

**CITY OF LANDER
AGENDA
OCTOBER 11, 2022**

CITY COUNCIL CHAMBERS

**SPECIAL MEETING
5:30 p.m.**

1. Pledge of Allegiance
2. Call to Order
3. Executive Session Real Estate
4. Adjournment

**REGULAR COUNCIL MEETING
6:00 p.m.**

1. Pledge of Allegiance
2. Call to Order
3. Approval of Agenda
4. Oral Comments
 - A. Mayor and Council Updates
 - B. Communication from the Floor – Public Comment
 - C. Staff Discussion Items
5. Consent Agenda
 - A. Regular Meeting Minutes – September 27, 2022
 - B. Bills and Claims
6. Ordinances
 - A. Second Reading Ordinance 2022-4 AN ORDINANCE REZONING Jones Subdivision Block 1, Lots 4 and 5 and Replat of Jones Subdivision Block 1, Lot 3A from R-3 Single Multi-Family Residential District to C- Commercial
7. New Business
 - A. Authorize Mayor to sign the Letter of Agreement/contract #72-133 awarding the City of Lander Police Department \$33,638.53 in grant funding for the purchase of 1 Motorola CompStat Dashboard and 1 Officer Productivity in accordance with BJA Grant Number 2020-MU-BX-K00.
 - B. Authorize Mayor to sign Hitsheew Easement and Right-of-Way Deed
8. Adjournment

Join Zoom Meeting:

<https://us06web.zoom.us/j/83609530462?pwd=M3R1cWVZUWpWZ2Z4c2NQRWZCVm84Zz09>

ID: 83609530462

Passcode: 659675

**CITY OF LANDER
REGULAR COUNCIL MEETING MINUTES
CITY COUNCIL CHAMBERS
240 LINCOLN STREET
LANDER, WY 82520
September 27, 2022**

UNOFFICIAL MINUTES- NOT YET APPROVED

THE CITY OF LANDER IS AN EQUAL OPPORTUNITY PROVIDER

Governing Body Present: Mayor Monte Richardson, Council Members John Larsen, Missy White, Julia Stuble (via zoom), Chris Hulme, Melinda Cox, and Dan Hahn.

Governing Body Absent: None.

City Staff Present: City Clerk/Human Resources Director Rachelle Fontaine, City Treasurer Charri Lara, Community Development Coordinator Anne Even, City Attorney Adam Phillips, Lander Chief of Police, Scott Peters, and Public Works Director Lance Hopkin.

Call to Order.

Mayor Richardson called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

- I. Call to Order-Mayor
- II. Public Hearing – Rezoning a portion of Phyllis Lynn Drive #4 from R3 to Commercial
 - (a) Open Public Hearing
 - (b) Rachelle Fontaine introduced and read the proposed ordinance
 - (c) Ask for comments

Lance Hopkin noted that the surrounding properties are commercial. This property was previously zoned commercial and was changed to residential. This request came from Child Development Services to change the zoning back to commercial to build an educational facility. No further comments. Mayor Richardson closed this portion of the public hearing at closed 6:05 p.m.

Public Hearing- Amendment of the 2021-2022S Budget-The City Treasurer, Charri Lara stated this title should be Amendment of the 2021-2022 Budget with no S.

- (a) Charri Lara introduced and read the budget amendment.
- (b) Ask for comments-none
- (c) Close Public Hearing at 6:06 p.m.

III. Approval of Agenda-Mayor Richardson requested a motion to amend the title of Resolution 1270 A Resolution to Amend the 2021-2022S Budget to Resolution 1270 A Resolution to Amend the 2021-2022 Budget, removing the typographical error, and to approve the agenda as amended.

MOTION: Council Member White moved to approve the agenda as amended. Council Member Cox seconded the motion. All ayes. Motion passed unanimously.

- IV. Oral Comments
 - (a) Staff and Council Updates

Lander Chief of Police, Scott Peters- No updates.

Public Works Director, Lance Hopkin- The grant applications are moving through the review process at the State level. Charri and Lance are planning on traveling to Cheyenne in October for this process. The river project is finishing, and there will be one final change order. Starting to think about the change in seasons.

Community Development Coordinator, Anne Even- Provided an update about the upcoming flood mitigation presentations. She would like council input after the Army Corps of Engineers and October 25th staff presentations. Discussion as to the percentage of design completion, manner and timing of community input. Council Member White stated it may be a multi-prong approach. The city is still in the information-gathering stage. Council Member Hahn would like to see a large map showing design possibilities at the Corps of Engineers' presentation. Mayor Richardson commented that all three meetings are especially important for the community, and everyone should attend. Council Member Stuble wanted to be clear the council will take comments and community input. Lance Hopkin explained the city is investigating designs, options, and costs and then the next step will be for the council to engage in the decision-making, and funding processes, then bidding and contracting. He expects design completion in mid-2023. All communication should continue through normal channels at this time.

City Treasurer, Charri Lara- No updates

City Attorney Adam Phillips-No updates.

City Clerk/Human Resource Director Rachelle Fontaine-No updates.

Council Member Larsen-Attended the Fremont County Solid Waste Board meeting. The AUF (compaction) has changed the landfill's closure date from 2027 to 2029. He gave a shout-out to Century Construction at the Airport they were great to work with.

CITY OF LANDER MISSION STATEMENT

*To provide a safe, stable, and responsive environment that promotes
And supports a traditional yet progressive community.
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VISION

*Preserving the past while providing for the future
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positions without regard to race, religion, military status, sex, age, national origin, disability, sexual orientation, or other
characteristics protected by law.*

Council Member Cox- Provided an EE Task Force update. Kara attended the Mountain Towns of 2030 conference. Discussion of topics covered. The October 11th meeting is at the same time as the Governor's Mental Health Summit. She attended Echo, Oakley Boycott's presentation concerning mental health. The Pug round-up was amazing and this weekend Lander will host a youth soccer tournament. She commented that vague comments by the council and the mayor should be more specific, so they are not subject to misinterpretation.

Council Member White- Discussion about October 11th and changing location for the October 25th meeting. Sarah Felix received an award for her efforts with the Lander Parks and Recreation program. She appreciates Lander's program and Sarah's contributions.

Council Member Hulme- Discussion about grant funding, FEMA, rejection rates, availability of future funding and federal organizations.

Council Member Hahn – The School Board forum had 10 candidates participate. There were great questions and great answers.

Council Member Stuble-She is meeting with the Conservation District Executive Director next week. There was some confusion about the agreement with the Lander Pet Connection and the city, which she believes is now resolved. Discussion about the LIFT committee's amended bylaws and her concerns that should be addressed in a future work session.

Mayor Richardson- He is upset with the Corps of Engineers because they failed to meet the September 2022 65% design completion date. The city announced this timeframe to the community and now this date has changed. He thanked the department heads for all they do.

- (b) Proclamation-Extra Mile Day November 1, 2022- read by Council Member Larsen and signed by Mayor Richardson.
- (c) Proclamation Childhood Cancer Awareness Week October 23 through October 29, 2022-read by Council Member White and signed by Mayor Richardson.
- (d) Proclamation National 4-H Week October 2-8, 2022-read by Council Member Cox and signed by Mayor Richardson.
- (d) Communication from the floor-Citizen's Comments-None

V. Approval of Regular Meeting Minutes from September 13, 2022

MOTION: Council Member Cox moved to approve the September 13, 2022, Regular Meeting Minutes. Council Member White seconded the motion. All ayes. Motion passed unanimously.

VI. Resolutions

- (a) Resolution 1270 A Resolution to Amend the 2021-2022 Budget

MOTION: Council Member Larsen moved to approve Resolution 1270 to Amend the 2021-2022 Budget. Council Member Cox seconded the motion. All ayes. Motion passed unanimously.

VII. Ordinances

- (a) First Reading-Ordinance 2022-3 an Ordinance rezoning Jones Subdivision Block 1, Lots 4 and 5 and Replat of Jones Subdivision Block 1, Lot 3A from R-3 Single Multi-Family Residential District to C – Commercial Discussion concerning the number of lots in the area, zoning of those lots, and community input.

MOTION: Council Member Cox moved to approve the first reading of Ordinance 2022-3 rezoning Jones Subdivision Block 1, Lots 4 and 5 and Replat of Jones Subdivision Block 1, Lot 3A from R-3 Single Multi-Family Residential District to C – Commercial. Council Member Hulme seconded the motion. All ayes. Motion passed unanimously.

VIII. New Business

- (a) Authorize the Mayor to award the bid to Northern Truck Equipment Corporation for the purchase of a Wheel Loader Mounted Snow Blower in the amount of \$174,240.00.

Discussion concerning the process, horsepower of the machine, and age of current snow blower.

MOTION: Council Member White moved to authorize the Mayor to award the bid to Northern Truck Equipment Corporation for the purchase of a Wheel Loader Mounted Snow Blower in the amount of \$174,240.00. Council Member Cox made second. All ayes. Motion passed unanimously.

- (b) Authorize Mayor to sign Change Order No 4 with Patrick Construction for the Bank Restoration and Utility Crossings of the Middle Fork of the Popo Agie River Project decreasing the contract price in the amount of \$4,890.00.

MOTION: Council Member Hulme moved to Authorize the Mayor to sign Change Order No 4 with Patrick Construction for the Bank Restoration and Utility Crossings of the Middle Fork of the Popo Agie River Project decreasing the contract price in the amount of \$4,890.00. Council Member Cox seconded the motion. All ayes. Motion passed unanimously.

IX. Executive Session – Litigation

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MOTION: Council Member White moved to enter executive session. Council Member Larsen seconded the motion. All ayes. Motion passed unanimously. Entered Executive session at 7:09 p.m.
MOTION: Council Member Cox moved to exit executive session. Council Member White seconded the motion. All ayes. Motion passed unanimously. Entered Executive session at 7:09 p.m.
Exited Executive session at 7:27 p.m.
X. Adjourn Meeting
MOTION: Council Member White moved to adjourn meeting. Council Member Cox seconded the motion. All ayes. Motion passed unanimously.
There being no further business to come before the Council, the meeting adjourned at 7:29p.m.

The City of Lander

Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

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71 CONSTRUCTION CO	street repairs	14,705.30
71 CONSTRUCTION CO	Eugene street sewer line replacement asphalt	44,805.60
71 CONSTRUCTION CO	Cold mix	1,827.00
Total 71 CONSTRUCTION CO (2):		61,337.90
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,230.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,230.00
Total ADAM E PHILLIPS ATTORNEY AT LAW (666):		4,460.00
ALSCO	Community Center Linens	229.14
ALSCO	Community Center Linens	94.04
ALSCO	Community Center Linens	77.29
ALSCO	Community Center Linens	34.00
ALSCO	Community Center Linens	209.36
Total ALSCO (917):		643.83
ALTITUDE INTERIORS	Flooring for Golf Course	8,829.63-
Total ALTITUDE INTERIORS (1234):		8,829.63-
AMERI-TECH EQUIPMENT CO	Springs for ST-11	628.96
Total AMERI-TECH EQUIPMENT CO (29):		628.96
ANAM CARA CAREGIVING	1/2 Economic Recipient	1,900.00
Total ANAM CARA CAREGIVING (1306):		1,900.00
APEX SURVEYING INC	survey for plat and annexation of Popo Agie Riv	4,297.49
APEX SURVEYING INC	TMLC civil site - to be reimbursed by WBCinfras	8,694.00
Total APEX SURVEYING INC (1238):		12,991.49
APPLE VALLEY SCHOOL	1/2 Economic Recipient	18,719.66
Total APPLE VALLEY SCHOOL (1314):		18,719.66
ARMSTRONG CONSULTANTS INC	Taxiway A Reconstruction Armstrong Bill	38,840.55
Total ARMSTRONG CONSULTANTS INC (35):		38,840.55
B & F ENTERPRISES LLC	Rodeo Ground Fence	9,400.00
Total B & F ENTERPRISES LLC (1026):		9,400.00
BILL JONES PLUMBING & HEAT	Repair at Welcome Center	98.00
Total BILL JONES PLUMBING & HEAT (57):		98.00
BOYLE ELECTRIC	Boyle came to install two 20 amp outlets for the	538.06
BOYLE ELECTRIC	Boyle came up to troubleshoot problems we wer	180.00
BOYLE ELECTRIC	Boyle came to look at VFDs in flocc drive 3 no d	540.00
Total BOYLE ELECTRIC (1229):		1,258.06
CARROLL SEPTIC SERVICE	portable toilet for Eugene sewer line	150.00

Total CARROLL SEPTIC SERVICE (1337):		150.00
CENTURY COMPANIES, INC.	Construction Costs for Taxiway A	248,806.52
Total CENTURY COMPANIES, INC. (1033):		248,806.52
CITY OF RIVERTON	20% Economic tax	46,763.12
Total CITY OF RIVERTON (943):		46,763.12
CIVICPLUS	License Fee - Water	850.00
Total CIVICPLUS (1226):		850.00
COMMUNICATION TECHNOLOGIES	Radio antenna repair	59.50
Total COMMUNICATION TECHNOLOGIES (116):		59.50
COMMUNITY CENTER REFUNDS	Community Center Refund	300.00
COMMUNITY CENTER REFUNDS	Community Center Refund	300.00-
COMMUNITY CENTER REFUNDS	Community Center Refund	300.00
COMMUNITY CENTER REFUNDS	Security Deposit Refund - Community Center	600.00
Total COMMUNITY CENTER REFUNDS (1210):		900.00
DRUG TESTING SERVICES LLC	Employee Drug Testing	155.00
Total DRUG TESTING SERVICES LLC (148):		155.00
DYTA CONSULTING	Rework and Redesign of ALLStackerHQ applica	4,700.00
DYTA CONSULTING	Rework and Redesign of ALLStackerHQ applica	4,700.00
Total DYTA CONSULTING (1222):		9,400.00
FAIRFIELD TREE AND LAWN CARE	1/2 Economic Recipient	37,500.00
Total FAIRFIELD TREE AND LAWN CARE (1055):		37,500.00
FLEX SHARE BENEFITS	Administrative Fee Sept. 2022	253.30
FLEX SHARE BENEFITS	HRA change	1,000.00
Total FLEX SHARE BENEFITS (173):		1,253.30
FREMONT CO PUBLIC HEALTH	TwinRix Booster for Hep Shots	20.00
Total FREMONT CO PUBLIC HEALTH (409):		20.00
FREMONT CO SOLID WASTE DISPOS	trash	46.60
FREMONT CO SOLID WASTE DISPOS	trash	17.00
FREMONT CO SOLID WASTE DISPOS	WR Casino picnic	33.00
FREMONT CO SOLID WASTE DISPOS	Lander Presents trash run	25.00
FREMONT CO SOLID WASTE DISPOS	trash	24.20
FREMONT CO SOLID WASTE DISPOS	trash	41.80
FREMONT CO SOLID WASTE DISPOS	Shop Tire Disposal	91.40
FREMONT CO SOLID WASTE DISPOS	Disposal of Abandon Slide-in Camper N. 6th	33.00
FREMONT CO SOLID WASTE DISPOS	ac pipe disposal	620.00
Total FREMONT CO SOLID WASTE DISPOS (183):		932.00

FREMONT COUNTY ASSN OF GOV	Shop Tire disposal	77.80
FREMONT COUNTY ASSN OF GOV	10% Economic Tax	23,381.56
Total FREMONT COUNTY ASSN OF GOV (187):		23,459.36
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	535.58
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	17,697.25
Total FREMONT COUNTY TREASURER (190):		18,232.83
Fremont Engineering & Surveying	Survey boundary work for Popo River Park ann	2,800.00
Total Fremont Engineering & Surveying (1334):		2,800.00
FREMONT MOTOR COMPANY	Key and program	291.55
FREMONT MOTOR COMPANY	Transmission	1,808.00
Total FREMONT MOTOR COMPANY (194):		2,099.55
FRONT RANGE FIRE APPARATUS LTD	Parts for Engine 7	705.43
Total FRONT RANGE FIRE APPARATUS LTD (196):		705.43
GAMBLES	Refrigerator w/ice maker	849.19
Total GAMBLES (200):		849.19
GRANITE & TILE CONNECTION LLC	1/2 Economic Tax Recipient	14,631.96
Total GRANITE & TILE CONNECTION LLC (1269):		14,631.96
GROATHOUSE CONSTRUCTION	Maven Building	693,091.00
Total GROATHOUSE CONSTRUCTION (1294):		693,091.00
HDR ENGINEERING INC	Lander Ditches Invoice	1,746.25
Total HDR ENGINEERING INC (994):		1,746.25
HEIN BOND ARCHITECTS	Well Field Design	2,856.57
Total HEIN BOND ARCHITECTS (1254):		2,856.57
HIGH COUNTRY APPRAISALS	final payment for Hermnsky appraisal	600.00
Total HIGH COUNTRY APPRAISALS (1332):		600.00
INQUIREHIRE	background	30.00
Total INQUIREHIRE (1087):		30.00
JEFFREY QUILLEN	Worked/Substituted in Court Office	136.00
Total JEFFREY QUILLEN (1335):		136.00
JERRY BORNHOFT CONSTRUCTION	Water Line Relocation for FEMA Work	14,600.00
Total JERRY BORNHOFT CONSTRUCTION (1191):		14,600.00
LACAL EQUIPMENT INC	Chain link parts	398.20

Total LACAL EQUIPMENT INC (278):		398.20
LANDER BREWING CO LLC	1/2 Cent Recipient	11,328.75
Total LANDER BREWING CO LLC (1338):		11,328.75
LANDER PET CONNECTION	MOU w/City for 1yr	5,000.00
Total LANDER PET CONNECTION (1241):		5,000.00
LANDER SENIOR CITIZENS CENTER	Bldg Maintenance Aug 2022	1,405.26
Total LANDER SENIOR CITIZENS CENTER (296):		1,405.26
LANDER SWIM CLUB	Spook Splash 2022	500.00
Total LANDER SWIM CLUB (723):		500.00
LEADERSHIP FREMONT COUNTY	Tuition	450.00
Total LEADERSHIP FREMONT COUNTY (870):		450.00
LONG BUILDING TECHNOLOGIES	Community Center HVAC	555.00
Total LONG BUILDING TECHNOLOGIES (1295):		555.00
LOZIER, TERESA	Janitorial services	475.00
LOZIER, TERESA	Janitorial services	475.00
Total LOZIER, TERESA (995):		950.00
MASTERCARD	router	455.38
MASTERCARD	10 gallons at the rural water house	.14
MASTERCARD	Gym Membership	44.00
MASTERCARD	Food for DUI Taskforce Event	50.58
MASTERCARD	Food for Detective Budd's leaving party	82.41
MASTERCARD	Training course of Shawn Mcrae	599.00
MASTERCARD	2021 IFC Book	167.65
MASTERCARD	ICC Fire Inspector Study Guide	86.42
MASTERCARD	usb extension cables	13.98
MASTERCARD	Phones	25.76
MASTERCARD	Phones	113.97
MASTERCARD	Phones	198.15
MASTERCARD	Phones	204.83
MASTERCARD	Phones	290.28
MASTERCARD	Evanston for Lori, Kevin, and Jason	675.00
MASTERCARD	PHONE BILLS	10.53
MASTERCARD	PHONE BILLS	108.57
MASTERCARD	PHONE BILLS	129.98
MASTERCARD	PHONE BILLS	129.99
MASTERCARD	PHONE BILLS	129.99
MASTERCARD	PHONE BILLS	129.99
MASTERCARD	PHONE BILLS	129.99
MASTERCARD	PHONE BILLS	129.99
MASTERCARD	PHONE BILLS	259.98
MASTERCARD	Food for Budds farewell	21.55
MASTERCARD	Water Bill Printing	681.34
MASTERCARD	Halsmer to Cody for Glock Armorer Class	250.00
MASTERCARD	2022 Wings and Wheels Flyers	70.00

MASTERCARD	Written warning books	523.57
MASTERCARD	Name tags for Hunter, Kevin, Anne, and Rachell	31.12
MASTERCARD	Water Bill Printing	674.18
MASTERCARD	PVC elbows	28.40
MASTERCARD	Fittings for dual grundfos pump install	42.36
MASTERCARD	Fittings for dual grundfos pump install	125.10
MASTERCARD	pvc clamp saddle for dual grundfos pump install	110.98
MASTERCARD	barb to npt pex adapter for dual grundfos pump	78.32
MASTERCARD	1 inch hose for cleaning floc basins	172.50
MASTERCARD	Personnel File Folder Refund from Amazon	161.86-
MASTERCARD	PVC fittings for dual grundfos pump install	46.74
MASTERCARD	AWS for Stacker	20.00
MASTERCARD	Fittings for hose bib pressure gauges and heat	30.78
MASTERCARD	Hose nozzle for washing floc basins, stainless s	37.36
MASTERCARD	100' 1 1/4 inch pex for dual water pumps to sup	338.32
MASTERCARD	Toner for water plant office printer	158.76
MASTERCARD	Hose clamp set for dual grundfos pumps and pl	62.33
MASTERCARD	Repair kit for green pneumatic piping at water pl	25.01
MASTERCARD	router bits	97.99
MASTERCARD	door remotes	59.40
MASTERCARD	rollers for boat	35.76
MASTERCARD	locks for panels	132.99
MASTERCARD	coat rack - Anne's office	15.99
MASTERCARD	Ball valve for Engine 9	23.98
MASTERCARD	POE Adapters for Cameras at Sewer Buildings	59.07
MASTERCARD	Garden hose nozzle and holder, small white boa	62.96
MASTERCARD	Storage boxes	19.28
MASTERCARD	Vacuum for the Terminal Building	156.88
MASTERCARD	Door latch for Guardian room	20.56
MASTERCARD	Tabs for IFC book / Supplies for airport water co	16.95
MASTERCARD	Tabs for IFC book / Supplies for airport water co	40.23
MASTERCARD	Key box for all the keys for airport	24.49
MASTERCARD	Toner for printer at the airport	349.00
MASTERCARD	Replacement filter for vacuum	13.99
MASTERCARD	Mic for radio	107.49
MASTERCARD	Headset for computer for meetings and confere	74.12
MASTERCARD	Refund of Minute Book (wrong size)	205.00-
MASTERCARD	cabinet for Anne's office, will move current cabin	209.89
MASTERCARD	Adulticide and environmental liability surcharge	5,915.60
MASTERCARD	L6/L19 to Search and Seizer class in Jackson	450.00
MASTERCARD	Storage	40.00
MASTERCARD	Supplies	23.96
MASTERCARD	Toner	73.65
MASTERCARD	IFSTA test guide	30.00
MASTERCARD	Boyle came to identify the circuit and kill the ele	90.00
MASTERCARD	I had David come up and identify and correct lo	90.00
MASTERCARD	camera bases	317.18
MASTERCARD	Mayor requested gift to be sent to Kora Hedges	15.50
MASTERCARD	Fiber Pmt	449.50
MASTERCARD	Fiber Pmt	449.50
MASTERCARD	On Line Training FBI	350.00
MASTERCARD	Supplies	468.00
MASTERCARD	Subscription	1,180.52
MASTERCARD	Supplies - LCCC	161.15
MASTERCARD	Supplies	171.44
MASTERCARD	Supplies	147.66
MASTERCARD	Refund	147.66-
MASTERCARD	PRINTER TONER	109.99
MASTERCARD	jr football per lance	218.93
MASTERCARD	WAMCAT conference registration	157.50

MASTERCARD	WAMCAT conference registration	157.50
MASTERCARD	Webcam for L1	130.99
MASTERCARD	Kevin Kulow - LPA Training October 12, 2022 C	85.00
MASTERCARD	Hydration Powder for Fire fighters	407.98
MASTERCARD	Coax Staples for wall mount at Senior Center	4.13
MASTERCARD	Shotgun 3 gun per L1	105.23
MASTERCARD	canva subscription for brochures	12.99
MASTERCARD	L1 bought cupcakes for Bud's farewell	27.00
MASTERCARD	Supplies - LCC	17.03
MASTERCARD	SUPPLIES - SCOTCH TAPE	40.99
MASTERCARD	Supplies - Muni Court	247.70
MASTERCARD	Repair police dept	357.80
MASTERCARD	name plate	28.97
MASTERCARD	Retirement Gift materials	80.00
MASTERCARD	Replacement LED panels for digital signs.	720.00
MASTERCARD	Google Business Plus	441.41
MASTERCARD	Google Business Plus	441.41
MASTERCARD	Surgery ALC tendon in knee	3,399.61
MASTERCARD	Torx Bits Tool Replacement	13.92
MASTERCARD	Travel	594.12
MASTERCARD	August Wastewater testing	273.00
MASTERCARD	Wastewater TSS August testing	153.00
MASTERCARD	August Wastewater testing week 2	273.00
MASTERCARD	August Wastewater testing week 1	273.00
MASTERCARD	August Wastewater testing	273.00
MASTERCARD	September Wastewater samples	273.00
MASTERCARD	Quarterly TOC testing	141.00
MASTERCARD	drinks, snacks, tableware for Tammy's Retirement	54.87
MASTERCARD	aiken purple power	38.58
MASTERCARD	Scoping and verification of unknown sewer line	150.00
MASTERCARD	New padlock	8.09
MASTERCARD	Wasp spray and fasteners for Jet Tank	15.21
MASTERCARD	New lock for gate and weed spray	39.46
MASTERCARD	New keypad lock for Guardian room in terminal	125.99
MASTERCARD	cleaning supplies	64.39
MASTERCARD	Propane Farewell Budd	14.76
MASTERCARD	Padlock, Wasp killer	16.69
MASTERCARD	AED Cabinets	335.49
MASTERCARD	Supplies	80.00
MASTERCARD	counter top	2,483.06
MASTERCARD	Supplies - LCCC	80.89
MASTERCARD	Newspaper advertising	2,720.51
MASTERCARD	Supplies	73.05
MASTERCARD	office candy	21.96
MASTERCARD	Coffee filters	10.04
MASTERCARD	Air Filters - LCCC	286.64
MASTERCARD	Postage to Mail USDA TMLC grant	16.10
MASTERCARD	Supplies	209.51
MASTERCARD	Pump testing for all Fire Trucks	2,280.00
MASTERCARD	Range supplies	48.55
MASTERCARD	Range supplies	2.88
MASTERCARD	Range supplies	25.18
MASTERCARD	Filters - LCCC	11.86
MASTERCARD	winch	109.99
MASTERCARD	Supplies for copper sulfate application to sewer	188.93
MASTERCARD	Cement/sprayer	30.98
MASTERCARD	Tire, tube, fly swatter, for shop	23.70
MASTERCARD	Tires Park & Rec.	86.07
MASTERCARD	Cleaning supplies	16.23
MASTERCARD	Numbers and letters	5.10

MASTERCARD	1 -July Ecoli testing 270.00 ; gl 2- August Ecoli t	270.00
MASTERCARD	1 -July Ecoli testing 270.00 ; gl 2- August Ecoli t	315.00
MASTERCARD	truck keys	7.18
MASTERCARD	SHRM CP exam materials	926.94
MASTERCARD	materials employee benefit	187.25
MASTERCARD	2nd set of August BacT samples	60.00
MASTERCARD	Supplies	327.65
MASTERCARD	Supplies	90.00
MASTERCARD	Personnel Folders	161.86
MASTERCARD	Prof fees - LCCC	199.00
MASTERCARD	Adapters to fit fire hose in the process area	79.68
MASTERCARD	Supplies	9.99
MASTERCARD	Travel	204.06
MASTERCARD	Travel	35.00
MASTERCARD	Reimbursement	12.47
MASTERCARD	VONAGE PHONE BILL	881.65
MASTERCARD	VONAGE PHONE BILL	881.66
MASTERCARD	curb stop caps	322.90
MASTERCARD	Table for 8 for White Heart Foundation Banquet	200.00
MASTERCARD	Batteries for AEDs	70.10
MASTERCARD	Tow ropes for intake cleaning, wasp and hornet	32.80
MASTERCARD	Supplies	19.99
MASTERCARD	Supplies - Muni Court	96.00
MASTERCARD	September first set of BacT samples	75.00
MASTERCARD	Supplies - LCCC	296.04
MASTERCARD	Fuel for CH2 travel from Cheyenne	80.25
MASTERCARD	Jigsaw and blades	205.17
MASTERCARD	camera mounts	142.50
MASTERCARD	Parts for trac vac system	397.30
MASTERCARD	Subscription for Door lock	101.74
MASTERCARD	jr football equipment per Lance	890.68
MASTERCARD	Returned 3 camera dome assemblies. T91E61	152.01-
MASTERCARD	Jacobsen sweeper fingers Park & Rec.	726.58
MASTERCARD	Credit Sales Tax	151.58-
MASTERCARD	Pants Tadewald	154.99
MASTERCARD	Credited for return -1214.10 **	1,214.10-
MASTERCARD	Sweeper Brush inserts	1,036.54
MASTERCARD	Computer headset for listening to interviews for	24.99
MASTERCARD	Return T94T01D Pendants	66.13-
MASTERCARD	Exchange from smaller c-clamps to bigger c-cla	18.00
MASTERCARD	Hex Keys and C-Clamps	44.97

Total MASTERCARD (327):

46,259.51

MISC ONE TIME VENDOR	RENTAL - LCCC	200.00-
MISC ONE TIME VENDOR	RENTAL - LCCC	400.00
MISC ONE TIME VENDOR	Equipment Rent	200.00-
MISC ONE TIME VENDOR	EQUIPMENT RENT	200.00-
MISC ONE TIME VENDOR	Refund	50.00
MISC ONE TIME VENDOR	Supplies	1,000.00

Total MISC ONE TIME VENDOR (342):

850.00

NAPA AUTO PARTS - LANDER	Tap	3.19
NAPA AUTO PARTS - LANDER	Air Filter	18.31
NAPA AUTO PARTS - LANDER	Brake master cylinder	89.96
NAPA AUTO PARTS - LANDER	Windshield wiper LP-7	13.99
NAPA AUTO PARTS - LANDER	Master cylinder	41.26
NAPA AUTO PARTS - LANDER	Brake drums, Brake shoes, Wheel cylinders, Br	411.38
NAPA AUTO PARTS - LANDER	Brake hose	24.99

NAPA AUTO PARTS - LANDER	Core credit	33.21-
NAPA AUTO PARTS - LANDER	Filters	161.47
NAPA AUTO PARTS - LANDER	CREDIT on a air filter	2.31-
NAPA AUTO PARTS - LANDER	Antifreeze	53.94
NAPA AUTO PARTS - LANDER	Fuel Filter	29.45
NAPA AUTO PARTS - LANDER	Air Filter	25.05
NAPA AUTO PARTS - LANDER	Filter stock	254.96
NAPA AUTO PARTS - LANDER	Battery	126.04
NAPA AUTO PARTS - LANDER	Thermostat	12.32
NAPA AUTO PARTS - LANDER	Hydraulic hose and fittings	35.45
NAPA AUTO PARTS - LANDER	Oil filters	14.48
NAPA AUTO PARTS - LANDER	Windshield wipers	37.18
NAPA AUTO PARTS - LANDER	Windshield wipers	55.78
NAPA AUTO PARTS - LANDER	Hydraulic fittings and hose	119.44
NAPA AUTO PARTS - LANDER	Oil filter	4.88
NAPA AUTO PARTS - LANDER	ATF+4	96.72
NAPA AUTO PARTS - LANDER	Stethoscope	20.03
NAPA AUTO PARTS - LANDER	Ignition cylinder	84.07
NAPA AUTO PARTS - LANDER	Batteries	462.18
NAPA AUTO PARTS - LANDER	Battery	162.14
NAPA AUTO PARTS - LANDER	Battery	162.14
NAPA AUTO PARTS - LANDER	Starter and core charge	112.26
NAPA AUTO PARTS - LANDER	Starter Core Credit	27.50-
NAPA AUTO PARTS - LANDER	Windshield wipers	39.04
NAPA AUTO PARTS - LANDER	Oil filters	65.47
NAPA AUTO PARTS - LANDER	Oil	56.94
NAPA AUTO PARTS - LANDER	Floor dry	644.25
Total NAPA AUTO PARTS - LANDER (353):		3,375.74
NORCO INC	Shop Cylinder Rental	67.58
Total NORCO INC (364):		67.58
PATRICK CONSTRUCTION INC	Final Pay Estimate	40,539.48
Total PATRICK CONSTRUCTION INC (385):		40,539.48
PERFECT POWER INC	Install electrical for bunker dryer	612.30
Total PERFECT POWER INC (762):		612.30
QUADIENT INC	Postage	1,000.00
Total QUADIENT INC (1189):		1,000.00
RIVERTON TIRE & OIL CO	Tires	938.56
RIVERTON TIRE & OIL CO	Replace tire on S-7	228.45
Total RIVERTON TIRE & OIL CO (431):		1,167.01
ROCKMOUNT RESEARCH AND ALLOYS INC	Wear plates	726.84
Total ROCKMOUNT RESEARCH AND ALLOYS INC (1336):		726.84
ROCKY MOUNTAIN PRE-MIX	road base	920.33
Total ROCKY MOUNTAIN PRE-MIX (436):		920.33
SHIELDS CLEANING	Cleaning - LCCC	3,345.83

Total SHIELDS CLEANING (1131):		3,345.83
STRIKE CONSULTING GROUP	Work under this invoice is related to survey, desi	4,120.00
STRIKE CONSULTING GROUP	Work under this invoice is related to planset dev	4,062.50
STRIKE CONSULTING GROUP	Continued mapping of easements for subdivisio	2,975.00
STRIKE CONSULTING GROUP	Work under this invoice includes: Site inspection	7,070.00
STRIKE CONSULTING GROUP	Work under this invoice includes developing a w	965.00
STRIKE CONSULTING GROUP	Work under this invoice includes costing of desi	812.50
Total STRIKE CONSULTING GROUP (1112):		20,005.00
SUMMIT WEST CPA GROUP, P.C.	IT work at Community Center	603.86
Total SUMMIT WEST CPA GROUP, P.C. (1328):		603.86
SWEETWATER AIRE	Fix ice maker	951.61
SWEETWATER AIRE	Duct work for Bunker dryer	607.18
Total SWEETWATER AIRE (484):		1,558.79
TEAM LABORATORY CHEM LLC	Cold mix	1,129.50
TEAM LABORATORY CHEM LLC	marking paint	309.25
TEAM LABORATORY CHEM LLC	bugs	3,429.50
Total TEAM LABORATORY CHEM LLC (493):		4,868.25
TEGELER AND ASSOCIATES	(3) 2021 RAM trucks & 2022 trlr	483.00
TEGELER AND ASSOCIATES	Volunteer Fire Group	3,800.00
Total TEGELER AND ASSOCIATES (933):		4,283.00
THATCHER COMPANY	Tanker of Aluminum Sulfate	8,351.75
THATCHER COMPANY	Pup of sodium hypochlorie	7,090.42
Total THATCHER COMPANY (498):		15,442.17
T-O ENGINEERS	First Street Engineering	1,843.75
Total T-O ENGINEERS (1166):		1,843.75
TYLER TECHNOLOGIES	Support	11,000.00
Total TYLER TECHNOLOGIES (1129):		11,000.00
VISIONARY BROADBAND	Back up internet for th Plant	105.35
Total VISIONARY BROADBAND (1289):		105.35
WALLER, TECIA	Maintenance LCCC	3,500.00
Total WALLER, TECIA (1333):		3,500.00
WAMCAT	Caselle Training in Lander	200.00
WAMCAT	Caselle Training in Lander	200.00
Total WAMCAT (547):		400.00
WESTERN LAW ASSOCIATES	Trials	2,603.83

Total WESTERN LAW ASSOCIATES (559):		2,603.83
WHITING LAW PC	Professional Services Sept 2022	190.00
Total WHITING LAW PC (564):		190.00
WILEY DESIGNS	reconfigure to add WYCF to pledge card under	90.00
Total WILEY DESIGNS (1248):		90.00
WILLIAM H SMITH & ASSOC	City Hall Parking Lot Design with Lincoln Street	3,545.00
Total WILLIAM H SMITH & ASSOC (1058):		3,545.00
WIND RIVER POWER SPORTS	Equipment	19,892.41
Total WIND RIVER POWER SPORTS (576):		19,892.41
WWC Engineering	Wells Engineering	41,434.09
Total WWC Engineering (1326):		41,434.09
WYDOT - FINANCIAL SERVICES	Fuel	788.91
WYDOT - FINANCIAL SERVICES	Fuel	5,402.75
WYDOT - FINANCIAL SERVICES	Fuel	2,701.37
WYDOT - FINANCIAL SERVICES	Fuel	2,701.37
Total WYDOT - FINANCIAL SERVICES (606):		11,594.40
WYOMING RETIREMENT SYSTEM	Firefighter retirement	637.50
Total WYOMING RETIREMENT SYSTEM (614):		637.50
Grand Totals:		1,527,125.

Report GL Period Summary

Vendor number hash:	0
Vendor number hash - split:	0
Total number of invoices:	0
Total number of transactions:	0

ORDINANCE 2022-3

AN ORDINANCE REZONING

**Jones Subdivision Block 1, Lots 4 and 5 and Replat of Jones Subdivision Block 1, Lot 3A
from R-3 Single Multi-Family Residential District to C – Commercial**

WHEREAS, there has been a request to rezone a property which is legally described as follows:

4 Phyllis Lynn Drive, legal description of: Jones Subdivision Block 1, Lots 4 and 5 and
Replat of Jones Subdivision Block 1, Lot 3A City of Lander, Fremont County Wyoming.

WHEREAS, the City of Lander Planning Commission reviewed the request from Child
Development Services on September 1, 2022, and recommended approval of the rezoning; and

WHEREAS, the Governing Body of the City of Lander, Wyoming has conducted a public
hearing on the first reading of this ordinance September 27, 2022, in accordance with City Code
Section 4-8-5 on the requested rezoning described herein; and,

NOW THEREFORE, BE IT ORDAINED that the Governing Body of the City of Lander,
Wyoming approves the requested rezoning for property legally described above from R-3 Single-
and Multi-Family Residential District to C-Commercial District.

BE IT FURTHER ORDAINED, that the approval of the request and the zone change takes
effect immediately and be reflected on the City of Lander District Zoning Map.

This ordinance shall take effect from and after its passage, approval and publication as required
by law and the ordinances of the City of Lander.

PASSED ON FIRST READING September 27, 2022

PASSED ON SECOND READING October 11, 2022

PASSED ON THIRD READING November 8, 2022

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the 8th
day of November 8, 2022.

THE CITY OF LANDER
A Municipal Corporation

By _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on following passage, adoption and approval of Ordinance 2022-3,
Monte Richardson, the duly elected, qualified and acting Mayor of the City of Lander, issued this
proclamation and said ordinance was published at least once in the Wyoming State Journal, a
newspaper of general circulation within Lander, Wyoming, the effective date and publication
being November 8, 2022.

Rachelle Fontaine, City Clerk

October 2022

City of Lander Police Department
250 Lincoln Street
Lander, WY 82520

Attn: Chief Scott Peters
speters@landerwyoming.org

Dear Chief Peters,

Congratulations on your award from the Bureau of Justice Assistance (BJA), Office of Justice Programs, U.S. Department of Justice, Northern and Middle States Rural Law Enforcement Assistance Program, supported by the National White Collar Crime Center (NW3C) on behalf of BJA and in accordance with BJA Grant Number 2020-MU-BX-K001.

We are happy to inform you, your agency has received \$ 33,638.53 in funding for the following items requested, as outlined in your application:

1 Motorola Compstat Dashboard
1 Officer Productivity Dashboard

Note* Purchases must be exactly for the amount awarded. If your purchase amounts do not equal the exact amount awarded, you must get approval prior to the purchase.

Attached is your Letter of Agreement, W-9 form, and direct deposit form for your reimbursement. Please sign, complete the forms, and return them to me at your earliest convenience. Once these forms are received, I will contact you to make your purchases.

Should you have any questions, please feel free to contact me.

Again, congratulations on your award!

Respectfully,



James Lee
Program Manager
NW3C, Inc.
5000 NASA Blvd., Suite 2100
Fairmont, WV 26554
Phone: (304) 368-2883



Subrecipient Contract for Services- Microgrant/Subaward

Contract # 72-133

This agreement is effective as of **September 25, 2022** between the National White Collar Crime Center (hereinafter referred to as NW3C or prime recipient), a Virginia corporation, located at 4901 Dickens Road, Suite 110, Richmond, VA 23230 and **Lander Police Department** (hereinafter referred to as "LPD" or the "subrecipient") for work performed under the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance ("BJA" or "grantor"), for Grant Award Number Cooperative Agreement No. 2020-17373, federal CFDA number 16.738 for the initiative entitled, "**Northern and Middle States Rural Law Enforcement Training and Technical Assistance Grant Program**".

1.0 Agreement of the Parties:

1.1 **WHEREAS**, NW3C has received funds under Cooperative Agreement No. 2020-17373 from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, to conduct a project entitled, "**Northern and Middle States Rural Law Enforcement Training and Technical Assistance Grant Program**" **WHEREAS**, NW3C wishes to engage and provide resources and Training and Technical Assistance (TTA) to sheriffs, and rural and tribal law enforcement agencies, located in the northern and middle states of the United States to support their efforts to address precipitous increases of all types of crime unique to this region, including human trafficking and sexual assaults, drug trafficking, and other forms of violent crime.

1.2 The subrecipient agrees to provide services in accordance with the terms and conditions contained herein.

1.3 In consideration of the promises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, NW3C and the subrecipient agree to the following terms and conditions.

2.0 Term of Agreement:

This Agreement shall be in effect for the period October 2020 through September 30, 2023.

3.0 Scope of Service:

The subrecipient will provide NW3C with the services described in Schedule A, Scope of Services, which is attached to and made a part of this Agreement, during the period described in Section 2.0 above.

4.0 Compensation and Method of Payment:

4.1 NW3C agrees to pay the subrecipient a total, not to exceed, **\$33,638,53**, for any and all services and materials, described in Schedule A, arising under the Agreement, provided that the services are performed by the subrecipient as

required by, and upon the deadlines specified by NW3C during the Term of the Agreement. All payments are subject to the availability of funding from OJP/BJA.

Funds shall not be paid by NW3C until services have been rendered and documented by the subrecipient to the satisfaction of NW3C's designated Contract Coordinator for this contract: **James Lee**

- 4.2 The subrecipient acknowledges and agrees that, except as provided in this Section 4.0 and Schedule A, the subrecipient shall not be entitled to, and NW3C shall not be obligated to pay, any monies or other compensation for the services or materials provided and rights granted under this Agreement.
- 4.3 Invoices will be provided to NW3C based on actual expenditures incurred. Actual expenditures incurred should be supported by a financial report and receipts detailing expenses. The total amount to be paid by NW3C shall not exceed **\$33,638.53** over the award period. To document completion of the work required under this contract, the subrecipient agrees to submit to NW3C, at the Notice Address listed below quarterly reports on accomplishments, lessons learned, and promising practices that could be replicated.
- 4.4 The subrecipient understands that any invoices or receipts shall remain available for audit as may be required by law. Upon receipt of the completed invoice and supporting documentation, approval by the Contractor Coordinator, and the availability of federal funds, NW3C shall send payment to the subrecipient at the Notice Address listed below.
- 4.5 Notwithstanding the total amount to be paid by NW3C as listed above and elsewhere in this agreement, NW3C may, in its discretion, provide additional compensation to address inflationary factors. Nothing in subsection obligates NW3C to pay compensation beyond the amounts listed in this agreement.

5.0 Contractor Status:

- 5.1 The subrecipient warrants and represents to NW3C that the subrecipient is acting solely as an Independent Contractor and not as a NW3C employee, and that the subrecipient has the full right and authority to enter into this Agreement and to perform all the subrecipient obligations under this Agreement. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between NW3C and the subrecipient. The subrecipient is not authorized to enter into or commit NW3C to any agreements, and the subrecipient shall not represent itself as the agent or legal representative of NW3C.
- 5.2 Further, the subrecipient acknowledges and agrees that the subrecipient shall not be entitled to (i) participate in any of NW3C's benefits, including without limitation any employee benefits or health or retirement plans, and (ii) receive any additional remuneration or payment of expenses other than as specifically provided for in this Agreement.
- 5.3 The subrecipient is responsible for payment of all applicable state and federal taxes relating to payments made under the terms of this Agreement. NW3C shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the subrecipient or any other person consulted or employed by the subrecipient in performing Services under this Agreement. The subrecipient acknowledges and

agrees that all of the costs specified in Section 5.0 and any cost required to complete the work specified in Schedule A of this Agreement are the responsibility of the subrecipient.

- 5.4 By signing this Agreement, the subrecipient attests and certifies that the subrecipient meets all U. S. Department of Labor or the Bureau of Citizenship and Immigration Services requirements for eligibility to receive payments.
- 5.5 Subrecipient acknowledges that the Services and the products have been specially commissioned or ordered by NW3C as "works made-for-hire" as that term is used in the Copyright Law of the United States, and that NW3C is deemed to be the author of, and the owner of all copyrights in and to the materials created; however, NW3C grants to subrecipient a nonexclusive license to use the products and materials created under this Agreement. Subrecipient must get written permission from NW3C prior to any such use of the products and materials created under this Agreement.
- 5.6 The subrecipient agrees that the subrecipient will not use NW3C's name or the name of any member of NW3C's staff in any form of promotion or publicity without the prior written consent of NW3C.

6.0 Eligibility Requirements:

Applicants must meet the following eligibility requirements to be considered for this program.

- 6.1 Be a small, rural, or tribal law enforcement agency located within the Northern or Middle States of Arkansas, Oklahoma, Missouri, Kansas, Iowa, Nebraska, South Dakota, Minnesota, North Dakota, Montana, Wyoming, Colorado, Utah, Idaho, Nevada, Louisiana, Oregon, Washington, Illinois, Indiana, Michigan, Wisconsin, or Alaska.
- 6.2 A small or rural law enforcement agency is one that serves a population size of 100,000 or less AND is located in either; An area or community, respectively, where no part is within an area designated as a standard metropolitan statistical area, or an area or community, respectively, that is within an area designated as a metropolitan statistical area or considered as a part of a metropolitan statistical area but is located within a rural census tract.
- 6.3 A tribal law enforcement entity must be one that is part of a federally recognized Indian Tribe and is located within Arkansas, Oklahoma, Missouri, Kansas, Iowa, Nebraska, South Dakota, Minnesota, North Dakota, Montana, Wyoming, Colorado, Utah, Idaho, Nevada, Louisiana, Oregon, Washington, Illinois, Indiana, Michigan, Wisconsin, or Alaska.
- 6.4 Have permission from the agency governing authority to receive the award
- 6.5 Be able to comply with Post Award reporting requirements
- 6.6 If applicable, be able to provide to law enforcement staff members with necessary training on the use and implementation of purchased equipment or systems
- 6.7 Those agencies receiving awards for specialized equipment that would normally require officer or personnel training on the appropriate and legal use of those items, especially privacy implications, will be required to provide confirmation of receipt of training.
- 6.8 Agencies receiving awards to fund subscriptions, or access to an intelligence information system or service, will be required to provide certificates of completion of 28 CFR Part 23 training, available at www.ncirc.gov/28cfr/

7.0 Subrecipient Requirements

As a condition of receiving the Cooperative Agreement from the Bureau of Justice Assistance, is required to ensure that any subrecipient of grant funds complies with the conditions shown on Schedule B to this Agreement and with the following requirements from the Office of Justice Programs' Financial Guide (<https://www.ojp.gov/funding/financialguidedojo/overview>). As a subrecipient under the BJA/OVC grant, subrecipient agrees to:

1. Maintain financial records and other records for invoicing purposes in the format specified in this Agreement for a period of three (3) years from the completion of the Project.
2. Allow NW3C to conduct on-site audits and/or review of all documentation created and maintained by subrecipient to comply with the OJP/BJA cooperative agreement, including financial data, work products, and data relating to deliverables.
3. Provide closeout information and reports as requested by NW3C at least 120 days prior to the date the grant or any GAN terminates.
4. Meet with NW3C regularly to discuss program activities and performance.
5. Comply with applicable special conditions specified in the OJP/BJA cooperative agreement, which have been incorporated into this Agreement as Schedule B.
6. Complete the work specified in Schedule A, as requested by NW3C.
7. Provide timely reports and data in the format specified by NW3C upon NW3C's request.
8. Provide a Debarment and Suspension Certification in the form specified in Schedule C.
9. Maintain property records for equipment acquired under this Agreement, including in such records a description of the equipment, a serial number or other identification number, the title holder, the acquisition date, and cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Subrecipient agrees to provide NW3C with property records within five (5) business days of a request for a copy of property records by NW3C.
10. Ensure the title to equipment acquired under this Agreement remains unencumbered until the Subrecipient receives disposition instructions from NW3C.
11. Maintain policies and procedures to ensure equipment acquired under this Agreement is safeguarded against damage, loss, and theft.
12. Ensure any equipment acquired under this Agreement is disposed of in accordance with NW3C's disposition instructions. NW3C will provide the subrecipient with disposition instructions prior to the termination of this agreement.

13. Prepare and submit to NW3C for approval a budget showing costs associated with deliverables and reports and identify any property or equipment that subrecipient intends to purchase with award funds.
14. Submit only those costs which are included in the budget approved by NW3C.
15. Comply with all applicable civil rights nondiscrimination requirements.
16. Certify to NW3C that subrecipient is in compliance with the lobbying restrictions in 28 C.F.R. Part 69, and provide a certification in the form specified in Schedule C.
17. Comply with requirements associated with the operation of motor vehicles while conducting business under this Agreement, including requiring all individuals who are performing award-related work to wear seat belts and are prohibited from texting while driving.
18. Certify that subrecipient has established and maintains an accounting system and financial records that are sufficient to accurately account for award funds.
19. At the time the Agreement is signed by subrecipient, provide a fully executed original of the Lobbying, Drug-free Workplaces, and Suspension Certification, which is attached to this Agreement as Schedule C and incorporated by reference.

8.0 Partial Performance or Early Termination:

- 8.1 This Agreement is funded by a federal Cooperative Agreement. Should funding not be available, NW3C will notify subrecipient and this Agreement shall be rendered null and void immediately. Payments are subject to the availability of funds from OJP/BJA and subrecipient providing the required documentation as per Section 4.3.
- 8.2 This Agreement may be terminated immediately at the option of NW3C if the subrecipient fails to perform the services under this Agreement to the satisfaction of NW3C.
- 8.3 In the event of partial performance by the subrecipient, NW3C's obligation to pay the subrecipient shall be limited to only those services performed, invoiced, and documented to the sole satisfaction of NW3C.

9.0 Notices:

All notices and other communications required by this Agreement shall be in writing and shall be delivered either by Express Mail or by certified or registered mail. All notices and any other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

Notices To	Lander Police Department Attention: Chief Scott Peters 250 Lincoln Street Lander, WY 82520 Email: speters@landerwyoming.org Telephone: 307-332-3131
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Notices to NW3C:

Kathie Alexander
Contract Administrator and Risk Manager
NW3C, Inc., d/b/a the National White Collar Crime Center
4901 Dickens Road; Suite 110
Richmond, VA 23230
Email: kalexander@nw3c.org
Telephone: 804-217-5624

10.0 Indemnification:

10.1 The subrecipient agrees to defend, indemnify and hold NW3C harmless from any claim, action, or cause of action, or liabilities, including reasonable attorney's fees to the prevailing party, arising out of the **subrecipient's** performance of subrecipient's obligations pursuant to this Agreement to the extent allowed by applicable law.

10.2 This Section 9.0 shall survive the termination of this Agreement.

11.0 Choice of Law:

This Agreement shall be governed by the laws of the Commonwealth of Virginia.

12.0 Force Majeure:

12.1 Neither party shall be liable for delay in performance due to fire, flood, strike, or other labor difficulty, act of God, act of any governmental authority, acts or omissions of the other party, riot, fuel or energy shortage, or due to any other cause beyond the party's reasonable control.

12.2 In the event of delays in performance due to any of the events specified in Section 11.1, the dates for performance by the parties will be postponed by a period of time equal to the delay period.

13.0 Assignment:

This Agreement shall not be assigned by either party without the prior written consent of the other party.

14.0 Severability:

The illegality or invalidity of any provisions of this Agreement shall not impair, affect, or invalidate the other provisions of this Agreement.

15.0 Attorney Fees and Costs:

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in litigation shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred before or after judgment.

16.0 Entire Agreement and Amendment:

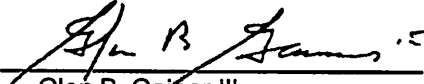
16.1 This Agreement contains the entire Agreement between the parties and supersedes all previous agreements and understandings of the parties relating to the Scope of Services to be performed under this Agreement.

16.2 This Agreement may be amended only by another written Agreement duly executed by both parties.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

NW3C, INC.

BY:
Lander Police Department

BY: 
Glen B. Gainer III
President and CEO

DATE: _____

DATE: 9-12-2022

**SCHEDULE A
SCOPE OF SERVICES
TO CONTRACT # 72-133
BETWEEN NW3C AND Subrecipient**

I. SERVICES:

NW3C desires to have the subrecipient provide services in support of Federal Cooperative Agreement 2020-17373 FY 20“**Northern and Middle States Rural Law Enforcement Training and Technical Assistance Grant Program**” awarded to NW3C by the Department of Justice (“DOJ”), Office of Justice Programs (“OJP”), Bureau of Justice Assistance. Subrecipients will identify and request resources to assist in:

- Improving the agency's investigative, intelligence, and/or interdiction capabilities
- Enhancing information sharing, including investigative and intelligence data sharing with other agencies
- Enabling agencies to participate in projects within the Northern and Middle states
- Assisting in projects/initiatives unique to an agency or its region
- Improving dedicated communications capabilities
- Reducing precipitous increases in crime

Subrecipient will provide the following services under the Program:

Project: FY20 “Northern and Middle States Rural Law Enforcement Training and Technical Assistance Grant Program”

Period of Performance: October 1, 2020 through September 30, 2023

Contract Price: \$33,638.53

Subrecipient Contact: Lander Police Department
Attention: Chief Scott Peters
250 Lincoln Street
Lander, WY 82520
Email: speters@landerwyoming.org
Telephone: 307-332-3131

NW3C Contact: James Lee
Program Manager
NW3C, Inc., d/b/a the National White Collar Crime Center
5000 NASA Blvd., STE 2100
Fairmont, WV 26554 Email:
jlee@nw3c.org Telephone:
(304) 368-2883

A. Project:

Subrecipient STATEMENT OF WORK

The Subrecipient will provide the following services under this Agreement:

- 1) **Applications/Documentation:** Upon being selected as a subrecipient, agencies will be required to update their applications and provide proper financial documentation to include bids, invoices, and receipts of purchase prior to funds being reimbursed by NW3C.
- 2) **Quarterly Reports:** Following implementation, the subrecipient will be contacted and surveyed by NW3C Program Manager on a quarterly basis. This survey will report accomplishments, lessons learned, and promising practices that could be replicated. **Questions may include:**
 - What was the problem identified to be addressed through the funding?
 - How was/were the item(s) used/implemented?
 - How was the information and/or intelligence sharing improved?
 - What other benefits, if any, were gained through this award?
 - How many officers were given/use the items(s) or benefited from the award?
 - What best practices can be recommended based on the agency's use/implementation experience?
 - What lessons learned (and challenges faced) can you share from the use/implementation?
 - Did this award help reduce crime in your area?
 - Was the project or implementation completed by the target date?

II. PAYMENT SCHEDULE:

Upon selection, subrecipients will provide NW3C all financial documentation to include bids, invoices, and receipts of approved purchase based on actual expenditures incurred. Actual expenditures incurred should be supported by a financial report detailing expenses. The subrecipient will monitor the total budget by category, and current period expenditures. The total amount to be paid by NW3C shall not exceed \$33,638.53 over the award period. To document completion of the work required under this contract, the subrecipient agrees to submit to NW3C, at the Notice Address listed below an Invoice, documenting the services provided under Schedule A, by listing (i) the period of service, (ii) the grant number, (iii) a description of the work performed and supporting documentation for actual expenses, and the amount.

NW3C shall pay the subrecipient for approved purchases, subject to the availability of federal funds from OJP/BJA. NW3C will not be obligated to make any payment if the applicable payment request (the Invoice) is not received or if the required deliverable is not received and approved by NW3C. If OJP/BJA funds are available, NW3C will make payment thirty (30) days from receipt of the invoice and approval by the NW3C Contract Coordinator.

SCHEDULE B

TO THE AGREEMENT BETWEEN NW3C AND subrecipient

DOJ OFFICE OF JUSTICE PROGRAMS, Bureau of Justice Assistance

PROJECT NUMBER: BJA-2020-17373

AWARD DATE: September 25, 2022

SPECIAL CONDITIONS

The following Special Conditions are applicable to the use of funds from OJP/BJA by NW3C, as the Cooperative Agreement recipient, and by Lander Police Department, as a subrecipient:

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

7. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. Employment eligibility verification for hiring under the award

- The recipient (and any subrecipient at any tier) must--
 - A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the

individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

- Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

- Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

- Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to

participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

12. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

- Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

- Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

- Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

13. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

14. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

16. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

17. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

18. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

19. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

23. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

24. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent,

subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

26. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- In accepting this award, the recipient--
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
 - a. it represents that--
 - (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors

that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

27. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

28. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

29. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

30. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

31. The recipient agrees to submit to NW3C for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-MU-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

32. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

33. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by NW3C prior to obligation or expenditure of such funds.

34. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP

program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

35. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

36. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

37. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

39. The recipient understands and agrees to track and report data on all training and technical assistance activities and deliverables using the guidance, format, or tool provided by the Program Office or OJP.

40. The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.

41. Cooperating with OJP Monitoring

The recipient agrees to cooperate with NW3C monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with NW3C (including the program manager for this

award and the Chief Financial Officer (CFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to NW3C all documentation necessary for NW3C to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by NW3C for providing the requested documents. Failure to cooperate with NW3C's monitoring activities is a breach of this agreement and may result in actions that affect the recipient's access to funds under this agreement.

42. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

SCHEDULE C
OJP CERTIFICATION FORM 4061/6

FOR SIGNATURE BY Lander Police Department AS A SUBRECIPIENT
TO THE AGREEMENT BETWEEN NW3C AND U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting 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 the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or

transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

- B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVC Applicants, to OVW, at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

- A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).
- B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

- A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

As the duly authorized representative of the Subrecipient, I hereby certify that the Subrecipient will comply with the above certifications.

Subrecipient Name and address: Lander Police Department
Attention: Chief Scott Peters
250 Lincoln Street
Lander, WY 82520
Email: speters@landerwyoming.org
Telephone: 307-332-3131

Subrecipient IRS/Vendor Number:

BY: _____
Lander Police Department

DATE: _____

OJP FORM 4061/6 <https://www.ojp.gov/funding/apply/forms>

SCHEDULE D

TO THE AGREEMENT BETWEEN NW3C AND subrecipient NW3C TRAVEL AND EXPENSE MANAGEMENT POLICY

ADMINISTRATIVE POLICY AND PR

TITLE:
TRAVEL AND EXPENSE M

REVISION DATE:
08/17/

a. POLICY:

In order to accomplish NW3C's mission, it is necessary for NW3C's employees and non-employees to travel. An employee or non-employee who is traveling on authorized NW3C business is representing NW3C. NW3C is committed to conducting its travel program in a professional, efficient, cost effective, and ethical manner. Travelers must be familiar and comply with all applicable federal, state, and local laws particularly regarding the use of hand-held cell phone devices, as well as NW3C's prohibition against texting while driving.

NW3C employees, non-employees, or designee, and guests are required to maintain all travel reservations through Concur Solutions (Concur). In order to be eligible for reimbursement for travel and business expenses, NW3C employees and non-employees, or their designee, must submit the appropriate documentation in Concur for reimbursement. Requests for reimbursement of travel expenses arising from federally-funded travel that is not eligible for reimbursement under NW3C's Travel and Expense Management Policy and Procedure will be denied. For Travel that is funded using non-program revenue, NW3C's President, or designee, in his sole discretion, may approve exceptions to NW3C's Travel and Expense Management Policy and Procedure on a case-by-case basis. Violations of NW3C's Travel and Expense Management Policy and Procedure may result in disciplinary action, up to and including dismissal.

b. PURPOSE:

NW3C's Travel and Expense Management Policy and Procedure establishes the process to book authorized travel in Concur and to request expense reimbursement for business expenses when NW3C employees and non-employees Travel.

c. REFERENCES:

This Travel and Expense Management Policy and Procedure is authorized under NW3C's Policies, Procedures, and Forms Manual.

d. DEFINITIONS:

i. Accounting Processor:

These are the Finance staff designated to process, review, approve, and issue payment for Authorized Travel and business expense reimbursements.

ii. Authorized Travel:

This is any travel on NW3C business for which travel has been assigned and approved by the Traveler's manager or supervisor prior to any travel arrangements being made, cancelled, changed, or reimbursed and which results in the Traveler incurring travel expenses for transportation, lodging, meals, mileage or registration.

iii. Concur Expense Approver:

This is the manager or supervisor that must review and approve all Concur Expense Reports submitted by NW3C employees, consultants, the Board of Directors, and guests.

iv. Concur Expense Report: This is the report used to request reimbursement for Authorized Travel or business expenses.

v. Concur Profile:

This is the documentation in Concur, which must be completed by all employees, the Board of Directors, delegates, consultants, and non-employees or their designee prior to requesting travel or business expense reimbursement.

vi. Concur Solutions System (Concur System):

This is the travel and automated expense management system provider used by NW3C to book Authorized Travel and provides expense reimbursement for Travel and Business Expenses

vii. Consultant Travel Form:

This is the NW3C form that must be completed by the any employee who acts as a coordinator for Consultants. The Consultant Travel Form must be completed and sent to the Contract Administrator. The Contract Administrator will conduct an Independent Contractor Review at least once a year or if the Consultant information changes.

viii. Concur Travel Itinerary:

After booking Travel in Concur, the Concur System will provide a Travel Itinerary to the Traveler and the manager, supervisor, coordinator or delegate.

ix. Delegate:

This is a person who books travel and/or submits expense reimbursements on behalf of an employee or non-employee.

x. Guest Traveler:

These are non-employees traveling on behalf of NW3C, up to two times per year, and who are required to submit a Guest Travel Profile and Request for Travel Form that will be submitted to and approved by the manager. This travel will be booked and expenses entered into the Concur System by the Travel Administrator. At the conclusion of the trip, guests must complete a Request for Reimbursement Form with all required receipts attached and forward to the Travel Administrator (or the requesting manager).

xi. Incidental Travel Expenses:

These are the miscellaneous expenses including but not limited to tolls, parking, fees, laundry, rental car fuel, and tips.

xii. Interrupted Travel:

This means Travel interrupted for the convenience of the Traveler. The Traveler will fill out the Acknowledgment/Waiver of NW3C Liability During Interrupted Travel Form (Interrupted Travel Form) and provide the Interrupted Travel Form to their manager, supervisor or coordinator prior to Travel. Once approved, the manager or supervisor will retain the Interrupted Travel Form. The Traveler will indicate on the Concur Expense Report any expenses incurred during the Interrupted Travel that will not be reimbursed as Authorized Travel.

xiii. Point of Origin:

This is the Traveler's departure location from which Travel begins, which is either the Traveler's workstation or the Traveler's home, whichever is closer to the Traveler's final destination.

xiv. Portal / Intranet

Central repository for NW3C documentation, which may include Policies and Procedures and other NW3C materials.

xv. Privately-Owned Vehicle:

This is a vehicle that is owned by a Traveler who uses it when traveling on NW3C business up to fifty (50) miles from the Traveler's Point of Origin or to the Common Carrier transportation location (ex. Fairmont to Pittsburgh International Airport).

xvi. Request for Travel Advance:

This is the NW3C form that the Traveler, or their designee, must complete and submit for Controller approval to request advance payment of funds for use in paying travel expenses incurred during Authorized Travel.

xvii. Traffic Fines:

This includes all fines or tickets related to moving or non-moving traffic violations incurred while on Authorized Travel or when using a NW3C vehicle, POV or rental. NW3C will not reimburse employees for costs incurred for Traffic Fines.

xviii. Travel and Business Expenses:

This refers to those expenses, including travel, meals, lodging, mileage, fees, or taxes, and other business costs that are incurred by a Traveler during Authorized Travel or when conducting business for NW3C.

xix. Traveler:

This is any NW3C employee or non-employee that has been authorized to travel on behalf of NW3C.

e. GENERAL RULES APPLICABLE TO ALL NW3C TRAVEL:

i. AUTHORIZATION:

Prior approval is required for all Authorized Travel. NW3C employees are authorized to make travel arrangements, including, but not limited to, airfare, rental car, and lodging.

ii. CONDUCT:

1. While on travel status, the employee's or non-employee's conduct must be professional at all times, in accordance with NW3C's policies and procedures, and in compliance with applicable federal, state, and local laws and regulations.
2. Any action, behavior, or conduct which reflects negatively on NW3C is prohibited and may result in disciplinary action, including, but not limited to, disallowance of Travel Expenses, partial payment of Travel Expenses, delay in payment, suspension, or dismissal. Any circumstance which occurs during Authorized Travel that would negatively reflect on NW3C must be reported by the next business day to the Traveler's supervisor, manager, or coordinator.

iii. TRAVEL BY COMMON CARRIER:

1. Employees making Authorized Travel arrangements must examine the rates and schedules of all possible common carriers. The Employee will obtain the most economical fare with the most direct routing, after considering all time constraints and ancillary charges. Approval of the manager or supervisor may be required.
2. NW3C will not reimburse the Traveler for business class travel, except for train travel or where business class is equal to or cheaper than economy class. All Travelers, even those on international flights, will fly in economy class or the least expensive class otherwise available. Any deviations must be approved by the President, or designee.
3. Travelers may retain all benefits from any frequent flyer or other club or frequent traveler memberships. It is the responsibility of the Traveler to register, maintain, and pay all dues or fees for club membership and to keep the membership information updated in Concur.
4. Travelers will be reimbursed only for one standard bag fee for air travel per destination, unless prior approval is received from the manager, supervisor, or coordinator.

iv. GROUND TRANSPORTATION:

1. Travelers must determine what type of ground transportation is available and may select the most expedient and reasonable means of ground transportation.
2. If there are two or more Travelers traveling to the same destination together, Travelers must share ground transportation, unless prior approval is received from the manager, supervisor, or coordinator. When multiple Travelers share ground transportation, only one Traveler

may claim reimbursement for this Travel Expense.

3. Ride-sharing companies or transportation network companies, such as Uber, Lyft, or other mobile ride-hailing applications may be used by the Traveler and reimbursed for rideshares if the ride-sharing company's or the transportation network company's rates are an efficient and cost-effective alternative to taxis and rental cars. Travelers must obtain receipts for travel by ride-sharing company and submit electronic copies of the receipts in Concur for reimbursement. Tips for ride-sharing companies should not exceed twenty percent (20%) of the fare.
4. NW3C will reimburse Travelers for compact, mid-size, or intermediate automobiles, unless three or more Travelers are traveling together, in which case a full-size car or comparable vehicle may be utilized. Any deviation from this Policy and Procedure must be noted in the Concur System.
5. When submitting the Concur Expense Report, the Traveler must include a justification for using an alternate vehicle and the approval from their manager, supervisor or coordinator. Travelers will be reimbursed only for the cost of the class of vehicle approved.
6. Travelers are not permitted to request reimbursement for luxury upgrades or certain optional services or equipment, including, but not limited to, optional insurance, prepaid fuel, navigational systems, or any other unapproved extra- cost options.
7. Telecommuter and non-employee Travelers will be reimbursed for mileage while driving a Privately Owned Vehicle (POV) from a reasonable point of origin to the common carrier location. Other NW3C employees will be reimbursed for mileage to the common carrier location only to the extent that the distance exceeds the distance of their regular daily commute to and from their home to their official workstation. All mileage reimbursements will be at the maximum Internal Revenue Service established rate.
8. NW3C's insurance policy covers Travelers on Authorized Travel. Therefore, when renting an automobile, the Traveler must decline the optional insurance coverage. Travelers on Authorized Travel, who use a rental automobile, are required to print and carry a copy of NW3C's Certificate of Liability Insurance. Coordinators must ensure that all Consultant or Guest Travelers receive the Certificate of Liability Insurance. All accidents must be reported in accordance with NW3C's Safety Policy and Procedure. In the event of an accident or injury while traveling, the Traveler or coordinator must notify the automobile rental company, follow the company's accident procedure, and notify NW3C's Safety

Officer/Contract Administrator, the Human Resources Director, and the Traveler's supervisor, manager, or coordinator immediately.

v. PRIVATELY-OWNED VEHICLES:

1. NW3C Travelers must use rental cars when driving on Authorized Travel. When a Traveler uses a Privately-Owned Vehicle for Authorized Travel, NW3C will reimburse the Traveler at the maximum Internal Revenue Service established rate only if (i) there are no NW3C-owned vehicles available, (ii) a rental car is not available or is more expensive, or (iii) the distance of the trip is less than fifty (50) miles from the Traveler's Point of Origin or will be used to travel to a Common Carrier location.
2. Use of a Privately-Owned Vehicle may be approved only if the vehicle is properly licensed, registered, insured, and state inspected (if required by state law), and if the Traveler has a valid driver's license.
3. The Traveler assumes sole responsibility for all traffic fines and for compliance with NW3C's Safety Policy and Procedure. Traffic violations conviction for reckless driving or the suspension or revocation of the Traveler's driver's license must be reported in writing to NW3C's President, or designee, and the Safety Officer/Contract Administrator at least by the first business day following the violation.
4. Employees are prohibited from transferring NW3C's mobile labs in Privately- Owned Vehicles. Mobile labs may be transported only in NW3C vehicles and rental cars. Prior approval from the Traveler's manager, supervisor, or coordinator is required to transport any other NW3C owned property or equipment in a Privately-Owned Vehicle.

vi. LODGING:

1. Lodging expenses incurred by Travelers on Authorized Travel will be reimbursed only to the extent of the prevailing General Services Administration (GSA) Per Diem Rate plus taxes and fees. Any requests for lodging that deviate from the GSA Per Diem Rate must be noted in the Concur System when booking Travel and approved by the manager or supervisor prior to booking.
2. All hotel reservations must be guaranteed by, and charged to, the Traveler's personal credit card or a debit card, unless NW3C has established a direct bill account with the hotel.
3. If cancellation of a reservation is necessary, the Traveler is responsible for canceling hotel reservations in the manner prescribed in the hotel's cancellation policy. Generally, NW3C will not reimburse the Traveler or the hotel for "no

show" fees or early departure fees. Requests for any exceptions to this requirement must be submitted by the Traveler in Concur.

4. The Traveler must submit a lodging receipt with their reimbursement in Concur.
5. Unapproved Incidental and miscellaneous charges incurred at a hotel are the responsibility of the Traveler.

vii. MEALS:

1. Travelers will be reimbursed for meals based on the daily Meals and Incidental Expense (M&IE) Rate published by the General Services Administration (GSA) for the location at which the Traveler will be lodging each travel day. In cases where the Traveler's destination city and county are not listed on the GSA web site, the standard rate will be used. Meal rates for Travel to non-contiguous states and U.S. territories will be reimbursed at the rate specified in the Defense Travel Management Office (DoD) Per Diem Rates. Meal Travel Expenses for foreign Travel may be reimbursed according to the State Department Foreign Per Diem Travel Rates in effect at the time of Travel.
2. If a meal is furnished at any event or at the Traveler's hotel, there will be no reimbursement for those meals. A continental breakfast supplied by the hotel is not considered a meal under the terms of this Policy and Procedure. Any exceptions must be noted in Concur.
3. For any Authorized Travel that requires an overnight stay, the Traveler will be reimbursed at a rate of seventy-five percent (75%) of the established GSA M&IE rate on the first and last day of Authorized Travel using the M&IE rate for the respective lodging location.
4. For single day travel that is more than fifty (50) miles from the Traveler's Point of Origin, the seventy-five percent rule applies. For travel of less than fifty (50) miles that does not require an overnight stay, no meal reimbursement applies.

viii. SUPPORT:

1. All account administration and management for user access will be routed to the NW3C Help Desk: Internal: ext. 4357; External: 304-367-8787; and Email: HelpDesk@nw3c.org. Please refer to the Help Desk Policies and Procedures at <http://portal.nw3c.org/docs/default-source/default-document-library/nw3c-help-desk-policy-and-procedures.pdf>.
2. Assistance pertaining to travel and expenses, including but not limited to, creating expense reports, Concur website

access, per diem rates, etc. should be routed to the NW3C HelpDesk. If additional assistance is required, the NW3C HelpDesk will coordinate and escalate the ticket to the best suited, available support person. For immediate assistance with travel and expense user questions and issues, support is available through the Concur Support Hotline: 1-866-793-4040, 24x7 online chat from the Concur website, Concur frequently asked questions from the Concur website, and the Gant Travel Support Number: 877-924-0303.

f. GENERAL RULES RELATING TO MISCELLANEOUS TRAVEL EXPENSES:

- i. Travelers are responsible for properly completing and submitting the Concur Expense Report when requesting reimbursement for Travel and Business Expenses.
- ii. NW3C employees and non-employees must report actual costs for all expenses other than meals incurred while on Authorized Travel.
- iii. Copies of the following receipts must be attached to the Concur Expense Report: hotel receipts, which include documented business calls and charges for other business expenses (such as fax, telephone, Internet access, or photocopy fees);
 1. all parking, which may include, but not be limited to, hotels, events, airports, long- term/extended stay parking and toll receipts over five dollars (\$5.00) per day;
 2. taxicab receipts; and
 3. receipts for expenses incurred during Authorized Travel, including, but not limited to, travel by air, bus, train, rental car, NW3C-owned automobile or Privately-Owned Vehicle.
- iv. Any personal expenses, or purely optional expenses, are non-reimbursable. Examples of non- reimbursable expenses include, but are not limited to, the following: alcoholic beverages; club dues for airlines or rental car companies, unless President/CEO approved as business necessity; in-air items such as headset rentals, internet, Wi-Fi access, movies or other entertainment; in-room hotel movies or other entertainment items; fines for traffic violations; optional insurances selected by the Traveler; or personal items needed while traveling.

g. RESPONSIBILITIES OF THE MANAGER, SUPERVISOR, OR COORDINATOR:

- i. Travel for NW3C employees must be authorized and assigned by the employee's manager or supervisor. The manager and supervisor will be the Approver for the Concur Expense Report.
- ii. The coordinator for Consultants will fill out the Consultant Travel Information Form and will book Authorized Travel in Concur for the Consultant. The Consultant Travel Information Form must include the non-employee's name, address, email address, occupation, employment status, and purpose for the non-employee Authorized

Travel, the dates of the event, and the funding source. A copy of this Consultant Travel Information Form must be sent to the Contract Administrator to conduct an Independent Contractor Review at least once a year. If any changes occur to the Consultant's or Guest's information previously provided, such as, changing employers, moving to a different state or changing employment status to retired or part-time, the coordinator will submit a new Consultant Travel Form to the Contract Administrator, prior to booking Authorized Travel.

- iii. Guests traveling on behalf of NW3C up to two (2) times per year must complete a Guest Travel Profile and Request for Travel Form that will be approved and submitted by the requesting manager. This Authorized Travel will be booked and expenses entered into Concur by the Travel Administrator. At the conclusion of the trip, Guests must complete a Request for Reimbursement Form and must attach all required receipts and forward to the Travel Administrator or requesting manager.
- iv. Authorized Travel for Guests and Consultants must be authorized and assigned by the coordinator of the training or event and will be approved by the manager or supervisor.
- v. The manager, supervisor, or coordinator is responsible for ensuring that NW3C Travelers are aware of, understand, and comply with all applicable NW3C policies and procedures.
- vi. The manager, supervisor, or coordinator is responsible for reviewing and approving the Concur Expense Report and that all necessary documentation required is included.

h. RESPONSIBILITIES OF THE CONTRACT ADMINISTRATOR/ SAFETY OFFICER:

- i. The Contract Administrator is responsible for conducting an independent contractor review, updating the status of Consultants, as necessary, and receiving and maintaining The Consultant Travel Form.
- ii. The Contract Administrator will receive information on all moving and non-moving traffic violations and reported accidents in accordance with NW3C's Safety Policy and Procedure. The Contract Administrator will notify the appropriate manager, the President, or designee, and the Insurance Company on all accidents and traffic violations.

i. RESPONSIBILITIES OF THE ACCOUNTING PROCESSOR:

- i. After an expense report in Concur has been approved, the expense report will be marked as "Approved & In Accounting Review," and ready for processing. Only NW3C Finance staff identified as the Accounting Processors in Concur may process Concur Expense Reports.
- ii. The Accounting Processor will take one of the following actions

on the Concur Expense Report:

1. Mark the Expense Report as "Approved" for payment;
 2. Return the Expense Report to the Traveler for any necessary edits or corrections; or
 3. Return the Expense Report to the initial Approver for further review.
- iii. The Accounting Processor is responsible for ensuring any Concur Expense Report is accurate, in compliance with the Travel and Expense Management Policy and Procedure, and complete based on the information provided.

j. RESPONSIBILITIES OF THE TRAVELER:

- i. Traveler must complete and maintain Concur Profile including all hotel, airline and rental car reward programs. It is the responsibility of the Traveler to pay all fees associated with club memberships. Charges for club memberships are not eligible for reimbursement. NW3C is not responsible or liable for any misuse, problems, or mistakes relating to club memberships and travel reservations. Travelers may retain all benefits of their club memberships. NW3C will not reimburse Travelers for any estimated value of Reward Program points when used for NW3C Authorized Travel.
- ii. Travelers are authorized to book any airline tickets, hotels and/or rental cars for authorized NW3C Authorized Travel based on the established policy and guidelines. The Traveler should purchase airline tickets in the Concur System thirty (30) days, but not less than ten (10) days, before departure date to obtain the most cost effective means of Travel. Management approval is required for Authorized Travel booked more than thirty (30) days in advance.
- iii. Travelers must complete all required sections in Concur relating to the Authorized Travel. Concur has specific limitations, exclusions, and parameters built into the Concur System to ensure adherence to the Travel and Expense Management Policy and Procedure. As long as the Traveler books travel that does not generate a policy violation and is within allowable variances, the Authorized Travel may be booked, subject to the cancellation policy of the specific vendor. If the Travel item being booked violates a policy or is outside an allowable variance, the Approver will receive an alert and the Travel item will require an exception based approval from the manager or supervisor.
- iv. Travelers must notify their manager, supervisor or coordinator of any cancellations or changes to a reservation. Any changes resulting in additional charges or fees must have management approval and receipts are required for reimbursement. Failure to follow this procedure may result in disallowance of reimbursement of these fees and/or surcharges.
- v. Travelers must make every effort to use original NW3C airline tickets issued for business travel.
- vi. Travelers must submit all required receipts to be eligible

for expense reimbursement.

- vii. Travelers must carry their NW3C identification with them at all times when traveling. NW3C identification may be required by hotels to receive the established government rate.

k. RESPONSIBILITIES OF THE TRAVEL ADMINISTRATOR:

- i. Based on guidelines established by the President, or designee, the Travel Administrator will act as the point of contact for system modifications, updates, corporate travel policies, and required fields in Concur.
- ii. The Travel Administrator will process requests for Guest Travel to include booking and reimbursements.
- iii. The Travel Administrator will receive and distribute unused ticket reports as applicable.
- iv. In an emergency situation, any changes to the Travel Itinerary that does not incur an additional cost to NW3C may be booked by the Traveler. The Traveler must contact the Travel Administrator, their manager or supervisor for approval prior to incurring any additional cost. Any additional costs must be noted and an explanation provided in the Concur Expense Report with the required documentation.

l. INDIRECT ROUTE/INTERRUPTED TRAVEL:

When a Traveler requests Interrupted Travel while on Authorized Travel, reimbursement is limited to the amount that would have been paid for the direct or regularly traveled route.

Travelers must sign a waiver when Authorized Travel will be interrupted using the Acknowledgement Waiver of NW3C Liability During Interrupted Travel. The Interrupted Travel Form must be signed by employees, Consultants, and Guests. Employees must use leave without pay or vacation for those business days during the Interrupted Travel period. Expenses incurred for or during Interrupted Travel days are not reimbursable.

m. EMPLOYEE TRAVEL ADVANCES:

When requesting money in advance of Authorized Travel to pay for Authorized Travel, a NW3C employee must submit a NW3C Request for Travel Advance Form at least two (2) weeks prior to travel to allow for processing of the request. An employee must receive approval by the Controller prior to travel. The Travel Advance will be deducted from the Concur Expense Report when it is processed.

n. TRAVEL TO ALASKA, HAWAII, AND PUERTO RICO:

Authorized Travel to non-contiguous states and U.S. territories must be approved by the President, or designee, prior to booking Authorized Travel in Concur. If approved, lodging and meal expense reimbursement rates will be determined using the Defense Travel Management Office (DoD) Per Diem Rates.

o. FOREIGN TRAVEL:

- i. For the purposes of NW3C's Travel Policy and Procedure, foreign travel is defined as Authorized Travel outside the United States and U.S. territories.
- ii. Because foreign travel using federal funds must be pre-approved in advance by grant-funding agencies, the Traveler must submit a memorandum requesting approval for foreign travel to the President at least sixty (60) business days in advance of the requested foreign travel. The memorandum should describe in detail the purpose, funding source, costs that may be incurred that are specific to the traveler's destination, destination(s), dates, and any other relevant information about the foreign travel. Lodging and meal Travel Expenses for foreign travel may be reimbursed according to the State Department Foreign Per Diem Rates in effect at the time of Authorized Travel.

EASEMENT AND RIGHT-OF-WAY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration that the City of Lander shall permit water user, or heirs and assigns, to connect up to a 2-inch water tap to a single residence, or building, to the City water system to be used on either 2238 Sinks Canyon Road or on Parcel 2 of the record survey of 2240 Sinks Canyon Road, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and upon the terms, covenants and conditions contained hereinafter P, a resident of Fremont County, Wyoming, hereinafter collectively referred to as GRANTOR Hitshe, Bart Alan & Tami E, hereby grants, bargains, sells, transfers, delivers, warrants and conveys unto the CITY OF LANDER, a Wyoming municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as the GRANTEE, its successors, transferees and assigns, a perpetual easement for the use and purpose of constructing and operating an underground water line and appurtenances therein and thereon as part of GRANTEE'S City water system and for such purpose the GRANTEE shall have the right to enter upon the easement hereinafter described, at any time GRANTEE may see fit and along the described easement to construct, inspect, maintain, alter, replace, repair, build, and install transmission waterlines and appurtenant facilities thereto or enlarge said pipe line and the right to convey water through such pipe lines, on, over, under, across the easement herein granted to GRANTEE together with the right to excavate and refill ditches and trenches for the installation of the pipe lines and in addition for the repairs, maintain and replacement of said pipe line and the right to remove trees, bushes, undergrowth and any and all other obstacles and structures interfering with the location, construction and maintenance of said pipe line.

The easement being conveyed by GRANTOR to the GRANTEE by this instrument is situated in the County of Fremont in the State of Wyoming, and the said easement is set forth and more particularly described and set forth on Exhibit "A" attached hereto and by this reference made of part hereof and incorporated herein by this reference.

The GRANTOR agrees and covenants that she shall not place any trees, bushes, undergrowth, or construct any type of buildings, sheds or any other obstructions upon or under the easement which would interfere with GRANTEE'S use of said easement. The GRANTEE has the right to remove trees, bushes, undergrowth, buildings, sheds, structures, and other obstructions interfering with the location, construction, repair and maintenance of the waterlines on the easement without repairing or replacing any obstructions. GRANTEE shall repair any underground, or above ground, irrigation appurtenances damaged during installation, repair, or maintenance of said waterlines on said easement.

GRANTOR further grants to the GRANTEE, its employees, contractors, representatives and agents the right of ingress and egress to and from the permanent easement for any and all purposes necessary and incident to the exercise of the rights hereby grant to the GRANTEE by this conveyance. GRANTOR shall, in no way, hinder or prevent the proper and reasonable use and enjoyment of said easement by GRANTEE. GRANTOR shall not withhold access to the easement by GRANTEE, its employees, contractors and agents.

The grant of this easement shall run with the land as described on exhibit "A" attached hereto and shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

The duration of this easement herein granted shall be perpetual and irrevocable.

Subject to the above terms and conditions, the GRANTOR reserves the right to use said land for any and all purposes, provided said use does not violate the above conditions and said use does not prevent the exercise by said GRANTEE of the easement granted by this instrument.

GRANTOR does hereby waive and release all rights under and by virtue of the homestead exemption laws of the State of Wyoming insofar as affected by this conveyance.

The GRANTOR, either personally or through her duly authorized representatives, has executed this Easement on the dates set out below, and certifies that she has read, understands, and agree to the terms and conditions of this Easement Grant.

DATED this ____ day of _____, 2022

Bart Alan Hitshew

Tami E Hitshew

STATE OF WYOMING }
COUNTY OF FREMONT } *ss.*

Subscribed and sworn to before me by Bart Alan & Tami E Hitshew on this _____ day of _____, 2022.

Witness my hand and official seal:

Notary Public
My Commission Expires _____

CITY OF LANDER - EXHIBIT A

DESCRIPTION of a water line easement located in the SW1/4SW1/4 (Lot 4) & NW1/4SW1/4 (Lot 3) of Section 19, Township 33 North, Range 99 West, and the SE1/4NE1/4SE1/4 & NE1/4SE1/4SE1/4 of Section 24, Township 33 North, Range 100 West of the 6th Principal Meridian, County of Fremont, State of Wyoming, more fully described as follows:

COMMENCING AT A POINT, said point being the S1/16 corner common to said Sections 19 and 24, using a bearing of N 89°22'21" E, along the north line of the SW1/4SW1/4 of said Section 19 as the bases of bearing hereon; thence S00°15'17"E, along the west line of said SW1/4SW1/4, a distance of 2.46 feet to a point, the POINT OF BEGINNING.

Thence S 89°37'31" W a distance of 657.90 feet to a point, the west boundary of the said SE1/4NE1/4SE1/4 and a parcel recorded as Document 2013-1365808 on September 4, 2013, and modified per Document 2018-1407027 on November 28, 2018, which point bears S00°18'23"E, a distance of 0.97 feet to the northwest corner of said NE1/4SE1/4SE1/4;

Thence N 00°18'23" W, along the west line of said record documents, a distance of 7.83 feet to a point, the Northwest corner of said Document 2018-1407027;

Thence S 89°52'20" E, along said document boundary, a distance of 285.54 feet to a point;

Thence N 21°32'21" E, along said document boundary, a distance of 48.15 feet to a point;

Thence leaving record document N 89°37'31" E a distance of 354.51 feet to a point, that intersects the west line of the NW1/4SW1/4 (Lot3) of said Section 19;

Thence continue N 89°37'31" E a distance of 60.97 feet to a point;

Thence N 00°22'29" W a distance of 43.00 feet to a point;

Thence N 89°37'31" E a distance of 245.49 feet to a point, that intersects the east boundary of said Document 2018-1407027;

Thence S 38°45'45" W, along said document boundary, a distance of 115.41 feet to a point, that intersects the north line of said SW1/4SW1/4 (Lot 4);

Thence S 89°22'21" W, along said north line, a distance of 23.72 feet to a point, that intersects the east boundary of said Document 2013-1365808;

Thence S 41°57'38" W, along said document boundary, a distance of 77.63 feet to a point;

Thence leaving record document S 89°37'31" W a distance of 127.20 feet to a point;

Thence N 00°22'29" W a distance of 54.00 feet to a point;

Thence S 89°37'31" W a distance of 30.53 feet to a point, the POINT OF BEGINNING.

CONTAINING: 50,576 square feet or 1.16 acres of land, more or less. The above is illustrated on a Record of Survey recorded as Document 2022-1442707 in Plat cabinet Blue, Page 187 on September 30, 2022 with Fremont County Clerk and Recorder.