



NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA

Paul Bertoglio, Commissioner
Forrest Chadwick, Commissioner
Rob Hendry, Commissioner
Matt Keating, Commissioner
John H. Lawson, Commissioner

Tuesday, July 17, 2018 5:30 p.m.
Natrona County Courthouse, 200 North Center, Casper, Wyoming
2nd Floor, District Courtroom #1

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF CONSENT AGENDA**
- V. PUBLIC COMMENTS**
- VI. COMMISSIONER COMMENTS**
- VII. ADJOURNMENT**



**NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Paul Bertoglio, Commissioner
Forrest Chadwick, Commissioner
Rob Hendry, Commissioner
Matt Keating, Commissioner
John H. Lawson, Commissioner

CONSENT AGENDA

Tuesday, July 17, 2018 5:30 p.m.
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming
2nd Floor, District Courtroom #2

I. APPROVAL OF JULY 3, 2018 MEETING MINUTES

II. APPROVAL OF BILLS - \$158,187.51

III. CONTRACTS, AGREEMENTS, RESOLUTIONS

- A. Contract between NC and 609 Consulting, LLC for Services for the Beartrap Water System
- B. Resolution 26-18 Wyoming Department of Health (DOH) Prevention Grant
- C. Final Acceptance Certificate-WYDOT TAP Grant phase I of the Casper College to Rotary Park

Pathway Project

- D. Contract between State of WY, DFS & NC BOCC – Community Juvenile Services Board (CJSB)
- E. MOU among the Department of Revenue (DOR), NC & NC Assessor

IV. STATEMENT OF EARNINGS TOTALING \$

Cooperative Extension	\$190.00
Development	\$3,823.50

V. PETITION AND AFFIDAVIT FOR CANCELLATION OF TAXES

TOTALING \$2,014.56: 2018 BIBLE, DAVID F \$-1,210.03; 2017 MULVEY, DONALD J \$199.00; 2017 HATFIELD, DAVID E \$706.89; 2016 HATFIELD, DAVID E \$623.28; 2015 HATFIELD, DAVID E \$692.67; 2014 HATFIELD, DAVID E \$533.70; 2013 HATFIELD, DAVID E \$469.05

BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
July 3, 2018

The regular meeting of the Board of County Commissioners was brought to order at 5:30 p.m. by Chairman Lawson. Those in attendance were Commissioner Rob Hendry, Commissioner Matt Keating, Commissioner Paul Bertoglio, Commissioner Chadwick, Deputy County Attorney Charmaine Reed, Chief Deputy County Clerk Tracy Good and Commissioners' Assistant Michelle Maines.

Consent Agenda:

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

Public Hearings:

FY 2018-2019 Budget Approval Resolution 24-18

Chief Deputy Clerk Good reported on the budget for FY 2018/19.

Chairman Lawson opened the public Hearing.

Speaking in favor: none

Speaking in opposition: Tracy Lamont (Casper), Sheriff Gus Holbrook (Casper), Shawn Johnson, Deputy & Casper City Council (Casper), Dave North (Casper), Jim Milne (Casper), Shellie Smith, Deputy (Casper), Joe Wistisen, Deputy (Casper), Dave Hulshizer, Deputy (Casper), Mike Haigler (Casper), Terry Wingerter (Casper), Donna Fox (Casper), Taylor Courtney, Deputy (Casper), Jennifer Turnball (Casper), Jerry Cook (Casper)

Hearing no further comments, Chairman Lawson closed the public hearing.

Commissioner Chadwick moved for approval of Resolution 24-18. Commissioner Bertoglio seconded the motion. Commissioner Keating offered an amendment to add a commitment from this commission to support any overage the Sheriff's Office incurs in wage adjustments. Commissioner Bertoglio said he would second except that he was not aware if this was an appropriate amendment to a budget.

Attorney Reed advised the budget has to do with the numbers and not policy. The Commissioner may adopt or amend the budget amounts, but to have a policy in the budget to support the Sheriff's Office would not be appropriate.

Commissioner Keating reported he would give a hard number, but it is a moving target that has many factors. Commissioner Keating called for the question of each County Commissioner "Will you or will you not support any overage that the Sheriff as he moves forward with his budget implementing wage adjustments?" Commissioner Chadwick, Chairman Lawson, Commissioner Hendry, and Commissioner Bertoglio each indicated support for the Sheriff.

Commissioner Keating amended his amendment to add to the budget \$616,000 for wage adjustment. Commissioner Keating stated that this last budget cycle the Sheriff asked for a wage adjustment and 2% COLA totaling \$616,000 plus change; because he hasn't had the full time employees and there have been less expenses otherwise the Sheriff gave back approximately

\$1,024,000. The county will just be in a different position next year, guessing the Sheriff will be giving more money back. Motion failed due to lack of a second.

After further discussion Chairman Lawson called for a vote of those in favor of passing Resolution 24-18.

In favor: Commissioner Hendry, Commissioner Bertoglio, Commissioner Chadwick, Chairman Lawson

Opposed: Commissioner Keating
Resolution passed.

CUP18-4

Jason Gutierrez, Development Director, reported this is a request by Fred and Mary Fitchner for a Conditional Use Permit Allow a wedding/reception venue as a type of commercial recreation in a Rural Residential Zoning District.

Chairman Lawson opened the public hearing.

Speaking in favor: Fred Fitchner (applicant)

Speaking in opposition: Mick Talmadge (Meadow Acres), Dwayne Raebel (Meadow Acres), Linda Henderson (Meadow Acres), Rita Snodgrass (Meadow Acres), Barbara Ross (Meadow Acres), Theresa Talmadge (Meadow Acres), Hazel Suedes (Meadow Acres), Vicki Parke (Meadow Acres), Roxie Camp (Meadow Acres)

Hearing no further comments, Chairman Lawson closed the public hearing.

Commissioner Chadwick move to approve the Conditional Use Permit. Commissioner Keating seconded the motion but to include extending the time to 11PM and requiring an Annual Dust Suppression Treatment Plan with Mag-chloride at least; the plan cannot include water and no one time treatment. Commissioner Chadwick accepted the revision of his motion.

After discussion Chairman Lawson called for a vote of those in favor of the Conditional Use Permit. In favor: Commissioner Keating; Opposed: Commissioner Hendry, Commissioner Bertoglio, Commissioner Chadwick, Chairman Lawson.

Finding of fact for denial – Granting the CUP would alter and characteristics of the neighborhood and the increase the amount of dust in the neighborhood.

Motion failed.

CUP18-5

Jason Gutierrez, Development Director, reported this is a request by Amanda Huskey dba: Amanda's Kid-care for a Conditional Use Permit to allow a Family Child Care Center in Suburban Residential One (SR-1).

Chairman Lawson opened the public hearing.

Speaking in favor: Amanda Huskey (applicant)

Hearing no comments in opposition, Chairman Lawson closed the public hearing.

Commissioner Hendry moved for approval of the Conditional Use Permit incorporating staff finding of fact. Commissioner Bertoglio seconded the motion. Motion carried.

VC18-1

Jason Gutierrez, Development Director, reported this is a request by John & Patricia Johnson for a Variance to the minimum lot size of 10 acres in the Urban Agriculture Zoning District. Applicant is seeking the variance to create a 1-1½-acre parcel.

Chairman Lawson opened the public hearing.

Speaking in favor: John Johnson (applicant)

Speaking in opposition:

Hearing no comments in opposition, Chairman Lawson closed the public hearing.

Commissioner Keating moved for approval of the Variance. Commissioner Bertoglio seconded the motion.

After discussion Chairman Lawson called for a vote of those in favor of the Variance. In favor: Commissioner Keating; Opposed: Commissioner Hendry, Commissioner Bertoglio, Commissioner Chadwick, Chairman Lawson.

Finding of fact for denial - from staff report.

Motion failed.

Public Comments:

Chairman Lawson opened the floor to Public Comments.

Public comments from: Howard Christman (Casper), Bill Schilling (Rotary Club, Chairman, Casper), Ronald Dutton (Casper), Bob Ide (Casper), Becky Sondag (Casper), Donna Fox (Casper), Michael Reed (Casper), Terry Wingerter (Casper), Mark Hileman (Casper), Jacquie Willhite (Casper), Kathy Toupes (Casper), Kathy Allison Walters (Casper)

Hearing no further comments the floor was closed.

Commissioner Comments:

Chairman Lawson opened the floor to Commissioner Comments.

Hearing no further comments the floor was closed.

Adjournment:

There being no further business to come before the Board of Commissioners, Chairman Lawson adjourned the meeting at 9:40 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

John H. Lawson, Chairman

ATTEST:

NATRONA COUNTY CLERK

Renea Vitto

A&I / ST OF WY ENT TECH	53.25	HOMAX OIL SALES	1,771.00
ALSCO	91.77	JIVIDEN, KEN	85.76
AMAZON CAPITAL SERVICES	267.47	LITHIA AUTO STORES/CASPER	434.44
AMBI MAIL & MARKETING	8,475.35	M.A.D. TRANSPORTATION & TOWING	700.00
APPLIED CONCEPTS	219.00	MATTHEW BENDER & CO	320.31
ATLAS OFFICE PRODUCTS	45.87	MCCARTHY, DAVID PC	81.89
AXIS FORENSIC TOXICOLOGY	1,080.00	MIDWEST HOSE & SPECIALTY	222.57
BENNETT, THOMAS L MD	11,133.37	MIDWEST MEDICAL SUPPLY	69.51
BIG D OIL	600.24	MTN STATES LITHOGRAPHING	1,547.01
BIG O TIRES	2,042.96	NAPA AUTO PARTS	614.28
BLACK HILLS ENERGY	3,672.59	NEWMAN SIGNS	456.74
BON AGENCY	441.00	ORKIN	94.00
BROWN, STEPHEN	48.02	OUTPATIENT RADIOLOGY	317.24
CALL2TEST	114.18	PARK STREET LAW OFFICE	2,502.25
CAPITAL BUSINESS SYSTEMS	249.74	PIZZA HUT	81.70
CASPER AREA CHAMBER COMMERCE	75.00	POST AND ASSOCIATES	400.00
CASPER CONTRACTOR'S SUPPLY	296.96	PRAZMA PAINT & AUTO BODY	5,268.95
CASPER TIRE	1,188.00	PRINTWORKS	282.18
CENTURYLINK BUSINESS SERVICES	354.87	PROFESSIONAL PATHOLOGY OF WY	938.00
CENTURYLINK/SEATTLE	1,757.27	REYNOLDS, WAYNE	60.14
CHARTER COMMUNICATIONS	1,471.07	ROCHELLE LAW OFFICES PC	120.00
CITY OF CASPER	5,688.78	SHAMROCK FOODS CO	14,893.74
CLERK OF DISTRICT COURT	3,780.00	STATE OF WY/DIV OF CRIMINAL INVESTIGATION	39.00
COASTAL CHEMICAL	1,449.21	STERLING TALENT SOLUTIONS	1,286.98
COCA-COLA BOTTLING	266.85	SUTHERLANDS	227.56
DECKER AUTO GLASS	726.18	THOMSON REUTERS	808.72
DEWITT WATER SYSTEMS & SERVICE	243.00	TOWN OF MILLS/UTILITY SVC	324.22
DISTAD, ERIC A	1,800.00	UW-INFO TECHNOLOGY	40.00
DOOLEY OIL/CASPER	21,486.24	VERIZON WIRELESS	6,576.17
DRESSER, KYLE	80.29	VOYA FINANCIAL EMPLOYEE BENEFITS	1,066.48
DRUG TESTING SVCS NC	540.00	WAL-MART COMMUNITY/SYNCB	74.99
E&F TOWING TRANSPORTING	1,495.00	MAO PHARMACY	15,555.95
ENERGY LABORATORIES	181.00	WHIPPS, JAMES	415.00
ENTENMANN-ROVIN	346.00	WHITE'S MTN MOTORS	5,000.00
ESCAPE CONFERENCE	100.00	WILLIAMS, PORTER, DAY & NEVILLE,	340.00
FEDERAL EXPRESS CORP/PALATINE	27.83	WILLOUGHBY, PHILLIP T.	7,250.00
FIRST INTERSTATE BANK	5,246.66	WIMACTEL	140.00
FOOD SERVICES OF AMERICA	3,705.32	WORTHINGTON, LENHART & CARPENTER,	114.00
GC BUILDING SUPPLY	263.62	WY COUNTY ASSESSOR'S ASSOC	270.00
GCR TIRES & SERVICE	51.25	WY RENTS	1,080.00
GRAINGER	66.49		
GREENUP, JENNIFER LYNN	5,000.00		
GUTIERREZ, JASON	79.52		158,187.51
HILL, EILEEN	15.51		

NATRONA COUNTY CONTRACT FOR SERVICES FOR THE BEARTRAP WATER SYSTEM

1. **PARTIES.** The parties to this contract are Natrona County ("County") and 609 Consulting, LLC ("Contractor"). The parties' respective contact information is:

NATRONA COUNTY
200 N Center ST, Room 115
Casper, WY 82601

609 Consulting, LLC
5830 East Second Street
Casper, WY 82601

2. **CONTRACTOR'S OBLIGATIONS.**

A. **SCOPE OF WORK.** See Attachment A, Scope of Work.

B. **GENERAL.**

- i. **Facility, Equipment, and Material.** Contractor will provide all equipment and materials necessary to perform Work.
- ii. **Compliance with Laws.** Contractor will be aware of and comply with all applicable federal, state, and local laws and regulations in its performance of this Contract. This includes, but is not limited to the:
 - a) Age Discrimination in Employment Act of 1967 ("ADEA"), 29 U.S.C. §§ 621 *et seq.*, as amended,
 - b) Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101, *et seq.*, as amended,
 - c) Civil Rights Act of 1964, Pub.L. 88-352, 78 Stat. 241 (1964), 42 U.S.C. 2000, *et seq.*, as amended,
 - d) Clean Air Act, 42 U.S.C. §§ 7401, *et seq.*, as amended,
 - e) Clean Water Act, 33 U.S.C. §§ 1251 *et seq.*, as amended,
 - f) Fair Labor Standards Act of 1938 ("FLSA"), 29 U.S.C. §§ 201, *et seq.*, as amended,
 - g) National Environmental Policy Act ("NEPA"), 42 U.S.C. §§ 4321, *et seq.*, as amended,
 - h) Wyoming Ethics and Disclosure Act, Wyo. Stat. §§ 9-13-101, *et seq.*, as amended, and
 - i) Wyoming Fair Employment Practices Act, Wyo. Stat. §§ 27-9-105 *et seq.*, as amended.
- iii. **Incorporation.** Contractor will remain active and in good standing with the Wyoming Secretary of State.
- iv. **Indemnification.** Contractor will indemnify County and County's board members, elected officials, employees, and volunteers from all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform or negligent performance of this Contract. Such indemnification will include, but is not limited to, payment of a judgment(s) against County, payment of a settlement(s) with or without a suit being filed, and legal defense which includes, but is not limited to, payment of legal fees and costs for (1) pre-litigation negotiations and mediation; (2) mediation, litigation, and appeal; and (3) enforcing this indemnification provision
- v. **Insurance.** Prior to commencing performance of this Contract, Contractor will maintain and provide to County proof of the following insurance and in each policy (1) name County and County's board members, elected officials, employees, and volunteers as additional insureds; (2) include a provision prohibiting the insurance company from subrogating against County; and (3) require the insurance company to send any and all notices of termination or other limitation to a policy to County in addition to Contractor.
 - a) **General.** Contractor will maintain and provide proof of comprehensive general liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate from a company authorized to conduct business in Wyoming.

- b) Scope. Coverage will be at least as broad as *Insurance Work Form CG 00 01* covering CGL on an "occurrence" basis, including property damage, bodily injury, personal & advertising injury, and liquor liability coverage.
 - c) Coverage. If Contractor maintains broader coverage and/or higher limits than the above minimums, County is entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage will be available to County.
 - d) Professional. Contractor will maintain insurance appropriate for Contractor's profession in a minimum amount of \$250,000 per claimant and \$500,000 per occurrence from a company acceptable to County.
 - e) Auto. Contractor will maintain vehicle insurance in a minimum amount of \$250,000 per claimant and \$500,000 per occurrence from a company acceptable to County.
 - f) Primary. Contractor's insurance will be the primary insurance for all incidents related to this Contract.
 - g) Vendors and Service Providers. Contractor is responsible for all of its vendors and service providers.
- vi. Unemployment and Workers' Compensation. Prior to commencing performance of this Contract, Contractor will provide proof it is in compliance with Wyoming unemployment insurance and workers' compensation laws.
3. COUNTY'S OBLIGATIONS. The County agrees to pay Contractor an amount not to exceed eighteen thousand five-hundred dollars (\$18,500) for the provision of services described herein. The services shall be provided at the rates contained within Exhibit A attached hereto.
4. EFFECTIVE DATE AND TERM OF CONTRACT. This Contract becomes effective upon the date of the last required signature. This Contract remains in effect until terminated or services are completed.
5. STANDARD PROVISIONS.
- A. GOVERNMENTAL IMMUNITY. County does not waive and specifically retains all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et seq., and all other immunity and the right to assert immunities as a defense.
 - B. AMENDMENT. Any change to this Contract must be in writing signed and dated by both parties.
 - C. APPLICABLE LAW AND VENUE. The laws of the State of Wyoming govern the interpretation and enforcement of this Contract. The courts in the State of Wyoming have jurisdiction over this Contract and the parties. A court in Natrona County, Wyoming is the proper venue for any legal action involving this Contract.
 - D. ASSIGNMENT AND COLLATERAL. The parties will not assign, transfer any right, or delegate any responsibility of this Contract nor use this Contract as collateral without prior written consent of the other party.
 - E. AUDIT. If one party authorizes an audit that includes this Contract, the other party will cooperate with the auditor and provide its records related to this Contract to the auditor as requested.
 - F. AVAILABILITY OF FUNDS. This Contract is conditioned upon the availability of funds to each party. If such funds are not available to either party, that party may terminate this Contract upon reasonable notice without any penalty. Neither party will be liable for any alleged damage resulting from the

unavailability of funds. A party must not claim unavailability of funds for this Contract in order to acquire similar services from a third party.

- G. **CONFLICT OF INTEREST.** The parties will not engage in any activity which could result in a conflict of interest or the appearance of a conflict of interest related to this Contract.
- H. **ENTIRE CONTRACT.** This four page document and Attachment A contain the entire agreement between the parties regarding the subject of this Contract and supersede all prior written and oral communications.
- I. **FORCE MAJEURE.** A party will not be liable for failure to perform in accordance with this Contract if such failure to perform arises out of a cause beyond the party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, an act of a public enemy, epidemic disease, earthquake, fire, flood, freight embargo, quarantine, and unusually severe weather. This provision is effective only if the nonperforming party takes reasonable steps to minimize effects of its nonperformance.
- J. **MATERIAL PREPARED PURSUANT TO CONTRACT.** All finished and unfinished material prepared by Contractor pursuant to this Contract is the property of County and will be a public record with the exception of material that is privileged or confidential. Contractor may retain a copy or other replica of such material for its own use.
- K. **NONDISCRIMINATION.** The parties will not discriminate against any individual based on age, gender, gender-preference, pregnancy, color, race, religion, national origin, or a disability that can be reasonably accommodated.
- L. **NOTICE.** A party will give notice to the other party by certified mail sent to the respective address given in this Contract or by an email acknowledged by the non-sending party.
- M. **RELATED CONTRACT.** Either party may enter a separate contract(s) for a service and/or deliverable related to this Contract. The other party will reasonably cooperate regarding such contract(s).
- N. **SIGNATURE.** Each person signing below is authorized to sign this Contract on behalf of her/his entity.
- O. **TERMINATION.**
 - i. **Material Breach.** Either party may terminate this Contract if, after giving 30 days' notice of a material breach to the other party, the other party fails to cure the material breach.
 - ii. **Notice.** Either party may terminate this Contract upon 90 days' notice to the other party.
- P. **THIRD PARTY BENEFICIARY.** The parties do not intend this Contract to create any third party beneficiary.
- Q. **TIME.** Time is of the essence in performance of this Contract.
- R. **WAIVER.** If a party waives a breach by the other party of a provision of this Contract, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach does not constitute a waiver.

SPACE LEFT INTENTIONALLY BLANK

ATTACHMENT A
SCOPE OF WORK

The following constitutes the work Contractor will perform ("Work") itself, through its employees, and/or its other agents for the Beartrap Park water system on Casper Mountain.

1. Survey and map the existing water system. The resulting map will show the locations and elevations of the water system components. Our conversations with DEQ indicate they will want to see a total overall map of the system with elevations as part of the permitting process.
2. Evaluate the hydraulic operation of the existing system, and determine options for maintaining operating pressures above 20 psi under all system operating conditions.
3. Evaluate the water storage tank. We will design a new welded steel water storage tank to replace the existing tank that will meet all pertinent AWWA design standards. The tank will be designed to include a heating system and insulation so the water will not freeze during the cold winter months.
4. Design improvements to the existing well that will bring it into compliance with pertinent EPA and DEQ standards. These improvements include a sanitary seal, and increasing the height of the casing pipe at least 12 inches above the concrete floor. We will use a professional groundwater geologist to assist us with this task.
5. Determine the need for back flow prevention in the system, and design appropriate devices where needed.
6. Put together a set of design plans and construction specifications that will be used for applying for a DEQ Permit to Construct, and then later as bidding documents. We will use the same EJCDC type documents typically used on local municipal projects.
7. Prepare a preliminary engineering design report and submit an application to DEQ for obtaining a Permit to Construct. This task assumes several conversations with DEQ staff, and at least one re-submittal to achieve approval.
8. Assist the Parks Department in advertising for bids, holding a pre-bid construction conference and site tour, and attending the subsequent bid letting for the project. During this task, we will be available to answer potential bidder questions, provide clarifications, and issue addenda if necessary.
9. Review the bids and prepare bid tabulations for comparing costs. Make recommendations to the Parks Department about awarding the construction contract.
10. Attend meetings, and conferences on an as needed basis.

The services will be provided on a time and materials basis with the total fee not to exceed \$18,500 and will be billed at the rates attached hereto. This scope of work covers the tasks listed above but does not include the cost of any construction phase services.



CONSULTING, LLC
ENGINEERING,
CONSULTING
& DESIGN

5830 East Second Street
Casper, WY 82609
Phone : 307-473-8184
Fax: 307-234-6567
Effective Date: January 1, 2018

Schedule of Fees

Engineering Services:

PRINCIPAL/ PROJECT MANAGER W/PE	\$100.00/Hour
PROJECT ENGINEER W/ PE	\$85.00/Hour
DESIGN ENGINEER W/EIT	\$75.00/Hour
GIS TECHNICIAN	\$75.00/Hour
COMPUTER AIDED DRAFTING AND DESIGN TECH	\$75.00/Hour
RESIDENT PROJECT REPRESENTATIVE W/ PE	\$60.00/Hour
RESIDENT PROJECT REPRESENTATIVE (Grad. Engineer)	\$55.00/hour
RESIDENT PROJECT REPRESENTATIVE (Engineering Tech)	\$52.00/Hour
SURVEYOR W/ LS	\$95.00/Hour
SURVEY CREW W/ EQUIPMENT	\$160.00/Hour
WORD PROCESSING, SECRETARIAL	\$40.00/Hour

Equipment and Other Charges:

VEHICLE CHARGES: Field Truck 4WD (Design Phase)	\$0.775/Mile
Field Truck 4WD (Construction Phase)	\$75/Day
Auto 2WD (Design Phase)	\$.0575/Mile
Auto 2WD (Construction Phase)	\$50/Day
GPS HANDHELD EQUIPMENT	\$15/Hour or \$120/Day
COMPUTER CHARGES	\$25.00/Hour
PRINTS, LARGE FORMAT/PLOTTER	\$0.50/sf
PRINTS, COPIES, REPRODUCTION	Invoice Cost
CONSULTANTS	Invoice Cost
EXPENSES	Invoice Cost

NATRONA COUNTY RESOLUTION # 26-18

**RESOLUTION AUTHORIZING APPLYING FOR
WYOMING DEPARTMENT OF HEALTH PREVENTION GRANT**

WHEREAS, pursuant to Footnote 7 to Section 048 of House Enrolled Act 62 from the 2018 Budget Session, the Wyoming Department of Health will provide \$8,000,000 to counties for activities designed to prevent the use, misuse, or abuse of tobacco, alcohol, or controlled substances and activities designed to prevent suicide ("Prevention Grant"); and

WHEREAS, it appears that the Wyoming Department of Health has allocated \$758,584 of Prevention Grant funds for Natrona County; and

WHEREAS, it appears that Natrona County could receive a base amount of \$125,000, plus \$2,500 to conduct capacity enhancement activities, and \$30,000 for technical assistance and training provided by a technical assistance provider and remaining Prevention Grant funds allocated based on county population; and

WHEREAS, it is in the best interest of the public health, welfare, and safety of Natrona County to support activities designed to prevent the use, misuse, or abuse of tobacco, alcohol, or controlled substances and activities designed to prevent suicide; and

WHEREAS, the Natrona County Board of County Commissioners has authority pursuant to Wyoming Statutes § 18-2-101 to apply for Prevention Grant funds;

WHEREFORE, the Natrona County Board of County Commissioners resolves to apply for the Wyoming Department of Health Prevention Grant.

ADOPTED: July 17, 2018.

**NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS**

John H. Lawson, Chairman

ATTEST:

Renea Vitto, Natrona County Clerk



Natrona County Parks Department
538 SW Wyo Blvd
PO Drawer 848
Mills, WY 82644
(307) 235-9325; 265-2743 (f)

Memo

Date: July 12, 2018

To: John Lawson / Board of County Commissioners, chair

From: Matt Buhler / Parks Dept. *MB*

Subject: Final Acceptance Certificate

As you are aware of, Natrona County is the sponsor for the Wyoming Department of Transportation's (WYDOT) TAP grant for phase 1 of the Casper College to Rotary Park pathway project. I have been notified by WLC Engineering who is responsible for monitoring the construction of the project, that the contractor (71 Construction) has completed all the tasks associated with construction of the pathway. Attached is the certificate that needs to be signed by you. I have already signed. Once WYDOT receives the certificate along with proof of publication, they will be able to remit the final 10% of the grant they have been holding. As a reminder, the completed trail will become the property of the City of Casper who will be responsible for maintenance. Please let me know if you have any questions.

Final Acceptance Certificate

Project Number:	CD16207	WYDOT Program:	TAP
Project Amount:	\$468,750.00	Match Requirement:	20% CFDA #: 20.205
Funding Type:	Federal		

Local Public Agencies (LPAs) are required to submit a certification of project completion to WYDOT prior to reimbursement of the final 10% of project funds. To do so, the LPA must provide the following information (highlighted in orange):

Project Sponsor:	Natrona County		
Address:	538 SW Wyoming Boulevard		
City:	Mills	State:	WY Zip Code: 82644
Contact Name:	Matt Buhler	Title:	Parks Department Supervisor
Telephone Number:	307-235-9311	Email Address:	mbuhler@natronacounty-wy.gov

Project sponsor **Natrona County** hereby accepts and certifies that the aforementioned project has been completed in accordance with the plans and specifications dated **April 6, 2017** and agrees to accept full maintenance thereof, this **6th** day of **July**, 2018

Attest: *Matthew Buhler*

Signature of Project Sponsor

Chairman of governing body

The aforementioned project has been designed and constructed according to accepted engineering and architectural standards.

WLC *Bradley Holwegner*

Name of Architectural or Engineering Firm

Signature

12736 Bradley Holwegner

License Number (if applicable)

Printed Name

The aforementioned project is accepted as complete as certified above by the sponsoring entity and its professional consulting engineer and is hereby approved for final payment.

WYDOT

Once completed, email a copy of this signed document along with the supporting documentation to your **Attach a copy of the following information to this document:**

*** Proof of forty day advertisement for final settlement and project completion per Wyoming Statute 16-6-116**

Failure to attach the required information may result in project delays.

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY

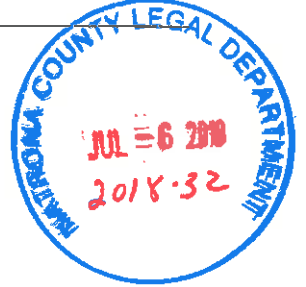
BY: *Eric K. [Signature]*

DATE: 7-12-18



WYOMING DEPARTMENT of Family Services

2300 Capitol Avenue
Third Floor Hathaway Bldg
Cheyenne, WY 82002-0490
Tel: 307.777.7564
Fax: 307.777.7747
dfsweb.state.wy.us



July 3, 2018

Natrona County Board of County Commissioners
200 North Center Street
Casper, WY 82601
Attn: Wayne Beatty

RE: CJSB Contract for Signature

Dear Mr. Beatty:

Enclosed for your signature is the original Community Juvenile Services Board (CJSB) Contract with the Wyoming Department of Family Services for services provided for the Community Juvenile Services Board per Wyo. Stat. § 14-9-108(a)(iv).

After signing the Contract, please return in the self-addressed envelope. After all signatures are acquired, a copy will be sent to you for your files.

Please contact Brandon Schimelpfenig with any concerns you may have with the Contract. His email address is Brandon.Schimelpfenig1@wyo.gov. His telephone number is 307.777.6299.

Sincerely,

Kelly L. Smario
Grants and Contracts

KLS

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

1. **Parties.** The parties to this Contract are the State of Wyoming, Department of Family Services (Agency), whose address is: 2300 Capitol Avenue, Third Floor, Cheyenne, Wyoming 82002-0490, and Natrona County Board of County Commissioners (Contractor), whose address is: 200 North Center Street, Casper, Wyoming 82601.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide services for the Community Juvenile Services Board per Wyo. Stat. § 14-9-108(a)(iv).
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The projected term of the Contract is from Effective Date or July 1, 2018, whichever is later through June 30, 2020. All services shall be completed during this term.
4. **Payment.** The Agency agrees to pay the Contractor for the services described herein.
 - A. The Agency agrees to pay the Contractor for the services described in Section 5 below. Payment shall be made as monthly reimbursements based on actual expenditures pursuant to the Budget Proposal for July 1, 2018 through June 30, 2020, per Attachment A, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed one hundred sixty-nine thousand, two hundred sixty-eight dollars (\$169,268.00). Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract. Invoices shall be submitted on the Monthly Invoice form template; Attachment D. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.
 - C. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.

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

- A. Maintain a central intake and assessment of juveniles with an initial point of contact established within the community;
- B. Maintain a provision of services, available to all referred juveniles, that follow the tenants of Balanced and Restorative Justice which focuses on accountability, competency development and community safety. Juveniles in communities shall be provided services in at least one of each of the following areas:
 - (i) Accountability:
 - (a) Victim-offender mediation and dialog;
 - (b) Family group conferencing;
 - (c) Peacemaking circles;
 - (d) Financial restitution to victims;
 - (e) Personal services to victims;
 - (f) Community service;
 - (g) Written or verbal apology to victims and other affected persons;
 - (h) Community or neighborhood impact statements; or
 - (i) Victim empathy groups or classes.
 - (ii) Competency Development:
 - (a) Work experience in jobs involving meaningful skills;
 - (b) Service learning;
 - (c) Participation in resource and action teams (problem solving for real issues);
 - (d) Cognitive and decision making skills training;

- (e) Dispute resolution and mediation training and practice; or
 - (f) Emotional control training.
- (iii) Community Safety:
- (a) Monitored school attendance;
 - (b) Monitored employment attendance;
 - (c) Monitored program attendance;
 - (d) Supervised community work service;
 - (e) Supervised recreation;
 - (f) Community guardians;
 - (g) Day reporting;
 - (h) Electronic monitoring;
 - (i) House arrest with random checks; or
 - (j) Random urinalysis.
- C. Maintain a continuum of non-secure community services;
- D. Identify and utilize alternative funding sources for local juvenile services;
- E. Provide services per Wyo. Stat. § 14-9-106 and as specified in the Community Juvenile Services Board Application Budget included in Attachment A;
- F. Provide quarterly reports as follows in Attachment C using the Microsoft Excel spreadsheet provided by the Agency. Also provide cumulative data regarding the Results Oriented Management (ROM) data points in Attachment E.
- (i) Quarterly reports must be submitted to the Agency according to the following schedule on or before:
 - (a) October 15, 2018; covering the period of July 1, 2018 through

- September 30, 2018;
- (b) January 15, 2019; covering the period of October 1, 2018 through December 31, 2018;
- (c) April 15, 2019; covering the period of January 1, 2019 through March 31, 2019;
- (d) July 15, 2019; covering the period of April 1, 2019 through June 30, 2019;
- (e) October 15, 2019; covering the period of July 1, 2019 through September 30, 2019;
- (f) January 15, 2020; covering the period of October 1, 2019 through December 31, 2019;
- (g) April 15, 2020; covering the period of January 1, 2020 through March 31, 2020; and
- (h) July 15, 2020; covering the period of April 1, 2020 through June 30, 2020.

- G. The Agency reserves the right to request additional information from the Contractor that is not included in monthly or quarterly reports in a form prescribed by the Agency; and
- H. Provide the Agency a copy of last annual compliance audit or last financial statement (whichever is appropriate) with submission of first invoice.

6. Responsibilities of Agency. The Agency agrees to:

- A. Pay Contractor in accordance with Section 4 above;
- B. Provide technical assistance, consultation, and coordination as needed and requested by the Contractor;
- C. Evaluate the performance of the Contractor;
- D. Approve or disapprove invoices submitted by the Contractor for payment; and
- E. Provide format for:
 - (i) Budget Proposal– Attachment A
 - (ii) Strategic Plan form template – Attachment B

- (iii) Quarterly Report form template – Attachment C
- (iv) Monthly Invoice form template – Attachment D
- (v) Quarterly ROM Data Point spreadsheet – Attachment E

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract.

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

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

exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. **Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. **Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. **Entirety of Contract.** This Contract, consisting ten (10) pages; Attachment A, Budget Proposal for July 1, 2018 through June 30, 2020, consisting of three (3) pages; Attachment B, Strategic Plan, consisting of three (3) pages, Attachment C, Quarterly Report, consisting of one (1) page; Attachment D, Monthly Invoice form, consisting of one (1) page; and Attachment E, Quarterly ROM Data Point Spreadsheet, consisting of one (1) page, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- J. **Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- K. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.
- L. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and

without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.
- O. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.

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

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

- Q. Ownership and Destruction of Documents and Information.** Agency owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- R. Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- S. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- T. Insurance Requirements.** Contractor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- U. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- V. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- W. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available

to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- X. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- Y. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- Z. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- AA. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- BB. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- CC. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- DD. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency. The Contractor's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the Agency within five (5) business days shall be considered a material breach and may result in immediate termination of this Contract by the Agency.

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

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

**AGENCY:
STATE OF WYOMING, DEPARTMENT OF FAMILY SERVICES**

Thomas O. Forslund, Director

Date

Korin A. Schmidt, Interim Senior Administrator

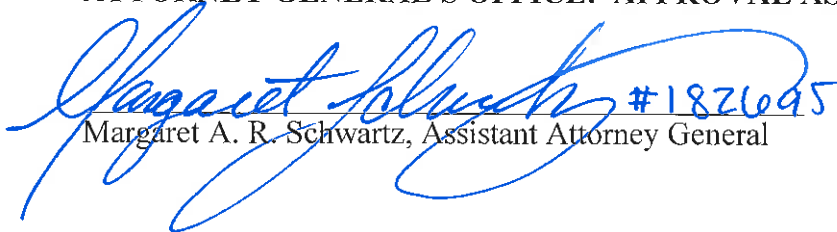
Date

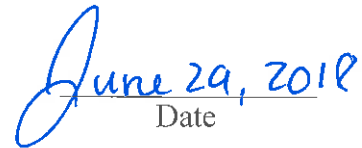
**CONTRACTOR:
NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS**

John Lawson, Chair

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #182695
Margaret A. R. Schwartz, Assistant Attorney General


Date

**MEMORANDUM OF UNDERSTANDING AMONG
THE DEPARTMENT OF REVENUE,
NATRONA COUNTY
AND
NATRONA COUNTY ASSESSOR**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Department of Revenue (DOR), whose address is: 122 West 25th Street, Cheyenne, WY 82002-0110, and the County Assessor and County of Natrona (County), whose address is: 200 N. Center, Casper, Wyoming 82601. The County shall include all governmental officials, subdivisions and employees which may be or are required to participate in the project described herein.
2. **Purpose.** The purpose of this MOU is to set forth the responsibilities of the DOR and the County concerning administration of the Computer Assisted Mass Appraisal (CAMA) system. This MOU shall particularly set forth the County's responsibilities as they pertain to equipment provided by the DOR, the security of the hardware and licensing of software, for the ongoing sustainability of the CAMA system project. This MOU is entered into pursuant to the DOR's authority in Title 39 of the Wyoming Statutes.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
 - A. The County shall not be required to pay for the use of the equipment, software or other items furnished by either the DOR or Harris Systems USA, Inc. (hereafter referred to as Contractor) which is designated specifically for use in the County Assessor's office.
5. **Project Manager.** The Manager of the Technical Services Group, Department of Revenue, Property Tax Division will be hereinafter referred to as the Project Manager.
6. **Responsibilities of DOR.**
 - A. **Hardware**
 - i. The DOR shall extend the warranty period of the all necessary servers to maintain the CAMA system. The warranty will provide twenty-four (24) hours a day, seven (7) days a week support from the hardware vendor.
 - ii. The DOR shall purchase and furnish, one time, all of the equipment, software and other items necessary to maintain the CAMA system. The

equipment includes server(s), workstations and printers but excludes any public terminal or network equipment as defined in this MOU.

B. Hardware Installation

- i. The DOR, in cooperation with the hardware vendor, shall drop ship all workstations and printer(s) to the County.

C. Hardware Virtualization

- i. The DOR shall solely determine what technology shall be approved in virtualizing any part of the CAMA system. This includes any hardware provided as part of this MOU, which includes all servers, workstations or individual software titles provided by the DOR.

D. Access & Connectivity

- i. The DOR shall provide the County a virtual private network (VPN) device and the necessary State IP addresses used for the DOR's direct connection to the CAMA server. Replacement or repair of the VPN device shall be coordinated by the DOR.
- ii. The VPN device shall be the means in which a secure connection between the DOR and the County will be established and maintained.
- iii. The DOR shall review and consider requests for connection to the CAMA server from outside of the County Assessor's office. The DOR shall determine what is considered allowable access based on multiple criteria including, but not limited to, the networking policies of the County and State, as well as the potential impact of the connection to the CAMA system.
- iv. The DOR shall provide, or make available, a copy of this MOU to the County Assessor, County IT support and any person responsible for accessing the CAMA server.

E. Security, Software Licensing & Use

- i. The DOR shall be responsible for determining the software licensing levels for all applications used in the CAMA system, which are employed in the County Assessor's office. This includes licensing support and maintenance for the Oracle database and Apex software, but does not include any additional licensing requirements for any County employee or process outside of the County Assessor's office.

- ii. The DOR shall maintain accurate counts of users and licenses for all software provided and maintained by the DOR.
- iii. The DOR shall provide Oracle licenses for all full-time staff members in the County Assessor's office. If the County requests additional Oracle licenses, the Project Manager shall determine if the user is a full-time employee of the County Assessor's office and grant the license as needed.
- iv. The DOR shall be responsible for setting up and maintaining user accounts on the CAMA system. This includes creating and deleting user accounts as necessary, and assigning the appropriate security level as determined by the County Assessor. The DOR shall be responsible for system security, and as such, all security access rights, limitations and requirements shall be kept in accordance with the DOR's current security strategy.
- v. The DOR shall provide Apex software and license to the County. The DOR shall determine the number of licenses required based, in part, on available funding, County parcel count and the number of full-time employees.

F. Software Installation

- i. The DOR, as the entity solely authorized by law to implement the CAMA system (Wyo. Stat. § 39-11-102(c)), shall retain authority to resolve any issues or questions concerning the implementation, maintenance or use of the CAMA system.

G. Internet Usage

- i. The DOR shall only use the County's Internet connectivity in direct support of the CAMA system, which may include the downloading of software updates, patches or general research necessary to support the application.

H. Data Storage & Use

- i. The DOR shall publish, as part of the project documents, the proper location on the CAMA server for the installation of software and storage of data or applications. These documents shall be published to the Wyoming Assessor's Portal website for reference.
- ii. The DOR shall specify where the County may install any authorized software on the CAMA system. This includes, but is not limited to, virus protection and data backup software.

I. Backup & Recovery

- i.** The DOR shall set up and maintain the creation of backup files and procedures necessary to recover the CAMA database in case of failure. These procedures shall identify the files which the County should back up regularly off of the CAMA server. Moreover, based on security roles within the CAMA system, the DOR shall be the only authorized party to perform the recovery of any server-based component or application in case of a critical failure. This includes, but is not limited to, the virtual machine, the Oracle database and the application server. In situations when recovery coordination is required, the DOR shall organize any recovery efforts with the Contractor or the County.
- ii.** The DOR shall publish, as part of the project documents, the location of all vital files necessary for the backup of the CAMA system. These documents shall be published to the Wyoming Assessor’s Portal website for reference.

J. Updates, General Maintenance & Ongoing Support

- i.** The DOR, in coordination with the Contractor, shall be responsible for all updates, patches and general maintenance regarding the CAMA database and application software.
- ii.** The DOR shall be responsible for providing or coordinating the ongoing support of the CAMA system either directly or through support agreements with hardware and software vendors.
- iii.** The DOR shall provide direct support for the CAMA system, including the delivery of the equipment and ensuring the installation of the hardware has been completed. The DOR shall provide ongoing software support through the Contractor.
- iv.** The DOR shall provide hardware support through an ongoing warranty agreement with the hardware vendor for all equipment provided as part of this MOU.

7. Responsibilities of County.

A. Hardware

- i.** The County shall receive custody of all equipment provided by the DOR and shall be solely responsible for securing and safeguarding such equipment within the County buildings.

- ii. The County shall use that equipment provided by the DOR under this MOU for the CAMA project and all functions and objectives served by the CAMA project. Workstations may be used for other functions within the County on condition that any such use does not conflict or hinder the hardware's primary purpose for use with the CAMA system.
- iii. The County shall not utilize other equipment with the CAMA hardware or software that is incompatible with the CAMA system provided under this MOU or does not meet the minimum specification of the Contractor and the DOR.
- iv. Upon request, the County shall furnish a list of all equipment utilized for the CAMA system, including a list of any modifications to or maintenance performed upon such equipment.
- v. The County shall be solely responsible for the disposition of equipment supplanted or replaced by equipment provided under this MOU.

B. Hardware Installation

- i. The County Assessor shall be responsible for coordinating the installation of the workstations and printer(s), through their local IT staff, upon delivery by the hardware vendor.
- ii. The County IT staff shall be responsible for configuring network connectivity to the CAMA server and correcting any connectivity issues from the CAMA server to the workstations.

C. Hardware Virtualization

- i. The County shall not, in any manner, virtualize the CAMA server provided under this MOU. The County may virtualize the workstations provided under this MOU with the direct approval from the DOR.

D. Access & Connectivity

- i. The County shall provide the DOR with access to the CAMA server twenty-four (24) hours a day, seven (7) days a week. The County shall not, under non-emergency circumstances, disconnect or otherwise isolate the CAMA server provided under this MOU from the electronic connection to the DOR server, nor alter security systems on the CAMA server to prevent such connection or DOR electronic access.
- ii. The County shall not deny direct physical access to the CAMA server by the DOR or the Contractor during normal business hours, nor deny the DOR or

Contractor remote electronic access at any time under normal operating conditions. The County shall not impede any data replication the DOR may require from the CAMA server, or prevent uploading of data and/or system modifications and upgrades, as the DOR deems necessary, from the DOR server to the CAMA server or vice versa.

- iii.** The County shall provide the DOR with one administrative login to the CAMA server. The purpose of the required access is to enable the DOR to perform any needed CAMA software maintenance, monitor statewide uniformity, monitor use of the server, track software licensing issues, monitor work performed by the Contractor, monitor all server updates, and ensure that the primary use of the server is for the CAMA system.
- iv.** The County shall provide the Contractor direct remote electronic access to the CAMA server(s) for maintenance, upgrades and general support of the CAMA system. Access to the CAMA server will be granted 24/7 under normal operating conditions.
- v.** The County shall ensure the CAMA server remains secure and shall allow direct administrative access to the device only by the County Assessor and/or their designee and key County IT personnel.
- vi.** The County shall be responsible for any upgrade or modifications required to networking lines within the County offices to accommodate the CAMA system. Neither the DOR nor the Contractor will provide network wiring, cables, hubs or switches.
- vii.** The County shall be responsible for providing a dedicated, static public IP address for use with the VPN device. The County and the DOR agree to work cooperatively to ensure that a maintainable secure connection will be established on the County network using the VPN device provided by the DOR.
- viii.** Due to the significance of the virtual machine (VM) and its role in providing critical CAMA services for the County, the County shall coordinate with the DOR any upgrades or modifications to the local network that may potentially affect the connection to the server or to the virtualized device. The County agrees to provide the DOR a thirty (30) day notice of network changes whenever possible.

E. Security, Software Licensing & Use

- i.** The County shall work with the DOR and the Contractor to keep security and software licensing correct.

- ii. The County shall require that County personnel not share login credentials for the CAMA system. Each user shall be provided individual login information. Software licenses that are provided by the DOR for the CAMA system are for the sole use of the County Assessor's office.
- iii. The County shall render all necessary assistance to the DOR to ensure license counts are maintained accurately and that the CAMA system remains secure.
- iv. The County shall request, to the Project Manager at the DOR, any potential additional licenses needed. If the user is outside the County Assessor's office (e.g., Treasurer's Office, IT, GIS, etc.), the County shall be responsible for obtaining the additional Oracle license.
- v. The County shall not exceed the number of licenses provided by the DOR, unless additional Oracle licenses have been purchased by the County. The County shall provide, to the Project Manager, the proof of purchase of any additional Oracle licenses upon request. It is the County's responsibility to maintain any additional Oracle licenses purchased.
- vi. The County shall give users outside of the County Assessor's Office a "public user" level of security. "Public user" has read-only access and, as such, will not be provided visibility to any confidential information, including sales information, as mandated by Wyo. Stat. § 34-1-144 and Wyo. Stat. § 39-13-102(q).
- vii. The County shall be responsible for purchase and maintenance all additional Apex licenses.
- viii. The County shall require that any County personnel who have the ability to connect to the CAMA system are bound by the data access provisions as provided in Wyo. Stat. § 39-13-102(q).

F. Software Installation

- i. The County shall be authorized to install an unlimited number of RealWare applications. Each installation of RealWare shall require a corresponding Oracle license which is subject to all licensing limitations as specified in this MOU.
- ii. The County shall be responsible for any potential consequences resulting from the loading and/or utilization of third-party, non-CAMA-related software on workstation provided to the County under this MOU. This responsibility shall include, but is not limited to, financial responsibility for

restoration of any CAMA system functions compromised by such software installation or operation.

G. Internet Usage

- i. The County shall not utilize the CAMA server as a web server or in any other manner that directly interfaces or provides data for the Internet. The CAMA server is strictly to be used for CAMA related system software and functions as specified in this MOU.

H. Data Storage & Use

- i. The County shall not store or save files on the server unless approved by the DOR. This includes, but is not limited to, storing backup files of the County Assessor staff or the general storage of any electronic data or software medium regardless of ownership.

I. Backup & Recovery

- i. The County shall be solely responsible for ensuring that nightly backups are made of CAMA system data and stored in a secure location, preferably at an off-site facility. The County shall not rely upon data replication to the State servers as a valid backup option.

J. Updates & General Maintenance

- i. The County shall arrange for maintenance for all equipment received for the CAMA system under this MOU and shall, for all intents and purposes, be the owner of the equipment and other items received to implement the CAMA project.
- ii. The County shall be responsible for the purchase of all consumable items required for the use of the hardware provided under this MOU. This includes, but is not limited to, printer toner cartridges, rollers, print heads and backup media.
- iii. After the warranty expires on the equipment, the County shall assume financial and other responsibility for all maintenance, warranty inquiries, adjustments, services, equipment and software upgrades and other requirements associated with equipment provided to the County under this MOU, without exception on all equipment.

K. Ongoing Support

- i.** The County shall be responsible for all virus and malware protection for the CAMA server. The County shall be responsible for the updates, patches and general support of the CAMA server's hardware or operating system.
- ii.** The County shall run Windows updates on a monthly basis to ensure that all patches and security updates are current.
- iii.** The County shall make every effort to reboot the CAMA server every thirty (30) days or in accordance with a regularly-scheduled County maintenance schedule.

8. General Provisions.

- A. Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Entirety of Agreement.** This MOU, consisting of eleven (11) pages, represent(s) the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations and agreements, whether written or oral.
- D. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- F. Sovereign Immunity.** The State of Wyoming, DOR, and County do not waive sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be

construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

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9. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

DEPARTMENT OF REVENUE

Daniel W. Noble, Director

Date

NATRONA COUNTY

Tammy Saulsbury, County Assessor

Date

John Lawson, County Commissioner

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Susan G. O'Brien, Senior Assistant Attorney General
Representing: Department of Revenue

Date

COUNTY ATTORNEY'S APPROVAL AS TO FORM

Eric Nelson, County Attorney

Date