REGULAR CITY COUNCIL MEETING
June 23, 2026
7:00 PM
City Hall

CITY OF MILLS
EST. 1921

Mayor:
Leah Juarez
Council President:
Brad Neumiller
Council Members:
Cherie Butcher
Sara McCarthy
Tim Sutherland

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC HEARINGS

CONSENT AGENDA

1. Recordation of Vote Appointing Municipal Clerk

Minutes

2. Council Meeting Minutes

City Licenses

3. New / Renewal Business / Contractor Licenses and Home Occupation Permits

Financial Approvals

4. Financial Breakdown - Check Register & Future ACH/EFT Transactions
5. PAID ACH / EFT Transactions
6. Fire Payroll
7. Regular / Police Payroll
8. Transmittal Transactions

OPEN DISCUSSION

ORDINANCES AND RESOLUTIONS

9. **Resolution 2026-17 Municipal Signatory Resolution**
10. **Resolution 2026-18 Errata**

COUNCIL APPROVALS

11. Hub Renewal

12. WHSI Radio Grant Paperwork

13. Terminal Agency and Criminal Justice Agency Information

14. MPO Renewal For Transit Services For FY27

15. Regional GIO 2026 Renewal

EXECUTIVE SESSION

ADJOURNMENT

AGENDA SUBJECT TO CHANGE WITHOUT NOTICE

NEXT MEETING - July 14, 2026 7:00pm/July 28, 2026 7:00pm

NEXT WORK SESSION - July 14, 2026 6:00pm/July 28, 2026 6:00pm

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact City Hall at 307-234-6679 within 48 hours prior to the meeting in order to request such assistance.

RECORDATION OF VOTE APPOINTING MUNICIPAL CLERK

WHEREAS, Sec. 2.04.060 of the Mills City Code provides, in relevant part:

Sec. 2.04.060. - Appointment of city officials.

(a) The mayor shall appoint a . . . city clerk. . . . The city council shall vote to confirm or reject any said appointment, with a majority of the city council being required in order to approve the appointment.

And,

WHEREAS, W.S. Sec. 15-3-204 provides:

15-3-204. Appointed officers; removal; conditions for appointive office or position.

(a) Unless otherwise provided by ordinance, the clerk, treasurer, engineer, attorney, fire chief, police chief, municipal judges and department heads as specified by ordinance shall be appointed by the mayor with the consent of the governing body and may be removed by the mayor. All other appointments, except the appointment of members of a board or commission, and removals shall be made by the mayor without consent of the governing body unless consent is required by separate statute. The governing body shall determine the method of appointing members of a board or commission, unless the method of appointing such members is specified by separate statute. The mayor has the power to remove any officer appointed under W.S. 15-1-101 through 15-10-117 for incompetency or neglect of duty.

And,

WHEREAS, Megan Smith has been appointed as City Clerk by Leah Juarez, Mayor of the City of Mills; and

WHEREAS, At the regularly scheduled City Council meeting occurring on June 23, 2026 a vote of the City Council was held, and the votes were recorded as follows: (Yes or no votes recorded by name).

___________________________ Yes____No___
Councilman, Sara McCarthy

____________________________Yes,___No___
Councilman, Cheri Butcher

____________________________Yes___No___
Councilman, Tim Sutherland

____________________________Yes__No___
Councilman, Brad Neumiller

ATTEST:

____
City Attorney, Patrick Holscher

CERTIFICATE

I, Patrick Holscher, City Attorney, hereby certify that the foregoing Resolution was adopted by the City of Mills at a public meeting held on June 23, 2026 and that the meeting was held accordingly to law; and that said Resolution has been duly entered in the record of the City of Mills.

____
City Attorney, Patrick Holscher

REGULAR CITY COUNCIL MEETING
June 9th, 2026
7:00 PM
City Hall

CITY OF MILLS
EST. 1921

Mayor:
Leah Juarez
Council President:
Brad Neumiller
Council Members:
Cherie Butcher
Sara McCarthy
Tim Sutherland

MINUTES

CALL TO ORDER

Mayor called the meeting to order at 7:00 pm

ROLL CALL

Present:

Mayor Juarez
President Neumiller
Council Butcher
Council McCarthy
Council Sutherland

PLEDGE OF ALLEGIANCE

PUBLIC HEARING BUDGET FY27

Mayor Juarez closed the regular council meeting and opened the Public hearing for the FY27 Budget. No staff comments and no one speaking for or against the item. The Mayor closed the public hearing.

Mayor Juarez re-opened the regular council meeting at 7:04pm

CONSENT AGENDA

Minutes

1. Council Meeting Minutes

City Licenses

2. New / Renewal Business / Contractor Licenses and Home Occupation Permits

Financial Approvals

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4. PAID ACH / EFT Transactions
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6. Fire Payroll
7. Transmittal Transactions

Motion made by Council Member Butcher to approve Consent Agenda, Seconded by Council Member Sutherland. Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland. Motion passes.

OPEN DISCUSSION

Stacy, a resident of Mills, is requesting an adjustment of her water bill due to a leak. The leak has now been resolved. Staff confirmed the leak and completion of repairs. Mayor Juarez felt that the resident fulfilled the obligations to request an adjustment. The Mayor directed the resident to work with public works and city hall staff to get the adjustment process and application moving forward.

ORDINANCES AND RESOLUTIONS

8. ORDINANCE NO. 837 – BUDGET FY27 THIRD AND FINAL READING:

   APPROPRIATING MONEY FOR THE ANNUAL BUDGET OF THE CITY OF MILLS, WYOMING, FOR THE CONDUCT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF MILLS, WYOMING FOR THE FISCAL YEAR 2027

Motion made by Council President Neumiller to approve, Seconded by Council Member Sutherland. Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland. Motion passes.

9. RESOLUTION NO. 2026-16:

   MASTER LEASE PURCHASE AGREEMENT BETWEEN TAX EXEMPT LEASING CORP AND THE CITY OF MILLS.

   Motion made by Council Member Neumiller to approve, Seconded by Council Member McCarthy. Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland. Motion passes.

COUNCIL APPROVALS

10. Water restriction lift within municipal boundaries.

Motion made by Council President Neumiller to approve, Seconded by Council Member Sutherland.

Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland. Motion passes.

11. PMCH Engagement letter 2026

Motion made by Council President Neumiller to approve, Seconded by Council Member Sutherland.

Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland. Motion passes.

12. Catering permit- Klaus Conrad JR 2026

Motion made by Council President Neumiller to approve, Seconded by Council Member Sutherland.

Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland. Motion passes.

13. Catering permit- Bayou Liquors

Motion made by Council President Neumiller to approve, Seconded by Council Member McCarthy.

Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland. Motion passes.

14. MOU- Air Methods LLC

Motion made by Council President Neumiller to approve, Seconded by Council Member Butcher.

Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland. Motion passes.

EXECUTIVE SESSION

15. Legal Matter

The Mayor asked for a motion to go into an executive session for a legal matter at 7:05pm. Motion made by Councilmember Butcher, Seconded by Council Member Sutherland.

Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland. Motion passes.

All of council returned from an executive session legal matter

Action: Council Member Butcher made a motion to write off certain medical claims. Council President Neumiller seconded the motion.

Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland. Motion passes.

15. Legal Matter

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Action: Council Member Butcher made a motion to authorize the payment of a claim. Council President Neumiller seconded the motion.

Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland. Motion passes.

ADJOURNMENT

Council President Neumiller made a motion to adjourn the meeting. Council Member McCarthy seconded the motion.

Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland. Motion passes.

AGENDA SUBJECT TO CHANGE WITHOUT NOTICE

NEXT MEETING - June 23, 2026 at 7:00pm / July 14th, 2026 at 7:00pm

NEXT WORK SESSION - *June 23, 2026 at 6:00pm / July 14th, 2026 at 6:00pm*

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____

Mayor, Leah Juarez

____

City Clerk, Sarah Osborn

REGULAR CITY COUNCIL MEETING
June 9th, 2026
7:00 PM
City Hall

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Council President:
Brad Neumiller
Council Members:
Cherie Butcher
Sara McCarthy
Tim Sutherland

MINUTES

CALL TO ORDER

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Council Butcher
Council McCarthy
Council Sutherland

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Mayor, Leah Juarez

____

City Clerk, Megan Smith

Report Criteria:
Report type: GL detail
Check.Type = {<>} "Adjustment"

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
2043						
06/23/2026	2043	Brent Corruth	790.00	Bond Refund for Reece Hinds	10-26150	790.00
Total 2043:						790.00
2044						
06/23/2026	2044	David Bright	160.00	Bond refund for David Bright	10-26150	160.00
Total 2044:						160.00
2045						
06/23/2026	2045	Jeffrey Alcala	510.00	Bond refund for Jeffrey Alcala	10-26150	510.00
Total 2045:						510.00
2046						
06/23/2026	2046	Joseph Torres	1,080.00	Bond refund for Christina Uttenhove	10-26150	1,080.00
Total 2046:						1,080.00
2047						
06/23/2026	2047	Orion Lozier	140.00	Overpayment refund Orion Lozier	10-26150	140.00
Total 2047:						140.00
35602						
06/19/2026	35602	Above All Cleaning	582.50	Monthly cleaning - Town Hall, June 2026	10-4600-3300	582.50
06/19/2026	35602	Above All Cleaning	582.50	Monthly cleaning - Police Dept, June 2026	10-4900-9008	582.50
Total 35602:						1,165.00
35603						
06/19/2026	35603	AMBI Mail & Marketing, Inc	18.40	FedEx S&H - Crime Lab 5/21/26	10-5400-3565	18.40

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 35603:						18.40
35604						
06/19/2026	35604	Amerigas	722.96	Propane for back-up generator at fire station	10-5600-3515	722.96
Total 35604:						722.96
35605						
06/19/2026	35605	Banner Health	50.50	Medications from hospital pharmacy	10-5600-3595	50.50
Total 35605:						50.50
35606						
06/19/2026	35606	Bargreen Ellingson	247.93	Senior Center - statement of account	12-4500-3515	247.93
Total 35606:						247.93
35607						
06/23/2026	35607	Big Horn Tire, Inc.	993.00	Unit 10 Tires	10-5400-4055	993.00
Total 35607:						993.00
35608						
06/23/2026	35608	Buffalo Development	2,200.00	Recapture - Lot 36 & Lot 37	50-4600-9005	2,200.00
Total 35608:						2,200.00
35609						
06/19/2026	35609	Caselle, Inc	43,817.76	Annual Maintenance & Support 07/01/2026-06/30/202	50-4600-2005	43,817.76
Total 35609:						43,817.76
35610						
06/19/2026	35610	Emergency Medical Physicians, P	312.50	Medical Director Fee - May 2026	10-5600-2040	312.50
Total 35610:						312.50

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
35611						
06/19/2026	35611	Energy Laboratories Inc	152.00	Monthly Bac-T Samples	52-8200-2050	152.00
06/19/2026	35611	Energy Laboratories Inc	125.00	Water Quality Report	52-8200-2050	125.00
06/19/2026	35611	Energy Laboratories Inc	786.00	Disinfection By-Products Testing	52-8200-2050	786.00
Total 35611:						1,063.00
35612						
06/19/2026	35612	Grainger, Inc	819.16	Jet Pump - Oring Set	52-8200-3500	819.16
Total 35612:						819.16
35613						
06/19/2026	35613	HM Cragg	19.08	Customer statement - cust 1003574	53-8300-3675	19.08
Total 35613:						19.08
35614						
06/19/2026	35614	Homax	106.84	May Fuel Charges	52-8200-4000	106.84
Total 35614:						106.84
35615						
06/19/2026	35615	Keller Law, PC	30.00	Public Defender - Joseph Martinez	10-5100-1090	30.00
06/19/2026	35615	Keller Law, PC	45.00	Public Defender - Michael Bear Claw	10-5100-1090	45.00
06/19/2026	35615	Keller Law, PC	994.16	Public Defender - Charles Vanderpool	10-5100-1090	994.16
Total 35615:						1,069.16
35616						
06/23/2026	35616	Kelly's Alignment & Brake	130.00	UNIT 10 Alignment	10-5400-4050	130.00
Total 35616:						130.00
35617						
06/23/2026	35617	Menards	399.98	Lawn Sweeper & Sprayer	10-7000-3500	399.98
06/23/2026	35617	Menards	119.99-	Return Sprayer	10-7000-3500	119.99-

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 35617:						279.99
35618						
06/19/2026	35618	NAPA Auto Parts	9.54	Oil Filter for Unit 14	10-5400-4050	9.54
06/19/2026	35618	NAPA Auto Parts	63.67	FT Pads/Oil and Cabin Filter Unit 11	10-5400-4050	63.67
06/19/2026	35618	NAPA Auto Parts	693.03	Rotors/FT Pads/Air Filter Unit 11	10-5400-4050	693.03
Total 35618:						766.24
35619						
06/19/2026	35619	Natrona County Sheriffs Office	7,281.12	Prisoner Housing - May 2026	10-5400-3015	7,281.12
Total 35619:						7,281.12
35620						
06/19/2026	35620	Norco, Inc	141.66	Medical Oxygen	10-5600-3595	141.66
06/19/2026	35620	Norco, Inc	20.06	Safety Supply - No Smoking Signs	52-8200-1300	20.06
Total 35620:						161.72
35621						
06/19/2026	35621	Quadient, Inc	2,884.93	Postage funding - acct 7900 0440 8137 4823	50-4600-3510	2,884.93
Total 35621:						2,884.93
35622						
06/23/2026	35622	Rocky Mountain Drug Testing	80.00	Random Drug Testing	10-4600-1060	80.00
Total 35622:						80.00
35623						
06/23/2026	35623	Sundahl, Powers, Kapp & Martin,	5,860.00	Mills/Hartman	10-4600-1085	5,860.00
06/23/2026	35623	Sundahl, Powers, Kapp & Martin,	5,884.55	Mills/Hartman	10-4600-1085	5,884.55
Total 35623:						11,744.55
35624						
06/19/2026	35624	Wash and Glow II LLC	124.00	Car Wash Services 05-01-2026 to 05-31-2026	10-6500-4060	124.00

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 35624:						124.00
35625						
06/19/2026	35625	Wyoming Association of Rural Wa	455.00	Joe Ganrier - Conference Registration	52-8200-1030	455.00
Total 35625:						455.00
35626						
06/19/2026	35626	Wyoming Local Government Liabil	33,041.00	Contributions FY 2027	50-4600-2075	33,041.00
Total 35626:						33,041.00
35627						
06/23/2026	35627	Annette Gaudern	73.04	Water Deposit Refund for Annette Gaudern	51-26150	73.04
Total 35627:						73.04
35628						
06/23/2026	35628	Decian Kinneberg	75.13	Water Deposit Refund for Decian Kinneberg	51-26150	75.13
Total 35628:						75.13
35629						
06/23/2026	35629	Jennifer Kirkendall	81.40	Water Deposit Refund for Jennifer Kirkendall	51-26150	81.40
Total 35629:						81.40
35630						
06/23/2026	35630	Wild Land Weed Man	75.00	Refund	10-3200-5200	75.00
Total 35630:						75.00
35631						
06/23/2026	35631	Zach Krix	66.17	Water Deposit Refund for Zach Krix	51-26150	66.17
Total 35631:						66.17

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount	
192100150							
06/19/2026	192100150	Century Link	551.78	Phone service - acct 334065166	10-4400-9088	551.78	M
Total 192100150:						551.78	
Grand Totals:						113,156.36	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-21100	119.99	28,305.85-	28,185.86-
10-26150	2,680.00	.00	2,680.00
10-3200-5200	75.00	.00	75.00
10-4400-9088	551.78	.00	551.78
10-4600-1060	80.00	.00	80.00
10-4600-1085	11,744.55	.00	11,744.55
10-4600-3300	582.50	.00	582.50
10-4900-9008	582.50	.00	582.50
10-5100-1090	1,069.16	.00	1,069.16
10-5400-3015	7,281.12	.00	7,281.12
10-5400-3565	18.40	.00	18.40
10-5400-4050	896.24	.00	896.24
10-5400-4055	993.00	.00	993.00
10-5600-2040	312.50	.00	312.50
10-5600-3515	722.96	.00	722.96
10-5600-3595	192.16	.00	192.16
10-6500-4060	124.00	.00	124.00
10-7000-3500	399.98	119.99-	279.99
12-21100	.00	247.93-	247.93-
12-4500-3515	247.93	.00	247.93
50-21100	.00	81,943.69-	81,943.69-
50-4600-2005	43,817.76	.00	43,817.76
50-4600-2075	33,041.00	.00	33,041.00
50-4600-3510	2,884.93	.00	2,884.93
50-4600-9005	2,200.00	.00	2,200.00
51-21100	.00	295.74-	295.74-

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
51-26150	295.74	.00	295.74
52-21100	.00	2,464.06-	2,464.06-
52-8200-1030	455.00	.00	455.00
52-8200-1300	20.06	.00	20.06
52-8200-2050	1,063.00	.00	1,063.00
52-8200-3500	819.16	.00	819.16
52-8200-4000	106.84	.00	106.84
53-21100	.00	19.08-	19.08-
53-8300-3675	19.08	.00	19.08
Grand Totals:	113,396.34	113,396.34-	.00

Dated: ______________________________

Mayor: ______________________________

City Council: ______________________________

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City Recorder: ______________________________

Report Criteria:
Report type: GL detail
Check.Type = {<>} "Adjustment"

M = Manual Check, V = Void Check

RESOLUTION NO. 2026-17

MUNICIPAL SIGNATORY RESOLUTION

WHEREAS, Sarah Osborn has resigned as City Clerk for the City of Mills, Wyoming; and therefore is no longer a municipal officer; and

WHEREAS, Megan Smith is being appointed City Clerk for the City of Mills, Wyoming and his now a municipal officer

NOW, THEREFORE, Sarah Osborn is removed as a signatory for City of Mills, checks, drafts or instruments and Megan Smith is added as a signatory for City of Mills and drafts.

This resolution shall take effect immediately.

____
Mayor, Leah Juarez

_______________________________ Councilman, Sara McCarthy	__________________________ Councilman, Cherie Butcher
______________________________ Councilman, Tim Sutherland	_________________________ Councilman, Brad Neumiller

ATTEST:

____
City Clerk

CERTIFICATE

I, Megan Smith, City Clerk, hereby certify that the foregoing Resolution was adopted by the City of Mills at a public meeting held on June 23, 2026, and that the meeting was held accordingly to law; and that said Resolution has been duly entered in the record of the City of Mills.

Megan Smith
City Clerk

RESOLUTION NO. 2026-18

A RESOLUTION CORRECTING TYPOGRAPHICAL ERRORS IN CERTAIN RECENT RESOLUTIONS

WHEREAS, February 10, 2026, the City Council for the City of Mills passed an ordinance Establishing an Appeals Board for the City of Mills. Said Ordinance was assigned number 833. This Ordinance duplicated the number of another Mills Ordinance and was accordingly reassigned the number 837 through Resolution 2026-12, and

WHEREAS, On June 9, 2026, the City of Mills City Council passed an Ordinance approving the FY 27 Budget. Said Ordinance was also assigned number 837.

WHEREAS, There is a need to correctly assign numbers to the aforementioned Ordinances, with the Budget Ordinance being one subject to specific statutory provisions.

NOW, THEREFORE, the Ordinance passed on February 10, 2026 as an Ordinance Establishing An Appeals Board For the City of Mills, Wyoming is designated Ordinance No. 838.

PASSED, APPROVED AND ADOPTED on this _____ day of___________________, 2026.

____
Mayor, Leah Juarez

____
Councilman, Sara McCarthy

____
Councilman, Cheri Butcher

____
Councilman, Tim Sutherland

____
Councilman, Brad Neumiller

ATTEST:

____

City Clerk, Megan Smith

CERTIFICATE

I, Megan Smith, City Clerk, hereby certify that the foregoing Resolution was adopted by the City of Mills at a public meeting held on Apri 14, 2026 and that the meeting was held accordingly to law; and that said Resolution has been duly entered in the record of the City of Mills.

____

City Clerk, Megan Smith

Lynn Budd
Director

WYOMING HOMELAND SECURITY
Prevention Protection Mitigation Response Recovery

Mark Gordon
Governor

May 22, 2026

Dear Zachery,

This package contains the agreement with the Wyoming Office of Homeland Security (WOHS) for the Mills Police Department 2023 SHSP award to support the Radios project. Please forward these agreement documents to the appropriate officials within your agency for review and signatures.

Also included is a copy of the Point of Contact (POC) form. A completed POC form must be signed by the agreement signatory and returned with a copy of the signed agreement.

Your signed agreement and completed POC form must be returned to WOHS by certified mail no later than July 6, 2026. Once it is received, the agreement will be executed with my signature and an electronic copy will be emailed to you for your records. The original signature document will be retained by WOHS.

Attachment A of the agreement describes the allowable expenses that are supported by your 2023 SHSP award.

Questions concerning your award can be directed to Darryl Erickson by email or by calling 307-777-4917.

The deadline to return these documents to WOHS is July 6, 2026.

Regards,

Lynn Budd

Director, Wyoming Office of Homeland Security

Wyoming Office of Homeland Security
5500 Bishop Boulevar[illegible]yenne, Wyoming 82002
Telephone (307) 777-4900
Fax ([illegible]35-6017
http://hls.wyo.gov

Item # 12.

2023 State Homeland Security Program (SHSP)
GRANT POINT OF CONTACT
INFORMATION FORM

Agency Name:	Mills Police Department
Grant Project ID:	23-SHSP-MILL-PD-INT-SH
Mailing Address:	
City, ST ZIP	

Grant Administrator Name:	
Title:	
Phone Number:	
Email:	

(The "Grant Administrator" is the person with your agency who is responsible for the award)

Authorized Point of Contact:	
Title:	
Phone Number:	
Email:	

(The "Authorized Point of Contact" is the person WOHS will contact with any award information/issues)

This form must be signed below by the same person who signed the Grant Award Agreement

I certify the following by my signature, under penalty of false swearing pursuant to W.S. 6-5-303: I have read and understood the incorporated references and requirements in the 2023 State Homeland Security Program Grant Award Agreement.

Signature ____________________________ **Date** ______________

Printed Name ____________________________ **Title** ______________

Please complete and email a signed copy of this form to:

Darryl Erickson, SHSP Grants Specialist
Wyoming Office of Homeland Security
5500 Bishop Boulevard, Cheyenne, WY 82009
darryl.eri[illegible]@wyo.gov

GRANT AWARD AGREEMENT BETWEEN WYOMING OFFICE OF HOMELAND SECURITY AND CITY OF MILLS

Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2023

Subrecipient:	**City of Mills**
UEI #	**X775ZAKKRXJ7**
Federal Award Amount:	**$57,580.00**
Period of Performance:	**January 1, 2026 through August 31, 2026**
CFDA #:	**97.067**
DHS Grant Code:	**EMW-2023-SS-00061**
Federal Award Date:	**September 12, 2023**
Project ID:	**23-SHSP-MILL-PD-INT-SH**

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002, and the City of Mills (Subrecipient), whose address is: 4800 W. Yellowstone Hwy, Mills, WY 82604.

2. **Purpose of Agreement.** The purpose of this Grant Award Agreement (Agreement) is to set forth the terms and conditions by which the Subrecipient shall support the investment of Interoperable Radios to improve the ability of the City of Mills to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism nexus. This award is not for the purposes of Research & Development (R&D) as defined in 2 C.F.R. 200.87.

3. **Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2023 Homeland Security Grant Program, State Homeland Security Program awarded to the State Of Wyoming. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Period of Performance of the Agreement is from January 1, 2026 through August 31, 2026. All services shall be completed during the Period of Performance.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed fifty-seven thousand five hundred eighty dollars and no cents ($57,580.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.

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

C. **Travel.** The payment of travel expenses shall be allowed as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.

(i) Air Travel. The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.

(ii) Personal Vehicle. The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.

(iii) Car Rental. The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle.

D. **Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.

E. **Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

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

A. Complete the project described in Attachment A, Project Description.

B. Comply with terms and conditions as described in Attachment B, Agreement Articles, which is attached to and incorporated into this Agreement by this reference.

C. Comply with the 2023 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO) and the Preparedness Grants Manual to implement this Agreement, and agrees that all use of funds under this Agreement will be in accordance with the SHSP NOFO and Preparedness Grants Manual.

D. **THIRA/SPR.** Complete/actively participate in a whole community Threat and Hazard Risk Assessment (THIRA) or Stakeholder Preparedness Report (SPR) update, or both, annually by the deadline, established by the Agency, of each year during the entire term of this Agreement.

E. **NIMS.** Maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.

F. **Point of Contact.** Keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact

Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

G. **Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.

H. **Equipment.**

(i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.

(ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."

(iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 C.F.R. 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.

I. **Training and Exercise.** Training conducted using HSGP funds should address a performance gap identified through an Integrated Preparedness Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

J. Closeout.

(i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.

(ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

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

A. Pay Subrecipient in accordance with Section 5 above.

B. Be available to provide necessary and feasible technical advice as requested by Subrecipient.

C. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. **Special Provisions.**

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

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

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

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

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

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

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

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

F. Monitoring Activities. Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.

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

H. No Finder's Fees: No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.

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

J. **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 C.F.R. Part 17, or 2 C.F.R. Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

K. **Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq*.; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.

L. **Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

M. **Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars ($750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

N. **Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

O. **Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

9. **General Provisions.**

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

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement 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 Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Agreement 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 Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.

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

F. **Award of Related Agreements.** The Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.

G. **Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

I. **Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages, Attachment A, Project Description, consisting of one (1) page, and Attachment B, Agreement Articles, consisting of ten (10) pages, represent the entire and integrated Agreement 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 Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

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

K. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement 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 Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

L. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement 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 Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

N. **Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.

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

Contact for the Agency:
Ashley Paulsrud
Grants/Finance Section Chief
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-4907
Ashley.paulsrud@wyo.gov

With a copy to:
Lynn Budd (Awarding Official)
Director, Wyoming Office of Homeland Security
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-8511
Lynn.budd@wyo.gov

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

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

R. **Prior Approval.** This Agreement shall not be binding upon either party and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

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

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

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

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

W. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

X. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

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

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

AA. **Counterparts.** This Agreement 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 Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:
Wyoming Office of Homeland Security

Lynn Budd, Director | Date

SUBRECIPIENT:
City of Mills

Subrecipient Designee Signature | Date

Printed Name and Title of Designee

SUBRECIPIENT'S ATTORNEY: APPROVAL AS TO FORM

Attorney | Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Jodi A. Darrough #255882 | 5-26-26

Jodi A. Darrough, Senior Assistant Attorney General | Date

Attachment A: Project Description

Subrecipient: City of Mills
Project ID: 23-SHSP-MILL-PD-INT-SH

The following submitted project(s) have been approved for the Federal Fiscal Year 2023 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

REMINDER: Fuel, oil and routine maintenance charges are **NOT** covered under this grant.

Description	Amount
Eligible Expenses as follows: • Purchase of (4) Motorola APX Next portable radios w/ accessories and (2) Motorola APX 8500 mobile radios w/accessories.	$ 57,580.00

For questions regarding individual project eligibility, the scope of an approved project, or the 2023 SHSP grant, please contact:

Darryl Erickson, Grant Program Manager
Wyoming Office of Homeland Security
307-777-4917

Ashley Paulsrud, Grants/Finance Section Chief
Wyoming Office of Homeland Security
307-777-4907

Attachment B: Agreement Articles

GRANTEE: Wyoming Office of Homeland Security
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2023-SS-00061

Article I - Summary Description of Award

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of four million eight hundred forty-seven thousand five hundred dollars and no cents ($4,847,500.00). This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (CFR) Part 200 and adopted by DHS at 2 CFR Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 CFR section

170.315, certify that their policies are in accordance with OMBs guidance located at 2 CFR Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 CFR Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 CFR Part 21 and 44 CFR Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 CFR Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 CFR Part 180 as adopted by DHS at 2 CFR Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR Part 3001, which adopts the Government-wide implementation (2 CFR Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 CFR Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 CFR sections 200.216, 200.327, 200.471, and Appendix II to 2 CFR Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 CFR Part 401 and the standard patent rights clause located at 37 CFR section 401.14.

Article XXXIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 CFR Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards: Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XL - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons: Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 CFR section 175.15, the full text of which is incorporated here by reference.

Article XLI - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 CFR Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections
175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 CFR section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLIX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 CFR section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 CFR section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 CFR section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article L - Indirect Cost Rate

2 CFR section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Billing Address:
MILLS POLICE DEPT, TOWN OF
4800 W YELLOWSTONE HWY
MILLS, WY 82644
US

Shipping Address:
MILLS POLICE DEPT, TOWN OF
4800 W YELLOWSTONE HWY
MILLS, WY 82644
US

Quote Date:06/04/2026
Expiration Date:07/01/2026
Quote Created By:
Chris Hadlock
Account Executive
chris@comtechradio.com
3072586208

End Customer:
MILLS POLICE DEPT, TOWN OF
Zach Ravlin
zravlin@millswy.gov
208-859-1103

Contract: 39014 - WYOLINK
AGREEMENT: STATE OF WYOMING
Payment Terms:30 NET

Delivery Address:
COMMUNICATION
TECHNOLOGIES INC
189 PROGRESS CIR
MILLS, WY 82644
US

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT ENHANCED				
1	H55TGT9PW8BN	PORTABLE RADIO APX NEXT; ALL-BAND MODEL 4.5	4		$6,225.96	$24,903.84
1a	QA08520AB	ALT: BATTERY LI-ION IMPRES 2 IP68 4400T UL DIV 2	4		$131.15	$524.60
1b	QA05509AB	DEL: DELETE UHF BAND	4		-$578.84	-$2,315.36
1c	QA09001AM	ADD: WIFI CAPABILITY	4		Included	Included
1d	H499KC	ENH: SUBMERSIBLE (DELTA T)	4		Included	Included
1e	H797DW	SOFTWARE LICENSE ENH: DVP-XL ENCRYPTION AND ADP	4		Included	Included
1f	Q498BN	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	4		Included	Included
1g	Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	4		Included	Included

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
11	M37TSS9PW1CN	APX8500 ALL BAND MP MOBILE	2		$4,745.04	$9,490.08
11a	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	2		$606.25	$1,212.50
11b	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	2		$1,137.76	$2,275.52
11c	G78AT	ENH: 3 YEAR ESSENTIAL SVC	2		$288.00	$576.00
11d	GA05509AA	DEL: DELETE UHF BAND	2		-$578.84	-$1,157.68
11e	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	2		$0.00	$0.00
11f	GA09001AA	ADD: WI-FI CAPABILITY	2		$227.42	$454.84
11g	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	2		$51.37	$102.74
11h	G89AC	ADD: NO RF ANTENNA NEEDED	2		$0.00	$0.00
11i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2		$0.00	$0.00
11j	G67EH	ADD: REMOTE MOUNT E5 MP	2		$253.24	$506.48
11k	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	2		$0.00	$0.00
11l	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	2		$391.06	$782.12
11m	GA01670AA	ADD: APX E5 CONTROL HEAD	2		$494.15	$988.30
11n	W22BA	ADD: STD PALM MICROPHONE APX	2		$61.50	$123.00
11o	QA09113AB	ADD: BASELINE RELEASE SW	2		$0.00	$0.00
11p	GA01630AA	ADD: SMARTCONNECT	2		$0.00	$0.00
11q	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION	2		$249.97	$499.94
11r	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	2		$227.42	$454.84

Grand Total

$57,580.00(USD

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

TERMINAL AGENCY AND CRIMINAL JUSTICE AGENCY INFORMATION EXCHANGE AGREEMENT

BETWEEN

Natrona County Public Safety Communications (WY013013N)

AND

Mills Police Department (WY0130200)

This agreement made and entered into this _____ day of _______________, **20**____, between the **Natrona County Public Safety Communications** providing telecommunications service for the **Mills Police Department**, hereafter referred to as User.

User must be a Criminal Justice Agency with an assigned NCIC ORI and agree to abide by all rules, policies and procedures of the:

- National Crime Information Center (NCIC)
- National Law Enforcement Telecommunication System (NLETS)
- Wyoming Criminal Justice Information Network (WCJIN)

The **Natrona County Public Safety Communications,** reserves the right to suspend telecommunications service to User when any rule, policy or procedure of NCIC, NLETS or WCJIN has been violated.

ACKNOWLEDGMENT

As an agency being served by the **Natrona County Public Safety Communications** we hereby acknowledge the duties and responsibilities as set out in this document. We acknowledge that these duties and responsibilities have been developed and approved in order to ensure the reliability, confidentiality, completeness and accuracy of all records contained in or obtained by means of the NCIC, NLETS, and WCJIN systems. We further acknowledge that a failure to comply with these duties and responsibilities will subject my agency to various sanctions. These sanctions may include the termination of NCIC, NLETS, and WCJIN service.

______________________________ ________________
Terminal Agency Administrator — Date
Shane Chaney, Chief of Police

______________________________ ________________
User Agency Administrator — Date
Kate Acord, Chief of Police

CONTRACT FOR TRANSPORTATION SERVICES

This Contract for Transportation Services ("**Contract**") is entered into on this _____ day of _____________, 2026, by and between the City of Casper ("**Casper**"), Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 and the City of Mills ("**Mills**"), Wyoming, a Wyoming municipal corporation, 704 4th Street, Mills, Wyoming 82644.

Throughout this document, Casper and Mills may be collectively referred to as the "parties."

RECITALS

WHEREAS, Casper is undertaking a project to support transit services within the boundaries of Natrona County, Wyoming which are near to it, but are also outside of city limits of the City of Casper; and

WHEREAS, the project requires Transportation services for the demand response and fixed route transportation for Mills and members of its general public; and

WHEREAS, Casper represents that it is ready, willing, and able to provide the Transportation services to Mills as required by this Contract; and

WHEREAS, Mills desires to contract with Casper for the provision of such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

PART I. GENERAL TERMS AND CONDITIONS

1. SCOPE OF SERVICES:

Casper, through its Casper Community Development Department, shall be responsible for administering this Contract and providing grant administration services. The Community Development Director is the City Manager's authorized representative and shall so serve as liaison to Mills.

Casper shall perform the following services in connection with and respecting the project:

A. Casper shall operate a demand response transportation system for the urbanized area of Mills. Casper shall place an emphasis on services for the elderly and disabled.

B. Casper shall operate a fixed route transportation system for the general public within the boundaries of Mills.

C. Casper shall provide a demand response transportation service, at a minimum, from 7:00 a.m. to 6:00 p.m. on Monday through Friday, and on Saturday from 7:30 a.m. to 3:30 p.m.; provided, however, that Casper may discontinue transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate by Casper.

D. Casper shall provide a fixed route transportation service, at a minimum, from 7:00 a.m. to 6:00 p.m. on Monday through Friday. Casper may discontinue fixed route transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate by Casper.

E. Casper shall promote the services offered through appropriate informational programs.

F. Casper shall provide such other related services, which from time to time, may be mutually agreed upon in writing by the parties hereto.

G. Fares:

i. Fares and methods of fare payment charged to passengers and attendants shall be set by Casper; provided, however, that pursuant to Section 5(m) of the Urban Mass Transportation Act of 1964, fares charged elderly and disabled persons shall not exceed one half of the fares charged to the general public. The cash fares paid by passengers and/or service contracts shall be the property of Casper and considered program income. Casper has the option to alter fares during the course of the Contract. Casper will notify Mills of its plans to implement its fare changes sixty (60) days in advance of the proposed fare change. For the purpose of this Contract, the demand response fare shall be Two Dollars and Fifty cents ($2.50) for the elderly and disabled and Five Dollars ($5.00) for the general public per trip. Children twelve (12) years of age and younger shall ride for One Dollar ($1.00) as long as they are accompanied by a parent or guardian. The fare shall continue until such time as amended by Casper.

ii. General fixed route fare is One Dollar and Twenty-Five cents ($1.25) per trip, Reduced fare is Fifty cents ($0.50), and children five (5) years and under are free. While the general fixed route fares are set by Casper, the criteria for reduced fare are determined by the Americans with Disabilities Act.

iii. A route deviation is an additional $1.00 for all riders.

H. Group Trips

i. Mills shall notify the Community Development Director in writing of all special group trip requests at least ten (10) days in advance. Public (not private) use of transit vehicles by Casper staff is permitted under certain conditions. Casper may use transit vehicles for non-transit related purposes for up to eighty (80) hours per year under 49 CFR Part 604.

ii. Casper agrees to provide said service at the average hourly operating rate plus ten percent (10%) for additional costs and overhead.

2. TIME OF PERFORMANCE:

The services of Casper shall be undertaken on July 1, 2026, and completed on or before June 30, 2027.

3. COMPENSATION:

A. In consideration of the performance of services rendered under this Contract, Casper shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Forty-One Thousand Four Hundred Thirty-Nine Dollars and Forty-Five Cents ($41,439.45) for FY 2026. See Exhibit A, attached hereto and made part of this Contract.

B. This Contract is specifically made subject to Casper receiving funding from the United States Department of Transportation, Federal Transit Administration (FTA). In the event that Casper fails to receive any of the aforementioned funds or has insufficient local match required for the grants, this Contract shall be subject to modification or termination as provided by the Terms and Conditions herein.

C. This Contract is specifically made subject to the Council-approved FY 2027 budget, related, but not limited to, Casper's General Fund and Casper's 1% #17 Fund. If budget amendments occur that reduce this Contract's Compensation for services, found in Section 3, then this Contract's Scope of Services, found in Section 1, may also be amended by ways of, but not limited to, service reductions, reduced hours, or fixed-route system modifications.

D. Mills will be invoiced by Casper on an annual basis based on the days and hours of service and the cost per service hour. Mills will pay Casper the invoiced annually amount for transit operations up to an amount not to exceed Forty-One Thousand Four Hundred Thirty-Nine Dollars and Forty-Five Cents ($41,439.45) no later than July 31, 2027 for FY 2027.

4. METHOD OF PAYMENT:

Mills's payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from Casper for services rendered in conformance with the Contract.

5. EXTENT OF CONTRACT:

A. This Contract represents the entire and integrated Agreement between Casper and Mills, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both Casper's and Mills's authorized representatives.
B. Casper and Mills each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

6. TERMINATION OF CONTRACT:

A. Casper may terminate this Contract anytime by providing ninety (90) days written notice to Mills of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by Casper under this Contract shall, at the option of Casper, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

B. Notwithstanding the above, Mills shall not be relieved of liability to Casper for damages sustained by Casper, by virtue of termination of the Contract by Mills, or any breach of the Contract by Mills, and Casper may withhold any services for the purpose of setoff until such time as the exact amount of damages due Casper from Mills are determined.

7. CHANGES:

Casper may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of compensation, which is mutually agreed upon between Casper and Mills, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of compensation unless approved by Resolution adopted by Casper.

8. ASSIGNABILITY:

This Contract may not be assigned without the prior written approval of both parties hereto.

9. AUDIT:

Casper and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of Mills, which are pertinent to this Contract. Mills shall immediately, upon receiving written instruction from Casper, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of Mills which are pertinent to this Contract. Mills shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by Casper.

10. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, no party hereto shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The parties shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Casper shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. Casper shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

11. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared under this Contract shall be considered the property of Casper, and upon completion of the services to be performed, or termination of this agreement, they will be turned over to Casper provided that, in any case, Mills may, at no additional expense to Casper, make and retain such additional copies thereof as Mills desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by Mills be released to any person, agency, corporation, or organization without the written consent of Casper, except as may be required at law.

12. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by Mills under this Contract are confidential and shall not be made available to any individual or organization by Mills without the prior written consent of Casper, except as otherwise required at law.

13. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the

Seventh Judicial District, Natrona County, Wyoming. The Parties shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

14. INSURANCE AND 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.

The City of Mills will provide property and liability insurance on Bus #95 and provide a Certificate of Insurance annually to the City of Casper Risk Management Division.

The minimum coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars ($250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars ($500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.

B. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), with limit no less than Five Hundred Thousand ($500,000) per accident for bodily injury and property damage.

Nothing in this Contract is intended to waive Casper's governmental immunity, or that of Mills. Casper and Mills do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and Casper specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

15. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract 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 parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

16. 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, pandemics, 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.

17. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

18. EFFECTIVE DATE:

The effective date of this Contract shall be July 1, 2026.

19. INCORPORATION OF RECITALS.

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part hereof.

The remainder of this page is intentionally left blank.

PART II. FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES

For the purposes of this section for the FTA required clauses, the Agency is the City of Casper and the Contractor is the City of Mills.

1. Incorporation of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

2. Notice to Third Party Participants

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

3. Civil Rights Laws and Regulations

The following Federal Civil Rights laws and regulations apply to all contracts.

A. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

  i. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

  ii. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

B. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

C. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

D. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

4. Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

A. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

D. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

E. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

5. Disadvantaged Business Enterprise (DBE)

A. It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

B. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

i. Withholding monthly progress payments;

ii. Assessing sanctions;

iii. Liquidated damages; and/or

iv. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

C. Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

D. Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

6. No Government Obligation to Third Parties

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

7. Program Fraud and False or Fraudulent Statements and Related Acts

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. Prompt Payment

A. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

B. The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

9. Access to Records and Reports

A. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

B. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

C. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance ofthis contract in accordance with 2 CFR § 200.337.

D. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR §200.337.

10. Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

11. Safe Operation of Motor Vehicles

A. Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

B. Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

12. Trafficking in Persons

A. The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

i. Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

ii. Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

iii. Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

13. Federal Tax Liability and Recent Felony Convictions

A. The contractor certifies that it:

i. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

ii. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

B. If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

C. Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

14. Termination

A. Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

B. Termination for Default Breach or Cause (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

C. Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

D. If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

E. Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

F. Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

G. Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

H. Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

I. If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

J. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

K. Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

L. The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

i. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and

ii. The Contractor, within 10 days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

iii. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

M. Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

N. If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

O. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

P. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Q. Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

R. If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

S. If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

15. Debarment and Suspension

A. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

i. Debarred from participation in any federally assisted Award;

ii. Suspended from participation in any federally assisted Award;

iii. Proposed for debarment from participation in any federally assisted Award;

iv. Declared ineligible to participate in any federally assisted Award;

v. Voluntarily excluded from participation in any federally assisted Award; or

vi. Disqualified from participation in ay federally assisted Award.

B. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

C. The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. Notification to FTA

A. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

B. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

C. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

D. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

17. Americans with Disabilities Act (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

18. Access to Third Party Contract Records

Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his/her authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11). The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

19. Changes to Federal Requirements

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract (the FTA Master Contract) between NAIPTA and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor’s failure to so comply shall constitute a material breach of the Contract.

20. Prohibition on Certain Telecommunication Equipment

The contractor is prohibited from the uses of covered telecommunications equipment or services as a substantial or essential component of a system or as a critical technology. Covered telecommunications equipment or services includes telecommunications or video surveillance equipment or services provided by entities deemed to be a risk by the U.S. government. Contractors are required to report to the contracting officer if they identify the use of covered equipment or services during the contract performance. This prohibition is implemented through the Federal Acquisition Regulation (FAR) and requires contractors to make representations regarding the use of covered equipment or services.

21. Transit Employee Protective Arrangements

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

A. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
B. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
C. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

22. School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

A. Federal transit laws, specifically 49 U.S.C. § 5323(f);
B. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
C. Any other Federal School Bus regulations; or
D. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

A. Bar the Contractor from receiving Federal assistance for public transportation; or
B. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

23. Charter Service

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

A. Federal transit laws, specifically 49 U.S.C. § 5323(d);
B. FTA regulations, "Charter Service," 49 C.F.R. part 604;
C. Any other federal Charter Service regulations; or
D. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

A. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
B. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
C. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

24. Substance Abuse Requirements

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

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City of Casper, Wyoming

Signature Page

Dated this___________ day of ________________, 2026.

APPROVED AS TO FORM:

Walker Trout ✓
____

ATTEST

____
Amanda Ainsworth
City Clerk

CITY OF CASPER, WYOMING

____
Ray Pacheco
Mayor

City of Mills, Wyoming

Signature Page

Dated this___________ day of ________________, 2026.

APPROVED AS TO FORM

____

ATTEST

____
Sarah Osborn
Town Clerk

CITY OF MILLS, WYOMING

____
Leah Juarez
Mayor

EXHIBIT A

Transit Billing Forescast FY27
City of Mills

5/11/2026

Month	#days	Hours	Cost per service hour	Total	Black Cat grant	Balance	Notes
		8.3	(fuel, maint., personnel)		56% of total	owed Casper	
July - 2026	22.64	187.912	44.77	$ 8,411.90	$ 4,710.66	$ 3,701.24	4th of July
August - 2026	21	174.3	44.77	$ 7,802.56	$ 4,369.43	$ 3,433.12	
September - 2026	21	174.3	44.77	$ 7,802.56	$ 4,369.43	$ 3,433.12	Labor Day
October - 2026	21.64	179.612	44.77	$ 8,040.35	$ 4,502.59	$ 3,537.75	Columbus Day
November - 2026	18.64	154.712	44.77	$ 6,925.70	$ 3,878.39	$ 3,047.31	Veterans/Thanks.
December - 2026	21.64	179.612	44.77	$ 8,040.35	$ 4,502.59	$ 3,537.75	Christmas
January - 2027	19.64	163.012	44.77	$ 7,297.25	$ 4,086.46	$ 3,210.79	New Years/MLK
February -2027	19.64	163.012	44.77	$ 7,297.25	$ 4,086.46	$ 3,210.79	President's Day
March - 2027	23	190.9	44.77	$ 8,545.66	$ 4,785.57	$ 3,760.09	
April - 2027	22	182.6	44.77	$ 8,174.11	$ 4,577.50	$ 3,596.61	
May - 2027	20.64	171.312	44.77	$ 7,668.80	$ 4,294.53	$ 3,374.27	Memorial Day
June - 2027	22	182.6	44.77	$ 8,174.11	$ 4,577.50	$ 3,596.61	
				$ 94,180.56	$ 52,741.12	$ 41,439.45	

Quotation # Q-572116

Date: April 13, 2026

Customer # 6769 **Contract #**

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

City of Casper
Information Technology Dept
200 N David St
Casper, WY 82601-1815

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/13/2026 To: 7/12/2026

ATTENTION: Denyse Wyskup
PHONE: (307) 235-8455
EMAIL: dwyskup@casperwy.gov

Material	Qty	Term	Unit Price	Total
193208	1	Year 1	$90,000.00	$90,000.00
Populations of 125,000 to 150,000 Small Government Enterprise Agreement Annual Subscription				
193208	1	Year 2	$100,000.00	$100,000.00
Populations of 125,000 to 150,000 Small Government Enterprise Agreement Annual Subscription				
193208	1	Year 3	$110,000.00	$110,000.00
Populations of 125,000 to 150,000 Small Government Enterprise Agreement Annual Subscription				
193208	1	Year 4	$120,000.00	$120,000.00
Populations of 125,000 to 150,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$420,000.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$420,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Collin O'Connor	coconnor@esri.com	(909) 793-2853 x5651

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

O'CONNORC **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-572116

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175   CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
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City of Casper
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200 N David St
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ATTENTION: Denyse Wyskup
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EMAIL: dwyskup@casperwy.gov

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For questions contact:	**Email:**	**Phone:**
Collin O'Connor	coconnor@esri.com	(909) 793-2853 x5651

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

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esri THE SCIENCE OF WHERE

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ATTENTION: Denyse Wyskup
PHONE: (307) 235-8455
EMAIL: dwyskup@casperwy.gov

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $___________, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ **I agree to pay any applicable sales tax.**

___ **I am tax exempt, please contact me if exempt information is not currently on file with Esri.**

______________________________________ ______________________

Signature of Authorized Representative **Date**

____

Name (Please Print)

____

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Collin O'Connor	coconnor@esri.com	(909) 793-2853 x5651

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than [illegible] express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other pu[illegible] without consent from Esri. Delivery is FOB Origin for customers located in the USA.

O'CONNORC **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name ______________
Cust. # ______________
PO # ______________
Esri Agreement # ____________

REGIONAL GOVERNMENT ENTERPRISE AGREEMENT (RG1)

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

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

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	**ArcGIS Enterprise Additional Capability Servers** ArcGIS Image Server **ArcGIS Online User Types** ArcGIS Online Viewer User Type **ArcGIS Enterprise User Types** ArcGIS Enterprise Viewer User Type

Capped Quantities (annual subscription)

ArcGIS Online User Types		**ArcGIS Enterprise User Types**	
ArcGIS Online Contributor User Type	75	ArcGIS Enterprise Contributor User Type	75
ArcGIS Online Mobile Worker User Type	250	ArcGIS Enterprise Mobile Worker User Type	250
ArcGIS Online Creator User Type	250	ArcGIS Enterprise Creator User Type	250
ArcGIS Online Professional User Type	60	ArcGIS Enterprise Professional User Type	60
ArcGIS Online Professional Plus User Type	60	ArcGIS Enterprise Professional Plus User Type	60
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		**ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type**	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	60 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	60 each
ArcGIS Online Apps and Other		**ArcGIS Enterprise Apps and Other**	
ArcGIS Location Sharing for ArcGIS Online	60	ArcGIS Location Sharing for ArcGIS Enterprise	60
ArcGIS Online Service Credits	150,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	75

Other Benefits

Number of Esri User Conference registrations provided annually	5
Number of Tier 1 Help Desk individuals authorized to call Esri	5
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

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

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

Term of Agreement: Four (4) years

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

Accepted and Agreed:

City of Casper ________________________________
(Managing Customer)

By: ____
Authorized Signature

Printed Name: ________________________________

Title: ______________________________________

Date: ______________________________________

MANAGING CUSTOMER CONTACT INFORMATION

Contact: ___________________________________

Address: ___________________________________

City, State, Postal Code: ______________________

Country: ___________________________________

Quotation Number (if applicable): ______________

Telephone: ___________________________________

Fax: ____

E-mail: ______________________________________

1.0—Additional Definitions

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

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

"Customer" means Managing Customer and Authorized Entity.

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

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

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

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

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

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

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

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

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

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

2.0—Additional Grant of License

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

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

3.0—Term, Termination, and Expiration

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

3.2 **No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

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

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

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

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

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

4.0—Product Updates

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

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

5.0—Maintenance

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

a. Tier 1 Support

1. Managing Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions

as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Managing Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

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

7.0—Administrative Requirements

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

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

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Managing Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Managing Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Managing Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Managing Customer interest at a monthly rate equal to the lesser of one percent

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

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Managing Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Managing Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Managing Customer to issue a purchase order. Managing Customer may submit a purchase order in accordance with its own process requirements, provided that if Managing Customer issues a purchase order, Managing Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Managing Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Managing Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Managing Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as **"Ownership Change"**). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will uninstall, remove, and destroy or transfer the Products to Customer.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

ATTACHMENT 1
AUTHORIZED ENTITY LIST

1. Authorized Entity Name: Natrona County
   Contact Name: Eileen Hill
   Address: 200 N Center St
   Suite 105 Casper, WY 82601
   Phone: (307) 235-9351
   E-mail: ehill@natrona_county-wy.gov

2. Authorized Entity Name: City of Mills
   Contact Name: Casey Coates
   Address: 240 Chamberlin RD
   Mills, WY 82644
   Phone: (307) 315-4796
   E-mail: ccoates@millswy.gov

3. Authorized Entity Name: Town of Bar Nunn
   Contact Name: Kalista Schwarzrock
   Address: 1500 Palomino Ave
   Bar Nunn, WY 82601
   Phone: (307) 237-7269
   E-mail: kalista@barnunnwy.gov

4. Authorized Entity Name: Town of Edgerton
   Contact Name: Cindy AArs
   Address: 311 N Secon St
   Edgerton, WY 82635
   Phone: (307) 437-6763
   E-mail: townofe@rtconnect.net

5. Authorized Entity Name: Town of Evansville
   Contact Name: Robert Lewallen
   Address: PO Box 158
   Evansville, WY 82636
   Phone: (307) 234-6530
   E-mail: rlewallen@evansville-wy.gov

6. Authorized Entity Name: Natrona County Health Department
   Contact Name: Anna Kinder
   Address: 1017 S Conwell St
   Casper,WY 82601
   Phone: (307) 577-9722
   E-mail: akinder@cnchd.org

7. Authorized Entity Name: Natrona County Fire District
   Contact Name: Brian Oliver
   Address: PO Box 820
   Mills, WY 82644
   Phone: (307)234-8826
   E-mail: boliver@natronacounty-wy.gov

8. Authorized Entity Name: Casper/Natrona County International Airport
   Contact Name: Glenn Januska
   Address: 8500 Airport Pky
   Casper, WY 82604
   Phone: (307) 472-6688 ext 12
   E-mail: gjanuska@iflycasper.com

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

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. (**"Esri"**) and City of Casper (**"Managing Customer"**), have entered into a Regional Government Enterprise Agreement (**"Agreement"**) for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

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

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

Accepted and Agreed:

Natrona County ______________________________
(Authorized Entity)

Signature: ___________________________________

Printed Name: ________________________________

Title: _______________________________________

Date: _______________________________________

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

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

Accepted and Agreed:

City of Mills ______________________________
(Authorized Entity)

Signature: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

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

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

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

Accepted and Agreed:

Town of Bar Nunn ______________________________
(Authorized Entity)

Signature: ___________________________________

Printed Name: ________________________________

Title: _______________________________________

Date: _______________________________________

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

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

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

Accepted and Agreed:

Town of Edgerton ____________________________
(Authorized Entity)

Signature: __________________________________

Printed Name: _______________________________

Title: ______________________________________

Date: ______________________________________

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

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

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

Accepted and Agreed:

Town of Evansville ______________________
(Authorized Entity)

Signature: ______________________

Printed Name: ______________________

Title: ______________________

Date: ______________________

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

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

Accepted and Agreed:

Natrona County Health Department_______________
(Authorized Entity)

Signature: __________________________________

Printed Name: _______________________________

Title: ______________________________________

Date: ______________________________________

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

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. (**"Esri"**) and City of Casper (**"Managing Customer"**), have entered into a Regional Government Enterprise Agreement (**"Agreement"**) for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

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

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

Accepted and Agreed:

Natrona County Fire District ____________________
(Authorized Entity)

Signature: ____________________________________

Printed Name: _________________________________

Title: ____

Date: ____

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

Accepted and Agreed:

Casper/Natrona County International Airport
(Authorized Entity)

Signature: ______________________________

Printed Name: ___________________________

Title: _________________________________

Date: _________________________________