



**NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING AGENDA**

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

Friday, May 8, 2020 3:00 p.m.
Natrona Courthouse, 200 North Center Street, Casper, Wyoming
Large Courtroom, 2nd Floor
Teleconference: 307-235-9518

I. CALL MEETING TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. CONTRACTS, AGREEMENTS, RESOLUTIONS

A. Resolution 19-20 Amending Restrictions on Certain County Buildings and Encouraging the Public to Conduct Business via Mail, Email and Telephone

B. Natrona County Contract for Services with Smith Fire & Life Safety Consultants, LLC – Provide Plan Reviews & Inspection for the Building Department

V. EXECUTIVE SESSION

A. Legal Update

VI. ADJOURNMENT

Agendas are subject to amendments

**NATRONA COUNTY CONTRACT FOR SERVICES WITH
SMITH FIRE & LIFE SAFETY CONSULTANTS, LLC**

1. **PARTIES.** The parties to this contract are NATRONA COUNTY ("County") and Smith Fire & Life Safety Consultants, LLC . ("Contractor"). The parties' respective contact information is:

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

Smith Fire & Life Safety Consultants, LLC
4000 Cynthia
Casper, WY 82609

2. **PURPOSE.** The purpose of this Contract is to enter into a contract to provide assistance to the Natrona County Building department by providing plan reviews, and inspections as requested. In exchange for the provisions herein, the parties enter this Contract.

3. **CONTRACTOR'S OBLIGATIONS.**

- A. **SCOPE OF WORK.** Contractor agrees to provide plan reviews and inspections as agreed upon by County and Contractor.

B. **GENERAL.**

- i. **Facility, Equipment, and Material.** Contractor will provide a facility and 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.
- 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 any and all judgments against County and/or its agents, payment of 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 provide to County proof of its insurance coverage. Throughout the term of this Contract, Contractor will maintain the following insurance and in each policy (1) name County and County's agents 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 of any 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 \$250,000 per claimant and \$500,000 per occurrence from a company authorized to conduct business in Wyoming with a current A.M. Best's rating of no less than A:VII unless County approves a lower rated company in writing.

- 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 contractual minimums, County is entitled to such broader coverage and higher limits. Any excess insurance proceeds will be available to County under the same conditions it is available to Contractor.
 - 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. Contractor's insurance provider(s) will not subrogate against County.
 - 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.

4. **COUNTY'S OBLIGATIONS**. The County is under no obligation to request any minimum level of services from Contractor. In the event that the County does request services, Contractor will submit detailed invoices monthly, with time spent on County requested work described and detailed in no greater than quarter hour increments. The County will pay Contractor an hourly rate of \$65.00 per hour for work described in the Scope of Work. The County shall process and pay approved invoices in accordance with County's bill paying process.

5. **EFFECTIVE DATE AND TERM OF CONTRACT**. This Contract becomes effective upon the date of the last required signature and remains in force through December 31, 2020. This contract can be extended if mutually agree by both parties.

6. **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. **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 will be the proper venue for any legal action involving this Contract.

C. **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.

- D. **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.
- E. **AVAILABILITY OF FUNDS.** This Contract is conditioned upon the availability of funds to County. If such funds are not available to County, County may terminate this Contract upon reasonable notice and will not be liable for any alleged damage resulting from such termination. County must not claim unavailability of funds in order to acquire similar services from a third party.
- F. **BREACH.** If Contractor fails to perform in accordance with this Contract, COUNTY may at its discretion:
 - i. withhold payment until Contractor satisfactorily performs in accordance with this Contract,
 - ii. pursue any other remedy allowed by law.
- G. **CONFLICT OF INTEREST.** The parties will not engage in any activity that could result in a conflict of interest or the appearance of a conflict of interest related to this Contract.
- H. **ENTIRE CONTRACT.** This five page document constitute the entire agreement and supersede all prior written and oral communications. Any change to this Contract must be in writing signed and dated by both parties.
- 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 nonperforming 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, earthquake, embargo, epidemic disease, fire, flood, quarantine, and unusually severe weather. This provision is effective only if the nonperforming party takes reasonable steps to minimize effects of its nonperformance.
- J. **HEADINGS.** Headings in this Contract are for reference only and are not to be used to construe any part of this Contract.
- Q. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Contractor will determine the means and manner of its performance under this Contract. Contractor is solely responsible for its actions, debts, and other liabilities. Contractor is solely responsible for any taxes and other costs resulting from its performance of this Contract including, but not limited to, federal, social security, and sales taxes and workers' compensation and unemployment insurance. Contractor is not entitled to any compensation or other benefit from County except what is contained in this Contract.
- K. **MATERIAL PREPARED PURSUANT TO CONTRACT.** All finished and unfinished material prepared by Contractor pursuant to this Contract is the property of County. Such material includes, but is not limited to, physical, electronic, and any other form of data, document, application, report, survey, map, specifications, design, model, photograph, film, video, and object. Contractor may retain a copy or other replica of the material for its own use. Contractor will treat the material as confidential and not reveal the material without consent from County.
- L. **NONDISCRIMINATION.** The parties will not discriminate against any individual based on age, gender, gender-preference, pregnancy, color, race, religion, national origin, a disability that can be reasonably accommodated, or any other protected class.

- M. **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 a director, supervisor, or official of the non-sending party.
- N. **RELATED CONTRACT.** County may enter a separate contract(s) for a service and/or deliverable related to this Contract. Contractor will reasonably cooperate regarding such contract(s).
- O. **SEVERABILITY.** If any portion of this Contract is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this Contract will remain in effect, and, if either party initiates negotiations regarding the term(s) affected by the severance, the other party will negotiate in good faith.
- P. **SIGNATURE.** The person signing below for each party is authorized to sign this Contract on behalf of her/his party. If the person who signs is not authorized to sign and her/his party refuses to be bound by this Contract, the person who signed is individually liable for her/his party's performance of this Contract.
- Q. **TERMINATION.**
- i. **Immediate.** County may terminate this Contract immediately if Contractor fails to maintain insurance and/or if Contractor is not a natural person, Contractor ceases to be active and in good standing with the Wyoming Secretary of State.
 - ii. **Material Breach.** Either party may terminate this Contract if, after giving reasonable notice of a material breach to the other party, the other party fails to cure the material breach.
 - iii. **Notice.** Either party may terminate this Contract upon 30 days' notice to the other party.
 - iv. **Survival.** Indemnity, liability coverage, warranties, and other pertinent Contract provisions survive termination of this Contract.
- R. **THIRD PARTY BENEFICIARY.** The parties do not intend this Contract to create any third party beneficiary.
- S. **TIME.** Time is of the essence in performance of this Contract.
- T. **WAIVER.** If a party waives a breach by the other party of a provision of this Contract, it will not constitute a waiver of any prior or subsequent breach. Failing to object to a breach will not constitute a waiver.

Each party to this Contract, through its undersigned authorized representative(s), agrees to the provisions in this Contract.

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NATRONA COUNTY RESOLUTION 19-20

RESOLUTION AMENDING RESTRICTIONS ON CERTAIN COUNTY BUILDINGS AND ENCOURAGING THE PUBLIC TO CONDUCT BUSINESS VIA MAIL, EMAIL, AND TELEPHONE

WHEREAS, pursuant to Wyoming Statutes § 18-3-504, the BOCC has authority to manage the business and concerns of Natrona County; and

WHEREAS, Wyoming Statutes § 18-3-103(b) states, "All county officers shall keep their offices open during the usual business hours of each day excluding Saturdays, Sundays, legal holidays and other days as established by the county commissioners through resolution"; and

WHEREAS, *Resolution 09-20* recognizes the COVID-19 pandemic and its potential impact and provides reasons for this Resolution; and

WHEREAS, *Resolution 10-20* temporarily closed certain Natrona County buildings to the public and required the public to conduct business via mail, email and telephone due to the COVID-19 pandemic; and

WHEREAS, as of May 5, 2020, there have been 38 confirmed cases of Covid-19 coronavirus in Natrona County. In total there have been 1015 test performed in Natrona County and of that total, 926 were confirmed negative, 39 confirmed positive and 50 test results are pending. This equates to a rate of lab confirmed positive cases of 48.84 per 100,000 residents. The last reported confirmed positive case within Natrona County was reported on April 23, 2020; and

WHEREAS, Natrona County has had a flat and stable number of confirmed positive cases of Covid-19 with the last reported positive confirmed on April 23, 2020. This was also the last confirmed case of community spread; and

WHEREAS, testing numbers within Natrona County have maintained at a stable level within the range of 20-30 tests per day for the last two and a half weeks; and

WHEREAS, Natrona County has received additional testing supplies, enabling testing of an even broader cross section of the community. Additionally, the County has dedicated health department staff to contact tracing and is able to aggressively track any new, confirmed covid-19 cases within the community; and

WHEREAS, the Natrona County Emergency Operations Center has issued guidance for a phased reopening of Natrona County and the Wyoming State Health Officer has approved variances to the statewide health orders for Natrona County due to the current situation in the county; and

WHEREAS, the Natrona County Board of County Commissioners, relying upon guidance from the Natrona County Health Department, in consultation with other County elected officials, deems it appropriate to open Natrona County buildings on a limited basis to the public.

WHEREFORE, the Board of Natrona County Commissioners RESOLVES as follows:

1. County Courthouse. The Natrona County Courthouse, 200 N Center St, Casper, WY 82601 is hereby opened to the public, effective Monday, May 11, 2020, with the following restrictions:
 - a. The Courthouse will open for limited public access at 8:30 a.m. and will be closed to entrance at 4:30 p.m. each day. Those who are inside at 4:30 will be allowed to conduct necessary business.
 - b. The only entrance open to the public shall be the ADA accessible doorway on the west side ground floor. The public shall exit through the northwest, ground floor doorway. Accommodations will be made for those individuals with special needs.
 - c. The ground floor of the Courthouse shall be open for the following services:
 - i. License plates and registrations
 - ii. Processing of vehicle and watercraft titles.

- iii. A special drop box for property tax payments will be available. If paying by cash a representative of the treasurer's office will be available on the ground floor.
- iv. The Assessor will provide blank appeal forms for pickup and the public may drop off complete appeals in a drop box. The Assessor's office may meet with individuals by appointment only.

d. The 1st, 2nd and 3rd floors of the Courthouse will be closed to the general public except by appointment.

2. Other County Buildings: County buildings other than the Courthouse, such as the Sheriff's Office, Coroner's Office, Road & Bridge and Parks Department, Child Support Enforcement, Agricultural Resource and Learning Center and the Fairgrounds may reopen to the public under necessary restrictions and conditions as deemed necessary by that particular office.

3. Townsend Justice Center: The Townsend Justice remains open to the public.

4. The County strongly urges members of the community to follow all recommendations from the Natrona County Health Department, including wearing face coverings, using hand sanitizer and observing 6 feet of social distancing. If you are sick or exhibiting any symptoms such as shortness of breath, fever, sore throat, etc., the Commission asks that you stay home.

5, Effective Date. This Resolution is effective on May 11, 2020 and shall .

ADOPTED: May 8, 2020

Attest: _____
Tracy Good, County Clerk

Robert L. Hendry, Chair
Board of Natrona County Commissioners

Approved as to form
Natrona County Legal Department