately upon Natrona County's seeking protection against payment of obligations to its creditors through the use of the Bankruptcy courts, whether or not any payments are due to BCBSWY.

3. Upon termination of this Agreement under Paragraph 1 of this Section G and the written request of Natrona County, BCBSWY shall complete the processing of all claims for benefits incurred prior to the termination of the Agreement which are filed with BCBSWY within six (6) months following such termination, provided that Natrona County pays the Run-Out Processing Fee shown in Attachment A to this Agreement, and continues to reimburse BCBSWY for the paid claims as set forth in Section D, Paragraphs 1 and 2 of this Agreement. Natrona County's request for Run-Out Processing Services shall be made as part of the termination notice set forth in Paragraph 1 of this Section G. If Natrona County does not request Run-Out Processing Services at the time of notification of intent to terminate this Agreement, or if this Agreement is terminated under Paragraph 2 of this Section G, BCBSWY shall have no further duties of performance hereunder, except that BCBSWY will cause orderly transfer of records and funds, if any, from BCBSWY to Natrona County or to such other person or entity as Natrona County may designate.

SECTION H -- EXECUTION OF AGREEMENT

The parties hereto have caused this Agreement to be executed by their respective officers, duly authorized to do so, to take effect as of the date specified in Section F.

NATRONA COUNTY EMPLOYEES

By: _____

Title: _____

Date: _____

BLUE CROSS BLUE SHIELD OF WYOMING
A Wyoming Nonprofit Corporation

By: Shadei D. Garcia

Title: Staff Attorney

Date: June 24, 2020

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY
': Eric McAdams
ATE: 7-1-2020

ATTACHMENT A

The following fees and charges shall apply as of the Effective Date:

1.	ADMINISTRATIVE FEE:	$43.80 per Participant per month
2.	NETWORK FEE:	Included in Administrative Fee
3.	UTILIZATION REVIEW FEE:	Included in Administrative Fee
4.	CASH FLOW PROTECTION FEE:	Included in Administrative Fee

5. OTHER FEES AND CHARGES:

Run-out processing fee – If processing of run-out claims is requested in writing by Natrona County, the Run-Out Processing Fee shall be billed to Natrona County on the first claims billing following the date of termination of the Administrative Services Agreement. The Run-Out Processing Fee will be a one-time fixed fee calculated at $109.50 times the average number of Participants and COBRA-eligibles covered during the three (3) calendar months prior to the date of termination, as calculated by BCBSWY.

ATTACHMENT B

ACCESS FEES: Disclosure to Accounts

Only the BlueCard Program Access Fee may be charged separately each time a claim is processed through the BlueCard Program. All other BlueCard Program-related fees are included in the General Administrative Fee.

The Access Fee is charged by the Host Blue to Blue Cross Blue Shield of Wyoming for making its applicable provider network available to Blue Cross Blue Shield of Wyoming's Participants. The Access Fee will not apply to nonparticipating provider claims. The Access Fee is charged on a per-claim basis and is charged as a percentage of the discount/differential Blue Cross Blue Shield of Wyoming receives from the applicable Host Blue subject to a maximum of $2,000 per claim. When charged, Blue Cross Blue Shield of Wyoming passes the Access Fee directly on to the Group.

Instances may occur in which the claim payment is zero or Blue Cross Blue Shield of Wyoming pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, Blue Cross Blue Shield of Wyoming will pay the Host Blue's Access Fee and pass it along directly to the Group as stated above even though the Group paid little or had no claim liability.

A General Administrative Fee encompasses fees Blue Cross Blue Shield of Wyoming charge to the Group for administering Blue Cross Blue Shield of Wyoming's benefit plan. They may include both local [within Blue Cross Blue Shield of Wyoming's service area] and Inter-Plan fees. For purposes of this agreement, they include the following BlueCard Program-related fees other than the BlueCard Program Access Fee: namely, Administrative Expense Allowance (AEA) Fee, Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee and BlueCard Worldwide Program Fees, if applicable.

Inter-Plan Arrangements Fees:	
BlueCard® Program Fees	
Access Fees:	2020: 3.97% of network savings, capped at $2,000.00 per claim. 2021: 3.79% of network savings, capped at $2,000.00 per claim.

ATTACHMENT C
SUPPLEMENTAL SERVICES

The supplemental services to be provided by BCBSWY, beginning on the Effective Date, are as follows:

1. Additional reports not specified in this Agreement, as requested by Natrona County and agreed to by BCBSWY, to be billed at an hourly rate to be determined by BCBSWY and agreed to by Natrona County.

2. At the request of Natrona County, act as broker for Natrona County in obtaining reinsurance and/or stop-loss coverage from an Excess Loss Insurer. BCBSWY may receive a commission in exchange for this service.

3. Pass-through of applicable reinsurance and/or stop-loss coverage premium(s) to the Excess Loss Insurer(s) designated by Natrona County, less applicable commission(s), if any.

4. When requested and agreed, BCBSWY will file Stop Loss Claims with the Excess Loss Insurer designated by Natrona County and, as requested, provide to the Excess Loss Insurer data as available from that maintained by BCBSWY pursuant to this Agreement.

5. Subrogation services BCBSWY uses in its normal course of business will be utilized. BCBSWY does not warrant or guarantee results or particular service levels, either on specific claims or overall. A fee of twenty percent (20%) of the amount recovered (twenty-four percent (24%) of the amount recovered for look back services, if applicable) will be retained.

6. Pharmacy rebates that are obtained by BCBSWY through contract, negotiation or otherwise are passed through to Natrona County. BCBSWY retains 0% of these pharmacy rebates and Natrona County retains 100% of these pharmacy rebates.

7. Subject to the conditions precedent set forth in the "COBRA Duties Schedule" [Attachment D to this Agreement] BCBSWY will perform certain ministerial functions arising under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), but only to the extent set forth in the "COBRA Duties Schedule." All fiduciary duties arising under COBRA remain the sole responsibility of Natrona County.

8. Administration of Utilization Review services.

ATTACHMENT D
"COBRA DUTIES SCHEDULE"

In furtherance of Natrona County's fiduciary duties arising under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and subject to the conditions precedent set forth below, BCBSWY hereby agrees to ensure performance of the following ministerial functions on behalf of Natrona County during the time that the Administrative Services Agreement between them and the related health care benefits Plan are in effect:

1. Provide notification of COBRA rights and obligations to each Plan Participant and his/her spouse as provided by Natrona County.

2. Provide notification of COBRA rights and obligations to newly acquired spouses of Plan Participants when BCBSWY is advised of such acquisition by Natrona County.

3. Provide a COBRA statement of rights and election form to a Qualified Beneficiary of record within 14 days of BCBSWY receiving notice from Natrona County of a Qualifying Event for such Beneficiary within 30 days of such Event.

4. Provide a COBRA statement of rights and election form to a Qualified Beneficiary of record within 14 days of BCBSWY receiving notice from the Beneficiary within 60 days of the Beneficiary's divorce, legal separation, or dependent child ceasing to be a dependent of such Beneficiary.

5. Maintain a list of all COBRA Continuees who have elected continuation of coverage under COBRA and the types of coverage elected.

6. Bill COBRA Continuees for their applicable COBRA premium, including any applicable COBRA administrative fee, as directed by Natrona County. BCBSWY will ensure that the applicable COBRA premium and the COBRA administrative fee is forwarded to Natrona County.

7. Provide shortage notices and partial payment notices to COBRA Continuees and monitor the 30-day grace period for payment of past-due premium amounts.

8. Provide notice to COBRA Continuees of changes in COBRA premium amount within 60 days of the effective date of such changes by the Plan.

9. Maintain a list of COBRA premium accounts receivable based on the COBRA elections made by COBRA Continuees.

10. Maintain information on COBRA Continuees' coverage extensions (i.e. disability and/or secondary Qualifying Event)

11. Terminate a COBRA Continuee's coverage upon receipt of notice from Natrona County of Continuee's entitlement to Medicare.

12. Provide notice to COBRA Continuees before the end of their maximum period of COBRA coverage of the right to convert to a direct payment contract, if applicable.

["COBRA Continuee" means Plan Participants and Beneficiaries who are in their 60-day COBRA election period, or have elected COBRA continuation of coverage. "Qualified Beneficiary" means those persons eligible for COBRA continuation of coverage, as defined in federal law. "Qualifying Event" means an event consisting of: 1) the divorce or legal separation of an employee covered by the Plan; 2) the ineligibility of such employee's family member for dependent coverage under the Plan; 3) the termination or reduction in hours of such employee's employment; 4) such employee's entitlement to Medicare benefits; 5) the death of such employee; or 6) such employee's termination or suspension of employment to perform military service.]

All actions and duties of Natrona County as set forth above are conditions precedent to BCBSWY's ensuring performance of any ministerial functions in furtherance of Natrona County's fiduciary duties arising under COBRA. Failure of Natrona County to perform any of the above-listed actions and duties will render Natrona County's delegation of any COBRA ministerial functions relative to any Participant, Beneficiary, Qualified Beneficiary or COBRA Continuee in question to be null and void. All fiduciary duties arising under COBRA remain the sole responsibility of Natrona County, notwithstanding any other provision of this COBRA Duties Schedule, this Administrative Services Agreement, or any other agreement between BCBSWY and Natrona County, written or otherwise.

ANNUAL COMPENSATION AGREEMENT

This Annual Compensation Agreement ("Agreement") is made and entered into by and between the University of Wyoming ("University") and the Commissioners of Natrona County ("County").

WHEREAS, under the Federal Smith-Lever Act of 1914, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the County desires an Extension professional to assist and encourage the development Horticulture Programming (position currently held by **Donna Hoffman);** and

WHEREAS, the University employs such Extension professionals; and

WHEREAS, the University contributes salary and employer paid benefits in the amount of **$32,284.00** and

WHEREAS, the University and the County have entered into a Memorandum of Understanding dated **July 1, 2017.**

NOW THEREFORE, the parties agree as follows:

1. **Payment.** In return for the above services, which shall be done and directed under the supervision of the Director of the University of Wyoming Extension, the County will contribute **$16,414.00** annually to the University of Wyoming Extension. The County agrees to make payments to the University as follows: **Four payments of $4,103.50 due in October 2020, and January, March, and June 2021.**
2. **Term and termination.** The term of this Agreements shall commence on July 1, 2020 and shall remain in full force and effect until June 30, 2021, unless terminated by written mutual consent of both parties. In the event this Agreement is terminated, the University will return unused funds contributed by the County.

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

Board of County Commissioners, Natrona County

Chairman

Date

Kelly K. Crane
Director, University of Wyoming Extension

June 25, 2020
Date

Barbara Rasco
Dean, College of Agriculture and Natural Resources
University of Wyoming

Date

Form UW approved June, 2020

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY
BY: Eric K. Alden
DATE: 6-7-1-2020

ANNUAL COMPENSATION AGREEMENT

This Annual Compensation Agreement ("Agreement") is made and entered into by and between the University of Wyoming ("University") and the Commissioners of Natrona County ("County").

WHEREAS, under the Federal Smith-Lever Act of 1914, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the County desires an Extension professional to assist and encourage the development of 4-H Youth Development Programming (position currently held by **Joddee Jacobsen);** and

WHEREAS, the University employs such Extension professionals; and

WHEREAS, the University contributes salary and employer paid benefits in the amount of **$38,312.00** and

WHEREAS, the University and the County have entered into a Memorandum of Understanding dated **July 1, 2017.**

NOW THEREFORE, the parties agree as follows:

1. **Payment.** In return for the above services, which shall be done and directed under the supervision of the Director of the University of Wyoming Extension, the County will contribute **$20,844.00** annually to the University of Wyoming Extension. The County agrees to make payments to the University as follows: **Four payments of $5,211.00 due in October 2020, and January, March, and June 2021.**
2. **Term and termination.** The term of this Agreements shall commence on July 1, 2020 and shall remain in full force and effect until June 30, 2021, unless terminated by written mutual consent of both parties. In the event this Agreement is terminated, the University will return unused funds contributed by the County.

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

Board of County Commissioners, Natrona County

Chairman

Date

Kelly K. Crane

Kelly K. Crane
Director, University of Wyoming Extension

June 25, 2020

Date

Barbara Rasco
Dean, College of Agriculture and Natural Resources
University of Wyoming

Date

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY
BY:
DATE: 7-1-2020

Form UW approved June, 2020

RESOLUTION 25 -2020

RESOLUTION AUTHORIZING WYOMING DOWNS, LLC TO CONDUCT PARI MUTUEL WAGERING ON LIVE HORSE RACIGN, HISTORIC HORSE RACING, AND SIMULCAST EVENTS WITHIN NATRONA COUNTY, WYOMING

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

WHEREAS, the Wyoming Gaming Commission (f/k/a the Wyoming Pari-Mutuel Commission) has adopted rules that were filed with the Secretary of State on December 18, 2013 regulating pari-mutuel wagering on simulcast events, including historic races; and

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

WHEREAS, Wyoming Downs, LLC desires to expand its operations in Natrona County to include pari-mutuel wagering on live horse racing, historic horse racing, and simulcast events at existing bars and legally authorized establishments within Natrona County; and

WHEREAS, the BOCC being duly apprised concurs and finds that it is in the best interest of Natrona County to authorize the request of Wyoming Downs, LLC.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Natrona County hereby approves and authorizes Wyoming Downs, LLC, pursuant to Wyo. Stat. §11-25-102(a)(vii)(B), to conduct pari-mutuel wagering on live horse racing, historic horse racing, and simulcast events at existing bars and legally authorized establishments within Natrona County..

Adopted this _____ day of July, 2020.

NATRONA COUNTY

BY: _____
Robert L. Hendry
Chair, Board of County Commissioners

ATTEST: _____
County Clerk

Approved as to form: Eric K. Alden
County Attorney

WYOMING DOWNS

6/18/2020

Natrona County Commissioners
200 North Center Street,
Casper, WY 82601

RE: *Approval to Operate Within Existing Establishments Within Natrona County*

Dear Sir and/or Madam:

Wyoming Downs LLC currently operates pari-mutuel simulcast wagering within Natrona County and is seeking approval to expand to new locations. We respectfully submit the enclosed resolution for your review and approval to add authorized historic horse racing terminals in existing bars and other legally authorized establishments within Natrona County.

Wyoming Downs Racetrack located in Evanston is the only privately-owned racetrack in Wyoming. In 2019, Wyoming Downs raced fourteen (14) days and is currently approved to run live racing for fourteen (14) days in 2020. Wyoming Downs is authorized by the State of Wyoming to conduct horse racing events including live racing, simulcasting, and rodeo events. We have a long history in Wyoming operating our pari-mutuel business in accordance with the Wyoming Gaming Commission's (formerly the Wyoming Pari-Mutuel Commission) rules and regulations.

Since 2013, Wyoming Downs has legally operated historic horse racing terminals in the State of Wyoming. These historic horse racing terminals currently legally operate out of OTB locations within Natrona County. In 2020, the Wyoming legislature, temporarily authorized skill based amusement terminals within Wyoming. Wyoming Downs seeks approval to add terminals in the same locations that currently offer skill based amusement games, such as bars. Unlike skill based amusement games, historic horse racing terminals do not have a sunset provision to operate legally in Wyoming. Wyoming Downs remains committed to operating legally and with the permission of each county it operates within.

Additional historic horse racing terminals will substantially financially benefit Natrona County and the City of Casper. Per Wyoming statute, **one percent of the total amount wagered within the city and county is split 50/50 between the City of Casper and Natrona County**. Enclosed is the 2019 Wyoming Gaming Commission Historic Racing Summary showing the revenue distributed to Wyoming counties and cities.

Enclosed is a draft resolution for your consideration and approval. By signing the enclosed resolution this will allow Wyoming Downs, LLC to seek approval to add additional historic horse racing terminals at existing bars and legally authorized establishments within Natrona County. The Wyoming Gaming Commission will then have review and vote to approve each new location within Natrona County.

Please let me know what questions you have. I can be reached by email at eric@wydowns.com or my cell phone at 702-682-8918. You can also contact Wyoming Downs, LLC's attorney Traci Lacock, at Hirst Applegate, LLP, by either calling 307-632-0541or by emailing her at tlacock@hirstapplegate.com.

Respectfully,

Eric Nelson, Manager LLC
Wyoming Downs LLC

CC Mr. Daniel J. Itzen, Natrona County District Attorney
Ms. Michelle Maines, Commissioner's Secretary
Mr. Eric K. Nelson, Natrona County Attorney
Mr. Eric Lee Nelson, Wyoming Downs

Attachments:
Resolution Draft
Historic Racing Summary

HISTORIC RACING

HISTORIC RACING SUMMARY – PER CITY/COUNTY

One percent (1%) of the total amount wagered attributable to historic pari-mutuel wagering events, shown by the report to the commission, to be transferred by the commission to the county and the city or town in which the permittee is located, in equal shares, or to the county alone, if the permittee is not located within the boundaries of a city or town.

Total Paid To Cities & Counties: $7,934,771.37

Wyoming Downs, LLC (WD)	$ 4,276,788.41
Wyoming Horse Racing, LLC (WHR)	$ 3,657,982.96

Revenue - By City		
Casper	$ 544,672.50	(WD 310,315.5 / 234,356.75)
Cheyenne	$ 745,152.75	(WD 402,684.86 / WHR 342,467.89)
Evanston	$ 187,664.04	(WD 96,509.00 / WHR 91,155.04)
Evansville	$ 158,109.10	(WD 158,109.10)
Gillette	$ 699,413.76	(WD 405,726.11 / WHR 293,687.65)
Green River	$ 33,328.45	(WHR 33,328.45)
Mills	$ 349,928.06	(WHR 349,928.06)
Rock Springs	$ 583,241.13	(WD 271,727.67 / WHR 311,513.46)
Sheridan	$ 341,178.45	(WD 168,624.26 / WHR 172,554.19)

Revenue - By County		
Albany	$ 131,592.46	(WD 131,592.46)
Campbell	$ 699,413.76	(WD 405,726.11 / WHR 293,687.65)
Laramie	$ 1,131,362.75	(WD 788,894.86 / WHR 342,467.89)
Natrona	$ 1,052,709.66	(WD 468,424.85 / WHR 584,284.81)
Sheridan	$ 341,178.45	(WD 168,624.26 / WHR 172,554.19)
Sweetwater	$ 616,569.58	(WD 271,727.67 / WHR 344,841.91)
Uinta	$ 187,664.04	(WD 96,509.00 / WHR 91,155.04)

Please Note: +.03¢ Difference For City/County Payouts - Due to Rounding - Paid $7,934,771.40
GreenRiver: New Location July 18, 2019

HISTORIC RACING

ADJUSTED GROSS REVENUE - PER PERMITTEE

Wyoming Downs LLC - HHR 2019

			% of Handle	
Takeout	$	30,533,777.60	7.14%	
Breakage	$	781,095.04	0.18%	
AGR (Adjusted Gross Revenue)	$	31,314,872.64	7.32%	
			% of Handle	% of AGR
Breeders Award Fund	$	1,710,715.36	0.40%	5.46%
State	$	1,558,149.15	0.36%	4.98%
LSRA (Legislative Stabilization Reserve Account)	$	580,245.05	0.14%	1.85%
City/County	$	4,276,788.41	1.00%	13.66%
Total	$	8,125,897.97	1.90%	25.95%
Settlement	$	997,751.60		
Handle	$	427,678,841.05	Payback %	
Return To Public	$	395,366,216.81	92.44%	

Wyoming Horse Racing LLC - HHR 2019

			% of Handle	
Takeout	$	28,542,535.23	7.80%	
Breakage	$	41,040.86	0.01%	
AGR (Adjusted Gross Revenue)	$	28,583,576.09	7.81%	
			% of Handle	% of AGR
Breeders Award Fund	$	1,463,193.18	0.40%	5.12%
State	$	1,357,588.60	0.37%	4.75%
LSRA (Legislative Stabilization Reserve Account)	$	471,402.88	0.13%	1.65%
City/County	$	3,657,982.96	1.00%	12.80%
Total	$	6,950,167.62	1.90%	24.32%
Settlement	$	90,303.26		
Handle	$	365,798,296.05	Payback %	
Return To Public	$	337,124,416.70	92.16%	

Wyoming Totals - HHR 2019

			% of Handle	
Takeout	$	59,076,312.83	7.45%	
Breakage	$	822,135.90	0.10%	
AGR (Adjusted Gross Revenue)	$	59,898,448.73	7.55%	
			% of Handle	% of AGR
Breeders Award Fund	$	3,173,908.54	0.40%	5.30%
State	$	2,915,737.75	0.37%	4.87%
LSRA (Legislative Stabilization Reserve Account)	$	1,051,647.93	0.13%	1.76%
City/County	$	7,934,771.37	1.00%	13.25%
Total	$	15,076,065.59	1.90%	25.17%
Settlement	$	1,088,054.86		
Handle	$	793,477,137.10	Payback %	
Return To Public	$	732,490,633.51	92.31%	

RESOLUTION 24-20

NATRONA COUNTY, WYOMING, BUDGET RESOLUTION
FISCAL YEAR 2020-2021

WHEREAS, a summary of said budget and notice of public hearing of said budget were published June 29, 2020 in the *Casper Star-Tribune*, the Board of County Commissioners' official newspaper and a paper of general circulation in Natrona County; and

WHEREAS, a public hearing was held on Tuesday, July 7, 2020 at 5:30 p.m. to provide budget information, answer questions and hear public comment on said budget and the proposed budgets of Natrona County's component entities, the Public Library, City/County Health Department, Airport, Community Action Partnership, Weed and Pest District, and County Fair, as submitted; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF NATRONA COUNTY COMMISSIONERS that the proposed budget, in the amount of $48,914,591 as attached is adopted as the official budget for Natrona County and its component entities for the 2020-2021 fiscal year ending June 30, 2021.

PASSED AND ADOPTED this 7th day of July 2020.

THE BOARD OF COUNTY COMMISSIONER
NATRONA COUNTY, WYOMING

_____
Robert L. Hendry, Chairman

Attest:

_____
Tracy Good, County Clerk

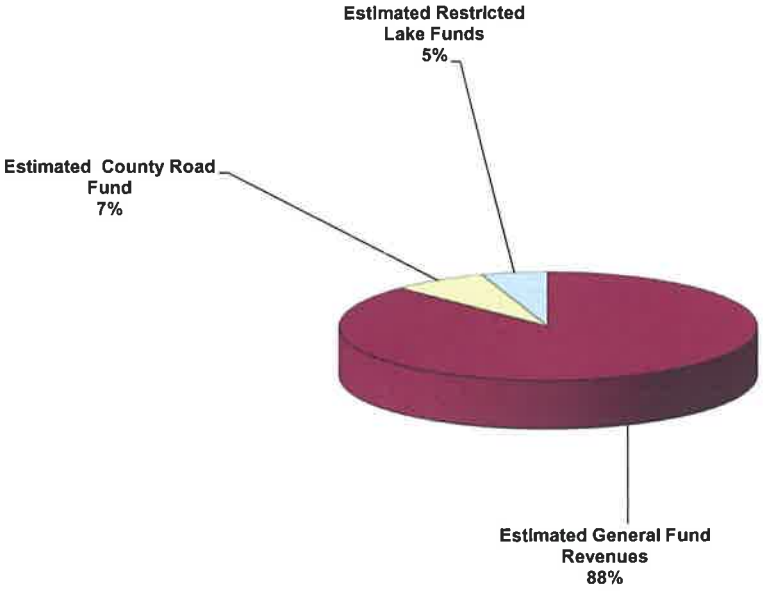
NATRONA COUNTY, WYOMING

Fiscal Year 2021 Budget

Proposed Budget Accomplishments:

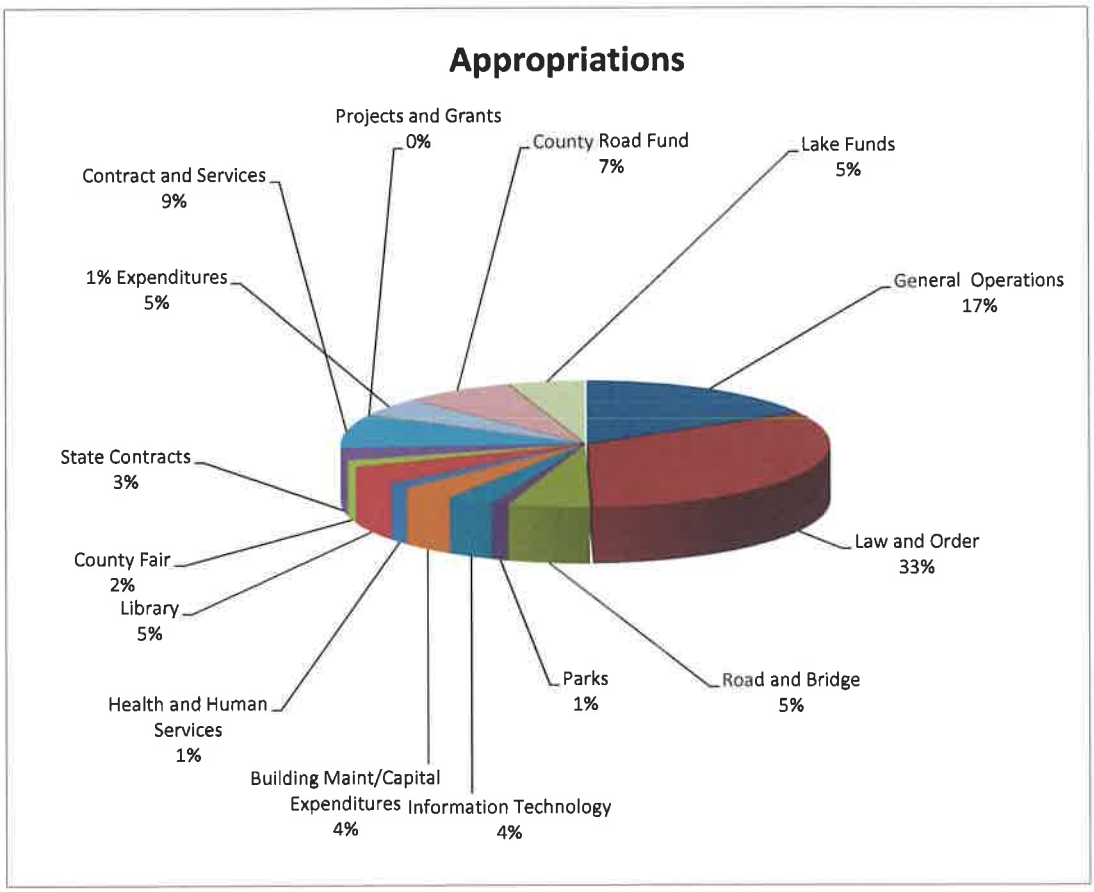
- **Funds mandated services**
- **Provides for citizens' health, safety and welfare**
- **Provides funding for various 1 Cent #16 projects**

Revenues



Estimated Budget Revenues for FY 2020-2021

Estimated General Fund Revenues	$42,799,719.00
Estimated County Road Fund	$3,628,152.00
Estimated Restricted Lake Funds	$2,486,720.00
Total Budget Revenues	**$48,914,591.00**



Budget Appropriations for FY 2020-2021

General Operations	$8,222,087.00
Law and Order	$16,086,902.00
Road and Bridge	$2,650,175.00
Parks	$553,755.00
Information Technology	$1,494,580.00
Building Maint/Capital Expenditures	$1,796,208.00
Health and Human Services	$749,674.00
Library	$2,348,487.00
County Fair	$840,100.00
State Contracts	$1,513,335.00
Contract and Services	$4,183,172.00
Projects and Grants	$46,571.00
1% Expenditures	$2,314,673.00
County Road Fund	$3,628,152.00
Lake Funds	$2,486,720.00
Total Budget Appropriations	**$48,914,591.00**

ADOPTED FY 20 BUDGET

July 7, 2020

	Estimated Revenue Available for Budget		Estimated Requirements for Appropriations		Levy	
	48,914,591		48,914,591		12.0	

Detail of General Fund Requirements			*Break Down of Other General Accounts	
County Commissioners	237,276		Cooperative Extension	275,331
County Clerk	1,861,916		Building Maintenance	1,796,208
County Treasurer	1,052,839		Human Resources	123,213
County Assessor	1,045,809		Capital Expenditures	72,000
Clerk of District Court	1,817,572		Child Support Enforcement	1,031,403
County Sheriff - Administration & Patrol	5,235,844		City/County Health Dept.	669,058
- Emergency Management	310,964		County Development	745,940
- Detention Center	9,375,037			
- Juvenile Detention	104,000		Community Action	
- Courthouse Security	1,061,057		Partnership	80,616
County Legal Department	458,101		Drug Court	481,932
County Coroner	532,090		County Fair	840,100
Road and Bridge	2,650,175			
Parks Dept.	553,755		County Library	2,348,487
General Fund Accounts	26,296,435		Contracts and Services	4,183,172
Other General Accounts	16,503,284		Information Technology	1,494,580
General Accounts Sub-Total	42,799,719		Projects and Grants	46,571
Lake Department	2,486,720		Optional 1% Sales Tax	2,314,673
County Road Funds	3,628,152		Total	16,503,284
Total Budget	48,914,591			

BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING

By: Robert L. Hendry, Chairman
Attest: Tracy Good, County Clerk

FY 20-21
Budget Appropriations Category Descriptions

General Operations	County Commissioner Administration Human Resources County Clerk County Treasurer County Assessor Clerk of District Court County Legal Department County Coroner County Development Cooperative Extension Department
Law and Order	County Sheriff Administration, & Patrol Emergency Management Detention Center Juvenile Detention Center Courthouse Security 24/7 Program Day Reporting Contract Misdemeanant Housing Contract Juvenile Detention Contract 911 Monthly Costs Detention Center Expansion Principal/Interest Payment
Road and Bridge	Road and Bridge Budgets
County Road Funds	County Road Funds
Parks	Parks Budget
Lake Department	Lake Funds
Information Technology	Information Technology Budget
Building Maint./Capital Expend.	All Building Budgets and Equipment Budget
Health and Human Services	Health Department Contract and Community Action Partnership
Library	Library Contract
County Fair	County Fair Budget
State Contracts	Child Support Enforcement and Drug Court
Contracts and Services	Commissioners General Accounts (5-33 Budget)
Projects and Grants Carry Over	Grant monies carried forward
1% Expenditures	All 1% Expenditures including County Infrastructure