

City of Cody City Council

AGENDA

Tuesday, October 17, 2017 – 7:00 p.m. (Pre-Meeting to begin at 6:45 p.m.)
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

Meeting Called to Order
Pledge of Allegiance
Moment of Silence
Roll Call
Mayor's Recognitions and Announcements

Proclamation – “Extra Mile Day”

Oath of Office – Police Officers Steven Bassett & Brandon Tillery

1. Consent Calendar

All items under the consent calendar will be acted upon in one motion unless a Councilmember or member of the public requests that an individual item be taken up under Conduct of Business.

- a. Approval of Minutes –Regular Meeting Minutes from October 3, 2017 and Special Meeting Minutes from October 10, 2017.
- b. Approve vouchers and payroll in the amount of \$1,918,872.95.
- c. Approve vouchers in the amount of \$1,784.24(Vouchers/Expenses relating to the One Cent Optional Tax).
- d. Authorize Barry Cook, City Administrator, to sign the retainage release document for the Trailhead Open Space project to Nicholson Dirt, with a release date of on or after 10/30/17.
- e. Authorize the Mayor to sign an agreement with the US Department of Justice for the national crime statistics grant (NIBRS).
- f. Authorize the Mayor to sign an agreement with the US Department of Justice for the body-worn camera grant.
- g. Approve the purchase of cyber insurance from Travelers Companies and authorize the Mayor to sign the policy endorsement.
- h. Approval a request from Park County School District #6 to close Beck Ave from 9th to 10th Street from 6 a.m. to noon to accommodate parking for the Veterans Day program. The City will provide the barricades and signage with school staff providing the placement and removal.
- i. Approve the sublease between the Park Coutny Arena Board (PCAB) and T-Mobile, noting consent to assignment/sublease amendment was approved at the July 6th meeting in referelnce to the lease agreement between the City of Cody and the Park County Arena Board.

2. Public Comment The City welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.

3. Public Hearing

4. Conduct of Business

- a. RESOLUTION 2017-12
A RESOLUTION AMENDING THE FY16-17 BUDGET.
Staff Reference: Leslie Brumage, Finance Officer
 - b. RESOLUTION 2017-13
A RESOLUTION AUTHORIZING SUBMISSION OF A PRE-APPLICATION FORM TO THE STATE LOAN AND INVESTMENT BOARD FOR A LOAN THROUGH THE STATE REVOLVING FUND ON BEHALF OF THE GOVERNING BODY FOR THE CITY OF CODY FOR THE PURPOSE OF CODY WASTEWATER TREATMENT FACILITY UPGRADE AND EXPANSION – PHASE II.
Staff Reference: Steve Payne, Public Works Director
 - c. ORDINANCE 2017-24 – SECOND READING
AN ORDINANCE AMENDING THE ACCESSORY DWELLING UNIT DEVELOPMENT STANDARDS FOR R-2 ZONING DISTRICT.
Staff Reference: Todd Stowell, City Planner
 - d. ORDINANCE 2017-21 – THIRD AND FINAL READING
AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, SECTION 3, TO THE CITY OF CODY CODE: SALES BY FRATERNAL CLUBS
Staff Reference: Scott Kolpitcke, City Attorney
 - e. ORDINANCE 2017-22 THIRD AND FINAL READING
AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, SECTION 14, TO THE CITY OF CODY CODE: LICENSE FEES
Staff Reference: Cindy Baker, Administrative Services Officer
 - f. ORDINANCE 2017-23 THIRD AND FINAL READING
AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, SECTION 9 TO THE CITY OF CODY CODE: TYPES OF LICENSES AND PERMITS
Staff Reference: Cindy Baker, Administrative Services Officer
 - g. RESOLUTION 2017-09
A RESOLUTION GIVING STAFF AUTHORITY TO APPROVE REQUEST FROM HOLDERS OF CLUB LICENSES TO DISPENSE ALCOHOL OUTSIDE THE LICENSE BUILDING.
Staff Reference: Scott Kolpitcke, City Attorney
- 5. Tabled Items
 - 6. Matters from Staff Members
 - 7. Matters from Council Members
 - 8. Adjournment

Upcoming Meetings:

Tuesday, October 31, 2017 – Work Session 4:15p.m. (tentative)
Tuesday, November 7, 2017 – Regular Council Meeting 7:00 p.m.
Tuesday, November 21, 2017 – Regular Council Meeting 7:00 p.m.

PROCLAMATION

WHEREAS, the City of Cody is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS, the City of Cody is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, the City of Cody is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, the City of Cody acknowledges the mission of Extra Mile America to create 575+ Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2017.

NOW THEREFORE, I, Matt Hall, Mayor of the City of Cody do hereby proclaim November 1, 2017 to be Extra Mile Day. I urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

Mayor Matt Hall

Attest: Cindy Baker, Clerk

**City of Cody
Council Proceedings
Tuesday, October 3, 2017**

A pre-meeting was held at 6:45 p.m. to discuss the agenda for the Regular Meeting. No action was taken.

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, October 3, 2017 at 7:00 p.m.

Present: Mayor Hall, Council Members Donny Anderson, Karen Ballinger, Landon Greer, Jerry Fritz, and Stan Wolz, City Administrator, Barry Cook, City Attorney Scott Kolpitke and Administrative Services Officer/Clerk Cindy Baker

Absent: Council Member Glenn Nielson

Mayor Hall called the meeting to order at 7:00 p.m.

Recognition – Savvy Award – Digital Interactive Overall Website

Council Member Greer made a motion seconded by Council Member Fritz to approve the consent calendar–Approval of Minutes –Regular Meeting Minutes from September 19, 2017 and Special Meeting Minutes from September 26, 2017; approve vouchers and payroll in the amount of \$680,021.32; approve vouchers in the amount of \$7,277.00(Vouchers/Expenses relating to the One Cent Optional Tax); award Bid 2017-12 to Park County Implement for (1) new John Deere 1575 w/60” mulching deck, including all options, in the amount of \$38,600.00, less trade in value of \$6,500.00, for a net amount of \$32,100.00; approve the street closure of Sheridan Avenue between 10th and 15th Streets from 3:30pm to 6:00pm, actual event running 4:00 – 5:30pm, on Tuesday, October 31st, 2017 during the Downtown Halloween Festival and sponsor cost in the amount of \$1,567.93 from the council contingency fund, require insurance for the event and complete the WYDOT application; approve the request from Northwest Family Planning and Wyoming Cancer Resource Services to celebrate National Breast Cancer Awareness Month in October - “Lights of Hope”- by allowing pink lights to be wrapped around the light post on Sheridan Avenue; approve and authorize the Cody Lions Club to use the Bob Moore Parking Lot on Friday, November 17 through Sunday, November 19, 2017 for the Annual “Turkey Shoot”. Authorize the discharging of .22 cal. Single shot target rifles for this event with conditions outlined by staff; and authorize the purchase of a Dell HD-SDI video encoder server and Aja standard to high definition converter for the Council Chambers audio/video broadcasting/recording equipment, not to exceed \$5,000 utilizing the restricted funds – PEG grant. Vote was unanimous.

RESOLUTION 2017-11

A RESOLUTION AUTHORIZING THE SUBMISSION OF A COUNTY WIDE CONSENSUS BLOCK GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR PARK COUNTY WY FOR THE CITY OF CODY TO REALLOCATE UNSPENT CONSENSUS FUNDS TO THE MOUNUMENT STREET OVERLAY PROJECT TOTALING \$18,146. Council Member Fritz made a motion seconded by Council Member Anderson to approve Resolution 2017-11. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Anderson to authorize the Mayor to sign a State Loan and Investment Board (SLIB) consensus grant application for the Monument Street overlay project. Vote was unanimous.

ORDINANCE 2017-24 FIRST READING

AN ORDINANCE AMENDING THE ACCESSORY DWELLING UNIT DEVELOPMENT STANDARDS FOR R-2 ZONING DISTRICTS. Council Member Greer made a motion seconded by Council Member Wolz to approved Ordinance 2017-24 on First Reading. Voting in favor were Council Members Wolz, Anderson, Greer, Fritz and Mayor Hall. Opposed was Council Member Ballinger. Motion carried.

ORDINANCE 2017-21 – SECOND READING

AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, SECTION 3, TO THE CITY OF CODY CODE: SALES BY FRATERNAL CLUBS. Council Member Fritz made a motion seconded by Council Member Anderson to approve Ordinance 2017-21 on Second Reading. Vote was unanimous.

ORDINANCE 2017-22 SECOND READING

AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, SECTION 14, TO THE CITY OF CODY CODE: LICENSE FEES. Council Member Greer made a motion seconded by Council Member Anderson to approve Ordinance 2017-22 on Second Reading. Vote was unanimous.

ORDINANCE 2017-23 SECOND READING

AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, SECTION 9 TO THE CITY OF CODY CODE: TYPES OF LICENSES AND PERMITS. Council Member Anderson made a motion seconded by Council Member Fritz to approve Ordinance 2017-23 on Second Reading. Vote was unanimous.

There being no further business, the Mayor adjourned the meeting at 7:25 p.m.

Matt Hall, Mayor

Cindy Baker, Administrative Service Officer

City of Cody
Council Proceedings
Tuesday, October 10, 2017

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, October 10, 2017 at 4:15 p.m.

Present: Mayor Matt Hall, Council Members Donny Anderson, Karen Ballinger, Jerry Fritz, and Stan Wolz, City Administrator, Barry Cook, and Administrative Services Officer, Cindy Baker.

Absent: Council Members Landon Greer and Glenn Nielson

Mayor Hall called the meeting to order at 4:15 p.m.

James Klessens, Forward Cody and J. Chad Stovall, USDA Representative presented the Governing Body with information on the Use of Rural Development Funds. Staff will meet with James for a more in-depth meeting of these funds. No action was taken.

Council Members Anderson, Ballinger and Mayor Hall were appointed to a Sub Committee - Audit Committee, which will meet on October 30th at 11:00.

Steve Payne, Public Works Director, presented information relating to Snow Removal 2017-2018. No action was taken.

Cindy Baker, Administrative Service Officer provided the Governing Body with the Appointed Board Committee Vacancies and Appointment Process. Staff was directed on how to proceed.

There being no further items on the agenda – meeting adjourned at 5:23 p.m.

Cindy Baker
Administrative Services Officer

Matt Hall
Mayor

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
ALLRED, SHENEA					
	13.1840.31	REFUND DEPOSIT	09/29/2017	11.00	.00
Total :				11.00	.00
Total ALLRED, SHENEA:				11.00	.00
AMERICAN FAMILY LIFE ASSUR					
	140589	AFLAC PREMIUM	09/27/2017	2,661.60	2,661.60
Total :				2,661.60	2,661.60
Total AMERICAN FAMILY LIFE ASSUR:				2,661.60	2,661.60
AMERICAN WELDING & GAS, INC.					
	05092820	OXYGEN/ACETYLENE/CYLINDER RENTAL	09/30/2017	61.35	.00
	05092821	CARBON DIOXIDE/CYLINDER RENTAL	09/30/2017	27.75	.00
Total :				89.10	.00
Total AMERICAN WELDING & GAS, INC.:				89.10	.00
BAGGS, JASON					
	1875	REC CENTER REFUND	09/26/2017	136.00	.00
Total :				136.00	.00
Total BAGGS, JASON:				136.00	.00
BAILEY ENTERPRISES INCORPORATED					
	093017	Unleaded	10/05/2017	471.60	.00
	093017	Unleaded	10/05/2017	94.16	.00
	093017	Unleaded	10/05/2017	1,241.61	.00
	093017	Diesel	10/05/2017	243.86	.00
	093017	Unleaded	10/05/2017	211.62	.00
	093017	Unleaded	10/05/2017	49.25	.00
	093017	Unleaded	10/05/2017	23.20	.00
	093017	Unleaded	10/05/2017	79.37	.00
	093017	Diesel	10/05/2017	801.23	.00
	093017	Unleaded	10/05/2017	64.11	.00
	093017	Unleaded	10/05/2017	45.76	.00
	093017	Diesel	10/05/2017	2,285.21	.00
	093017	Unleaded	10/05/2017	116.97	.00
	093017	Diesel	10/05/2017	146.48	.00
	093017	Unleaded	10/05/2017	183.69	.00
	093017	Diesel	10/05/2017	160.25	.00
	093017	Unleaded	10/05/2017	111.38	.00
	093017	Diesel	10/05/2017	247.66	.00
	093017	Unleaded	10/05/2017	342.79	.00
Total :				6,920.20	.00
Total BAILEY ENTERPRISES INCORPORATED:				6,920.20	.00
BCN TELECOM INC					
	22331584	LONG DISTANCE PHONE CALLS	09/01/2017	172.24	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				172.24	.00
Total BCN TELECOM INC:				172.24	.00
BLACK HILLS ENERGY					
	100517	UTILITIES	10/05/2017	78.43	.00
	100517	UTILITIES	10/05/2017	97.73	.00
	100517	UTILITIES	10/05/2017	370.98	.00
	100517	UTILITIES	10/05/2017	1,666.57	.00
	100517	UTILITIES	10/05/2017	4,999.70	.00
	100517	UTILITIES	10/05/2017	20.89	.00
	100517	UTILITIES	10/05/2017	5.38	.00
	100517	UTILITIES	10/05/2017	41.09	.00
	100517	UTILITIES	10/05/2017	3.17	.00
	100517	UTILITIES	10/05/2017	63.76	.00
	100517	UTILITIES	10/05/2017	18.83	.00
Total :				7,366.53	.00
Total BLACK HILLS ENERGY:				7,366.53	.00
BLANKENSHIP QUALITY CONCRETE LLC					
	1187	CONCRETE	09/25/2017	3,002.76	.00
	1187	WATER MANHOLE COVER	09/25/2017	554.00	.00
Total :				3,556.76	.00
Total BLANKENSHIP QUALITY CONCRETE LLC:				3,556.76	.00
CARQUEST AUTO PARTS					
	2874-IC-33552	Credit Repair Parts	09/05/2017	112.44-	.00
	2874-IC-33594	Credit Repair Parts	09/11/2017	22.00-	.00
	2874-IC-33642	Credit Repair Parts	09/18/2017	22.00-	.00
	2874-ID-33534	Repair Parts	09/01/2017	112.44	.00
	2874-ID-33536	Repair Parts	09/01/2017	16.07	.00
	2874-ID-33539	Shop Supplies	09/01/2017	12.50	.00
	2874-ID-33541	Credit Repair Parts	09/01/2017	22.00-	.00
	2874-ID-33548	Repair Parts	09/05/2017	3.04	.00
	2874-ID-33551	Repair Parts	09/05/2017	112.44	.00
	2874-ID-33552	Repair Parts	09/05/2017	2.66	.00
	2874-ID-33558	Repair Parts	09/06/2017	123.83	.00
	2874-ID-33560	Repair Parts	09/06/2017	5.58	.00
	2874-ID-33561	Repair Parts	09/06/2017	33.03	.00
	2874-ID-33561	Repair Parts	09/06/2017	.70	.00
	2874-ID-33571	Repair Parts	09/07/2017	31.61	.00
	2874-ID-33576	Repair Parts	09/07/2017	31.61	.00
	2874-ID-33581	Repair Parts	09/08/2017	3.50	.00
	2874-ID-33594	Repair Parts	09/11/2017	31.48	.00
	2874-ID-33613	Repair Parts	09/13/2017	8.89	.00
	2874-ID-33641	Repair Parts	09/18/2017	137.85	.00
	2874-ID-33646	Repair Parts	09/18/2017	27.34	.00
	2874-ID-33652	Repair Parts	09/19/2017	90.44	.00
	2874-ID-33658	Repair Parts	09/20/2017	23.90	.00
	2874-ID-33659	Repair Parts	09/20/2017	6.75	.00
	2874-ID-33669	Repair Parts	09/21/2017	11.02	.00
	2874-ID-33672	Repair Parts	09/21/2017	25.90	.00
	2874-ID-33678	Repair Parts	09/22/2017	9.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	2874-ID-33678	Repair Parts	09/22/2017	2.76	.00
	2874-ID-33681	Repair Parts	09/22/2017	39.31	.00
	2874-ID-33689	Repair Parts	09/25/2017	13.29	.00
	2874-ID-33708	Repair Parts	09/27/2017	24.49	.00
	2874-ID-33708	Repair Parts	09/27/2017	25.90	.00
	2874-ID-33722	Repair Parts	09/28/2017	91.07	.00
	2874-ID-33725	Repair Parts	09/29/2017	45.47	.00
	2874-ID-33727	Repair Parts	09/29/2017	26.96	.00
	2874-ID-33730	Repair Parts	09/29/2017	3.04	.00
	2874-ID-33731	Repair Parts	09/29/2017	24.50	.00
Total :				979.93	.00
Total CARQUEST AUTO PARTS:				979.93	.00
CLARK, TRACY					
	17.1110.29	REFUND DEPOSIT	10/02/2017	306.50	.00
Total :				306.50	.00
Total CLARK, TRACY:				306.50	.00
CODY VETERINARY HOSPITAL					
	17-480-2	RESTITUTION - CHARLENE MCKINLEY MC-1705-029	10/04/2017	153.50	.00
	6495-3	RESTITUTION - JOSHUA WARD MC-1703-026	10/04/2017	400.00	.00
Total :				553.50	.00
Total CODY VETERINARY HOSPITAL:				553.50	.00
COPENHAVER KATH KITCHEN KOLPITCKE LLC					
	83017	LEGAL SERVICES - AUGUST 2017	10/03/2017	6,907.92	.00
	93017	LEGAL SERVICES - SEPTEMBER 2017	10/03/2017	6,919.35	.00
Total :				13,827.27	.00
Total COPENHAVER KATH KITCHEN KOLPITCKE LLC:				13,827.27	.00
CROFT, THOMAS					
	1876	REC CENTER REFUND	09/26/2017	102.00	.00
Total :				102.00	.00
Total CROFT, THOMAS:				102.00	.00
DANA KEPNER COMPANY					
	2225888-00	Meter, C2 Omni, 2"	09/29/2017	1,153.85	.00
	2225888-00	SHIPPING	09/29/2017	23.66	.00
	2225888-01	Meter, C2 Omni, 1 1/2"	09/29/2017	1,004.00	.00
	2225888-01	SHIPPING	09/29/2017	20.14	.00
	2225892-00	SUPPLIES	09/25/2017	244.60	.00
	2225954-00	METER, 1" iPERL	09/25/2017	1,020.00	.00
	2225954-00	IPERL CABLES	09/25/2017	180.00	.00
	2225954-00	SHIPPING	09/25/2017	22.48	.00
Total :				3,668.73	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total DANA KEPNER COMPANY:				3,668.73	.00
E.D. ETNYRE & COMPANY					
	558415	CHIP SPREADER	09/21/2017	218,875.00	.00
	92817	BID BOND RETURN BID - 2017-05	09/28/2017	11,256.25	.00
Total :				230,131.25	.00
Total E.D. ETNYRE & COMPANY:				230,131.25	.00
EASTMAN, RINDA					
	0917	PERSONAL TRAINER - REC CENTER	10/02/2017	333.56	.00
Total :				333.56	.00
Total EASTMAN, RINDA:				333.56	.00
ENGINEERING ASSOCIATES					
	3709036	PROJECT NO 14111.03 WWTF PHASE 2 AERATED SYSTEMS UPGRADE FUNDING APPLICATIONS	09/20/2017	2,200.00	.00
	3709037	PROJECT NO 14111.02 WWTF PHASE 2 PROCESS DESIGN	09/20/2017	8,851.00	.00
	3709038	PROJECT NO 14111.01 WWTF PRETREATMENT BLDG EMBANKMENT	09/20/2017	1,886.72	.00
	3709038	PROJECT NO 14111.01 WWTF PRETREATMENT BLDG EMBANKMENT	09/20/2017	4,459.52	.00
	3709038	PROJECT NO 14111.01 WWTF PRETREATMENT BLDG EMBANKMENT	09/20/2017	2,229.76	.00
Total :				19,627.00	.00
Total ENGINEERING ASSOCIATES:				19,627.00	.00
FLOYD, BRYAN					
	14.3690.19	REFUND DEPOSIT	10/02/2017	67.26	.00
Total :				67.26	.00
Total FLOYD, BRYAN:				67.26	.00
FREDERICK, LAUREL					
	100417	RESTITUTION FROM DEBRA HORNECKER MC- 1706-037	10/04/2017	50.00	.00
Total :				50.00	.00
Total FREDERICK, LAUREL:				50.00	.00
GRAHAM DIETZ & ASSOCIATES					
GDA ENGINEERS	171264-00001	PARK BOUNDARY SURVEY	09/19/2017	242.50	.00
Total :				242.50	.00
Total GRAHAM DIETZ & ASSOCIATES:				242.50	.00
GREER, LANDON					
	92817	REIMBURSEMENT FOR WAM TRAVEL EXPENSES	09/28/2017	71.16	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				71.16	.00
Total GREER, LANDON:				71.16	.00
HARRIS TRUCKING AND CONSTRUCTION CO					
PARK COUNTY READY MIX	113363	SAND SLURRY	09/25/2017	727.50	.00
Total :				727.50	.00
Total HARRIS TRUCKING AND CONSTRUCTION CO:				727.50	.00
HARRIS TRUCKING AND CONSTRUCTION CO.					
	129969	JOB MATERIALS - CONTAINERS & BELTING	09/20/2017	68.00	.00
	PAY APP #10W	WASTE WATER TREATMENT FACILITY PHASE 1	10/06/2017	33,748.49	.00
	PAY APP #10W	WASTE WATER TREATMENT FACILITY PHASE 1	10/06/2017	79,769.16	.00
	PAY APP #10W	WASTE WATER TREATMENT FACILITY PHASE 1	10/06/2017	39,884.58	.00
	RET #10 WWT	WWTF - PHASE 1 RETAINGE	10/06/2017	3,749.83	.00
	RET #10 WWT	WWTF - PHASE 1 RETAINGE	10/06/2017	8,863.24	.00
	RET #10 WWT	WWTF - PHASE 1 RETAINGE	10/06/2017	4,431.62	.00
Total :				170,514.92	.00
Total HARRIS TRUCKING AND CONSTRUCTION CO.:				170,514.92	.00
HILL, TRAVIS					
	100417	RESTITUTION FROM AMANDA GUILLIAM MC-1707-040	10/04/2017	300.00	.00
Total :				300.00	.00
Total HILL, TRAVIS:				300.00	.00
JAMES B SECKMAN CPA PC					
	650	AUDIT SERVICES	10/02/2017	5,711.00	.00
	650	AUDIT SERVICES	10/02/2017	8,682.00	.00
	650	AUDIT SERVICES	10/02/2017	2,761.00	.00
	650	AUDIT SERVICES	10/02/2017	1,417.00	.00
	650	AUDIT SERVICES	10/02/2017	4,929.00	.00
Total :				23,500.00	.00
Total JAMES B SECKMAN CPA PC:				23,500.00	.00
JERRY POST PSY D PC					
POST AND ASSOCIATES	8191	PRE-EMPLOYMENT TESTING	09/18/2017	400.00	.00
POST AND ASSOCIATES	8214	PRE-EMPLOYMENT TESTING	09/20/2017	400.00	.00
Total :				800.00	.00
Total JERRY POST PSY D PC:				800.00	.00
JONES, AMY					
	0917	PERSONAL TRAINING - REC CENTER	10/03/2017	791.02	.00
Total :				791.02	.00
Total JONES, AMY:				791.02	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
KITCHEN, SCOTT					
	92917	REIMBURSEMENT FOR MILEAGE	10/02/2017	39.80	.00
Total :				39.80	.00
Total KITCHEN, SCOTT:				39.80	.00
KRUBECK, LUCAS					
	0917	PERSONAL TRAINER - REC CENTER	10/04/2017	351.81	.00
Total :				351.81	.00
Total KRUBECK, LUCAS:				351.81	.00
LEWIS, ELLA					
	100417	RESTITUTION FROM STEPHEN REX JR MC-1701-001	10/04/2017	200.00	.00
Total :				200.00	.00
Total LEWIS, ELLA:				200.00	.00
LIQUIVISION TECHNOLOGY INC					
	5778	TANK CLEANING & INSPECTION	09/26/2017	5,450.00	.00
Total :				5,450.00	.00
Total LIQUIVISION TECHNOLOGY INC:				5,450.00	.00
MALTBY, CONNIE					
	100417	RESTITUTION FROM JOHN EDWARDS MC-1606-002	10/04/2017	100.00	.00
Total :				100.00	.00
Total MALTBY, CONNIE:				100.00	.00
MANN, LANA					
	5.1422.25	REFUND DEPOSIT	09/28/2017	129.79	.00
Total :				129.79	.00
Total MANN, LANA:				129.79	.00
MIDWAY AUTO SALES					
	100417	RESTITUTION FROM MCKENZIE RAY MC-1701-015	10/04/2017	80.33	.00
Total :				80.33	.00
Total MIDWAY AUTO SALES:				80.33	.00
MOTOROLA SOLUTIONS, INC.					
	13174543	MOBILE RADIO'S	08/14/2017	14,277.75	.00
Total :				14,277.75	.00
Total MOTOROLA SOLUTIONS, INC.:				14,277.75	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
MSPS					
MOUNTAIN STATES PIPE & SUPPLY	INV5832	Itron 100W ERT, W/PLUG	09/20/2017	3,888.00	.00
MOUNTAIN STATES PIPE & SUPPLY	INV5832	Kamstrup 5/8" x 3/4" meter	09/20/2017	3,450.00	.00
MOUNTAIN STATES PIPE & SUPPLY	INV5832	SHIPPING	09/20/2017	83.96	.00
Total :				7,421.96	.00
Total MSPS:				7,421.96	.00
NCPERS WYOMING					
	92617	PREMIUM	09/26/2017	416.00	416.00
Total :				416.00	416.00
Total NCPERS WYOMING:				416.00	416.00
NORCO, INC.					
	22111631	SUPPLIES	09/30/2017	11.76	.00
Total :				11.76	.00
Total NORCO, INC.:				11.76	.00
NORTHWEST PIPE					
	1868738	Clamp Repair 8"	09/18/2017	274.96	.00
	1868738	6" Megalug for DIP, w/acc	09/18/2017	107.36	.00
	1868738	4" Megalug for PVC, w/acc.	09/18/2017	98.90	.00
Total :				481.22	.00
Total NORTHWEST PIPE:				481.22	.00
NYFFLER, RHONDA					
	100417	RESTITUTION FROM JENNIFER WEINGARTNER MC-1510-002	10/04/2017	100.00	.00
Total :				100.00	.00
Total NYFFLER, RHONDA:				100.00	.00
OAKWOOD CONSTRUCTION COMPANY					
	17.3674.10	REFUND DEPOSIT	10/03/2017	461.31	.00
Total :				461.31	.00
Total OAKWOOD CONSTRUCTION COMPANY:				461.31	.00
PARK COUNTY ANIMAL SHELTER					
	100117	ANIMAL SERVICE CONTRACT - OCT 2017	10/01/2017	3,750.00	.00
	100417	RESTITUTION FROM CHARLENE MCKINLEY MC-1705-029	10/04/2017	195.00	.00
Total :				3,945.00	.00
Total PARK COUNTY ANIMAL SHELTER:				3,945.00	.00
PARK COUNTY CIRCUIT COURT					
	100417A	CV-2017-387	10/05/2017	255.85	255.85
	100417B	CV-2017-565	10/05/2017	283.23	283.23

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				539.08	539.08
Total PARK COUNTY CIRCUIT COURT:				539.08	539.08
PARK COUNTY COURT SUPERVISED TREATMENT					
	82517	COURT SUPERVISED TREATMENT PROGRAM	08/25/2017	5,000.00	.00
Total :				5,000.00	.00
Total PARK COUNTY COURT SUPERVISED TREATMENT:				5,000.00	.00
PARK COUNTY LANDFILL					
	093017	LANDFILL CHARGES - SEPTEMBER 2017	09/30/2017	70,502.28	.00
Total :				70,502.28	.00
Total PARK COUNTY LANDFILL:				70,502.28	.00
PATTON, RICK					
	12.1630.11	REFUND OVERPAYMENT	09/05/2017	239.93	.00
Total :				239.93	.00
Total PATTON, RICK:				239.93	.00
PELIS, RYAN					
	100417	RESTITUTION - RHIANNON THOMPSON MC-1504-021	10/04/2017	47.00	.00
Total :				47.00	.00
Total PELIS, RYAN:				47.00	.00
PHILIPPS, JUDITH					
	17.5309.11	REFUND OVERPAYMENT	09/15/2017	14.35	.00
Total :				14.35	.00
Total PHILIPPS, JUDITH:				14.35	.00
POSTELL, CONSUELA					
	100417	RESTITUTION FROM KYM D ERWIN MC-1601-003	10/04/2017	11.05	.00
Total :				11.05	.00
Total POSTELL, CONSUELA:				11.05	.00
PROVIDENT LIFE & ACCIDENT INS					
	93017	UNUM OPTIONAL POLICIES PREMIUM	09/27/2017	167.06	167.06
Total :				167.06	167.06
Total PROVIDENT LIFE & ACCIDENT INS :				167.06	167.06
PULLIAM, HENRY B					
	100417	RESTITUTION FROM DENISE ROSECHANDLER MC-1704-030	10/04/2017	200.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				200.00	.00
Total PULLIAM, HENRY B:				200.00	.00
QUAD STATE INSTRUCTORS, INC					
C/O CARLA HOFMASTER	100317	ANNUAL MEMBERSHIP RENEWAL - 2018 DUES	10/03/2017	50.00	.00
Total :				50.00	.00
Total QUAD STATE INSTRUCTORS, INC:				50.00	.00
SCHLOSSER, DAVID W					
PREFERRED PLUMBING & HEATING L	0078	REPAIR TOILET - MENS ROOM CITY SHOP	09/19/2017	71.56	.00
PREFERRED PLUMBING & HEATING L	0078	REPAIR TOILET - MENS ROOM CITY SHOP	09/19/2017	71.55	.00
PREFERRED PLUMBING & HEATING L	0078	REPAIR TOILET - MENS ROOM CITY SHOP	09/19/2017	71.54	.00
PREFERRED PLUMBING & HEATING L	0078	REPAIR TOILET - MENS ROOM CITY SHOP	09/19/2017	71.54	.00
Total :				286.19	.00
Total SCHLOSSER, DAVID W:				286.19	.00
SHOSHONE MUNICIPAL PIPELINE					
	10017	SMP WATER PURCHASE - SEPTEMBER 2017	10/01/2017	147,862.46	.00
Total :				147,862.46	.00
Total SHOSHONE MUNICIPAL PIPELINE:				147,862.46	.00
SUN RIDGE SYSTEMS, INC.					
	CONF542	RIMS TRAINING	09/29/2017	285.00	.00
Total :				285.00	.00
Total SUN RIDGE SYSTEMS, INC.:				285.00	.00
SYSTEMS GRAPHICS INC					
ADVANCED INFO SYSTEMS	13999	CYCLE 2 OUTSOURCE BILLS	09/29/2017	1.80	.00
ADVANCED INFO SYSTEMS	13999	CYCLE 2 OUTSOURCE BILLS	09/29/2017	19.77	.00
ADVANCED INFO SYSTEMS	13999	CYCLE 2 OUTSOURCE BILLS	09/29/2017	30.56	.00
ADVANCED INFO SYSTEMS	13999	CYCLE 2 OUTSOURCE BILLS	09/29/2017	12.58	.00
ADVANCED INFO SYSTEMS	13999	CYCLE 2 OUTSOURCE BILLS	09/29/2017	115.03	.00
ADVANCED INFO SYSTEMS	14001	CYCLE 3 OUTSOURCE BILLS	09/29/2017	3.70	.00
ADVANCED INFO SYSTEMS	14001	CYCLE 3 OUTSOURCE BILLS	09/29/2017	40.76	.00
ADVANCED INFO SYSTEMS	14001	CYCLE 3 OUTSOURCE BILLS	09/29/2017	62.99	.00
ADVANCED INFO SYSTEMS	14001	CYCLE 3 OUTSOURCE BILLS	09/29/2017	25.94	.00
ADVANCED INFO SYSTEMS	14001	CYCLE 3 OUTSOURCE BILLS	09/29/2017	237.11	.00
Total :				550.24	.00
Total SYSTEMS GRAPHICS INC:				550.24	.00
THE OFFICE SHOP INC					
	68042	NEW COPIER - CPD	09/15/2017	9,832.63	.00
	68046	COPIER CONTRACT - POLICE	09/15/2017	306.99	.00
Total :				10,139.62	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total THE OFFICE SHOP INC:				10,139.62	.00
U S BANK PURCHASE CARD					
	100617	Disputed charge	10/06/2017	133.91	.00
	100617	Disputed charge	10/06/2017	11.54	.00
	100617	credit - star12 training	10/06/2017	12.45-	.00
	100617	star12 training	10/06/2017	261.45	.00
	100617	random testing	10/06/2017	40.00	.00
	100617	travel expenses - RIMMS Training	10/06/2017	53.00	.00
	100617	travel expenses - RIMMS Training	10/06/2017	353.40	.00
	100617	supplies	10/06/2017	248.78	.00
	100617	10-key calculator, file cabinet	10/06/2017	173.43	.00
	100617	Monitor stand, Office supplies	10/06/2017	94.18	.00
	100617	Office supplies	10/06/2017	50.38	.00
	100617	Risk assessments	10/06/2017	251.26	.00
	100617	computer equipment - cable	10/06/2017	142.12	.00
	100617	computer equipment cable	10/06/2017	27.99	.00
	100617	credit - cable	10/06/2017	27.99-	.00
	100617	desktop scanner - Admin Station 3	10/06/2017	411.00	.00
	100617	toner cartridge	10/06/2017	79.00	.00
	100617	toner cartridges	10/06/2017	165.90	.00
	100617	Phone - TCT	10/06/2017	836.68	.00
	100617	utilities - cell phones - verizon	10/06/2017	25.33	.00
	100617	Utilities - Phones - TCT	10/06/2017	886.21	.00
	100617	advertising	10/06/2017	229.52	.00
	100617	advertising	10/06/2017	244.00	.00
	100617	advertising	10/06/2017	3,357.60	.00
	100617	advertising	10/06/2017	304.00	.00
	100617	Advertising	10/06/2017	146.00	.00
	100617	Software - Google aps	10/06/2017	8,682.60	.00
	100617	Website Domain Annual Renewal	10/06/2017	400.00	.00
	100617	subscription	10/06/2017	253.00	.00
	100617	Notary Bond	10/06/2017	50.00	.00
	100617	Risk assessments	10/06/2017	263.22	.00
	100617	Computer Monitors	10/06/2017	178.02	.00
	100617	remote answer/phone headsets	10/06/2017	402.46	.00
Total Administrative Services:				18,715.54	.00
	100617	Chemicals	10/06/2017	795.00	.00
	100617	Supplies	10/06/2017	8.07	.00
	100617	Credit--Safety supplies & equipment	10/06/2017	2.00-	.00
	100617	re calibrate my chlorine sensor	10/06/2017	40.00	.00
	100617	Program supplies	10/06/2017	134.73	.00
	100617	Program supplies	10/06/2017	200.03	.00
	100617	Program supplies	10/06/2017	63.12	.00
	100617	programs	10/06/2017	27.72	.00
	100617	programs	10/06/2017	49.75	.00
	100617	programs	10/06/2017	517.16	.00
	100617	Maintenance repairs to equipment	10/06/2017	34.74	.00
	100617	American Red Cross course	10/06/2017	216.00	.00
Total Aquatics:				2,084.32	.00
	100617	Dues	10/06/2017	65.00	.00
	100617	meeting expenses	10/06/2017	120.00	.00
	100617	utilities - cell phones - verizon	10/06/2017	49.50	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total City Administrator:				234.50	.00
	100617	Western Planning Conference	10/06/2017	10.99	.00
	100617	Western Planning Conference	10/06/2017	43.45	.00
	100617	Western Planning Conference	10/06/2017	16.00	.00
	100617	Western Planning Conference	10/06/2017	7.47	.00
	100617	Western Planning Conference	10/06/2017	10.00	.00
	100617	Western Planning Conference	10/06/2017	260.97	.00
	100617	Western Planning Conference	10/06/2017	40.85	.00
	100617	Western Planning Conference	10/06/2017	11.00	.00
	100617	utilities - cell phones - verizon	10/06/2017	255.38	.00
	100617	APWA Membership Dues	10/06/2017	105.00	.00
Total Community Development:				761.11	.00
	100617	random testing	10/06/2017	36.00	.00
	100617	Random Testing Administration	10/06/2017	36.00	.00
	100617	Meals - Travel and meeting expense	10/06/2017	16.00	.00
	100617	Meals - Travel and meeting expense	10/06/2017	19.95	.00
	100617	Meals - Travel and meeting expense	10/06/2017	23.05	.00
	100617	Meals - Travel and meeting expense	10/06/2017	13.65	.00
	100617	Meals - Travel and meeting expense	10/06/2017	16.02	.00
	100617	Meals - Travel and meeting expense	10/06/2017	3.63	.00
	100617	Meals - Travel and meeting expense	10/06/2017	32.00	.00
	100617	Room for training - JB	10/06/2017	291.60	.00
	100617	Uniform expense	10/06/2017	405.94	.00
	100617	Gas for travel to meeting	10/06/2017	53.28	.00
	100617	Gas for travel to meeting	10/06/2017	47.71	.00
	100617	Battery Charger - tools	10/06/2017	99.99	.00
	100617	Wash Explorer	10/06/2017	13.00	.00
	100617	Truck supplies	10/06/2017	70.76	.00
	100617	Shipping Rubber Gloves for testing	10/06/2017	173.07	.00
	100617	Service Repair Supplies	10/06/2017	123.14	.00
	100617	Streetlight Repairs - Chamber	10/06/2017	50.59	.00
	100617	Phone - TCT	10/06/2017	86.23	.00
	100617	utilities - cell phones - verizon	10/06/2017	293.66	.00
	100617	Utilities - Phones - TCT	10/06/2017	87.34	.00
	100617	Beacon Hill Tie Line Phase 2	10/06/2017	420.08	.00
	100617	Beacon Hill Tie Line Phase 2 project	10/06/2017	178.68	.00
	100617	Beacon Hill Cleanup Material	10/06/2017	68.97	.00
	100617	Beacon Hill Tie Line Phase 2	10/06/2017	1,255.00	.00
Total Electric:				3,915.34	.00
	100617	meeting expenses - sidewalk wash - fire department	10/06/2017	170.00	.00
	100617	WAM meeting expenses - L Greer	10/06/2017	164.90	.00
	100617	meeting expenses	10/06/2017	44.03	.00
	100617	meeting expenses	10/06/2017	14.01	.00
	100617	Citizen's Academy Expense	10/06/2017	200.00	.00
	100617	meeting expenses - citizen's academy	10/06/2017	141.17	.00
	100617	meeting expenses - citizen's academy	10/06/2017	44.03	.00
	100617	meeting expenses - citizen's academy	10/06/2017	250.00	.00
	100617	Citizens academy supplies	10/06/2017	20.23	.00
Total Mayor-Council:				1,048.37	.00
	100617	Tree school food	10/06/2017	6.95	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	100617	Tree school room	10/06/2017	101.75	.00
	100617	Uniforms	10/06/2017	64.97	.00
	100617	Veteran's/Fall fertilizer	10/06/2017	170.17	.00
	100617	Burn barrels	10/06/2017	54.22	.00
	100617	Dock buoy	10/06/2017	104.91	.00
	100617	Memorial Kiosk/Office supplies	10/06/2017	23.96	.00
	100617	Office shelf	10/06/2017	101.94	.00
	100617	RR Supplies	10/06/2017	157.16	.00
	100617	Signage Beck/Mentock	10/06/2017	111.00	.00
	100617	Supplies	10/06/2017	36.99	.00
	100617	Supplies	10/06/2017	4.99	.00
	100617	Supplies	10/06/2017	8.49	.00
	100617	Supplies	10/06/2017	6.49	.00
	100617	Supplies	10/06/2017	31.98	.00
	100617	Supplies	10/06/2017	7.49	.00
	100617	Supplies	10/06/2017	148.80	.00
	100617	Supplies	10/06/2017	9.49	.00
	100617	Supplies	10/06/2017	18.99	.00
	100617	Supplies	10/06/2017	5.58	.00
	100617	Toilet repair	10/06/2017	12.99	.00
	100617	Fertilizer supplies	10/06/2017	594.74	.00
	100617	Irrigation repairs	10/06/2017	38.97	.00
	100617	Safety supplies	10/06/2017	52.92	.00
	100617	Bobcat trailer	10/06/2017	6.21	.00
	100617	Bobcat trailer	10/06/2017	6.21-	.00
	100617	Bobcat trailer	10/06/2017	522.00	.00
	100617	Bobcat trailer	10/06/2017	19.68	.00
	100617	Bunker rake	10/06/2017	631.60	.00
	100617	Parts for B07	10/06/2017	8.39	.00
	100617	Compressor	10/06/2017	18.98	.00
	100617	Engine oil	10/06/2017	6.99	.00
	100617	Marking paint	10/06/2017	19.20	.00
	100617	Marking paint	10/06/2017	7.99	.00
	100617	Hugh Smith RR	10/06/2017	28.93	.00
	100617	RR repairs	10/06/2017	10.93	.00
	100617	Irrigation repairs	10/06/2017	4.97	.00
	100617	Irrigation Trailhead	10/06/2017	9.57	.00
	100617	Phone - TCT	10/06/2017	86.02	.00
	100617	utilities - cell phones - verizon	10/06/2017	130.33	.00
	100617	Utilities - Phones - TCT	10/06/2017	87.32	.00
	100617	Weed and pest	10/06/2017	9.98	.00
	100617	Memorial Kiosk/Office supplies	10/06/2017	74.97	.00
	100617	Signage	10/06/2017	284.04	.00
	100617	Veteran's/Fall fertilizer	10/06/2017	4,778.40	.00
Total Parks Maintenance:				8,616.23	.00
	100617	Registrtrion - RIMMS Training	10/06/2017	935.00	.00
	100617	random testing	10/06/2017	40.00	.00
	100617	random testing	10/06/2017	81.00	.00
	100617	Random Testing Adminstration	10/06/2017	81.00	.00
	100617	C08 Meal - Reid Technique Training	10/06/2017	25.00	.00
	100617	C08 Meal - Reid Technique Training	10/06/2017	8.78	.00
	100617	C08 Meal - Reid Technique Training	10/06/2017	23.60	.00
	100617	C08 Meal - Reid Technique Training	10/06/2017	5.90	.00
	100617	C08 Meal - Reid Technique Training	10/06/2017	12.79	.00
	100617	C08 Meal - Reid Technique Training	10/06/2017	6.40	.00
	100617	C31 Flight for RIMSCON 2017	10/06/2017	353.40	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	100617	C31 Lodging - RIMSCON 2017	10/06/2017	101.46	.00
	100617	C31 Shuttle fees for RIMSCON 2017 training	10/06/2017	53.00	.00
	100617	Lodging C05 - Training in Casper, WY	10/06/2017	65.12-	.00
	100617	C31 Reorder new officer issue l/s shirt for Potter C09	10/06/2017	98.98	.00
	100617	C05 Uniform - cleaning	10/06/2017	6.83	.00
	100617	C18 Uniform - sunglasses	10/06/2017	34.99	.00
	100617	C14 - Uniform	10/06/2017	56.24	.00
	100617	C07 Uniform allowance	10/06/2017	70.51	.00
	100617	C22 Fuel for training at WLEA	10/06/2017	32.34	.00
	100617	C13 Gas for training at WLEA	10/06/2017	18.00	.00
	100617	C13 Gas for training at WLEA	10/06/2017	44.00	.00
	100617	C13 Gas for training at WLEA	10/06/2017	28.00	.00
	100617	C13 Gas for training at WLEA	10/06/2017	42.00	.00
	100617	C07 - Wasp/hornet killer for bomb unit	10/06/2017	3.99	.00
	100617	C31 Barrier pouches for evidence room	10/06/2017	71.50	.00
	100617	C31 Dry gas cylinder for intoximeters	10/06/2017	184.25	.00
	100617	C31 Evidence room supplies	10/06/2017	104.50	.00
	100617	C31 Office supplies	10/06/2017	41.97	.00
	100617	C31 Office supplies	10/06/2017	4.99	.00
	100617	C31 Office supplies	10/06/2017	205.83	.00
	100617	C31 Supplies for Evidence room	10/06/2017	214.62	.00
	100617	C17-Annual NASRO Membership **Duplicate Charge**	10/06/2017	40.00	.00
	100617	C08 Car wash	10/06/2017	9.00	.00
	100617	C06 Car wash	10/06/2017	9.00	.00
	100617	C06 Car wash	10/06/2017	9.00	.00
	100617	C23 Car wash	10/06/2017	9.00	.00
	100617	C21 Car wash	10/06/2017	9.00	.00
	100617	C21 Car wash	10/06/2017	9.00	.00
	100617	C11 Car wash	10/06/2017	5.26	.00
	100617	C24 - Car wash	10/06/2017	6.44	.00
	100617	C07 Car wash	10/06/2017	9.00	.00
	100617	C25 Evidence shipping	10/06/2017	19.42	.00
	100617	C14 Evidence shipping	10/06/2017	9.71	.00
	100617	C14 Evidence shipping	10/06/2017	9.71	.00
	100617	C14 - Evidence Shipping	10/06/2017	10.20	.00
	100617	C14 - Evidence Shipping	10/06/2017	11.34	.00
	100617	C14 - Evidence Shipping	10/06/2017	12.14	.00
	100617	Phone - TCT	10/06/2017	56.45	.00
	100617	utilities - cell phones - verizon	10/06/2017	1,453.72	.00
	100617	Utilities - Phones - TCT	10/06/2017	99.45	.00
	100617	Utilities - Century Link	10/06/2017	38.33	.00
	100617	C17 - NASRO ran card twice for annual membership **CREDIT**	10/06/2017	40.00-	.00
	100617	C17-Annual NASRO Membership	10/06/2017	40.00	.00
	100617	C08 Gas - Reid Technique Training	10/06/2017	41.26	.00
Total Police Department:				4,802.18	.00
	100617	caulk gun	10/06/2017	3.99	.00
	100617	supplies, tools and repairs	10/06/2017	6.99	.00
	100617	keys for auditorium	10/06/2017	41.50	.00
	100617	office supplies	10/06/2017	255.08	.00
	100617	custodial supplies	10/06/2017	41.61	.00
	100617	credit for cleaning supplies	10/06/2017	128.96-	.00
	100617	custodial supplies	10/06/2017	4,443.92	.00
	100617	batteries for auditorium	10/06/2017	57.60	.00
	100617	supplies, tools and repairs	10/06/2017	14.99	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	100617	nichol mall roof	10/06/2017	56.10	.00
	100617	pump room outlet	10/06/2017	24.18	.00
	100617	repair nichol mall roof	10/06/2017	10.23	.00
	100617	city hall lights	10/06/2017	9.99	.00
	100617	repair service room at rec	10/06/2017	105.00	.00
	100617	repairs to rec center	10/06/2017	2,892.78	.00
	100617	ice dams for rec	10/06/2017	13.48	.00
	100617	supplies, tools and repairs	10/06/2017	33.46	.00
	100617	repairs in pump room in aquatics	10/06/2017	8.08	.00
	100617	motor for pump room fan	10/06/2017	30.02	.00
	100617	wheels for chair carts	10/06/2017	34.72	.00
	100617	repair treadmill	10/06/2017	55.00	.00
	100617	motor replacement for rec center	10/06/2017	335.97	.00
	100617	repair of equipment	10/06/2017	65.04	.00
	100617	Phone - TCT	10/06/2017	91.20	.00
	100617	utilities - cell phones - verizon	10/06/2017	61.66	.00
	100617	Utilities - Phones - TCT	10/06/2017	92.31	.00
Total Public Facilities:				8,655.94	.00
	100617	random testing	10/06/2017	30.00	.00
	100617	ASAP supplies	10/06/2017	17.56	.00
	100617	Kids programs	10/06/2017	37.95	.00
	100617	tiny tots and carnival	10/06/2017	31.98	.00
	100617	ASAP movie	10/06/2017	95.00	.00
	100617	Kids programs	10/06/2017	18.70	.00
	100617	Kids programs	10/06/2017	44.88	.00
	100617	Kids programs	10/06/2017	168.38	.00
	100617	repair of equipment	10/06/2017	1,378.00	.00
	100617	flag football program supplies	10/06/2017	132.96	.00
	100617	raffle tickets for rec	10/06/2017	12.88	.00
	100617	youth sports programs	10/06/2017	217.76	.00
	100617	Youth sports programs	10/06/2017	99.40	.00
	100617	youth sports programs	10/06/2017	262.62	.00
	100617	Halloween carnival supplies	10/06/2017	752.37	.00
	100617	tiny tots and carnival	10/06/2017	19.98	.00
	100617	balls for pickle ball	10/06/2017	149.95	.00
	100617	Phone - TCT	10/06/2017	472.07	.00
	100617	utilities - cell phones - verizon	10/06/2017	126.45	.00
	100617	Utilities - Phones - TCT	10/06/2017	519.75	.00
	100617	advertising	10/06/2017	792.00	.00
	100617	Advertising Rec Center Events	10/06/2017	1,110.00	.00
	100617	adobe acrobat pro license	10/06/2017	449.00	.00
	100617	Sonic Firewall Rec Center	10/06/2017	616.62	.00
	100617	concert lodging	10/06/2017	180.00	.00
	100617	concert lodging	10/06/2017	180.00	.00
	100617	concert lodging	10/06/2017	180.00	.00
	100617	concert lodging	10/06/2017	180.00	.00
	100617	concert lodging credit	10/06/2017	180.00-	.00
	100617	concert lodging credit	10/06/2017	180.00-	.00
	100617	concert lodging credit	10/06/2017	180.00-	.00
	100617	concert lodging credit	10/06/2017	180.00-	.00
	100617	Spotify Subscription	10/06/2017	9.99	.00
	100617	inventory purchase for Rec side-swim caps	10/06/2017	240.91	.00
	100617	advertising	10/06/2017	300.00	.00
	100617	Advertising Rec Center Events	10/06/2017	228.00	.00
	100617	Advertising Rec Center Events	10/06/2017	228.00	.00
	100617	Frac Grant	10/06/2017	6.92	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total Recreation Center:				8,570.08	.00
	100617	random testing	10/06/2017	60.00	.00
	100617	random testing	10/06/2017	40.50	.00
	100617	Random Testing Adminstration	10/06/2017	40.50	.00
	100617	gasoline for casper trip	10/06/2017	41.57	.00
	100617	air chuck	10/06/2017	14.54	.00
	100617	de-icer and scraper	10/06/2017	20.29	.00
	100617	drinking water	10/06/2017	8.88	.00
	100617	glue and caulk gun	10/06/2017	23.97	.00
	100617	propane	10/06/2017	34.80	.00
	100617	quick wipes	10/06/2017	343.00	.00
	100617	cleaner and wire brush	10/06/2017	9.98	.00
	100617	propane	10/06/2017	48.00	.00
	100617	propane	10/06/2017	37.50	.00
	100617	propane	10/06/2017	21.00	.00
	100617	propane	10/06/2017	20.70	.00
	100617	deck screws	10/06/2017	10.49	.00
	100617	more deck screws	10/06/2017	6.79	.00
	100617	plywood	10/06/2017	202.20	.00
	100617	Phone - TCT	10/06/2017	84.73	.00
	100617	utilities - cell phones - verizon	10/06/2017	49.51	.00
	100617	Utilities - Phones - TCT	10/06/2017	86.04	.00
Total Solid Waste:				1,204.99	.00
	100617	Vactor Training	10/06/2017	679.40	.00
	100617	random testing	10/06/2017	60.00	.00
	100617	random testing	10/06/2017	40.50	.00
	100617	Random Testing Adminstration	10/06/2017	40.50	.00
	100617	Kyle shirts	10/06/2017	183.90	.00
	100617	Fuel salt trip	10/06/2017	158.14	.00
	100617	Baler twine for snow fence	10/06/2017	32.75	.00
	100617	Cable ties for snow fence	10/06/2017	11.18	.00
	100617	Cable ties for snow fence	10/06/2017	29.98	.00
	100617	Padlock	10/06/2017	16.99	.00
	100617	Tie wire for snow fence	10/06/2017	8.98	.00
	100617	supplies	10/06/2017	29.62	.00
	100617	Simple green for paint truck	10/06/2017	71.94	.00
	100617	Welder wire	10/06/2017	86.83	.00
	100617	Steel for Sander rack	10/06/2017	1,187.19	.00
	100617	spray foam for loader	10/06/2017	5.98	.00
	100617	Snow fence lath	10/06/2017	44.98	.00
	100617	Tie wire and lath for snow fence	10/06/2017	49.47	.00
	100617	Safety boots Jason	10/06/2017	149.99	.00
	100617	Safety vests	10/06/2017	58.65	.00
	100617	Gloves	10/06/2017	14.99	.00
	100617	Bobcat tire repair	10/06/2017	69.85	.00
	100617	2 inch trailer ball	10/06/2017	27.99	.00
	100617	Bobcat skid steer parts	10/06/2017	28.88	.00
	100617	Bobcat brooms	10/06/2017	695.12	.00
	100617	Distributor parts	10/06/2017	417.87	.00
	100617	Plow lights	10/06/2017	199.73	.00
	100617	Loader flat repair	10/06/2017	129.80	.00
	100617	Meals salt trip	10/06/2017	39.52	.00
	100617	Salt trip	10/06/2017	102.24	.00
	100617	Salt trip	10/06/2017	102.24	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	100617	Snow fence	10/06/2017	1,252.80	.00
	100617	T posts for snow fence	10/06/2017	411.25	.00
	100617	Salt lake run for salt	10/06/2017	199.23	.00
	100617	Salt Lake run for salt	10/06/2017	153.63	.00
	100617	Salt run to Salt Lake	10/06/2017	102.24	.00
	100617	Slat lake run for salt	10/06/2017	20.16	.00
	100617	Sacked concrete	10/06/2017	263.45	.00
	100617	Nuts and bolts for signs	10/06/2017	29.40	.00
	100617	Phone - TCT	10/06/2017	166.95	.00
	100617	utilities - cell phones - verizon	10/06/2017	141.33	.00
	100617	Utilities - Phones - TCT	10/06/2017	202.81	.00
	100617	Fuel Salt trip	10/06/2017	195.23	.00
Total Streets:				7,913.68	.00
	100617	Vactor Training	10/06/2017	42.46	.00
	100617	Vactor Training	10/06/2017	88.70	.00
	100617	Vactor Training	10/06/2017	88.70	.00
	100617	Vactor Training - Credit	10/06/2017	88.70-	.00
	100617	random testing	10/06/2017	4.50	.00
	100617	Random Testing Administration	10/06/2017	4.50	.00
	100617	Travel Vactor school	10/06/2017	544.20	.00
	100617	Snap ring pliers	10/06/2017	70.00	.00
	100617	tool repair	10/06/2017	3.88	.00
	100617	Steel for shop floor	10/06/2017	218.55	.00
	100617	supplies and repair parts	10/06/2017	67.90	.00
	100617	Phone - TCT	10/06/2017	42.91	.00
	100617	Utilities - Phones - TCT	10/06/2017	52.24	.00
	100617	Repair Software	10/06/2017	1,500.00	.00
	100617	A03 brakes	10/06/2017	120.00	.00
	100617	A11 throttle pedal	10/06/2017	63.00	.00
	100617	A13 sway bar link	10/06/2017	13.35	.00
	100617	B38 Wiper arm	10/06/2017	38.87	.00
	100617	Bobcat mower parts	10/06/2017	134.60	.00
	100617	C03 clutch fan	10/06/2017	914.24	.00
	100617	C05 seat belt repair	10/06/2017	85.91	.00
	100617	C06 u joint	10/06/2017	227.28	.00
	100617	Credit	10/06/2017	7.95-	.00
	100617	H02 engine parts	10/06/2017	106.84	.00
	100617	Hyd hose	10/06/2017	75.79	.00
	100617	K 22 repairs	10/06/2017	17.98	.00
	100617	Sanitation truck parts	10/06/2017	554.16	.00
	100617	Speed sensor D12	10/06/2017	118.33	.00
	100617	Tire tube	10/06/2017	14.95	.00
	100617	SUPPLIES	10/06/2017	54.12-	.00
	100617	A03 brakes	10/06/2017	301.70	.00
	100617	A03 Seat cover	10/06/2017	244.02	.00
	100617	A103 repair	10/06/2017	300.32	.00
	100617	B09 low beam pigtail	10/06/2017	4.12	.00
	100617	Credit for sales tax	10/06/2017	14.30-	.00
	100617	D10 turbo actuator	10/06/2017	1,383.75	.00
	100617	J18 Engine heater	10/06/2017	211.89	.00
	100617	Sweeper parts	10/06/2017	610.96	.00
	100617	Sweeper switches	10/06/2017	119.82	.00
	100617	supplies and repair parts	10/06/2017	66.49	.00
	100617	Inventory oil	10/06/2017	301.95	.00
	100617	Inventory oil	10/06/2017	439.45	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total Vehicle Maintenance:				9,033.24	.00
	100617	Water Certification Hank & Mike	10/06/2017	305.00	.00
	100617	Test fees Mike	10/06/2017	98.00	.00
	100617	random testing	10/06/2017	13.50	.00
	100617	Random Testing Administration	10/06/2017	13.50	.00
	100617	batteries and tape	10/06/2017	14.98	.00
	100617	marking paint	10/06/2017	59.64	.00
	100617	gloves and nuts and bolts	10/06/2017	.74	.00
	100617	safety vest	10/06/2017	14.99	.00
	100617	gloves and nuts and bolts	10/06/2017	40.98	.00
	100617	Paint for lagoon buildings	10/06/2017	251.96	.00
	100617	check valve parts for north lift station	10/06/2017	129.11	.00
	100617	Phone - TCT	10/06/2017	17.71	.00
	100617	utilities - cell phones - verizon	10/06/2017	96.00	.00
	100617	Utilities - Phones - TCT	10/06/2017	21.51	.00
	100617	calibration of lab equipment	10/06/2017	564.00	.00
Total Wastewater:				1,641.62	.00
	100617	Backhoe tires	10/06/2017	1,855.82	.00
	100617	Water Certification Hank & Mike	10/06/2017	305.00	.00
	100617	Test fees Hank	10/06/2017	98.00	.00
	100617	random testing	10/06/2017	22.50	.00
	100617	Random Testing Administration	10/06/2017	22.50	.00
	100617	Mark boots	10/06/2017	179.99	.00
	100617	boots	10/06/2017	154.99	.00
	100617	supplies	10/06/2017	4.97	.00
	100617	caulk	10/06/2017	5.98	.00
	100617	hydrant painting supplies and fittings	10/06/2017	12.78	.00
	100617	Supplies for citizens academy	10/06/2017	42.63	.00
	100617	marking paint	10/06/2017	115.20	.00
	100617	batteries	10/06/2017	23.98	.00
	100617	marking paint	10/06/2017	264.00	.00
	100617	pvc couplers	10/06/2017	7.28	.00
	100617	brass fittings	10/06/2017	1,117.74	.00
	100617	Spiral steel tapping saddle + SHIPPING	10/06/2017	226.68	.00
	100617	tapping saddle	10/06/2017	66.75	.00
	100617	3/4" poly pipe	10/06/2017	30.00	.00
	100617	galvanized riser parts	10/06/2017	464.54	.00
	100617	insulation board	10/06/2017	79.69	.00
	100617	water sample shipping	10/06/2017	51.93	.00
	100617	water sample shipping	10/06/2017	50.15	.00
	100617	water sample shipping	10/06/2017	45.90	.00
	100617	water sample shipping	10/06/2017	52.30	.00
	100617	Phone - TCT	10/06/2017	25.30	.00
	100617	utilities - cell phones - verizon	10/06/2017	120.18	.00
	100617	Utilities - Phones - TCT	10/06/2017	30.73	.00
	100617	Utilities - Century Link	10/06/2017	38.56	.00
	100617	hydrant painting supplies and fittings	10/06/2017	34.30	.00
Total Water:				5,550.37	.00
Total U S BANK PURCHASE CARD:				82,747.51	.00
UNUM LIFE INSURANCE - LIFE					
	93017	PREMIUM	09/27/2017	1,729.04	1,729.04

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	93017	Aimee C Sept Adj (prem to be pulled in oct)	09/27/2017	60.48	60.48
Total :				1,789.52	1,789.52
Total UNUM LIFE INSURANCE - LIFE:				1,789.52	1,789.52
VAN DUSEN, LISA					
	92817	REIMBURSEMENT FOR MILEAGE	10/02/2017	99.88	.00
Total :				99.88	.00
Total VAN DUSEN, LISA:				99.88	.00
WILSON, DAVID					
	1571-1	REFUND ENCROACHMENT DEPOSIT	10/03/2017	150.00	.00
Total :				150.00	.00
Total WILSON, DAVID:				150.00	.00
WYOMING DEPARTMENT OF WORKFORCE SERVICES					
WORKERS COMPENSATION DIV	93017	CONTRIBUTIONS	09/27/2017	7,429.80	7,429.80
WORKERS COMPENSATION DIV	93017	VOLUNTEERS PD	09/27/2017	10.42	10.42
WORKERS COMPENSATION DIV	93017	VOLUNTEERS REC	09/27/2017	83.38	83.38
WORKERS COMPENSATION DIV	93017	2016 Premium Credit	09/27/2017	7,338.98-	7,338.98-
Total :				184.62	184.62
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES:				184.62	184.62
WYOMING LAW ENFORCEMENT ACADEMY					
	S-10301	TRAINING - C22	08/31/2017	165.00	.00
Total :				165.00	.00
Total WYOMING LAW ENFORCEMENT ACADEMY:				165.00	.00
WYOMING MUNICIPAL POWER AGENCY					
	102517	POWER PURCHASE - SEPTEMBER 2017	10/01/2017	758,280.51	.00
Total :				758,280.51	.00
Total WYOMING MUNICIPAL POWER AGENCY:				758,280.51	.00
WYOMING RETIREMENT SYSTEM					
	146624	CONTRIBUTIONS -	09/27/2017	69,705.43	69,705.43
Total :				69,705.43	69,705.43
Total WYOMING RETIREMENT SYSTEM:				69,705.43	69,705.43
WYOMING STATE TREASURER					
UNCLAIMED PROPERTY DIVISION	100317	Unclaimed Property Remittance	10/03/2017	2,623.97	.00
Total :				2,623.97	.00
Total WYOMING STATE TREASURER:				2,623.97	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
PARK COUNTY CIRCUIT COURT					
	92017	CV-2017-387	09/20/2017	255.85	255.85
Total :				255.85	255.85
Total PARK COUNTY CIRCUIT COURT:				255.85	255.85
Grand Totals:				255.85	255.85

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
YELLOWSTONE OUT WEST					
C/O HARUSH, MIRON	2.0720.22	REFUND DEPOSIT	10/02/2017	110.32	.00
Total :				110.32	.00
Total YELLOWSTONE OUT WEST:				110.32	.00
YELLOWSTONE REGIONAL AIRPORT					
	100117	AIRPORT FUNDING	10/01/2017	15,596.34	.00
Total :				15,596.34	.00
Total YELLOWSTONE REGIONAL AIRPORT:				15,596.34	.00
Grand Totals:				1,688,321.62	75,463.31
				Payroll 10/04/17	230,295.48
					1,918,872.95

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.
- Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
BLANKENSHIP QUALITY CONCRETE LLC					
	1187-1	ADA RAMPS	09/25/2017	1,784.24	.00
Total :				1,784.24	.00
Total BLANKENSHIP QUALITY CONCRETE LLC:				1,784.24	.00
Grand Totals:				1,784.24	.00

RETAINAGE RELEASE

I the undersigned representative of the Project Owner do hereby authorize Wells Fargo Bank, NA (Depository) to release all funds from Account No. , held in the name of Nicholson Dirt Contracting (Contractor) for the project Trailhead open space on or after 10/30/17 (date).

PROJECT OWNER

City of Cody, PO Box 2200 Cody, WY 82414

Barry A. Cook, City Administrator

Date

On this, the _____ day of _____, 20____, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained. In witness hereof, I hereunto set my hand and official seal.

My Commission Expires: _____

MEETING DATE: OCTOBER 17, 2017

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

US Department of Justice National Crime Statistics Exchange Grant Agreement

ACTION TO BE TAKEN:

Authorize the Mayor to sign an agreement with the US Department of Justice for the national crime statistics grant.

SUMMARY OF INFORMATION:

The City of Cody was awarded \$60,000 from the US Department of Justice Office of Justice Programs for the implementation assistance program phase VI of the national crime statistics exchange for the NIBRS system (national incident-based reporting system). The NIBRS system is intended to improve the overall quality of crime data collected by law enforcement agencies. This grant will be used to convert the current RIMS program (records integrated management system) to the new State IBR compliant RIMS system with new hardware, new software new licensing and technical installation. This will be a shared system hosted and administered by the Park County Sheriff's office and used by the Cody Police Department, the Powell Police Department and the Park County Sheriff's Office.

FISCAL IMPACT

A budget amendment will be requested in the amount of \$60,000 for this program. No matching funds are required. The funding period for this grant begins January 1, 2018.

ATTACHMENTS

1. Agreement for the national crime statistics exchange grant

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Statistics

Office of Justice Programs

Washington, D.C. 20531

September 20, 2017

The Honorable Matt Hall
City of Cody
P.O. Drawer 2200
Cody, WY 82414

Dear Mayor Hall:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 17 FY 2017 National Crime Statistics Exchange (NCS-X-State) Implementation Assistance Program Phase VI: Support for Small and Medium Local Law Enforcement Agencies in the amount of \$60,000 for City of Cody.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Alexia D. Cooper, Program Manager at (202) 307-0582; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Mulrow".

Jeri Mulrow
Acting Director

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

September 20, 2017

The Honorable Matt Hall
City of Cody
P.O. Drawer 2200
Cody, WY 82414

Dear Mayor Hall:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(c); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/ccrt.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

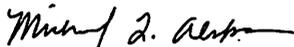
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Cody P.O. Drawer 2200 Cody, WY 82414		4. AWARD NUMBER: 2017-FU-CX-K036	
2a. GRANTEE IRS/VENDOR NO. 836001052		5. PROJECT PERIOD: FROM 01/01/2018 TO 09/30/2018 BUDGET PERIOD: FROM 01/01/2018 TO 09/30/2018	
2b. GRANTEE DUNS NO. 177929338		6. AWARD DATE 09/20/2017	7. ACTION Initial
3. PROJECT TITLE Wyoming IBRS Transition		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 60,000	
		11. TOTAL AWARD \$ 60,000	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. 3732 (BJS - general)			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.734 - Special Data Collections and Statistical Studies			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Jeri Mulrow Acting Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Matt Hall Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X C FU 50 00 00 60000		21. SFURGT0126	



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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 certifications or assurances 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.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("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. The Department of Justice ("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 42 U.S.C. 3795a), 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 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 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 2017 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>.

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

The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 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.



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4. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

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.



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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. 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.

9. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

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, \$150,000). 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 \$150,000)), and are incorporated by reference here.



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10. 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.

11. 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 "2015 DOJ Grants Financial Guide").

12. 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.

13. 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/ojptrainingguidingprinciples.htm>.

14. 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.

15. 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.



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16. 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.

17. 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."

18. 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, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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 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 the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," 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.

19. 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.



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20. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)

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, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.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.

21. 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) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

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



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22. 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.

1. 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.

2. 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.



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23. 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.

24. 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.

25. 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.

26. This project is funded as a cooperative agreement. The basis for using a cooperative agreement is the substantial involvement of the Bureau of Justice Statistics (BJS) in providing information, guidance, and direction relative to special data collections and the development of statistical studies. BJS will exercise general approval over the entire project.

27. The recipient agrees to provide performance-related data, as outlined in the program announcement, to be used to measure the results of the project.

28. Grant funds may be used only for the purposes in the recipient's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with OJP grant funds, without prior written approval from OJP.

29. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.



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30. The recipient shall provide the project manager with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentation) resulting from this agreement. Any publications, excluding press releases and newsletters, whether published at the recipient's or government's expense shall contain the following statement: This project was supported by Grant No. _____ awarded by the Bureau of Justice Statistics, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of Justice. BJS defines publications as any planned, written, visual or sound material substantively based on the project, formally prepared by the recipient for dissemination to the public.
31. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
32. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov/>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
33. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
34. Prior to providing any funds to a subrecipient under this award, the recipient is required to: (1) submit to BJS a detailed budget worksheet, budget narrative, and task plan associated with each such subrecipient and (2) receive written approval from BJS.
35. Recipients in a state with a certified NIBRS program are prohibited from reporting data directly to the FBI NIBRS and must report IBR data to their state UCR Program.
36. The recipient is required to consult at least quarterly with its state UCR Program to ensure the local incident-based reporting (IBR) transition complies with state program specifications and state IBR reporting requirements. A written summary of these consultations is to be provided to BJS within a week of their occurrence. The initial consultation between the recipient agency and the state UCR Program must occur no later than 2 weeks after the kickoff meeting with BJS.
37. The recipient is required to consult at least quarterly with the state UCR Program and/or FBI CJIS Division staff for details about IBR/NIBRS certification and other reporting requirements, as applicable. A written summary of these consultations is to be provided to BJS within a week of their occurrence. The initial consultation must occur no later than 2 weeks after the kickoff meeting with BJS.
38. If the recipient is in a state that does not have a certified NIBRS program and wishes to submit data directly to the FBI, prior to beginning the process of certification with the FBI, the recipient must obtain and submit to BJS: (1) a letter of support from its state UCR Program supporting the recipient's direct submission of data to the FBI, and (2) a written assurance that the recipient will cease direct data submission to the FBI and begin reporting incident-based data to the state UCR Program once the state program establishes a NIBRS-certified reporting capability.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Statistics

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

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PROJECT NUMBER 2017-FU-CX-K036

AWARD DATE 09/20/2017

SPECIAL CONDITIONS

39. One week prior to holding monthly teleconferences with BJS and NCS-X staff, the recipient must submit a monthly financial report to BJS that includes an updated budget worksheet detailing expenditures for the prior month.
40. Recipient agrees that activities funded under this award will be closely coordinated with related activities supported with OJP, State, local, or tribal funds.
41. No federal funds shall be used to pay for any part of air travel that includes business or first class seating except as authorized for government travel (as described in OMB Circular A-122) and specifically authorized by the grant manager in writing prior to booking such tickets.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Statistics

**AWARD CONTINUATION
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PROJECT NUMBER 2017-FU-CX-K036

AWARD DATE 09/20/2017

SPECIAL CONDITIONS

42. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Statistics

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 13 OF 13

PROJECT NUMBER 2017-FU-CX-K036

AWARD DATE 09/20/2017

SPECIAL CONDITIONS

43. 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 the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
44. 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 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).
45. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.
46. Recipient agrees that criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds will be compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
47. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <https://it.ojp.gov/technology-contacts>.
48. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Statistics

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Gerard Ramker, Deputy Director

Subject: Categorical Exclusion for City of Cody

None of the following activities will be conducted either under the OJP Federal action or a related third party action: 1) New construction; 2) Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain; 3) A renovation which will change the basic prior use of a facility or significantly change its size; 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; and 5) Implementation of a program involving the use of chemicals. Consequently, the subject Federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4.(b) of Appendix D to Part 61 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment of a project which when viewed in its entirety would not meet the criteria for a categorical exclusion.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Statistics

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**
Cooperative Agreement

PROJECT NUMBER
2017-FU-CX-K036

PAGE 1 OF 1

This project is supported under 42 U.S.C. 3732 (BJS - general)

1. STAFF CONTACT (Name & telephone number)

Alexia D. Cooper
(202) 307-0582

2. PROJECT DIRECTOR (Name, address & telephone number)

Chuck Baker
Chief of Police
1402 River View Dr
Cody, WY 82414
(307) 527-8720

3a. TITLE OF THE PROGRAM

2017 NCS-X Implementation Assistance Program: Phase VI - Support for Small and Medium Local Law Enforcement Agencies

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Wyoming IBRS Transition

5. NAME & ADDRESS OF GRANTEE

City of Cody
P.O. Drawer 2200
Cody, WY 82414

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/01/2018 TO: 09/30/2018

8. BUDGET PERIOD

FROM: 01/01/2018 TO: 09/30/2018

9. AMOUNT OF AWARD

\$ 60,000

10. DATE OF AWARD

09/20/2017

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The National Crime Statistics Exchange (NCS-X) is an effort to expand the FBI's National Incident-Based Reporting System (NIBRS) into a nationally representative system of incident-based crime statistics. BJS and the FBI are implementing NCS-X with the support of other Department of Justice agencies, including the Office for Victims of Crime. The goal of NCS-X is to enroll a sample of 400 scientifically selected law enforcement agencies to submit data to NIBRS; when these 400 new NIBRS-reporting agencies are combined with the more than 6,600 agencies that reported to NIBRS as of 2015, the nation will have a nationally representative system of incident-based crime statistics drawn from the operational data systems of local police departments. These incident-based data will draw upon the attributes and circumstances of criminal incidents and allow for more detailed and transparent descriptions of crime in communities. The current mechanism by which local law enforcement (LE) agencies report data to the FBI's NIBRS, in general, is for local LE agencies to submit data to their state UCR reporting program, and then for the state UCR program to report those data to the FBI. While the FBI does accept NIBRS data directly from a small number of law enforcement agencies, the highly preferred route of reporting is through the state UCR program. The FY2017 Phase VI solicitation furthers the goals of the NCS-X

initiative by providing funding to small and medium sized agencies in the NCS-X sample in order to assist these agencies to transition to NIBRS reporting or to develop a comprehensive plan for transitioning to NIBRS reporting via the state pipeline. Specifically, funding under this solicitation targeted the NCS-X sample of agencies with fewer than 750 or more sworn officers that are (1) are located in states in which the state UCR Programs currently have or will have by October 2017 a state ICR standard; (2) currently do not report incident-based data to their state UCR Program or to the FBI's NIBRS; (3) have not previously received funding to transition to ICR/NIBRS; and (4) are not already in the process of transitioning to ICR/NIBRS.

Under this award, Cody Police Department will upgrade their existing RMS to be NIBRS compliant. They will also work to become NIBRS certified with the state and the FBI during the project period. (CA/NCF)

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1510-0056

This form is for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR210. This information will be used by the Treasury Department to transmit payment data, by electric means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY Office of Justice Programs		OJP Grant Number/s: 2017-FU-CX-K036
AGENCY IDENTIFIER OJP	AGENCY LOCATION CODE (ALC): 15-04-0001	
ADDRESS 810 Seventh Street, NW Attn: Office of the Chief Financial Officer, Control Desk		
Washington D.C. 20531		
CONTACT PERSON NAME Office of the Chief Financial Officer, Customer Service Center		TELEPHONE NUMBER (800) 458-0786
ADDITIONAL INFORMATION		

PAYEE/COMPANY INFORMATION

NAME: City of Cody		OJP Vendor Number: 836001052
ADDRESS: P.O. Drawer 2200		
Cody WY 82414		
CONTACT PERSON NAME: The Honorable Matt Hall		TELEPHONE NUMBER: (307) 527-3461

FINANCIAL INSTITUTION INFORMATION

NAME: Wells Fargo Bank		
ADDRESS: 1401 Sheridan Ave		
Cody Wyoming 82414		
ACH COORDINATOR NAME: Andrew Majxner		TELEPHONE NUMBER: (406) 595 1861
NINE-DIGIT ROUTING TRANSIT NUMBER: 102301092		
DEPOSITOR ACCOUNT TITLE: City of Cody		
DEPOSITOR ACCOUNT NUMBER: 600016		LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input checked="" type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX		
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)		TELEPHONE NUMBER: (307) 527-3461

MEETING DATE: OCTOBER 17, 2017

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

US Department of Justice Body Worn Camera Grant Agreement

ACTION TO BE TAKEN:

Authorize the Mayor to sign an agreement with the US Department of Justice for the body-worn camera grant.

SUMMARY OF INFORMATION:

The City of Cody was awarded \$50,000 from the US Department of Justice Office of Justice Programs for the purchase of a body-worn camera system for the police department. This grant has a 50% match for a total cost of \$100,000. The City has budgeted the match amount plus additional funds to purchase a compatible in-car camera system.

FISCAL IMPACT

The total budgeted cost for the body-worn camera and in-car camera system is \$140,000. The City will receive \$50,000 in grant funds for the body-worn camera purchase.

ATTACHMENTS

1. Grant application for the body-worn camera grant

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 29, 2017

The Honorable Matthew Hall
City of Cody
P.O. Box 2200
Cody, WY 82414-2200

Dear Mayor Hall:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 17 Body-Worn Camera Policy and Implementation Program in the amount of \$50,000 for City of Cody.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Lauren Troy, Program Manager at (202) 305-1112; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Alan R. Hanson". The signature is written in a cursive, flowing style.

Alan R. Hanson
Acting Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

September 29, 2017

The Honorable Matthew Hall
City of Cody
P.O. Box 2200
Cody, WY 82414-2200

Dear Mayor Hall:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, *Equal Treatment for Faith-Based Organizations*, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Office of the Chief Financial Officer

Washington, D.C. 20531

September 29, 2017

The Honorable Matthew Hall
City of Cody
P.O. Box 2200
Cody, WY 82414 - 2200

Reference Grant Number: 2017-BC-BX-0001

Dear Mayor Hall:

I am pleased to inform you that my office has approved the following budget categories for the aforementioned grant award in the cost categories identified below:

Category	Budget
Personnel	\$0
Fringe Benefits	\$0
Travel	\$0
Equipment	\$100,000
Supplies	\$0
Construction	\$0
Contractual	\$0
Other	\$0
Total Direct Cost	\$100,000
Indirect Cost	\$0
Total Project Cost	\$100,000
Federal Funds Approved:	\$50,000
Non-Federal Share:	\$50,000
Program Income:	\$0

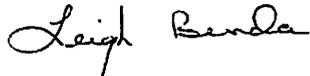
Match is required at 50% for this grant program. The required match has been met. The non-federal share that has been incorporated in the approved budget is mandatory and subject to audit.

If you have questions regarding this award, please contact:

- Program Questions, Lauren Troy, Program Manager at (202) 305-1112
- Financial Questions, the Office of Chief Financial Officer, Customer Service Center(CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Leigh Benda".

Leigh Benda
Chief Financial Officer



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 12

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Cody P.O. Box 2200 Cody, WY 82414-2200		4. AWARD NUMBER: 2017-BC-BX-0001	
2a. GRANTEE IRS/VENDOR NO. 836001052		5. PROJECT PERIOD: FROM 10/01/2017 TO 09/30/2019 BUDGET PERIOD: FROM 10/01/2017 TO 09/30/2019	
2b. GRANTEE DUNS NO. 177929338		6. AWARD DATE 09/29/2017	7. ACTION Initial
3. PROJECT TITLE City of Cody Body Worn Camera Program		8. SUPPLEMENT NUMBER 00	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).		9. PREVIOUS AWARD AMOUNT \$ 0	
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY17(BJA - Body-Worn Camera Program) Pub. L. No. 115-31, 131 Stat 135, 205		10. AMOUNT OF THIS AWARD \$ 50,000	
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.835 - Body Worn Camera Policy and Implementation Program		11. TOTAL AWARD \$ 50,000	
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Alan R. Hanson Acting Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Matthew Hall Mayor	
17. SIGNATURE OF APPROVING OFFICIAL <i>Alan R. Hanson</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B BC 80 00 00 50000		21. SBCUGT0288	



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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 certifications or assurances 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.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("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. The Department of Justice ("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 42 U.S.C. 3795a), 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 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 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 2017 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>.

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

The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 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.



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4. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

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.



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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. 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.

9. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

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, \$150,000). 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 \$150,000)), and are incorporated by reference here.



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10. 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.

11. 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 "2015 DOJ Grants Financial Guide").

12. 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.

13. 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/ojptrainingguidingprinciples.htm>.

14. 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.

15. 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.



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16. 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.

17. 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."

18. 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, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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 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 the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," 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.

19. 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.



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20. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)

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, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.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.

21. 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) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig_hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

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



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22. 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.

1. 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.

2. 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.



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23. 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.

24. 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.

25. 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.

26. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

27. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

28. 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.

29. 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 the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.



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30. 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 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).

31. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
33. The recipient acknowledges that the Office of Justice Programs (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; and (2) any rights of copyright to which a recipient or subrecipient 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 an 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, if applicable) to ensure that this condition is included in any subaward 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.



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34. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
35. The recipient agrees to submit to BJA 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. 2017-BC-BX-0001 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.
36. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
37. The recipient is authorized to obligate, expend, or draw down funds in an amount not to exceed 10% of this award for the sole purpose of developing a Body-Worn Camera (BWC) policy. The BWC policy must be submitted no later than 180 days of award acceptance, unless an extension for good cause shown has been granted by BJA. The recipient is not authorized to incur any additional obligations, make any additional expenditures, or draw down any additional funds until BJA has approved the recipient's completed BWC policy and has issued a Grant Adjustment Notice (GAN) removing this condition.
38. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
39. The recipient agrees promptly to provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements.
40. The recipient understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 12 OF 12

PROJECT NUMBER 2017-BC-BX-0001

AWARD DATE 09/29/2017

SPECIAL CONDITIONS

41. High risk: Withholding - Completion of "OJP financial management and grant administration training" required

The recipient may not obligate, expend, or draw down funds under this award until-- (1) OJP determines that the recipient's Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2015, and (2) OJP issues a Grant Adjustment Notice (GAN) to modify or remove this special condition.

Once both the POC and all FPOCs have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of a GAN to remove this condition.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at <https://ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for City of Cody

Awards under this program will be used to plan or implement a body worn camera program. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2017-BC-BX-0001

PAGE 1 OF 1

This project is supported under FY17(BJA - Body-Worn Camera Program) Pub. L. No. 115-31, 131 Stat 135, 205

1. STAFF CONTACT (Name & telephone number)

Lauren Troy
(202) 305-1112

2. PROJECT DIRECTOR (Name, address & telephone number)

Annalea Avery
Assistant Administrative Services Director
P.O. BOX 2200
Cody, WY 82414
(307) 527-3468

3a. TITLE OF THE PROGRAM

FY 17 Body-Worn Camera Policy and Implementation Program: Implementation or Expansion of BWC Programs for Small Agencies

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

City of Cody Body Worn Camera Program

5. NAME & ADDRESS OF GRANTEE

City of Cody
P.O. Box 2200
Cody, WY 82414-2200

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2017 TO: 09/30/2019

8. BUDGET PERIOD

FROM: 10/01/2017 TO: 09/30/2019

9. AMOUNT OF AWARD

\$ 50,000

10. DATE OF AWARD

09/29/2017

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Body Worn Camera Policy and Implementation program (BWC PIP) provides funding to limited public agencies (i.e., states, units of local government, (including tribal government, recognized by the Secretary of the Interior), combinations of such states or units, or any department, agency, or instrumentality of the foregoing), that perform criminal justice functions; and national and regional public and private entities, including for-profit (commercial) and nonprofit organizations (including tribal nonprofit or for-profit organizations), faith-based and community organizations, and institutions of higher education (including tribal institutions of higher education) that support initiatives to improve the functioning of the criminal justice system. For-profit organizations must agree to forgo any profit or management fee. The BWC PIP, funded under the 2017 Department of Justice Appropriations Act (P.L. 115-31), will support the implementation of body-worn camera programs in law enforcement agencies across the country. The intent of the program is to help agencies develop, implement, and evaluate a BWC program as one tool in a law enforcement agency's comprehensive problem solving approach to enhance officer safety and build community trust. Elements of such an approach include: implementation of a BWC program developed in a planned and phased approach; collaboration that leverages partnerships with cross-

agency criminal justice stakeholders including prosecutors and advocacy organizations; implementation of appropriate privacy policies; implementation of operational procedures and tracking mechanisms; training of officers, administrators, and associated agencies requiring access to digital multimedia evidence; and the adoption of practices and deployment of BWC programs appropriately addressing operational requirements. CA/NCF

MEETING DATE: OCTOBER 17, 2017

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Purchase of cyber insurance policy

ACTION TO BE TAKEN:

Approved the purchase of cyber insurance from Travelers Companies and authorize the Mayor to sign the policy endorsement.

SUMMARY OF INFORMATION:

In August 2017 staff presented options for the purchase of cyber insurance coverage from Travelers Companies, the City's current property insurance provider. Information regarding the insurance was provided by Scott Kitchen, the City's network administrator and Ron Meeker, a representative of Travelers Companies to Council at a work session. Quotes for various levels of coverage were reviewed and Council selected the \$1 million-dollar coverage level. The policy will be effective November 1, 2017 and renew annually.

FISCAL IMPACT

The cost of the cyber insurance policy is \$7,570 and will be paid by the enterprise funds this first year.

ATTACHMENTS

1. Cyber insurance quote
2. Policy specimen

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

Travelers Casualty and Surety Company of America

CYBER COVERAGE:

Third Party Liability Insuring Agreements	Limit	Retention	Continuity Date	Prior & Pending Proceeding Date
A. Network and Information Security	\$1,000,000 for each Claim	\$10,000 for each Claim	Inception	Inception
B. Communication and Media Liability	\$1,000,000 for each Claim	\$10,000 for each Claim		
C. Regulatory Defense Expenses	\$1,000,000 for each Regulatory Claim	\$10,000 for each Regulatory Claim		

CyberRisk Retroactive Date: Inception

First Party Insuring Agreements	Limit of Insurance	Retention
D. Crisis Management Event Expenses	\$1,000,000 for each Single First Party Insured Event	\$10,000 for each Single First Party Insured Event
E. Security Breach Remediation and Notification Expenses	\$1,000,000 for each Single First Party Insured Event	\$10,000 for each Single First Party Insured Event
F. Computer Program and Electronic Data Restoration Expenses	\$1,000,000 for each Single First Party Insured Event	\$10,000 for each Single First Party Insured Event
G. Computer Fraud	\$1,000,000 for each Single First Party Insured Event	\$10,000 for each Single First Party Insured Event
H. Funds Transfer Fraud	\$1,000,000 for each Single First Party Insured Event	\$10,000 for each Single First Party Insured Event
I. E-Commerce Extortion	\$1,000,000 for each Single First Party Insured Event	\$10,000 for each Single First Party Insured Event
J. Business Interruption and Additional Expenses	\$1,000,000 for each Single First Party Insured Event	

CyberRisk Waiting Period (hours): with respect to Insuring Agreement J: 12

TOTAL ANNUAL PREMIUM - \$7,570.00

(Other term options listed below, if available)

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A
 CyberRisk Policy Aggregate Limit: \$1,000,000

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Cyber Coverage:

Additional Premium Percentage: 75%
 Additional Months: 12

Run-Off Extended Reporting Period for Cyber Coverage:

Additional Premium Percentage: N/A
 Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$7,570.00	\$0.00	\$0.00	\$7,570.00	\$7,570.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 2:

CYB-2001-0710 CyberRisk Declarations
CYB-3001-0710 CyberRisk Policy

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 2:

ACF-7006-0511 Removal of Short-Rate Cancellation Endorsement
AFE-19003-0614 Acknowledgment of Defense Expenses Limitation Endorsement
AFE-19004-0115 Cap on Losses From Certified Acts of Terrorism Endorsement
AFE-19008-0115 Federal Terrorism Risk Insurance Act Disclosure
CYB-19001-0112 Replace Exclusion III. A. 8 Endorsement
CYB-19005-0217 Fines And Penalties/Consumer Redress Funds/Payment Card Expenses Insuring Agreement Endorsement – Including Chargebacks
CYB-19017-0315 Global Coverage Compliance Endorsement
CYB-19019-0217 Privacy Policy Endorsement
CYB-19046-0217 Delete War Exclusion Endorsement
CYB-19048-0217 Expand E-Commerce Extortion To Include Acts By Employees Endorsement
CYB-4036-0710 Wyoming Changes Endorsement

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 2:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

- 1 Fully completed signed and dated Acknowledgment of Defense Expenses form AFE-19003

COMMISSION: 12.50%

QUOTE NOTES:

NOTICES:

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, One Tower Square, Hartford, CT 06183.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation



CyberRisk Policyholder Benefits

Thank you for choosing Travelers for your cyber insurance needs. As our insured, Travelers provides you with innovative value-added pre and post breach risk management services at **no additional cost** to help you protect your business. These current benefits include:

Travelers eRisk Hub[®]:

Access to a private web-based portal containing information and technical resources that can assist you in the prevention of network, cyber and privacy events and support you in a timely response if an incident occurs. Travelers eRisk Hub portal powered by *NetDiligence[®]* features news, content and services from leading practitioners in risk management, computer forensics, forensic accounting, crisis communications, legal counsel, and other highly-specialized segments of cyber risk.

To register for Travelers eRisk Hub:

- 1. Go to www.eriskhub.com/travelerscyber**
 - 2. Complete the registration form. Your Access Code is 13881-197**
 - 3. Once registered, you can access the portal immediately.**
-

Please note the following:

- Travelers eRisk Hub is a private site provided to certain cyber insureds of Travelers. Please do not share portal access instructions with anyone outside your organization. You are responsible for maintaining the confidentiality of the Access Code provided.
- Travelers eRisk Hub contains a directory of experienced providers of cyber risk management and breach recovery services. Travelers does not endorse these companies or their respective services. Before you engage any of these companies, we urge you to conduct your own due diligence to ensure the companies and their services meet your needs. Unless otherwise indicated or approved, payment for services provided by these companies is your responsibility.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law.

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SPECIMEN - QUOTE 1

CyberRisk Policyholder Benefits

Travelers Cyber Coaches –

Three cybersecurity coach services are available to help your organization extend your team with expert guidance at no additional cost, as follows:

- **Breach Coach® –**
Should you experience a data breach event, you may choose to call the Breach Coach listed in the Travelers *eRisk Hub* portal for immediate triage assistance. Your initial consultation of up to one half-hour is at no additional charge. Please be aware that the Breach Coach service is provided by a third-party law firm. Therefore, contacting the Breach Coach does NOT satisfy the claim or first-party notification requirements of your policy.
- **HIPAA Coach –**
To help your organization identify the cyber related issues HIPAA raises and help minimize potential exposures, you are entitled to consult with a HIPAA Coach listed in the Travelers *eRisk Hub* portal for up to one hour.
- **Security Coach –**
Talk with a Symantec™ security professional about general cybersecurity questions for up to one hour to help strengthen your organizations security posture with actionable advice and insights listed in the Travelers *eRisk Hub* portal.

Pre-Breach Services provided by Symantec™ :

Preparation is key in helping to mitigate a potential cyber related event. To assist policyholders achieve a higher level of cybersecurity for their organizations Travelers offers the following pre-breach services from Symantec, a global leader in cybersecurity solutions accessible through the Travelers *eRisk Hub*:

- **Symantec™ Cyber Resilience Readiness Assessment and Cyber Security Professional Consultation –**
An online assessment designed for an organization to quickly understand their current cybersecurity posture while receiving an official report and up to 1 hour consultation with a Symantec security professional to help in improving areas of weakness or vulnerability.
- **Symantec™ Cyber Security Awareness Training Videos –**
Gain access to security awareness training videos as a method of defense against cybersecurity threats by promoting proactive employee behavior. These courses can be used to complement your employee training requirements.
- **Symantec™ Service Discounts –**
Obtain meaningful discounts on Symantec products and services including Managed Security Services, Norton for Small Business Software, DeepSight™ Intelligence, Endpoint Encryption, Phishing Readiness and more.
- **Risk Management Whitepapers –**
Topical insights and expertise on current cyber related trends, risks and threats that face organizations in today's business environment. Available quarterly, these resource guides will help with your organization's preparedness when it comes to cyber related events.

Certain services are being provided to you by Symantec and in using them you must agree to Symantec's terms of use & privacy policy. Travelers Casualty and Surety Company of America and its property casualty affiliates ("Travelers") makes no warranty, guarantee, or representation as to the accuracy or sufficiency of any such services. The use of the services and the implementation of any product or practices suggested by Symantec or NetDiligence is at your sole discretion. Travelers disclaims all warranties, express or implied. In no event will Travelers be liable in contract or in tort for any loss arising out of the use of the services or Symantec's or any other vendor's products. *eRisk Hub* and *Breach Coach* are registered trademarks of NetDiligence.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law.



July 13, 2017

CITY OF CODY
P.O. BOX 2200
CODY, WY 82414

Re: Important Information about **Claims Information Line**

Dear **CITY OF CODY**

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

Best regards,
Jill E Hovey



One Tower Square
Hartford, CT 06183

07/13/2017

CITY OF CODY
P.O. BOX 2200
CODY, WY 82414

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rplusonline.com)

Travelers Bond & Specialty Insurance is pleased to provide you with Risk Management PLUS+ Online, the industry's most comprehensive program for mitigating your management liability and crime exposures related to:

- Employment practices risks
- Employee Pension and Benefit Plan Fiduciary Liability
- Directors & Officers Liability
- Employee dishonesty and other crime related risks
- Kidnap and Ransom
- CyberRisk
- Identity Fraud Expense Reimbursement
- Professional liability

Risk Management PLUS+ Online is a flexible, comprehensive loss prevention program specifically designed for Travelers Bond & Specialty Insurance customers and is available to you at no additional cost. Included in the site is a library of articles, checklists and training on relevant risk mitigation, employment and management topics.

Risk Management PLUS+ Online is a full-featured knowledge base developed to aid you in more than just protection against lawsuits, but as a great resource for HR administrators, managers and executives as well. Browse from the Quick Links or News & Information sections. Share industry articles with managers and executive leaders to help develop ideas to increase workplace productivity, solutions for business issues and more!

Highlights of Risk Management PLUS+ Online services include:

- Web-based training for executives, managers and human resource personnel
- Practical solutions for problems faced in the workplace and managing your organization
- Topical webinars and weekly articles on current issues
- Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace

The attached Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

We strongly encourage you to take full advantage of this program to improve your organization.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization. As your risks evolve, so do we, through our ability to provide you with responsive risk management services.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:

The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to www.rmplusonline.com.
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP110000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:

1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, One Tower Square, Hartford, CT 06183.

ACKNOWLEDGMENT OF DEFENSE EXPENSES LIMITATION ENDORSEMENT

By signing below, the applicant understands and acknowledges that the following statements, to the extent checked, apply to the policy being applied for:

- The policy limits are reduced, and may be completely exhausted, by payment of defense expenses. In no event will Travelers be obligated to make any payments for, or to defend or continue to defend, any claim after the applicable policy limit is exhausted.
- The deductible or retention is applicable to defense expenses, and Travelers will only be obligated to make payments in excess of such amounts, subject to the policy limits set forth in the Declarations.

By signing below, the applicant acknowledges that they have read the above notice(s).

Applicant Name

Signature of Authorized Representative*

Name and Title of Authorized Representative

Date Signed

*If the applicant is electronically signing this endorsement, they must apply their electronic signature to this form by checking the Electronic Signature and Acceptance box below. By doing so, the applicant hereby consents and agrees that the use of a key pad, mouse, or other device to check the Electronic Signature and Acceptance box constitutes the applicant's signature, acceptance, and agreement as if actually signed by the applicant in writing and has the same force and effect as a signature affixed by hand.

Electronic Signature And Acceptance

This signed acknowledgment will be deemed attached to and made a part of the policy being applied for, if issued; however, it will not change any provisions of the policy. This signed acknowledgment will also be deemed attached to and made a part of any renewals or replacements of the policy unless the terms of such renewal or replacement are no longer consistent with the terms of this acknowledgment.

Right To Request Accounting Of Defense Expenses

If the policy is issued, the insured will have a right, upon written request, to an accounting of defense expenses actually expended under the policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement will be part of such policy, if issued, and incorporated therein.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM ENDORSEMENT

This endorsement modifies any Coverage Part or coverage Form included in this policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

It is agreed that:

The following is added to this policy. This provision can limit coverage for any loss arising out of a **Certified Act Of Terrorism** if such loss is otherwise covered by this policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of **Certified Acts Of Terrorism** in another endorsement to this policy.

If aggregate insured losses attributable to **Certified Acts Of Terrorism** exceed \$100 billion in a calendar year and the Company has met its insurer deductible under **TRIA**, the company will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Certified Act Of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of **TRIA**, to be an act of terrorism pursuant to **TRIA**. The criteria contained in **TRIA** for a **Certified Act Of Terrorism** include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to **TRIA**; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

TRIA means the federal Terrorism Risk Insurance Act of 2002 as amended.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number:

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE ENDORSEMENT

This endorsement applies to the insurance provided under any Coverage Part or coverage Form included in this policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

- 85% with respect to such Insured Losses occurring in calendar year 2015.
- 84% with respect to such Insured Losses occurring in calendar year 2016.
- 83% with respect to such Insured Losses occurring in calendar year 2017.
- 82% with respect to such Insured Losses occurring in calendar year 2018.
- 81% with respect to such Insured Losses occurring in calendar year 2019.
- 80% with respect to such Insured Losses occurring in calendar year 2020.

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for the terrorism coverage required by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVAL OF SHORT-RATE CANCELLATION ENDORSEMENT

This endorsement changes the following:

CyberRisk

It is agreed that:

In any cancellation, termination or non-renewal provision, any reference to computing a premium on a short rate basis is replaced with a reference to computing such premium on a pro-rata basis.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number:

ACF-7006 Ed. 05-11

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Page 1 of 1

SPECIMEN - QUOTE 1

Page 10 of 55

THE THIRD PARTY LIABILITY INSURING AGREEMENTS ARE CLAIMS MADE COVERAGES WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY. PLEASE READ ALL TERMS CAREFULLY.

CONSIDERATION CLAUSE

IN CONSIDERATION of the payment of the premium, in reliance on the statements in the **Application**, subject to the Declarations, and pursuant to all the terms, conditions, exclusions and limitations of this **CyberRisk Policy**, the Company and the **Insureds** agree as follows:

I. INSURING AGREEMENTS

THIRD PARTY LIABILITY INSURING AGREEMENTS

A. NETWORK AND INFORMATION SECURITY LIABILITY

The Company will pay on behalf of the **Insured, Loss** for any **Claim**, other than a **Regulatory Claim**, first made during the **Policy Period** or, if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, for a **Network and Information Security Wrongful Act**.

B. COMMUNICATIONS AND MEDIA LIABILITY

The Company will pay on behalf of the **Insured, Loss** for any **Claim**, other than a **Regulatory Claim**, first made during the **Policy Period** or, if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, for a **Communications and Media Wrongful Act**.

C. REGULATORY DEFENSE EXPENSES

The Company will pay on behalf of the **Insured, Defense Expenses** for any **Regulatory Claim** first made during the **Policy Period** or, if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, for a **Communications and Media Wrongful Act** or a **Network and Information Security Wrongful Act**.

FIRST PARTY INSURING AGREEMENTS

D. CRISIS MANAGEMENT EVENT EXPENSES

The Company will pay the **Insured Organization** for **Crisis Management Event Expenses** incurred by the **Insured Organization** within 12 months of, and as a result of, any **Network and Information Security Wrongful Act** or **Communications and Media Wrongful Act** taking place prior to the expiration of the **Policy Period** and reported to the Company during the **Policy Period** or, if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

E. SECURITY BREACH REMEDIATION AND NOTIFICATION EXPENSES

The Company will pay the **Insured Organization** for **Security Breach Notification Expenses** incurred by the **Insured Organization** within 12 months of, and as a result of, any **Network and Information Security Wrongful Act** taking place prior to the expiration of the **Policy Period** and reported to the Company during the **Policy Period** or, if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

F. COMPUTER PROGRAM AND ELECTRONIC DATA RESTORATION EXPENSES

The Company will pay the **Insured Organization** for **Restoration Expenses** incurred by the **Insured Organization** which are directly caused by a **Computer Violation** taking place prior to the expiration of the **Policy Period** and **Discovered** during the **Policy Period** or the Automatic Extended Period to Discover Loss.

G. COMPUTER FRAUD

The Company will pay the **Insured Organization** for **Computer Fraud Loss** incurred by the **Insured Organization** prior to the expiration of the **Policy Period** which is directly caused by **Computer Fraud Discovered** during the **Policy Period** or the Automatic Extended Period to Discover Loss.

H. FUNDS TRANSFER FRAUD

The Company will pay the **Insured Organization** for **Funds Transfer Fraud Loss** incurred by the **Insured Organization** prior to the expiration of the **Policy Period** which is directly caused by **Funds Transfer Fraud Discovered** during the **Policy Period** or the Automatic Extended Period to Discover Loss.

I. E-COMMERCE EXTORTION

The Company will pay the **Insured Organization** for **E-Commerce Extortion Expenses** resulting from **E-Commerce Extortion** taking place anywhere in the world during the **Policy Period** and **Discovered** during the **Policy Period** or the Automatic Extended Period to Discover Loss.

J. BUSINESS INTERRUPTION AND ADDITIONAL EXPENSES

The Company will pay the **Insured Organization** for **Business Interruption Loss** incurred by the **Insured Organization** which is directly caused by a **Computer System Disruption** taking place during the **Policy Period** and **Discovered** during the **Policy Period** or the Automatic Extended Period to Discover Loss.

II. DEFINITIONS

Wherever appearing in this **CyberRisk Policy**, the following words and phrases appearing in bold type will have the meanings set forth in this section **II. DEFINITIONS**:

- A. *Application*** means the application deemed to be attached to and forming a part of this **CyberRisk Policy**, including any materials submitted and statements made in connection with that application. If the **Application** uses terms or phrases that differ from the terms defined in this **CyberRisk Policy**, no inconsistency between any terms or phrases used in the **Application** and any terms defined in this **CyberRisk Policy** will waive or change any of the terms, conditions and limitations of this **CyberRisk Policy**.
- B. *Approved Service Provider*** means a service provider approved in writing by the Company.
- C. *Business Income Loss*** means, before income taxes, and only with respect to the **Insured Organization's** business operations that are dependent on a **Computer System**, net profit the **Insured Organization** would have earned, or net loss the **Insured Organization** would not have incurred or would have avoided, if there had been no **Computer System Disruption**.
- D. *Business Interruption Loss*** means the sum of **Business Income Loss** and **Extra Expense** directly resulting from a **Computer System Disruption**.

The **Business Interruption Loss** will be calculated based on the actual **Business Interruption Loss** the **Insured Organization** sustains per hour during the **Business Interruption Period of Restoration**.

Business Interruption Loss does not include:

1. contractual penalties of any nature;
2. costs or expenses incurred to update, restore, replace, or otherwise improve a **Computer System** to a level of functionality beyond that which existed prior to the loss event;
3. costs or expenses incurred to identify or remediate computer system errors or vulnerabilities;
4. any other consequential loss or damage;
5. legal cost or legal expense of any nature;
6. loss arising out of liability to any person or entity that is not an **Insured**; or
7. bank interest or investment income.

E. Business Interruption Period of Restoration means the period of time that:

1. begins with the date and time that a **Computer System Disruption** is **Discovered** and after application of the **Waiting Period** set forth in ITEM 5 of the Declarations; and
2. ends with the earlier of:
 - a. the date and time a **Computer System** is restored to substantially the level of operation that had existed prior to the **Computer System Disruption**; or
 - b. 30 days from the time that such **Computer System Disruption** was **Discovered**.

F. Change of Control means:

1. the acquisition of the **Named Insured**, or all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities, of the right to elect, appoint or designate more than fifty percent of the board of directors, board of trustees, board of managers, or functional equivalent thereof, or to exercise a majority control of the board of directors, board of trustees, board of managers, or a functional equivalent thereof, of the **Named Insured**.

G. Claim means:

1. a written demand for monetary damages or non-monetary relief;
2. a civil proceeding commenced by service of a complaint or similar pleading;
3. a criminal proceeding commenced by filing of charges;
4. a formal administrative or regulatory proceeding commenced by filing of charges, formal investigative order, service of summons or similar document;
5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,

against an **Insured** for a **Wrongful Act** .

A **Claim** is deemed to be made on the earliest date that any **Executive Officer** first receives written notice of such **Claim**. However, if any **Insured Person** who is not an **Executive Officer** first receives written notice of a **Claim** during the **Policy Period**, but no **Executive Officer** receives written notice of such **Claim** until after the **Policy Period** has expired, then such **Claim** will be deemed to have been made on the date such **Insured Person** first received written notice of the **Claim** .

H. **Communications and Media Wrongful Act** means any actual or alleged:

1. unauthorized use of, or infringement of, copyright, title, slogan, trademark, trade dress, service mark, domain name, logo or service name in the **Insured Organization's Covered Material**;
2. plagiarism or unauthorized use of a literary or artistic format, character, or performance in the **Insured Organization's Covered Material**;
3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness in the **Insured Organization's Covered Material**; or
4. defamation, libel, slander, trade libel, or other tort related to disparagement or harm to the reputation or character of any person or organization in the **Insured Organization's Covered Material**,

by, or asserted against, an **Insured Person**, in his or her capacity as such, or the **Insured Organization**.

I. **Computer Fraud** means an intentional, unauthorized and fraudulent entry of data or computer instructions directly into, or change of data or computer instructions within, a **Computer System** by a natural person or entity, other than an **Employee, Independent Contractor** or any individual under the direct supervision of the **Insured Organization**, including any such entry or change made via the internet or a **Network**, provided that such entry or change causes:

1. **Money, Securities or Other Property** to be transferred, paid or delivered;
2. an account of the **Insured Organization**, or of its customer, to be added, deleted, debited or credited; or
3. an unauthorized or fictitious account to be debited or credited.

J. **Computer Fraud Loss** means the **Insured Organization's** direct loss of **Money, Securities or Other Property** directly caused by **Computer Fraud**.

K. **Computer System** means:

1. any computer; and
2. any input, output, processing, storage or communication device, or any related network, operating system or application software, that is connected to, or used in connection with, such computer,

which is rented by, owned by, leased by, licensed to, or under the direct operational control of, the **Insured Organization**.

L. **Computer System Disruption** means the actual and measurable interruption, suspension or failure of a **Computer System** resulting directly from:

1. a **Computer Violation**; or
2. an intentional attack of a **Computer System** with protocols or instructions transmitted over the internet or another computer communication network, which triggers the use of a **Computer**

System's resources to the extent that the capacity of those resources to accommodate authorized users of such **Computer System** is depleted or diminished,

provided that the **Insured Organization** is the specific target of such **Computer Violation** or intentional attack.

M. Computer Violation means:

1. the introduction of a **Computer Virus** into a **Computer System**; or
2. damage to, or destruction of, computer programs, software or other electronic data stored within a **Computer System** by a natural person, including an **Employee**, who has: (a) gained unauthorized access to a **Computer System**; or (b) authorized access to a **Computer System** but uses such access to cause such damage or destruction.

N. Computer Virus means any malicious code which could destroy, alter, contaminate, or degrade the integrity, quality, or performance of:

1. electronic data used, or stored, in any computer system or network; or
2. a computer network, any computer application software, or a computer operating system or related network.

O. Covered Material means any content made known, displayed or disseminated via any electronic means, including websites and electronic mail.

P. Crisis Management Event Expenses means reasonable fees, costs, and expenses incurred and paid by the **Insured Organization**, with the Company's prior written consent, for public relations services recommended and provided by an **Approved Service Provider** to the **Insured Organization** to mitigate any actual or potential negative publicity resulting from any **Wrongful Act**.

Crisis Management Event Expenses do not include:

1. costs to notify any individual or entity of a **Wrongful Act** or to develop such notification documents or materials;
2. costs to determine the scope of, or whether any, **Wrongful Act** has occurred;
3. costs paid by any **Insured** intended as compensation for any individual or entity as a result of a **Wrongful Act**;
4. fees, costs or expenses the **Insured Organization** incurs to comply with any law or regulation;
5. taxes, fines, penalties, punitive, exemplary or liquidated damages, or the multiple portion of any multiplied damage award; or
6. costs or expenses incurred to replace, upgrade, improve, or maintain a **Computer System**.

Q. CyberRisk Policy means, collectively, the Declarations, the **Application**, each purchased **Third Party Liability Insuring Agreement** and **First Party Insuring Agreement**, and any endorsements attached thereto.

R. CyberRisk Policy Aggregate Limit means the amount set forth as such in ITEM 5 of the Declarations.

S. Defense Expenses means reasonable and necessary legal fees and expenses incurred by the Company or the **Insured**, with the Company's prior written consent, in the investigation, defense, settlement and appeal of a **Claim**, including costs of expert consultants and witnesses, premiums for appeal, injunction, attachment or supersedeas bonds (without the obligation to furnish such bonds) regarding such **Claim**; provided, that **Defense Expenses** will not include the salaries, wages, benefits or overhead of, or paid to, any **Insured** or any employee of such **Insured**.

- T. Discover, Discovered or Discovery** means the moment when any **Executive Officer**:
1. first becomes aware of facts that would cause a reasonable person to assume that a loss of the type covered by **Insuring Agreements F, G, H, I or J** has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known; or
 2. first receives notice in which it is alleged that the **Insured Organization** is liable to a third party under circumstances which, if true, would constitute a loss under **Insuring Agreements F, G, H, I or J**,

whichever is earlier.

- U. E-Commerce Extortion** means any threat made to the **Insured Organization** by an individual other than an identifiable **Employee**, expressing an intention to:

1. cause the **Insured Organization** to transfer, pay or deliver any funds or property using a **Computer System** without the permission, authorization, and consent of the **Insured Organization**;
2. sell or disclose information about a customer of the **Insured Organization** which is unique to the relationship of the customer and the **Insured Organization** and is not otherwise publicly available, provided such information is stored in an electronic medium in a **Computer System** and is retrievable in a perceivable form;
3. alter, damage, or destroy any computer program, software or other electronic data that is stored within a **Computer System**;
4. maliciously or fraudulently introduce a **Computer Virus** into a **Computer System** when such threat is premised upon actual or alleged unauthorized access to a **Computer System**; or
5. initiate an intentional attack on a **Computer System** that depletes system resources or impedes system access available through the internet to authorized external users of such **Computer System**,

where such threat is made for the purpose of demanding **Money, Securities**, property or services.

- V. E-Commerce Extortion Expenses** means any **Money** or **Securities** the **Insured Organization** pays, with the Company's prior written consent and pursuant to a recommendation by an **Approved Service Provider**, at the direction and demand of any person committing or allegedly committing **E-Commerce Extortion**, or loss incurred solely in, and directly from, the process of making or attempting to make such payment. The value of **E-Commerce Extortion Expenses** will be determined as of the date such **E-Commerce Extortion Expenses** are paid or lost.

E-Commerce Extortion Expenses include reasonable costs, fees and expenses incurred by the **Insured Organization**, with the Company's prior written consent and pursuant to a recommendation by an **Approved Service Provider**, to prevent or mitigate **E-Commerce Extortion Expenses**.

- W. Employee** means any natural person whose labor or service is or was engaged by and directed by the **Insured Organization**, including full-time, part-time, seasonal or temporary workers, volunteers, students, interns, or workers whose services have been leased to the **Insured Organization**.

With respect only to **Insuring Agreements F, G, H, I or J**, **Employee** also means any natural person who was or is a member of the board of directors, trustees or governors, an officer, **LLC Manager**, management committee member, general partner, or in-house general counsel of the **Insured Organization**.

Employee does not include an **Independent Contractor**.

- X. *Executive Officer*** means a member of the board of directors, board of trustees, board of managers, board of governors, officer, natural person partner, principal, risk manager, **LLC Manager**, in-house general counsel, or branch manager of the **Insured Organization**, or a functional equivalent thereof.
- Y. *Extra Expense*** means necessary expenses incurred by the **Insured Organization**, with the Company's prior written consent, and directly as a result of a **Computer System Disruption**, but only to the extent such expenses are in excess of the **Insured Organization's** normal operating expenses and reduce **Business Income Loss** and would not have been incurred had there been no **Computer System Disruption**.
- Z. *Financial Insolvency*** means:
1. the court appointment of an examiner, receiver, conservator, liquidator, trustee, or rehabilitator, or any functional equivalent position, to take control of, supervise, manage or liquidate the **Insured Organization**; or
 2. the **Insured Organization** becoming a debtor in possession under Chapter 11 of the United States Bankruptcy Code, as amended, or the equivalent of a debtor in possession under any applicable foreign law or regulation.
- AA. *Financial Institution*** means:
1. a bank, trust company, savings bank, credit union, savings and loan association, or similar thrift institution; or
 2. a stock brokerage firm, mutual fund, liquid assets fund or similar investment institution,
- provided that **Financial Institution** does not include any such entity, institution or organization that is an **Insured Organization**.
- BB. *First Party Insured Event*** means:
1. a **Computer Violation, Computer Fraud, Funds Transfer Fraud, E-Commerce Extortion or Computer System Disruption**; or
 2. with respect to **Insuring Agreements D and E**, a **Wrongful Act**.
- CC. *First Party Insuring Agreements*** means **Insuring Agreements D, E, F, G, H, I and J**.
- DD. *First Party Loss or Expenses*** means **Crisis Management Event Expenses, Security Breach Notification Expenses, Restoration Expenses, Computer Fraud Loss, Funds Transfer Fraud Loss, E-Commerce Extortion Expenses and Business Interruption Loss**.
- EE. *Funds Transfer Fraud*** means an intentional, unauthorized and fraudulent instruction transmitted by electronic means (including via telefacsimile, voice, electronic mail or electronic text) to a **Financial Institution** directing such institution to debit an account and to transfer, pay or deliver **Money** or **Securities** from such account, which instruction purports to have been transmitted by the **Insured Organization**, but was in fact transmitted by someone other than an **Employee** without the **Insured Organization's** knowledge or consent.
- FF. *Funds Transfer Fraud Loss*** means the **Insured Organization's** direct loss of **Money** or **Securities** directly caused by **Funds Transfer Fraud**.
- GG. *Identity Information*** means:
1. information concerning any natural person that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to such Act;

2. medical or health care information concerning a natural person, including “protected health information” as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations issued pursuant to such Act;
3. any private personal information concerning any natural person that is protected under any local, state, federal or foreign act, statute, rule, regulation, requirement, ordinance, common or other law, for any **Claim** subject to such act, statute, rule, regulation, requirement, ordinance, common or other law; or
4. a natural person’s driver’s license or state identification number; social security number; unpublished telephone number; credit, debit, or charge card numbers, or other financial account numbers and associated security codes, access codes, passwords or PIN numbers associated with such credit, debit, or charge card numbers, or other financial account numbers.

HH. *Independent Contractor* means any natural person who is not an **Employee** but who performs labor or service for the **Insured Organization** pursuant to a written contract or agreement. The status of an individual as an **Independent Contractor** will be determined as of the date of the alleged **Wrongful Act** or **First Party Insured Event**.

II. *Insured* means the **Insured Persons** and the **Insured Organization**.

JJ. *Insured Organization* means the **Named Insured**, any **Subsidiary**, and, only with respect to **Insuring Agreements A, B and C**, any such entity as a debtor in possession, as such term is used in Chapter 11 of the United States of America Bankruptcy Code, as amended, or the equivalent of a debtor in possession under any applicable foreign law.

KK. *Insured Person* means any natural person who was, is, or becomes a member of the board of directors, board of trustees, board of managers, board of governors, officer, **Employee**, partner, or **LLC Manager** of the **Insured Organization** for a **Wrongful Act** committed in the discharge of his or her duties as such.

In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.

LL. *LLC Manager* means any natural person who was, is or becomes a manager, member of the board of managers, or a functionally equivalent executive of an **Insured Organization** that is a limited liability company.

MM. *Loss* means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including settlements, judgments, compensatory damages, punitive or exemplary damages or the multiple portion of any multiplied damage award if insurable under the applicable law most favorable to the insurability of punitive, exemplary, or multiplied damages, prejudgment and post judgment interest, and legal fees and expenses awarded pursuant to a court order or judgment.

Loss does not include:

1. civil or criminal fines, sanctions, liquidated damages, payroll or other taxes, or damages, penalties or types of relief deemed uninsurable under applicable law;
2. amounts that constitute the cost of complying with any order for, grant of, or agreement to provide injunctive or non-monetary relief; or
3. any amount allocated to non-covered loss pursuant to section **V. CONDITIONS APPLICABLE TO ALL THIRD PARTY LIABILITY INSURING AGREEMENTS, B. ALLOCATION** .

NN. *Money* means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, bank notes, bullion, travelers’ checks, registered checks and money orders held for sale to the public.

OO. *Named Insured* means any entity named in ITEM 1 of the Declarations.

PP. *Network* means:

1. any and all services provided by or through the facilities of any electronic or computer communication system, including Fedwire, Clearing House Interbank Payment System (CHIPS), Society for Worldwide Interbank Financial Telecommunication (SWIFT) and similar interbank payment or settlement systems; and
2. automated teller machines, point of sale terminals, and other similar operating systems,

including any shared networks, internet access facilities, or other similar facilities for such systems in which the **Insured Organization** participates, allowing the input, output, examination or transfer of data or programs from one computer to a **Computer System**.

QQ. *Network and Information Security Wrongful Act* means any actual or alleged:

1. failure to prevent unauthorized access to, or use of, electronic or non-electronic data containing **Identity Information**;
2. failure to prevent the transmission of a **Computer Virus** through a **Computer System** into a computer network, any application software, or a computer operating system or related network, that is not rented, owned, leased by, licensed to, or under the direct operational control of, the **Insured Organization**;
3. failure to provide any authorized user of the **Insured Organization's** website or **Computer System** with access to such website or **Computer System**; or
4. failure to provide notification of any actual or potential unauthorized access to, or use of, data containing private or confidential information of others if such notification is required by any **Security Breach Notification Law**,

by, or asserted against, an **Insured Person**, in his or her capacity as such, or the **Insured Organization**.

RR. *Other Property* means any tangible property other than **Money** and **Securities** that has intrinsic value.

SS. *Policy Period* means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **CyberRisk Policy**.

TT. *Pollutant* means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

UU. *Potential Claim* means any **Wrongful Act** that may subsequently give rise to a **Claim**.

VV. *Regulatory Claim* means any **Claim**, in whole or in part, brought by, or on behalf of, any state attorney's general, the Federal Trade Commission, the Federal Communications Commission, or any federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity in connection with such proceeding.

WW. *Related Wrongful Act* means all **Wrongful Acts** that have as a common nexus, or are causally connected by reason of, any act or event, or a series of acts or events.

XX. *Restoration Expenses* means reasonable costs incurred by the **Insured Organization**, with the Company's prior written consent, to restore, replace or reproduce damaged or destroyed computer programs, software or other electronic data stored within a **Computer System**, or leased by the **Insured Organization**, or for which the **Insured Organization** is legally liable, to the condition that existed immediately preceding a **Computer Violation**; provided that if it is determined by the **Insured Organization** that such computer programs, software or other electronic data cannot reasonably be

restored, replaced or reproduced, then **Restoration Expenses** means only the reasonable costs incurred by the **Insured Organization**, with the Company's prior written consent, to reach such determination.

Restoration Expenses do not include:

1. expenses incurred as a result of the reconstruction of computer programs, software or other electronic data which the **Insured Organization** did not have a license to use;
2. expenses incurred to restore, replace or reproduce damaged or destroyed computer programs, software or other electronic data if such damage or destruction was caused by computer programs, software or other electronic data which the **Insured Organization** did not have a license to use;
3. expenses incurred to design, update, improve or perfect the operation or performance of computer programs, software or other electronic data; or
4. expenses incurred to redo the work product, research or analysis that was the basis of, or resulted in, any computer programs, software or other electronic data stored.

YY. Securities means:

1. written negotiable and non-negotiable instruments or contracts representing **Money** or **Other Property**; or
2. uncertificated securities,

but **Securities** does not include **Money**.

ZZ. Security Breach means unauthorized access to, or acquisition of, **Identity Information** owned, licensed, maintained or stored by the **Insured Organization**.

AAA. Security Breach Notification Expenses mean any of the following reasonable fees, costs or expenses incurred and paid by the **Insured Organization**, with the Company's prior written consent, for services recommended and provided by an **Approved Service Provider** which can be directly attributed to a **Security Breach**:

1. fees, costs or expenses to determine the persons whose **Identity Information** was accessed or acquired without their authorization;
2. fees, costs or expenses to develop documents or materials to notify the persons whose **Identity Information** was accessed or acquired without their authorization;
3. costs of mailings or other communications required to notify the persons whose **Identity Information** was accessed or acquired without their authorization;
4. costs of providing up to 365 days of credit monitoring services to persons whose **Identity Information** was accessed or acquired without their authorization, starting with the date that the **Insured Organization** first notified such persons of the **Security Breach**;
5. costs of establishing and maintaining a call center to be used by persons whose **Identity Information** was accessed or acquired without their authorization; or
6. any other fees, costs, or expenses necessary to comply with any **Security Breach Notification Law** that applies to the **Insured Organization**.

Security Breach Notification Expenses also include fees, costs or expenses associated with the purchase of an identity fraud insurance policy specifically designed to provide reimbursement of identity fraud related expenses, or similar coverage if such similar coverage is available as part of credit monitoring services, to benefit persons whose **Identity Information** was accessed or acquired without their authorization.

Security Breach Notification Expenses do not include:

1. remuneration paid to **Employees**;
2. fees, costs or expenses of outside consultants, other than the **Approved Service Provider**, retained by the **Insured Organization**, unless the Company agrees in writing to reimburse the **Insured Organization** for such fees, costs or expenses;
3. taxes, fines, penalties, punitive, exemplary or liquidated damages, or the multiple portion of any multiplied damage award imposed by law or that any **Insured** has agreed to pay for any reason;
4. gratis amounts that any **Insured** voluntarily agrees to pay to any person whose **Identity Information** was accessed or acquired without their authorization; or
5. **Crisis Management Event Expenses**.

BBB. Security Breach Notification Law means any law or regulation that requires an organization to notify persons that their personal information was or may have been accessed or acquired without their authorization.

CCC. Single First Party Insured Event means:

1. an individual **First Party Insured Event**; or
2. multiple **First Party Insured Events** that have as a common nexus, or are causally connected by reason of, any fact, circumstance, situation, event or decision.

A **Single First Party Insured Event** will be deemed to have occurred at the time the first of such **First Party Insured Events** occurred whether prior to or during the **Policy Period**.

DDD. Subsidiary means:

1. any corporation, partnership, limited liability company or other entity organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent;
2. any non-profit entity over which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** has the ability to exercise managerial control;
3. any entity operated as a joint venture, in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or indirectly, exactly 50% of the issued and outstanding voting stock and whose management and operation the **Insured Organization** solely controls, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock; or
4. subject to the provisions set forth in section **IV. CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS, H. ACQUISITIONS OR CREATIONS OF SUBSIDIARIES; PURCHASE OF ASSETS OR ASSUMPTION OF LIABILITIES**, any entity that the **Insured Organization** acquires or forms during the **Policy Period** in which the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent, or, in the case of any non-profit entity that does not issue securities, over which the **Named Insured** has the ability to exercise managerial control.

EEE. Third Party Liability Insuring Agreements means **Insuring Agreements A, B and C**.

FFF. *Waiting Period* means the number of hours following a **Computer System Disruption** before the Company is first obligated to pay **Business Interruption Loss** covered under **Insuring Agreement J**. The **Waiting Period** incepts immediately following the **Computer System Disruption**.

GGG. *Wrongful Act* means any **Network and Information Security Wrongful Act** or **Communications and Media Wrongful Act**.

All **Related Wrongful Acts** are a single **Wrongful Act** for purposes of this **CyberRisk Policy**, and all **Related Wrongful Acts** will be deemed to have occurred at the time the first of such **Related Wrongful Acts** occurred whether prior to or during the **Policy Period**.

III. EXCLUSIONS

A. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS

1. This **CyberRisk Policy** will not apply to any **Claim** or **Single First Party Insured Event** based upon or arising out of any nuclear reaction, nuclear radiation, radioactive contamination, biological or chemical contamination or to any related act or incident.
2. This **CyberRisk Policy** will not apply to any **Claim** or **Single First Party Insured Event** based upon or arising out of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalization, requisition, or destruction of, or damage to, property by or under the order of any government, public or local authority; provided that this exclusion will not apply to any "act of terrorism" as defined in the Terrorism Risk Insurance Act, as amended.
3. This **CyberRisk Policy** will not apply to any **Claim** or **Single First Party Insured Event** based upon or arising out of damage to, or destruction of, loss of, or loss of use of, any tangible property including damage to, destruction of, loss of, or loss of use of, tangible property that results from inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot.
4. This **CyberRisk Policy** will not apply to any **Claim** or **Single First Party Insured Event** for any actual or alleged bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation or loss of reputation; provided that this exclusion will not apply to that portion of any **Claim** for a **Communications and Media Wrongful Act** seeking **Loss** for emotional distress, mental anguish, humiliation or loss of reputation.
5. This **CyberRisk Policy** will not apply to any **Claim** or **Single First Party Insured Event**:
 - a. based upon or arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any **Pollutant**;
 - b. based upon or arising out of any request, demand, order, or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, any **Pollutant**; or
 - c. brought by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any **Pollutant**.
6. This **CyberRisk Policy** will not apply to any **Claim** or **Single First Party Insured Event** based upon or arising out of any fact, circumstance, situation or event that is, or reasonably would be regarded as, the basis for a **Claim** or **Single First Party Insured Event** about which any **Executive Officer** had knowledge prior to the Continuity Date set forth in ITEM 5 of the Declarations.

7. This **CyberRisk Policy** will not apply to any **Claim** or **Single First Party Insured Event** based upon or arising out of any fact, circumstance, situation, event, **Wrongful Act** or **Single First Party Insured Event** which, before the Inception Date set forth in ITEM 2 of the Declarations, was the subject of any notice of claim or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **CyberRisk Policy** is a direct renewal or replacement or which it succeeds in time.
8. This **CyberRisk Policy** will not apply to any **Claim** or **Single First Party Insured Event** based upon or arising out of any **Insured**:
 - a. committing any intentionally dishonest or fraudulent act or omission;
 - b. committing any willful violation of any statute, rule, law; or
 - c. gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled,

provided that:

- (1) with respect to the **Third Party Liability Insuring Agreements**:
 - (a) this exclusion will not apply to **Defense Expenses** and will not apply unless a final adjudication establishes that such **Insured** committed such intentionally dishonest or fraudulent act or omission, willful violation of any statute, rule or law, or gained such profit, remuneration or advantage to which such **Insured** was not legally entitled; and
 - (b) no fact pertaining to, knowledge possessed by or conduct of any **Insured Person** will be imputed to any other **Insured Person**, and only facts pertaining to, knowledge possessed by or conduct of an **Executive Officer** will be imputed to the **Insured Organization**; and
- (2) with respect to **Insuring Agreements F and J**, this exclusion will not apply to an intentionally dishonest or fraudulent act or omission, or willful violation of any statute, rule or law, by an **Employee**, or any **Employee** gaining any profit, remuneration or advantage to which such **Employee** was not legally entitled.

B. EXCLUSIONS APPLICABLE TO ALL THIRD PARTY LIABILITY INSURING AGREEMENTS AND INSURING AGREEMENTS D AND E

1. The **Third Party Liability Insuring Agreements** and **Insuring Agreements D and E** will not apply to any **Claim** or **Single First Party Insured Event** based upon or arising out of any fact, circumstance, situation, event or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding against any **Insured** as of or prior to the Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations.
2. The **Third Party Liability Insuring Agreements** and **Insuring Agreements D and E** will not apply to any **Claim** or **Single First Party Insured Event** based upon or arising out of any **Wrongful Act** by a **Subsidiary** or any related **Insured Person** occurring at any time during which such entity was not a **Subsidiary**.
3. The **Third Party Liability Insuring Agreements** and **Insuring Agreements D and E** will not apply to any **Claim** or **Single First Party Insured Event** based upon or arising out of any **Wrongful Act** taking place, in whole or in part, prior to the Retroactive Date set forth in ITEM 5 of the Declarations.
4. The **Third Party Liability Insuring Agreements** and **Insuring Agreements D and E** will not apply to any **Claim** or **Single First Party Insured Event** based upon or arising out of false, deceptive or unfair business practices or a violation of any consumer protection law, other than **Loss or First Party Loss or Expenses** directly resulting from such deceptive or unfair business

practice, or such violation, which constitutes a **Network and Information Security Wrongful Act** or a **Communications and Media Wrongful Act**.

5. The **Third Party Liability Insuring Agreements** and **Insuring Agreements D and E** will not apply to any **Claim** or **Single First Party Insured Event** based upon or arising out of any **Network and Information Security Wrongful Act** that results in:
 - a. the failure to provide access to the **Insured Organization's** website or **Computer System** that was expected or intended by any **Insured**; provided that this exclusion shall not apply if the failure to provide access occurred because the **Insured Organization** suspended its website or **Computer System** to mitigate loss arising out of:
 - (1) a **Computer Virus** that affected the **Insured Organization's** website or **Computer System**;
 - (2) an intentional attack on a **Computer System** that depletes system resources or impedes system access available through the internet to authorized external users of a **Computer System**; or
 - (3) an unauthorized breach of a **Computer System** that prevented authorized users from accessing the **Insured Organization's** website or **Computer System**; or
 - b. any internet service interruption or failure; provided that this exclusion will not apply if the interruption or failure was caused by an **Insured**.
6. The **Third Party Liability Insuring Agreements** and **Insuring Agreements D and E** will not apply to any **Claim** or **Single First Party Insured Event** based upon or arising out of any actual or alleged infringement of copyrighted software.
7. The **Third Party Liability Insuring Agreements** and **Insuring Agreements D and E** will not apply to any **Claim** or **Single First Party Insured Event** based upon or arising out of any false, factually incorrect or inaccurate **Covered Material**, provided that the **Insured** knew the material was false, factually incorrect or inaccurate at the time such **Covered Material** was first made known, displayed, or disseminated.
8. The **Third Party Liability Insuring Agreements** and **Insuring Agreements D and E** will not apply to any **Claim** or **Single First Party Insured Event** based upon or arising out of the actual or alleged obligation to make licensing fee or royalty payments, including the amount or timeliness of such payments.
9. The **Third Party Liability Insuring Agreements** and **Insuring Agreements D and E** will not apply to any **Claim** or **Single First Party Insured Event** based upon or arising out of the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, or contract price estimates, the authenticity of any goods, products or services, or the failure of any goods or services to conform with any represented quality or performance.
10. The **Third Party Liability Insuring Agreements** and **Insuring Agreements D and E** will not apply to any **Claim** or **Single First Party Insured Event** based upon or arising out of any:
 - a. misappropriation, infringement, or violation of any patent or trade secret;
 - b. distribution or sale of, or offer to distribute or sell, any goods, products or services; or
 - c. other use of any goods, products or services that actually infringes or violates any intellectual property law or right relating to the appearance, design or function of any goods, products or services.
11. The **Third Party Liability Insuring Agreements** and **Insuring Agreements D and E** will not apply to any **Claim** by, or on behalf of, any independent contractor, joint venture or venture

partner based upon or arising out of any dispute over ownership rights in the **Insured Organization's Covered Material** or services provided by such independent contractor, joint venturer or venture partner.

12. **The Third Party Liability Insuring Agreements and Insuring Agreements D and E** will not apply to any **Claim** or **Single First Party Insured Event** based upon or arising out of loss sustained by any person or organization that:

- a. creates, designs, develops or provides any content, material, or services for any **Insured**; or
- b. is an assign or heir of any such person or organization,

provided that this exclusion applies regardless of whether such content, material or services were jointly created, designed, developed or provided by any **Insured**.

13. **The Third Party Liability Insuring Agreements and Insuring Agreements D and E** will not apply to any **Claim** by, or on behalf of, or in the name or right of:

- a. any **Insured**; or
- b. any organization that at the time the **Wrongful Act** is committed, or the date the **Claim** is made: (i) is owned, operated or controlled by any **Insured**; or (ii) owns, operates or controls any **Insured**,

provided that this exclusion will not apply to:

- (1) any **Claim** in the form of a cross claim, third party claim or other claim for contribution or indemnity by an **Insured Person** and which is part of or results directly from a **Claim** which is not otherwise excluded by the terms of this **CyberRisk Policy**; or
- (2) any **Claim** under **Insuring Agreements A or B** by or on behalf of an **Employee** for a **Wrongful Act**, but only if such **Employee** did not commit or participate in the **Wrongful Act**.

14. **The Third Party Liability Insuring Agreements and Insuring Agreements D and E** will not apply to any **Claim** or **Single First Party Insured Event** based upon or arising out of any liability assumed by an **Insured** under any contract or agreement, whether oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement.

C. EXCLUSIONS APPLICABLE TO INSURING AGREEMENTS F, G, H, I AND J

1. **Insuring Agreements F, G, H, I and J** will not apply to any fees, costs and expenses incurred by the **Insured Organization** in:
- a. establishing the existence or amount of **First Party Loss or Expenses**; or
 - b. the preparation of the **Insured Organization's** proof of loss in support of **First Party Loss or Expenses**.
2. **Insuring Agreements F, G, H, I and J** will not apply to any indirect or consequential loss of any nature, including court costs and attorneys' fees incurred and paid by the **Insured Organization** in defending any suit or legal proceeding brought against the **Insured Organization**.

D. EXCLUSIONS APPLICABLE TO INSURING AGREEMENTS G AND H

1. **Insuring Agreements G and H** will not apply to loss of confidential information, including trade secrets, formulas, patents, customer information, negatives, drawings, manuscripts, prints and

other records of a similar nature, or other confidential information, intellectual property of any kind, data or computer programs.

2. **Insuring Agreements G and H** will not apply to **Computer Fraud Loss** or **Funds Transfer Fraud Loss** resulting directly or indirectly from the use or purported use of credit, debit, charge, access, convenience, identification or other cards:
 - a. in obtaining credit or funds;
 - b. in gaining access to automated teller machines which, on behalf of the **Insured Organization**, disburse **Money**, accept deposits, cash checks, drafts or similar written instruments or make credit card loans; or
 - c. in gaining access to point of sale devices, customer-bank communication devices, or similar electronic devices or electronic funds transfer systems,whether such cards were issued, or purport to have been issued, by the **Insured Organization** or by anyone other than the **Insured Organization**.
3. **Insuring Agreements G and H** will not apply to the giving or surrendering of **Money, Securities** or **Other Property** in any exchange or purchase, whether or not fraudulent.
4. **Insuring Agreements G and H** will not apply to potential income, including interest and dividends, not realized by the **Insured Organization** or a customer of the **Insured Organization**.
5. **Insuring Agreements G and H** will not apply to damages of any type for which the **Insured Organization** is legally liable, except direct compensatory damages, but not multiples thereof, arising directly from **Computer Fraud Loss** or **Funds Transfer Fraud Loss** covered under **Insuring Agreements G and H**.
6. **Insuring Agreements G and H** will not apply to **Computer Fraud Loss** or **Funds Transfer Fraud Loss** caused by an employee or director of an automated clearing house (including a Federal Reserve Bank), service bureau, electronic communications system or similar interbank payment or settlement systems (including Fedwire, CHIPS and SWIFT) or merchants who have contracted with the **Insured Organization** to perform electronic funds transfer services.
7. **Insuring Agreements G and H** will not apply to **Computer Fraud Loss** or **Funds Transfer Fraud Loss** resulting directly or indirectly from a fraudulent instruction if the sender, or anyone acting in collusion with the sender, ever had authorized access to the **Insured Organization's** password, PIN or other security code.
8. **Insuring Agreements G and H** will not apply to **Computer Fraud Loss** or **Funds Transfer Fraud Loss** resulting directly or indirectly from forged, altered or fraudulent negotiable instruments, securities, documents or written instructions or instructions used as source documentation to enter electronic data or send instructions.
9. **Insuring Agreements G and H** will not apply to loss, costs or expenses the **Insured Organization** agrees to incur, or incurs on behalf of another person or entity, when the **Insured Organization** is not legally obligated to incur such loss, costs or expenses under the Uniform Commercial Code or any other common, case or tort law, statute, rule or code anywhere in the world, including any rule or code of any clearing or similar organization.

IV. CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS

A. TERRITORY

This **CyberRisk Policy** applies to **Claims** made or **First Party Insured Events** occurring anywhere in the world.

B. RELATED CLAIMS

All **Claims** or **Potential Claims** arising out of the same **Wrongful Act** or **Related Wrongful Acts** are deemed one **Claim** or **Potential Claim**, whichever is applicable, and any such **Claim** or **Potential Claim** is deemed to be first made on the date the earliest of such **Claims** or **Potential Claims** is first made, regardless of whether such date is before or during the **Policy Period**, or if exercised, during the **Extended Reporting Period** or **Run-Off Extended Reporting Period**.

C. RETENTION

If any **Claim** gives rise to coverage under a **Third Party Liability Insuring Agreement**, or any **Single First Party Insured Event** gives rise to coverage under a **First Party Insuring Agreement**, the Company has no obligation to pay **Loss**, including **Defense Expenses**, or **First Party Loss or Expenses**, until the applicable Retention amount set forth in ITEM 5 of the Declarations has been paid by the **Insured**.

If any **Claim** is covered under more than one **Third Party Liability Insuring Agreement**, the Retention set forth in ITEM 5 of the Declarations for each applicable **Third Party Liability Insuring Agreement** will apply separately to the part of such **Claim** covered under such **Third Party Liability Insuring Agreement**, but the sum of such Retentions for such **Claim** will not exceed the largest applicable Retention set forth in ITEM 5 of the Declarations for any such **Third Party Liability Insuring Agreement**.

If a **Single First Party Insured Event** is covered under more than one **First Party Insuring Agreement**, the Retention set forth in ITEM 5 of the Declarations for each applicable **First Party Insuring Agreement** will apply separately to the part of such **Single First Party Insured Event** covered under such **First Party Insuring Agreement**, but the sum of such Retentions for such **Single First Party Insured Event** will not exceed the largest applicable Retention set forth in ITEM 5 of the Declarations for any such **First Party Insuring Agreement**.

Only with respect to a **Third Party Liability Insuring Agreement**, no Retention will apply to an **Insured Person** if indemnification by the **Insured Organization** is not permitted by law or if the **Insured Organization** is unable to make such indemnification solely by reason of its **Financial Insolvency**. The **Insured Organization** will be conclusively deemed to have indemnified all **Insured Persons** to the extent that the **Insured Organization** is permitted or required to indemnify them pursuant to law, common or statutory, or contract, or the charter or by-laws of the **Insured Organization**.

The Company, at its sole discretion, may pay all or part of the Retention amount on behalf of any **Insured**, and in such event, the **Insureds** agree to repay the Company any amounts so paid.

D. LIMITS

This limits section applies as described herein regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds** and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established.

1. The **CyberRisk Policy Aggregate Limit** is the maximum amount the Company will pay for all **Loss**, including **Defense Expenses**, and for all **First Party Loss or Expenses**.
2. If the **CyberRisk Policy Aggregate Limit** is exhausted by the payment of **Loss**, including **Defense Expenses**, or **First Party Loss or Expenses**, the premium for this **CyberRisk Policy** will be fully earned, all obligations of the Company under this **CyberRisk Policy** will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligations of any kind or nature whatsoever under this **CyberRisk Policy**.
3. Subject to the **CyberRisk Policy Aggregate Limit**:
 - a. The Company's maximum limit of liability for **Loss**, including **Defense Expenses**, for each **Claim** under **Insuring Agreements A** or **B** will not exceed the applicable limit of

liability for each **Claim** set forth in ITEM 5 of the Declarations for such Insuring Agreements.

- b. The Company's maximum limit of liability for **Defense Expenses** for each **Regulatory Claim** under **Insuring Agreement C** will not exceed the applicable limit of liability for each **Regulatory Claim** set forth in ITEM 5 of the Declarations for such Insuring Agreement.
 - c. If any **Claim** is covered under more than one of **Insuring Agreements A, B or C**, the limit of liability set forth in ITEM 5 of the Declarations for each applicable Insuring Agreement will apply separately to the part of **Loss** or, with respect to **Insuring Agreement C, Defense Expenses**, covered under such Insuring Agreement, provided that the Company's maximum limit of liability for such **Claim** will not exceed the largest applicable limit set forth in ITEM 5 of the Declarations for any such applicable Insuring Agreement.
 - d. The Company's maximum limit of insurance for **First Party Loss or Expenses** for each **Single First Party Insured Event** under **Insuring Agreements D, E, F, G, H, I or J** will not exceed the applicable limit of insurance set forth in ITEM 5 of the Declarations for such Insuring Agreements.
 - e. If any **Single First Party Insured Event** is covered under more than one of **Insuring Agreements D, E, F, G, H, I or J**, the limit of insurance set forth in ITEM 5 of the Declarations for each applicable Insuring Agreement will apply separately to the part of **First Party Loss or Expenses** covered under such Insuring Agreement, provided that the Company's maximum limit of insurance for such **Single First Party Insured Event** will not exceed the largest applicable limit set forth in ITEM 5 of the Declarations for any such applicable Insuring Agreement.
4. Payment of **Loss**, including **Defense Expenses**, under the applicable limit of liability for each **Claim** set forth in ITEM 5 of the Declarations, or payment of **First Party Loss or Expenses** under the applicable limit of insurance for each **Single First Party Insured Event** set forth in ITEM 5 of the Declarations, will reduce, and may exhaust, the **CyberRisk Policy Aggregate Limit**.

E. INSURED'S DUTIES IN THE EVENT OF A CLAIM OR A FIRST PARTY INSURED EVENT

1. The **Insured's** duty to report a **Claim** commences on the earliest date a written notice thereof is received by an **Executive Officer**. If an **Executive Officer** becomes aware that a **Claim** has been made against any **Insured**, the **Insured**, as a condition precedent to any rights under any **Third Party Liability Insuring Agreement**, must give to the Company written notice of the particulars of such **Claim**, including all facts related to any alleged **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, and the dates of the alleged events, as soon as practicable. The **Insured** agrees to give the Company such information, assistance and cooperation as it may reasonably require.
2. The **Insured's** duty to report a **First Party Insured Event** under **Insuring Agreements D or E** commences on the earliest date an **Executive Officer** reasonably believes that a **Wrongful Act** has occurred. If an **Executive Officer** reasonably believes that a **Wrongful Act** has occurred, the **Insured**, as a condition precedent to any rights under **Insuring Agreements D or E**, must give to the Company written notice of the particulars of such **First Party Insured Event**, including all facts related to the **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, and the dates of the alleged events, as soon as practicable. The **Insured** agrees to give the Company such information, assistance and cooperation as it may reasonably require.
3. After the **Insured Organization Discovers** a **First Party Insured Event** under **Insuring Agreements F, G, H or I**, or a situation that may result in **First Party Loss or Expenses** under **Insuring Agreements F, G, H or I** that exceeds 25% of the applicable Retention, the **Insured Organization** must:

- a. notify the Company as soon as possible;
 - b. notify law enforcement authorities if the **Insured Organization** has reason to believe that any **First Party Insured Event** involves a violation of law;
 - c. submit to examination under oath at the Company's request and give the Company a signed statement of the **Insured Organization's** answers;
 - d. give the Company a detailed, sworn proof of loss within 120 days; and
 - e. cooperate with the Company in the investigation and settlement of such matter.
4. After the **Insured Organization Discovers** a **First Party Insured Event** under **Insuring Agreement J**, the **Insured Organization**, as a condition precedent to any rights under **Insuring Agreement J**, must give to the Company written notice of the particulars of such **First Party Insured Event**, including all facts related to any alleged **Computer System Disruption**, the identity of the business operations affected by such **Computer System Disruption**, and the dates of the alleged events, as soon as practicable. The **Insured** agrees to give the Company such information, assistance and cooperation as it may reasonably require.
5. All notices under this section **IV. CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS, E. INSURED'S DUTIES IN THE EVENT OF A CLAIM OR A FIRST PARTY INSURED EVENT**, must be sent by email, facsimile or mail in accordance with ITEM 3 of the Declarations and will be effective upon receipt.
6. With respect to the **Third Party Liability Insuring Agreements**, the **Insured** agrees not to voluntarily settle any **Claim**, make any settlement offer, assume or admit any liability or, except at the **Insured's** own cost, voluntarily make any payment, pay or incur any **Defense Expenses**, or assume any obligation or incur any other expense, without the Company's prior written consent, such consent not to be unreasonably withheld. The Company is not liable for any settlement, **Defense Expenses**, assumed obligation or admission to which it has not consented.

F. SUBROGATION

In the event of payment of **Loss**, including **Defense Expenses**, or **First Party Loss or Expenses**, the Company is subrogated to all of the **Insured's** rights of recovery against any person or organization to the extent of such payment and the **Insured** agrees to execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights.

G. RECOVERIES

All recoveries from third parties for payments of **Loss**, including **Defense Expenses**, or **First Party Loss or Expenses**, will be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

1. first, to the Company to reimburse the Company for any Retention amount it has paid on behalf of any **Insured**;
2. second, to the **Insured** to reimburse the **Insured** for any amount that would have been paid under this **CyberRisk Policy** but for the fact that it is in excess of the applicable limits hereunder;
3. third, to the Company to reimburse the Company for any amount paid to the **Insured** under this **CyberRisk Policy**;
4. fourth, to the **Insured** in satisfaction of any applicable Retention; and
5. fifth, to the **Insured** in satisfaction of any loss or expenses not covered under this **CyberRisk Policy**.

Provided, however, that such recoveries do not include any recovery:

- a. from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit; or
- b. of **First Party Loss or Expenses** that consist of original **Securities** after duplicates of them have been issued.

H. ACQUISITIONS OR CREATIONS OF SUBSIDIARIES; PURCHASE OF ASSETS OR ASSUMPTION OF LIABILITIES

If, during the **Policy Period**, the **Insured Organization**:

1. acquires or creates another entity that as a result of such acquisition or creation becomes a **Subsidiary**;
2. acquires any entity by such entity's merger into, or consolidation with, the **Insured Organization** such that the **Insured Organization** is the surviving entity; or
3. purchases assets or assumes liabilities of another entity, without acquiring such entity,

then this **CyberRisk Policy** will provide coverage with respect to such acquisition, creation, purchased assets, or assumed liabilities, subject to all of its terms, conditions and limitations, as follows:

- a. If the total assets of any such acquired or created entity, or the combined total amount of the purchased assets or assumed liabilities of such other entity, are less than 30% of the consolidated assets of the **Insured Organization** as of the **Insured Organization's** most recent financial statements prior to the inception date of the **Policy Period**, then such acquisition, creation, purchased assets, or assumed liabilities will be covered, subject to the following:
 - (1) with respect to **Insuring Agreements A, B, C, D and E**, such coverage will only extend to **Wrongful Acts** taking place after such acquisition, creation, purchase, or assumption, unless the Company agrees, after presentation of a complete application and all appropriate information, to provide coverage by endorsement for **Wrongful Acts** taking place before such acquisition, creation, purchase or assumption; and
 - (2) with respect to **Insuring Agreements F, G, H, I and J**, such coverage will only extend to any **First Party Insured Event** taking place in its entirety, and which is **Discovered**, after such acquisition, creation, purchase, or assumption, and only if:
 - (a) such acquisition, creation, purchase, or assumption was not regulatory-assisted or was not the subject of any regulatory cease and desist order, memorandum of understanding or letter of agreement; and
 - (b) the entity acquired, or from which the assets were purchased or liabilities were assumed, had no paid or pending losses during the three year period before the date of such acquisition, purchase, or assumption of the type covered by **Insuring Agreements F, G, H, I or J** in excess of the applicable retention for such entity.
- b. With respect to any other acquisition, creation, purchase of assets, or assumption of liabilities not described within a. above, such acquisition, creation, purchased assets, or assumed liabilities will be covered, but only for the lesser of the remainder of the **Policy Period** or 90 days following the effective date of such acquisition, creation, purchase or assumption (the "Automatic Coverage Period"), subject to the following:

- (1) with respect to **Insuring Agreements A, B, C, D and E**, such coverage will only extend to **Wrongful Acts** taking place after such acquisition, creation, purchase, or assumption; and
- (2) with respect to **Insuring Agreements F, G, H, I and J**, such coverage will only extend to any **First Party Insured Event** taking place in its entirety, and which is **Discovered**, after such acquisition, creation, purchase, or assumption.

As a condition precedent to further coverage with respect to such acquisition, creation, purchased assets, or assumed liabilities after such Automatic Coverage Period, the **Named Insured** must give written notice of such acquisition, creation, purchase, or assumption as soon as practicable but in no event later than 60 days following the effective date of such acquisition, creation, purchase, or assumption, and must promptly provide the Company such information as the Company may request. Upon receipt of such notice and other information, the Company will, at its option, provide the **Named Insured** a quotation for coverage under this **CyberRisk Policy** with respect to such acquisition, creation, purchased assets, or assumed liabilities for the remainder of the **Policy Period**. If the **Named Insured** fails to comply with such condition precedent, or within 60 days following receipt of any such quotation, the **Named Insured** fails to pay any additional premium or fails to agree to any additional or amended coverage terms, conditions, exclusions or limitations set forth in such quotation, coverage otherwise afforded by this section for such acquisition, creation, purchased assets, or assumed liabilities will terminate upon expiration of the Automatic Coverage Period.

I. CANCELLATION OR TERMINATION

1. Cancellation

The Company may cancel this **CyberRisk Policy** for failure to pay a premium when due by mailing to the **Named Insured**, at the **Named Insured's** last mailing address known to the Company, written notice of cancellation at least 20 days before the effective date of such cancellation, provided that if the Company receives payment in full of such premium within such 20 days, such cancellation by the Company shall not be effective. The Company has the right to the premium amount for the portion of the **Policy Period** during which this **CyberRisk Policy** was in effect.

Subject to the provisions set forth in section **IV. CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS, S. CHANGE OF CONTROL**, the **Named Insured** may cancel any one, or all, of the Insuring Agreements of this **CyberRisk Policy** by mailing the Company written notice stating when, thereafter, not later than the Expiration Date set forth in ITEM 2 of the Declarations, such cancellation will be effective.

The Company shall refund the unearned premium computed at customary short rates if this **CyberRisk Policy** is cancelled by the **Named Insured**. If the Company initiates cancellation, the Company shall refund the unearned premium computed pro rata. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

The Company will not be required to renew this **CyberRisk Policy** upon its expiration. If the Company elects not to renew, it will provide the **Named Insured** written notice to that effect at least 30 days before the Expiration Date set forth in ITEM 2 of the Declarations.

2. Termination

Insuring Agreements F, G, H, I and J of this **CyberRisk Policy** will terminate effective immediately:

- a. upon a **Change of Control**; or
- b. upon the voluntary liquidation or dissolution of the **Named Insured**.

J. ACTION AGAINST THE COMPANY

No action will lie against the Company unless there has been full compliance with all of the terms of this **CyberRisk Policy**.

1. Only with respect to the **Third Party Liability Insuring Agreements** and **Insuring Agreements D and E**:
 - a. no person or organization has any right to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor may the Company be impleaded by an **Insured** or said **Insured's** legal representative; and
 - b. bankruptcy or insolvency of any **Insured** or an **Insured's** estate does not relieve the Company of any of its obligations hereunder.
2. Only with respect to the **Insuring Agreements F, G, H, I and J**:

The **Insured Organization** may not bring any legal action against the Company involving **First Party Loss or Expenses**:

 - a. until 60 days after the **Insured Organization** has filed proof of loss with the Company; and
 - b. unless such legal action is brought within two years from the date the **Insured Organization Discovers** the **First Party Insured Event**.
3. If any limitation in this section is deemed to be inconsistent with applicable law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

K. CHANGES

Only the **Named Insured** is authorized to make changes in the terms of this **CyberRisk Policy** and solely with the Company's prior written consent. This **CyberRisk Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **CyberRisk Policy**. Notice to any representative of the **Insured Organization** or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **CyberRisk Policy** or estop the Company from asserting any right under the terms, conditions and limitations of this **CyberRisk Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **CyberRisk Policy** issued by the Company.

L. ASSIGNMENT

This **CyberRisk Policy**, and any rights or duties herein, may not be assigned or transferred, and any such attempted assignment or transfer is void and without effect unless the Company has provided its prior written consent to such assignment or transfer.

M. REPRESENTATIONS

By acceptance of the terms set forth in this **CyberRisk Policy**, each **Insured** represents and agrees that the statements contained in the **Application**, which is deemed to be attached hereto, incorporated herein, and forming a part hereof, are said **Insured's** agreements and representations, that such representations are material to the Company's acceptance of this risk, that this **CyberRisk Policy** is issued in reliance upon the truth of such representations, and that this **CyberRisk Policy** embodies all agreements existing between said **Insured** and the Company or any of its agents.

If any statement or representation in the **Application** is untrue, then no coverage will be afforded under this **CyberRisk Policy**, but only with respect to:

- a. any **Insured Person** who knew, as of the Inception Date set forth in ITEM 2 of the Declarations, that the statement or representation was untrue; and
- b. the **Insured Organization**, if the person who signed the **Application** knew that the statement or representation was untrue.

Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this **CyberRisk Policy**, contained any such untrue statement or representation.

N. LIBERALIZATION

If during the **Policy Period** the Company is required by law or by any insurance supervisory authority of the state in which this **CyberRisk Policy** was issued, to make any changes in the form of this **CyberRisk Policy**, by which the insurance provided by this **CyberRisk Policy** could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance will inure to the benefit of the **Insured** as of the date the revision or change is approved for general use by the applicable department of insurance.

O. AUTHORIZATION

By acceptance of the terms herein, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the payment of premiums, the receiving of any return premiums that may become due hereunder, and the receiving of notices of cancellation, nonrenewal, or change of coverage, and the **Insureds** each agree that they have, individually and collectively, delegated such authority exclusively to the **Named Insured**; provided, that nothing herein will relieve the **Insureds** from giving any notice to the Company that is required under this **CyberRisk Policy**.

P. ENTIRE AGREEMENT

The Declarations, the **Application**, each **Third Party Liability Insuring Agreement**, each **First Party Insuring Agreement**, and any endorsements attached thereto, constitute the entire agreement between the Company and the **Insured**.

Q. HEADINGS

The titles of the various paragraphs of this **CyberRisk Policy** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

R. OTHER INSURANCE

1. This **CyberRisk Policy** will apply only as excess insurance over, and will not contribute with, any other valid and collectible insurance available to the **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **CyberRisk Policy** by reference in such other policy to the Policy Number of this **CyberRisk Policy**. This **CyberRisk Policy** will not be subject to the terms of any other insurance.
2. Only with respect to **Insuring Agreements F, G, H, I and J**:
 - a. This **CyberRisk Policy** applies only as excess insurance over, and will not contribute with, any indemnification to which any **Insured Organization** is entitled from any entity other than any **Insured Organization**.
 - b. As excess insurance, this **CyberRisk Policy** will not apply or contribute to the payment of any loss to the **Insured Organization** until the amount of such other insurance or indemnity has been exhausted by loss covered thereunder. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this

CyberRisk Policy will apply to that part of the loss not recoverable or recovered under the other insurance or indemnity. This **CyberRisk Policy** will not be subject to the terms of any other insurance.

- c. Any loss that is applicable to this section **IV. CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS, R. OTHER INSURANCE**, is subject to both the applicable limit of insurance for each **Single First Party Insured Event** set forth in ITEM 5 of the Declarations and any applicable Retention set forth in ITEM 5 of the Declarations.
- d. If this **CyberRisk Policy** replaces prior insurance that provided the **Insured Organization** with an extended period of time after the termination or cancellation of such prior insurance in which to **Discover a First Party Insured Event**, then, and with respect to any **First Party Insured Event Discovered** during such extended period involving **First Party Loss or Expenses** incurred by the **Insured Organization** prior to the termination of such prior insurance, the coverage afforded by this **CyberRisk Policy** applies as follows:
 - (1) the Company will have no liability for **First Party Loss or Expenses** directly caused by such **First Party Insured Event**, unless the amount of such **First Party Loss or Expenses** exceeds the limit of insurance of that prior insurance; provided, that in such case, the Company will pay the **Insured Organization** for the excess of such **First Party Loss or Expenses** subject to the terms and conditions of this **CyberRisk Policy**; and
 - (2) any payment the Company makes to the **Insured Organization** for such excess **First Party Loss or Expenses** will not be greater than the difference between the limit of insurance of the **Insured Organization's** prior insurance and the applicable limit for each **First Party Insured Event** set forth in ITEM 5 of the Declarations. The Company will not apply the applicable Retention set forth in ITEM 5 of the Declarations to **First Party Loss or Expenses** directly caused by such **First Party Insured Event**.

S. CHANGE OF CONTROL

- 1. Only with respect to the **Third Party Liability Insuring Agreements** and **Insuring Agreements D and E**:

If, during the **Policy Period**, a **Change of Control** occurs, the coverage provided under the **Third Party Liability Insuring Agreements** and **Insuring Agreements D and E** will continue in full force and effect with respect to **Claims for Wrongful Acts**, or, with respect to **Insuring Agreements D or E, Wrongful Acts**, committed before such **Change in Control**, but coverage will cease with respect to **Claims for Wrongful Acts**, or, with respect to **Insuring Agreements D or E, Wrongful Acts**, committed after such **Change in Control**.

No coverage will be available hereunder for **Loss**, including **Defense Expenses**, for any **Claim**, or for **Crisis Management Event Expenses** or **Security Breach Notification Expenses**, based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any **Wrongful Act** committed or allegedly committed after such **Change in Control**. After any **Change in Control**, the **CyberRisk Policy** may not be canceled by the **Named Insured** and the entire premium for the **CyberRisk Policy** will be deemed fully earned.

Upon the occurrence of any **Change of Control**, the **Named Insured** will have the right to give the Company notice that it desires to purchase a Run-Off Extended Reporting Period for the **Third Party Liability Insuring Agreements** or **Insuring Agreements D or E**, for the period set forth in ITEM 9 of the Declarations following the effective date of such **Change of Control**, regarding **Claims** made during such Run-Off Extended Reporting Period against persons or entities who at the effective date of the **Change of Control** are **Insureds**, or regarding **Wrongful Acts** under **Insuring Agreements D or E**, but only for **Wrongful Acts** occurring wholly prior to such **Change of Control** and which otherwise would be covered by the **Third Party Liability Insuring Agreements** or **Insuring Agreements D or E2**, subject to the following provisions:

- a. such Run-Off Extended Reporting Period will not provide new, additional or renewed limits; and
- b. the Company's total liability for all such **Claims** made, or with respect to **Insuring Agreements D or E, Wrongful Acts** occurring wholly prior to such **Change of Control**, and reported during such Run-Off Extended Reporting Period will be only the remaining portion of the applicable limit set forth in the Declarations as of the effective date of the **Change of Control**.

The premium due for the Run-Off Extended Reporting Period will equal the percentage set forth in ITEM 9 of the Declarations of the annualized premium of the **Third Party Liability Insuring Agreements** and **Insuring Agreements D and E**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Period** prior to the **Change of Control**. The entire premium for the Run-Off Extended Reporting Period will be deemed fully earned at the commencement of such Run-Off Extended Reporting Period.

The right to elect the Run-Off Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 30 days of the **Change of Control**. In the event the Run-Off Extended Reporting Period is purchased, the option to purchase the Extended Reporting Period in section **IV. CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS, T. AUTOMATIC EXTENDED PERIOD TO DISCOVER LOSS AND EXTENDED REPORTING PERIOD** will terminate. In the event the Run-Off Extended Reporting Period is not purchased, the **Named Insured** will have the right to purchase the Extended Reporting Period under the terms of section **IV. CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS, T. AUTOMATIC EXTENDED PERIOD TO DISCOVER LOSS AND EXTENDED REPORTING PERIOD**.

If, at any time during the **Policy Period**, the **Insured Organization** eliminates or reduces its ownership interest in, or control over a **Subsidiary**, such that it no longer meets the definition of a **Subsidiary**, coverage under the **Third Party Liability Insuring Agreements** and **Insuring Agreements D and E** will continue for such entity but only with regard to **Claims** for **Wrongful Acts**, or, with respect to **Insuring Agreements D or E, Wrongful Acts**, which occurred wholly during the time that the entity was a **Subsidiary**.

2. If any entity ceases to be an **Insured Organization**, **First Party Loss or Expenses** sustained by such **Insured Organization** under **Insuring Agreements F, G, H, I or J** is covered only if incurred by such **Insured Organization** prior to the time such entity ceased to be an **Insured Organization** and **Discovered** during the **Policy Period** or the Automatic Extended Period to Discover Loss pursuant to the terms set forth in section **IV. CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS, T. AUTOMATIC EXTENDED PERIOD TO DISCOVER LOSS AND EXTENDED REPORTING PERIOD**.

T. AUTOMATIC EXTENDED PERIOD TO DISCOVER LOSS AND EXTENDED REPORTING PERIOD

1. Automatic Extended Period to Discover Loss

Only with respect to **Insuring Agreements F, G, H, I or J**:

Effective the date of termination or cancellation of **Insuring Agreements F, G, H, I or J** for any reason other than nonpayment of premium, the **Insured Organization** will automatically be provided a period of 90 days following the effective date of such termination or cancellation to **Discover First Party Insured Events** wholly taking place prior to the effective date of such termination or cancellation, subject to the following provisions:

- a. such Automatic Extended Reporting Period to Discover Loss will not provide a new, additional or renewed limit;
- b. the Company's maximum limit for all **Single First Party Insured Events Discovered** during such Automatic Extended Reporting Period to Discover Loss will be only the

remaining portion of the applicable limit set forth in ITEM 5 of the Declarations as of the effective date of the termination or cancellation;

- c. such Automatic Extended Reporting Period to Discover Loss will not be made available in the event of termination or cancellation arising out of **Financial Insolvency**; and
- d. this Automatic Extended Reporting Period to Discover Loss terminates immediately upon the effective date of any other insurance obtained by the **Insured Organization** replacing in whole or in part the insurance afforded by **Insuring Agreements F, G, H, I or J**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

2. Extended Reporting Period

Only with respect to the **Third Party Liability Insuring Agreements** and **Insuring Agreements D and E**:

At any time prior to or within 60 days after the effective date of termination or cancellation of any **Third Party Liability Insuring Agreement** or **Insuring Agreements D or E** for any reason other than nonpayment of premium, the **Named Insured** may give the Company written notice that it desires to purchase an Extended Reporting Period for the period set forth in ITEM 8 of the Declarations following the effective date of such termination or cancellation, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation are **Insureds**, or regarding **Wrongful Acts** under **Insuring Agreements D or E**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation and which otherwise would be covered by such **Third Party Liability Insuring Agreements** or **Insuring Agreements D or E**, subject to the following provisions:

- a. such Extended Reporting Period will not provide a new, additional or renewed limit; and
- b. the Company's maximum limit for all **Claims** made, or with respect to **Insuring Agreements D or E**, all **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation, and reported during such Extended Reporting Period will be only the remaining portion of the applicable limit set forth in the Declarations as of the effective date of the termination or cancellation.

The premium due for the Extended Reporting Period will equal the percentage set forth in ITEM 8 of the Declarations of the annualized premium of the applicable **Third Party Liability Insuring Agreement** and **Insuring Agreements D and E**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Period**. The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period.

The right to elect the Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 60 days of the effective date of the termination or cancellation.

V. CONDITIONS APPLICABLE TO ALL THIRD PARTY LIABILITY INSURING AGREEMENTS

A. CLAIM DEFENSE

- 1. If Duty-to-Defend coverage is provided with respect to the **Third Party Liability Insuring Agreements** as indicated in ITEM 7 of the Declarations, the Company will have the right and duty to defend any **Claim** covered by a **Third Party Liability Insuring Agreement**, even if the allegations are groundless, false or fraudulent, including the right to select defense counsel with respect to such **Claim**; provided that the Company will not be obligated to defend or to continue to defend any **Claim** after the applicable limit of liability has been exhausted by payment of **Loss**.

2. If Reimbursement coverage is provided with respect to the **Third Party Liability Insuring Agreements** as indicated in ITEM 7 of the Declarations:
 - a. the Company will have no duty to defend any **Claim** covered by a **Third Party Liability Insuring Agreement**. It will be the duty of the **Insureds** to defend such **Claims**; and the Company will have the right to participate with the **Insureds** in the investigation, defense and settlement, including the negotiation of a settlement of any **Claim** that appears reasonably likely to be covered in whole or in part by such **Third Party Liability Insuring Agreement** and the selection of appropriate defense counsel; and
 - b. upon written request, the Company will advance **Defense Expenses** with respect to such **Claim**. Such advanced payments by the Company will be repaid to the Company by the **Insureds** severally according to their respective interests in the event and to the extent that the **Insureds** are not entitled to payment of such **Defense Expenses** under such **Third Party Liability Insuring Agreement**. As a condition of any payment of **Defense Expenses** under this subsection, the Company may require a written undertaking on terms and conditions satisfactory to the Company guaranteeing the repayment of any **Defense Expenses** paid to or on behalf of any **Insured** if it is finally determined that any such **Claim** or portion of any **Claim** is not covered under such **Third Party Liability Insuring Agreement**.
3. The **Insureds** agree to cooperate with the Company and, upon the Company's request, assist in making settlements and in the defense of **Claims** and in enforcing rights of contribution or indemnity against any person or entity which may be liable to the **Insureds** because of an act or omission covered under any **Third Party Liability Insuring Agreement**, and will attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

B. ALLOCATION

1. If Duty-to-Defend coverage is indicated in ITEM 7 of the Declarations and there is a **Claim** under any **Third Party Liability Insuring Agreement** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by such **Third Party Liability Insuring Agreement** and also loss that is not covered by such **Third Party Liability Insuring Agreement** because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, then such covered **Loss** and uncovered loss will be allocated as follows:
 - a. 100% of **Defense Expenses** incurred by the **Insureds** who are afforded coverage for such **Claim** will be allocated to covered **Loss**; and
 - b. all loss other than **Defense Expense** will be allocated between covered **Loss** and uncovered loss based upon the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insured Persons**, the **Insured Organization**, and others not insured under such **Third Party Liability Insuring Agreement**. In making such a determination, the **Insured Organization**, the **Insured Persons** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of the applicable **Third Party Liability Insuring Agreement** and applicable law.
2. If Reimbursement coverage is indicated in ITEM 7 of the Declarations and there is a **Claim** under any **Third Party Liability Insuring Agreement** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by such **Third Party Liability Insuring Agreement** and also loss that is not covered by such **Third Party Liability Insuring Agreement** because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, the **Insureds** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In making such a determination, the parties will take into account the relative legal and financial exposures of, and relative benefits

obtained in connection with the defense and settlement of the **Claim** by the **Insured Persons**, the **Insured Organization**, and others not insured under the applicable **Third Party Liability Insuring Agreement**. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of the applicable **Third Party Liability Insuring Agreement** and applicable law.

C. SETTLEMENT

The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that the Company recommends an offer of settlement of any **Claim** which is acceptable to the claimant(s) (a "Settlement Offer"), and if the **Insured** refuses to consent to such Settlement Offer, the **Insured** will be solely responsible for 30% of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for 30% of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under any **Third Party Liability Insuring Agreement** for such **Claim** will not exceed the remaining applicable limit of liability.

D. SPOUSAL AND DOMESTIC PARTNER LIABILITY COVERAGE

The **Third Party Liability Insuring Agreements** will, subject to all of the terms, conditions, and limitations, be extended to apply to **Loss** resulting from a **Claim** made against a person who, at the time the **Claim** is made, is a lawful spouse or a person qualifying as a domestic partner under the provisions of any applicable federal, state or local law (a "Domestic Partner") of an **Insured Person**, but only if and so long as:

1. the **Claim** against such spouse or Domestic Partner results from a **Wrongful Act** actually or allegedly committed by the **Insured Person**, to whom the spouse is married, or who is joined with the Domestic Partner; and
2. such **Insured Person** and his or her spouse or Domestic Partner are represented by the same counsel in connection with such **Claim**.

No spouse or Domestic Partner of an **Insured Person** will, by reason of this subsection, have any greater right to coverage under the **Third Party Liability Insuring Agreements** than the **Insured Person** to whom such spouse is married, or to whom such Domestic Partner is joined.

The Company has no obligation to make any payment for **Loss** in connection with any **Claim** against a spouse or Domestic Partner of an **Insured Person** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such spouse or Domestic Partner.

E. NOTICE OF POTENTIAL CLAIMS

If an **Insured** becomes aware of a **Potential Claim** and gives the Company written notice of the particulars of such **Potential Claim**, including all facts related to the **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, the dates of the alleged events, and the reasons for anticipating a **Claim**, as soon as practicable during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, any **Claim** subsequently made against any **Insured** arising out of such **Wrongful Act** will be deemed to have been made during the **Policy Period**.

All notices under this section **V. CONDITIONS APPLICABLE TO ALL THIRD PARTY LIABILITY INSURING AGREEMENTS, E. NOTICE OF POTENTIAL CLAIMS**, must be sent by email, facsimile or mail in accordance with ITEM 3 of the Declarations and will be effective upon receipt.

VI. CONDITIONS APPLICABLE TO INSURING AGREEMENTS F, G, H, I AND J

A. COOPERATION

The **Insured Organization** must cooperate with the Company in all matters pertaining to **Insuring Agreements F, G, H, I or J** as stated in the terms, conditions and limitations of this **CyberRisk Policy**.

B. JOINT INSURED

1. If the **Insured Organization** consists of more than one entity, then the **Named Insured** acts for itself and for every other **Insured Organization** for all purposes of **Insuring Agreements F, G, H, I or J**. Payment by the Company to the **Named Insured** of **First Party Loss or Expenses** incurred by any **Insured Organization** shall fully release the Company of liability for such **First Party Loss or Expenses**. The **Named Insured** is responsible for the payment of all premiums and will be the payee for any return premiums the Company pays.
2. If any **Insured Organization**, or any **Executive Officer**, has knowledge of, or **Discovers**, any information relevant to **Insuring Agreements F, G, H, I or J**, that knowledge or **Discovery** is considered knowledge or **Discovery** of every **Insured Organization**.
3. The Company will not pay the **Insured Organization** more for **First Party Loss or Expenses** incurred by more than one **Insured Organization** than the amount the Company would have paid if all **First Party Loss or Expenses** had been sustained by one **Insured Organization**.

C. OWNERSHIP OF PROPERTY; INTERESTS COVERED

The property covered under **Insuring Agreements F, G, H, I or J** is limited to property:

1. that the **Insured Organization** owns or leases;
2. that the **Insured Organization** holds for others on the **Insured Organization's** premises or the **Insured Organization's Financial Institution** premises; or
3. for which the **Insured Organization** is legally liable, except property covered under **Insuring Agreements F, G, H, I or J** does not include property located inside the **Insured Organization's** client's premises or the **Insured Organization's** client's **Financial Institution** premises.

Notwithstanding the above, **Insuring Agreements F, G, H, I or J** are for the **Insured Organization's** benefit only and provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this **CyberRisk Policy** must be presented by the **Insured Organization**.

D. VALUATION/SETTLEMENT

Subject to the **CyberRisk Policy Aggregate Limit**, and the applicable limit of insurance for each **Single First Party Insured Event** set forth in ITEM 5 of the Declarations, the Company will pay the **Insured Organization** for:

1. loss of **Money**, or loss payable in **Money**, in, at the option of the **Insured Organization**, the **Money** of the country in which the **Single First Party Insured Event** took place or in the United States of America dollar equivalent thereof determined at the rate of exchange published by the Wall Street Journal at the time of payment of such loss.
2. loss of **Securities**, but only up to and including their value at the close of business on the day the **Single First Party Insured Event** was **Discovered**, and at the Company's option:
 - a. pay the **Insured Organization** the value of such **Securities** or replace them in kind, in which event the **Insured Organization** must assign to the Company all the **Insured Organization's** rights, title and interest in those **Securities**; or

- b. pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **Securities**; provided, the Company will be liable only for the cost of the Lost Securities Bond as would be charged for a bond having a penalty not exceeding the lesser of the value of the **Securities** at the close of business on the day the **Single First Party Insured Event** was **Discovered**.
 3. loss of, or loss from damage to, **Other Property** or premises including its exterior for the replacement cost without deduction for depreciation; provided, the Company will pay the **Insured Organization** the lesser of the following:
 - a. the applicable limit of insurance for each **Single First Party Insured Event** set forth in ITEM 5 of the Declarations;
 - b. the cost to replace **Other Property** or premises including its exterior with property of comparable material and quality, and used for the same purpose; or
 - c. the amount the **Insured Organization** actually spends that is necessary to repair or replace such property,

provided, the Company will, at its option, pay the **Insured Organization** for loss of, or loss from damage to, **Other Property** or premises including its exterior in the **Money** of the country in which the **Single First Party Insured Event** took place, or in the United States of America dollar equivalent of the **Money** of the country in which the **Single First Party Insured Event** took place determined by the rate of exchange published in the Wall Street Journal on the day the **Single First Party Insured Event** was **Discovered**.

The Company will not pay the **Insured Organization** on a replacement cost basis for any loss or damage until such property is actually repaired or replaced, and unless the repairs or replacement are made as soon as reasonably possible after the loss or damage. If the lost or damaged property is not repaired or replaced, the Company will pay the **Insured Organization** actual cash value on the day the **Single First Party Insured Event** was **Discovered**.

Any property that the Company pays the **Insured Organization** for or replaces becomes the Company's property.

REPLACE EXCLUSION III. A. 8 ENDORSEMENT

This endorsement modifies the following:

CyberRisk Policy

It is agreed that:

The following replaces section **III. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, 8:**

8. This **CyberRisk Policy** will not apply to any **Claim** or **Single First Party Insured Event** based upon or arising out of any **Insured**:
 - a. committing any intentionally dishonest or fraudulent act or omission;
 - b. committing any willful violation of any statute, rule, law; or
 - c. gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled,provided that:
 - (1) with respect to the **Third Party Liability Insuring Agreements** and **Insuring Agreements D and E**:
 - (a) this exclusion will not apply to **Defense Expenses** and will not apply unless a final adjudication establishes that such **Insured** committed such intentionally dishonest or fraudulent act or omission, willful violation of any statute, rule or law, or gained such profit, remuneration or advantage to which such **Insured** was not legally entitled; and
 - (b) no fact pertaining to, knowledge possessed by or conduct of any **Insured Person** will be imputed to any other **Insured Person**, and only facts pertaining to, knowledge possessed by or conduct of an **Executive Officer** will be imputed to the **Insured Organization**; and
 - (2) with respect to **Insuring Agreements F and J**, this exclusion will not apply to an intentionally dishonest or fraudulent act or omission, or willful violation of any statute, rule or law, by an **Employee**, or any **Employee** gaining any profit, remuneration or advantage to which such **Employee** was not legally entitled.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number:

GLOBAL COVERAGE COMPLIANCE ENDORSEMENT

This endorsement changes the following:

CyberRisk Policy

It is agreed that:

1. The following is added to section **II. DEFINITIONS**:

Financial Interest means the **Named Insured's** insurable interest in an **Insured Organization** that is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, as a result of the **Named Insured's**:

1. ownership of the majority of the outstanding securities or voting rights of such **Insured Organization** representing the present right to elect, appoint, or exercise a majority control over such **Insured Organization's** board of directors, board of trustees, board of managers, natural person general partner, or functional foreign equivalent;
2. indemnification of, or representation that it has an obligation to indemnify, such **Insured Organization** for **Loss or First Party Loss or Expense** incurred by such **Insured Organization**; or
3. election or obligation to obtain insurance for such **Insured Organization**.

2. The following is added to section **IV. CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS**:

SANCTIONS

This **CyberRisk Policy** will provide coverage or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition, or restriction.

3. The following replaces section **IV. CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS, A. TERRITORY**:

A. TERRITORY AND VALUATION

1. This **CyberRisk Policy** applies anywhere in the world; provided, this **CyberRisk Policy** does not apply to **Loss or First Party Loss or Expense** incurred by an **Insured** residing or domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.
2. In the event an **Insured Organization** incurs **Loss or First Party Loss or Expense** referenced in 1. above to which this insurance would have applied, the Company will reimburse the **Named Insured** for its **Loss or First Party Loss or Expense** on account of its **Financial Interest** in such **Insured Organization**. As a condition precedent to such reimbursement, or any rights under this **CyberRisk Policy**, the **Named Insured** will cause the **Insured Organization** or its **Insured Persons** to comply with the conditions of this **CyberRisk Policy**.
3. All premiums, Limits of Liability, Retention, **Loss**, and other amounts under this **CyberRisk Policy** are expressed and payable in the currency of the United States. If a judgment is rendered, settlement is denominated, or another element of **Loss** under this **CyberRisk Policy** is stated in a currency other than United States dollars, payment under this **CyberRisk Policy** will be made in United States dollars at the rate

Issuing Company: **Travelers Casualty and Surety Company of America**

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of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon, or any other element of **Loss** is due, respectively.

4. The following is added to section **V. CONDITIONS APPLICABLE ONLY TO THE THIRD PARTY LIABILITY INSURING AGREEMENTS, E. CLAIM DEFENSE**:

In the event of a **Claim** against an **Insured** that resides or is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance and if Duty-to-Defend coverage is provided with respect to this **CyberRisk Policy** as indicated in ITEM 7 of the Declarations, the Company will have the right and duty to defend such **Claim** as set forth in this section V. CONDITIONS, A. CLAIM DEFENSE, 1. to the extent that doing so would not violate the laws or regulations of such country or jurisdiction.

If the Company is prohibited from defending such **Claim** or if Reimbursement coverage is provided with respect to this **CyberRisk Policy** as indicated in ITEM 7 of the Declarations, then this section V. CONDITIONS, A. CLAIM DEFENSE, 2. applies to such **Claim**; provided, any such **Claim** is subject to section V. CONDITIONS, B. ALLOCATION, 2.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

PRIVACY POLICY ENDORSEMENT

This endorsement changes the following:

CyberRisk Policy

It is agreed that:

1. All references to "12 months" in section **I. INSURING AGREEMENTS, FIRST PARTY INSURING AGREEMENTS, D. and E.** are amended to "24 months".

2. The following is added to section **II. DEFINITIONS:**

Identity Information Provision means any provision in the **Insured Organization's Privacy Policy** that:

- a. prevents or prohibits wrongful or improper collection of **Identity Information**;
- b. requires notice to a person of the collection or use of **Identity Information**;
- c. provides a person the ability to agree to or withhold permission for the collection or use of **Identity Information**;
- d. prohibits or restricts the disclosure, sharing or selling of **Identity Information**;
- e. requires the correction of incomplete or inaccurate **Identity Information** after such request is made to the **Insured Organization**; or
- f. mandates procedures and requirements to prevent the loss of **Identity Information**.

Privacy Policy means any publicly available written document that sets forth the **Insured Organization's** policies, standards, or procedures for the collection, use and disclosure of **Identity Information**.

3. For the purpose of **Insuring Agreement A.** only, the following is added to section **II. DEFINITIONS, MM. Loss:**

Loss also does not include any amount imposed upon the Insured by a payment card association or financial institution that processes payment card transactions, in connection with the Insured's failure to adhere to PCI-DSS or similar payment card security standards that resulted in a **Security Breach**.

4. The following replaces section **II. DEFINITIONS, AAA. Security Breach Notification Expenses:**

Security Breach Notification Expenses mean any of the following reasonable fees, costs or expenses incurred and paid by the **Insured Organization**, with the Company's prior written consent, for services recommended and provided by an **Approved Service Provider** that can be directly attributed to a **Security Breach**:

1. fees, costs, or expenses, including computer forensics expenses and legal services expenses, to determine:
 - a. the cause of the **Security Breach**; or
 - b. the persons whose **Identity Information** was accessed or acquired without their authorization, provided that such fees, costs or expenses do not include **Defense Expenses**;

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2. fees, costs or expenses to develop documents or materials to notify the persons whose **Identity Information** was accessed or acquired without their authorization, whether such notification is provided on a voluntary basis or to comply with any **Security Breach Notification Law**;
3. costs of mailings or other communications used to notify the persons whose **Identity Information** was accessed or acquired without their authorization, whether such notification is provided on a voluntary basis or to comply with any **Security Breach Notification Law**;
4. costs of providing credit or identity monitoring services for up to 24 months, or longer where required by law, to persons whose **Identity Information** was accessed or acquired without their authorization, starting with the date that the **Insured Organization** first notified such persons of the **Security Breach**;
5. costs of establishing and maintaining a call center to be used by persons whose **Identity Information** was accessed or acquired without their authorization; or
6. any other fees, costs, or expenses necessary to comply with any **Security Breach Notification Law** that applies to the **Insured Organization**.

Security Breach Notification Expenses also include fees, costs or expenses associated with the purchase of an identity fraud insurance policy specifically designed to provide reimbursement of identity fraud related expenses, or similar coverage if such similar coverage is available as part of credit monitoring services, to benefit persons whose **Identity Information** was accessed or acquired without their authorization.

Security Breach Notification Expenses do not include:

1. remuneration paid to **Employees**;
 2. fees, costs, or expenses of outside consultants, other than the **Approved Service Provider**, retained by the **Insured Organization**, unless the Company agrees in writing to reimburse the **Insured Organization** for such fees, costs, or expenses;
 3. taxes, fines, penalties, punitive, exemplary or liquidated damages, or the multiple portion of any multiplied damage award imposed by law or that any **Insured** has agreed to pay for any reason;
 4. gratis amounts that any **Insured** voluntarily agrees to pay to any person whose **Identity Information** was accessed or acquired without their authorization; or
 5. **Crisis Management Event Expenses**.
5. The following replaces section II. **DEFINITIONS, QQ. Network and Information Security Wrongful Act**:

Network and Information Security Wrongful Act means any actual or alleged:

1. failure to prevent unauthorized access to, or use of, electronic or non-electronic data containing private or confidential information of others or **Identity Information**, including such data stored, maintained or processed:
 - a. by the **Insured Organization**; or
 - b. on the **Insured Organization's** behalf pursuant to a written contract or agreement, including but not limited to such failure based upon or arising out of:
 - (1) Maintaining, managing, or controlling a **Computer System**;
 - (2) Hosting or facilitating the **Insured's** website;
 - (3) Providing other information technology services to the **Insured** including cloud services; or
 - (4) Performing any other services related to the conduct of the **Insured's** business;

2. failure to prevent the transmission of a **Computer Virus** through a **Computer System** into a computer network, any application software, or a computer operating system or related network, that is not rented, owned, leased by, licensed to, or under the direct operational control of, the **Insured Organization**;
3. failure to provide any authorized user of the **Insured Organization's** website or **Computer System** with access to such website or **Computer System**;
4. failure to provide notification of any actual or potential unauthorized access to, or use of, data containing private or confidential information of others if such notification is required by any **Security Breach Notification Law**; or
5. failure to comply with any **Identity Information Provision** in the **Insured Organization's Privacy Policy**,

by, or asserted against, an **Insured Person**, in his or her capacity as such, or the **Insured Organization**.

6. The following replaces section II. **DEFINITIONS, ZZ. Security Breach**:

Security Breach means actual or alleged unauthorized access to, or acquisition of, private or confidential information of others, including **Identity Information**, that is:

- a. owned, licensed, maintained, or stored by the **Insured Organization**; or
- b. maintained, stored, or processed on the **Insured Organization's** behalf, pursuant to a written contract or agreement.

7. Section III. **EXCLUSIONS, B. EXCLUSIONS APPLICABLE TO ALL THIRD PARTY LIABILITY INSURING AGREEMENTS AND INSURING AGREEMENTS D AND E**, 4. is deleted.

8. The following is added to section III. **EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS**, 4.:

This exclusion will also not apply to that portion of any **Claim** for a **Network and Information Security Wrongful Act** seeking **Loss** for emotional distress, mental anguish, humiliation or loss of reputation.

9. The following is added to section III. **EXCLUSIONS, B. EXCLUSIONS APPLICABLE TO ALL THIRD PARTY LIABILITY INSURING AGREEMENTS AND INSURING AGREEMENTS D AND E**:

The **Third Party Liability Insuring Agreements** and **Insuring Agreements D** and **E** will not apply to any **Claim** or **Single First Party Insured Event** arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting, or distributing of any communication, in any form, that the recipient of such communication did not specifically request to receive.

The **Third Party Liability Insuring Agreements** and **Insuring Agreements D** and **E** will not apply to any **Claim** or **Single First Party Insured Event** arising out of any actual or alleged violation of the **Insured Organization's Privacy Policy** that restricts or prohibits eavesdropping, wiretapping or audio or video recording by the **Insured Organization** or **Independent Contractor**.

10. The following is added to section IV. **CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS, C. RETENTION**:

If a **Claim** giving rise to coverage under a **Third Party Liability Insuring Agreement** and a **Single First Party Insured Event** giving rise to coverage under a **First Party Insuring Agreement** have a common nexus, or are causally connected by reason of any act or event, or a series of acts or events, then the applicable Retentions set forth in ITEM 5 of the Declarations will apply separately to such **Claim** or **Single First Party Insured Event**, provided that the sum of such Retentions for such **Claim** or **Single First Party Insured Event** will not exceed the largest applicable Retention set forth in ITEM 5 of the Declarations for any such **Third Party Insuring Agreement** or **First Party Insuring Agreement**.

11. The following replaces section **IV. CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS, D. Limits, 3.e.:**
- e. If any **Single First Party Insured Event** is covered under more than one of **Insuring Agreements D, E, F, G, H, I, or J**, the limit of insurance set forth in ITEM 5 of the Declarations for each applicable Insuring Agreement will apply separately to the part of the **First Party Loss or Expenses** covered under such Insuring Agreement.

12. The following is added to section **IV. CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS:**

COMPANY'S CONSENT

The Company will not unreasonably withhold its consent with respect any provision in this **CyberRisk Policy** where the Company's consent is required.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETE WAR EXCLUSION ENDORSEMENT

This endorsement changes the following:

CyberRisk Policy

It is agreed that:

Section **III. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, 2.** Is amended by deleting the following:

"war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power,"

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPAND E-COMMERCE EXTORTION TO INCLUDE ACTS BY EMPLOYEES ENDORSEMENT

This endorsement changes the following:

CyberRisk Policy

It is agreed that:

The phrase "other than an identifiable **Employee**," is deleted from the first sentence of section **II. DEFINITIONS, U. E-COMMERCE EXTORTION**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number:

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FINES AND PENALTIES/CONSUMER REDRESS FUNDS/PAYMENT CARD EXPENSES INSURING AGREEMENT ENDORSEMENT – INCLUDING CHARGEBACKS

This endorsement changes the following:

CyberRisk Policy

It is agreed that:

1. The following is added to ITEM 5 of the Declarations:

The **Payment Card Contract Penalties and Chargebacks Limit of Insurance** for each **Single First Party Insured Event** is equal to 100% of the Regulatory Defense Expenses Limit of Liability, which is part of, and not in addition to, the Regulatory Defense Expenses Limit of Liability for each **Regulatory Claim**.

The **Software and Hardware Upgrade and Scanning Services Limit of Insurance** for each **Single First Party Insured Event** is equal to 5% of the Regulatory Defense Expenses Limit of Liability, which is part of, and not in addition to, the Regulatory Defense Expenses Limit of Liability for each **Regulatory Claim**.

The **Payment Card Expenses Insuring Agreement Retention** for each **Single First Party Insured Event** is equal to the dollar amount of the Retention for each **Regulatory Claim** under Insuring Agreement C.

2. The following replaces section **I. INSURING AGREEMENTS, THIRD PARTY LIABILITY INSURING AGREEMENTS, C. REGULATORY DEFENSE EXPENSES**:

C. REGULATORY DEFENSE EXPENSES

The Company will pay on behalf of the **Insured, Defense Expenses, Regulatory Fines and Penalties and Consumer Redress Funds** for any **Regulatory Claim** first made during the **Policy Period** or, if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, for a **Network and Information Security Wrongful Act**.

The Company will pay on behalf of the **Insured, Defense Expenses**, for any **Regulatory Claim** first made during the **Policy Period** or, if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, for a **Communications and Media Wrongful Act**.

3. The following is added to section **I. INSURING AGREEMENTS, FIRST PARTY INSURING AGREEMENTS**:

PAYMENT CARD EXPENSES

The Company will pay the **Insured Organization** for **Payment Card Expenses** incurred by the **Insured Organization** which are directly caused by any actual or alleged **Security Breach** that:

- a. is directly caused by a **Network and Information Security Wrongful Act** taking place after the Retroactive Date set forth in ITEM 5 of the Declarations;
- b. takes place during the **Policy Period**; and
- c. is reported to the Company during the **Policy Period** or, if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

4. The following are added to section II. **DEFINITIONS**:

Chargebacks means **Payment Card** charge reversals because of the fraudulent use of a **Payment Card** or **Identity Information**, including transaction fees assessed to process such **Payment Card** charge reversals.

Consumer Redress Funds means money which an **Insured** is legally obligated to deposit into a fund for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Claim**.

Merchant Service Agreement means a contract between the **Insured Organization** and an acquiring bank or other acquiring institution that establishes the terms and conditions for accepting and processing **Payment Card** transactions.

Payment Card means a credit card, debit card or charge card issued by a financial institution.

Payment Card Contract Penalties means fines, penalties, or assessments, imposed against the **Insured Organization** by an acquiring bank or other acquiring institution under a **Merchant Service Agreement** after a **Security Breach**, because of the **Insured Organization's** non-compliance with **Payment Card Security Standards**.

Payment Card Contract Penalties do not include **Regulatory Fines and Penalties**.

Payment Card Expenses means any of the following reasonable fees, costs or expenses incurred and paid by the **Insured Organization**, with the Company's prior written consent:

1. **Software and Hardware Upgrade and Scanning Services Expenses;**
2. **Payment Card Contract Penalties;** or
3. **Chargebacks.**

Payment Card Expenses do not include:

1. remuneration paid to **Employees** for work beyond their normal scheduled hours;
2. fees, costs, or expenses of outside consultants, unless the Company agrees in writing to reimburse the **Insured Organization** for such fees, costs or expenses;
3. amounts that the **Insured Organization** voluntarily agrees to pay to any person whose **Identity Information** was accessed or acquired without his or her authorization;
4. fees, costs or expense in:
 - a. retaining a public relations consultant or firm, or a crisis management consultant or firm; or
 - b. planning or executing the **Insured Organization's** public relations campaign to mitigate any actual or potential negative publicity generated from the **Security Breach**; or
5. **Security Breach Notification Expenses.**

Payment Card Security Standards means:

1. the most current edition of security standards contained in:
 - a. The Payment Card Industry Data Security Standards program (PCI DSS);
 - b. Visa's Cardholder Information Security Program (CISP);
 - c. MasterCard's Site Data Protection Program (SDP);
 - d. American Express's Data Security Operating Policy; or
 - e. Discover's Information Security and Compliance program (DISC); or
2. Other security standards similar to those described above in this definition that the **Insured Organization** has agreed to in a **Merchant Service Agreement** with a financial institution;

that apply to the **Insured Organization**.

PCI Forensic Investigation means a professional review of the **Insured Organization's** computer systems by a **Qualified Forensic Investigator** to determine its compliance with **Payment Card Security Standards**.

Qualified Forensic Investigator means an organization approved by the applicable **Payment Card** issuing bank to conduct forensic investigations after a **Security Breach**.

Qualified Security Assessor means a person or organization certified by the Payment Card Industry Security Standards Council to assess compliance with **Payment Card Security Standards**.

Regulatory Fines and Penalties means civil monetary fines or civil monetary penalties imposed by a government agency, or governmental licensing or regulatory organization, pursuant to an order resulting from a **Regulatory Claim**, but only to the extent they are insurable under the applicable law most favorable to the insurability of such **Regulatory Fines and Penalties**; provided that **Regulatory Fines and Penalties** do not include: (i) **Payment Card Contract Penalties**; or (ii) fines or penalties imposed by any private or industry association regulatory organization.

Software and Hardware Upgrade and Scanning Services Expenses means:

1. costs or expenses to purchase and install anti-virus software, point-of-sale systems software, firewall protection software, or firewall protection hardware that satisfies the requirements of the **Payment Card Security Standards**, if, after a **Security Breach**, it is determined through a **PCI Forensic Investigation** that the **Insured Organization** is out of compliance with **Payment Card Security Standards**; or
 2. costs for the scanning services of a **Qualified Security Assessor** to certify that the **Insured Organization's** upgraded software and hardware systems meet the requirements of the **Payment Card Security Standards**, but only for the first such scanning services after such software or hardware systems, or both, are upgraded.
5. The following replaces section II. **DEFINITIONS, BB. First Party Insured Event, 2:**
2. with respect to **Insuring Agreements D, E** and the **Payment Card Expenses Insuring Agreement, a Wrongful Act**.
6. The following replaces section II. **DEFINITIONS, CC. First Party Insuring Agreements:**
- CC. First Party Insuring Agreements** means **Insuring Agreements D, E, F, G, H, I, J** and the **Payment Card Expenses Insuring Agreement**.
7. The following is added to section II. **DEFINITIONS, DD. First Party Loss or Expenses:**

First Party Loss or Expenses also means **Payment Card Expenses**.

8. The following replaces section **II. DEFINITIONS, MM. Loss, 1:**
1. civil or criminal fines, sanctions, liquidated damages, payroll or other taxes, or damages, penalties or types of relief deemed uninsurable under applicable law; provided that only with respect to section I. Insuring Agreements, C. Regulatory Defense Expenses, **Loss** will include **Regulatory Fines and Penalties**;

9. The following is added to section **II. DEFINITIONS, MM. Loss:**

Only with respect to section **I. Insuring Agreements, C. Regulatory Defense Expenses, Loss** also includes **Consumer Redress Funds**.

10. The following is added to section **II. DEFINITIONS, AAA. Security Breach Notification Expenses:**

Security Breach Notification Expenses do not include **Payment Card Expenses**.

11. The following is added to section **III. EXCLUSIONS, B. EXCLUSIONS APPLICABLE TO ALL THIRD PARTY LIABILITY INSURING AGREEMENTS AND INSURING AGREEMENTS D, E AND THE PAYMENT CARD EXPENSES INSURING AGREEMENT, 14:**

Provided that, solely with respect to the Payment Card Expenses Insuring Agreement, this exclusion will not apply to any **Payment Card Contract Penalties** incurred by the **Insured Organization**.

12. The following is added to section **III. EXCLUSIONS:**

EXCLUSIONS APPLICABLE TO THE PAYMENT CARD EXPENSES INSURING AGREEMENT

The Payment Card Expenses Insuring Agreement will not apply to any **Payment Card Contract Penalties** or **Chargebacks** unless the **Insured Organization** has agreed to pay such **Payment Card Contract Penalties** or **Chargebacks** in a **Merchant Service Agreement** that the **Insured Organization** entered into prior to the date of the **Security Breach**.

13. The following replaces section **IV. CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS, D. LIMITS, 3. b.:**

- b. The Company's maximum limit of liability for **Defense Expenses, Regulatory Fines and Penalties** and **Consumer Redress Funds** for each **Regulatory Claim** under **Insuring Agreement C** will not exceed the applicable limit of liability for each **Regulatory Claim** set forth in ITEM 5 of the Declarations for such Insuring Agreement.

14. The following is added to section **IV. CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS, D. LIMITS, 3.:**

- f. The Company's maximum limit of insurance for all **Payment Card Contract Penalties** and **Chargebacks** for each **Single First Party Insured Event** will not exceed the Payment Card Contract Penalties and Chargebacks Limit of Insurance set forth in ITEM 5 of the Declarations, which amount is included within, and not in addition to, the Regulatory Defense Expenses Limit of Liability set forth in ITEM 5 of the Declarations.

The Company's maximum limit of insurance for all **Software and Hardware Upgrade and Scanning Services Expenses** for each **Single First Party Insured Event** will not exceed the Software and Hardware Upgrade and Scanning Services Limit of Insurance set forth in ITEM 5 of the Declarations, which amount is included within, and not in addition to, the Regulatory Defense Expenses Limit of Liability set forth in ITEM 5 of the Declarations.

If a **Regulatory Claim** has a common nexus, or is causally connected by reason of any act or event, or series of acts or events, to a **Network and Information Security Wrongful Act** that directly causes a **Security Breach** that results in the payment of **Payment Card Expenses** covered under the Payment

Card Expenses Insuring Agreement, such payments will reduce, and may exhaust, the Regulatory Defense Expenses Limit of Liability for such **Regulatory Claim**.

Payment of **Defense Expenses, Regulatory Fines and Penalties** and **Consumer Redress Funds** will reduce, and may exhaust, the Payment Card Contract Penalties and Chargebacks Limit of Insurance set forth in ITEM 5 of the Declarations, but only for such payments that are for a **Regulatory Claim** that has a common nexus, or is causally connected by reason of any act or event, or series of acts or events, to a **Network and Information Security Wrongful Act** that directly causes a **Security Breach** that results in the payment of **Payment Card Contract Penalties** or **Chargebacks** covered under the Payment Card Expenses Insuring Agreement.

Payment of **Defense Expenses, Regulatory Fines and Penalties** and **Consumer Redress Funds** will reduce, and may exhaust, the Software and Hardware Upgrade and Scanning Services Limit set forth in ITEM 5 of the Declarations, but only for such payments that are for a **Regulatory Claim** that has a common nexus, or is causally connected by reason of any act or event, or series of acts or events, to a **Network and Information Security Wrongful Act** that directly causes a **Security Breach** that results in the payment of **Software and Hardware Upgrade and Scanning Services Expenses** covered under the Payment Card Expenses Insuring Agreement.

The Company's maximum limit of liability for all **Regulatory Fines and Penalties** and **Consumer Redress Funds**, and **Payment Card Expenses**, combined, for all **Regulatory Claims** and **Single First Party Insured Events**, combined, will be the lesser of the **CyberRisk Policy Aggregate Limit** or \$10,000,000.

15. All references to “**Insuring Agreements D or E**” in section **IV. CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS, E. INSURED’S DUTIES IN THE EVENT OF A CLAIM OR A FIRST PARTY INSURED EVENT**, 2., are replaced with “**Insuring Agreements D, E, or the Payment Card Expenses Insuring Agreement**”.
16. Throughout the **CyberRisk Policy**:
 - a. all references to “the **Third Party Liability Insuring Agreements** and **Insuring Agreements D and E**” is replaced with “the **Third Party Liability Insuring Agreements, Insuring Agreements D and E, and the Payment Card Expenses Insuring Agreement**”;
 - b. all references to “the **Third Party Liability Insuring Agreements** or **Insuring Agreements D or E**” is replaced with “the **Third Party Liability Insuring Agreements, Insuring Agreements D or E, or the Payment Card Expenses Insuring Agreement**”; and
 - c. all references to “with respect to **Insuring Agreements A, B, C, D and E**” is replaced by “with respect to **Insuring Agreements A, B, C, D, E and the Payment Card Expenses Insuring Agreement**”.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES ENDORSEMENT

This endorsement modifies the following:

CyberRisk

It is agreed that:

1. The following replaces the fourth paragraph of section **IV. CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS, I. CANCELLATION OR TERMINATION, 1. Cancellation:**

The Company will not be required to renew this **CyberRisk Policy** upon its expiration. If the Company elects not to renew, it will provide the **Named Insured** written notice to that effect at least 45 days before the Expiration Date set forth in ITEM 2 of the Declarations.

2. The following is added to section **IV. CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS, T. AUTOMATIC EXTENDED PERIOD TO DISCOVER LOSS AND EXTENDED REPORTING PERIOD, 2. Extended Reporting Period:**

An unlimited Extended Reporting Period with a reinstated limit is an option in Wyoming.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number:

ACKNOWLEDGMENT OF DEFENSE EXPENSES LIMITATION ENDORSEMENT

By signing below, the applicant understands and acknowledges that the following statements, to the extent checked, apply to the policy being applied for:

- The policy limits are reduced, and may be completely exhausted, by payment of defense expenses. In no event will Travelers be obligated to make any payments for, or to defend or continue to defend, any claim after the applicable policy limit is exhausted.
- The deductible or retention is applicable to defense expenses, and Travelers will only be obligated to make payments in excess of such amounts, subject to the policy limits set forth in the Declarations.

By signing below, the applicant acknowledges that they have read the above notice(s).

Applicant Name

Signature of Authorized Representative*

Name and Title of Authorized Representative

Date Signed

*If the applicant is electronically signing this endorsement, they must apply their electronic signature to this form by checking the Electronic Signature and Acceptance box below. By doing so, the applicant hereby consents and agrees that the use of a key pad, mouse, or other device to check the Electronic Signature and Acceptance box constitutes the applicant's signature, acceptance, and agreement as if actually signed by the applicant in writing and has the same force and effect as a signature affixed by hand.

Electronic Signature And Acceptance

This signed acknowledgment will be deemed attached to and made a part of the policy being applied for, if issued; however, it will not change any provisions of the policy. This signed acknowledgment will also be deemed attached to and made a part of any renewals or replacements of the policy unless the terms of such renewal or replacement are no longer consistent with the terms of this acknowledgment.

Right To Request Accounting Of Defense Expenses

If the policy is issued, the insured will have a right, upon written request, to an accounting of defense expenses actually expended under the policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement will be part of such policy, if issued, and incorporated therein.

City of Cody Agenda Request Form

In order to fully prepare the Council for their meetings, individuals wishing to appear before the Council are asked to complete the following information prior to placement on the agenda. You may be notified by mail, telephone or e-mail of the date you have been scheduled to appear. You may also be contacted by City staff prior to the meeting to see if your concerns can be addressed without appearing before the Council.

Please provide the following detailed information relating to your concern or request. This form (and any relevant attachments) is due no later than seven days prior to a Council meeting to allow sufficient time for internal review. Council packets are prepared the Wednesday prior to the Tuesday meetings, however Agenda Request Forms must be submitted no later than the Monday of the previous week for consideration at the Tuesday Meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full and return to City of Cody PO Box 2200 Cody, WY 82414 (Fax 307-527-6532)

Name of person to appear before the Council Tammy Pearson-Horner

Organization Represented PCSD6 Music Teachers

Date you wish to appear before the Council Before November 10th :-)

Mailing Address 2901 Cougar Ave, Cody, WY 82414 Telephone 307-250-8980

E-Mail Address tammyhorner@park6.org

Preferred form of contact: Telephone _____ E-Mail XX

Names of all individuals who will speak on this topic _____
Tammy Pearson-Horner

Event Title (if applicable) PCSD Veterans Program

Date(s) of Event (if applicable) November 10, 2017

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Restrict access to the block before Sweitzer Gym (block off the block)

Which City employee(s) have you spoken to about this issue? None this year, but people last year

Signature Tammy Pearson-Horner Date 09 Oct 17

SITE LEASE TRANSMITTAL

Site Number: MT03017A

Date Turned In: Date Turned In.

Site Name: Cody-Riley Arena

Market: Montana

Site Acquisition Coordinator: Coordinator's Name.

<p><u>Attached please find:</u></p> <p><u>2</u> Landlord-signed leases <u>1</u> Landlord-signed/notarized memorandums Select Owner Authorization Agreement Select Landlord-signed W-9 Select Authorization to sign lease (if applicable)</p>	<p><u>Market Information</u></p> <p>Market Entity Name: T-Mobile West LLC Type of Entity: limited liability company Authorized Signor Name: Authorized Signor Title:</p>
--	--

NOTE: Enter a space (" ") into any fields which do not apply

<p><u>Landlord Information</u></p> <p>Landlord Name: Park County Arena Board Landlord Entity: corporation (i.e. individual, corporation, LLC, etc.) Mailing Address: P.O. Box 1902 Cody, WY 82414 Phone No.: Email: 307-587-1691 rileyarena@gmail.com</p>	
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<p><u>Site Information</u></p> <p>Site Address: 1400 Heart Mountain Street Square Footage: Square feet lease space. square feet Parcel Number: 05530107943038</p>	<p><u>Option Terms</u></p> <p>Option Amount: \$One Hundred (e.g. 100.00) = \$100 (e.g. one hundred) dollars Option Term: one (1) year Option Renewal Term: three (3) additional one (1) year period(s)</p>
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Lease Terms

Site Type:

Lease Use

Please choose one item below:

- Ground only
- Tower only
- Tower and Ground
- Rooftop
- Watertank
- In-building
- Easement only
- Other, please specify

Payee Name: ParkCountyArenaBoard
Payee Address: P.O. Box 1902, Cody, WY 82414
Rent Amount: \$2,250.00= Two Thousand Two Hundred Fifty Dollars
Rent Frequency: month
Rent Increase: 105% = One Hundred Five percent (*over preceding term*)
Utilities: \$ N/A = N/A dollars
Lease Term: Five (5) years
Renewal Terms: Five (5) additional Five-year (5)terms
Cancel Terms: ninety (90) days prior

Instructions: *The above table form section of this document is protected so fill-in fields will populate in the lease and MOL, which are unprotected. Be sure to check fill-in fields and other sections carefully for accuracy and proper format – make corrections. BE CAREFUL!*

Non-Standard Changes: (Bullet point summaries only; no copying and pasting from lease)

Approved by:

Real Estate Manager Date

General Manager/Director Date

Legal Department Date

Vice President (if applicable) Date

SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "**Lease**") is effective the date of the last signature on this Lease (the "**Effective Date**") by and between Park County Arena Board, a Wyoming non-profit corporation ("**Landlord**") and T-Mobile West LLC, a Delaware limited liability company ("**Tenant**").

Landlord and Tenant agree to the following:

- 1. Property Description.** The City of Cody ("Owner") is the owner of the real property located at 1400 Heart Mountain Street (the "Property") and Landlord leases the Property from the Owner, as further described on **Exhibit A**. Lessor has written authority from the Owner to enter into this Lease with Tenant and to receive all rents. The Property includes the premises which is comprised of approximately Square feet lease space. square feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities as generally described on **Exhibit B** (the "**Premises**"). Tenant reserves the right to update the description of the Premises on **Exhibit B** to reflect any modifications or changes.
- 2. Option.** Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Lease (the "**Option**"). The Option shall commence on the Effective Date and shall continue for a period of one (1) year (the "**Option Period**"). For the Option, Tenant shall pay Landlord \$100 and no/100 dollars (\$100.00).
- 3. Landlord Cooperation.** During the Option Period and Term (as defined below), Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "**Governmental Approvals**"), and to the fullest extent necessary, Landlord grants Tenant and its agents power of attorney to take all such actions on behalf of and in the name of Landlord. Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals.
- 4. Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "**Antenna Facilities**"). The Premises may be used for the construction, installation, operation, maintenance, repair, ~~addition~~, modification, upgrading, removal or replacement of any and all Antenna Facilities (the "**Permitted Uses**") for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. If necessary to maintain service, Tenant shall have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

5. Lease Term.

a) The Initial Term of the Lease shall be Five (5) years commencing on the date of Tenant's exercise of the Option (the "**Commencement Date**"), and ending on the day immediately preceding the fifth

(5th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**."

b) The Initial Term shall automatically renew for Five (5) successive renewal terms of Five (5) years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.

6. **Rent/Other Charges.**

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of Two Thousand Two Hundred Fifty Dollars (\$2,250.00) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) The Rent for each successive Renewal Term shall be an amount equal to One Hundred Five percent (105%) of the Rent for the immediately preceding Term.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord.

7. **Interference.** Tenant shall not interfere with the radio frequency communications of Owner and Landlord or any of Owner's and Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference shall be deemed a material breach of this Lease by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference.

8. **Utility Services.**

a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment, including a generator, optical fiber facilities, and alternative energy related equipment, to service its Antenna Facilities, or cell-on-wheels on the Property (collectively, the "**Utility Facilities**"). Any generator to be used by Tenant must be approved in advance by Landlord before any installation or use, such approval not to be unreasonably withheld, delayed or conditioned. Landlord reserves the right to refuse the use of any generator that may cause unreasonable noise, vibration or other environmental condition.

b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant may install separate meters for Tenant's utility usage. If Tenant does

not install a separate meter, Tenant shall pay Landlord N/A dollars (\$N/A) or the actual cost of such utilities, per month, whichever is greater, for its utility usage.

9. Access and Easements.

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees.

b) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "**Easements**"), so long as such activities do not interfere with Landlord's use of the Property. Landlord shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant.

10. Termination. Tenant may terminate this Lease without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("**FCC**") ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Lease for any or no reason.

11. Casualty and Condemnation. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

12. Default and Right to Cure. A party shall be deemed in default under this Lease if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party ("**Default**"). This Lease, or Tenant's rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material; (b) Landlord shall have given Tenant not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Tenant fails to cure or commence the cure of such Default within the second thirty (30) day notice period; and (c) Landlord lacks any other adequate legal or equitable right or remedy.

Notwithstanding anything to the contrary contained herein, Landlord may terminate this Lease without further liability, upon thirty (30) days prior written notice to Tenant if Tenant has failed to pay Rent as due more than five (5) times total during the Initial Term or any Renewal Term.

13. Taxes. Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Landlord shall provide prompt and timely notice of any tax or assessment for which Tenant is liable. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge.

14. Insurance and Subrogation and Indemnification.

a) During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.

b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

c) Subject to the property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

d) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "**Pre-Existing Violations**"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, however, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.

e) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Lease.

15. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or

Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/MT03017A

If to Landlord, to:

Park County Arena Board
P.O. Box 1902
Cody, WY 82414

Per the W-9 Form Rent is to be paid to:

ParkCountyArenaBoard
P.O. Box 1902, Cody, WY 82414

16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Lease and to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which will interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

17. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

18. Assignment.

a) Tenant shall have the right to assign, sublease or otherwise transfer this Lease, upon written notice to Landlord and full assumption in writing of all rights, duties and obligations of Tenant. Upon receipt by Landlord of an assignment or transfer in writing with full assumption in writing of all rights, duties and obligations of Tenant, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Lease. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Landlord shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Lease. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due

under this Lease. Landlord shall not attempt to assign, or otherwise transfer this Lease separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Lease.

19. Relocation. Except in emergencies, Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Landlord agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work. In the event of an emergency, Landlord will contact Tenant and work with them to the best of their ability to coordinate relocation.

20. Marking and Lighting Requirements. If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. Miscellaneous.

a) The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as Exhibit C; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "**Mortgage**"), a subordination, non-disturbance and attornment agreement using Tenant's form.

d) This Lease shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

e) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Lease and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

LANDLORD: Park County Arena Board

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: T-Mobile West LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

T-Mobile Legal Approval

EXHIBIT A
Legal Description

Property address of 1400 Heart Mountain Street
Assessor's tax parcel number of 05530107943038

The Property is legally described as follows:

T.53N.,R.101W., 6th P.M., Park County, Wyoming

Section 32: A rectangular piece of land 200 feet east and west by 75 feet north and south located in the northeast corner of that part of the W½SE¼, described as follows, to wit:

Commencing at the southeast corner of Lot 5, Block 16, Original Town of Cody (according to the recorded plat thereof), the POINT OF BEGINNING also at the northwest corner of a tract of land conveyed by the Lincoln Land Company to R.L. Thayer by deed dated January 10, 1906; thence south in line with the east line of Lot 5, and along the west line of the R.L. Thayer tract, and the continuation south thereof, 500 feet; thence wets at right angles thereto 300 feet, to intersect the west line of Fourteenth Street (formerly Fourth Street) of the Town of Cody, if the west line were produced south, the point of intersection being also at the southeast corner of a tract of land conveyed by the Lincoln Land Company to Roy H. Archer by deed dated January 8, 1940; thence north along the produced west street line, and along the east line of the Roy H. Archer tract, and along the east line of a tract of land conveyed by the Lincoln Land Company to W.C. Athon by deed dated November 24, 1939, and along the east line of a tract of land conveyed by the Lincoln Land Company to George N. Fettes by deed dated October 5, 1905; 500 feet, to the southwest corner of a tract of land conveyed by the Lincoln Land Company to Lelian S. Tinkcom by deed dated January 29, 1940; thence due east on a line parallel with the south line of Alger Avenue of the Town and along the south line of the Lelian S. Tinkcom tract, and along the south lines of Lots 8, 7, 6 and 5 in Block 16 of the Original Town, 300 feet to the PLACE OF BEGINNING.

EXHIBIT B

Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Antenna Facilities are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the Property.

Notwithstanding anything to the contrary, the specific number and type of equipment described in the Exhibit is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, refurbish, relocate or upgrade any such equipment within the Premises.

[Enter Premises description here or on attachment(s).]

EXHIBIT C

Memorandum of Lease

[CONFIRM HEADING/MARGINS/FORMAT CONFORM TO STATE AND LOCAL REQUIREMENTS]

After Recording, Mail To:

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Lease") by and between Park County Arena Board, a(n) corporation ("Landlord") and Market Entity Name. Montana, a Delaware limited liability companyT-Mobile West LLC ("Tenant") was made regarding a portion of the following property (as more particularly described in the Lease, the "Premises"):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. Pursuant to the Lease, Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in the Lease. The Option is for an initial term of one (1) year commencing on the effective date of the Lease.
3. Provided that the Option has been exercised by Tenant, the initial term of the Lease shall be for Five (5) years and will commence on the date that Tenant exercises its Option.
4. Tenant shall have the right to extend the Lease for Five (5) additional and successive Five(5)-year terms.
5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Park County Arena Board

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: T-Mobile West LLC

By: _____

Printed Name: _____

Title: _____

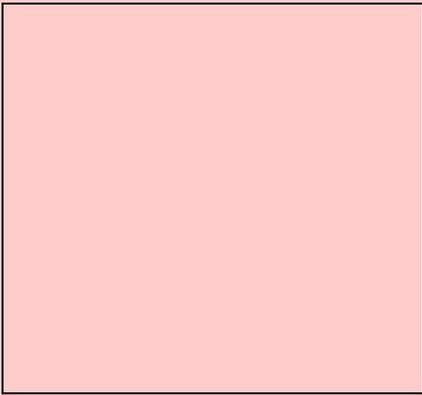
Date: _____

[Landlord Notary block for a Corporation, Partnership ,or Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by
_____, [title] _____ of
_____ a _____ [type of entity], on behalf of said
_____ [name of entity].

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

Memorandum of Lease - Exhibit A
Legal Description

The Property is legally described as follows:

T.53N.,R.101W., 6th P.M., Park County, Wyoming

Section 32: A rectangular piece of land 200 feet east and west by 75 feet north and south located in the northeast corner of that part of the W¹/₂SE¹/₄, described as follows, to wit:

Commencing at the southeast corner of Lot 5, Block 16, Original Town of Cody (according to the recorded plat thereof), the POINT OF BEGINNING also at the northwest corner of a tract of land conveyed by the Lincoln Land Company to R.L. Thayer by deed dated January 10, 1906; thence south in line with the east line of Lot 5, and along the west line of the R.L. Thayer tract, and the continuation south thereof, 500 feet; thence wets at right angles thereto 300 feet, to intersect the west line of Fourteenth Street (formerly Fourth Street) of the Town of Cody, if the west line were produced south, the point of intersection being also at the southeast corner of a tract of land conveyed by the Lincoln Land Company to Roy H. Archer by deed dated January 8, 1940; thence north along the produced west street line, and along the east line of the Roy H. Archer tract, and along the east line of a tract of land conveyed by the Lincoln Land Company to W.C. Athon by deed dated November 24, 1939, and along the east line of a tract of land conveyed by the Lincoln Land Company to George N. Fettes by deed dated October 5, 1905; 500 feet, to the southwest corner of a tract of land conveyed by the Lincoln Land Company to Lelian S. Tinkcom by deed dated January 29, 1940; thence due east on a line parallel with the south line of Alger Avenue of the Town and along the south line of the Lelian S. Tinkcom tract, and along the south lines of Lots 8, 7, 6 and 5 in Block 16 of the Original Town, 300 feet to the PLACE OF BEGINNING.

MEETING DATE: OCTOBER 17, 2017
 DEPARTMENT: ADMINISTRATIVE SERVICES
 PREPARED BY: LESLIE BRUMAGE, FINANCE OFFICER
 PRESENTED BY: LESLIE BRUMAGE, FINANCE OFFICER

AGENDA ITEM SUMMARY REPORT **Resolution 2017-12 Budget Amendment**

ACTION TO BE TAKEN:

Approve the resolution amending the FY16-17 budget.

SUMMARY OF INFORMATION:

The City of Cody adopted the budget for FY16-17 on June 21, 2016. Per State Statute, budgets may be amended through Resolution by the City Council. This request includes the following amendments:

1.	(\$17,588) Revenue	Remove the SLIB consensus grant revenue for the City shop roof project. The project came in under budget and was fully funded through streets operating budget
2.	\$18,146 Revenue	Add the SLIB consensus grant revenue for the Monument St overlay project that was reallocated from the City shop roof project and the remaining unspent funds from the Mentock park budget
3.	\$60,000 Revenue	Add the US Dept of Justice grant revenue for the NIBRS grant
4.	\$50,000 Revenue	Add the US Dept of Justice grant revenue for the body-worn camera grant
5.	(\$16,300) Expense	Reduce the expense for the City shop roof project. The project came in significantly under budget at \$8,700 and was originally budgeted for \$25,000
6.	\$4,300 Expense	Utilize a portion of the PEG grant funds in the General Fund restricted reserves to replace the Granicus service that records and broadcasts City meetings
7.	\$60,000 Expense	Add a grant expense line item for the US Dept of Justice NIBRS grant
8.	\$50,000 Expense	Add a grant expense line for the US Dept of Justice Body-Worn Camera grant

FISCAL IMPACT

General Fund – revenue will increase by \$110,558 and expenses will increase by \$98,000.
 Restricted reserves in the General Fund will decrease by \$4,300.

ALTERNATIVES

At its discretion, the City Council may approve or deny the Resolution.

ATTACHMENTS

1. Resolution 2017-12

AGENDA & SUMMARY REPORT TO:

1. None

AGENDA ITEM NO. _____

RESOLUTION 2017-12

A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2017-2018

WITNESSETH:

WHEREAS, the final budget for Fiscal Year 2017-2018 was duly adopted by the City of Cody with Ordinance No 2017-14 on June 20, 2017 in accordance with the State of Wyoming Statutes; and

WHEREAS, the City of Cody Council has determined it is appropriate to amend the final budget, in accordance with proper governmental accounting and financial reporting practices; and

WHEREAS, funds are available to cover such amendments as designated in the requested action.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Cody, the following action was authorized by the City of Cody Council:

	Current Budget	Proposed Amendment	Amended Budget
REVENUES			
General Fund	\$11,275,277	\$110,558	\$11,385,835
Vehicle Replacement Fund	\$429,741		\$429,741
Lodging Tax Fund	\$127,000		\$127,000
Public Improvements Fund	\$0		\$0
Specific Purpose Tax Fund	\$2,307,672		\$2,307,672
Solid Waste Fund	\$2,299,491		\$2,299,491
Water Fund	\$3,616,201		\$3,616,201
Wastewater Fund	\$2,368,001		\$2,368,001
Electric Fund	\$12,626,605		\$12,626,605
TOTAL REVENUE	\$35,049,988	\$110,558	\$35,160,546
EXPENSES			
Mayor - Council	\$487,938	\$4,300	\$492,238
Pass Through Grants	\$748,360		\$748,360
City Administrator	\$155,224		\$155,224
Administrative Services	\$1,404,018		\$1,404,018
Police	\$3,038,976	\$110,000	\$3,148,976
Parks Maintenance	\$956,181		\$956,181
Public Facilities	\$509,994		\$509,994
Recreation Center	\$1,072,484		\$1,072,484
Aquatics	\$778,123		\$778,123
Community Development	\$610,195		\$610,195
Streets	\$1,358,826	(\$16,300)	\$1,342,526
Vehicle Maintenance	\$312,404		\$312,404
Vehicle Replacement	\$537,250		\$537,250
Lodging Tax	\$156,265		\$156,265
Public Improvements	\$0		\$0
Specific Purpose Tax Fund	\$504,400		\$504,400
Solid Waste Fund	\$2,339,643		\$2,339,643
Water Fund	\$3,421,580		\$3,421,580
Wastewater Fund	\$2,863,061		\$2,863,061
Electric Fund	\$13,282,927		\$13,282,927
TOTAL EXPENSES	\$34,537,849	\$98,000	\$34,635,849

PASSED, APPROVED AND ADOPTED THE 17th day of October 2017

Matt Hall, Mayor

Attest:

Cynthia Baker, Administrative Services Officer

Entitled: A RESOLUTION AUTHORIZING SUBMISSION OF A PRE-APPLICATION FORM TO THE TO THE STATE LOAN AND INVESTMENT BOARD FOR A LOAN THROUGH THE STATE REVOLVING FUND ON BEHALF OF THE GOVERNING BODY FOR THE

(NAME OF APPLICANT)

FOR THE PURPOSE OF

(STATE TITLE AND PUPOSE OF PROJECT)

WITNESSETH

WHEREAS, the Governing Body for the

(NAME OF APPLICANT)

desires to participate in the State Revolving Fund program to assist in financing this project: and

WHEREAS, the Governing Body for the

(NAME OF APPLICANT)

recognizes the need for the project: and

WHEREAS, the STATE REVOLVING FUND program requires that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, the Governing Body of the

(NAME OF APPLICANT)

plans to repay the requested STATE REVOLVING FUND LOAN from the following sources (s):

(DESCRIBE THE SOURCE OF ALL REPAYMENT FUNDS)

; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE

(NAME OF APPLICANT)

that a loan application in the amount of \$ be submitted to the State Loan and Investment Board for consideration at the State Loan and Investment Board meeting to assist in funding

(name of project)

BE IT FURTHER RESOLVED, that

(name and title of persons)

are hereby designated as the authorized representatives of the

(name of applicant)

to act on behalf of the Governing Body on all matters relating to this loan application.

PASSED, APPROVED AND ADOPTED THIS day of , 20

(Name & Title)

Attest:

(Name & Title)

ORDINANCE NO. 2017-24

**AN ORDINANCE AMENDING THE ACCESSORY DWELLING UNIT
STANDARDS OF CITY OF CODY MUNICIPAL CODE 10-8-2(A)**

WHEREAS, notice of a public hearing to consider this action was published in the Cody Enterprise on October 9, 2017;

WHEREAS, a public hearing was held on November 7, 2017 before the City Council, as advertised, at which meeting the City Council heard comments from all persons wishing to speak for or against the proposed ordinance; and,

WHEREAS, the Cody City Council has thoroughly reviewed the matter and deems that it is in the best interest of the public and the City of Cody to approve the proposed ordinance.

**NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF CODY, PARK COUNTY, WYOMING:**

1. Item #10 within Section 10-8-2(A), Accessory Dwelling Units, of the City of Cody Municipal Code is hereby amended to read as follows:

10. Owner Occupancy: Within the RR and R-1 Zoning Districts, the owner of the property must utilize the primary dwelling unit or ADU as their primary residence; the dwellings shall not both be occupied unless this is the case.

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: 10/3/17
PASSED ON SECOND READING: -
PASSED ON THIRD READING: -

Matt Hall, Mayor

Attest:

Cynthia Baker
Administrative Services Director

ORDINANCE NO. 2017-~~21~~

AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, SECTION 3, TO THE CITY OF CODY CODE: SALES BY FRATERNAL CLUBS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, PARK COUNTY, WYOMING:

Title 3, Chapter 2, Section 3, of the City of Cody Code, shall be amended to provide as follows:

3-2-3: Sales by Fraternal Clubs

No "club", as defined by section 3-2-1 of this chapter, holding a limited retail liquor license, shall sell alcoholic or malt beverages for consumption anywhere except the building or space in the or the premises leased or owned by such club for the use of its members and guest, and it shall be the duty and obligation of said club to so check and regulate the sale to members and guests that any and all alcoholic or malt beverages sold by it shall be consumed in such building, space or premises. The age restrictions in section 3-2-6 shall not apply to club licenses. The Governing Body may, upon application by the club, allow the club to serve alcoholic or malt beverages outside its building, but on its premises for a period of time not to exceed 24 (twenty-four) hours, and subject to such terms, conditions and limitations as the Governing Body may establish. The Governing Body may, by resolution, authorize the City Administrator and /or the Administrative Services Director to approve such permits without action or approval by the Governing Body, provided that the applicant complies with the terms, conditions and limitations established by the resolution. In the event that the applicant wishes to request modifications or exceptions to such terms, conditions and limitations, such request must be presented to the Governing Body, and the Governing Body may approve, deny or partially approve such modifications or exceptions.

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING: 9/19/17, 2017
PASSED ON SECOND READING: 10/3/17, 2017
PASSED ON THIRD READING: _____, 2017

ATTEST:

Matt Hall, Mayor

Cynthia D. Baker
Administrative Services Director

ORDINANCE NO. 2017-22

AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, SECTION 14, TO THE CITY OF CODY CODE: LICENSE FEES

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, PARK COUNTY, WYOMING:

Title 3, Chapter 2, Section 14, of the City of Cody Code, shall be amended to provide as follows:

3-2-9: Types of Licenses and Permits

3-2-14: LICENSE FEES:  

- A. Every applicant issued a retail liquor license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of one thousand five hundred dollars (\$1,500.00). ~~The fee for a second dispensing room, as defined by Wyoming Statutes title 12, is one thousand dollars (\$1,000.00).~~
- B. Every applicant issued a limited retail liquor license (special club) by the provisions of this article shall pay annually in advance for a license hereunder, the sum of six hundred dollars (\$600.00). ~~The fee for a second dispensing room, as defined by Wyoming Statutes title 12, is four hundred dollars (\$400.00).~~
- C. Every applicant issued a resort liquor license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of one thousand dollars (\$1,000.00).
- D. Every applicant issued a restaurant liquor license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of one thousand dollars (\$1,000.00). The fee for a second dispensing room, as defined by Wyoming Statutes Title 12, is six hundred sixty six dollars sixty seven cents (\$666.67).
- E. Every applicant issued a twenty four (24) hour malt beverage permit by the provisions of this article shall pay in advance, the sum of thirty dollars (\$30.00).
- F. Every applicant issued a special malt beverage permit for a public auditorium, civic center or events center by the provisions of this article shall pay annually in advance the sum of one thousand five hundred dollars (\$1,500.00).
- G. Every applicant issued a twenty four (24) hour catering permit by the provisions of this article shall pay in advance, the sum of one hundred dollars (\$100.00).
- ~~H. Every applicant who is issued a twenty four (24) hour dispensing room permit shall pay a fee of one hundred dollars (\$100.00) for a twenty four (24) hour period of time.~~
- I. Every applicant who is issued a microbrewery permit by the provisions of this article shall pay annually in advance a fee of five hundred dollars (\$500.00).

- J. Every applicant issued a winery permit by the provisions of this article shall pay annually in advance for a license hereunder, the sum of five hundred dollars (\$500.00).
- K. Any applicant who is issued a satellite winery permit by the provisions of this article shall pay annually in advance the sum of one hundred dollars (\$100.00).
- L. Any applicant who is issued a satellite distillery permit by the provisions of this article shall pay annually in advance the sum of one hundred dollars (\$100.00).
- M. Any applicant who is issued a bar and grill liquor license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of five thousand dollars (\$5,000.00) upon initial issuance and one thousand five hundred dollars (\$1,500.00) upon each annual renewal. ~~The fee for a second dispensing room, as defined by Wyoming Statutes title 12, is three thousand three hundred thirty three dollars thirty four cents (\$3,333.34) upon initial issuance and one thousand dollars (\$1,000.00) upon each renewal.~~
- N. As of July 1, 2013, a portion of the revenue collected from said liquor license fees shall be allocated to the Topsy Taxi program so long as the program remains operational. The amount of such allocation shall be determined each fiscal year through the city budgeting process. (

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING: 9/19/17
PASSED ON SECOND READING: 10/3/17
PASSED ON THIRD READING:

Matt Hall, Mayor

ATTEST:

Cynthia D. Baker, Administrative Services Director

ORDINANCE NO. 2017-23

AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, SECTION 9, TO THE CITY OF CODY CODE: TYPES OF LICENSES AND PERMITS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, PARK COUNTY, WYOMING:

Title 3, Chapter 2, Section 9, of the City of Cody Code, shall be amended to remove item “H” Twenty-four (24) hour dispensing room permit .

3-2-9: Types of Licenses and Permits

Pursuant to Wyoming Statutes title 12, the city may issue the following types of licenses and permits pertaining to alcoholic beverages:

- A. Retail liquor license;
- B. Limited retail liquor license (special club);
- C. Resort liquor license;
- D. Restaurant liquor license;
- E. Twenty four (24) hour malt beverage permit;
- F. Special malt beverage permit;
- G. Twenty four (24) hour catering permit;
- ~~H. Twenty four (24) hour dispensing room permit;~~
- ~~H~~. Microbrewery permit;
- ~~I~~. Winery permit;
- ~~J~~. Satellite winery permit;
- ~~K~~. Satellite distillery permit;
- ~~L~~. Bar and grill liquor license.

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING: 09/19/17
PASSED ON SECOND READING: 10/3/17
PASSED ON THIRD READING:

Matt Hall, Mayor

ATTEST:

Cynthia D. Baker, Administrative Services Director

RESOLUTION 2017-09

**A RESOLUTION GIVING CITY STAFF
AUTHORITY TO APPROVE REQUESTS
FROM HOLDERS OF CLUB LICENSES
TO DISPENSE ALCOHOL OUTSIDE THE
LICENSED BUILDING**

WITNESSETH:

WHEREAS, the State of Wyoming has granted authority to municipalities to regulate and enforce the sale of alcohol; and

WHEREAS, W.S. 12-4-301 authorizes clubs holding a limited retail liquor license (also known as a “club license”) to sell alcoholic or malt beverages for consumption anywhere on the licenses premises, subject to approval by the licensing authority; and

WHEREAS, City of Cody ordinance 3-2-3 provides that the Governing Body may, by resolution, authorize the City Administrator and /or Administrative Services Officer to approve such requests from those possessing a club license to sell alcohol outside the licensed building; and

WHEREAS, the City of Cody desires to allow the City Administrator and / or the Administrative Services Director to approve such requests, subject to the conditions described herein;

THEREFORE, BE IT RESOLVED BY THE CITY OF CODY as follows:

The City Administrator and / or the Administrative Services Director are hereby authorized to grant requests by those bona fide clubs (as defined by W.S. 12-1-101(a)(iii) which possess limited retail liquor licenses to sell or dispense alcohol outside the licensee’s licensed building, subject to the following terms, conditions and limitations:

1. The request shall be for no longer than twelve hours on a single day;
2. If the applicant intends to provide a band, DJ and /or other amplified music during the event in which it serves alcohol outside its building, the applicant shall ensure that the band, DJ and / or amplified music operate no later than 10:00 p.m.; and
3. The Chief of Police, or the Chief’s designee, shall at all times have the authority to immediately revoke or suspend the authority to sell or dispense alcohol outside the building, or otherwise order the applicant to cease the sale and / or dispensing of alcohol outside the building, if in the discretion of the Chief of Police or the Chief’s designee, the event poses a danger to the health, safety or welfare of the community.

If the applicant wishes to modify these conditions, the applicant shall seek approval from the Governing Body for such request.

PASSED, APPROVED AND ADOPTED THE _____ day of September, 2017.

MATT HALL, Mayor

Attest:

Cynthia Baker, Administrative Services Officer